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**IDnum** 298    **Language** English    **Country** United States    **State** NJ

**Union** CWA (Communications Workers of America) AFL-CIO

### Local

Occupations Represented
Multiple occupations represented

**Bargaining Agency** Bell Atlantic-New Jersey, Inc.

**Agency industrial classification (NAICS):**

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**Notes**

**Contact**

**Full text contract begins on following page.**

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AGREEMENT

BETWEEN

COMMUNICATIONS WORKERS OF AMERICA

AND

BELL ATLANTIC-NEW JERSEY, INC.

AND

BELL ATLANTIC-NETWORK SERVICES, INC.

THIS AGREEMENT dated and effective this **ninth** day of August, **1998**, by and between the Communications Workers of America, an unincorporated association hereinafter called the "Union," by its representatives duly authorized to act in its behalf, and Bell Atlantic-New Jersey, Inc. and Bell Atlantic-Network Services, Inc., corporations organized under the laws of the State of New Jersey, hereinafter collectively called the "Company," by its representatives duly authorized to act in its behalf.

WHEREAS, negotiations have been entered into between the Union and the Company with respect to terms and conditions of employment and as a result mutually satisfactory and acceptable understandings have been reached which, in the interest of maintaining satisfactory and harmonious industrial relations, the Union and the Company desire to set forth in writing.

NOW, THEREFORE, be it known that in consideration of the covenants, terms, and conditions herein contained, the Union and the Company agree as follows:

PART 1 -- GENERAL -- PROVISIONS APPLICABLE TO ALL  
EMPLOYEES COVERED BY THIS COLLECTIVE BARGAINING

AGREEMENT

ARTICLE 1

DEFINITIONS

The terms as herein set forth shall be understood to have the following meanings:

- (a) "Union" shall mean and include the Communications Workers of America.
- (b) "Company" shall mean and include Bell Atlantic-New Jersey, Inc.
- (c) "Employee" shall mean and include all classes of nonsupervisory employees of Bell Atlantic-New Jersey, Inc. Traffic Department and Commercial Department and Marketing Department. The titles and wage rates of such employees are listed in Part 2 for Traffic and Part 3 for Commercial and Marketing of this Agreement.
- (d) "Regular Employee" shall mean and include persons whose employment is expected to continue indefinitely, although it may be terminated at any time by action on the part of the employee or the Company.
- (e) "Temporary Employee" shall mean and include persons whose employment is for a limited period or for a specific project and is expected to continue to the end of the period or until the completion of the project, although it may be terminated at any time by action on the part of the employee or the Company.
- (f) "Term Employee" shall mean and include persons whose employment is temporary in anticipation of future force reductions and is expected to continue until the time of the force reductions, although it may be terminated at any time by action on the part of the employee or the Company. Upon completion of three (3) years of net credited service, a term employee shall be reclassified to regular employee.
- (g) "Occasional Employee" shall mean one who is engaged on a daily basis for a period of not more than three (3) consecutive weeks, or for a cumulative total of not more than thirty (30) days, in any calendar year, regardless of the length of the daily or weekly assignments. An occasional employee who actually works or is engaged to work in excess of three (3) consecutive weeks or thirty (30) days in a calendar year shall be reclassified as a regular or temporary, full-time or part-time employee as appropriate.
- (h) "Full-time Employee" shall mean and include regular, temporary or term employees who are normally scheduled to work at least five (5) full tours or the equivalent within a seven-day period from Sunday to the following Saturday, inclusive.
- (i) "Part-time Employee" shall mean one who is employed and normally scheduled to work less hours per average month than a comparable full-time employee in the same job title, classification and work group

working the same normal daily tour. For the treatment of such employees, see Article 7, "Classification and Treatment of Part-Time Employees."

- (j) "Net Credited Service" shall mean "term of employment" as set forth in the Pension Plan applicable to employees covered by this Agreement.

## ARTICLE 2

### RECOGNITION AND COLLECTIVE BARGAINING

Section 1. The Company recognizes Communications Workers of America as the exclusive bargaining representative of the nonsupervisory employees in the Traffic Department and Commercial Department and Marketing Department of the Company and acknowledges this Union as such representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment and for the purpose of entering into understandings and agreements with reference thereto; provided, however, that such recognition and acknowledgment shall not in any manner affect the right of individual employees or groups of employees to present grievances to the Company at any time and to have them adjusted in accordance with Section 9(a) of the Labor-Management Relations Act of 1947.

Section 2. It is mutually agreed that collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, shall be carried on only between the collective bargaining representatives designated by the Company, and such representatives of the Union as are authorized to bargain collectively for the purposes stated above. No agreement between the Company and the Union shall be effective and binding upon the parties unless and until signed for the Company by its representative duly authorized to act in its behalf, and for the Union by its representative, duly authorized to act in its behalf.

Section 3. The Company and the Union recognize that it is in the best interests of both parties, the employees and the public, that all dealings between them continue to be characterized by mutual responsibility and respect.

To insure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this Contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit.

Each party shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to insure adherence to this purpose.

Section 4. In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age or national origin



or because the employee is handicapped, a disabled veteran or a veteran of the Vietnam era.

Section 5. The Company agrees to have this Agreement printed and to distribute a copy to each employee in the bargaining unit as soon as feasible.

Section 6. It is the intention of the parties, with respect to the collective bargaining of future replacing Agreements, to conduct their negotiations thereon in such a manner as to reach a new Agreement on or before the termination date of this present Agreement.

### ARTICLE 3

#### AGENCY SHOP

Section 1. Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement, shall as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members, for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth (30th) day of such entrance, whichever of these dates is later, until the termination of this Agreement. For the purpose of this Article, "employee" shall mean any person entering into the bargaining unit, except an occasional employee.

Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members, shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning thirty (30) days after the effective date of this Agreement, until the termination of this Agreement.

Section 2. The condition of employment specified above shall not apply during periods of formal separation\* from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth (30th) day following his/her return to the bargaining unit.

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

## ARTICLE 4

### CHECKOFF AUTHORIZATION

Section 1. The Company will make collection through payroll deduction of regular Union dues or an amount equivalent thereto, as certified by the Secretary-Treasurer of the Union, upon receipt of the signed authorization of the individual employees and shall pay over to the Union monthly the total amount of such monies deducted. Authorizations by employees for such deductions shall be in the form of the Payroll Deduction Authorization attached hereto as Exhibit 1.

Deductions for such monthly amounts shall be made from the wages paid to employees for the first four payroll periods in the month providing that such monthly amounts shall consist of four equal weekly amounts excluding fractions of a cent. When sufficient pay is not available in a payroll period for the deduction of such amounts, they shall be deducted when pay is sufficient in any succeeding payroll week ending in the same month or the following month but not thereafter.

Section 2. Cancellation by an employee of such written authorization for payroll deduction shall be in writing signed by such employee, and upon receipt thereof the Company shall honor any such cancellation. An employee's authorization shall be deemed automatically canceled if the employee leaves the employ of the Company or is transferred out of the bargaining unit.

Section 3. The Company each month will furnish the Secretary-Treasurer of the Union:

- (a) A statement of the amounts deducted during the previous month from employees' pay in accordance with individual authorizations, the names of employees canceling or authorizing deductions during the previous month, a statement of adjustments due to deductions omitted for insufficient pay, changes in payroll codes, and changes in names of employees.
- (b) A list showing for the previous month the names and payroll code numbers of bargaining unit employees engaged, reengaged or transferred, where such transfer involves a change in payroll code, including those promoted out of the bargaining unit. The Company agrees to furnish the Union with a current key to the payroll code numbers.

## ARTICLE 5

### UNION BULLETIN BOARDS

Section 1. Union bulletin boards of a size and type agreed upon by the Union and the Company and furnished by the Company will be located on Company premises at a place that is mutually satisfactory to both the Union and the Company.

The use of these bulletin boards shall be confined to factual notices and announcements of the Union pertaining to:

- (a) Meetings
- (b) Nominations and elections
- (c) Results of elections
- (d) Appointments to offices and to committees
- (e) Recreational and social affairs of the Union
- (f) Agreements concluded by the Union and the Company
- (g) Other official Union business
- (h) General information items, provided they are first approved for posting by the collective bargaining representative designated by the Company

Section 2. Material posted shall not contain anything political or controversial, or anything derogatory to the Company or any of its employees or to any labor organizations, or any statement contrary to the written provisions of this Agreement. The Union assumes the responsibility for complete compliance with the provisions herein contained. Should the Company object to any posted material, the Union shall be informed, and the Union agrees that it shall be removed and then reviewed in accordance with the procedures set forth in Traffic Article 74 and Commercial and Marketing Article 129, "Grievance Procedure."

## ARTICLE 6

### ABSENCE FOR UNION DUTIES

Section 1. To the extent that the Company determines that the requirements of the service permit, employees who are authorized representatives of the Union will be excused without pay or granted leaves of absence without pay, at the request of an authorized officer of the Union, for the performance of Union duties without limitation as to the character of the Union duties.

Section 2. The Union shall make all requests for excused absences or leaves of absence as far in advance as possible, preferably not later than Monday of the week preceding the week in which the first day of requested excused absence or leave of absence would occur, in order that posted schedules of hours may reflect excused absences or leaves of absence. The Company shall act promptly upon each request. The Union agrees that excused absences granted hereunder to a Union representative shall not exceed a reasonable total number of scheduled working days and no single absence shall be longer than thirty (30) consecutive calendar days. Where absence in excess of thirty (30) consecutive calendar days is desired, the Union shall request in writing a leave of absence and shall specify the period for which the leave is requested and the fact that the leave is for the purpose of Union duties.

Section 3. An initial period of a leave of absence granted under the provisions of this Article shall not exceed one (1) year. Additional leaves shall not exceed one (1) year each. In case a Union representative on excused absence or leave of absence for Union duties ceases to be engaged in the performance of such duties, the Union shall so notify the Company

and if the employee does not desire to return to duty with the Company, the Company shall terminate such excused absence or leave of absence.

Section 4. Generally not more than eight (8) Traffic employees and eight (8) Commercial and Marketing employees shall be on leave of absence under the provisions of this Article at any one time and the number of employees on excused absence under the provisions of this Article at any one time shall be held to a reasonable number.

Section 5. An employee upon return from a leave of absence for Union duties shall be reinstated at work generally similar to that in which he/she was engaged last prior to his/her absence, subject, however, to the provisions of this Agreement relating to force adjustments, Traffic Article 72 and Commercial and Marketing Article 128. During any period of leave of absence granted under this Article, the employee shall not lose his/her eligibility to death benefits.

Section 6. All employees who at the time of the signing of this Agreement are absent or have been absent for Union duties shall be subject to the provisions of this Article and their absence shall be regarded as having been granted hereunder.

Section 7. Leaves of absence for Union business shall be counted as service credit in terms of employment.

Standard fringes as follows:

M.E.P.	Company pays
Dental, Vision	Employee pays
Basic Group Life Insurance	Company pays
Dependent Group Life Insurance	Employee pays
Pension Base	N.C.S. date

## ARTICLE 7

### CLASSIFICATION AND TREATMENT OF PART-TIME EMPLOYEES (Effective January 1, 1981)

Section 1. Except for payment for overtime hours worked, all hours worked by a part-time employee in PhoneCenter Stores, Bell Customer Service Centers, Bell Phone Booths (Kiosks), DM/DR (Direct Marketing/Direct Response) Centers and any equivalent retail sales or service center operations, and any employee who is transferred to or employed by any new unregulated subsidiary or affiliated entity in the Bell System shall be paid at the equivalent basic hourly rate for a comparable full-time employee working a normal daily tour in the same job title, classification, and work group. Payment to a part-time employee for hours worked in excess of an equivalent normal daily tour or workweek for a comparable full-time employee shall be at the applicable overtime rate for a comparable full-time employee based on such part-time employee's basic hourly rate. Any regular employee who is on the active payroll of the Company as of December 31, 1980, and who works part time on or after January 1, 1981, shall thereafter

continue, during the current term of employment, to be paid on the same basis as was applicable to such a part-time employee on December 31, 1980.

Section 2. The classification of a part-time employee is based on the employee's "part-time equivalent workweek" which shall be determined prospectively by dividing the employee's total normally scheduled hours per month by 4.35 and rounding the result to the next higher whole number. (Illustration: 68 hours per month divided by 4.35 equals 15.6, rounded to a "part-time equivalent workweek" classification of 16).

Section 3. The "part-time equivalent workweek" classification of each part-time employee shall be reviewed by the Company no less often than every six (6) months on April 1 and October 1 of each year and adjusted on a prospective basis, if appropriate. In determining whether such adjustment is appropriate, the Company will consider the actual average number of hours worked per month during the preceding six (6) month period and the likelihood that such number of work hours will continue for a reasonably foreseeable period of time except that any hours worked which are paid at the overtime rate shall not be counted in computing the average number of hours worked.

Section 4. For employees, who are hired on or after January 1, 1981, and who work as regular part-time employees, payments to a regular part-time employee for sickness disability, accident disability, or death benefits under the "Bell Atlantic Pension Plan" and the "Sickness and Accident Disability Benefit Plan," vacations, holidays, anticipated disability leave, sickness absence (not under the "Sickness and Accident Disability Benefit Plan"), or termination allowance (or its equivalent) shall be prorated based on the relationship of the individual part-time employee's "part-time equivalent workweek" to the normal workweek of a comparable full-time employee in the same job title, classification and work group. A part-time employee shall not be paid for time not worked on a holiday or for absence due to sickness (not under the "Sickness and Accident Disability Benefit Plan") unless such holiday or absence due to sickness occurs on a day of the week on which the employee is normally scheduled to work. Regular employees who are on the active payroll of the Company as of December 31, 1980, and who work part time on or after January 1, 1981 shall thereafter continue, during the current term of employment, to receive payments for the benefits and other items listed above on the same basis as was applicable to a part-time employee on December 31, 1980.

Section 5. Employees who are hired on or after January 1, 1981, and who work as part-time employees shall, if otherwise eligible to participate under the terms of such plans, be eligible for coverage under the Medical Expense Plan, Dental Expense Plan, and Vision Care Plan, as follows:

- (a) Employees whose part-time equivalent workweek classification is sixteen (16) or less shall be eligible by enrollment and payment of 100% of the premiums for such coverage;
- (b) Employees whose part-time equivalent workweek classification is seventeen (17) through twenty-four (24) shall be eligible by enrollment and payment of 50% of the premiums for such coverage;

- (c) Employees whose part-time equivalent workweek classification is twenty-five (25) or more shall be eligible for such coverage on the same basis as a regular full-time employee.
- (d) Regular employees who are on the active payroll of the Company as of December 31, 1980, shall continue to be eligible for such coverage on the same basis as a regular full-time employee regardless of classification.

Section 6. Part-time employees, regardless of classification, shall be eligible for excused workdays on a pro rata basis based upon the ratio of any such part-time employee's equivalent workweek to the normal workweek of a comparable full-time employee.

Section 7. COMMERCIAL AND MARKETING ONLY - Except as specifically provided in Sections 1 through 6 of this Article, the provisions of this Agreement relating to the payment of wages (including overtime, differentials and holiday treatment) and benefits are not applicable to part-time employees hired on or after January 1, 1981, when such employees are assigned to work as set forth in Section 1, sentence 1, above.

## ARTICLE 8

### CHANGES IN THE BELL ATLANTIC PENSION PLAN AND THE SICKNESS AND ACCIDENT DISABILITY BENEFIT PLAN

Section 1. During the life of this Agreement, no change may be made in the terms of the existing "Bell Atlantic Pension Plan" and the "Sickness and Accident Disability Benefit Plan" which would reduce or diminish the benefits or privileges provided thereunder for employees in the bargaining unit without the consent of the Union.

Section 2. During the life of this Agreement, the Company may make a change in the terms of the existing "Bell Atlantic Pension Plan" and the "Sickness and Accident Disability Benefit Plan" which would increase or enlarge the benefits or privileges provided thereunder for employees in the bargaining unit, provided it shall have first notified the Union and shall have afforded the Union sixty (60) days from the date of such notification for bargaining on the proposed change.

Section 3. Any claims that changes in the terms in the existing "Bell Atlantic Pension Plan" and the "Sickness and Accident Disability Benefit Plan" have diminished or reduced the benefits or privileges provided thereunder for employees in the bargaining unit may be presented at a conference between the duly authorized collective bargaining representatives of the Union and the Company and, if not resolved by the parties at such conference, may be submitted to arbitration pursuant to the provisions of this Agreement. Nothing herein shall be construed to subject the "Bell Atlantic Pension Plan" and the "Sickness and Accident Disability Benefit Plan," or their administration, or the terms of a proposed change in the Plans, to arbitration.

## ARTICLE 9

### NEW JOB TITLES AND JOB CLASSIFICATIONS

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

1. The Company shall notify the Union in writing of such job title or classification and shall furnish a job description of the duties and the wage rates and schedules initially determined for such job titles and classifications. Such wage rates and schedules shall be designated as temporary. Following such notice to the Union, the Company may proceed to staff such job titles or classifications.
2. The Union shall have the right, within thirty (30) days from the receipt of notice from the Company, to initiate negotiations concerning the initial wage rates or schedules established by the Company.
3. If negotiations are not so initiated, the initial wage rates and schedules set by the Company shall remain in effect and the temporary designation removed.
4. If agreement is reached between the parties within the sixty (60) days following the Union's receipt of notice from the Company concerning the initial wage rates and schedules, the agreed upon wage rates and schedules shall be retroactive to the date the change or new job was implemented.
5. If negotiations are initiated pursuant to paragraph 2, above, and if the parties are unable to reach agreement within sixty (60) days following receipt of notice from the Company, the Union may, within thirty (30) days of the expiration of the sixty (60) day period for negotiations, demand that the issue of an appropriate schedule of wage rates be submitted for resolution to a neutral third party. Within seven (7) days of such demand, each party will submit its final proposed schedule of wage rates to the other party, which cannot thereafter be changed.
6. The neutral third party shall be selected by mutual agreement from among those who possess acknowledged expertise in the area of employee compensation. The parties may submit all evidence deemed relevant to the issue to the neutral third party. At the request of either party, a hearing shall be held to receive such evidence. Any such hearing shall be held within thirty (30) days after the matter is referred to the neutral third party. While it is not intended that such third party undertake a full and complete job evaluation study, he or she shall review other job titles or classifications and their wage schedules for comparison purposes and may make an on-site inspection of the workplace and conduct a reasonable number of interviews of incumbents. A written decision as to the appropriate schedule of wage rates will be rendered by the neutral third party within sixty (60) days of the date that the matter is referred for resolution. In the event that the neutral third party determines that a different schedule of rates is appropriate, the new schedule shall be placed in effect retroactive to the date the change or new job was implemented, except that in no event shall the retroactive effect exceed 150 days.
7. The procedures set forth in this Article shall be the exclusive means by which the Union may contest the schedule of wage rates which the

Company sets for any new, restructured, or redefined job title or classification.

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

## ARTICLE 10

### BELL ATLANTIC NETWORK SERVICES TRANSFER PLAN AND INTERCOMPANY JOB BANK

Effective January 1, 1993, the parties agree to the following terms and conditions of the Bell Atlantic Network Services Transfer Plan (hereinafter Transfer Plan, or Plan).

Parties to this Agreement are Bell Atlantic Network Services, Inc., Bell Atlantic-Pennsylvania, Inc., Bell Atlantic-Delaware, Inc., Bell Atlantic-Washington, D.C., Inc., Bell Atlantic-Maryland, Inc., Bell Atlantic-Virginia, Inc., Bell Atlantic-West Virginia, Inc., Bell Atlantic-New Jersey, Inc. (hereinafter referred to as "Sponsoring Employers") and the Unions currently representing employees of the Sponsoring Employers (hereinafter referred to as "Participating Unions").

Eligibility for participation in the Transfer Plan shall be limited to active, regular full time employees of the Sponsoring Employers who are represented for purposes of collective bargaining by one of the Participating Unions.

When an employee, satisfactorily rated overall, is in a work group which has been declared surplus by the Sponsoring Employer in accordance with the terms of the labor agreement applicable to the bargaining unit, the Sponsoring Employer shall furnish the employee's name and relevant data concerning the employee to the Intercompany Job Bank Program in which all Sponsoring Employers shall participate. The employee will be given a toll free telephone number should he or she desire to make direct contact with the Intercompany Job Bank.

The Intercompany Job Bank will have as its goal the matching of force surplus in any of the Sponsoring Employers with the employment needs of other Sponsoring Employers. All movement of personnel within a Sponsoring Employer (laterals, promotions, downgrades, or others) and obligations, if any, to recall former employees of that Sponsoring Employer shall take priority over any moves under the Intercompany Job Bank.

The Intercompany Job Bank shall maintain a centralized file containing the names, job titles and locations of registered employees. This file shall be utilized by the Sponsoring Employers prior to hiring new employees into jobs for which registered surplus employees are qualified and willing to relocate. Qualified employees in the surplus groups shall have the opportunity to voluntarily transfer to job openings for which they are qualified at any of the other Sponsoring Employers. Consideration will be given in seniority order to employees in the same title as the job opening and then to other qualified employees.



Upon notification of an opportunity, an eligible employee volunteering to transfer shall have ten (10) work days to respond and must be available to report to the job in the receiving unit within fourteen (14) calendar days from the date of response if within commuting distance and thirty (30) calendar days from the date of response if a change of residence (i.e., transfer to a work location which is at least thirty-five miles farther from the employee's residence than the distance from the employee's residence to his or her existing work location) is required.

An eligible employee who transfers to a different bargaining unit under the above provisions shall become eligible for all benefits provided under the labor agreement applicable to the receiving unit; provided, however, that vacations, floating holidays and excused work days taken by the employee prior to the transfer will be offset against any such benefits to which the employee shall become eligible under the collective bargaining agreement applicable to the receiving unit. The eligible employee's seniority in the receiving unit shall be computed as if he or she had been employed in the receiving unit during the period while employed in the sending unit. An employee who opts to transfer to a job in a different bargaining unit requiring a change in residence, as defined above, will be entitled to the relocation benefits under the applicable Company-Union collective bargaining agreement in the sending unit or the benefits provided in the Interbargaining Unit Relocation Benefits Plan which follows:

Employees eligible under the terms of the Transfer Plan shall be entitled to the following benefits:

**MOVING EXPENSES**

- Time of temporary living (up to six weeks)
  - Meal expense Contractual rate \*
  - Lodging (accommodations to be authorized by Director Level) Actual reasonable expense
  - Return trips home (up to 2 round trips) Actual reasonable expense
  - Final trip - transportation, meals and lodging for 3 days for employee and family (accommodations to be authorized by Director Level) Actual reasonable expense
- Moving household goods As arranged and paid for by Sponsoring Employer

**HOUSING EXPENSES**

- Renter
  - Reimburse lease cancellation costs as a result of the transfer
- Homeowner
  - Reimburse actual real estate commission paid for the sale of the employee's former residence up to 3% of sale price
  - Reimburse actual normal and customary closing costs on the purchase of new residence up to 3% of purchase price

**MISCELLANEOUS ALLOWANCE** - 5% of the annualized basic weekly wage earned by the employee immediately prior to the transfer (contributes to miscellaneous costs such as utility disconnection and connection, mortgage interest differentials, etc.)

TAX GROSS UP - Provides a tax gross up of 20% of non-deductible reimbursements

\*NJB-CWA Commercial/Marketing - reimburse actual reasonable expense incurred

TOTAL RELOCATION EXPENSE REIMBURSEMENTS SHALL NOT EXCEED \$12,000

On the effective date of the transfer, the employee will be moved from his or her present dollar rate to the nearest step on the wage schedule in the receiving unit assuring no loss of pay, if possible. If the highest step on the wage schedule is insufficient to prevent a loss of pay, the employee will be placed on the highest step of the wage schedule and will become eligible for benefits under the Interbargaining Unit Income Protection Plan which follows:

Employees eligible under the terms of the Transfer Plan shall be entitled to the following benefits:

Within thirty (30) days following completion of one (1) year of continuous employment in the receiving bargaining unit the employee shall be given a lump sum payment determined as follows:

- 1) The percentage by which the employee's basic weekly wage was reduced as a result of the transfer shall be multiplied by the total wages the employee has received in the year following the date of the transfer, including overtime premiums and differentials.
- 2) The lump sum payments made under this Plan shall not be used in the computation of overtime, differentials, or any other premium payments, as the effect of such premiums has been included in the lump sum. Nor shall this payment be included in the determination of any benefits calculated on the basis of wages or other earnings.

The provisions of this Agreement shall supersede conflicting or inconsistent provisions contained in any individual labor agreements or practices of the parties. It also supersedes any previous agreements concerning the Intercompany Job Bank. Disputes concerning the proper interpretation or application of the Interbargaining Unit Relocation Benefits Plan and the Interbargaining Unit Income Protection Plan shall be resolved through the grievance and arbitration provisions of the labor agreement applicable to the receiving bargaining unit. Determinations as to what openings shall be available through the Intercompany Job Bank, proper staffing levels for transferred work and the number of employees eligible for transfer shall not be subject to arbitration provisions under the labor agreements of either the sending or receiving units.

## ARTICLE 11

### TECHNOLOGY CHANGE COMMITTEE

The Company and the Union recognize that technological changes in equipment, organization, or methods of operation have a tendency to affect

job security and the nature of the work to be performed. The parties, therefore, will attempt to diminish or abolish the detrimental effects of any such technological change by creating a joint committee to be known as the Technology Change Committee to oversee problems and recommend solutions of problems in this area as set forth below.

It is agreed that a Technology Change Committee be constituted in the Company. Such Committee will consist of not more than three (3) representatives of the Company and not more than three (3) representatives of the Union. Such Committee may be convened at the option of either party at mutually agreeable places and times, at least two (2) times each year.

The purpose of the Committee is to provide for discussion of major technological changes (including changes in equipment, organization, or methods of operation) which may affect employees represented by the Union. The Company will notify the Union at least six (6) months in advance of planned major technological changes. Meetings of the Committee will be held as soon thereafter as can be mutually arranged. At such meetings, the Company will advise the Union of its plans with respect to the introduction of such changes and will familiarize the Union with the progress being made.

The impact and effect of such changes on the employees shall be appropriate matters for discussion. The Company will discuss with the Union:

1. What steps might be taken to offer employment to employees affected:
  - (a) In the same locality or other localities in jobs which may be available in occupations covered by the collective bargaining Agreement between the parties;
  - (b) In other Bell Atlantic Network Services Group Companies.
2. The applicability of various Company programs and Contract provisions relating to force adjustment plans and procedures, including Income Security Plan (ISP), Reassignment Pay Protection Program (RPPP), termination allowances, retirement, transfer procedures and the like.
3. The feasibility of the Company providing training for other assignments for the employees affected. (Example: sponsorship of typing training on Company time).

The Committee shall not formulate policy or arrive at binding decisions or agreements, but rather shall be charged with the responsibility to develop facts and recommendations so that the Company can make well-informed decisions regarding the matters covered by this provision.

## ARTICLE 12

### INCOME SECURITY PLAN

Section 1. If during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus in any job title in a work location which will necessitate layoffs or involuntary permanent

reassignments of regular employees to different job titles involving a reduction in pay or to work locations requiring a change of residence, or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate, regular employees who have at least one (1) year of net credited service may elect, in the order of seniority, and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Income Security Plan (ISP) benefits described in this Article, subject to the following conditions:

- (a) The Company shall determine the job titles and work locations in which a surplus exists, the number of employees in such titles and locations who are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this Article. Neither such determinations by the Company nor any other part of this Article shall be subject to arbitration.
- (b) The number of employees who may make such election shall not exceed the number of employees determined by the Company to be surplus.
- (c) An employee's election to leave the service of the Company and receive ISP payments must be in writing and transmitted to the Company within thirty (30) calendar days from the date of the Company's offer in order to be effective and it may not be revoked after such thirty (30) calendar day period.

#### Section 2.

- (a) For an employee who so elects in accordance with this Article, the Company will pay an ISP Termination Allowance of One Thousand Dollars (\$1,000.00), less withholding taxes, for each completed year of net credited service up to and including thirty (30) years for a maximum of Thirty Thousand Dollars (\$30,000.00) prior to withholding taxes.
- (b) If the total amount of the ISP Termination Allowance prior to deductions for taxes does not exceed Ten Thousand Dollars (\$10,000.00), that allowance shall be paid in a single lump sum within thirty (30) calendar days after the employee has left the service of the Company.
- (c) Except when (b) above applies, an employee may select one of the following irrevocable payment options:
  - (i) Forty-eight (48) monthly payments beginning the month following the month in which the employee leaves the service of the Company. Employees who elect this option and are within forty-eight (48) months of their sixty-seventh (67th) birthday will be paid their monthly payments over the months remaining up to their sixty-seventh (67th) birthday.
  - (ii) Half of the ISP Termination Allowance prior to deductions for taxes, in a lump sum, with the remaining half paid in forty-eight (48) monthly payments as described in (i) above. Such lump sum payments shall be paid within thirty (30) calendar days after the employee has left the service of the Company.

Section 3. In addition to the ISP Termination Allowance, for an employee who so elects to leave the service of the Company in accordance with Section 1 above, the Company, as an ISP Expense Allowance, will reimburse the employee for actual expenses incurred for relocation costs,

tuition or training costs, or job placement expenses related to seeking other employment, or any combination thereof, up to an amount not to exceed Seven Hundred Fifty Dollars (\$750.00) for each year of net credited service (prorated for any partial year of service) to a maximum of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00). Any such expenses for which reimbursement will be made must be approved by the Company prior to being incurred and must be incurred within one (1) year from the date of termination of employment except that reimbursement for tuition or training costs will be made for such expenses incurred within two (2) years from the date of termination of employment.

Section 4. The years of net credited service in determining the ISP Termination Allowance and the ISP Expense Allowance shall be prorated for any period of time during which an employee is (was) employed on a part-time basis in the same manner as net credited service is prorated based on part-time hours pursuant to the Bell Atlantic Pension Plan.

Section 5. If the recipient of an ISP Termination Allowance is reemployed within forty-eight (48) months by the Company or by an affiliate or subsidiary company within the Bell Atlantic Network Services Group, ISP Termination Allowance payments will cease. If the termination allowance was being paid in forty-eight (48) monthly payments (with no lump sum), no repayment is required. If the employee received a lump sum, or a partial lump sum and monthly payments, the employee will repay the excess over what he or she would have received if payments had been made under the forty-eight (48) monthly payment schedule. Such repayment will be made through payroll deduction in each payroll period at the rate of ten percent (10%) of the employee's basic weekly wage.

## ARTICLE 12A

### ENHANCED INCOME SECURITY PLAN

Effective on "the Date of this Memorandum", the following special Enhanced ISP program will apply during the term of this agreement scheduled to expire **August 5, 2000**:

Prior to proceeding to a layoff resulting from a surplus in any particular title, location, and work group the Companies will offer an enhanced ISP Termination allowance equal to 2 times the normal ISP Termination Allowance (e.g., up to a maximum of \$60,000) in the surplus title and location. The Companies may also offer Enhanced ISP where the Income Security Plan may be offered. The Companies may limit acceptances to the number of surplus and this Enhanced ISP offer would be in lieu of obligations, if any, the Companies may have to offer regular ISP.

Other conditions generally applicable to ISP - the 30 day election period, lump sum payment provisions, the 48 monthly payment schedule, the ISP Expense Allowance, proration provisions, repayment upon reemployment and lack of arbitrability - will also apply to Enhanced ISP.

For any offer under the Income Security Plan which was communicated to employees prior to the ‘the Date of this Memorandum’ and which either initially or in a subsequent communication offered employees represented by the Union an Enhanced ISP benefit, there will be a waiver of the normal requirement that employees be permitted to have at least 30 calendar days from the date of any such offer (or any such revised offer) to apply for the benefit or to revoke an application for the benefit.

Employees who terminated employment prior to “the Date of this Memorandum” under an Income Security Plan offer whose terms expressly stated that an Enhanced ISP Termination Allowance would apply if contractually permitted will receive an adjustment to reflect such Enhanced ISP Termination Allowance as set forth in this section.

### ARTICLE 13

#### REASSIGNMENT PAY PROTECTION PROGRAM (RPPP)

Section 1. If the Company notifies the Union that a need exists to adjust force and employees are reassigned or voluntarily transferred in lieu of others being reassigned, to vacancies where the rate of pay for the new job is less than the current rate for the employee's former job, the rate of pay will be reduced over a period of time based on the employee's length of service. The reductions in pay are effective at periods following reassignment as shown below and are based on the difference in rates for the old and new jobs:

##### 0-5 Years

Weeks 1 through 4	-	No reduction
Weeks 5 through 8	-	1/3 reduction
Weeks 9 through 12	-	2/3 reduction
Weeks 13 and thereafter	-	Full reduction

##### 5+ Years

Weeks 1 through 56	-	No reduction
Weeks 57 through 60	-	1/3 reduction
Weeks 61 through 64	-	2/3 reduction
Weeks 65 and thereafter	-	Full reduction

Section 2. However, notwithstanding the foregoing schedule, an employee with fifteen (15) years or more of net credited service who, due to technological change, is assigned to a vacancy with a lower rate of pay than the then current rate of the employee's regular job shall continue to be paid in the lower-paid job an amount equivalent to the rate of pay of the higher-paid job in effect at the time of the downgrade for a period of thirty-six (36) months following the effective date of such downgrade. Thereafter, the following schedule in reduction shall apply:

Weeks 1 through 4	-	No reduction
Weeks 5 through 8	-	1/3 reduction
Weeks 9 through 12	-	2/3 reduction

Weeks 13 and thereafter

-

Full reduction

Section 3. The employee, however, shall receive any increases in pay in amounts which are applicable for a comparable employee in the lower-rated job to which downgraded.

## ARTICLE 14

### TECHNOLOGICAL DISPLACEMENT

If during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus in any job title in a work location which will necessitate reassignments of regular employees to different job titles involving a reduction in pay or to locations requiring a change in residence, or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate, any regular employee who is in the affected job titles and work locations may elect not to accept such reassignment to a job title involving a reduction in pay or to a location requiring a change in residence and shall be paid a termination allowance. Any such regular employee who refuses to accept a transfer to a job title having the same or greater rate of pay and which does not require a change in residence shall not be paid a termination allowance.

Employees eligible for a termination allowance under the terms of this provision alternatively may elect to participate in the Income Security Plan (ISP) providing they meet the eligibility requirements of that Plan.

## ARTICLE 15

### MOVING EXPENSES

Employees who in the judgment of the Company are required to relocate their residence as a result of permanent involuntary transfers initiated by the Company shall receive reasonable moving costs.

## ARTICLE 16

### EMPLOYMENT SECURITY TRAINING

#### Section 1. Personal or Career Development Training

The Companies and the Unions believe that when employees are given the opportunity to participate in self development training and retraining programs which encourage enhancement of basic, as well as attainment of future oriented skills, the benefit to the Company will be increased productivity and competitiveness while the employee gains enhanced individual employment security as well as a sense of personal satisfaction. The Companies currently offer and intend to continue to offer such excellent resources as ATLAS, PM Education, the Tuition Assistance Plan and Career Resource Centers that have demonstrated their effectiveness in enhancing the skills, creativity and knowledge of those who have utilized

these resources. To even further demonstrate their commitment to Employment Security Training, the Companies propose the establishment of a Training Advisory Board Executive Council.



## Section 2. Training Advisory Board Executive Council

Effective January 1, 1993, the Companies and Unions agree to establish a regional Training Advisory Board Executive Council (Executive Council) for the purpose of advising the Personnel Council and Human Resources on the general nature of Employment Security Training programs, curriculum and services needed to meet key objectives; and, to be responsible for determining how allocated funds designated for enhancing existing Employment Security Training programs will be spent.

The Executive Council shall consist of three (3) management representatives from the Bell Atlantic Network Services Companies and three (3) representatives from the Communications Workers of America. The Executive Council may meet from time to time but shall meet at least twice each year.

The Executive Council will be responsible for Employment Security Training program evaluation and oversight to ensure that such programs and related services support strategic objectives while meeting best cost and quality standards. To facilitate performance of its functions, the Companies will allocate to the Executive Council, up to a total of **Four Million Six Hundred Thousand Dollars (\$4,600,000.00)** over the life of this Agreement along with the authority to direct the Companies to expend such funds in furtherance of Employment Security Training programs and enhancements to the Career Resource Centers. Specific expenditures under this allocation can be authorized by a vote of five (5) or more members of the Executive Council to carry out the following functions:

- Provide guidance and direction to existing local Training Advisory Boards.
- Explore the advisability of seeking federal and/or state funding for employment security training.
- Assess the advisability of corporate participation in the ConSern Loans for Education program available to corporate members of the U.S. Chamber of Commerce and make a final determination in that regard. Costs related to participation in the ConSern program shall be deducted from the aforementioned dollar allocation to the Executive Council.
- Provide oversight for the Employee Career Resource Centers, as follows:
  - Provide guidance on training and Center goals and objectives;
  - Recommend areas, within the Center(s), that need additional emphasis and/or (re)direction;
  - Provide input as to operational efficiency and staffing levels;
  - Advise as to need for expansion or reduction of Center locations.

## Section 3. Job Displacement Training

Job displacement training opportunities will be offered to prepare employees whose jobs are being displaced, or whose jobs are being restructured or redefined to a wage schedule with a lower maximum wage rate, to enhance their ability to qualify for anticipated job vacancies within the Company or for job opportunities external to the Company.

### (a) Internal Job Vacancies

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

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

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

- (c) Only regular employees who are notified of potential displacement from their current job or restructuring of that job to a lower maximum wage rate will be eligible to participate in such training as covered in (a) and (b).
- (d) Participation by employees in job displacement training programs will be voluntary, and time spent by employees in such training will be outside scheduled working hours and not paid or considered as time worked for any purpose unless the Company determines it appropriate in specific instances to permit employees to receive such training during working hours.

#### Section 4. Training Advisory Board

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

- (a) furnishing advice to the Company on personal or career development and job displacement training courses and curricula;
- (b) reviewing and making recommendations regarding training delivery systems (e.g., technical schools, community colleges, home study programs, etc.) available to be used by the Company;
- (c) evaluating the effectiveness of such training programs and courses and the delivery systems utilized;
- (d) encouraging employees to participate in and successfully complete the available training courses; and
- (e) researching and recommending through the educational counselor, appropriate educational counseling programs to be made available to those employees interested in seeking employment outside the Company.

The Union and the Company will each be responsible for the respective costs and expenses of their representatives' participation on the Training Advisory Board and will share equally in the joint costs and expenses incurred by the Board. The Company will be responsible for the costs and expenses of the professional educational counselor.

Nothing in this program will supersede the applicable promotion or transfer provisions of the Contract.

#### Section 5. Employee Career Resource Center

Effective January 31, 1990, or as soon thereafter as practicable, three Employee Career Resource Centers will be established on a trial basis, one in Bell Atlantic-New Jersey, Inc. one in Bell Atlantic-Pennsylvania, Inc. and one in Bell Atlantic-Delaware, Inc., Bell Atlantic-Washington, Inc., Bell Atlantic-Maryland, Inc., Bell Atlantic-Virginia, Inc., Bell Atlantic-West Virginia-Inc./Bell Atlantic-Network Services, Inc. with the following features:

The Companies agree to continue to offer the Employee Career Resource Center(s) over the life of this Agreement.

#### 1. Functions

Each Center will perform the following functions:

- One-on-one and group counseling of employees regarding:
  - career goals and objectives
  - job skills and knowledge requirements
  - training for specific jobs
- Provide information on available job opportunities and trends inside and outside of the Network Services Group;
- Provide information on available Company programs and procedures (e.g., Mobility Application Plan/Upgrade and Transfer Plan, Intercompany Job Bank, Tuition Assistance, ATLAS/P.M. Education);
- Aptitude and interest testing;
- Liaison with Company departments (e.g., Operations, Labor Relations, MAP/Upgrade and Transfer Bureaus) to develop recommendations for:
  - placement of employees whose jobs are being displaced, including job specific test training;
  - placement of employees whose jobs are being restructured or redefined to a wage schedule with a lower maximum wage rate;
  - out-placement services for employees when necessary,

#### 2. Participation

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

- services of the Center for a period not to exceed six (6) months from the date of separation.
3. Administration  
Subject to the oversight and potential enhancement responsibility of the Executive Council, the Companies will continue to have on-going responsibility for the administration of the Centers, as well as the other employment security programs currently offered, including but not limited to their number, location and budget.
  4. Cost  
The Company will pay all operating costs of the Centers. The Company will also continue to support and fund existing training and retraining programs (e.g., Tuition Assistance, ATLAS/P.M. Education, Returning to Learning).
  5. Effect on Other Contract Provisions  
Nothing in this program will supersede the applicable promotion, transfer or other provisions of the contract.
  6. Arbitration  
Nothing in this Section shall be subject to arbitration.

## ARTICLE 17

### ADVISORY COMMITTEE ON HEALTH CARE

Health care continues to be a significant concern to the Company and the Union. The Company and the Union mutually recognize the following needs:

- to review trends with regard to troublesome individual cases to determine whether lack of education, administrative procedures or plan design is contributing to the problem and to recommend solutions if appropriate;
- to review covered services, quality standards, and pricing of the Health Maintenance Organizations (HMOs) which are available to employees and, if necessary, to recommend appropriate corrective action;
- to recommend (and develop) joint educational programs to help employees know how to better use their plans and become more aware consumers of medical services;
- to review all health care Summary Plan Descriptions (SPDs) for clarity, quality and understandability and to recommend changes or additions as appropriate utilizing the Plan document as reference;
- to investigate the impact of changing medical patterns of practice to determine areas of the plans that might need to be adjusted and to recommend changes, if appropriate;
- to examine annual utilization and cost data and trends with the idea of identifying areas for additional educational efforts or cost containment initiatives;
- to review design of forms for clarity and ease of use;
- to review the impact of current cost containment plan initiatives and any additional measures that are developed in the marketplace, and to recommend changes or additions, if appropriate;
- to develop cost-effective recommendations on preventive health care benefits, personal health care practices and wellness programs;

- to recommend specific physicians and hospitals for inclusion in, or exclusion from, the Managed Care Network;
- to recommend when the Managed Care Network should be introduced in a given geographical area, based upon the availability of a sufficient number and variety of providers;
- to recommend changes in the deductibles and/or stop loss levels for non-Network providers, provided that the carrier or third party administrator of the Network concurs that such changes will not have a negative impact on the effectiveness of the Network;
- to review geographical coverage and provider to employee ratios for the Dental Maintenance Organization and any existing vision care PPO and, based on such review, to recommend appropriate changes like additional optometrists and ophthalmologists;
- to receive periodic updates on general circumstances and trends of cases in which the carrier/administrator has denied coverage for procedures, protocols or drugs because of their experimental nature and to receive informational updates on the current standards utilized by the carrier/administrator in making such determinations;
- to review the findings of all independent quality evaluations of health care administrator/provider networks, facilities and physicians which may be undertaken from time to time in connection with services provided for the Bell Atlantic Network Companies' health care Plans and to receive periodic updates with respect to the implementation of recommendations set forth in the findings of such quality evaluations;
- to provide input to the Company with respect to the annual performance evaluation of the various Plan carrier/administrators and to review, in advance, the level of monetary penalties, if any, assessed against any carrier/ administrator;
- to review and provide input to the Company, in advance of execution, on all contracts with carriers, administrators or providers for services in connection with all bargained-for health care plans (Medical, Dental and Vision) except for contracts executed prior to ratification of this Memorandum of Understanding.

**Over the life of the 1998 contract period, the Advisory Committee on Health Care shall assume the following additional duties:**

- **to review vendor statement of work, service contract and performance reports on disability and FMLA administration. The service contract shall be disclosed only after execution of non-disclosure agreements by ACHC members. The Company will require the vendor to provide performance reports on disability and FMLA administration semi-annually;**
- **to review and select IME vendor/agencies for use in the IME (Independent Medical Examiner) process (IME must be independent);**
- **to review overall disability patterns, trends, and general administrative problem areas. The ACHC shall not review**

**individual cases, except as examples which will assist in the overall review process, nor shall they discuss or attempt to influence the adjudication of any individual employee's claims for benefits;**

- to review ERISA claims and appeals tracking data (not to include review of individual cases);**
- to review SADBPs and FMLA vendor problems and performance and recommend solutions to the Company Benefits and Labor Relations executives;**
- to review and recommend required employee communications on disability and FMLA;**

**The ACHC shall not formulate policy or arrive at binding decisions or agreements, but rather shall be charged with the responsibility to develop facts and recommendations so that the Company can make well-informed decisions regarding disability and FMLA administration.**

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

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

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

This Letter of Understanding will remain in effect until **August 5, 2000**. Thereafter, this Letter of Understanding can be cancelled upon 30 days notice to either party. Unless so cancelled, this Letter of Understanding will continue indefinitely, without regard to expiration of the collective bargaining agreement.

1. Designation of Coordinators: For the **two**-year term of this agreement, the Unions may designate **three (3)** employees to be excused by the Company with pay at the top-craft rate, full time, to perform the

functions of Health Care Benefits Coordinators ("HCBCs"), at the direction of the Advisory Committee on Health Care (ACHC). Two of the HCBCs will be designated by CWA, and one by IBEW. An HCBC may, but need not, be an employee represented by the Union designating him or her.

2. Training: Each HCBC must successfully complete a Company training program and demonstrate full understanding of the provisions of MEP/MCN, the Dental Expense Plan and the Vision Care Plan.
3. Duties: In order to facilitate the prompt, cooperative resolution of employees' questions and/or problems under the Company's health care plans, HCBCs will act as liaisons between employees with inquiries or disputes concerning their health care benefits and the MEP/MCN, DEP and VCP carrier-administrators. HCBCs will be provided contact names and telephone numbers to use when discussing individual cases with the carrier-administrators; however, the HCBCs will not disclose these names or numbers to other employees. HCBCs will not have authority to vary plan provisions or override decisions of the carrier-administrators on claims or appeals; however, HCBCs may write and present claims and appeals on behalf of employees to ensure complete, impartial presentation of relevant information. The ACHC may assign HCBCs other duties, such as employee education on health plan changes or other issues.
4. Confidentiality: Due to patient confidentiality requirements, (a) the carrier-administrators will communicate medically sensitive information only to the patient, unless the employee and the patient (or patient's parent or guardian, if patient is a minor) sign release forms prepared by the carrier-administrators authorizing the carrier-administrators to communicate such medically sensitive information to the HCBC; and (b) HCBCs will not discuss or disclose information on health care issues, questions or disputes to anyone other than the affected employee, carrier-administrators, the company benefits office, or the ACHC. The ACHC will review these confidentiality provisions and, if appropriate, recommend revisions to the carrier-administrators.
5. Oversight by Advisory Committee on Health Care: HCBCs will report monthly to the ACHC concerning the full scope of their activities since the last report, including all interactions with (a) the company benefits office on plan interpretation issues and (b) carrier-administrators on claims and appeals. Such reports will assist the ACHC in fulfilling its negotiated charter.
6. Grievance and Arbitration: These provisions will not be subject to the grievance or arbitration procedures.

## ARTICLE 18

### AUTHORIZED USE OF PERSONAL CARS FOR COMPANY BUSINESS

When employees are authorized to use their personal cars on Company business, they shall be reimbursed for such usage at the rate of thirty cents (\$.325) per mile.

In the event the Internal Revenue Service (IRS) increases the standard mileage rate allowable as a business-use deduction from gross income

during the term of this Agreement, the Company will change the amount of the reimbursement accordingly effective on the first of the second month following the publication of the change by the IRS, but in no event prior to the effective date of the IRS increase.

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

## ARTICLE 19

### AMENDMENTS

Section 1. The complete understanding between the Union and the Company has been set forth in this Agreement. Any amendment to this Agreement or any interpretation of the true intent and meaning of the provisions of this Agreement officially and mutually agreed to by the two parties concerned shall be committed to writing and signed by the duly authorized representatives of the parties in order to be binding.

Section 2. All written agreements and understandings between the parties, and supplements and amendments thereto, dealing with rates of pay, wages, hours of employment and other conditions of employment, bearing dates prior to the date of this Agreement shall be terminated by the signing of this Agreement.

## ARTICLE 20

### DURATION OF THE AGREEMENT

This Agreement shall be effective as of **August 9, 1998**, and shall continue in effect until 11:59 P.M., **August 5, 2000**, and thereafter unless terminated by sixty (60) days prior written notice given by either party to the other, expressly stating its intention to terminate this Agreement, in which case it shall be terminated sixty (60) days following the receipt of such notice.



EXHIBIT 1

PAYROLL DEDUCTION AUTHORIZATION

Name: ..... Payroll Code No.....

(Please Print Last Name First)

Social Security No.....

COMMUNICATIONS WORKERS OF AMERICA  
Payroll Deduction Authorization

Bell Atlantic-New Jersey, Inc. ....  
19...  
(Do Not Fill In)

I hereby authorize Bell Atlantic-New Jersey, Inc. to deduct regular membership dues, or an amount equivalent to such dues as the case may be, from my pay in the amount certified by the Secretary-Treasurer of the Communications Workers of America (hereinafter designated the "Union") as the regular dues for that month and to forward the amounts deducted to the aforesaid Secretary-Treasurer. One-fourth of the monthly dues shall be deducted in each of the first four weekly payroll periods in each month.

I hereby ratify all dues deductions made by the Company from my wages or sickness benefits pursuant to any prior dues deduction authorizations and direct that any amount so deducted and now being held by the Company be paid over by the Company to the Secretary-Treasurer of the Union.

It is understood that if said amount cannot be deducted from my pay in any weekly payroll period because my pay is insufficient therefor, such deduction shall be made when my weekly pay is sufficient, in the succeeding payroll week ending in the same month or the following month but not thereafter.

It is understood that Bell Atlantic-New Jersey, Inc. assumes no responsibility in connection with the above deduction except that of forwarding monies deducted to the Secretary-Treasurer of the Union.

This authorization cancels as of its effective date any previous authorization for payroll deduction of dues which I have heretofore given.

Union membership dues and general fees are not deductible as charitable contributions for Federal Income Tax purposes.

Residence  
Address .....  
.....  
(Street Address) (Signature)

.....  
(City or Town) (State) (Zip) (Date of Signing)  
Code



September 17, 1998

**Ms. Lynn Buckley, Staff Representative  
Communications Workers of America, AFL-CIO  
1030 St. Georges Avenue - Suite 304  
Avenel, NJ 07001**

**RE: Absence for Union Business in the Build for Overtime and  
Annual FMLA Eligibility Requirement**

**Dear Ms. Buckley:**

**As a follow-up to our recent contract settlement and our discussion on this matter, effective January 3, 1999, the Company will include “absence for Union business” which is unpaid, excused time, during the employee’s normal daily tour within the normal work week in the build for overtime and in the build for the FLMA annual eligibility requirement. Absence for Union business will not be considered as “time worked” for any other purpose, unless otherwise specified in the contract.**

**This Letter of Understanding shall expire at 11:59 p.m. on August 5, 2000.**

**Very truly yours,**

**(Original Signed By)  
R. J. Kuznial**

**CONCUR: (Original Signed By)  
M. L. Buckley**

**August 11, 1998**

**Ms. M. L. Buckley, CWA Representative**  
Communications Workers of America, AFL-CIO  
1030 St. Georges Avenue - Suite 304  
Avenel, NJ 07001

RE: RELOCATION

Dear **Ms. Buckley:**

In the course of bargaining, the Company and the Union have agreed that the Company will pay reasonable moving costs to employees who "are required to relocate their residence as a result of permanent involuntary transfer initiated by the Company".

The parties agree that these costs shall be limited to:

- transportation of the employee's household goods and personal effects from the old to the new household;
- one-way transportation costs at 9 cents per mile;
- reimbursement of one night's actual expenses for board and lodging, if necessary and approved;
- real estate commission up to 6% of the sale price of the old residence.

This agreement applies only to moves where the employee's new reporting place is at least 35 miles further distant from the employee's residence than was the former reporting place (as altered by the Internal Revenue Service for years after 1976).

The employee, no later than the effective date of transfer, may elect not to move, in which case the Company will reimburse the employee in accordance with Article 18, Authorized Use of Personal Cars for Company Business, for travel to and from the new reporting place for a period of 90 calendar days commencing with the effective date of the transfer. The employee will not be entitled to receive any travel time or travel expenses.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR: (Original Signed By)  
**M. L. Buckley**

**August 11, 1998**

**Ms. M. L. Buckley, CWA Representative**  
Communications Workers of America, AFL-CIO  
1030 St. Georges Avenue - Suite 304  
Avenel, NJ 07001

RE: STAR\*JOBS

Dear **Ms. Buckley:**

During bargaining the parties agreed that all requisitions for all titles shall be advertised in STAR\*JOBS of the Regional Associate Mobility Plan for ten (10) days.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR:(Original Signed By)  
**M. L. Buckley**

## **STRESS**

**During 1998 bargaining negotiations, the Union raised concerns regarding employee stress levels. Recognizing the desirability of reducing workplace stress levels to the extent possible, the Company and the Union emphasize their mutual belief that it would be beneficial to all employees, the Company and the Union for the parties to engage in ongoing dialogue designed to explore ways to reduce the level of stress in the workplace, and to assist employees to manage stress in their daily lives. Accordingly, this letter will confirm our agreement during 1998 bargaining to establish joint Union-Management Committees for the life of the contract to explore ways in which the parties can work together to reduce employee stress levels. Upon written request by the authorized representative of the Union, a committee will be established in a line of business/business unit with bargaining unit employees.**

**Where such joint committees are established, they shall have one meeting in October, November and December of 1998 and shall meet quarterly thereafter or more frequently by mutual agreement as required. Up to six representatives from the Company and up to six representatives from the Union shall ordinarily attend the meetings; however, upon advance mutual agreement, additional representatives of either party may attend designated meetings to discuss specific subject(s). The Company representatives at each meeting shall include the involved line of business field Director and the Director of Labor Relations.**

**The objectives of the Joint Committees shall include:**

- 1. Identifying current practices that contribute to a feeling of stress in the workplace.**
- 2. Identifying those factors outside the workplace that contribute to a sense of stress on the job.**

- 3. Reviewing and analyzing possible alternatives to current practices that are determined to be sources of significant stress.**
- 4. Recommending strategies and initiatives designed to reduce employee stress levels and to assist employees to manage stress more successfully.**

**This letter of Understanding shall expire at 11:59 PM on August 5, 2000.**

## PART 2

### TRAFFIC EMPLOYEES ONLY

This Part contains all Contract provisions that apply to Traffic employees only.



ARTICLE 50

TABLE OF MINIMUM AND MAXIMUM BASIC  
WEEKLY WAGE RATES BY TITLE

EFFECTIVE AUGUST 9, 1998

<u>TITLE</u>	<u>EMP. GROUP</u>	<u>MINIMUM BASIC WEEKLY HIRING RATE</u>	<u>MAXIMUM BASIC WEEKLY WAGE RATE</u>	<u>PENSION BAND</u>
Attendant	A	\$295.00	<b>\$572.00</b>	103
Operator	A	327.00	<b>648.00</b>	107
Pantry Attendant	A	296.50	<b>574.00</b>	103
Records Clerk (SS-1)	B	331.00	<b>654.00</b>	107
Service Analyst (S-1)	B	335.00	<b>693.50</b>	109
Service Assistant	A	340.00	<b>691.50</b>	109
Staff Clerk (SS-2)	B	340.00	<b>680.00</b>	108
Storeroom Attendant	A	302.00	<b>595.50</b>	104
Administrative Representative	A	337.50	<b>712.00</b>	110

EFFECTIVE AUGUST 8, 1999

Attendant	A	\$295.00	<b>\$595.00</b>	103
Operator	A	327.00	<b>674.00</b>	107
Pantry Attendant	A	296.50	<b>597.00</b>	103
Records Clerk (SS-1)	B	331.00	<b>680.00</b>	107
Service Analyst (S-1)	B	335.00	<b>721.00</b>	109
Service Assistant	A	340.00	<b>719.00</b>	109
Staff Clerk (SS-2)	B	340.00	<b>707.00</b>	108
Storeroom Attendant	A	302.00	<b>619.50</b>	104
Administrative Representative	A	337.50	<b>740.50</b>	110

ARTICLE 51

OPERATORS' WEEKLY WAGE RATE SCHEDULE

EFFECTIVE AUGUST 9, 1998

WAGE SCHEDULE SERVICE PERIOD	WEEKLY WAGE RATE
Start	\$327.00
End of 6 Mos	366.50
" " 12 "	411.00
" " 18 "	460.50
" " 24 "	516.00
" " 30 "	578.50
" " 36 "	648.00

EFFECTIVE AUGUST 8, 1999

Start	\$327.00
End of 6 Mos.	369.00
" " 12 "	416.00
" " 18 "	469.50
" " 24 "	529.50
" " 30 "	597.50
" " 36 "	674.00

ARTICLE 51

CLERICAL WEEKLY WAGE RATE SCHEDULE

CLERICAL TITLE -- S-2  
Administrative Representative

**EFFECTIVE AUGUST 9, 1998**

WAGE SCHEDULE SERVICE PERIOD	WEEKLY WAGE RATE
Start	\$337.50
End of 6 Mos	382.00
" " 12 "	433.00
" " 18 "	490.00
" " 24 "	555.00
" " 30 "	629.00
" " 36 "	712.00

**EFFECTIVE AUGUST 8, 1999**

Start	\$337.50
End of 6 Mos.	384.50
" " 12 "	438.50
" " 18 "	500.00
" " 24 "	570.00
" " 30 "	649.50
" " 36 "	740.50

ARTICLE 51

SERVICE ASSISTANTS' WEEKLY WAGE RATE SCHEDULE

EFFECTIVE AUGUST 9, 1998

WAGE SCHEDULE SERVICE PERIOD	WEEKLY WAGE RATE
Start	\$340.00
End of 6 Mos	382.50
" " 12 "	430.50
" " 18 "	485.00
" " 24 "	545.50
" " 30 "	614.00
" " 36 "	691.50

EFFECTIVE AUGUST 8, 1999

Start	\$340.00
End of 6 Mos.	385.00
" " 12 "	436.50
" " 18 "	494.50
" " 24 "	560.00
" " 30 "	634.50
" " 36 "	719.00

ARTICLE 52

CLERICAL WEEKLY WAGE RATE SCHEDULE

CLERICAL TITLE -- SS-1  
Records Clerk

**EFFECTIVE AUGUST 9, 1998**

WAGE SCHEDULE SERVICE PERIOD	WEEKLY WAGE RATE
Start	\$331.00
End of 6 Mos	371.00
" " 12 "	415.50
" " 18 "	465.00
" " 24 "	521.00
" " 30 "	584.00
" " 36 "	654.00

**EFFECTIVE AUGUST 8, 1999**

Start	\$331.00
End of 6 Mos.	373.00
" " 12 "	421.00
" " 18 "	474.50
" " 24 "	535.00
" " 30 "	603.00
" " 36 "	680.00

ARTICLE 52

CLERICAL WEEKLY WAGE RATE SCHEDULE

CLERICAL TITLE -- SS-2  
Staff Clerk

**EFFECTIVE AUGUST 9, 1998**

WAGE SCHEDULE SERVICE PERIOD	WEEKLY WAGE RATE
Start	\$340.00
End of 6 Mos	381.50
" " 12 "	428.50
" " 18 "	481.00
" " 24 "	539.50
" " 30 "	605.50
" " 36 "	680.00

**EFFECTIVE AUGUST 8, 1999**

Start	\$340.00
End of 6 Mos.	384.00
" " 12 "	434.00
" " 18 "	490.50
" " 24 "	554.00
" " 30 "	626.00
" " 36 "	707.00

ARTICLE 52

CLERICAL WEEKLY WAGE RATE SCHEDULE

CLERICAL TITLE -- S-1  
Service Analyst

EFFECTIVE AUGUST 9, 1998

WAGE SCHEDULE SERVICE PERIOD	WEEKLY WAGE RATE
Start	\$335.00
End of 6 Mos	378.00
" " 12 "	427.00
" " 18 "	482.00
" " 24 "	544.00
" " 30 "	614.00
" " 36 "	693.50

EFFECTIVE AUGUST 8, 1999

Start	\$335.00
End of 6 Mos.	380.50
" " 12 "	432.50
" " 18 "	491.50
" " 24 "	558.50
" " 30 "	634.50
" " 36 "	721.00

ARTICLE 53

DINING SERVICE  
WEEKLY WAGE RATE SCHEDULES

EFFECTIVE AUGUST 9, 1998

WEEKLY WAGE RATE

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WAGE SCHEDULE SERVICE PERIOD	PANTRY ATTENDANT	STOREROOM ATTENDANT	ATTENDANT
Start	\$295.00	\$296.50	\$302.00
End of 6 Mos.	329.50	331.00	338.50
" " 12 "	368.00	369.50	378.50
" " 18 "	411.00	412.50	424.00
" " 24 "	458.50	460.50	475.00
" " 30 "	512.00	514.00	531.50
" " 36 "	572.00	574.00	595.50

EFFECTIVE AUGUST 8, 1999

Start	\$295.00	\$296.50	\$302.00
End of 6 Mos.	331.50	333.00	340.50
" " 12 "	372.50	374.50	383.50
" " 18 "	419.00	420.50	432.50
" " 24 "	471.00	473.00	487.50
" " 30 "	529.50	531.00	549.50
" " 36 "	595.00	597.00	619.50



## ARTICLE 54

### WAGE ADJUSTMENTS

The wage adjustments set forth herein are the only adjustments applicable during the term of this Agreement.

#### Initial Wage Increase

Effective **August 9, 1998**, basic wage schedules shall be increased by **3.8%** on the maximum rates and 0% on the start rates. These increases in the basic wage schedules will be computed on an exponential basis.

#### First General Wage Adjustment

Effective **August 8, 1999**, basic wage schedules shall be increased by **4.0%** on the maximum rates and 0% on the start rates. These increases in the basic wage schedules will be computed on an exponential basis.

#### Minimum Wage Increase

Any employee on the payroll on the effective date of any of the **two base** wage increases will receive, at a minimum, a Five Dollar (\$5.00) increase in their weekly wages even though the applicable wage step on the schedule is increased by a lesser amount. The Five Dollar (\$5.00) weekly minimum will be prorated for part-time employees based on their equivalent work week as of the date of the increases.

## ARTICLE 55

### MONTHLY PENSION BENEFIT FOR FULL-TIME EMPLOYEES

Pension Band	<b>4.00% Increase</b> Effective <b>10/01/98</b> for retirements and Terminations	<b>4.00% Increase</b> Effective <b>10/01/99</b> for retirements and terminations	<b>3.00% Increase</b> Effective <b>07/01/00</b> for retirements and terminations
103	<b>\$27.66</b>	<b>\$28.77</b>	<b>\$29.63</b>
104	<b>28.74</b>	<b>29.89</b>	<b>30.79</b>
105	<b>29.82</b>	<b>31.01</b>	<b>31.94</b>
107	<b>31.98</b>	<b>33.26</b>	<b>34.26</b>
108	<b>33.05</b>	<b>34.37</b>	<b>35.40</b>
109	<b>34.16</b>	<b>35.53</b>	<b>36.60</b>
<b>110</b>	<b>35.21</b>	<b>36.62</b>	<b>37.72</b>

## ARTICLE 56

### GROUPING EMPLOYEES

Group "A" - comprises employees whose wage rates are covered by Article 51, "Operators' Weekly Wage Rate Schedule", and **"Service Assistants' Weekly Wage Rate Schedule"**, and Article 53, "Dining Service Weekly Wage Rate Schedules".

Group "B" - comprises employees whose wage rates are covered by Article 52, "Clerical Weekly Wage Rate Schedule."

## ARTICLE 57

### WAGE SCHEDULES

#### Section 1. Wage Rate on Weekly Basis

Wages shall be based on a weekly rate. The weekly rate presumes a week of five days of full tours of work or the equivalent.

#### Section 2. Wage Rates for Part-Time Employees

The weekly rate for a part-time employee shall be based upon the weekly rate for his/her wage schedule service period, adjusted in the proportion of his/her normal part-time work to a full week of work.

For the treatment of part-time employees engaged or reengaged on or after January 1, 1981, see Article 7.

#### Section 3. Hourly Basis of Payment

##### Group "A" Employees

The hourly basis of payment shall be 1/37.5 of the weekly wage rate for a seven and one-half hour tour, one thirty-fifth (1/35) for a seven-hour tour and one-thirtieth (1/30) for a six-hour tour.

When a full tour is scheduled and only part of the tour is worked, payment shall be on the hourly basis of the scheduled full tour for the day. However, if an employee is off duty without pay for part of his/her scheduled tour and is required to work after the scheduled termination time of his/her full tour for the day, the hourly basis of payment for the day shall be as follows: 1/37.5 of the weekly wage rate where the work terminates at or before 7:00 P.M., one thirty-fifth (1/35) where the work terminates after 7:00 P.M. but not later than 10:00 P.M. and one-thirtieth (1/30) where the work terminates after 10:00 P.M.

The hourly basis of scheduled part tours and part tours of work by employees called in on excused days shall be determined by the actual termination time of the work in the manner stated in the foregoing paragraph.

##### Group "B" Employees

The hourly basis of payment for Group "B" employees shall be one thirty-fifth (1/35) of the weekly wage rate.

#### Section 4. Application of Wage Schedules

##### Start Rates

Employees may be hired into any titles at rates in excess of the minimum hiring rate at the Company's discretion. If an employee is hired into a title at a pay rate in excess of the minimum hiring rate for reasons other than job related experience and/or job related training, any employee in that title in the city into which the employee is hired who is at a lower rate of pay will be raised to the rate of the individual hired.

##### Operator

The "Operators' Weekly Wage Rate Schedule," Article 51, indicates the rate to be paid at the office of employment in accordance with the wage schedule service period.

##### Service Assistant

The "Service Assistants' Weekly Wage Rate Schedule, Article 51, indicates the rate to be paid at the office of employment in accordance with the wage schedule service period.

##### Clerical Employees

The rates of the "Clerical Weekly Wage Rate Schedule," as set forth in Article 52, indicate the rates to be paid at the office of employment in accordance with the wage schedule service period to those employees retained in the job under consideration.

##### Dining Service Employees

The "Dining Service Weekly Wage Rate Schedules," as set forth in Article 53, indicate the rate to be paid at the office of employment in accordance with the wage schedule service period.

##### Employees Loaned

Employees who are loaned to other offices and who work in a higher-paid title for a period of three hours or more of their regular tour will be paid the wage applicable to the higher-paid title for each day the employees so work.

##### Wage Credit

Employees who have worked for Bell Atlantic-New Jersey, Inc. and are re-engaged as regular, term or temporary employees in the same or similar work as that performed at the time of separation shall be given wage credit as follows:

Months From Separation	Wage Credit
0 - 18	No less than salary step at time of separation (use most recent table)
19 - 36	One step below salary step at time of separation (use most recent table)
37 - 48	Two steps below salary step at time of separation (use most recent table)

##### Effective Date of Wage Increases

Wage increases shall be effective the Sunday nearest the date the required Wage Schedule Service Period or period of service since appointment is completed.

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

#### No Changes in Rate During Absence

An employee's weekly rate shall not be changed while the employee is on leave of absence for a period exceeding seven (7) calendar days or during a period of absence which at any time during its duration involves payment under the "Sickness and Accident Disability Benefit Plan." An increase or a decrease which comes due during such a period of absence shall be made effective (1) on the Sunday of the calendar week in which the employee returns to duty, provided he/she works at least part of the first day of his/her basic workweek within that calendar week, or (2) on the first Sunday following the termination of the absence if the employee does not work at least part of the first day of his/her basic workweek within that calendar week. Designated holidays shall not operate to diminish the basic workweek for increase or decrease purposes. Vacation is not considered as absent time for increase or decrease purposes, and an increase or a decrease which comes due during a vacation period shall not be deferred.

#### Section 5. Changes in Grade

An employee transferred to a title having a higher maximum basic weekly wage rate will have his/her wage treatment determined solely in accordance with the procedures set forth in the Promotion Pay Plan dated August 9, 1992. Similarly, an employee transferred to a title having a lower maximum weekly wage rate and who is not subject to the provision of Article 13, will have his/her wage treatment determined solely in accordance with the Promotion Pay Plan.

Any changes to or deviations from the procedures set forth in the Promotion Pay Plan must be mutually agreed to by the Company and the Union.

#### Section 6. Special City Allowance

An employee whose assigned reporting location on a particular day is in Newark or Jersey City will be paid a Special City Allowance of \$1.40 for each day he/she works after reporting at such assigned reporting locations.

The Special City Allowance will enter into computations of overtime pay required by law but will not be part of the basic rate or basic weekly wages for any other purpose nor enter into the computation of any payments under the "Bell Atlantic Pension Plan" and the "Sickness and Accident Disability Benefit Plan" or any other fringe benefits or differentials.

An employee must work more than 50% of a regular full-time daily tour, after reporting to a qualified location, to receive a full daily allowance for that day. An employee who reports to work at a qualified location but who works 50% or less of a regular full-time daily tour will be paid one-half of a full daily allowance.

Not more than one full daily allowance will be paid to an employee on any one day regardless of the number of times the employee reports to a qualified location during that day.

Assigned reporting locations within the following designated boundaries qualify, subject to the above provisions, for the Special City Allowance: All reporting locations within the municipal boundaries of Jersey City and Newark.

## ARTICLE 58

### HOURS OF DUTY

#### Section 1. General

Working hours and daily schedules of employees shall be arranged to fit the needs of the service. Employees shall be required to work overtime and during nonscheduled periods when the necessities of the service demand such work. No provision of this Contract shall constitute a guarantee as to the maximum or minimum number of hours of work per week which may be required on the part of any employee.

#### Section 2. Definitions

##### Basic Workweek

The basic workweek consists of a total of five tours of duty, made up of full tours or half tours as necessary to meet the load or operating requirements, which may be scheduled from Sunday to Saturday, inclusive.

##### Tour

A tour is the time scheduled for an employee to be on duty on any day, and includes relief but excludes lunch periods.

##### Session

A session is the continuous time, including the relief period, which an employee works without a lunch period or longer interval occurring within it. However, a straight short hour evening tour shall be considered as having two sessions of equal length.

##### Lunch Periods

In general, lunch periods will be one-half, three-quarters or one hour in length. Employee preference will be considered needs of the business permitting. No pay will be given for lunch periods.

#### Section 3. Group "A" Employees

##### Classification of Tours

The number of hours of work time in the standard tour, including relief periods but excluding lunch periods, and the usual limits within which these tours are to be assigned are as follows:

Morning-Afternoon Tour -- 7-1/2 hours work time between 6:00 A.M. and 7:00 P.M.

Afternoon-Evening Tour -- 7 hours work time between 12 Noon and

10:00 P.M.

Morning-Evening Tour -- 7 hours work time, the first session between 7:00 A.M. and 2:00 P.M. and the second session ending after 7:00 P.M. and not later than 10:00 P.M.

Morning-Evening Tour -- 6 hours work time, the second session ending after 10:00 P.M. and not later than 11:30 P.M.

Short Hour Evening Tour -- 6 hours work time ending after 10:00 P.M.

Night Tour -- 7 hours work time between 11:00 P.M. and 7:00 A.M.

#### Interval Between Tours

An employee will not be assigned to work a tour which begins less than eight hours after the completion of the employee's previous tour except in emergencies or at the employee's own request.

#### Posting Schedules of Hours

Schedules of weekly hours assigned to employees shall be posted for the guidance of employees two weeks in advance. The weekly schedule will be posted no later than Tuesday two weeks before the schedule is effective. If a holiday occurs on Sunday through Tuesday, the time shall be posted not later than Wednesday two weeks before the schedule is effective.

Granting Miscellaneous/Vacation Days After the Schedule Has Been Posted  
Miscellaneous Days and Vacation Days may be granted at any time after the schedule has been posted on a first come, first served basis provided that force conditions permit, and a replacement is not required. Simultaneous requests will be granted by seniority. Miscellaneous/Vacation Day requests will take priority over excused absence without pay.

#### Employees Assigned or Called in on a Scheduled Day Off

Employees assigned or called in to work on a scheduled day off, except on a Sunday or a designated holiday, hereinafter called a Designated Sixth day, or "DS" day, because of heavy traffic or to replace absentees shall be paid for the time actually worked and no change shall be made in the balance of their work time assignments for the week because of such work. This treatment shall not apply to exchanges of excused days arranged at the request of either employee.

Compensation for Designated Sixth days is covered under Article 61, "Overtime."

#### Employees Called in for Emergency Work

Employees who are off duty may be called to the office for emergency work such as for fires, floods, etc. Such time will not affect the employee's work time assignments for the remainder of the week and the minimum work time credit for such work shall be considered as two hours.

#### Hours of Duty of Transferred Employees

Employees transferred shall be eligible to the hours of duty to which their length of service would entitle them in the office to which they are

transferred. However, the hours of the existing force shall not be changed at the time of transfer in order to accomplish this. Where it is not possible to give a transferred employee the hours that his/her length of service entitles him/her to at the time of transfer, he/she will be placed in his/her proper position with succeeding new schedules of hours.

#### Section 4. Relief Periods

Employees assigned or called in for hours constituting a full tour of duty shall be given one fifteen-minute relief period in each of the two sessions of the tour. Employees assigned or called in for a part tour of at least three and one-half hours but less than five hours will be given one fifteen minute relief per day. Employees working more than five hours but less than seven hours, who voluntarily forfeit the assignment of a lunch period shall be given two fifteen minute reliefs.

It is agreed that after the start of a three or more hour session that there will be a one hour minimum before a relief may be assigned. Any session of less than three hours may be provided a relief after forty-five minutes from the start of the session.

Employees who work a scheduled full tour of duty and continuous overtime of two hours or more shall receive an additional fifteen minute relief for each continuous two hour overtime period. Whenever an employee works continuous overtime of six hours or more which entitles them to more than two reliefs, the Company, at its discretion, may combine two relief periods into a half-hour relief.

In no case will an additional relief or combined relief be assigned at the beginning or end of the employee's work period.

#### Section 5. Modification of Hours

All limitations as to hours of duty prescribed in this Contract may be modified to meet the service needs in case of emergency, such as storm, abnormal number of absentees or in case of extreme traffic peaks.

#### Section 6. Hours of Duty - Group "B" Employees

The daily number of hours of work time constituting a full tour of duty for Group "B" employees shall be seven hours.

### ARTICLE 59

#### SUNDAY WORK

##### Section 1. Scheduling Employees for Sunday Duty

Employees shall be scheduled in rotation for Sunday duty. Ordinarily full tours shall be scheduled, but half tours may be scheduled if necessary to meet the load or operating requirements. Sunday work for night employees shall be from Sunday night to Monday morning.

##### Section 2. Compensation for Sunday Work

###### (a) Regular, Term and Temporary Employees

(1) Scheduled and Called-In Sunday Work

Time worked on Sunday shall be paid for at one and one-half times the employee's regular rate.

Employees who are scheduled time or called in on a third consecutive Sunday shall be paid at a rate of two times the employee's regular rate in accordance with (2) below. Time worked on Sunday in excess of the number of hours constituting a full tour, will be compensated for as overtime in accordance with the provisions of Article 61, "Overtime."

(2) Determination of Number of Consecutive Sundays of Work

Only Sundays on which the employee works his/her full scheduled assigned time or is called in and works at least one-half tour will constitute a Sunday of work in determining the number of consecutive Sundays worked, except that when an employee scheduled to work on a Sunday is excused after having worked more than one session of his/her scheduled assigned time for the day, that Sunday will constitute a Sunday of work in determining the number of consecutive Sundays worked.

(3) Voluntary Substitutions on Sunday

The employee who substitutes for another employee on Sunday will be paid on the same basis that the originally scheduled employee would have been paid if he/she had worked the same hours that the substitute worked on that Sunday. The compensation the substituting employee receives will be based on his/her own rate of pay.

An employee who substitutes for another employee on Sunday will not be considered as having worked on that Sunday for the purpose of determining his/her consecutive Sundays of work. The employee who provides the substitute to cover his/her scheduled Sunday will be considered as having worked on that Sunday for the purpose of determining his/her consecutive Sundays of work provided that the amount of time worked by the substitute constitutes a Sunday of work under (2) above. Substitutions shall not affect the scheduling of either employee on subsequent Sundays.

(b) Occasional Employees

All time worked on Sundays up to a full tour shall be paid for at the regular time rate and, in addition, premium pay at one-half the regular time rate shall be given. Time worked on Sunday in excess of the number of hours constituting a full tour will be compensated for as overtime in accordance with the provisions of Article 61, "Overtime."

ARTICLE 60

HOLIDAY TREATMENT

Section 1. Designated Holidays

The following days have been designated as holidays:



New Year's Day  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day

Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day  
Personal Holiday\*

\*Employees upon completion of six (6) months of continuous service will be eligible for a Personal Holiday.

When any of these holidays falls on a Sunday, the following Monday shall be designated instead. In the case of Group "A" employees, when any of these holidays falls on a Saturday, and an employee is scheduled to work five days in that week, other than the holiday, the Company will assign one of those workdays as a DS day. In the case of Group "B" employees, when any of these holidays falls on a Saturday, the Company will designate for each Group "B" employee another day (Monday to Friday) within the week in which the holiday occurs, or within the week preceding, or in any succeeding week through April 30th of the following year, to be observed as the holiday for the employee; except that the Company may designate the Saturday as the holiday for the Group "B" employee.

In the case of Group "A" employees, when December 25 (Christmas Day) and January 1 (New Year's Day) fall on Sunday, for scheduling purposes only, Sunday will be treated as the holiday. Monday will remain as the official Company observance of the holiday and pay treatment will be in accordance with Section 3. Compensation for Holiday work.

## Section 2. Scheduling Employees for Holiday Duty

Employees shall be scheduled in rotation for holiday duty. Ordinarily, full tours shall be scheduled but half tours may be scheduled if necessary to meet the load or operating requirements. Holiday work for night employees shall be from the night of the holiday to the following morning. Temporary employees may be scheduled for holiday duty at the discretion of the Company.

### Group "A" Employees

It is agreed that the Company will post "Excused" and "Working" assignments two (2) months in advance of all holidays with the understanding that these advanced schedules are tentative and can be changed up to the posting of the schedule of hours as defined in Article 58, Section 3. Posting Schedules of Hours. (Advanced posting will included Christmas Eve and New Year's Eve.)

A reselection of hours will be limited to the following holidays: Thanksgiving Day, Christmas Day and New Year's Day as well as both Christmas Eve and New Year's Eve.

## Section 3. Compensation for Holiday Work

### Regular and Term Employees

Payment shall be at two and one-half times the regular rate for all time worked.

#### Temporary Employees

Payment to temporary employees who are regularly scheduled in rotation for holiday work shall be the same as for regular employees. Temporary employees not regularly scheduled for holiday work, if especially assigned to work on a holiday, shall be paid two and one-half times the regular rate.

#### Part-Time Employees

Part-time employees working on a holiday shall be paid at two and one-half times the regular rate, subject to the provision that in no case is the pay to be less than would have been paid had the employee not been assigned to work on the holiday.

For the treatment of part-time employees engaged or reengaged on or after January 1, 1981, see Article 7.

#### Section 4. Holidays Not Worked

For the treatment of part-time employees engaged or reengaged on or after January 1, 1981, see Article 7.

#### Group "A" Employees -- Regular and Term

Full-time employees in this group shall receive their regular daily pay when excused on a designated holiday.

Part-time employees in this group who are regularly assigned to work less than full tours on five or more days a week shall be paid premium time equivalent to their regular daily part-time pay when excused on a designated holiday. Those who are assigned to work less than the equivalent of two and one-half full tours in the holiday week shall be paid premium time of one-half day for an excused holiday. However, if the one-half day holiday premium pay and the assigned work time pay for the week do not equal or exceed the employee's weekly authorized rate, the premium pay for the holiday shall be for a sufficient number of hours (not to exceed a full day) so that the holiday premium pay and the assigned work time pay shall equal the weekly authorized rate. Those assigned the equivalent of two and one-half full tours or more in the week shall be paid premium pay of one full day for an excused holiday.

#### Group "A" Employees -- Temporary

Full-time and part-time employees in this group who are regularly scheduled in rotation for holiday work shall be given the same treatment as regular full-time or regular part-time employees respectively when excused on a designated holiday. Full-time and part-time employees in this group who are not regularly scheduled in rotation for holiday work shall receive no pay for a designated holiday not worked.

#### Group "B" Employees

Employees in this group shall receive a day's pay when excused on a designated holiday.

#### Employee Excused on a Holiday at His/Her Own Request

When an employee who is scheduled to work on a holiday is excused for the day at his/her own request, he/she shall receive the same treatment as though he/she had been scheduled off for the day, with the exception that in

no case is pay to be allowed for the day, where in order to accommodate the employee requesting the day off, it is necessary to work a temporary or an occasional employee who otherwise would have been off for the day without pay.

#### Employee Off Duty the Entire Calendar Week

No pay for a designated holiday shall be allowed an employee who is off duty for the entire week in which the designated holiday occurs except where the designated holiday is one of the paid days during a period of vacation or where the case is one for which payment is especially approved or where payment is made under the "Sickness and Accident Disability Benefit Plan."

#### Employee Off Duty Part of the Calendar Week

An employee who does not work on a designated holiday and who is paid for any other time in the basic workweek which includes the holiday shall receive a holiday allowance equivalent to one (1) day's pay for the holiday.

#### Occurrence of a Holiday During Vacation

When an employee's vacation includes a designated holiday, the employee will be granted time off with pay subsequent to the vacation excluding Sundays and holidays but within a time frame allocated by Management and equal to the hours for which the employee would have been entitled to receive pay for the holiday.

#### Occurrence of Personal Holiday During Absence

When an employee is absent with pay on their scheduled Personal Holiday for reasons other than having it observed as a Personal Holiday, the employee shall have their Personal Holiday rescheduled if a vacation day would have been rescheduled under the same circumstances.

## ARTICLE 61

### OVERTIME

#### Section 1. Compensation for Overtime Work

##### Group "A" Employees

Time worked in any day in excess of a full tour of duty, or in any week in excess of five full tours of work when such work is on a sixth or seventh day, will be considered as overtime and paid for at one and one-half times the employee's regular rate, with the exception (1) that weekly overtime hours will, to the extent the hours exceed 49, be paid at two times the employee's regular rate, (2) that time worked in excess of a full tour of duty on a third consecutive Sunday will be paid for at twice the employee's regular rate, (3) that time spent by employees while attending conferences with the Company in connection with activities of the Union will be paid in accordance with the provisions of Article 67, Section 6, "Excused Time - Communications Workers of America."

Overtime will be computed in 1/10 hour units, fractional portions being counted as a full 1/10 hour, except that no payment will be made for an initial overtime period of less than 1/10 hour.

### Work on Designated Sixth Day

A full-time Group "A" employee who works at the request of the Company on a Designated Sixth day, "DS" day, other than a Sunday or a holiday shall be paid at one and one-half times the employee's regular rate except that hours worked in excess of 49 will be paid at two times the employee's regular rate.

An employee who voluntarily substitutes for another employee on a "DS" day will not be considered as having worked a "DS" day. The compensation the substituting employee receives will be based on his/her regular rate of pay.

### Group "B" Employees

Time worked in any day in excess of a full tour of duty, or in any week in excess of five full tours of work, will be considered as overtime and paid for at the employee's regular rate, except (1) that time worked in excess of eight hours on any weekday other than a designated holiday, or in excess of forty hours in any week or in excess of a full tour on a Sunday which qualifies for premium pay at one-half times the regular rate, will be paid for at one and one-half times the employee's regular rate, (2) that time worked on a scheduled sixth day will be paid at one and one-half times the employee's regular rate, (3) that weekly overtime hours will, to the extent the hours exceed 49, be paid at two times the employee's regular rate, (4) that time worked in excess of a full tour on a Sunday which qualifies for premium pay at the regular time rate will be paid for at twice the employee's regular rate (5) that time spent by employees while attending conferences with the Company in connection with activities of the Union will be paid in accordance with the provisions of Article 67, Section 6, "Excused Time - Communications Workers of America."

Overtime will be computed in 1/10 hour units, fractional portions being counted as a full 1/10 hour, except that no payment will be made for an initial overtime period of less than 1/10 hour.

### Section 2. Determining Overtime Periods

Time worked, for the purpose of determining the amount of time to be paid at the overtime rate, shall include:

- (a) All time actually worked, including relief periods.
- (b) Time during which an employee is required to be in attendance at Company meetings, etc.
- (c) Time not worked due to tardiness when pay is allowed.
- (d) Excused time granted with pay to an employee while in attendance at conferences with the Company in connection with activities of the Union.
- (e) Excused time on holidays observed Monday through Friday.

### Group "A" Employees

Time worked in excess of a full tour in any day shall be excluded in determining the amount of time in excess of five full tours in the week.

Group "B" Employees

Time worked in excess of 8 hours in any day other than a Sunday or a designated holiday and time worked in excess of 7 hours on a Sunday or a designated holiday shall be excluded in determining the amount of time worked in excess of 40 hours in the week.

ARTICLE 62

DIFFERENTIAL PAYMENTS

Section 1. Tour Differential Payments

Schedule of Tour  
Differential Payments

Afternoon-Evening 7-hour tour	\$ .75
Short Hour Evening 6-hour tour	.75
Morning-Evening 7-hour tour	1.75
Morning-Evening 6-hour tour	1.75
Night tour	2.00
Extra Work Period	1.00

The differential is compensation to the employee because of morning-evening, evening or night work.

(a) Employees Entitled to Differential Payments

Differential payments shall be made under the conditions specified in the following paragraphs to Group "A" employees.

(b) Differentials for Time Worked

(1) Full Tours Worked

The differentials, authorized under the above schedule, will be paid for each morning-evening, evening or night full tour of work.

(2) Work in Excess of a Full Tour

(a) The full tour of work will determine the differential payment for the day.

(b) When an employee works an extra period separate from his/her regular assigned tour for the day by an interval of one hour or more, the employee shall be paid the differential for "extra work period." In addition, if the time worked is a full tour or more, the differential treatment for full tours of work shall apply.

(3) Scheduled Part Tours of Work

The differential treatment for a scheduled part tour of work, including part tours worked by employees called in, will be determined on the basis of the time at which the work on that day terminates, provided the work terminates after 7:00 P.M. as part of a 7-hour afternoon-evening tour or after

10:00 P.M. as part of a 6-hour short hour evening tour. However, if the time worked is more than a full tour, the differential treatment for full tours of work will apply.

(4) Part of Scheduled Full Tour Worked

The differential associated with the scheduled full tour for the day shall be paid in cases where part of the tour is worked and the remainder is time off duty with pay. Where pay is not allowed for time off duty, the differential will be paid only when the time worked is part of a straight 6-hour evening tour or is all or part of the second session of any morning-evening tour or afternoon-evening tour. On a day on which there is time worked beyond the termination time of the full scheduled tour and the total time worked is less than a full tour, the differential treatment will be determined on the basis of the time at which the work terminates. If the time worked is a full tour or more, the differential treatment for full tours of work shall apply.

(5) Full Workweek Composed of Full and Half Tours

An employee who is assigned four full and two one-half tours for any week shall be paid an "extra work period" differential for the second half tour. If appropriate, a seventy-five cents (\$.75) evening differential may also apply.

(6) Temporary Transfers for Training

In cases of temporary transfer for training from a tour carrying a differential to one carrying a lower or no differential, the differential of the tour from which the transfer is made shall be allowed, provided the transfer is for a period of not more than six weeks and return to the former tour at the end of the training period is contemplated.

(7) Group "B" Employee

Group "B" employees who perform evening work will receive the same differential treatment as Group "A" employees would receive under the same circumstances.

(c) Differentials for Time Off Duty With Pay

(1) Holiday Excused and Day Excused For Holiday in Vacation

The differential associated with the scheduled tour for the week shall be paid on a holiday excused with pay and on a day excused with pay for a holiday in vacation. Relief operators assigned various tours in the week will receive the differential of the predominant scheduled tour in that week. Where the tours are evenly divided, the tour with the higher differential treatment shall be considered as predominating.

(2) Vacations

During vacation weeks an employee shall be allowed the weekly differential payment associated with the assigned tour at the time the vacation prepayment is prepared. Relief operators and those whose tours of duty are

regularly rotated shall be allowed the differentials normally received; information as to the tours worked during the two weeks immediately preceding the week in which the vacation prepayments are prepared will ordinarily be sufficient to obtain a fair average. The number of differentials to be allowed a part-time employee should not exceed the number of vacation days in the week.

### (3) Sickness Absence During First Seven Days

During the first seven days of sickness absence, employees will be allowed the differentials associated with the scheduled tours paid for.

### (4) Change of Tour Day

A night employee transferred to a morning-evening or afternoon-evening tour and allowed a day off with pay because of the change of tour, shall also be allowed the appropriate tour differential.

### Section 2. "In-Charge" Differential

A differential payment of \$4.00 per session will be made to an employee for each day on which he/she is assigned to be "in-charge" and works in that assignment for a full session. Whenever an employee is assigned for a period of less than a full session, payment will be made at the rate of \$1.00 per hour or fraction thereof, not to exceed \$4.00 per session. "In-charge" time of less than fifteen minutes will be disregarded.

### Section 3. Training Differential

An employee temporarily assigned to the training of employees and who works in that assignment for three (3) hours or more of their regular tour shall be paid a differential of \$15.00 for each day while so assigned.

Whenever an employee is assigned for a period of less than three hours, payment will be made at the rate of \$2.00 per hour, or fraction thereof, not to exceed \$15.00 per tour.

Types of training assignments for which a differential shall be paid include formal initial and/or conversion training and Company sponsored forums. In order to be eligible to receive this differential, an employee must be certified for the assignment.

### Section 4. Senior Grade Clerk Differential

A Group "B" clerk temporarily assigned to assume the duties and responsibilities of a senior grade clerical job and who works in the assignment for a period of three (3) hours or more of his/her regular tour shall be paid a differential for the day equal to one-fifth (1/5th) the difference between the maximum salary for his/her title and the maximum salary for the title to which he/she is temporarily assigned.

### Section 5. Administrative Representative

Employees in a title other than Administrative Representative, who are receiving training or substituting for the Administrative Representative, and who work in the assignment for three (3) or more hours of their regular tour of duty, shall be paid a differential for the day equal to one-fifth (1/5th) of

the difference between the maximum salary for their title and the maximum salary for the title of Administrative Representative.

#### Section 6. Service Assistant Differential

Employees who are receiving training or who are temporarily assigned as or who substitute for a Service Assistant, and who work in the assignment for three (3) or more hours of their regular tour of duty, shall be paid a differential for the day equal to one-fifth (1/5th) of the corresponding Service Assistant differential as defined in Article 57, Wage Schedules, Section 4, Application of Wage Schedules.

#### Section 7. Work on Christmas Eve - Group "A" Employees

Time worked between 7:00 P.M. on Christmas Eve and 7:00 A.M. on Christmas Day will be paid for at one and one-half times the employee's regular rate. This pay treatment is applicable to Group "A" employees and is compensation to the employee because of work performed during the above specified hours and is in addition to differentials for evening or night work. There shall be no additional payments for time worked between these hours.

#### Section 8. Work on New Year's Eve - Group "A" Employees

Schedule of Differential Payments	
Work ending after 7:00 P.M. and at or before 10:00 P.M.	\$10.00
Work ending after 10:00 P.M.	12.00
Night tour	15.00

The differential is applicable to Group "A" employees and is compensation to the employee because of work performed on New Year's Eve and is in addition to the regular payments and differentials for evening or night work. In no case is more than one of the above New Year's Eve differential amounts to be paid an employee for work on New Year's Eve.

### ARTICLE 63

#### CARFARE

#### Section 1. Employees Furnishing Relief or Loaned to Other Offices or Under Instruction at Training Centers

When an employee who is assigned on a temporary basis (usually less than sixty (60) calendar days) to work at a location other than his/her regular reporting location incurs travel time in excess of normal, such excess travel time shall be paid in the same manner as work time or the employee's tour shall be shortened correspondingly. If under these conditions the employee is also required to spend additional carfare over and above that normally incurred, the employee should be reimbursed for the amount of the additional carfare.

#### Section 2. Employees Visiting the Medical Department or Consultant

When an employee visits the Medical Office or a local or general consultant at the direction of the Company, the employee shall be reimbursed for any carfare expense necessitated by the visit. When the visit is on an employee's own initiative or at the request of his/her dentist or private physician, that is,



when the visit is not on behalf of the Company, no carfare reimbursement shall be allowed.

### Section 3. Carfare in Connection with Traveling

Certain employees, largely in the district, area and general headquarters groups, are regularly or occasionally required to travel in the performance of their duties. Employees will be reimbursed for any carfare expended in such traveling which is in excess of that ordinarily expended for transportation to and from their regular place of duty.

### Section 4. Call Out for Overtime

Employees called at home and asked to work overtime assignments in addition to their regularly scheduled tour of duty, will receive reimbursement according to Article 18 "Authorized Use of Personal Cars for Company Business" for excess mileage incurred or actual expense incurred by public transportation.

It is understood that the intent of this language is to reimburse employees for additional travel expenses only. The normal commute an employee is required to make according to his/her schedule of hours is not covered by this language.

## ARTICLE 64

### VACATIONS

#### Section 1. Schedule of Vacation Periods

Vacation periods with pay shall be granted in each calendar year subject to the following service factors:

- |   |                 |
|---|-----------------|
| (a) Employees engaged (i.e., first reporting for duty) on or after July 1 of the current year--                                       | No vacation     |
| (b) Employees who will complete six (6) months of net credited service on or before December 31 of the current year--                 | One (1) week    |
| (c) Employees who will complete twelve (12) months of net credited service on or before December 31 of the current year--             | Two (2) weeks   |
| (d) Employees who will complete seven (7) or more years of net credited service on or before December 31 of the current year--        | Three (3) weeks |
| (e) Employees who will complete fifteen (15) or more years of net credited service on or before December 31 of the current year--     | Four (4) weeks  |
| (f) Employees who will complete twenty-five (25) or more years of net credited service on or before December 31 of the current year-- | Five (5) weeks* |

\*At least one week must be taken during the months of January, February, March, April, November or December.

## Section 2. Determining Vacation Allowances

### One and Two Weeks

The engagement or reengagement date from which service has been continuous shall be used in determining the vacation allowance of one or two weeks with the understanding that leaves of absence and periods of disability absence shall not affect the continuity of service. Credit shall be allowed for continuous service in other Bell Atlantic Network Services Group Companies in determining vacations for employees transferred to this Company.

### The Third, Fourth and Fifth Week

The net credited service date shall be used in determining eligibility for a third, fourth and fifth week of vacation.

### Employees Entitled to Vacation

Employees shall be granted vacations in accordance with the service factor specified above, subject to the following provisions:

1. No employee shall begin the first week of a vacation prior to the completion of at least six (6) months of service from the date of engagement or reengagement nor begin the second week of a vacation prior to the completion of at least 12 months of service from the date of engagement or reengagement except as the needs of the service, as determined by the Company, indicate otherwise.
2. An employee who during the calendar year returns from a continuous period of absence of more than six (6) months due to leave of absence or layoff, shall not be eligible to a vacation in that year until the employee has completed six (6) months in the performance of duty after returning from such absence. These six (6) months in the performance of duty need not be continuous, but periods of absence of eight (8) days or more shall not be credited in computing the required six (6) months. In the event this six (6) month period extends into the following year, the Company will schedule the vacation in the following year, or pay in lieu of vacation, at its option, upon completion of the six-month requirement.
3. Vacations shall not be granted to part-time employees whose part-time weekly hours are less than the equivalent of two and one-half days a week.

## Section 3. Vacation Period

Vacations shall be taken during the calendar year, except as specifically provided for elsewhere in this Article, and will not be considered cumulative at the option of the employee.

Employees who are eligible for one (1) or two (2) weeks of vacation may select one (1) week, and employees who are eligible for three (3) or more weeks of vacation may select two (2) of those weeks to be taken on a day-at-a-time basis. If this is done, individual vacation days may be selected only after all selections of full weeks have been completed.

Employees eligible for two weeks of vacation who elect one week in DAT's, may select three (3) DAT days to be used in half days. Employees eligible for three or more weeks of vacation, who elect DAT's, may select five (5)

DAT days to be used in half days. Employees with one week of vacation are eligible for one (1) DAT day in half days.

Individual vacation days prior to the reserved time may then be granted to employees subject to the needs of the service as determined by the Company.

Individual vacation days may be selected and scheduled or employees must select reserve time for these days. Individual days not selected and scheduled prior to the reserve time must be taken during the reserve time.

The period during which reserve time may be scheduled shall extend through April 30th of the following year.

When an employee is unable to take a previously scheduled vacation for reasons beyond his/her control, such as accident or sickness disability, jury duty, etc., the Company, after the employee has returned to work, will reschedule the vacation within the calendar year. In the event there is not sufficient time remaining in the calendar year to reschedule such vacation, or should such absence continue to the end of the year or extend into the following year, the Company will reschedule the vacation in the following year, or pay in lieu of vacation, at its option.

#### Section 4. Arrangement of Vacation Schedules

In planning a vacation schedule the central office force shall be divided into certain groups. The grouping shall be determined by the Manager in accordance with his/her knowledge of local conditions and in such manner as will cause the least amount of interference to the service.

A vacation schedule will be posted in each office by October 31 of the preceding year. Vacation schedules will be prepared with special emphasis on the maximum number of holiday and summer weeks to be available for selection. Prior to the posting of the vacation schedule, the Union will be permitted to review such schedules and discuss with Management any adjustments. Adjustments to the schedules will be made consistent with force conditions and the needs of customer service as determined by the Company.

Selection priorities at the time of the vacation selection shall be in the following order:

- All Full Weeks
- Reserve Time
- Miscellaneous Days (PH, VH, DH and EWD) and Vacation Days (DATs)

Reserve Time will be limited to a maximum of fifteen (15) days. Reserve time may be scheduled through April 30th of the following year.

Volunteers for early vacation weeks in January and February will be accepted and approved by Management.

The vacation selection will begin on December 1 and shall be completed by February 1.

At the time of the vacation selection, employees may request "EA" time and miscellaneous days consecutive with vacation weeks. If granted, force conditions permitting, seniority will determine the assignment.

#### Section 5. Assigning Vacations

As far as practicable, vacations shall be scheduled in calendar weeks and in consecutive weeks in order to avoid unnecessary distortion of the Saturday and Sunday work assignments of other employees during the vacation season. Choice of vacation time to employees in each group shall be as follows:

Operators in each group shall be given choice of vacation on the basis of continuous service. In determining continuous service, the provisions of Section 2, "Determining Vacation Allowances" of this Article shall apply, except that the bridging of breaks in service by action of the Benefit Committee shall not change the date of continuous service for vacation choice.

Service Assistants in each group shall be given choice of vacations on the basis of the date of appointment to the grade of Service Assistant from which their service in this grade and any higher grade has been continuous.

#### Section 6. Scheduling of Days Off Preceding and Following Vacations

When traffic and force conditions permit, scheduled days off shall be arranged, insofar as possible, so as to be associated with the start or end of the vacation or both. Holiday schedules shall be arranged whenever possible to avoid scheduling an employee to work on a holiday that falls on the day immediately preceding or following the vacation. Where an employee elects to split his/her vacation and special scheduling of days off has been arranged in connection with one of the vacation periods, special scheduling of days, insofar as possible, for the subsequent vacation time shall be arranged only after the other employees have been accommodated in the matter of days off associated with their vacation.

#### Section 7. Vacation Pay

Vacation payment shall be the weekly wage rate for full-time employees and the weekly part-time rate for part-time employees. Differential payments during vacation shall be as specified under "Differentials for Time Off Duty With Pay," in Article 62, Section 1(c). Meal allowance for Dining Service employees shall be as specified under "Meal Payments" in Article 66, Section 1.

#### Section 8. Advancement of Vacation Pay

Pay will be advanced for vacation weeks unless otherwise requested. A separate advance will be issued for vacation pay (except for day-at-a-time vacation pay) in addition to the regular pay to which the employee is entitled. Requests that vacation pay be not advanced should be made by employees at least ten days before the date on which the vacation begins. Pay for the week immediately preceding vacation will not be advanced unless specifically requested by the employee. Where prepayment is requested, the amount advanced shall be limited to five days' pay and shall cover only the regular time for the week and the premium time for a holiday excused, and

shall not include any other premium time, differential payments or carfare. The amount not paid in advance shall be paid on the first payday following the vacation.

#### Section 9. Payment in Lieu of Vacation

An employee leaving the service of the Company will receive vacation pay, as defined in this Article, in lieu of any vacation to which he/she is eligible at time of service termination under the following conditions:

- (a) Layoffs as provided in Article 73, "Termination Allowance in Case of Layoff" of this agreement;
- (b) Resignations, provided the employee gives at least two (2) weeks' advance notice and works the period covered by the notice;
- (c) Discharges, except in cases of misconduct or serious breach of discipline as determined by the Company;
- (d) Upon retirement, an employee will be eligible to receive a lump sum payment in lieu of unused vacation to which the employee is entitled at time of retirement upon giving the Company thirty (30) days written notice;

and provided further that, in cases of resignations and discharges, such separations did not occur (1) during or at the expiration of leaves of absence without pay, (2) at the expiration of a period during which the employee was receiving "Sickness Disability Benefits," or (3) where the employee has not worked during the current calendar year.

#### Section 10. Unused Vacation

In case of death, wages associated with any unused portion of an employee's vacation shall be paid to the employee's beneficiary or to his/her estate.

#### Section 11. Vacation Buy-Back

**The Company may offer to buy back a full week or weeks of an employee's scheduled vacation in order to meet unanticipated business demands.**

**The decision by the Company to make a week or weeks available for buy-back in a particular group will be determined solely by the force and service conditions within that group.**

**All regular employees who are eligible for at least 1 week of vacation in the current calendar year will be eligible to sell vacation.**

**Once the Company decides to offer vacation buy-back, the opportunity will be extended to employees scheduled to take that week in the designated group based on seniority. Acceptance of an offer to buy-back full weeks of the scheduled vacation is voluntary; however, once vacation is bought by the Company it is not available for reselection. The employee's work schedule will reflect a normal work week and the employee will be paid for the vacation buy-back on the same basis as provided for in Section 7, above. This provision applies only to full weeks of vacation including weeks with holidays.**

**Questions regarding the offer or acceptance of vacation buy-back may be submitted to the grievance procedure; however, neither the provisions of this letter nor its interpretation or application shall be subject to arbitration.**

## ARTICLE 65

### EXCUSED WORKDAYS

Section 1. Each regular employee who has at least six (6) months of net credited service on January 1 of the current year shall be eligible for four (4) excused workdays with pay and one (1) excused workday without pay during the year.

Section 2. Employees who do not work on their paid excused workday shall be paid for the day as if for a normal or standard day worked provided they are on the active payroll of the Company on that excused workday.

Section 3. One (1) paid excused workday in each calendar year may be designated by the Company for employees in an administrative work group (as designated by the Company) or in any larger group, including the entire Company. Employees (except occasional employees) in any such group for which an excused workday is designated by the Company and who are not otherwise eligible for a paid excused workday shall be excused and paid for such designated day as set forth in Section 1, provided they are on the active payroll of the Company on the designated excused workday.

Section 4. Employees who are on vacation or absent with pay on their paid excused workday for reasons other than having observed it as an excused workday shall have their paid excused workday rescheduled if a vacation day would have been rescheduled under the same circumstances.

Section 5. If employees agree to work on their paid excused workday and the Company determines that the day cannot be rescheduled, they shall be paid as applicable in accordance with the following:

- (a) Employees who agree to work before the work schedule becomes fixed shall receive one (1) day's pay as set forth in Section 2 in lieu of their excused workday and shall in addition be paid in accordance with the provisions of the collective bargaining Agreement covering work on a scheduled day of work.
- (b) Employees who agree to work after the work schedule becomes fixed shall receive one (1) day's pay as set forth in Section 2 in lieu of their excused workday and shall in addition be paid in accordance with the provisions of the collective bargaining Agreement covering work on a nonscheduled day.
- (c) Time worked by an employee on his/her excused workday shall be considered time worked on a regularly scheduled day of work for all purposes, except as is otherwise expressly provided herein.

Excused workdays may be scheduled through April 30th of the following year.

## ARTICLE 66

### MEAL PAYMENTS -- BOARD AND LODGING

#### Section 1. Meal Payments

Employees shall be paid their actual expense for lunch when visiting the Medical Office or a local or general consultant at the direction of the Company when such visits take them out of the city or town to which they are assigned for the performance of their regular duties. It is the intent that employees shall not be put to additional expense because of such visits.

The value of meals furnished to Dining Service employees shall be allowed to them where payment is made for an excused holiday, for vacation, for an excused day because of a holiday during vacation or for sickness absence occurring during the first seven days of such absence. The meals furnished are valued at twenty-five cents a meal.

#### Section 2. Board and Lodging

Employees, when assigned to work requiring them to be absent from home overnight or longer, shall be allowed the actual expense incurred for board and lodging.

## ARTICLE 67

### WAGE TREATMENT FOR TIME NOT WORKED

#### Section 1. Tardy Time

When tardy time exceeds six minutes in duration, there will be no payment except upon Management approval. Tardy time of not more than six minutes will be paid. There is a tardy allowance of two minutes in all Traffic locations.

#### Section 2. Death in Family

- (a) In case of death in an employee's immediate family or of a relative residing at the employee's home, Management will approve payment for absence which ordinarily should not exceed three days but which may, under special circumstances and with Management approval, be extended to cover one week. "Immediate family" is defined as spouse, **domestic partner as described and identified in the "Domestic Partner Agreement"**, children, stepchildren, parents, stepparents, brothers, sisters, mother-in-law, father-in-law, grandparents and grandchildren.
- (b) In case of death of a relative not in the immediate family nor residing in the employee's home, or person(s) who are not relatives but regularly live in the same household as the employee, time off with pay for a full scheduled workday in order to attend the funeral may be granted at the discretion of the Company. In determining the treatment to be accorded, Management will consider the relationship between the employee and the deceased, the time and place of the funeral, and the employee's hours of duty. Ordinarily the maximum time excused with pay should not exceed one day.

- (c) In the case of a death of an active employee, the Company will release one Union Representative, designated by the local Union President, without pay to attend the funeral of the co-worker. Excused time without pay will not exceed one day.

### Section 3. Visits to Medical Department

When an employee visits the Medical Office or a local or general consultant at the direction of the Company, the employee shall be excused for such time required for the visit as falls within his/her scheduled work period and pay shall be allowed for the excused time. It is the intent that such visits should in general be at times when the employee is scheduled to work.

### Section 4. Change of Tour Day

Employees transferred from night duty shall be given one full day off before reporting for a morning-afternoon, an afternoon-evening or a morning-evening tour. When such a transfer is made the employee's scheduled days off for the week shall be arranged or rearranged so that the intervening day shall fall on a scheduled day off. No pay for this day off shall be given. However, where the employee has already had his/her two scheduled days off or where the rearrangement of the scheduled days off in the week would greatly inconvenience the employee, a day off because of the change from night duty shall be given with pay.

### Section 5. Sickness Disability Allowances - First Seven Calendar Days

Payments to regular employees because of absence due to personal illness occurring during the first seven days of such absence will be made in accordance with the practice of the Traffic Department of the Company. In general, the prevailing practice contemplates that such payments will be made (1) to employees of one year but less than two years of net credited service beginning with the third consecutive scheduled workday of such absence subject to a maximum of three days' pay during the first seven calendar days of absence; and (2) to employees of two years but less than five years of net credited service beginning with the second consecutive scheduled workday of such absence subject to a maximum of four days' pay during the first seven calendar days of absence; and (3) to employees with five or more years of net credited service, beginning with the first scheduled workday of such absence, subject to a maximum of five days' pay during the first seven calendar days of such absence. In administering the above practice, scheduled workdays of absence for the purpose of determining the first day of absence and the days to be paid will include only those days which are a part of the employee's basic five-day workweek. The practice contemplates that, in general, regular employees with five or more years of net credited service will be paid for partial days of absence due to personal illness on scheduled workdays which are a part of the employee's basic five-day workweek.

Sickness disability allowances may be denied in any case where the employee fails to report his/her absence properly and as promptly as circumstances permit. Payment may be withheld in cases requiring investigation of the cause for absence, and may be denied in any such case where satisfactory proof of disability is not established by the employee within a period of two weeks from the first date of absence.



## Section 6. Excused Time - Communications Workers of America

Employees shall be paid for time excused from their scheduled work hours while in attendance at conferences with the Company in connection with activities of the Union, provided that excused time while in attendance at bargaining conferences with the Company shall be paid at the employee's straight-time rate and the total payment for such excused time shall not exceed five days' pay at the straight-time rate in any calendar week. During the period of bargaining, members of the Union Bargaining Committee who are not on leave of absence will be assigned five day tours Monday through Friday with Sunday and Saturday being scheduled as "Excused" days.

The Union agrees that not more than four employees shall be excused from their scheduled work hours for attendance at any conference with Management in connection with activities of the Union.

## Section 7. Union Orientation Meeting

Within seven (7) business days of his/her initial employment by the Company, a new employee will be introduced to a Representative of the Union by his/her supervisor for the purposes of permitting the Representative to provide the employee with information about the Union. The Representative and the new employee shall be released for up to one-half (1/2) hour of paid work time provided the time taken is during the employee's and the Representative's normal scheduled hours. The discussion between the Representative and the employee shall be conducted away from the space where Company operations or administrative work is performed.

Within an office, no more than two meetings shall be held monthly. Whenever more than one employee is hired into an office within the same two-week period, every effort will be made by the Union and the Company to hold a single group meeting.

The Company will advise a Representative of the Union within seven (7) business days of an employee's transfer into the work group.

## Section 8. Jury Service

**Employees absent during scheduled tours of the normal work week while serving as jurors will be paid their basic pay provided such employees notify the Company and furnish proof of jury service satisfactory to the Company no later than three weeks prior to such scheduled jury service. Employees scheduled for Afternoon-Evening Tours, Morning-Evening Tours, Short Hour Evening Tours or Night Tours will be rescheduled for Morning-Afternoon Tours and employees scheduled for Saturday or Sunday tours will be rescheduled for Morning-Afternoon Tours, Monday through Friday, if consistent with service requirements as determined by the Company, while serving as jurors.**

## ARTICLE 68

### "EMPLOYMENT ENVELOPE" RECORDS

Records kept by the Company and filed in an envelope known as the employee's "Employment Envelope" will be restricted to matters pertaining to the individual's employment in the Company. The "Employment Envelope" records of any employee may be inspected by him/her and, upon his/her written permission or personal approval to the Manager-Operator Services or comparable staff supervisor, may be inspected by a representative of the Union.

## ARTICLE 69

### PROMOTIONS AND TRANSFERS OF UNION REPRESENTATIVES

Section 1. The Company agrees that it will not initiate or discuss with any duly certified representative a promotion or transfer which affects his/her existing status as a representative of the Union without first obtaining the consent of the C.W.A. Vice President (District 1) or his/her designated representatives. The Company shall give the Union oral notice of the proposed promotion or transfer and if the Union orally consents, the Company may initiate the promotion or transfer immediately. The Company shall forward to the Union within one week written acknowledgment of such oral consent. If the Union does not orally consent, the Company shall give the Union written notice of the proposed promotion or transfer and the Union shall conclusively be presumed to have consented, unless within one week after receipt of such written notification, it advises the Company in writing that it does not consent.

Section 2. For the purpose of this Article, the term "any duly certified representative" will mean employees who are on leave of absence from the Company under the provisions of Article 6 of this Agreement - "Absence for Union Duties," the President, the Vice President and the Secretary-Treasurer of each Union Local representing Traffic Department employees of the Company and Group Leaders in these Locals, whose names have been furnished by the Union to the Company in writing as duly authorized representatives of the Union.

## ARTICLE 70

### SENIORITY IN PROMOTIONS

In the selection of employees for promotion within an office to Administrative Representative or Service Assistant, seniority shall govern if all other qualifications are substantially equal. The same principle shall apply to clerical employees in district and equivalent staff groupings. The decision of the Company shall be controlling unless the Company is shown to have acted arbitrarily or in bad faith. Any dispute not resolved through the grievance procedure may be submitted for arbitration, as provided in Article

76 of this Agreement, but in that event, only the questions of arbitrary action or bad faith shall be subject to arbitration.

## ARTICLE 71

### DISCHARGES, DEMOTIONS AND SUSPENSIONS

Section 1. Any regular employee of more than six (6) months of net credited service hereafter discharged, demoted or suspended for cause may file a written claim with the Company, or the Union on behalf of such employee may file a grievance, within thirty (30) days after such action is taken asserting that he/she has been discharged, demoted or suspended without just cause, and such claim shall thereupon be reviewed in accordance with the procedure prescribed in Article 74.

Section 2. In the event it is agreed that the employee is to be reinstated the terms of such reinstatement shall be settled by agreement.

Section 3. In the event that the parties are unable to agree on the question as to whether the employee involved was discharged, demoted or suspended without just cause, the Union, upon written notice served upon the Company within thirty (30) days after the grievance procedure has been exhausted, may require that the question at issue be submitted to arbitration pursuant to the provisions of Article 76.

Section 4. If the arbitration award finds that the discharge, demotion or suspension was made without just cause the employee shall be reinstated on the following basis: (a) in case of discharge or suspension, the employee shall receive his/her regular rate of pay for time lost or such portion of his/her regular pay as is specified by the arbitration award, less any amount other than wages received from the Company at time of discharge and any amounts paid to and receivable by the employee as wages in other employment and as unemployment benefits or disability benefits under any present or future provision of law for the period since the date of such discharge; (b) in the case of demotion the employee shall be compensated for all loss of wages due to difference in basic weekly rates of pay.

Section 5. The Company agrees to notify orally either a Union Steward, Group Leader, or an officer of the Union, of the suspension, dismissal or demotion of an employee as soon as practicable following such action. It is intended that such notice be received by the Union no later than five (5) days after the suspension, dismissal or demotion.

It is understood, however, that if the employee requests the Company to withhold notification from the Union, the Company will do so.

## ARTICLE 72

### FORCE ADJUSTMENTS

Section 1. The Company shall decide the necessity for and shall determine the extent of all force adjustments. Force adjustments may be accomplished by transfers, part-timing, or layoffs, or combinations thereof, as hereinafter provided.

Section 2. It is recognized by the parties that regular employees may be transferred from one office to another office to meet work loads and service requirements. The Company shall determine the necessity for such transfers and shall determine whether the employees to be transferred are qualified to meet the service requirements. Volunteers for such transfers at the office from which transfers are to be made will be considered on a seniority basis among the volunteers qualified to meet the service needs at the terminating office. If a sufficient number of qualified volunteers are not available, qualified employees shall be selected for such transfers in the inverse order of seniority. Upon the request of employees involuntarily transferred, the Company will undertake to return them to their home office as soon as force requirements and service needs permit.

Section 3.

- (a) When it becomes necessary to reduce the working force at any central office the Company will take the following steps in the order named and to the extent required in that central office and in any other central office or central offices handling the same type of traffic and located in the same building:
- (1) Discontinue the regular use of occasional Operators.
  - (2) Release temporary employees.
  - (3) Release "Term" employees, i.e., those engaged for temporary work in anticipation of future force reductions.
  - (4) Lay off regular employees of less than one year of net credited service in the inverse order of seniority, or distribute such work as may be available for this group equitably among this entire group. When the Company anticipates an extensive layoff in this group, it will notify the Union of its intention.
  - (5) Lay off regular employees of more than one year of net credited service in the inverse order of seniority, unless some other mutually satisfactory method has been agreed upon after discussion with the Union as provided in paragraph "(b)", provided, however, that until such further layoffs or other method of making force adjustments is actually placed in effect, the Company may distribute such work as may be available equitably among all remaining regular employees.
- (b) If further force reduction will be required after steps 1, 2, 3, and 4 mentioned in paragraph "(a)" have been completed at the office in question, the Company will notify the C.W.A. Vice President (District 1) at least 30 days before laying off any regular employee of more than one year of net credited service. The Company will furnish the C.W.A.

Vice President (District 1) with a list of employees who would be involved in such layoff and their net credited service. The Company and the C.W.A. Vice President (District 1) and/or his/her delegated representatives will discuss the advisability of accomplishing the necessary force reduction by the introduction of part-timing or by a combination of layoffs and part-timing. If part-timing or a combination of layoffs and part-timing is adopted, there shall be a uniform reduction in the scheduled work time of all regular employees in the office, except where uniform reduction is not practicable. If a mutually satisfactory method involving part-timing has not been agreed upon at least two weeks prior to the effective date of the required force reduction, the necessary reduction will be accomplished by laying off regular employees in the inverse order of their net credited service as indicated by the official records of the Company.

- (c) A regular employee who has been or is about to be laid off in accordance with paragraph "(b)" preceding, will be placed on the "Preferential Hiring List" at all central offices within one hour's commuting time by public transportation from his/her home and at any other office at which he/she desires to be employed. The Company will undertake to make work available for him/her at one of these offices to the extent that this can be done by the application of steps 1, 2, 3, and 4 of paragraph "(a)". If at the time of the force reduction, work is available for him/her at one of these offices, he/she shall be transferred. If work cannot be made available for him/her at one of these offices or at some other office selected by him/her, he/she shall be given layoff treatment.

Section 4. Any employee who is transferred to another office shall be required to assume the status (regular, temporary or term) he/she would have if his/her latest engagement had been at the office to which he/she is transferred. This shall not apply, however, to employees transferred on a loan basis for a temporary period.

Section 5. Each central office at which Traffic Department employees are regularly used will maintain a "Preferential Hiring List" containing the names and seniority status of the following:

- (a) Regular employees, and term employees having more than one year of net credited service, who have been or are about to be laid off within the normal commuting area of the central office.
- (b) Regular employees, and term employees having more than one year of net credited service, who have been or are about to be laid off at central offices outside of the normal commuting area who have requested employment at the central office.
- (c) Regular employees, and term employees having more than one year of net credited service, who are on leave of absence, for reasons other than sickness, without credit for time or without assurance by the Company of reinstatement and who have requested active duty at the central office.

- (d) Regular employees, and term employees having more than one year of net credited service, whose requests for transfer to the central office from other offices have been approved by the Company.
- (e) Regular employees, and term employees having more than one year of net credited service, who have been involuntarily transferred and whose requests for transfer to the central office from other offices have been approved by the Company.

Section 6. The seniority status of each individual on the list shall be based on his/her net credited service in accordance with the official records of the Company as of the date of layoff as a regular or term employee or the start of leave of absence, except that in the case of a transfer ("(d)" and "(e)" above) his/her service shall be as of the date of the transfer. The seniority of individuals having identical net credited service will be established in the seniority order of their birth dates.

Section 7. Except as provided in Section 10 of this Article when an additional regular employee is needed at the office, the job shall be offered to the senior person on the "Preferential Hiring List" at the office who is qualified or who can with reasonable training be qualified for the work available. It shall be the responsibility of the former employee to keep the Company informed of the address at which he/she can be reached. The Company shall notify him/her of the job vacancy by U.S. registered mail and if he/she does not accept the proffered job within two weeks of the date of mailing, his/her name shall be removed from the "Preferential Hiring List" at all offices where it appears, and he/she shall have no further rights as to reemployment, and the Company's obligation with respect to him/her will have been completed.

Section 8. The Company's obligation as to rehiring laid off employees shall be limited to a period of two years from the date of layoff as a regular or term employee.

Section 9. Nothing in this Article shall limit the Company, in the exercise of its discretion, in the engagement of occasional or temporary employees to meet emergencies and irregular peak load situations, and in employment for training and experience to meet future service requirements during a period when a sufficient number of regular employees, including those on the "Preferential Hiring List," are not expected to be available. The Company will offer, to the extent that it is practicable, occasional and temporary work to those qualified individuals on the "Preferential Hiring List" who are readily available. Such individuals may accept or refuse occasional and temporary work without affecting their status on the "Preferential Hiring List."

Section 10. Union officers who have been on leave of absence, and Management employees who are to be returned to the non-Management group, may be added to the regular force at any office without regard to the "Preferential Hiring List." The seniority status of such employees shall be determined by their status at the time the leave began, or the promotion occurred, plus all time spent on Union leave of absence or in a Management position.

## ARTICLE 73

### TERMINATION ALLOWANCE IN CASE OF LAYOFF

Section 1. A termination allowance based on an employee's basic weekly wage rate will be paid as follows in case of layoff of a regular, temporary or term employee:

- (a) One week's pay for each completed year of service, or major fraction thereof, including the fifth year of service.
- (b) One week's pay for each completed half year of service after the fifth year of completed service to and including the twelfth year of completed service.
- (c) One week's pay for each completed one-fourth year of service after the twelfth year of completed service.

In no event shall a termination allowance exceed 104 weeks' pay.

Section 2. In addition to the termination allowance as determined under the provisions of Section 1 above, the employee will receive a payment in lieu of any vacation to which he/she may be entitled at the time of layoff.

Section 3. If an employee is rehired by the Company before the end of the period for which he/she has received a termination allowance, the excess amount paid him/her shall be considered as an advance to him/her by the Company and shall be repaid by him/her at the rate of 10% of his/her gross weekly earnings starting with the first week of reemployment.

Section 4. When an employee once receives a termination allowance and is later reemployed by the Company, the termination allowance payable to him/her in respect of subsequent layoffs shall be based upon his/her length of service since the date of his/her last reemployment, plus any amount of the prior termination allowance not retained by the employee.

Section 5. The term "service" as used in this Article is to mean "net credited service."

Section 6. The term "week's pay" as used in this Article is to mean the full or part-time weekly wage rate as defined in Article 57, Section 1, "Wage Rate on Weekly Basis" and Article 57, Section 2, "Wage Rates for Part-Time Employees."

## ARTICLE 74

### GRIEVANCE PROCEDURE

Section 1. Any grievance presented by the Union shall first be submitted to the employee's first level manager within thirty (30) days from the date the alleged improper action first occurred. Conferences shall be held promptly between the Union and Company representatives in an effort to reach a satisfactory adjustment of the grievance. Fourteen (14) days from the date the grievance is filed shall be allowed for adjustment of the grievance at this

level, and the case shall be considered closed at the end of that time unless the Union takes an appeal as provided in Section 2.

Section 2. If the grievance is not satisfactorily adjusted under the provisions of Section 1, it shall be submitted to the second level manager or his/her designee assigned within the organization in which the alleged improper action occurred. Such grievances shall be submitted within fourteen (14) days after discussions have concluded under Section 1. Conferences at this level shall be held promptly between the Union and Company representatives in a further effort to reach a satisfactory adjustment of the grievance. Fourteen (14) days from the filing of the grievance shall be allowed for adjustment of the grievance at this level, and the case shall be considered closed at the end of that time unless the Union takes an appeal as provided in Section 3.

Section 3. If the grievance is not satisfactorily adjusted under the provisions of Sections 1 and 2, the Union, within fourteen (14) days after discussions have been concluded under Section 2, may submit the grievance by written notice to the collective bargaining representative designated by the Company, which notice shall set forth the Union's position with respect to such grievance. Conferences at this level shall be held promptly between the Union and Company representatives in a further effort to reach a satisfactory adjustment of the grievance. Fourteen (14) days after receipt of such notice shall be allowed for adjustment of the grievance at this level. If a satisfactory adjustment is not reached, the Company, within fourteen (14) days after discussions have concluded at this level shall inform the Union, in writing, of its final position. The case shall be considered closed unless the arbitration proceedings are initiated under the provisions of this Agreement within thirty (30) days following conclusion of discussions at this level.

Section 4. When a matter involving an employee or employees has been referred to the Company for adjustment by the Union, the Company agrees that it will not discuss any phase of the grievance with the employee or employees nor will it impart to such employee or employees any information pertaining to the matter without first affording the appropriate Union representative an opportunity to be present at a time and place mutually agreeable to the Union and the Company. In a case of this nature, the Company will advise the Union of its decisions relative to the grievance before notifying the employee or employees concerned.

Section 5. Neither the Company, its representatives, nor the Union, its Locals, representatives, or members, will attempt by means other than the grievance procedure to bring about the settlement of any issue which is properly a subject for disposition through the grievance procedure.

Section 6. Nothing in this Article shall in any manner affect the right of any individual employee or group of employees to present grievances directly to the Management and to have them adjusted in accordance with the requirements of Section 9(a) of the Labor-Management Relations Act of 1947.

Section 7. The time periods specified in this Article may be modified only by mutual consent in writing.



Section 8. In the event that a grievance is presented in a conference, the following shall apply:

- (a) Section 1 above; the Union shall be represented by not more than two (2) Union representatives and the Company shall be represented by not more than two (2) representatives.
- (b) Section 2 above; the Union shall be represented by not more than three (3) Union representatives, plus an officer, and the Company shall be represented by not more than four (4) representatives.
- (c) Section 3 above; the Union shall be represented by not more than four (4) Union representatives plus an International representative and the Company shall be represented by not more than four (4) representatives.

Section 9. As provided in the Employee Privacy Protection Plan, and subject to the employee's written approval that part of an employee's record used in the grievance procedure will be shown to the Union upon request.

## ARTICLE 75

### INTERPRETATION AND PROCEDURE

Section 1. In the event of a controversy with respect to the true intent and meaning of any provision of this Agreement, either party may, after notice to the other party, call a conference to be held between representatives of the Union and representatives of the Company, within seven (7) days of the date of receipt of such notice.

Section 2. If, after such a conference, there is still a controversy regarding the true intent and meaning of any provision of this Agreement, then either party may institute arbitration proceedings, as specified in Article 76, for the purpose of securing a decision on the matter or matters in controversy; provided further that, if either the representatives of the Company or the representatives of the Union fail to attend the conference called to discuss such controversy, then arbitration proceedings as specified in Article 76 may be initiated only by the party attending the conference.

Section 3. For the purposes of Article 2, "Recognition and Collective Bargaining," the Union shall inform the Company's designated representative in writing and the Company shall inform the C.W.A. Vice President (District 1) in writing of the names of their respective authorized representatives.

For the purposes of Article 69, "Promotions and Transfers of Union Representatives," the Union shall inform the Company's designated collective bargaining representative in writing of the names of the President, the Vice President and the Secretary-Treasurer of each Union Local, the Group Leaders in these Locals and the employees on leave of absence under the provisions of Article 6 of this Agreement, "Absence for Union Duties," who are duly authorized representatives of the Union; and shall furnish prompt notification in writing of changes, additions or deletions.

For the purposes of this Article, the Union shall notify the Company's designated collective bargaining representative in writing and the Company will notify the C.W.A. Vice President (District 1) in writing of the names and titles of individuals authorized to represent them at conferences to be held pursuant to the provisions of Section 1 of this Article.

For administration purposes only, the Union shall notify each Director in writing of the names of the Union Stewards and Group Leaders in the offices in his/her district; and shall furnish prompt notification in writing of changes, additions or deletions. The Company's Director level supervisor shall notify the appropriate Union Local President(s) in writing of the names of Management employees, other than Managers-Operator Services or their comparable staff equivalents, to whom first level grievances may be presented. He/she shall furnish prompt notification in writing of changes, additions and deletions.

Section 4. Wherever in this Agreement there is a provision for a notice of any kind to be served by the one party upon the other, it is mutually agreed to be sufficient, for this purpose, unless otherwise specifically stated, when the Union sends its notice to the office of the Company's designated collective bargaining representative, or when the Company sends its notice to the office of the C.W.A. Vice President (District 1).

Section 5. It is mutually agreed that either or both parties may record in memorandum or stenographic form, the proceedings of any conference between representatives of the Union and the Company. However, in order to be binding on both parties, any records of such proceedings must be signed by representatives of both parties.

## ARTICLE 76

### PROCEDURE FOR ARBITRATION

Section 1. Only matters specifically made subject to arbitration in Article 8, Section 3, "Changes in the Bell Atlantic Pension Plan and the Sickness and Accident Disability Benefit Plan;" Article 10, "Bell Atlantic Network Services Transfer Plan and Intercompany Job Bank;" Article 70, "Seniority in Promotions;" Article 71, Section 3, "Discharges, Demotions and Suspensions;" and Article 75, Section 2, "Interpretation and Procedure;" shall be arbitrated.

Section 2. The procedure to be followed in instituting and conducting the arbitration of any matter subject to arbitration under the provisions of Section 1 shall be as follows, unless otherwise mutually agreed upon between the parties:

- (a) The Board of Arbitration shall consist of three members, one of whom shall be a member of the Union, designated by the Union, and one individual designated by the Company, who shall be in the employ of the Company; the third shall be an Impartial Chairman designated in the manner hereinafter described. The parties may waive the requirement of the Board of Arbitration by mutual agreement; and an Impartial

Chairman, designated in the manner hereinafter described, shall decide such cases.

- (b) The various steps required in connection with any such arbitration shall be taken as expeditiously as possible, but the parties agree that the following steps shall be taken within the time stated unless an extension be mutually agreed to in writing.
- (1) Within five days following the serving by either party upon the other of a written demand for arbitration, each party shall, by a written designation given to the other, appoint the Arbitrator to be appointed by it. Each such written designation shall state the full name and address of the Arbitrator appointed thereby.
  - (2) Should either the Union or the Company fail, within the time above stated, to appoint its Arbitrator, the vacancy resulting by reason of such failure shall, upon the written request of either party be filled by an impartial individual (who shall not be an officer, director, stockholder or employee of the Company or of any Company of the Bell Atlantic Corporation, or of any Company of the former Bell System, or a member, officer, employee, representative, attorney or counsel of the Union or of any other Union or labor organization) appointed by the American Arbitration Association.
  - (3) At the same time that written demand for arbitration is served upon the other party, the American Arbitration Association shall be requested in writing to appoint an Impartial Chairman. The Impartial Chairman shall not be an officer, director, stockholder, or employee of the Company or of any Company of the Bell Atlantic Corporation, or of any Company of the former Bell System, nor shall he/she be a member, officer, official, employee, representative, attorney or counsel of the Union or of any other Union or labor organization.
  - (4) Upon the appointment of the Impartial Chairman the Board of Arbitration shall be deemed to be constituted. Within ten days following the constitution of the Board of Arbitration, hearings shall be started and carried to conclusion as expeditiously as possible. The parties shall prior to the hearings, jointly stipulate in writing such issue or issues if they can agree, and if they cannot agree the Board shall reduce such issue or issues to writing at or before the commencement of the hearings. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then obtaining of the American Arbitration Association as to any procedural matter not specifically covered in this Agreement. In the absence of unanimous agreement by the other members of the Board of Arbitration with respect to the closing of the proceeding, the Impartial Chairman may declare the proceeding closed. Within ten days following the closing of the proceeding the Board of Arbitration shall render its decision in writing.

Section 3. The Board of Arbitration in its decision shall be bound by the provisions of this Agreement and shall not have the power to add to, subtract from, or modify any provision of this Agreement. The decision of a majority of said Board of Arbitration shall be the decision of the Board of Arbitration. Such decision shall be final, and the Union and its members and the Company agree to abide by such decision, which shall be enforceable by appropriate action or proceeding, if necessary, in a court of law or equity or otherwise.

Section 4. Each of the parties hereto shall bear the compensation and expenses of the member appointed by it or on its behalf. The compensation and expenses of the Impartial Chairman and of the American Arbitration Association, and any other expenses of the Board of Arbitration, shall be borne equally by the Union and the Company. Transcripts may, however, be waived by mutual agreement of the parties.

Section 5. In lieu of the procedures specified in Sections 2, 3 and 4 of this Article, any grievance involving the suspension of an individual employee, except those which also involve an issue of arbitrability, Contract interpretation, or work stoppage (strike) activity and those which are also the subject of an administrative charge or court action, shall be submitted to arbitration under the expedited arbitration procedure hereinafter provided within fifteen (15) calendar days after the filing of a request for arbitration. In all other grievances involving disciplinary action which are specifically subject to arbitration under Sections 2, 3 and 4 of this Article, both parties may, within fifteen (15) calendar days after the filing of the request for arbitration, elect to use the expedited arbitration procedure hereinafter provided. The election shall be in writing and, when signed by authorized representatives of the parties, shall be irrevocable. If no such election is made within the foregoing time period, the arbitration procedure in Sections 2, 3 and 4 of this Article shall be followed.

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

The procedure for expedited arbitration shall be as follows:

- (a) The parties shall notify the umpire in writing on the day of agreement or date of arbitration demands in suspension cases to settle a grievance by expedited arbitration. The umpire shall notify the parties in writing of the hearing date.
- (b) The parties may submit to the umpire prior to the hearing a written stipulation of all facts not in dispute.

- (c) The hearing shall be informal without formal rules of evidence and without a transcript. However, the umpire shall be satisfied that the evidence submitted is of a type on which he/she can rely, that the hearing is in all respects a fair one, and that all facts necessary to a fair settlement and reasonably obtainable are brought before the umpire.
- (d) Within five (5) working days after the hearing, each party may submit a brief written summary of the issues raised at the hearing and arguments supporting its position. The umpire shall give his/her settlement within five (5) working days after receiving the briefs. He/she shall provide the parties a brief written statement of the reasons supporting his/her settlement.
- (e) The umpire's settlement shall apply only to the instant grievance, which shall be settled thereby. It shall not constitute a precedent for other cases or grievances and may not be cited or used as a precedent in other arbitration matters between the parties unless the settlement or a modification thereof is adopted by the written concurrence of the representatives of each party at the third step of the grievance procedure.
- (f) The time limits in (a) and (d) of this Section may be extended by agreement of the parties or at the umpire's request, in either case only in emergency situations. Such extensions shall not circumvent the purpose of this procedure.
- (g) In any grievance arbitrated under the provisions of this Section, the Company shall under no circumstances be liable for back pay for more than six (6) months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays requested by the Union in which the Company concurs shall not be included in such additional time.
- (h) The umpire shall have no authority to add to, subtract from or modify any provisions of this Agreement.
- (i) The decision of the umpire will settle the grievance, and the Company and the Union agree to abide by such decision. The compensation and expenses of the umpire and the general expenses of the arbitration shall be borne by the Company and the Union in equal parts. Each party shall bear the expense of its representatives and witnesses.
- (j) The time limit for requesting arbitration under this provision shall be the same as in existing procedures.

**August 11, 1998**

**Ms. M. L. Buckley, CWA Representative**  
Communications Workers of America  
1030 St. Georges Avenue  
Avenel, NJ 07001

RE: ABSENCE ON A DESIGNATED SIXTH DAY

Dear **Ms. Buckley**:

This is to confirm the understanding reached during bargaining regarding absence on a designated sixth day:

"If an employee is absent on a designated sixth day, the absence will be recorded and red-circled for purposes of the absence control program. This should not, however, prevent the investigation and control of repetitive occurrences of designated sixth day absences."

This policy was established in a General Traffic Supervisor's letter dated August 30, 1974.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR:(Original Signed By)  
**M. L. Buckley**

**August 11, 1998**

**Ms. M. L. Buckley, CWA Representative**  
Communications Workers of America  
1030 St. Georges Avenue  
Avenel, NJ 07001

RE: ADHOC COMMITTEE

Dear **Ms. Buckley**:

During bargaining the Union expressed concern regarding necessities, personnel files, absence due to abnormal/weather conditions, associate training needs, "flex" time, methods for requesting overtime, and excused work days without pay.

The Company agreed to address these issues with letters to the appropriate Managers with Traffic Bargaining Unit Employees or to the CWA Representative.

In addition, the Company agreed to the continuation of an Adhoc Committee, should the need arise, to address any dissatisfaction with the administration of the issues stated above. The committee will consist of two Company representatives and two Union representatives.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR: (Original Signed By)  
**M. L. Buckley**

**August 11, 1998**

**Ms. M. L. Buckley, CWA Representative  
Communications Workers of America, AFL-CIO  
1030 St. Georges Avenue - Suite 304  
Avenel, NJ 07001**

**RE: BASIC TOURS**

**Dear Ms. Buckley:**

**During bargaining A Union demand requested “that an agreement be reached that states that a definite percentage of Basic Tours will be available on all of the schedules in the four selection periods.”**

**Although the Company denied the Union’s request to define a percentage of Basic Tours available, the Company acknowledges that the assignment of work time schedules is an important matter that should be approached with great care because it affects employees.**

**Because both parties have expressed a desire to achieve a mutually agreeable solution and because the collective bargaining forum did not permit sufficient time for proper study and consideration of conflicting interests to reach a solution, the Company and the Union mutually agree that it would be beneficial to establish ongoing dialogue between the parties to formulate resolutions or proposed resolutions.**

**Very truly yours,**

**(Original Signed By)  
R. J. Kuzniak**

**I CONCUR: (Original Signed By)  
M. L. Buckley**



**August 11, 1998**

**Ms. M. L. Buckley, CWA Representative**  
Communications Workers of America  
1030 St. Georges Avenue  
Avenel, NJ 07001

RE: EXCUSED WORK DAYS WITHOUT PAY

Dear **Ms. Buckley**:

During bargaining the Union and the Company discussed the trading of excused work days without pay.

The Company agreed that an employee could voluntarily trade away their excused work day without pay provided the trade was made after the weekly schedule of hours was posted, and that the trade did not result in additional wage expense for the Line of Business.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR: (Original Signed By)  
**M. L. Buckley**

October 2, 1998

**Mr. Jim Short  
Assistant to the Vice President  
CWA - District 13  
230 South Broad Street, 19<sup>th</sup> Floor  
Philadelphia, PA 19102**

**Operator Services Extended Wage Schedule Agreement**

**Dear Jim,**

**This confirms the Agreement (“Agreement”) between Bell Atlantic-New Jersey, Inc., Bell Atlantic-Delaware, Inc., Bell Atlantic-Maryland, Inc., Bell Atlantic-Virginia, Inc., Bell Atlantic-West Virginia, Inc., Bell Atlantic-District of Columbia, Inc., Bell Atlantic Network Services, Inc., (collectively referred to as “Companies” or as one or more “Company” where appropriate) and the Communications Workers of America to amend the General Agreements as follows:**

- 1. The Parties agree to amend the applicable General Agreements by adding sixty month Wage Tables (See Attachment 1) to each of the applicable General Agreements. These new Wage Tables shall be applicable to all employees hired into the title of Operator effective on the date of this Agreement.**
- 2. Further, we agree that the existing thirty-six (36) month wage schedules will continue to be applicable to any current employee who is or subsequently becomes an Operator as long as the employee has continuing service in the Company commencing prior to the date of this Agreement.**
- 3. Retail National Directory Assistance (RNDA - targeted for deployment between February and May, 1999) traffic originating in the states of NJ, DE, MD, VA, WV and the District of Columbia will be handled by CWA represented employees for the term of this Agreement except that the Company may continue the current traffic distribution arrangements (including RNDA traffic**

**originating in Delaware until the IVR is deployed – targeted for deployment in the third quarter of 1999 in Bell Atlantic-Delaware) between Bell Atlantic-Pennsylvania, Inc., and the Bell Atlantic-Delaware, Inc. Once the IVR is available in Bell Atlantic-Delaware, the RNDA traffic originating in that jurisdiction will be directed to another CWA represented office during periods when the Delaware office cannot process the RNDA calls. The Companies will maintain the right to utilize evening, weekend or holiday office closings where appropriate by transferring RNDA traffic as required to alternate offices.**

- 4. Effective with and for the duration of this agreement, the Companies agree that RNDA traffic will not be subcontracted.**
- 5. Once RNDA traffic is established in a particular state jurisdiction represented by an applicable bargaining unit, if for any reason the Companies have a need to permanently move RNDA work from one Bargaining Unit to another (for example, a RNDA volume that could not substantiate maintaining the work in that state jurisdiction), or if the Companies decide to eliminate the RNDA traffic in any state jurisdiction for any reason, all Operators on the sixty (60) month schedule in that state jurisdiction (e.g., DC, DE, MD, NJ, VA, WV) will be converted to the thirty-six (36) month Operator Wage Schedule within one month following the announcement of such a decision (using the Operator Wage schedule in the applicable General Agreement in effect at that point in time).**
- 6. Other than the new Wage Tables, new Operators will be covered by and entitled to all benefits and protections within the Contacts, MoUs and all District and Local Agreements (where such District and Local Agreements exist today).**
- 7. If, by December 31, 1999, the Company does not enter the business of handling RNDA calls placed to a CWA represented Company Operator and, furthermore, if by December 31, 2000, the volume of such RNDA call does not exceed 10,000,000 calls annually in**

**Operator Services Extended Wage Schedule Agreement-Page 3 of 3**

**Bell Atlantic South, then the sixty (60) month Operator Wage Tables (Attachment I) will no longer be applicable and employees in the Operator title will be moved to the applicable thirty-six month Operator Wage Tables at that time.**

- 8. In Bell Atlantic-New Jersey, Inc., Bell Atlantic Network Services Inc., Operator Services Operations, will have the ability to remotely observe Operators. This provision of the Agreement is effective three months following the deployment of RNDA traffic in New Jersey and will continue in effect unless the Company permanently withdraws all RNDA traffic from New Jersey. Notice that we plan to observe remotely will be clearly posted on the electronic message board on each floor where Operators work when remote observations are being planned. This language is in addition to the terms and conditions set forth in paragraphs five and six of the Bell Atlantic-New Jersey, Inc., Bell Atlantic Network Services, Inc., and CWA General Agreement and Statements of True Intent and Meaning. No employee will be discharged or terminated as a result of these remote observations except for gross customer abuse, fraud or violation of the secrecy of communications.**

**This Agreement will be an addendum to the current General Agreements between Bell Atlantic-New Jersey, Inc., Bell Atlantic-Delaware, Inc., Bell Atlantic-Maryland, Inc., Bell Atlantic-Virginia, Inc., Bell Atlantic-West Virginia, Inc., Bell Atlantic-District of Columbia, Inc., Bell Atlantic Network Services, Inc., and the Communications Workers of America. The Agreement cannot be canceled or altered without written concurrence of both Parties.**

**Sincerely,**

**(Original Signed By)  
R. H. Williams**

**Attachment:**

**Agreed: (Original Signed By)  
James J. Short**

BA - SOUTH  
NEW JERSEY OPERATOR  
Weekly Wage Rates

	1997 Rate	1998 0% - 3.8% 36 Months	1998 0% - 3.8% 60 Months
Start	327.00	327.00	327.00
6	364.50	366.50	350.00
12	406.00	411.00	375.00
18	452.00	460.50	401.50
24	503.50	516.00	430.00
30	560.50	578.50	460.50
36	624.50	648.00	493.00
42			528.00
48			565.00
54			605.00
60			648.00

Intervals are "End of Mos"  
9/23/98

**August 11, 1998**

**Ms. M. L. Buckley**, CWA Representative  
Communications Workers of America  
1030 St. Georges Avenue  
Avenel, NJ 07001

RE: FLEX TIME

Dear **Ms. Buckley**:

This will confirm the understanding reached during bargaining regarding "FLEX" time.

Criteria/Process

**Effective January 1, 1999**, employees who have a "last minute" situation, some unforeseen set of circumstances which would cause them to be late for the start of their tour, may:

- "flex" their start time by thirty minutes per incident
- up to **six** times per year
- **MUST** be made up at the end of the tour (day, A/E, or evening tours) or session (split tour). When the end of the tour or session is the same as the office closing time, "flex" time will be made up no later than the end of the next scheduled tour.
- No overtime or differential payments as a result of "flex" start
- Employee's option .... decide whether to "flex" or "take a lateness"
- thirty-one minutes or more will be recorded as lateness
- still eligible for "EA" time in a day when they have a "flex" start
- will only be granted the same day - not 24 hours in advance

If dissatisfaction or grievances arise as a result of this process, the Union or the Company may terminate this letter on 30 days notice, affording reasonable opportunity for discussion of the matter during the 30-day terminal period.

Very truly yours,

(Original Signed By)

R. J. Kuzniak

I CONCUR: (Original Signed By)

**M. L. Buckley**

**August 11, 1998**

**Ms. M. L. Buckley**, CWA Representative  
Communications Workers of America  
1030 St. Georges Avenue  
Avenel, NJ 07001

**RE: HOURS OF OPERATION/BASIC TOURS**

Dear **Ms. Buckley**:

During bargaining, the Union expressed concerns about changes in hours of operation and basic tours. The Company agreed to implement the following procedure:

Prior to changes in hours of operation in an office, a representative of the Force Management Center will meet jointly with the local Union President (or his/her representative) of the affected office to review and discuss the plans.

Discussions regarding basic tours will be done by an OSC Management representative and the local President (or his/her representative). Concerns regarding minimizing early split tours, variable lunch hours, and maximizing basic tours, if applicable, should be included in that meeting.

Information relative to all of the offices in the complex pertaining to either hours of operation or basic tours should be made available to the Union for review.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR: (Original Signed By)  
**M. L. Buckley**



**August 11, 1998**

**Ms. M. L. Buckley**, CWA Representative  
Communications Workers of America  
1030 St. Georges Avenue  
Avenel, NJ 07001

RE: INFORMATIONAL MEETINGS

Dear **Ms. Buckley**:

This will confirm the understanding reached during bargaining regarding informational meetings.

Upon mutual agreement and at the request of either party, meetings will be held for the purpose of discussing critical issues of interest to both parties concerning Operator Services, ENAC, DBAC, and NAC.

Union representation at the meeting will be limited to the CWA Representative and the Presidents of CWA Traffic locals (or their representative).

Company representation at the appropriate Management level will be determined by the Line of Business based on the subject matter for discussion.

Meeting arrangements will be coordinated by the Company Labor Relations representative.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR: (Original Signed By)  
**M. L. Buckley**

**August 11, 1998**

**Ms. M. L. Buckley**, CWA Representative  
Communications Workers of America  
1030 St. Georges Avenue  
Avenel, NJ 07001

RE: LETTERS OF SUSPENSION

Dear **Ms. Buckley**:

This is to confirm the understanding reached during bargaining regarding letters of suspension.

It is agreed that the Company normally will substitute a disciplinary letter where an employee would otherwise be suspended for tardiness and/or absence. This letter will be tantamount to a suspension and be sufficient to constitute progressive discipline. As such, it may be arbitrated pursuant to Article 71, Discharges, Demotions and Suspensions.

Additionally, the Company, at its discretion, reserves the right to utilize an off-the-job suspension as progressive discipline.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR: (Original Signed By)  
**M. L. Buckley**

**August 11, 1998**

**Ms. M. L. Buckley, CWA Representative**  
Communications Workers of America  
1030 St. Georges Avenue  
Avenel, NJ 07001

RE: MANAGEMENT DOING NON-MANAGEMENT WORK

Dear **Ms. Buckley**:

This will confirm the understanding reached during bargaining with the Traffic bargaining unit regarding management doing non-management work:

1. It is not the Company's intention that management employees occupy themselves with work of the type or nature that is regularly assigned to employees included in the collective bargaining unit.
2. If an emergency condition exists, such as, fires, floods, etc. and if all practicable means of meeting the situation have been exhausted, management may be required to perform bargaining unit work.
3. The spirit and intent of this agreement in Operator Service Centers is not to have management perform Operator or clerical duties.
4. Where such conditions occur repetitively, a thorough investigation should be made to identify the source of the problem.
5. Practicable means include normal force adjustment procedures, and/or requests for overtime.
6. Management time for the purpose of familiarization and training will be limited and is not intended to be used in place of the above procedures. Management operating time, however, will be restricted to those hours when offices are not populated with employees.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR: (Original Signed By)  
**M. L. Buckley**

**August 11, 1998**

**Ms. M. L. Buckley**, CWA Representative  
Communications Workers of America  
1030 St. Georges Avenue - Suite 304  
Avenel, NJ 07001

RE: METHODS FOR REQUESTING OVERTIME

Dear **Ms. Buckley**:

During bargaining the Union and the Company agreed to the following methods for requesting overtime.

OSC Personnel

The procedures are as follows:

- An updated seniority list of all employees and their phone numbers should always be accessible to the "In-charge" person.
- Requests for any overtime for the next day (incidental, half or whole days) will be solicited by seniority.
- Requests for daily overtime when the need is immediate will be solicited by seniority from those employees who are available to cover the overtime requirements
  - "Immediate" will be defined as overtime needed within 2 hours of the request,
  - "Available" shall be defined as employees already on duty or on Company premises.
- Requests for daily overtime when the need is not immediate (2 hours or more) will be solicited by seniority.

Seniority is defined as "engaged or re-engaged" date for Operators and is defined as "title date" for Service Assistants and Administrative Representatives.

METHODS FOR REQUESTING OVERTIME - Page 2 of 2

Clerical Personnel

The procedures are as follows for future days overtime:

- In locations where clerical work is generic, seniority will prevail.
- In locations where functions are performed by separate work groups, overtime will remain within the work group in which it was generated. Employees within that group will be selected by familiarity, seniority and availability.
- If there is a need to go outside of a work group for additional overtime, employees will be selected by familiarity, seniority and availability.

Seniority is defined as engaged or re-engaged date.

Local procedures should be consistent with the agreement.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR:(Original Signed By)  
**M. L. Buckley**

**August 11, 1998**

**Ms. M. L. Buckley**, CWA Representative  
Communication Workers of America  
1030 St. Georges Avenue  
Avenel, NJ 07001

RE: RESTRICTIONS ON PROMOTION

Dear **Ms. Buckley**:

During bargaining the Union expressed concern regarding the Regional Associate Mobility Plan and the restrictions on promotions.

The Company agreed that for the Traffic bargaining unit employees, restrictions on promotions are not permitted.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR: (Original Signed By)  
**M. L. Buckley**

**August 11, 1998**

**Ms. M. L. Buckley**, CWA Representative  
Communications Workers of America  
1030 St. Georges Avenue  
Avenel, NJ 07001

RE: SERVICE ASSISTANT DUTIES

Dear **Ms. Buckley**:

During bargaining the Union expressed concern regarding the deletion of the Service Assistant job description.

The Company stated that the duties listed in the job description contained in the contract were in fact the same as described in the Job Briefs.

The Company agreed that although not listed in the Job Briefs, Service Assistants would not be required to make recommendations regarding the promotion, demotion or dismissal of any employee nor to take disciplinary action except when substituting for Management.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR: (Original Signed By)  
**M. L. Buckley**

**August 11, 1998**

**Ms. M. L. Buckley**, CWA Representative  
Communications Workers of America  
1030 Georges Avenue  
Avenel, NJ 07001

RE: SERVICE ASSISTANT EMPLOYMENT SECURITY

Dear **Ms. Buckley**:

If, during the term of this agreement, the Company finds it necessary to reduce the number of Service Assistants in an office, surplus Service Assistants will be downgraded to the Operator title in the same office, by inverse order of title date. Service Assistants who are downgraded in accordance with the foregoing provision, will be eligible for the Reassignment Pay Protection Program (RPPP) as described in Article 13, Section I of the collective bargaining agreement.

If the downgrading of Service Assistants to the Operator title creates a surplus in the Operator title in an office, the surplus will be relieved in accordance with the applicable provisions of the collective bargaining agreement.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR: (Original Signed By)  
**M. L. Buckley**



**August 11, 1998**

**Ms. M. L. Buckley**, CWA Representative  
Communications Workers of America  
1030 St. Georges Avenue  
Avenel, NJ 07001

RE: TAXI SERVICE

Dear **Ms. Buckley**:

This will confirm the understanding reached during bargaining concerning taxi service.

Taxi service will be provided to an employee at 11:30 P.M., when requested, at the Irvington offices. Individuals desiring the service will be responsible for arranging the taxi service.

It is expected that there will be no radical changes in the commuting habits of individuals. For example, those who drive to work today hopefully will continue to drive to work.

The service will be provided to the employee's home within a reasonable distance. Management will determine what is a reasonable distance. Wherever possible arrangements should be made to group employees who have the same departure time and who are traveling in the same general directions.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR: (Original Signed By)  
**M. L. Buckley**

**August 11, 1998**

**Ms. M. L. Buckley, CWA Representative  
Communications Workers of America  
1030 St. Georges Avenue  
Avenel, NJ 07001**

**RE: TITLE STAFFING**

**Dear Ms. Buckley:**

**This will confirm the understanding reached during bargaining regarding "Title Staffing".**

**The Company agrees that when a Service Assistant is unavailable for an assigned tour(s) that would otherwise necessitate an Operator to be assigned as a Service Assistant to cover that tour(s), and where the Company would otherwise elect at its discretion, to backfill the Operator for more than one-half of the tour of the Operator otherwise assigned as a Service Assistant, then in that event the Company will bring in a non-scheduled Service Assistant as per the agreed upon methods for requesting overtime.**

**This agreement does not prevent the Company from temporarily assigning an Operator as a Service Assistant until the non-scheduled Service Assistant arrives at the work location or if the non-scheduled Service Assistant is unavailable.**

**Very truly yours,**

**(Original Signed By)  
R. J. Kuzniak**

**I CONCUR: (Original Signed By)  
M. L. Buckley**

## PART 3

### COMMERCIAL AND MARKETING EMPLOYEES ONLY

This Part contains all Contract provisions that apply to Commercial and Marketing employees only.

ARTICLE 100

TITLES AND WAGE GRADES

TITLE	WAGE GRADE
Cashier	SS-2
Coin Box Collector	7
Collector	S-2
Consultant	6
Consultant – Bilingual	6
Customer Account Representative	6
Customer Business Representative	6
Customer Clerk	E-3
Customer Sales Representative	9
<b>Customer Service Clerk</b>	<b>S-1</b>
Force Administration Clerk	S-2
General Clerk	E-3
Office Clerical Assistant	E-1
Public Communications Sales Representative	8
Records Clerk	SS-1
Senior Service Analyst	S-2
Service Analyst	S-1
Service Representative	6
Staff Clerk	SS-2
<b>Telemarketing Representative</b>	<b>E-3</b>
Vault Custodian	7

ARTICLE 101

TABLE OF MINIMUM HIRING AND MAXIMUM BASIC WEEKLY  
WAGE RATES BY TITLE

EFFECTIVE DATE **AUGUST 9, 1998**

TITLE	WAGE GRADE	MINIMUM BASIC WEEKLY HIRING RATE	MAXIMUM BASIC WEEKLY WAGE RATE	INCREASE TABLE NO.	PENSION BAND
Office Clerical Assistant	E-1	\$303.00	\$ <b>557.00</b>	1	103
General Clerk Customer Clerk <b>Telemarketing Representative</b>	E-3	318.50	<b>627.50</b>	2	106
Records Clerk	SS-1	323.00	<b>645.50</b>	3	107
Cashier Staff Clerk	SS-2	332.50	<b>670.50</b>	4	108
Service Analyst <b>Customer Service Clerk</b>	S-1	335.00	<b>693.50</b>	5	109
Senior Service Analyst Collector Force Administration Clerk	S-2	337.50	<b>712.00</b>	6	110
Customer Account Representative Customer Business Representative Consultant Consultant-Bilingual Service Representative	6	376.00	<b>798.50</b>	7	113
Coin Box Collector Vault Custodian	7	392.00	<b>806.00</b>	8	114
Public Communications Sales Representative	8	414.50	<b>962.00</b>	9	122
Customer Sales Representative	9	417.00	<b>1039.50</b>	10	125

ARTICLE 101

TABLE OF MINIMUM HIRING AND MAXIMUM BASIC WEEKLY  
WAGE RATES BY TITLE

EFFECTIVE DATE **AUGUST 8, 1999**

TITLE	WAGE GRADE	MINIMUM BASIC WEEKLY HIRING RATE	MAXIMUM BASIC WEEKLY WAGE RATE	INCREASE TABLE NO.	PENSION BAND
Office Clerical Assistant	E-1	\$303.00	\$ <b>579.50</b>	1	103
General Clerk Customer Clerk <b>Telemarketing Representative</b>	E-3	318.50	<b>652.50</b>	2	106
Records Clerk	SS-1	323.00	<b>671.50</b>	3	107
Cashier Staff Clerk	SS-2	332.50	<b>697.50</b>	4	108
Service Analyst <b>Customer Service Clerk</b>	S-1	335.00	<b>721.00</b>	5	109
Senior Service Analyst Collector Force Administration Clerk	S-2	337.50	<b>740.50</b>	6	110
Customer Account Representative Customer Business Representative Consultant Consultant-Bilingual Service Representative	6	376.00	<b>830.50</b>	7	113
Coin Box Collector Vault Custodian	7	392.00	<b>838.00</b>	8	114
Public Communications Sales Representative	8	414.50	<b>1000.50</b>	9	122
Customer Sales Representative	9	417.00	<b>1081.00</b>	10	125

ARTICLE 102  
WAGE INCREASE TABLES  
EFFECTIVE AUGUST 9, 1998

TABLE NO.	EXISTING BASIC WEEKLY WAGE RATE	MONTHLY INTERVAL	INCREASE AMOUNT
1	\$303.00 - \$335.00	6	\$32.50
	335.50 - 370.50	6	35.50
	371.00 - 410.50	6	40.00
	411.00 - 454.00	6	43.50
	454.50 - 502.50	6	48.50
	503.00	6	54.00
	(OVER 503.00 PROGRESS TO MAX) 557.00 (MAXIMUM)		
2	\$318.50 - \$356.00	6	\$38.00
	356.50 - 399.00	6	43.00
	399.50 - 446.50	6	47.50
	447.00 - 500.00	6	53.50
	500.50 - 560.00	6	60.00
	560.50	6	67.00
	(OVER 560.50 PROGRESS TO MAX) 627.50 (MAXIMUM)		
3	\$323.50 - \$362.00	6	\$39.50
	362.50 - 406.50	6	44.50
	407.00 - 456.00	6	49.50
	456.50 - 512.00	6	56.00
	512.50 - 575.00	6	63.00
	575.50	6	70.00
	(OVER 575.50 PROGRESS TO MAX) 645.50 (MAXIMUM)		
4	\$332.50 - \$373.00	6	\$41.00
	373.50 - 419.50	6	46.50
	420.00 - 471.50	6	52.00
	472.00 - 530.00	6	58.50
	530.50 - 596.00	6	66.00
	596.50	6	74.00
	(OVER 596.50 PROGRESS TO MAX) 670.50 (MAXIMUM)		

ARTICLE 102  
WAGE INCREASE TABLES  
EFFECTIVE AUGUST 9, 1998

TABLE NO.	EXISTING BASIC WEEKLY WAGE RATE	MONTHLY INTERVAL	INCREASE AMOUNT
5	\$335.00 - \$377.50	6	\$43.00
	378.00 - 426.50	6	49.00
	427.00 - 481.50	6	55.00
	482.00 - 543.50	6	62.00
	544.00 - 613.50	6	70.00
	614.00	6	79.50
	(OVER 614.00 PROGRESS TO MAX) 693.50 (MAXIMUM)		
6	\$337.50 - \$381.50	6	\$44.50
	382.00 - 432.50	6	51.00
	433.00 - 489.50	6	57.00
	490.00 - 554.50	6	65.00
	555.00 - 628.50	6	74.00
	629.00	6	83.00
	(OVER 629.00 PROGRESS TO MAX) 712.00 (MAXIMUM)		
7	\$376.00 - \$426.00	6	\$50.50
	426.50 - 483.00	6	57.00
	483.50 - 547.50	6	64.50
	548.00 - 621.00	6	73.50
	621.50 - 704.00	6	83.00
	704.50	6	94.00
	(OVER 704.50 PROGRESS TO MAX) 798.50 (MAXIMUM)		
8	\$392.00 - \$441.50	6	\$50.00
	442.00 - 498.00	6	56.50
	498.50 - 561.50	6	63.50
	562.00 - 633.50	6	72.00
	634.00 - 714.50	6	81.00
	715.00	6	91.00
	(OVER 715.00 PROGRESS TO MAX) 806.00 (MAXIMUM)		



ARTICLE 102  
WAGE INCREASE TABLES  
EFFECTIVE AUGUST 9, 1998

TABLE NO.	EXISTING BASIC WEEKLY WAGE RATE	MONTHLY INTERVAL	INCREASE AMOUNT
9	\$ 414.50 - \$460.00	6	\$ 46.00
	460.50 - 511.00	6	51.00
	511.50 - 568.00	6	57.00
	568.50 - 631.00	6	63.00
	631.50 - 701.00	6	70.00
	701.50 - 779.00	6	78.00
	779.50 - 865.50	6	86.50
	866.00	6	96.00
	(OVER 866.00 PROGRESS TO MAX) 962.00 (MAXIMUM)		
10	\$ 417.00 - \$467.00	6	\$ 50.50
	467.50 - 523.50	6	56.50
	524.00 - 587.00	6	63.50
	587.50 - 658.00	6	71.00
	658.50 - 737.50	6	79.50
	738.00 - 827.00	6	89.50
	827.50 - 927.00	6	100.00
	927.50	6	112.00
	(OVER 927.50 PROGRESS TO MAX) 1039.50 (MAXIMUM)		

ARTICLE 102  
WAGE INCREASE TABLES  
EFFECTIVE AUGUST 8, 1999

TABLE NO.	EXISTING BASIC WEEKLY WAGE RATE	MONTHLY INTERVAL	INCREASE AMOUNT
1	\$303.00 - \$337.00	6	\$34.50
	337.50 - 375.50	6	38.50
	376.00 - 418.50	6	43.00
	419.00 - 466.00	6	47.50
	466.50 - 519.50	6	53.50
	520.00	6	59.50
	(OVER 520.00 PROGRESS TO MAX) 579.50 (MAXIMUM)		
2	\$318.50 - \$358.50	6	\$40.50
	359.00 - 404.00	6	45.50
	404.50 - 455.50	6	51.50
	456.00 - 513.50	6	58.00
	514.00 - 578.50	6	65.00
	579.00	6	73.50
	(OVER 579.00 PROGRESS TO MAX) 652.50 (MAXIMUM)		
3	\$323.00 - \$364.50	6	\$42.00
	365.00 - 411.50	6	47.00
	412.00 - 465.00	6	53.50
	465.50 - 525.50	6	60.50
	526.00 - 594.00	6	68.50
	594.50	6	77.00
	(OVER 594.50 PROGRESS TO MAX) 671.50 (MAXIMUM)		
4	\$332.50 - \$375.50	6	\$43.50
	376.00 - 425.00	6	49.50
	425.50 - 481.00	6	56.00
	481.50 - 544.50	6	63.50
	545.00 - 616.00	6	71.50
	616.50	6	81.00
	(OVER 616.50 PROGRESS TO MAX) 697.50 (MAXIMUM)		

ARTICLE 102  
WAGE INCREASE TABLES  
EFFECTIVE AUGUST 8, 1999

TABLE NO.	EXISTING BASIC WEEKLY WAGE RATE	MONTHLY INTERVAL	INCREASE AMOUNT
5	\$335.00 - \$380.00	6	\$ 45.50
	380.50 - 432.00	6	52.00
	432.50 - 491.00	6	59.00
	491.50 - 558.00	6	67.00
	558.50 - 634.00	6	76.00
	634.50	6	86.50
	(OVER 634.50 PROGRESS TO MAX) 721.00 (MAXIMUM)		
6	\$337.50 - \$384.00	6	\$ 47.00
	384.50 - 438.00	6	54.00
	438.50 - 499.50	6	61.50
	500.00 - 569.50	6	70.00
	570.00 - 649.00	6	79.50
	649.50	6	91.00
	(OVER 649.50 PROGRESS TO MAX) 740.50 (MAXIMUM)		
7	\$376.00 - \$428.50	6	\$ 53.00
	429.00 - 489.00	6	60.50
	489.50 - 558.50	6	69.50
	559.00 - 637.00	6	78.50
	637.50 - 727.00	6	90.00
	727.50	6	103.00
	(OVER 727.50 PROGRESS TO MAX) 830.50 (MAXIMUM)		
8	\$392.00 - \$444.50	6	\$ 53.00
	445.00 - 504.50	6	60.00
	505.00 - 572.50	6	68.00
	573.00 - 650.00	6	77.50
	650.50 - 738.00	6	88.00
	738.50	6	99.50
	(OVER 738.50 PROGRESS TO MAX) 838.00 (MAXIMUM)		

ARTICLE 102  
WAGE INCREASE TABLES  
EFFECTIVE AUGUST 8, 1999

TABLE NO.	EXISTING BASIC WEEKLY WAGE RATE	MONTHLY INTERVAL	INCREASE AMOUNT
9	\$ 414.50 - \$462.50	6	\$ 48.50
	463.00 - 516.00	6	53.50
	516.50 - 576.50	6	60.50
	577.00 - 643.50	6	67.00
	644.00 - 718.50	6	75.00
	719.00 - 802.00	6	83.50
	802.50 - 895.50	6	93.50
	896.00	6	104.50
	(OVER 896.00 PROGRESS TO MAX) 1000.50 (MAXIMUM)		
10	\$ 417.00 - \$469.00	6	\$ 52.50
	469.50 - 528.50	6	59.50
	529.00 - 595.50	6	67.00
	596.00 - 671.00	6	75.50
	671.50 - 756.00	6	85.00
	756.50 - 851.50	6	95.50
	852.00 - 959.00	6	107.50
	959.50	6	121.50
	(OVER 959.50 PROGRESS TO MAX) 1081.00 (MAXIMUM)		

## ARTICLE 103

### WAGE ADJUSTMENTS

#### Initial Wage Increase

Effective **August 9, 1998**, basic wage schedules shall be increased by **3.8%** on the maximum rates and 0% on the start rates. These increases in the basic wage schedules will be computed on an exponential basis.

#### First General Wage Adjustment

Effective **August 8, 1999**, basic wage schedules shall be increased by **4.0%** on the maximum rates and 0% on the start rates. These increases in the basic wage schedules will be computed on an exponential basis.

#### Minimum Wage Increase

Any employee on the payroll on the effective date of any of the three wage increases will receive, at a minimum, a Five Dollar (\$5.00) increase in their weekly wages even though the applicable wage step on the schedule is increased by a lesser amount. The Five Dollar (\$5.00) weekly minimum will be prorated for part-time employees based on their equivalent work week as of the date of the increases.

## ARTICLE 104

### MONTHLY PENSION BENEFIT FOR FULL-TIME EMPLOYEES

Pension Band	<b>4.00% Increase Effective 10/01/98 For retirements and terminations</b>	<b>4.00% Increase Effective 10/01/99 for retirements and terminations</b>	<b>3.00% Increase Effective 07/01/00 for retirements and terminations</b>
103	<b>\$27.66</b>	<b>\$28.77</b>	<b>\$29.63</b>
106	<b>30.91</b>	<b>32.15</b>	<b>33.11</b>
107	<b>31.98</b>	<b>33.26</b>	<b>34.26</b>
108	<b>33.05</b>	<b>34.37</b>	<b>35.40</b>
109	<b>34.16</b>	<b>35.53</b>	<b>36.60</b>
110	<b>35.21</b>	<b>36.62</b>	<b>37.72</b>
113	<b>38.44</b>	<b>39.98</b>	<b>41.18</b>
114	<b>39.53</b>	<b>41.11</b>	<b>42.34</b>
119	<b>44.91</b>	<b>46.71</b>	<b>48.11</b>
122	<b>48.14</b>	<b>50.07</b>	<b>51.57</b>
125	<b>51.36</b>	<b>53.41</b>	<b>55.01</b>

## ARTICLE 105

### BASIC WEEKLY WAGE RATE

Employees are carried on the payrolls at a basic weekly wage rate which is the amount paid for a basic workweek, as defined in Article 116, "Regular Hours of Duty," and which is exclusive of differentials, commissions, overtime payments, and other premiums.

## ARTICLE 106

### BASIC WEEKLY HIRING RATES

The minimum basic weekly hiring rates applicable to the titles covered by this Agreement are set forth in the "Table of Minimum Hiring and Maximum Basic Weekly Wage Rates by Title," Article 101. Employees may be hired into any titles at rates in excess of the minimum hiring rate at the Company's discretion. If an employee is hired into a title at a pay rate in excess of the minimum hiring rate for reasons other than job related experience and/or job related training, any employee in that title in the city into which the employee is hired who is at a lower rate of pay will be raised to the rate of the individual hired.

In the case of existing part-time employees, the Company may establish the basic weekly starting wage rate for full-work in accordance with the experience and qualifications of the employee.

## ARTICLE 107

### MAXIMUM BASIC WEEKLY WAGE RATES

The maximum basic weekly wage rates applicable to the titles covered by this Agreement are set forth in the "Table of Minimum Hiring and Maximum Basic Weekly Wage Rates by Title," Article 101.

## ARTICLE 108

### WAGE PROGRESSION

The wage progression from basic weekly hiring rate to maximum basic weekly wage rate is controlled by the employee's basic weekly wage rate. The amounts of increase and the intervals between increases are set forth in the "Wage Increase Tables," Article 102.

The interval for the first increase following engagement, reengagement, or transfer into the bargaining unit is measured from the Sunday nearest the date the employee reports to work.

In case the final increase to maximum basic weekly wage rate is less than that provided by the increase amount shown in the increase table, such increase shall be granted in a proportionately shorter interval. In computing the

proportionately shorter interval, a fraction of a week may result. In such a case, the next lower week shall be used if the fraction is less than one-half. If the fraction is one-half or more, the next higher week shall be used.

When an employee is absent for any reason except for leaves of absence for military service where credit for time for wage purposes is provided by law, for a continuous period of more than thirty (30) days, the interval from his/her last regular increase until the employee's next regular increase following return to duty is extended one (1) month for each thirty-day period or major portion thereof beyond the first thirty (30) days of absence.

In determining eligibility for the first increase only, under this Agreement, time elapsed prior to the effective date of this Agreement and since an employee's last increase shall be credited.

The progression provided for in the increase tables contemplates acceptable and satisfactory performance of the normal and regular phases of job assignments. When, in the judgment of the Company, an employee's performance does not justify normal progression, increases may be deferred beyond the stated intervals for periods not to exceed six (6) months. Progression increases within any given wage grade may be deferred not more than three (3) times for any employee. At the conclusion of each deferred period, the employee shall be granted the postponed increases.

## ARTICLE 109

### MAXIMUM TIME IN PROGRESSION

The Company agrees that no employee shall remain below the maximum basic weekly wage rate for his/her title beyond the period specified below. For the purpose of determining time spent in progression, time in any title for which wage rates are shown in this Agreement shall be included. Time at a lower maximum rate and periods during which wage increases were deferred in accordance with Article 108, "Wage Progression" and Article 110, "Effective Date of Wage Increases," shall be excluded.

Nothing herein shall affect the provisions of Article 108, "Wage Progression" and Article 110, "Effective Date of Wage Increases."

WAGE GRADE	MAXIMUM TIME IN PROGRESSION (MONTHS)
E-1	36
E-3	36
SS-1	36
SS-2	36
S-1	36
S-2	36
6	36
7	36
8	36
9	36

## ARTICLE 110

### EFFECTIVE DATE OF WAGE INCREASES

#### Section 1. Increase Date

Increases in rates of pay for all employees are effective the Sunday nearest the date of the required Monthly Interval for Wage Increases as set forth in the Wage Increase Tables with the following exceptions:

- (a) In the event of absence for any reason continuing for more than one month (thirty days) during which the employee was scheduled to receive a progression increase effective the Sunday after he/she returns to work. In addition, the accumulated absence, if over thirty (30) days (one month), will be added to extend the time until the employee's next scheduled progression increase in intervals of thirty (30) days.
- (b) Changes in rates of pay resulting from promotions, changes in title or grade shall be made effective the Sunday nearest the date of the change in status.

#### Section 2. Change in Rate of Pay During a Period of Absence

An employee's rate of pay shall not be changed during a period of absence exceeding seven (7) calendar days or during a period of absence which at any time during its duration involves payment under the "Sickness and Accident Disability Benefit Plan." Vacation is not considered as absent time and a change in rate of pay which comes due during a vacation period shall not be deferred.

## ARTICLE 111

### CHANGES IN GRADES

An employee transferred to a title having a higher maximum basic weekly wage rate will have his/her wage treatment determined solely in accordance with the procedures set forth in the Promotion Pay Plan dated August 9, 1992. Similarly, an employee transferred to a title having a lower maximum basic weekly wage rate and who is not subject to the provision of Article 13, will have his/her wage treatment determined solely in accordance with the Promotion Pay Plan.

Any changes to or deviations from the procedures set forth in the Promotion Pay Plan must be mutually agreed to by the Company and the Union.

## ARTICLE 112

### TEMPORARY ASSIGNMENTS

An employee may be temporarily assigned to a job of a higher or lower wage grade than the employee's job classification at the discretion of the Company.

An employee who is temporarily assigned to a job of a higher classification for two (2) or more hours of his/her regular tour of duty or any part of an overtime period shall be paid a differential for the day equal to one-fifth



(1/5th) of the difference between the maximum salary for his/her title and the maximum salary for the title to which he/she is temporarily assigned.

Such temporary assignments in a job of a higher wage grade shall not exceed a period of thirty (30) calendar days.

### **ARTICLE 113**

#### **TRAINING ASSIGNMENTS**

An employee temporarily assigned to the training of employees and who works in that assignment for two (2) or more hours of his/her regular tour of duty shall be paid a differential of \$15.00 for each day while so assigned.

Whenever an employee is assigned for a period of less than two (2) hours, payment will be made at the rate of \$2.00 per hour or fraction thereof not to exceed \$15.00 per tour.

Formal initial and continuation training and the appraisal and development of people will continue to be performed by Management.

### **ARTICLE 114**

#### **TEMPORARY MANAGEMENT ASSIGNMENTS**

The Company may, if it deems necessary, appoint an employee of its choice from among a list of volunteers to temporarily perform supervisory work, including supervising of other employees, excluding employee discipline, development and appraisal.

On any day during which an employee, pursuant to a Temporary Management Assignment, is assigned and works in that assignment, that employee shall receive an additional \$3.00 for each hour, or portion thereof, with a maximum of \$15.00 per diem. In no case shall an individual employee be so assigned for more than sixty (60) calendar days for any one period of assignment.

It is understood that while performing in this assignment, the employee will not be required to perform his/her regular job duties.

Management shall continue to perform formal initiation and continuation training and employee appraisal and development.

Temporary Management Assignments shall not constitute transfers outside the bargaining unit under Article 3, "Agency Shop", Section 2, and Article 127, "Promotions and Transfers of Union Representatives."

## ARTICLE 115

### WORKING CONDITIONS -- GENERAL

Working hours and daily schedules of employees will be arranged to fit the needs of the service. Employees will be required to work overtime and during nonscheduled periods when the necessities of the service demand such work. No provision of this Agreement shall constitute a guarantee as to the minimum or maximum number of hours of work per week which may be required on the part of any employee.

## ARTICLE 116

### REGULAR HOURS OF DUTY

#### Section 1. Basic Workweek

The basic workweek consists of a total of five (5) tours of duty totaling thirty-five (35) hours within a seven-day period from Sunday to the following Saturday, inclusive. Employees entering the bargaining unit on or after January 1, 1992 will be scheduled to work a basic workweek of five (5) full tours of duty which may be scheduled non-consecutively.

#### Section 2. Tours of Duty

A full day's work or full tour of duty consists of seven (7) hours. Full tours of duty are divided into two (2) periods, not necessarily of the same length, and separated by not more than one (1) hour. **No lunch period should end less than two hours from the completion of a normal tour.**

The starting time for employees in the bargaining unit as of September 1, 1971, may be adjusted for periods of not more than one (1) hour to meet service requirements under unusual conditions.

For employees engaged, reengaged or transferred into titles covered by this Agreement between September 1, 1971 and September 1, 1974, full tours of duty may be scheduled to meet requirements except that no full tour may be scheduled to begin before 8:00 A.M. or to end after 12:00 Midnight.

For employees engaged, reengaged or transferred into titles covered by the Agreement after September 1, 1974, no full tours of duty may be scheduled to begin before 7:00 A.M. or to end after 12:00 Midnight.

Employees shall be notified of their scheduled hours of work not later than 12:00 Noon on Friday preceding the week in which such tours are scheduled. Work tours will be established by the Company for all employees. Employees will select tours on the basis of net credited service.

#### Section 3. Relief Periods

Employees assigned the number of hours constituting a full tour of duty and employees assigned a part-time tour of seven or more hours shall be given one fifteen-minute relief period regularly in each of the two periods of the

tour; employees assigned part-time tours of at least five hours but less than seven hours shall be given one fifteen-minute relief per day.

An additional fifteen-minute relief will be given whenever an employee works overtime for a continuous period of two or more hours immediately before or immediately after his/her scheduled work time. In no case will this additional relief be assigned for the first or last fifteen minutes of the employee's work period.

## ARTICLE 117

### OVERTIME

#### Section 1. Compensation for Overtime Work

Except as provided below, time worked in any day in excess of seven (7) hours shall be paid for at the employee's basic hourly rate for the eighth hour and thereafter at one and one-half (1-1/2) times the employee's basic hourly rate.

Time worked in any week in excess of five full tours of work, when such work is on a sixth day, shall be paid at one and one-half (1-1/2) times the basic hourly rate. The term "time worked", as used in this paragraph, shall not include vacation time, time off requested by the employee, or non-paid time off for Union business.

Time worked in any week in excess of forty (40) hours and all time worked on Sunday shall be paid for at one and one-half (1-1/2) times the employee's basic hourly rate.

Compensation for overtime work on a designated holiday shall be in accordance with Article 121, "Holiday Treatment."

Time worked in any week in excess of forty-nine (49) hours shall be paid for at twice the straight-time rate.

All time worked on Sunday amounting to four (4) hours or more, but not in excess of eight (8) hours, shall be included in the 40-hour week.

There shall be no duplication of payments for excess time worked under the foregoing provisions of this Article.

Overtime will be computed in units of one-tenth (1/10th) hour (6 minutes). Fractional parts of units, after the initial unit, shall be counted as full units, but any total period of less than a full unit shall not be counted.

#### Section 2. Computation of Overtime Payments

Employees are carried on the payrolls at a basic weekly wage rate, which amount is exclusive of payments for overtime work. The basic weekly wage rate is the amount paid for a 35-hour workweek. Hourly rates are determined by dividing the basic weekly rate by thirty-five (35). Overtime payments shall be based on the hourly rate derived from the basic workweek.

## ARTICLE 118

### DIFFERENTIALS

#### Section 1. Tour Differential

A tour differential of ten percent (10%) of one-fifth of the basic weekly wage rate shall be paid to employees for each assigned full or part tour within which two (2) or more consecutive hours of work are performed on any day of the week, either before 9:00 A.M. or after 5:00 P.M.

#### Section 2. Special City Allowance

An employee whose assigned reporting location on a particular day is within the Jersey City, Newark, or Bayonne Exchange Areas will be paid a Special City Allowance of \$1.40 for each day he/she works after reporting at such assigned reporting locations.

The Special City Allowance will enter into computations of overtime pay required by law but will not be part of the basic rate or basic weekly wages for any other purpose nor enter into the computation of any payments under the "Bell Atlantic Pension Plan" and the "Sickness and Accident Disability Benefit Plan" or any other fringe benefits or differentials.

An employee must work more than 50% of a regular full-time daily tour, after reporting to a qualified location, to receive a full daily allowance for that day. An employee who reports to work at a qualified location but who works 50% or less of a regular full-time daily tour will be paid one-half of a full daily allowance.

Not more than one full daily allowance will be paid to an employee on any one day regardless of the number of times the employee reports to a qualified location during that day.

Assigned reporting locations within the following designated boundaries qualify, subject to the above provisions, for the Special City Allowance: All reporting locations within the Exchange Area boundaries of Jersey City, Newark, and Bayonne.

#### Section 3. Force Administration

**A Force Administration Clerk assigned to monitor the Enhanced Team (ET) System and who works in that assignment for two (2) or more hours of his/her regular tour of duty shall be paid a differential of \$15.00 for each day while assigned.**

## ARTICLE 119

### HOLIDAY TREATMENT

#### Section 1. Designated Holidays

The following days have been designated as holidays:

New Year's Day  
Washington's Birthday

Columbus Day  
Veterans' Day

Memorial Day  
Independence Day  
Labor Day

Thanksgiving Day  
Christmas Day  
Personal Holiday\*

\*Employees upon completion of six (6) months of continuous service will be eligible for a Personal Holiday.

When any of these holidays falls on a Sunday, the following Monday shall be observed as a holiday instead.

When any of these holidays falls on a Saturday, the Company will designate for each employee who is not on vacation, another day (Monday through Friday) in the week preceding the week in which the holiday occurs, or in the week in which the holiday occurs, or in any succeeding weeks through March 31st of the following year, to be observed as the holiday for the employee; or the Company will designate for each such employee the Saturday as the holiday for the employee.

### Section 2. Holiday Treatment for Part-Time Employees

Part-time employees, who are on the active payroll of the Company as of December 31, 1980, who are assigned to work less than the equivalent of two and one-half days in the holiday week shall be paid one-half day's wages for an excused holiday. Part-time employees assigned the equivalent of two and one-half days or more in the week shall be paid one full day's wages for an excused holiday.

Part-time employees engaged or reengaged effective January 1, 1981 or after shall be governed by the provisions of Article 7.

### Section 3. Holiday Treatment of Employees Not on Vacation

An employee who works on a designated holiday shall be paid, in addition to the amount he/she would receive if he/she did not work on that day, at one and one-half (1-1/2) times his/her basic hourly wage rate for all time worked not in excess of seven (7) hours, and at two and one-half (2-1/2) times his/her basic hourly wage rate for time worked in excess of seven (7) hours on that day, **or an employee who works a full tour on a designated holiday may elect in lieu of a holiday allowance, to receive another day to be scheduled after the date the holiday occurs through March 31 of the following year, in accordance with normal vacation selection procedure. Any such day not taken by March 31 of the following year, will be paid in lieu of the day.**

An employee who does not work on a designated holiday and who is paid for any other time in the basic workweek which includes the holiday shall receive a holiday allowance equivalent to one (1) day's pay for the holiday.

Holidays observed Monday through Friday will be included in all basic weekly work schedules. Excused holiday time on such days shall be considered as time worked in determining payment for time worked in excess of forty (40) hours in any week.

#### Section 4. Holiday Treatment of Employees on Vacation

If a designated holiday falls within an employee's vacation period, time off with pay, equal to the number of hours for which the employee would have been entitled to receive pay for the holiday, will be scheduled at a time determined by the Company. Such time off may be scheduled immediately preceding or following the vacation period depending upon the decision of Management as to the effect upon work requirements.

### ARTICLE 120

#### VACATIONS

##### Section 1. Schedule of Vacation Periods

Vacation periods with pay shall be granted in each calendar year subject to the following service factors:

- |   |                 |
|---|-----------------|
| (a) Employees engaged on or after July 1 of the current year--  | No vacation     |
| (b) Employees who will complete six (6) months of net credited service on or before December 31 of the current year--                 | One (1) week    |
| (c) Employees who will complete twelve (12) months of net credited service on or before December 31 of the current year--             | Two (2) weeks   |
| (d) Employees who will complete seven (7) or more years of net credited service on or before December 31 of the current year--        | Three (3) weeks |
| (e) Employees who will complete fifteen (15) or more years of net credited service on or before December 31 of the current year--     | Four (4) weeks  |
| (f) Employees who will complete twenty-five (25) or more years of net credited service on or before December 31 of the current year-- | Five (5) weeks* |

\*At least one week must be taken during the months of January, February, March, April, November or December.

##### Section 2. Vacation Periods

Management shall recognize employees' preferences for vacation periods within each title within each office on a net credited service basis provided such adherence does not result in either understaffing or overstaffing of the office or any functional group from the standpoint of experience or force flexibility. Where an employee is entitled to three (3) or more weeks of vacation, up to three (3) weeks may be scheduled consecutively during the four (4) desirable vacation months, June through September on a seniority basis. A fourth week shall be scheduled during these months only after all junior employees involved have scheduled their choice of vacations.

Vacations shall be taken during the calendar year, except as specifically provided for elsewhere in this Article, and will not be considered cumulative at the option of the employee.

Employees who are eligible for two (2) weeks of vacation may select one (1), and employees who are eligible for three (3) or more weeks of vacation

may select two (2), and employees who are eligible for four (4) or more weeks of vacation may select three (3), of those weeks to be taken on a day-at-a-time basis. If this is done, individual vacation days may be selected only after all selections of full weeks have been completed.

Individual vacation days may be selected and scheduled or employees must select reserve time for these days subject to the needs of the service as determined by the Company. Individual days selected but not taken prior to the reserve time must be taken during the reserve time.

The period during which reserve time may be scheduled shall extend through March 31st of the following year.

When an employee is unable to take a previously scheduled vacation for reasons beyond his/her control, such as accident, sickness disability, jury duty, etc., the Company, after the employee has returned to work, will reschedule the vacation within the calendar year. In the event there is not sufficient time remaining in the calendar year to reschedule such vacation, or should such absence continue to the end of the year or extend into the following year, the Company will reschedule the vacation in the following year, or pay in lieu of vacation, at its option.

Except as limited in this Article vacations will not be restricted to a particular season of the year, but may be granted at any time when, as determined by the Company, force conditions permit.

### Section 3. Determining Vacation Periods

#### One and Two Weeks

The engagement or reengagement date from which service has been continuous shall be used in determining the vacation allowance of one (1) or two (2) weeks, with the understanding that leaves of absence and periods of disability absence shall not affect the continuity of service. Credit shall be allowed for continuous service in other Bell Atlantic Network Services Group Companies in determining vacations for employees transferred to this Company.

#### The Third, Fourth and Fifth Weeks

For the purpose of determining eligibility for a third, fourth or fifth week of vacation, net credited service is measured from the date established for benefit purposes under the "Bell Atlantic Pension Plan."

### Section 4. Employees Entitled to Vacation

Employees shall be granted vacations in accordance with the service factors specified above, subject to the following provisions:

- (a) No employee shall begin the first week of a vacation prior to the completion of at least six (6) months of service from the date of engagement or reengagement nor begin the second week of a vacation prior to the completion of at least twelve (12) months of service from the date of engagement or reengagement except as the needs of the service, as determined by the Company, indicate otherwise.
- (b) An employee who during the calendar year returns from a continuous period of absence of more than six (6) months due to leave of absence

or layoff, shall not be eligible to a vacation in that year until the employee has completed six (6) months in the performance of duty after returning from such absence. These six (6) months in the performance of duty need not be continuous, but periods of absence of eight (8) days or more shall not be credited in computing the required six (6) months. In the event this six-month period extends into the following year, the Company will schedule the vacation in the following year, or pay in lieu of vacation, at its option, upon completion of the six-month requirement.

#### Section 5. Vacation Pay

Employees paid on a time basis shall receive for each week of vacation an amount equal to the employee's weekly wage rate.

Prepayments of vacation pay will be made to employees within the week preceding vacation. A separate advance will be issued for vacation pay (except for day-at-a-time vacation pay) in addition to the regular pay to which the employee is entitled.

#### Section 6. Payment in Lieu of Vacation

An employee leaving the service of the Company will receive vacation pay, as defined in this Article, in lieu of any vacation to which he/she is eligible at time of service termination under the following conditions:

- (a) Layoffs as provided in Article 128, "Force Adjustments and Termination Allowances," of this Agreement;
- (b) Resignations, provided the employee gives at least two (2) weeks' advance notice and works the period covered by the notice;
- (c) Discharges, except in cases of misconduct or serious breach of discipline as determined by the Company;

and provided further that, in cases of resignations and discharges, such separations did not occur (1) during or at the expiration of leaves of absence without pay, (2) at the expiration of a period during which the employee was receiving "Sickness Disability Benefits," or (3) where the employee has not worked during the current calendar year.

#### Section 7. Unused Vacation

In case of death, wages associated with any unused portion of an employee's vacation shall be paid to the employee's beneficiary or to his/her estate.

#### Section 8. Lump Sum Vacation at Retirement

Upon retirement, an employee will be eligible to receive a lump sum payment in lieu of unused vacation to which the employee is entitled at time of retirement upon giving the Company thirty (30) days written notice.

#### Section 9. Vacation Buy-Back

**The Company may offer to buy back a full week or weeks of an employee's scheduled vacation in order to meet unanticipated business demands.**



**The decision by the Company to make a week or weeks available for buy-back in a particular group will be determined solely by the force and service conditions within that group.**

**All regular employees who are eligible for at least 1 week of vacation in the current calendar year will be eligible to sell vacation.**

**Once the Company decides to offer vacation buy-back, the opportunity will be extended to employees scheduled to take that week in the designated group based on seniority. Acceptance of an offer to buy-back full weeks of the scheduled vacation is voluntary; however, once vacation is bought by the Company it is not available for reselection. The employee's work schedule will reflect a normal work week and the employee will be paid for the vacation buy-back on the same basis as provided for in Section 5, above. This provision applies only to full weeks of vacation including weeks with holidays.**

**Questions regarding the offer or acceptance of vacation buy-back may be submitted to the grievance procedure; however, neither the provisions of this letter nor its interpretation or application shall be subject to arbitration.**

## ARTICLE 121

### EXCUSED WORKDAYS

Section 1. Each regular employee who has at least six (6) months of net credited service on January 1 of the current year shall be eligible for four (4) excused workdays with pay and one (1) excused workday without pay during the year.

Section 2. Employees who do not work on their paid excused workday shall be paid for the day as if for a normal or standard day worked excluding any wage incentive or productivity payments provided they are on the active payroll of the Company on that excused workday.

Section 3. One (1) paid excused workday in each calendar year may be designated by the Company for employees in an administrative work group (as designated by the Company) or in any larger group, including the entire Company. Employees (except occasional employees) in any such group for which an excused workday is designated by the Company and who are not otherwise eligible for a paid excused workday shall be excused and paid for such designated day as set forth in Section 1, provided they are on the active payroll of the Company on the designated excused workday.

Section 4. Employees who are on vacation or absent with pay on their paid excused workday for reasons other than having observed it as an excused workday shall have their paid excused workday rescheduled if a vacation day would have been rescheduled under the same circumstances.

Section 5. If employees agree to work on their paid excused workday and the Company determines that the day cannot be rescheduled, they shall be paid as applicable in accordance with the following:

- (a) Employees who agree to work before the work schedule becomes fixed shall receive one (1) day's pay as set forth in Section 2 in lieu of their excused workday and shall in addition be paid in accordance with the provisions of the collective bargaining Agreement covering work on a scheduled day of work.
- (b) Employees who agree to work after the work schedule becomes fixed shall receive one (1) day's pay as set forth in Section 2 in lieu of their excused workday and shall in addition be paid in accordance with the provisions of the collective bargaining Agreement covering work on a nonscheduled day.
- (c) Time worked by an employee on his/her excused workday shall be considered time worked on a regularly scheduled day of work for all purposes, except as is otherwise expressly provided herein.

Excused workdays may be scheduled through March 31st of the following year.

## ARTICLE 122

### TRAVEL TIME AND EXPENSES

Reimbursement of employees for travel time and expenses incurred on behalf of the Company is governed by the principle that an employee shall neither gain nor lose through temporary assignments to other than his/her regular reporting location or through work assignments or changes in such assignments brought about by the varying requirements of furnishing service to the public.

When an employee who is assigned on a temporary basis (usually less than sixty (60) calendar days) to work at a location other than his/her regular reporting location incurs travel time in excess of normal, such excess travel time shall be paid in the same manner as work time or the employee's tour shall be shortened correspondingly. If under these conditions the employee is also required to spend additional carfare over and above that normally incurred, the employee should be reimbursed for the amount of the additional carfare.

When an employee visits the Medical Office or a Local or General Consultant at the direction of the Company, the employee shall be reimbursed for any carfare expense necessitated by the visit. When the visit is on an employee's own initiative or at the request of his/her private physician, that is, when the visit is not on behalf of the Company, no carfare reimbursement shall be allowed.

An employee shall be paid his/her actual expense for lunch when visiting the Medical Office or a Local or General Consultant at the direction of the Company when such visit takes him/her outside of the municipality in which his/her regular reporting center is located. It is the intent that employees shall not be put to extra expense because of such visits.

## ARTICLE 123

### DEATH IN FAMILY

Section 1. In case of death in an employee's immediate family or of a relative residing at the employee's home, Management will approve payment for absence which ordinarily should not exceed three days but which may, under special circumstances and with Management approval, be extended to cover one week. "Immediate family" is defined as children, stepchildren, parents, stepparents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren, spouse **and domestic partner as described and identified in the "Domestic Partner Agreement"** or one other person identified in the employee's personnel file and residing at the employee's home.

Section 2. In case of death of a relative not in the immediate family nor residing in the employee's home, time off with pay for all or part of a scheduled workday in order to attend the funeral may be granted at the discretion of the Company. In determining the treatment to be accorded, Management will consider the relationship between the employee and the deceased, the time and place of the funeral, and the employee's hours of duty. Ordinarily the maximum time excused with pay should not exceed one day.

## ARTICLE 124

### PERSONAL SICKNESS ALLOWANCES -- FIRST SEVEN CALENDAR DAYS

Payment for days scheduled in a basic workweek but not worked due to personal illness will be paid at the straight-time rate on the following basis:

Less than two (2) years of service -- Pay after second scheduled workday

Two (2) years of service and over -- Pay from and including the first scheduled workday

No more than five (5) days will be paid for sickness absence in any calendar week. Payments shall be limited to scheduled workdays. Further, payments made pursuant to the provisions of this Article shall not be paid beyond the seventh calendar day of absence.

For just cause, such payments to the individual may be suspended or discontinued.

## ARTICLE 125

### PROMOTIONS AND TRANSFERS OF UNION REPRESENTATIVES

Section 1. The Company agrees to give the Union written notice at least seven (7) days in advance of any promotion affecting an employee's status

as a Union Representative, and it is understood that the consent of the Union is not required.

Section 2. Except in the case of promotions, the Company agrees that it will not transfer or loan for more than ten (10) working days an employee if the transfer or loan affects the employee's status as a Union Representative (except for Alternates at work locations where less than five bargaining unit employees report), without first obtaining the consent of the Union. The Company shall give the Union written notice of such proposed transfer or loan, and the Union shall conclusively be presumed to have consented unless the Union advises the Company in writing, within two (2) weeks after such notification, that it does not consent.

## ARTICLE 126

### SENIORITY IN PROMOTIONS

Section 1. In the selection of employees for promotions to non-Management positions within the bargaining unit, seniority shall be controlling where all other qualifications, including ability, knowledge of the job to be filled, attendance record, dependability, and availability for the assignment, are substantially equal. "Seniority" as used in this Article shall mean net credited service.

Section 2. Any dispute regarding the application of Section 1 of this Article which is not resolved through the grievance procedure may be submitted to arbitration pursuant to the provisions of Article 131, "Procedure for Arbitration," but, in that event, the decision of the Company shall be controlling unless the Company is shown to have acted arbitrarily or in bad faith.

## ARTICLE 127

### DISCHARGES, DEMOTIONS AND SUSPENSIONS

Section 1. In the event of a discharge, demotion or suspension, the Company agrees to notify the President of the particular Local involved, in writing, within ten (10) working days following such action provided the employee does not object to such notification.

Section 2. In the event that any regular employee of more than nine (9) months of net credited service is discharged, demoted or suspended, a written claim may be filed either by the employee or the Union within thirty (30) days after such action is taken alleging that such employee has been discharged, demoted or suspended without just cause. Such claim shall be reviewed in accordance with the procedure set forth in Article 129, "Grievance Procedure."

Section 3. In the event it is agreed that the employee is to be reinstated, the terms of such reinstatement shall be settled by agreement.

Section 4. In the event that the parties are unable to agree on the question as to whether the employee involved was discharged, demoted or suspended without just cause, the Union, upon written notice served upon the Company

within thirty (30) days after the grievance procedure has been exhausted, may require that the question at issue be submitted to arbitration pursuant to the provisions of Article **131**, "Procedure for Arbitration."

Section 5. If the arbitration award finds that the discharge, demotion or suspension was made without just cause, the employee shall be reinstated on the following basis:

- (a) In case of discharge or suspension, the employee shall receive his/her regular rate of pay for time lost or such portion of his/her regular pay as is specified by the arbitration award, less any amount other than wages received from the Company at time of discharge or suspension and any amounts paid to or receivable by the employee as wages in other employment and as unemployment benefits or disability benefits under any present or future provision of law for the period since the date of such discharge or suspension.
- (b) In the case of demotion, the employee shall be compensated for all loss of wages due to difference in basic weekly rates of pay.

## **ARTICLE 128**

### **FORCE ADJUSTMENTS AND TERMINATION ALLOWANCES**

Section 1. Should the Company find it necessary to lay off employees, the procedure set forth in this Article will apply. This procedure shall be applied separately in the Commercial Department and in the Marketing Department. The Company will decide the necessity for and will determine the extent of any required adjustments of force. "Seniority" as used herein shall mean net credited service.

Section 2. When force adjustments are required, the following steps will be taken to the extent necessary and in the order stated:

- (a) Temporary, term and occasional employees will be laid off first.
- (b) Regular employees having less than one (1) year of seniority will be laid off in each Area except that the force reporting to the Sales Directors shall be considered a separate group and the force reporting to the Directors-Directory shall be considered a separate group. Such layoffs will be in the inverse order of seniority and all such employees will be laid off before further steps are taken with respect to longer service employees.
- (c) If further layoffs are necessary in any of the groups described in (b) above, regular employees in such groups in the individual occupational classification in which the layoff is necessary, having one (1) or more years of seniority, shall be laid off in the inverse order of seniority.
- (d) Where force needs require the filling of any vacancies created by a layoff, the Company will fill such vacancies by selecting for transfer lower seniority employees who are qualified, who may readily be released from their existing positions, and whose transfer does not involve unreasonable geographical moves. The wage treatment of employees involved in such transfers will be in accordance with the provisions of Article **111**, "Changes in Grades," of this Agreement

except as modified in Article 13, "Reassignment Pay Protection Program (RPPP)."

Section 3. The Company will give each employee who is laid off either two (2) weeks' advance notice or, in lieu of such notice, two (2) weeks' pay at the employee's basic weekly rate. If two (2) weeks' pay is given in lieu of notice, this payment shall be in addition to any termination allowance to which the employee may be entitled under Section 4 of this Article.

Section 4. Any regular employee who is laid off under the provisions of this Article shall receive a termination allowance computed on the employee's basic weekly wage rate as follows:

Completed Years of Net Credited Service	Allowance
1- 5 years inclusive	One (1) week's pay for each completed year.
6-14 years inclusive	Five (5) weeks' pay plus two (2) weeks' pay for each completed year after the fifth year.
15 years or more	Twenty-three (23) weeks' pay plus three (3) weeks' pay for each completed year after the fourteenth year.

In no event shall a termination allowance exceed fifty-two (52) weeks' pay.

In addition to a termination allowance computed as provided above, an employee who is laid off will receive a payment in lieu of any vacation to which he/she may be entitled at the time of layoff. If an employee who has been laid off and who has received payment in lieu of a vacation is rehired in the same calendar year, he/she shall not be entitled to a vacation with pay in that calendar year.

If an employee who is laid off and has received a termination allowance is rehired and if the number of weeks upon which the termination allowance was computed is greater than the number of weeks since the date of the layoff, the amount of the allowance applicable to the excess number of weeks shall be regarded as an advance to the employee, and the employee shall repay such amount to the Company through weekly payroll deductions at the rate of at least 10% of his/her basic weekly wage.

If an employee is once laid off and receives a termination allowance and is later rehired, there shall be deducted from any termination allowance payable to him/her, in the event of any subsequent layoff, the amount of the previous termination allowance which has been received and retained by the employee.

Section 5. In rehiring in any job classification in any of the groups described in Section 2 (b) above, the Company will offer reemployment to those former employees of such groups who have been laid off in that job classification in the inverse order in which said employees were laid off. There shall be no obligation to offer reemployment to any employee who has

been laid off more than one (1) year. It shall be the responsibility of laid-off employees to inform the Company of changes in addresses.

The offer of reemployment shall be sufficient if made by registered letter addressed to the laid-off employee at his/her latest address as shown by the records of the Company. Any such laid-off employee must respond and be available for reemployment within fourteen (14) days after the date of the offer; otherwise the laid-off employee shall be deemed to have refused reemployment and the Company's obligation under this Section is satisfied.

Any laid-off employee offered reemployment must be able to meet the requirements of the available job at the time such offer is made and must take and pass a physical examination.

## ARTICLE 129

### GRIEVANCE PROCEDURE

Section 1. Any grievance presented by the Union shall first be submitted to the employee's immediate supervisor, the Manager, or the comparable staff supervisor of the employee or employees concerned within thirty (30) days from the date the alleged improper action first occurred. Conferences shall be held promptly between the Union and Company representatives in an effort to reach a satisfactory adjustment of the grievance. Fourteen (14) days from the date the grievance is filed shall be allowed for adjustment of the grievance at this level, and the case shall be considered closed at the end of that time unless the Union takes an appeal as provided in Section 2.

Section 2. If the grievance is not satisfactorily adjusted under the provisions of Section 1, the Union may submit it to the Company's Director level supervisor assigned within the organization in which the alleged improper action occurred. Such grievances shall be submitted within fourteen (14) days after discussions have concluded under Section 1. Conferences at this level shall be held promptly between the Union and Company representatives in a further effort to reach a satisfactory adjustment of the grievance. Fourteen (14) days from the filing of the grievance shall be allowed for adjustment of the grievance at this level, and the case shall be considered closed at the end of that time unless the Union takes an appeal as provided in Section 3.

Section 3. If the grievance is not satisfactorily adjusted under the provisions of Sections 1 and 2, the Union, within twenty-one (21) days after discussions have been concluded under Section 2, may submit the grievance by written notice to the collective bargaining representative designated by the Company, which notice shall set forth the Union's position with respect to such grievance. Conferences at this level shall be held promptly between the Union and Company representatives in a further effort to reach a satisfactory adjustment of the grievance. Twenty-one (21) days after receipt of such notice shall be allowed for adjustment of the grievance at this level. If a satisfactory adjustment is not reached, the Company, within twenty-one (21) days after discussions have concluded at this level shall inform the Union, in writing, of its final position. The case shall be considered closed unless the

arbitration proceedings are initiated under the provisions of this Agreement within thirty (30) days following conclusion of discussions at this level.

Section 4. When a matter involving an employee or employees has been referred to the Company for adjustment by the Union, the Company agrees that it will not discuss any phase of the grievance with the employee or employees nor will it impart to such employee or employees any information pertaining to the matter without first affording the appropriate Union representative an opportunity to be present at a time and place mutually agreeable to the Union and the Company. In a case of this nature, the Company will advise the Union of its decisions relative to the grievance before notifying the employee or employees concerned.

Section 5. Neither the Company, its representatives, nor the Union, its Locals, representatives, or members, will attempt by means other than the grievance procedure to bring about the settlement of any issue which is properly a subject for disposition through the grievance procedure.

Section 6. Nothing in this Article shall in any manner affect the right of any individual employee or group of employees to present grievances directly to the Management and to have them adjusted in accordance with the requirements of Section 9(a) of the Labor-Management Relations Act of 1947.

Section 7. The time periods specified in this Article may be modified only by mutual consent in writing.

Section 8. In the event that a grievance is presented in a conference, the following shall apply:

- (a) Section 1 above; the Union shall be represented by not more than two (2) Union representatives and the Company shall be represented by not more than two (2) representatives.
- (b) Section 2 above; the Union shall be represented by not more than two (2) Union representatives, plus an officer, and the Company shall be represented by not more than three (3) representatives.
- (c) Section 3 above; the Union shall be represented by not more than four (4) Union representatives plus an International representative and the Company shall be represented by not more than four (4) representatives.

## **ARTICLE 130**

### **INTERPRETATION AND PERFORMANCE**

Section 1. In the event of a disagreement with respect to the true intent and meaning or the application in a particular instance of any provision of this Agreement, either party may, after notice to the other party, call a conference to be held between the duly authorized collective bargaining representatives of the parties within seven (7) days of the date of receipt of such notice.

Section 2. If, after such a conference, there is still a disagreement regarding the true intent and meaning or the application in a particular instance of any



provision of this Agreement, then either party may, within thirty (30) days after the conference provided for in Section 1, institute arbitration proceedings for the purpose of securing a decision on the matter or matters in controversy; provided further that if either the representatives of the Company or the representatives of the Union fail to attend the conference called to discuss such controversy then arbitration proceedings may be initiated only by the party attending the conference.

Section 3. The parties agree to advise each other whenever possible of the names of individuals and their titles, which individuals will be authorized to represent them at conferences to be held pursuant to the provisions of Section 1 of this Article or any other Article of this Agreement, or for the purpose of discussing any matter of mutual interest to both parties.

Section 4. Whenever in this Agreement there is a provision for a notice of any kind to be served by the one party upon the other, it is mutually agreed to be sufficient, for this purpose, when the Union sends its notice to the office of the Company's collective bargaining representative, or when the Company sends its notice to the office of the Union.

Section 5. It is mutually agreed that either or both parties may record in memorandum or stenographic form the proceedings of any conference between representatives of the Union and the Company. However, in order to be binding on both parties, any records of such proceedings must be signed by representatives of both parties.

Section 6. The procedure for arbitration is set forth in Article 131, "Procedure for Arbitration."

## ARTICLE 131

### PROCEDURE FOR ARBITRATION

#### Section 1. Procedure

The parties to this Agreement shall have the right to submit more than one grievance to a single Board of Arbitration provided they present common questions of fact and involve the same issues of Contract interpretation.

No demand for arbitration of any matter shall be made more than 150 days after the matter was first presented to the Company for adjustment, but if there is a relevant shorter time limitation provided in this Agreement, such shorter limit shall apply. This 150-day period may be modified only by mutual consent in writing.

The procedure to be followed in instituting and conducting the arbitration of any matter subject to arbitration shall be as follows, unless otherwise mutually agreed upon between the parties:

- (a) The Board of Arbitration shall consist of three (3) members, one of whom shall be a member of the Union, designated by the Union, and one individual designated by the Company, who shall be in the employ of the Company; the third shall be an Impartial Chairman designated in the manner hereinafter described. The parties may waive the

requirement of the Board of Arbitration by mutual agreement; and an Impartial Chairman, designated in the manner hereinafter described, shall decide such cases.

- (b) The various steps required in connection with any such arbitration shall be taken as expeditiously as possible, but the parties agree that the following steps shall be taken within the time stated unless an extension be mutually agreed to in writing.
- (1) Within five (5) days following the serving by either party upon the other of a written demand for arbitration, each party shall, by a written designation given to the other, appoint the Arbitrator to be appointed by it. Each such written designation shall state the full name and address of the Arbitrator appointed thereby.
  - (2) Should either the Union or the Company fail, within the time above stated, to appoint its Arbitrator, the vacancy resulting by reason of such failure shall, upon the written request of either party, be filled by an impartial individual (who shall not be an officer, director, or employee of the Company or of any Company of the Bell Atlantic Corporation, or of any Company of the former Bell System, or a member, officer, employee, representative, attorney, or counsel of the Union or of any other union or labor organization) appointed by the American Arbitration Association.
  - (3) At the same time that written demand for arbitration is served upon the other party, the American Arbitration Association shall be requested in writing to appoint an Impartial Chairman. The Impartial Chairman shall not be an officer, director, or employee of the Company or of any Company of the Bell Atlantic Corporation, or of any Company of the former Bell System, nor shall he/she be a member, officer, official, employee, representative, attorney, or counsel of the Union or of any other union or labor organization.
  - (4) Upon the appointment of the Impartial Chairman the Board of Arbitration shall be deemed to be constituted. Within ten (10) days following the constitution of the Board of Arbitration, hearings shall be started and carried to conclusion as expeditiously as possible. The parties shall, prior to the hearings, jointly stipulate in writing such issue or issues if they can agree, and if they cannot agree the Board shall reduce such issue or issues to writing at or before the commencement of the hearings. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then obtaining of the American Arbitration Association as to any procedural matter not specifically covered in this Agreement. In the absence of unanimous agreement by the other members of the Board of Arbitration with respect to the closing of the proceeding, the Impartial Chairman may declare the proceeding closed. Within ten (10) days following the closing of the proceeding, the Board of Arbitration shall render its decision in writing.
- (c) The provisions of subparagraph (b) notwithstanding, the parties may mutually agree on a method of selecting the Impartial Arbitrator which does not involve the American Arbitration Association, or they may agree directly between themselves as to the identity of the Impartial Arbitrator.

The Board of Arbitration in its decision shall be bound by the provisions of this Agreement and shall not have the power to add to, subtract from, or modify any provision of this Agreement.

#### Section 2. Decision

The decision of a majority of said Board of Arbitration shall be the decision of the Board of Arbitration. Such decision shall be final, and the Union and its members and the Company agree to abide by such decision, which shall be enforceable by appropriate action or proceeding, if necessary, in a court of law or equity or otherwise.

#### Section 3. Expense

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

#### Section 4. Expedited Arbitration

In lieu of the procedures specified in Sections 1, 2 and 3 of this Article any grievance involving the suspension of an individual employee, except those which also involve an issue of arbitrability, Contract interpretation, or work stoppage (strike) activity and those which are also the subject of an administrative charge or court action, shall be submitted to arbitration under the expedited arbitration procedure hereinafter provided within fifteen (15) calendar days after the filing of a request for arbitration. In all other grievances involving disciplinary action which are specifically subject to arbitration under Sections 1, 2 and 3 of this Article, both parties may, within fifteen (15) calendar days after the filing of the request for arbitration, elect to use the expedited arbitration procedure hereinafter provided. The election shall be in writing and, when signed by authorized representatives of the parties, shall be irrevocable. If no such election is made within the foregoing time period, the arbitration procedure in Sections 1, 2 and 3 of this Article shall be followed.

As soon as possible after this Agreement becomes final and binding, a panel of three (3) umpires shall be selected by the parties. Each umpire shall serve until the termination of this Agreement unless his/her services are terminated earlier by written notice from either party to the other. The umpire shall be notified of his/her termination by a joint letter from the parties. The umpire shall conclude his/her services by settling any grievance previously heard. A successor umpire shall be selected by the parties. Umpires shall be assigned cases in rotating order designated by the parties. If an umpire is not available for a hearing within ten (10) working days after receiving an assignment, the case will be passed to the next umpire. If no one can hear the case within ten (10) working days, the case will be assigned to the umpire who can hear the case on the earliest date.

The procedure for expedited arbitration shall be as follows:

- (a) The parties shall notify the umpire in writing on the day of agreement or date of arbitration demands in suspension cases to settle a grievance by

expedited arbitration. The umpire shall notify the parties in writing of the hearing date.

- (b) The parties may submit to the umpire prior to the hearing a written stipulation of all facts not in dispute.
- (c) The hearing shall be informal without formal rules of evidence and without a transcript. However, the umpire shall be satisfied that the evidence submitted is of a type on which he/she can rely, that the hearing is in all respects a fair one, and that all facts necessary to a fair settlement and reasonably obtainable are brought before the umpire.
- (d) Within five (5) working days after the hearing, each party may submit a brief written summary of the issues raised at the hearing and arguments supporting its position. The umpire shall give his/her settlement within five (5) working days after receiving the briefs. He/she shall provide the parties a brief written statement of the reasons supporting his/her settlement.
- (e) The umpire's settlement shall apply only to the instant grievance, which shall be settled thereby. It shall not constitute a precedent for other cases or grievances and may not be cited or used as a precedent in other arbitration matters between the parties unless the settlement or a modification thereof is adopted by the written concurrence of the representatives of each party at the third step of the grievance procedure.
- (f) The time limits in (a) and (d) of this Section may be extended by Agreement of the parties or at the umpire's request, in either case only in emergency situations. Such extensions shall not circumvent the purpose of this procedure.
- (g) In any grievance arbitrated under the provisions of this Section, the Company shall under no circumstances be liable for back pay for more than six (6) months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays requested by the Union in which the Company concurs shall not be included in such additional time.
- (h) The umpire shall have no authority to add to, subtract from or modify any provisions of this Agreement.
- (i) The decision of the umpire will settle the grievance, and the Company and the Union agree to abide by such decision. The compensation and expenses of the umpire and the general expenses of the arbitration shall be borne by the Company and the Union in equal parts. Each party shall bear the expense of its representatives and witnesses.
- (j) The time limit for requesting arbitration under this provision shall be the same as in existing procedures.

## ARTICLE 132

### UNION ACCESS TO PERSONNEL RECORDS MAINTAINED BY THE COMPANY

Section 1. The Union and the Company reaffirm their commitment to maintain optimum confidentiality for employee personnel records. The parties, moreover, appreciate that the privacy of employee records would be impaired by improvident access to and/or duplication or publication of materials or information contained in employee personnel files. Consistent

with these concerns, the Union agrees that it will handle all such materials with an abiding respect for the need to maintain optimum confidentiality of personally identifiable information balanced against its obligation as bargaining representative to process grievances and administer this Agreement.

Section 2. When reasonably required in the judgment of a union representative to administer this agreement or to process a grievance, the Company will make available for review and/or furnish copies of all designated disclosable personnel type information.

Disclosable personnel type information includes, but is not limited to, performance evaluations or appraisals and all other records in employees' personnel files, upgrade and transfer records, employee sales records, actual salary rates and job applications. Provided, however, that the Company shall not be obligated to turn over other personnel records to the extent that it can establish that the records contain highly intimate or sensitive information, including, but not limited to, the results of aptitude tests reflecting on an employee's basic competence.

Section 3. By virtue of the duty of care established in the above language, the Union shall not be required to produce a signed release for any disclosable personnel type information requested from the Company, including, but not limited to, performance appraisals and related material, all information related to attendance and punctuality and Upgrade and Transfer applications. The Company agrees to furnish such records to the Union in unexpurgated form.

Section 4. When a request for highly intimate or sensitive personnel type information is made by the Union and the Company interposes a substantial and legitimate confidentiality claim, the Company shall furnish to the Union the maximum amount of information possible without compromising confidentiality interest.

Section 5. Review of personnel type information pursuant to Section 2 shall be at a time and place designated by the Company upon reasonable notice to the employee's immediate supervisor. Copies of personnel files or designated portions thereof or other records shall be furnished upon receipt of a written request from the union representative on a Company-provided form. For each page in excess of 20 pages copied and furnished by the Company to a union representative pursuant to such a request, the Union shall pay the Company fifteen cents (\$.15) per page.

Section 6. This article shall govern the provision of personnel type information to the Union and shall prevail in the case of any conflict with the Employee Privacy Protection Plan or the Company's General Personnel Practices.

Section 7. The records described above will be provided on a timely basis (defined as within fourteen days of the request) unless the request is voluminous. Voluminous will be defined as exceeding four hundred (400) pages. With respect to a voluminous request, if the requested information cannot be provided within fourteen days, it shall be provided as soon thereafter as is reasonably possible.

**August 11, 1998**

**Ms. M. L. Buckley, CWA Representative**  
Communications Workers of America, AFL-CIO  
1030 St. Georges Avenue - Suite 304  
Avenel, NJ 07001

RE: VACATION ALLOCATION PROCEDURES

Dear **Ms. Buckley**:

During collective bargaining, the Union asked that the officers of the CWA Locals be exempt from the office vacation allocation procedures. Accordingly, it is agreed that the President of each local will not be required to pre-select vacations or be included in the allocation of vacations in their reporting locations. In addition, the Vice President, Secretary and Treasurer of each local will select vacation in accordance with Article 120 of the Contract. However, their selection will not serve to reduce the allocation of vacation available during the weeks and/or days selected.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR:(Original Signed By)  
**M. L. Buckley**

## CONSULTANT AGREEMENT

**AUGUST 11, 1998**

The following Letter of Understanding will be incorporated into the BA-DC, MD, NS, VA, WV/CWA, BA-DE/CWA Local 13100, BA-PA/CWA Local 13500 and BA/NJ (Comm & Mktg) contracts, except the last paragraph will be included only in the CWA Local 13100 contract.

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

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

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

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

The following paragraph will also be included only in the CWA Local 13100 contract:

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



**August 11, 1998**

**Ms. M. L. Buckley, CWA Representative**  
Communications Workers of America, AFL-CIO  
1030 St. Georges Avenue - Suite 304  
Avenel, NJ 07001

RE: CUSTOMER PREMISES TRAINING

Dear **Ms. Buckley**:

This will confirm our understanding of July 25, 1995, regarding customer premise training for business customers and written proposal preparation by management salespersons. Effective March 1, 1996, the Company will begin to transfer from management to Customer Sales Representatives all post-sale training of business customers conducted on customer premises. The pace of this transfer will be determined by management, but shall be completed no later than June 1, 1996. Customer premise training shall not be deemed a Temporary Management Assignment when performed by Customer Sales Representatives on or after March 1, 1996. The Customer Sales Representative is the only bargaining unit title that can perform customer premise training.

Effective March 1, 1996, management salespersons may prepare the written proposals and/or recommendations for sales they are submitting to customers or this proposal preparation may be assigned to a Customer Sales Representative at the sole discretion of the management salesperson. The management salesperson may prepare all or any part of a sales proposal or recommendation.

At no time shall proposal preparation by a Customer Sales Representative be deemed a Temporary Management Assignment.

The Company agrees that no Customer Sales Representative will be laid off or downgraded as the direct result of the transfer of this work.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR: (Original Signed By)  
**Ms. M. L. Buckley**

**August 11, 1998**

**Ms. M. L. Buckley, CWA Representative**  
Communications Workers of America, AFL-CIO  
1030 St. Georges Avenue - Suite 304  
Avenel, NJ 07001

RE: DELETION OF TITLES

Dear **Ms. Buckley**:

The parties agree that in the event that the arbitrator sustains the following pending grievances (CM-5-23-224, -231, -232, -233, -239, -245, -264, -265, -266, -272, -273), the titles Customer Account Representative (Wage Grade 6) and Customer Business Representative (Wage Grade 6) shall be deleted from the collective bargaining agreement. The parties also agree and understand that the Company reserves the right to move to vacate the arbitrator's award in accordance with the applicable statute(s).

For purposes of force adjustment in accordance with Article 128, the titles Customer Account Representative, Customer Business Representative, Consultant and Service Representative, shall be treated as a single title.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR:(Original Signed By)  
**M. L. Buckley**

**August 11, 1998**

**Ms. M. L. Buckley**, CWA Representative  
Communications Workers of America, AFL-CIO  
1030 St. Georges Avenue - Suite 304  
Avenel, NJ 07001

RE: EXCUSED WORKDAY

Dear Ms. Buckley:

During collective bargaining, you asked that employees be permitted to schedule one paid Excused Workday in segments. The Company hereby agrees to this with the following understanding.

1. The employee can schedule the paid excused workday in either of the following ways:
  - A) A full day
  - B) Two half days (3-1/2 hours)
2. The employee shall not be required to utilize the above day, where, at management's unqualified discretion, miscellaneous personal time of less than a half day, can be given and would be more appropriate. The granting of miscellaneous time shall constitute no precedent as to an interpretation of the agreement.
3. Requests for time off will be considered based on the needs of the service and, as such, require no advance notice.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR: (Original Signed By)  
**M. L. Buckley**

**August 11, 1998**

**Ms. M. L. Buckley, CWA Representative**  
Communications Workers of America  
1030 St. Georges Avenue - Suite 304  
Avenel, NJ 07001

RE: INCLEMENT WEATHER POLICY

Dear **Ms. Buckley**:

Attached is the Inclement Weather Policy that was renewed during 1998 bargaining.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR:(Original Signed By)  
**M. L. Buckley**

## INCLEMENT WEATHER POLICY

The Company recognizes the need to establish a uniform policy for operations during periods of inclement weather. Accordingly, it is established that:

1. When no decision has been made concerning early closing and an employee calls to report that he/she cannot make it into the office, the following guidelines should be applied:
  - a. If the employee requests miscellaneous excused time (PW, XW, PH, V, etc.) such requests may be granted, based on the allowable number of employees that may be excused under the prevailing conditions as determined by management. Such employees should be informed that, should an abbreviated workday be declared later, the miscellaneous excused time requested will stand without adjustment.
  - b. If the employee is eligible for, but does not request, miscellaneous excused time, the employee may be offered such time in accordance with the allowable number of excused employees (as per a. above).
  - c. Employees who are not eligible for miscellaneous excused time or who refused to take such time, if eligible, shall be informed that they will not be paid for the day and that no adjustments will be made should an abbreviated workday be later declared (as per a. above). Further, the employee shall be considered absent and the absence will be recorded but "red circled". No action will be taken under the normal administration of the Attendance Improvement Program; however, the absence will count and repeated instances of "red circled" absence will be handled under the AIP as a separate issue.
2. When a decision is made to close an office prior to the normal start time, all employees should be paid as management designated emergency closing, permitted, including those who might have called earlier and been granted miscellaneous excused time.
3. When an office opens for business, employees arriving after their scheduled start time will not be paid for the time not worked. Such lateness will be recorded but "red circled". The tardiness will count but no action will be taken under the normal administration of the Attendance Improvement Program. Repeated instances of "red circled" tardies will be treated under the AIP as a separate issue.
4. When an early closing is announced and an employee requests to leave prior to an announced force reduction/closing hour, all time thereafter will not be paid. Each office will allow up to two such occurrences which shall count toward the final number that will be excused. If the employee is among those that would be required to stay then he/she must obtain a suitable volunteer.

INCLEMENT WEATHER POLICY (CONT'D)  
PAGE 2 OF 2

5. When based on local conditions and at the discretion of the Director or his/her designee an early force reduction is declared, a reduced force of no greater than 25% in each title will be retained to conduct the business of the office. Such number will be determined annually from the number of personnel listed on the vacation schedule(s) during the initial vacation selection process.
6. When force is reduced, management shall select the person(s) required to stay, first from available volunteers. then from a rotating list arranged by seniority from the office of all personnel in each title. Order writers and order typists shall be considered two groups. Once a person has volunteered, been assigned to stay, or has obtained a suitable volunteer to work in his/her place, such person will not again be assigned until all other employees in his/her title have been thus assigned. Voluntary swaps shall count as single credit for the originally designated employee only.
7. Employees who are excused early on a day when a force reduction is declared shall be paid seven hours pay at the straight time rate. Early starts, shortened lunch hours, etc. will not count as overtime unless the employee remains and works the full tour in addition to such extra time. Should the office shut down completely before the normal closing time, then such additional time shall count for the purposes of determining overtime. Employees shall be informed of the details regarding overtime treatment during the introduction of the Inclement Weather Policy of which each employee shall be given a copy. Thereafter, there shall be no obligation for management to inform employees of their overtime options on a continuing basis except for new employees or transfers into the office.
8. There shall be no compensatory time off for employees required to work on a day when force is reduced and other employees are excused and paid, nor shall any normally scheduled hours worked count as overtime, except as set forth in 7. above.
9. Employees on temporary assignments to a location where an early force reduction is declared shall be paid for their normal additional travel time allotment and shall not be compensated for delays that are beyond the control of the Company, such as weather, traffic, accidents, etc. Should such employee(s) have been on the list to remain in their normal reporting office as part of the reduced force. specified in 6., then he/she will remain eligible for assignment during the next weather emergency.

August 11, 1998

**Ms. M. L. Buckley**, CWA Representative  
Communications Workers of America, AFL-CIO  
1030 St. Georges Avenue - Suite 304  
Avenel, NJ 07001

RE: LETTERS OF SUSPENSION

Dear **Ms. Buckley**:

It is agreed that the Company normally will substitute a disciplinary letter where an employee would be suspended for tardiness and or absence. This letter will be tantamount to a suspension and be sufficient to constitute progressive discipline. As such, it may be processed through the grievance procedure and arbitration procedure as set forth in Articles 131 and 133 of the Agreement.

**The Company may in its discretion substitute a letter of suspension where an employee would be suspended for job performance. This letter will be tantamount to a suspension and be sufficient to constitute progressive discipline. As such it may be processed through the grievance procedure and arbitration procedure as set forth in Articles 131 and 133 of the Agreement.**

The Company reserves the right to suspend employees for tardiness, absence **or job performance** where the Company deems such action to be appropriate.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR: (Original Signed By)  
**M. L. Buckley**

**August 11, 1998**

**Ms. M. L. Buckley, CWA Representative**  
Communications Workers of America  
1030 St. Georges Avenue  
Avenel, NJ 07001

RE: UPSCOPE LIMITATIONS

Dear **Ms. Buckley**:

The parties agree to delete the limitation concerning the Cherry Hill and Pleasantville Business Sales Offices contained in the "UPSCOPE" agreement dated June 9, 1987. The remainder of the "UPSCOPE" agreement including Settlement Agreement, Attachment A, Products & Services, Wage Schedules and Job Duties of the Service Representative shall continue in effect.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR:(Original Signed By)  
**M. L. Buckley**



**August 11, 1998**

**Ms. M. L. Buckley, CWA Representative  
Communications Workers of America, AFL-CIO  
1030 St. Georges Avenue - Suite 304  
Avenel, NJ 07001**

**RE: MANDATORY OVERTIME**

**Dear Ms. Buckley:**

**During collective bargaining, the Company and the Union discussed employees working overtime. The parties agrees as follows:**

**For all employees other than those holding the title Coin Box Collector, there will be no mandatory overtime with less than 24 hours notice before the start of the tour in which the overtime is to be worked, to the affected employee, except for the following situations:**

- 1. To complete calls/or clear calls in queue at the end of a tour.**
- 2. To meet service needs or in emergency conditions, as determined by the Company. An emergency is defined as an event of national importance, fire, explosion, or other catastrophe, severe weather conditions, major equipment failures, or an act of God. In either case the Company will contact the Presidents of Local 1022 and Local 1023 to explain these requirements to work mandatory overtime.**

**Very truly yours,**

**(Original Signed By)  
R. J. Kuzniak**

**I CONCUR: (Original Signed By)  
M. L. Buckley**

**August 11, 1998**

**Ms. M. L. Buckley, CWA Representative**  
Communications Workers of America, AFL-CIO  
1030 St. Georges Avenue - Suite 304  
Avenel, NJ 07001

RE: MANDATORY OVERTIME (COIN BOX COLLECTORS)

Dear **Ms. Buckley**:

This will confirm our understanding reached during collective bargaining.

Each Coin Box Collector will have the opportunity once during each calendar month to exempt himself/herself from a mandatory overtime requirement.

For purposes of force management, a maximum of one request per work location, daily, will be allowed.

This agreement will be subject to review one year after implementation. The decision to continue this agreement at that time, will be at management's discretion.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR: (Original Signed By)  
**M. L. Buckley**

**August 11, 1998**

**Ms. M. L. Buckley, CWA Representative**  
Communications Workers of America, AFL-CIO  
1030 St. Georges Avenue - Suite 304  
Avenel, NJ 07001

RE: NEW EMPLOYMENT INFORMATION

Dear **Ms. Buckley**:

This will confirm our understanding reached during collective bargaining.

Effective the first Sunday following the date of ratification, when a new employee arrives in an office, management will introduce the employee to the pre-designated Union Steward (or alternate). Arrangements will then be made to provide for 30 minutes of joint time, paid for by the Company, during which the Union will conduct an orientation interview.

For its part, the Union agrees to undertake among its activities, the completion of printed media associated with joint campaigns, such as U.S. Savings Bond Drives and the like.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR:(Original Signed By)  
**M. L. Buckley**

**August 11, 1998**

**Ms. M. L. Buckley, CWA Representative**  
Communications Workers of America, AFL-CIO  
1030 St. Georges Avenue - Suite 304  
Avenel, NJ 07001

RE: REMOTE OBSERVING

Dear **Ms. Buckley**:

During bargaining the parties agreed that during the period of the current contract in the Consumer and Small Business Lines of Business the current average annual number of remote observations conducted of each Service Representative shall be reduced from 36 to 30 under the following general guidelines:

- A. Employees with less than one year in title will be exempt from any limits.
- B. Employees who maintain an "O" rating for three continuous months shall have no more than twenty (20) observations conducted on them.
- C. Employees who maintain the rating of "S" for three consecutive months shall have no more than thirty (30) observations conducted on them.
- D. Employees who maintain a "U" rating for two consecutive months shall have no more than forty (40) observations conducted on them.

The Company reserves the right to exceed the guidelines at its discretion in the event of service problems, audits, special programs and the like. It is agreed, however, that such additional observations shall not be included in the employee's appraisal base and shall be used for diagnostic purposes only.

Finally, the time spent by the nonmanagement employees on this project will be paid as joint time with the understanding that all related activities shall be completed during normal business hours.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR:(Original Signed By)  
**M. L. Buckley**

**NJ SALES PRORATE COMMITMENT**  
**August, 1998**

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

- 1. Temporary Assignments in accordance with Article 115, employees who are training other employees in accordance with Article 114 and employees who are assigned to follow-up on customer commitments for the office (i.e., TRFU Angel)**
- 2. Associates who are training other associates in accordance with Subsection 114**
- 3. Associates who are assigned as New Employee Development (NED) coaches**
- 4. Associates who are assigned to follow-up on customer commitments for the office (i.e., Plant and Accounting Desk in NJ)**
- 5. Absence from work due to a court appearance on behalf of the Company**
- 6. Absence for Union Business in accordance with Article 6**
- 7. FMLA-certified absence**
- 8. Vacation in accordance with Section Article 121**
- 9. Disability Absence approved by CORE**
- 10. Absence when subpoenaed to appear in court**
- 11. Absence due to Jury Duty**
- 12. Absence due to Death in Family in accordance with Article 125**
- 13. Absence due to Military Duty**
- 14. Absence due to Election Service**
- 15. Loaned to other departments**
- 16. Absence while involved with formal, job related training**
- 17. Absence while on a job visit**
- 18. Any necessary Joint Conference Time**
- 19. Student takeovers**
- 20. TBO activities**
- 21. Winners' Circle**

## **22. President's Club**

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

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

**Sincerely,**

**(Original Signed By)**

**R. J. Kuzniak**

**AGREED: (ORIGINAL SIGNED BY)**

**M. L. Buckley**

**August 11, 1998**

**Ms. M. L. Buckley, CWA Representative**  
Communications Workers of America  
1030 St. Georges Avenue  
Avenel, NJ 07001

RE: TRAINING

Dear **Ms. Buckley**:

During collective bargaining you asked that the Company review the Service Representative training on the Tel Demand subjects. The Company hereby agrees to the following:

1. The Large Business Services and General Business Services Lines of Business will develop and deliver a training course to all Service Representatives currently assigned this work. The course would be a minimum of one week with a one day follow-up session. The course would be extended if appropriate.
2. As an enhancement to this training the Large Business Services and General Business Services Lines of Business would make available a group of management employees to assist Service Representatives with unusual customer requests. This group would be available by telephone during normal office hours.
3. This training package will be available for future training requirements.
4. The Service Representative letter on sales performance is renewed for the life of this agreement.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR:(Original Signed By)  
**M. L. Buckley**

August 11, 1998

Ms. M. L. Buckley, CWA Representative  
Communications Workers of America, AFL-CIO  
1030 St. Georges Avenue - Suite 304  
Avenel, NJ 07001

**RE: EXPANDING THE HOURS OF OPERATION (24X7)**

Dear Ms. Buckley:

The Union and Company have discussed the issue of expanding the hours of operation to twenty-four hours a day, seven days a week in the Consumer Line of Business. Accordingly, the parties have agreed to the following:

The Company has designated Madison as the first Consumer location for 24x7 in New Jersey. All Consumer locations can be scheduled as a 24x7 location. If the Company decides to expand 24x7 in any other location other than Madison, the Union will be notified in writing of the deployment.

The Company agrees to permit regular full time consultants to transfer into available full time positions in the Madison 24x7 Center. In order to allow sufficient time for training of new hires, all volunteers would be required to request the transfer to the 24x7 Center, four (4) months in advance of the implementation date.

Split tours may be offered on a volunteer basis.

The Company agrees to make a conscious effort to continue providing a minimum of forty eight (48) hours notice for all mandatory overtime. Shorter notice may be required in emergency conditions or to meet service needs.

The Company agrees to permit volunteer transferred consultants from the Consumer Line of Business to retreat to their former positions during the first six (6) months after their transfer to the 24x7 Center. After the initial six (6) months, the transfer request would have to be made through IMP.

Respectfully,

(Original Signed By)  
R. J. Kuzniak

I CONCUR: (Original Signed By)  
M. L. Buckley



**August 11, 1998**

**Ms. M. L. Buckley, CWA Representative**  
Communications Workers of America, AFL-CIO  
1030 St. Georges Avenue - Suite 304  
Avenel, NJ 07001

RE: VACATION

Dear Ms. Buckley:

This will confirm the understanding reached during collective bargaining with the Commercial and Marketing bargaining units regarding the following.

Selection priorities at the time of vacation selection shall be in the following order:

- 1 - All Full Weeks Vacation
- 2 - Reserve Time
- 3 - Vacation Holidays
- 4 - Days-at-a-Time
- 5 - Excused Workdays
- 6 - Personal Holidays
- 7 - Designated Holidays

It is also agreed that vacation scheduling shall be completed by December 31st. It is further understood and agreed that employees will cooperate in the timely processing of the vacation schedule in order to meet the projected completion date.

Requests for individual days off will be considered based on the needs of the service as determined by management and, as such, require no advance notice.

Very truly yours,

(Original Signed By)  
R. J. Kuzniak

I CONCUR:(Original Signed By)  
**M. L. Buckley**

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

COMMUNICATIONS WORKERS OF AMERICA

By: \_\_\_\_\_  
M. Bahr, President

By: \_\_\_\_\_  
**P. A. Niven, NJ Area Director**

Traffic Bargaining Committee

\_\_\_\_\_  
**M. L. Buckley**

\_\_\_\_\_  
M. L. Carroll

\_\_\_\_\_  
M. A. Massoni

\_\_\_\_\_  
M. Quirk

\_\_\_\_\_  
S. F. Truman

Commercial and Marketing Bargaining Committee

\_\_\_\_\_  
**M. L. Buckley**

\_\_\_\_\_  
**L. H. Freeman**

\_\_\_\_\_  
**L. M. Kramer**

\_\_\_\_\_  
**R. Massa**

BELL ATLANTIC-NEW JERSEY, INC.  
and  
BELL ATLANTIC-NETWORK SERVICES, INC.

By:

---

R. J. Kuzniak, Director - Labor Relations, NSI

Traffic Bargaining Committee  
and  
Commercial and Marketing Bargaining Committee

---

**J. E. Cureton**

---

M. J. Walsh

---

J. B. Glassen

LETTERS OF AGREEMENT AND  
STATEMENTS OF TRUE INTENT AND MEANING

Effective **August 9, 1998**

The following sets forth the understanding between the Company and the Union with respect to matters dealing with:

1. **ALL EMPLOYEES -- Union Representation**  
At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, a Union representative may be present if the employee so requests.
2. **ALL EMPLOYEES -- Strike Absence Credit**  
Employees on the payroll who have had service credit deducted for strike absences will have such service restored for future fringe and benefit purposes but not for wage progression purposes.
3. **ALL EMPLOYEES -- Payday in Thanksgiving Day Week**  
Effective and during Thanksgiving Day weeks occurring during this Agreement, paychecks for weekly paid employees will be distributed to all employees in the bargaining unit on Wednesday of Thanksgiving Day week. It is mutually understood that such paychecks may be for the basic workweek only, similar to a vacation advance paycheck, and the appropriate payroll adjustments, if required, will be made in the following week's paycheck.
4. **ALL EMPLOYEES -- Video Display Terminals**  
The Company and the Union agree that the introduction and expansion of the use of video display terminals (VDTs) has brought about changes in the work place. It is a joint goal to maximize the advantages of VDTs and minimize any potential disadvantages their use may present to employees.

To that end, the Company and the union agree that the existing Safety Committee shall meet as needed to discuss the ergonomics associated with VDTs and any other related issue both deem appropriate.

5. **ALL EMPLOYEES -- Service Quality Observing**  
It is the policy of the Company to conduct Service Quality Observations in full compliance with Federal and State Laws. Service Quality Observing includes Service Observing and Supervisory Observing.

Service Observing measures the overall speed, accuracy and efficiency of our telecommunications network and work forces. It is not used for evaluating individual employee performance.

Supervisory Observing involves observations of employee contacts with customers or service-related contacts with other employees. It is used in determining individual employee performance and as an aid to training and development.

Supervisory observations are limited to the handling of customer contacts and contacts between employees involved in the provision of customer service. Employees who may be observed will be made aware of such fact on a quarterly basis and of the general frequency of such observations. Employees' conversations will not be electronically recorded.

Records of supervisory observations will be limited to Company-related matters. They will not be disclosed except to authorized personnel for Company-related reasons. Results of observations will be periodically reviewed with employees and adverse notations, which are intended to be used against an employee for the purpose of justifying discipline, will be reviewed promptly with such employee.

Telephones which are not subject to Supervisory Observing will be provided by the Company for employees' personal calls. In addition, supervisors will not listen in on personal conversations of employees on any telephone.

**6. ALL EMPLOYEES – Short Notice Excused Work Days (SNEWDs)**

**Effective, January 1, 1999, and continuing for the calendar years 1999 and 2000, notwithstanding the applicable Excused Work Day provisions in the local collective bargaining agreements, requests to supervision for up to three (3) paid Excused Work Days and one (1) unpaid Excused Work Day will be granted on short notice to employees eligible for paid and unpaid Excused Work Days under the following conditions:**

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

**Disputes regarding the application of the terms and conditions of Short Notice Excused Work Days may be submitted to the grievance procedure; however, neither these provisions nor**

**their interpretation and application shall be subject to arbitration.**

**During calendar year 2000, at the Union's request, the Company and the Union will meet to discuss whether this commitment or a modified SNEWD commitment will be extended beyond 2000.**

**7. TRAFFIC ONLY -- Job Pressures**

During negotiations, the Company and the Union have continued to discuss job pressures a matter which is of concern to employees.

We have agreed that organizational and technological innovations are necessary and desirable; that every employee has the ability to contribute to the development of such innovations; and that work should achieve personal needs of self-respect and fulfillment as well as service and financial objectives.

As an indication of our mutual determination to achieve specific goals of improvement, the Company has committed that observations in the Operator Services offices commonly known as "diagnostic monitoring" will not be performed from remote locations. Diagnostic supervision functions (including monitoring) will be performed at the position where the individual being observed is working. Diagnostic supervision will occur when Management determines it is necessary for training or instructional purposes.

Other observations in connection with Quality and Quantity of work will continue to be performed on a statistical sampling basis as set forth in current operating practices under the Employee Development Plan as well as for service management. The Company will be mindful of the Union's concerns regarding the taking of such observations during times when the equipment is slow or out of order.

**8. TRAFFIC ONLY -- Posting of Scheduled Hours Involving Sixth Tours of Duty**

Subject to the qualifications of the employees involved and the needs of the service as determined by the Company, the following procedures shall be effective with respect to the posting of scheduled hours involving the assignment of sixth tours of duty. It is understood that these procedures do not apply to additional tours of duty assigned after the original schedules of hours for any given week are posted.

- (a) The Company will first assign such sixth tours to those individuals who are qualified for and who have indicated a desire or preference for such assignments whenever they are available. (Top Seniority Down - No Rotation)
- (b) If, following the assignments specified in a. above, there is still a need for sixth tours, the Company will assign such tours to those individuals who are qualified for and who have indicated a desire or preference for such assignments occasionally. (Top Seniority Down - No Rotation)
- (c) If, following the assignments specified in a. and b. above, there is still a need for sixth tours, the Company will then assign the

remaining sixth tours of duty to those individuals who have indicated that they prefer not to work a sixth tour of duty if other individuals who desire such assignments are available. (Bottom Seniority Up - No Rotation)

In the event the needs of service change after the schedule has been posted, the Company will on 24 hours notice, offer to change an employee's scheduled "sixth" tour of duty back to an "E" day prior to granting miscellaneous days, vacation days, or excused days without pay. The offer/s will be made based on hours scheduled, seniority, and voluntary acceptance. (Top Seniority Down)

The provisions outlined above shall in no way be interpreted to limit, restrict, or amend any of the provisions of the Agreement between the Communications Workers of America and Bell Atlantic -New Jersey, Inc.

**9. TRAFFIC ONLY - The Status of Titles of Employees Affected by the Conversion of an Office**

Any employee in an office scheduled for conversion to any other type of operation who has one year or more of continuous service at the time of the conversion as Temporary Service Assistant or Temporary Administrative Representative will be allowed, subject to the needs of the service as determined by the Company, to retain such title in the office to which he/she is transferred provided that:

- (1) The office to which he/she is transferred is within one hour travel time by public or private transportation from his/her home.
- (2) The Company determines that there is need for such title in the office to which the employee is transferred, or that need for such title will exist after employees in such office holding the same temporary title, who have less than one year of continuous service in such title, are returned to the title held prior to their temporary appointment.

The Company and Union agree that the intent of this Letter covers solely individual central office conversion.

The status of titles of employees affected by any conversion involving two (2) or more offices will be negotiated by Company and Union representatives.

**10. TRAFFIC ONLY -- Seniority in Matters Relating to Choice of Hours**

The Company agrees that seniority shall be taken into account in matters relating to choice of hours insofar as the needs of the service and the ability of the employees permit.

New employees will be assigned "student" tours for about three weeks following initial training. These tours will not be scheduled over and above the required line, but it is intended that they will generally be less desirable ones.

**11. TRAFFIC ONLY -- "M" Day Assignments**

The Company acknowledges that the assignments of time off to reduce force surplus is a matter which should always be approached with great care because it recognizes that there is some employee dissatisfaction

with such assignments. However, from time to time, force surplus in certain holiday weeks does occur and, therefore, it becomes necessary to reduce work time assignments accordingly.

Subject to the needs of the service as determined by the Company, the following administrative procedures, in the order listed are effective with respect to the assignment of "M" days (3rd excused day in the week).

- a. Consideration will be given to scheduling as many vacations as possible in weeks in which holidays occur when planning vacation schedules.
- b. When surplus time in a holiday week appears to be a possibility, a pre-check of force will be made to determine the amount of surplus days. A notice will be posted on the Company bulletin board at each central office location at least one week in advance of the time assignment for the ensuing holiday week informing employees of:
  - (1) The availability of extra time off (EA) in terms of number of days in the holiday week.
  - (2) The number of such days of surplus time which is tentative and may be subject to change.
  - (3) A corresponding list (2) of names of employees who are next in order for "M" day assignments. This list may be subject to change.
- c. "EA" requests from employees will be accepted and recorded. "EA" days will be granted in accordance with established force adjustment procedures as determined by the Company. Any employee who is assigned an "M" day will be given the opportunity to make a choice of his/her "M" day and to the extent possible the choice will be granted.
- d. If there are insufficient time-off requests and surplus time still exists, employees will be so advised in a further attempt to solicit voluntary time off.
- e. If the above steps do not result in balancing the force with requirements, the final step when preparing time assignments is to assign four days of work to those employees who are scheduled "E" on the holiday, starting in inverse order of seniority and continuing in rotation on subsequent holiday weeks when surplus conditions again prevail.
- f. Employees who are scheduled to work on the holiday will not be scheduled an "M" day in that week.
- g. It is not the intent of any of these proposals to disrupt other existing holiday rotation procedures or any other local central office procedures applying to assignments on holidays or weekends. It is also not intended to disturb Sunday rotation or any local central office procedures designed to provide periodic long weekends off.

## **12. TRAFFIC ONLY -- Basis for Selection of Night Tours**

Subject to the qualifications of the employees involved and the needs of the service, as determined by the Company, and subject to all restrictions imposed by law, the selection and assignment of night tours will be made in accordance with the following principles:



- a. Qualified employees who desire night tours may select such tours on a seniority basis.
- b. If, in any office the required number of night tours are not selected by qualified members of the force, the remainder required will be assigned to qualified regular, term and temporary employees in the inverse order of seniority, except that such assignment need not necessarily be made in the case of a temporary employee who is not expected to remain on the payroll for the full period of the new selection of hours.

**13. TRAFFIC ONLY -- Safety**

Safety is a concern to the Company and the Union. The Company and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principles of safety on the part of all employees to provide for their own safety and that of their fellow employees, customers and the general public.

To achieve the above principles, the Company and the Union agree to continue an Advisory Committee on Safety principles at the Company headquarters level. The Committee shall consist of not more than three (3) representatives each from the Company and the Union (to be appointed by the Company and the International Union respectively). This Committee shall meet from time to time upon mutual agreement at the request of either party.

**14. TRAFFIC ONLY -- Operator Services**

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

The Company agrees that it will not discipline any experienced operator solely on the basis of that operator's average work time (AWT) per call performance.

Note: Regarding Letters of Agreement 7, 8, and 10, it is the Company's intent to observe the spirit of these understandings to the best of its ability, but if dissatisfaction develops on the part of either the Union or the Company, or if grievances arise therefrom, either the Union or the Company may terminate any of these Letters on 30 days' notice, affording reasonable opportunity for discussion of the matter during this 30-day terminal period.

**15. TRAFFIC ONLY – Abbreviated Christmas Eve Workday**

All Group "A" Central Office employees are to be assigned one-half tour compensatory time off between the day after Thanksgiving and the end of the following February.

The Company will determine when the time off will be assigned in accordance with the needs of the service.

**16. COMMERCIAL AND MARKETING ONLY -- Designated Holiday**

When a holiday falls on a Saturday, there is no intent to restrict the designation of that holiday to any specific day or days of a week.

**17. COMMERCIAL AND MARKETING ONLY -- Grade 6 Service Representative's Responsibilities**

The Grade 6 Service Representative will negotiate, sell and otherwise handle customer contacts, short of PBX's, to the extent of his/her training at the time of the particular contact and consistent with good judgment.

It is not the nature of the specific service involved which determines the propriety of its handling by the Service Representative. The bulk of customer contacts, by training and practice, are routinely completed by him/her. Individual judgment based on his/her training, ability and experience must be made by the Service Representative in some cases as to whether he/she should refer it to the Marketing Department. For example, a Service Representative receiving a request for installation of a PBX cannot fully visualize the customer's needs from the telephone contact. Both good judgment and training require referral of such a contact. On the other hand, the Service Representative can and will negotiate certain orders on PBX accounts, but might refer to the Marketing Department certain particular requests from smaller business customers.

Such judgments will continue to be reviewed by the Company in the light of all of the circumstances of the particular contact, including the training, ability and experience of the Service Representative.

The Marketing Department will continue to handle referrals of demand work as well as scheduled visits to business customers.

**18. COMMERCIAL AND MARKETING ONLY -- Business Accounts Assigned to the Sales Forces**

The following paragraphs provide the general highlights of the non-Management Customer Sales Representative and the Management Account Executive jobs:

In those cases assigned to them, including those accounts in excess of 80 lines, Data, and WATS, Customer Sales Representatives will continue to handle all non-principal system selling, and servicing activities including those related to principal system sales, which shall include, but not be limited to, usage prospecting, station reviews, preparation of proposals and/or recommendations, leave behinds, and total implementation of the sale. Where the Company determines that a principal system analysis and recommendation is desirable, selling activity in conjunction with same will be handled and/or directed by an Account Executive.

The Account Executive is responsible for major and complex selling activities such as recommending principal systems and network configurations as solutions to telecommunications and/or office management problems. To accomplish this, the Account Executive establishes an overall market sales plan for the account with specific objectives and is responsible and accountable for making the ultimate decision as to what will be recommended in principal sales situations. He/she is responsible for the supervision and direction of pre-sale

functions and post-sale implementation activity associated with sales of a system nature. The Account Executive's performance will be evaluated in light of the increase or decrease in annual billing and change in market share of the accounts to which he/she is assigned.

**19. COMMERCIAL AND MARKETING ONLY -- Past Practices**

It is not the intent of Section 1 of Article 19 to negate past practice in areas not specifically covered by the Agreement.

**20. COMMERCIAL AND MARKETING ONLY -- Last Workday Before Christmas Day**

If the Company declares the last workday before Christmas an abbreviated workday, any employee who is required to work beyond 1:00 P.M. on this day shall be entitled to the number of hours of time off with pay equal to the number of hours worked on the day in question beyond 1:00 P.M. on a day designated by the Company either during the following week or any week during the first quarter of the following year.

**21. COMMERCIAL AND MARKETING ONLY -- Equalization of Overtime**

The Company agrees, to the extent practicable in the best interest of the business, to see that overtime work is equalized among all of the employees within each title, within each "Management unit". "Management unit" shall mean the immediate administrative supervisor in the case of employees in the Marketing and Directory Departments and the second level manager, i.e., Business Office Manager, Public Telephone Manager, etc., for employees in the Commercial Department.

**22. COMMERCIAL AND MARKETING ONLY -- Recognition of Seniority in the Assignment of Coin Box Collector Routes**

During December of each year, each Coin Box Collector in the Public Telephone Department who will have achieved five years of service in the title of Coin Box Collector by the end of the calendar year will, in order of seniority, be afforded an opportunity to specify one of the predetermined geographical areas determined by the Company in which the Coin Box Collector prefers not to collect provided the particular area has not already been chosen by a more senior Collector. The Company agrees that whenever 75% or more of the stations to be collected on any given day fall in the geographical area rejected by the Coin Box Collector, the Coin Box Collector will not be asked to collect that particular route except under extenuating circumstances where the needs of the service, as determined by the Company, so require.

A reselection in order of seniority will occur annually in December of each year and whenever a loss occurs from the ranks of those Coin Box Collectors with five or more years of service who were involved in the previous selection.

**23. COMMERCIAL AND MARKETING ONLY -- The Establishment of Two-Person Coin Collection Routes**

Whenever sixty-five percent or more of the stations to be collected on any given route, on any given day, are located in the areas designated by the Company as those of "above-average risk", the Public Telephone Coin Box Collector is to be accompanied by another employee - either Management or non-Management - or a nonemployee contracted for by

the Company.

Each Public Telephone Office will describe the areas considered "above-average risk" for the following cities:

Camden  
Elizabeth  
Jersey City  
Newark  
Paterson  
Trenton

- 24. COMMERCIAL AND MARKETING ONLY -- Work Shoe Allowance**  
Employees in the titles of Coin Box Collector and Vault Custodian will, at all times during working hours, wear steel-toed safety shoes of a type approved by the Company. During each year, the Company will reimburse employees in an amount up to \$115.00 for the purchase of the required shoes, if needed. Costs for the repair or replacement of said shoes during the year will be at the employee's expense.

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