

AGREEMENT

Between

TELESECTOR RESOURCES GROUP

and

**COMMUNICATIONS WORKERS OF AMERICA
AFL – CIO
District One**

EFFECTIVE: August 3, 2003

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AGREEMENT

This Collective Bargaining Agreement is between the TELESECTOR RESOURCES GROUP (formerly NYNEX Materiel Enterprises), hereinafter called the Company, and the COMMUNICATIONS WORKERS OF AMERICA, hereinafter called the Union. This Agreement is applicable to employees in the Materials Management Organization (or its successor organizations) in New York State whose occupational classifications appear in Article 31.

In consideration of the covenants and terms herein contained, the parties hereto agree:

ARTICLE 1 RECOGNITION

1.01 The Company hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours and other terms and conditions of employment for the following unit of employees:

All employees of Telesector Resources Group, Materials Management Organization in New York State whose occupational classifications appear in Article 31.

ARTICLE 2 DEFINITIONS

2.01 "Company" means Telesector Resources Group, unless otherwise indicated.

2.02 Any change made by the Company of the Areas as defined herein shall not alter the parties' rights or obligations as they existed on September 12, 1991.

2.03 Unless otherwise specified, when used in this Agreement:
(a) "Downstate" shall mean Wage Zone 1.
(b) "Upstate" shall mean Wage Zone 2.

2.04 "Employee" means a regular or temporary full-time and a regular or temporary part-time non supervisory employee whose occupational classification is listed in Article 31.

2.05 "Regular Employee" means one whose employment is reasonably expected to be permanent at the time he is engaged although the employment may be terminated by action on the part of the Company or the employee.

2.06 "Temporary Employee" means one who is engaged for a specific project or a limited period, with the definite understanding that his employment is to terminate upon completion of the project or at the end of the period, and whose employment is expected to continue for more than three (3) weeks but not more than three (3) years. A temporary employee shall be entitled to all benefits to which a regular employee is entitled, except that the provisions

of Article 14 (Layoffs, and Downgrades) shall not be applicable. The percentage of such temporary employees shall not exceed fifteen percent (15%) of the total work force at any given time.

2.07 "Full-time employee" means a regular or temporary employee who is scheduled to work five (5) full tours in each payroll week.

2.08 "Part-time employee" means a regular or temporary employee who is normally scheduled to work less hours per average month than a comparable full-time employee in the same occupational classification and work group working the same normal daily tour.

2.09 "Occasional employee" means 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.

2.10 A "payroll week" is the period from Sunday through the next following Saturday, both inclusive.

2.11 A "scheduled day" for any employee is a day within a payroll week for which a tour is scheduled for that employee. Sunday shall in no event be regarded as a scheduled day.

2.12 A "tour" for any employee is a period of hours, beginning at a specified time, and ending at a specified time, the number of hours included therein being equal to the number of the employee's regular daily hours of work, plus any unpaid meal period.

2.13 A "scheduled tour" for any employee is a tour during which that employee is scheduled to work.

2.14 A "regular tour" for any employee is the one particular tour designated by management to be his regular tour throughout one payroll week. The starting and quitting hours of this regular tour shall be the same for the payroll week. The tour so designated serves as a basis for determining payments for time worked by that employee on any day of that week.

- 2.15** A "day tour" is a regular tour which starts at or after 6:00 A.M. and ends at or before 6:00 P.M.
- 2.16** A "night tour" is a regular tour which starts or ends after 6:00 P.M. or before 6:00 A.M.
- 2.17** An "emergency" is an event of national importance, fire, explosion, or other catastrophe, severe weather conditions, or an act of God.
- 2.18** The use of the masculine or feminine gender in this Agreement shall be construed as including both genders and not as a sex limitation unless the Agreement clearly requires a different construction.

ARTICLE 3 COLLECTIVE BARGAINING

- 3.01** All collective bargaining on rates of pay, wages, hours, and other terms and conditions of employment shall be conducted by the duly authorized representatives of the Union and by the duly authorized representatives of the Company. The collective bargaining committees for the Union and for the Company shall not exceed five (5) members each.
- 3.02** Meetings for collective bargaining shall be held upon request of either party at a time and place agreeable to both parties, and each party agrees to keep the other informed in writing of the names of their respective collective bargaining representatives.
- 3.03** Unless otherwise required by law or lawful authority the Company shall pay, at their basic weekly wage rates for up to the equivalent of one regular tour per day and no more than the equivalent of 5 regular tours per week, employees who are members of the Union's collective bargaining committee for time which is not worked, but which is spent in attendance at meetings with management in bargaining for Telesector Resources Group Collective Bargaining Agreement.

ARTICLE 4 PROMOTIONS AND TRANSFERS OF UNION REPRESENTATIVES

4.01 The Company agrees that it will not promote or transfer an Officer, Chief Steward or member of the Executive Board of a Union Local without the consent of the Union Local if such promotion or transfer affects his status as a representative of the Union Local. The Company shall give the Union Local not less than fourteen (14) calendar days written notice of any proposed promotion or transfer of an Officer, Chief Steward or member of the Executive Board of a Union Local.

4.02 The Company shall give the Local Union not less than seven (7) calendar days written notice of a promotion or transfer of a Steward in excess of ten (10) calendar days which will affect his status as a Steward of the Local Union.

4.03 The Union and each Local Union shall keep the Company currently advised in writing of the names of the representatives set forth above.

ARTICLE 5 PAYROLL DEDUCTION OF UNION DUES

5.01 The Company agrees while this Agreement is in force and effect to make collection of regular Union dues of any employee through payroll deduction upon the order in writing signed by such employee, and revocable by the employee at any time, and to pay over the amount thus deducted to the Secretary Treasurer of the CWA, together with a record of the names of the employees from whose wages or sickness benefits deductions have been made and the amounts of such deductions, provided that the employee's order is in a form mutually acceptable to the Union and the Company. The Company further agrees to make up, as soon as possible, missed dues deductions for four (4) or less consecutive deduction weeks, where failure to make deductions is due to insufficient pay for reasons other than unauthorized absence. If dues deductions are missed for five (5) or more consecutive weeks, there will be no make up of any of the missed deductions.

When there are insufficient funds to cover all deductions, then deductions for Union dues and deductions for allotments to the Savings and Security Plan, respectively, shall have priority over all authorized deductions except those required by law and authorized deductions for insurance.

5.02 Cancellation by employees of such written authorization for payroll deductions must be in writing and the Company agrees to notify the Union and the appropriate Union Local of the receipt of any such written cancellations.

5.03 Either party may, by written notice given to the other, terminate, with respect to any employee, the obligation and the right of the Company to make such deductions. The Company shall give notice of such termination to the employee.

5.04 An employee's written authorization for such deductions shall be canceled automatically by the Company when the employee is transferred , except on an acting basis, to a position wherein he is no longer covered by the terms of this Agreement. The Company will notify the Union of all such permanent transfers.

5.05 The amount of regular Union dues as established from time to time by the Union shall be certified to the Company by the Union. When there is any difference in the amount of regular Union dues because of differences in occupation or rate of pay the certification to the Company shall be such as to permit the Company to determine the proper amount to be deducted in each case.

5.06 The Union hereby agrees to indemnify the Company and hold it harmless from all claims, damages, costs, fees or charges of any kind which may arise out of the honoring by the Company of dues deduction authorizations in accordance with the provisions of this Article, and the transmitting of such deducted dues to the Union.

5.07 Authorized union requests for changes in a Local's dues structure, shall be handled according to the following timetable:

- (1) Changes can be introduced only on the first Sunday of the month.
- (2) Requests received prior to or on the 15th of the month, will be effective the first Sunday of the following month.
- (3) Requests received after the 15th of the month, will be effective the first Sunday of the second following month.

ARTICLE 6

ABSENCE FOR UNION BUSINESS

6.01 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 to attend to the business of the Union.

6.02 The Union shall make all requests for excused absences or leaves of absences as far in advance as possible and the Company shall act promptly upon each request. Excused absences granted to a Union representative shall not exceed ninety (90) scheduled working days (to Union Officers, namely, President, Vice President, Secretary and Treasurer of each Local and the Members of the Executive Board of each Local, shall not exceed one hundred fifty (150) scheduled working days) in any calendar year and no single period of excused absence shall exceed thirty (30) continuous calendar days. A leave of absence will be required if a continuous period of absence for Union activities is to exceed or exceeds thirty (30) consecutive calendar days. Absence in excess of ninety (90) scheduled working days (one hundred fifty (150) scheduled working days for a Union Officer or Member of the Executive Board) in any calendar year will not be authorized except by a leave of absence to be applied for by the Union in writing. Each period of a leave of absence granted hereunder shall not exceed one year nor be less than one month, provided that the total period of such leaves granted to any employee during his service life with the Company shall not exceed fifteen (15) years.

6.03 Meetings with Management (including time spent in collective bargaining) during a period of leave of absence shall not be considered as breaking a continuous period of leave of absence and shall be included in the period of such leave. However, meetings with Management (including time spent in collective bargaining) during a period of excused absence shall not be considered as excused absence.

6.04 A Union representative upon return from an excused absence or leave of absence shall be reinstated at work generally similar to that in which he was engaged last prior to his absence, subject, however, to the provisions of this Agreement relating to layoffs. He shall be placed on the payroll at the rate received when such absence began, adjusted for any changes in wage level made during the period of absence. Adjustments shall also be made for any changes in location or position in accordance with existing practices and wage schedules. No physical or other examination shall be required as a requisite of

reinstatement except where the Company finds that an obvious physical or mental condition exists which requires medical advice regarding job placement or fitness for work.

6.05 A Union representative shall be allowed full credit for periods of leaves of absence not in excess of fifteen (15) years in the aggregate in computing net credited service for all purposes except for wage progressions. During any leave of absence, a Union Representative shall be entitled to death benefits.

6.06 If a Union Representative is absent attending to the business of the Union to such an extent that the Company pays less than 50% of his basic wage (excluding overtime and premium payments) during the twelve (12) consecutive months immediately preceding the date his vacation would commence, he shall not be entitled to a vacation at Company expense for that calendar year.

ARTICLE 7 WAGES

7.01

- (1) Basic weekly wage rates of the various occupational classifications are shown in Article 31 of this Agreement for employees in the bargaining unit. These basic weekly wage rates shall be effective as of August 3, 2003.
- (2) Whenever the Company determines it appropriate to create a new occupational classification in the bargaining unit, or restructure or redefine an existing one, it shall notify the Union in writing of such occupational classification and shall furnish a description of the duties and the wage rates or schedules initially determined for such occupational classifications. Such wage rates or schedules shall be designated as temporary. Following such notice to the Union, the Company may proceed to staff such occupational classifications.
- (3) The Union shall have the right, within thirty (30) days from receipt of notice from the Company, to initiate negotiations concerning the initial wage rates or schedules established as temporary by the Company. If negotiations are not so initiated, the temporary designation shall be removed from the occupational classification.

- (4) If negotiations are initiated, the parties will make a good faith attempt to reach agreement within ninety (90) days following the initiation of negotiations. If agreement is reached between the parties within this ninety (90) day period, the temporary designation shall be removed from the occupational classification.
- (5) If the parties are unable to reach agreement within the aforesaid ninety (90) day period, then each party shall deliver to the other, in writing, on the ninetieth (90th) day, its final position on the wage rates and schedules. Within three (3) business days of such delivery to the other party, either party may deliver a written modified final position to the other, providing such written modified final position is closer to the final position of the other party. If no such written modification is delivered, then such final positions may be submitted by the Union to a neutral third party as provided for in paragraph 7. If not so submitted, the temporary designation shall be removed from the occupational classification and the Company's final position will be the wage rate or schedule.
- (6) If, however, one party delivers to the other a written modified final position within three (3) business days, then such other party may deliver a written modified final position within three (3) business days following delivery of the first party's written modification. This process may continue as long as either party delivers a written modified final position within three (3) business days following the delivery to it of a written modified final position by the other party. All modified final positions must be closer to the most recent position of the other party. This process shall end when a party stands on its most recent position for three (3) business days after the delivery of the other party's most recent position. The most recent position of each party may then be submitted by the union to a neutral third party as provided for in paragraph 7. If not so submitted, the temporary designation shall be removed from the occupational classification and the Company's final position will be the wage rate or schedule.
- (7) The neutral third party referred to above shall be selected by mutual agreement of the parties following receipt by the

Company of written notice from the Union of its intention to submit the final positions of the parties to a neutral third party. Such notice must be received by the Company within thirty (30) days after the delivery of the most recent final position.

- (8) Hearing and post-hearing activities shall be conducted in accordance with the provisions of Article 12 and shall commence within thirty (30) days after selection of the neutral third party.
- (9) The neutral third party shall issue a decision and supporting opinion, in writing, within sixty (60) days after the close of the hearing. Such decision, effective on issuance, shall be limited to selecting the most recent position of one of the parties as the wage rate of the occupational classification in dispute. In determining the wage, the neutral third party shall not consider any wage rates previously determined by a neutral third party pursuant to this Article. The decision of the neutral third party shall be retroactive to the date on which the Company first staffed such occupational classification; provided however, that such retroactivity shall apply only to the basic weekly wage rate and overtime pay and that there will be no other kinds of adjustments.
- (10) The decision of the neutral third party shall be binding on the parties. The neutral third party shall have no authority to add to, subtract from or modify any provisions of this Agreement. The sole means for attempting to resolve any question arising in connection with the Company's determinations referenced in this Article, or any other question arising under this Article, shall be through the grievance procedure, the arbitration provisions of this Article and, where applicable in accordance with this Article, the arbitration provisions of Article 12. No question arising under this Article shall be subject to the arbitration provisions of Article 12 except for the question of whether or not the Company was obligated to notify the Union in writing of the creation of a new occupational classification in the bargaining unit or of a restructuring or redefining of an existing one.

7.02 In addition to the wages effective on August 3, 2003, the first general wage adjustment on August 1, 2004, the second general wage adjustment on August 7, 2005, the third general wage adjustment on August 6, 2006, and the fourth general wage adjustment on August 5, 2007 provided for in the Agreement, and the wage progression tables for their occupational classification in Article 31 of this Agreement.

7.03 Employees may be hired at rates above the lowest rates shown in Article 31 for their occupational classification and wage zone.

THE AGREEMENT BY THE PARTIES PROVIDES AS FOLLOWS:

WAGE EFFECTIVE DATES

The schedule of wage increases for the term of this Agreement shall be as follows:

Effective Date	Percentage Increase	Applied to:
Sunday, 8/1/04	2%	all steps of the basic wage schedules
Sunday, 8/7/05	2%	all steps of the basic wage schedules
Sunday, 8/6/06	2%	all steps of the basic wage schedules
Sunday, 8/5/07	2%	all steps of the basic wage schedules

BASIC WAGES

The increases in the basic wage schedules shall be all steps of the basic wage schedules.

COST OF LIVING ALLOWANCE

- (1) Effective August 6, 2006 and August 5, 2007, adjustment will be made in basic weekly rates in each wage schedule in accordance with the following:

 - (a) the amount of the August 6, 2006 adjustment shall be: (i) one-half of the increase above four percent (4.0%) in the "CPI-W" (1982-84 = 100) for May 2006 over May 2004, applied to (ii) the scheduled rates in effect in each wage schedule on August 5, 2006, (iii) rounded to the nearest 50 cents.
 - (b) the amount of the August 5, 2007 adjustment shall be: (i) one-half of the increase above two percent (2.0%) in the "CPI-W" (1982-84 = 100) for May 2007 over May 2006, applied to (ii) the scheduled rates in effect in each wage schedule on August 4, 2007, (iii) rounded to the nearest 50 cents.
- (2) In no event shall a decrease in the CPI-W result in a reduction of any basic weekly wage rate.
- (3) In the event the Bureau of Labor Statistics does not issue the appropriate Consumer Price Indexes on or before the dates referred to in Paragraph 1, the cost-of-living adjustment required by such appropriate indexes shall be effective at the beginning of the first payroll week after receipt of the indexes.
- (4) No adjustment, retroactive or otherwise, shall be made as the result of any revision which may later be made in the first published figures for the CPI-W for May 2004, May 2006, and May 2007.
- (5) The cost-of-living adjustment is dependent upon the availability of the CPI-W in its present form and calculated on the same basis as the CPI-W for May 2003. In the event the Bureau of Labor Statistics changes the form or the basis of calculating the CPI-W, the Company and the Union agree to request the Bureau to make available, for the life of this agreement, a CPI-W in its present form and calculate it on the same basis as the CPI-W for May 2003, which was 179.4 (1982-84 = 100).

ARTICLE 8 TRANSFERS

8.01 The Company may transfer or assign, temporarily or permanently, any employee from an occupational classification to another, or from one assignment to another within the same occupational classification, or from an occupational classification to a position outside of the bargaining unit,* either as a step in force adjustment or for other purposes.

When a temporary transfer or assignment, either as a step in force adjustment or for other purposes, results in reducing an employee's basic weekly wage rate, the employee so transferred or assigned shall not receive wage treatment less than that received by employees at top rates in the position and locality to which the employee is transferred or assigned.

When a permanent transfer or assignment of an employee from an occupational classification to another, or from an occupational classification to a position outside of the bargaining unit, either as a step in force adjustment or for other purposes, results in reducing an employee's basic weekly wage rate, the provisions of Section 14.02 shall apply.

Whenever employees are assigned, they will be paid in accordance with the provisions of Article 9, where applicable.

* In no event shall an employee be transferred to a position outside of the bargaining unit for the purpose of circumventing the provisions of Section 9.06 or Section 14.02.

8.02 When the Company transfers any employee permanently between work locations but within a unit (as defined in Appendix 1), and such action is not a downgrade as defined in Section 14.04, subparagraph (2), it shall determine the occupational classifications and surplus work locations from which such transfers will occur and shall make such transfers from volunteers in the occupational classifications and work locations involved in order of seniority (determined by net credited service), provided that the Company determines that the volunteers to be selected for transfer are qualified and can be spared from their existing positions. If the Company determines that the transfers cannot be accomplished with volunteers, it shall make such transfers from employees in the occupational classifications and surplus work locations involved in inverse order of seniority (determined by net credited service), provided that the Company determines that the employees to be selected for such transfers are qualified and can be spared from their existing positions.

When the Company transfers any employee permanently between Units (as defined in Appendix 1), solely as a step in force adjustment, and such action is not a downgrade as defined in Section 14.02, subparagraph (2), it shall determine the occupational classifications and Units from which such transfers will occur and shall make such transfers from volunteers in the occupational classifications and Units involved in order of seniority (determined by net credited service), provided that the Company determines that the volunteers to be selected for transfer are qualified and can be spared from their existing positions. If the Company determines that the transfers cannot be accomplished with volunteers, it shall make such transfers from employees in the occupational classifications and Units involved in inverse order of seniority (determined by net credited service), provided that the Company determines that the employees to be selected for such transfers are qualified and can be spared from their existing positions.

8.03 A claim by the Union that the Company has violated the provisions of Section 8.01 or 8.02 in making a permanent transfer of an employee within the bargaining unit or in making a permanent transfer of an employee to a position outside of the bargaining unit may be processed in accordance with the grievance and arbitration provisions of this Agreement.

8.04 Employees who in the judgment of the Company are required to relocate their residences as a result of permanent involuntary transfers initiated by the Company and such requirement ends in a commute of at least an additional thirty-five (35) road miles to reach his new work locations from his residence at the time of the transfer or downgrade, then that employee shall receive reasonable moving costs.

The following items shall be considered reasonable moving costs and the Company will reimburse employees these reasonable costs for moves resulting from permanent transfers or downgrades to other positions within the Company:

- (1) Costs incidental to the purchase of a permanent residence, up to a maximum of \$2,000.00, limited to attorney's fee, bank service fees, title insurance fee, appraisal fee, mortgage tax, real estate transfer tax, recording fees, survey expenses, and inspection fees.
- (2) One roundtrip of employee's spouse to assist in the final selection of the permanent residence into which the employee intends to move, including meals and lodging, for a period not to exceed five (5) days.

- (3) Transportation and meal expenses for spouse and children on the day of the move en route from the former permanent residence to the new permanent residence where they will live, provided the employee presents receipts for transportation. When the personal automobile is used, receipts need not be presented.
- (4) Expenses of shipping household goods, including packing and unpacking.
- (5) Actual miscellaneous expenses up to a maximum of \$500.00 for a single employee and \$700.00 for a married employee. These expenses shall include such pre-move and post-move expenses as appliance services, cleaning services, piano tuning, drapery hanging, carpet laying, babysitter, etc.
- (6) Board and lodging treatment under Article 21 of the Agreement for the actual time the employee was required to board and lodge not to exceed thirty (30) days beyond the first thirty (30) days of the permanent transfer or downgrade, if the employee was required, in the judgment of the Company, to board and lodge during the additional thirty (30) days.

The Company's determination of the reasonableness of any moving costs shall be final.

The employee's claim for reimbursement must be made within twelve (12) months of the effective date of the transfer or downgrade.

8.05 An employee shall be advised by the Company upon transfer whether the transfer is temporary or permanent. The advice shall be in writing if the transfer is permanent and qualifies for an allowance under Article 21. No employee is to remain in a position as a result of a temporary transfer in excess of twelve (12) consecutive months. If the Company wishes to continue to fill that position for a period beyond but continuous with the preceding twelve (12) months, it must fill the position in accordance with the contractual provisions utilized by the Company to fill positions permanently.

ARTICLE 9 WAGE TREATMENT FOR PROMOTIONS OR ASSIGNMENTS

This Article provides for credit and payment as set forth below but does not constitute a limitation of the Company's rights under Article 7 and 8.

WAGE TREATMENT FOR TEMPORARY PROMOTIONS OR ASSIGNMENTS

9.01 When an employee is assigned by management for one or more full days to an occupational classification having a top rate of pay higher than the top rate of pay of the occupational classification in which the employee is classified, such employee will be paid his regular weekly wage rate plus the amount of the increase for the next full step of the wage progression applicable to the occupational classification having the higher top rate of pay, prorated for the number of full days worked in the higher occupational classification on the basis of a five day week. The increase to be prorated shall be not less than \$3.00 on a weekly basis unless the regular weekly rate plus \$3.00 will exceed the top rate for the occupational classification in which event the top rate will be applicable.

In no event shall an employee receive a rate which will exceed the top rate for the higher occupational classification involved.

When an employee is assigned as specified above for a full day, he will also be credited for having worked one day in the higher occupational classification, and when the accumulated time credit corresponds to the time required to progress to the next full step of the wage progression applicable to the higher occupational classification the employee will be paid one-fifth of the basic weekly wage rate for the next applicable full step for each day thereafter on which he is so assigned.

If the employee's current rate falls between rates on the wage progression applicable to the higher occupational classification the amount to be used in computing the increases provided above shall be the full step increase associated with the step on the wage progression table immediately preceding the employee's current rate.

9.02

- (1) When an employee is assigned by management as specified in Section 9.01 for a number of hours in a day which, when

computed in minimum increments of one hour are the equivalent of one-half (1/2) day or more, he shall be credited and paid in accordance with the provisions of Section 9.01 for one (1) day.

- (2) When an employee is assigned by management as specified in Section 9.01 for a number of hours in a day which, when computed in minimum increments of one hour are the equivalent of less than one-half (1/2) day on each day the employee was so assigned, then those hours shall be credited and accumulated until they reach the equivalent, on any day, of one-half (1/2) day or more, and on that day he shall be paid for those accumulated hours in accordance with the provisions of Section 9.01 for one (1) full day. No employee shall be entitled to accumulate under this paragraph hours assigned on a day for which he is entitled to receive full day pay treatment under paragraph (1) above. This paragraph shall not apply to a day for which the employee is entitled to receive pay treatment under paragraph (1) above. No employee shall be entitled to receive a full day pay treatment under Section 9.01 more than one in a calendar day. There shall be no accumulation of hours under this paragraph beyond one payroll week.

9.03 In all cases of assignments under Sections 9.01, and 9.02 if it becomes necessary to return an employee to his former status his rate of pay shall be reduced by the amount of the increase or increases he has received, but he shall not be reduced to a rate below that which he would be entitled to receive had he not been assigned to the higher occupational classification.

9.04 In no event under this Article shall the time credit in the higher occupational classification or the amount of the increase exceed that for five full tours in a payroll week.

9.05 The Company agrees that it will not, without the agreement of the Union, eliminate any occupational classification.

WAGE TREATMENT FOR PERMANENT PROMOTIONS OR ASSIGNMENTS

9.06 In selecting individuals for permanent promotion to occupational classifications within the bargaining unit, seniority (determined by net credited service) shall govern if necessary qualifications are substantially equal. Such selections shall be made from employees in accordance with the procedures outlined in Article 49 for filling vacancies. A claim by the Union that the qualifications of the individuals in the group which have been considered for permanent promotion are substantially equal may be processed in accordance with the grievance and arbitration provisions of the agreement.

9.07 When transfer is to, within or between occupational classifications to a wage table with an equal or higher maximum wage rate, wage treatment will be in accordance with (a), (b) or (c) whichever computes to the higher rate:

- (a) Employees will receive an amount at least equal to the wage rate they would be entitled to if their net credited service is applied to the new wage table, not to exceed the forty-eight (48) month step of the new wage table.
- b) Employees will receive an amount at least equal to the wage rate they would be entitled to if the number of months step on the wage table on which they are presently paid is applied to the new wage table, not to exceed the forty-eight (48) month step of the new wage table.
- c) Employees will receive an amount equal to their present wage rate if there is an equivalent wage step on the new table. If there is no equivalent step on the new wage table, the employee will receive the next higher wage step and progress thereafter in accordance with the new table.

ARTICLE 10 DISCHARGES, SUSPENSIONS AND DEMOTIONS FOR CAUSE

DISCHARGES AND SUSPENSIONS

10.01 In the event any employee is suspended or discharged for cause, a written claim that the suspension or discharge was without just cause must be filed by the Union within thirty (30) calendar days of the suspension or discharge:

- (1) If an employee is to be discharged, he shall first be suspended for ten (10) calendar days. The Local Union shall be notified in writing immediately that the employee has been suspended prior to discharge. During the ten (10) day period, the Local Union may discuss the reasons for the Company's action with the appropriate district level supervisor (or his alternate) and may protest the action.
- (2) If an employee with six (6) months or less of net credited service is discharged at the expiration of the ten (10) day suspension period, the Union's claim that the discharge was without just cause shall be subject to the grievance provisions of this Agreement but shall not be subject to arbitration. If an employee with more than six (6) months of net credited service is discharged at the expiration of the ten (10) day suspension period, the Union's claim shall be subject to the grievance and arbitration provisions of this Agreement.
- (3) If an employee with six (6) months or less of net credited service is suspended under circumstances other than prior to discharge, the Union's claim that the suspension was without just cause shall be subject to the grievance provisions of this Agreement, but shall not be subject to Arbitration. If an employee with more than six (6) months of net credited service is suspended under circumstances other than prior to discharge, the company shall give verbal notice to the Local Union within ten (10) calendar days that the employee has been suspended and the Union's claim shall be subject to the grievance and arbitration provisions of this Agreement.

DEMOTIONS

10.02 In the event any employee is demoted for cause, the Union Local shall be notified in writing immediately. A written claim that the demotion was without just cause must be filed by the Union within thirty (30) calendar days of the demotion:

- (1) If an employee with six (6) months or less of continuous service in an occupational classification is demoted to an occupational classification with the next lower top basic weekly wage rate the Union's claim shall be subject to the grievance provisions of this Agreement, but shall not be subject to arbitration.
- (2) If an employee with more than six (6) months of continuous service in an occupational classification is demoted to an occupational classification with the next lower top basic weekly wage rate, or if an employee is demoted to an occupational classification other than one with the next lower top basic weekly wage rate, The Union's claim shall be subject to the grievance and arbitration provisions of this Agreement.
- (3) When an employee with more than one (1) year of continuous service in an occupational classification is permanently demoted to an occupational classification having a lower top basic weekly wage rate, because he is unable to perform the duties of his former classification due to an injury incurred during and in direct connection with the performance of duties to which he was assigned in the service of the Company, he shall receive the following wage treatment:
 - (a) His basic weekly wage rate shall not be lowered.
 - (b) His further wage increases shall be based on the wage progression table applicable to the lower occupational classification, and his progression on that table will be determined by either his net credited service or his assumed length of service in the higher classification, whichever favors the employee, subject to the following:
 - (i) If the demoted employee's wage rate at the time of his demotion is below the wage rate for the appropriate

step under the new table, the employee's basic weekly wages shall be raised to the applicable rate.

- (ii) If the demoted employee's basic weekly wage rate at the time of his demotion is above the wage rate for the appropriate step under the new table, the demoted employee shall receive no wage increase until such time as his net credited service or assumed length of service entitles him to progress to the next step of the table for the lower classification.
- (iii) In no event shall an employee so demoted receive a wage increase that would cause his basic weekly wage rate to exceed the maximum rate for the occupational classification to which he has been demoted.

For the purposes of this Section continuous service in an occupational classification shall include service in occupational classifications with the same top basic weekly wage rate as the occupational classification from which demoted.

REINSTATEMENT

10.03 If it is determined in the grievance procedure by both the Company and the Union that the employee shall be reinstated, the Company agrees to reinstate the employee and reimburse him as follows:

- (1) In a discharge case, the employee shall receive his basic weekly wage rate for the time lost (including pay lost during the ten (10) day suspension period) less the amount of any termination pay received from the Company, and unemployment compensation received or receivable, and any amount paid to or receivable by the employee as wages in other employment. If the employee received a termination payment and the number of weeks since the date of discharge is less than the number of weeks upon which the payment was based, less vacation, if any, the amount paid to the employee for the excess number of weeks shall be considered as an advance to him by the Company. Repayment shall be made by the employee on a weekly basis satisfactory to the Company until the amount is fully paid, but the employee shall not be required to repay each week at a rate in excess of 10% of his

basic weekly wage rate.

The employee shall also receive:

- (a) Reimbursement for premiums paid by him from the date of discharge for insurance coverage that does not exceed coverage provided under the Company's Medical Expense Plan, Group Life and Accidental Death or Dismemberment Insurance Program, Vision Care Plan and Dental Expense Plan.
 - (b) Insurance coverage retroactive to the date of discharge for uninsured expenses actually incurred that would have been covered under the Company's Medical Expense Plan, Vision Care Plan and Dental Expense Plan and
 - (c) Reimbursement for the amount of discounted telephone service lost during the period of discharge.
- (2) In a suspension case, the employee shall receive his basic weekly wage rate for the time lost less the amount of any unemployment compensation received or receivable, and any amount paid to or receivable by the employee as wages in other employment.
 - (3) In a demotion case, the employee shall be made whole for the difference in basic weekly wage rates for the period of demotion, including any applicable differentials.

POWER OR JURISDICTION OF ARBITRATORS

10.04 No Arbitrator shall have power or jurisdiction to modify the Company's action. The Arbitrator shall either find that the Company's action was not without just cause, in which event the suspension, demotion or discharge shall be sustained in full; or that the suspension, demotion or discharge was without just cause, in which event the treatment of the case shall be set forth in Section 10.03 of this Article.

UNION REPRESENTATION

10.05 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.

ARTICLE 11 GRIEVANCE PROCEDURE

11.01 It is agreed that neither the Company, its representatives and supervisors, nor the Union, its locals, representatives and the employees it represents, will attempt to bring about the settlement of any issue by means other than the grievance provisions and, where applicable, the arbitration provisions of this Agreement.

If an officer, representative, or official of the Union or its locals, violates the provisions of the foregoing paragraph:

- a) The Company, in addition to other action it may take, may terminate the payroll deduction of Union dues of all employees under the jurisdiction of the local union in which the violation occurs; and
- b) The obligation of all employees under the jurisdiction of the local union in which the violation occurs to pay or tender to the Union amounts equal to the periodic dues applicable to members shall be suspended for one (1) week provided the violation is in excess of two (2) scheduled days of work but not more than seven (7) calendar days.

If the violation continues after seven (7) calendar days, the obligation of all employees under the jurisdiction of the local union in which the violation occurs shall be suspended one (1) week for each additional week or part thereof during which the violation continues.

11.02 All grievances shall be presented by the appropriate authorized representatives of the parties to this Agreement at a time and place mutually agreeable to the parties in accordance with the steps outlined below:

1st Step The grievance shall initially be presented to the appropriate authorized representative of the parties or their alternates at the

immediate supervisory level of the Company and the steward level of the Union. The grievance review shall be held promptly after appropriate investigation of the facts, and a reply given within seven (7) calendar days from the time of its initial presentation. The management spokesman shall be the person at the immediate supervisory level. A management representative at the second supervisory level (sub district) may be in attendance at these reviews and at those times he shall be the management spokesman. The parties will seek in good faith to resolve the grievance at this step, and to this end the review will be informal. Both the presentation of the grievance and the reply will be verbal.

If a grievance involves a discharge, a demotion, or a suspension of an employee for five (5) days or more, the 1st Step shall be waived at the request of the Local Union and the grievance presented initially at the 2nd Step.

The Company will submit to each Local Union a monthly summary of all first step grievances, filed by each such Local Union, showing for each grievance the grievance number, the subject, the grievant, the date heard, the Company supervisor who heard the grievance and the disposition of each such grievance.

2nd Step If not satisfactorily settled at the first step, the grievance may be appealed in writing to the designated authorized representative of the parties within seven (7) days after receiving the reply in the first step. The appeal shall set forth the act or occurrence complained of and, if the grievance involves a claimed contract violation, the Article alleged to have been violated.

If a grievance involves a discharge, a demotion, or a suspension of an employee for five (5) days or more, the grievance shall be reviewed at the district or division level of the Company with a representative in the field at the district level of the Company or his alternate being present, and with the Local President or his designated alternate above the steward level of the Union.

All other grievances shall be reviewed at the district or division level of the Company with a Company representative in the field present, and with the Local President or his designated alternate above the steward level of the Union. The review of all grievances shall be held within nine (9) calendar days from the time the written appeal is received. The Company shall mail or deliver a written reply giving the reason for its decision, by the seventh (7th) calendar day following the review of the grievance.

3rd Step If not satisfactorily settled at the 2nd Step, the grievance may be appealed in writing to the authorized representative of the parties

within ten (10) days after the reply in the 2nd Step is received. The grievance review shall be at the Assistant Vice President - Labor Relations level of the Company and the Area Director level of the Union or their designated representatives. If a grievance involves a discharge, a demotion or a suspension of an employee for five (5) days or more, the Company representative in the field at the division level of the Company or his alternate shall be present at the grievance review. A review of all grievances shall be held within fourteen (14) calendar days from the time the written appeal is received. The Company shall mail or deliver a written reply giving the reason for its decision, by the seventh (7th) calendar day following the review of the grievance.

11.03 No grievance will be considered unless presented within forty-five (45) calendar days after the action or failure to act complained of occurred, except that a grievance with respect to a discharge, demotion or suspension for cause shall be governed by Article 10.

11.04 Once any Union or local representative has notified a Company representative of a grievance the Company will not attempt to settle the matter with the individual employee or employees involved.

11.05 If it is mutually agreed by the parties to this Agreement, time limits at each step of the grievance procedure may be waived and steps of the procedure may be waived.

11.06 No more than two persons shall participate in the Step 1 review, and no more than four persons shall participate in subsequent reviews on behalf of each of the parties.

Unless otherwise required by law or lawful authority, the Company shall pay, at their basic weekly wage rates, no more than two (2) employees, who are not on leave of absence, for time within their scheduled tours which is not worked but which is spent in attendance at the Step 1 grievance review with management. For such attendance at the Step 2 grievance review not more than three (3) such employees shall be paid by the Company at their basic weekly wage rates. For such attendance at the Step 3 grievance review not more than two (2) such employees shall be paid by the Company at their basic weekly wage rates.

The Company also shall pay at their basic weekly wage rates no more than two (2) employees for time spent traveling to and from a first step grievance review with management and no more than three (3) employees for time spent traveling to and from a second step grievance review with management, and no more than two (2) employees for time spent traveling to

and from a third step grievance review with management, provided that the employees' time spent traveling is within their scheduled tours and takes place on a day of attendance at a grievance review, and the employees are not on leaves of absence.

11.07 The Union will endeavor to the best of its ability to advise the appropriate management representative of the names of the Union representatives attending grievance meetings at least 24 hours in advance of such meetings.

11.08 If at either the first or second step, the grievance is not reviewed or a reply is not given within the time limits required due to a Company delay, the grievance at the Union's option may be placed at Step 3.

ARTICLE 12 ARBITRATION

12.01 Either the Union or the Company may arbitrate a grievance regarding the true intent and meaning of a provision of this Agreement, or a grievance involving a claim referable to arbitration as provided in Articles 8, 9, 10 and 15, provided in all cases that the grievance has been processed in accordance with the provisions of Article 11 and has not been adjusted, and that, with the exception of a grievance involving a discharge referable to arbitration as provided in Article 10, written notice of intention to arbitrate is given to the other party within sixty (60) calendar days after the review in Step 3 of Article 11 has been completed. With respect to a grievance involving a discharge referable to arbitration as provided in Article 10, written notice of intention to arbitrate shall be given within thirty (30) calendar days after the review in Step 3 has been completed. The time limits set forth above shall not be extended. It is understood that the right to require arbitration does not extend to any matters other than those expressly set forth in this Article.

12.02 The procedure for arbitration shall be as follows:

- (1) If the parties are unable to agree upon an Arbitrator within ten (10) calendar days after receipt by either party of a written notice of intention to arbitrate, given by the other party, the parties shall request the Federal Mediation and Conciliation Service to furnish an even numbered list of arbitrators for their consideration. If the Company and the Union cannot agree upon any arbitrator named in the list within ten (10) calendar

days from the day the list is received, they shall request an odd numbered list from the Service for their consideration. If the Company and the Union cannot agree upon any arbitrator from the first and second lists within ten (10) calendar days from the day the second list is received, they shall alternately strike the names of the arbitrators on the combined list until an Arbitrator is agreed upon.

- (2) Hearings shall commence within thirty (30) days following the designation of an Arbitrator if possible. The hearings shall be carried to an expeditious conclusion. The Arbitrator shall, if possible, render his decision in writing within thirty (30) days following the closing of the hearing, except that with respect to a grievance involving a discharge, he shall, if possible, render his decision in writing within fifteen (15) days following the closing of the hearing.
- (3) The decision of the Arbitrator shall be final and binding upon the parties, and the Company and Union agree to abide thereby.
- (4) Each party shall bear the expenses of its representatives and witnesses. The compensation and expense of the Arbitrator and any other expenses of such arbitration shall be borne equally by the parties.
- (5) If the party filing a grievance has not commenced arbitration hearings within nine (9) months of the date on which notice of intention to arbitrate is given, the grievance shall no longer be arbitratable.
- (6) It is the intention of the parties that arbitration proceedings shall be conducted without transcripts, except that each party may require transcripts in up to 25% of the cases which are arbitrated in any calendar year. It is also the intention of the parties that arbitration proceedings shall be conducted without briefs, except that each party may require briefs in any case it deems of sufficient importance, or briefs may be required at the request of the Arbitrator.

12.03 It is understood that no arbitrator shall have power or jurisdiction:

- (a) To deal with any grievance unless it involves a specific instance of action or failure to act with respect to an individual employee or group of employees; or
- (b) To make awards retroactive beyond 45 days prior to the date when the grievance was first presented.

It is understood that no arbitrator shall have power or jurisdiction to deal with any question relating to discretionary payments, and that with respect to matters arising under Article 15, he shall have only the specific jurisdiction provided in that Article.

ARTICLE 13 CONTRACTING WORK

13.01 The Company will not contract out work if such contracting out will cause, currently and directly, layoffs from employment with the Company, part-timing, or downgrades of present employees.

ARTICLE 14 LAYOFFS AND DOWNGRADES

LAYOFFS

14.01

- (1) If a layoff of employees is made effective, the Company shall layoff employees in the inverse order of seniority (determined by net credited service date) by each affected area, as listed below:

New York City
Nassau and Suffolk Counties
Mid-State
Central
Western
Northeast

- (2) Employees in the affected area shall be laid off to the extent necessary. However, if an employee whose seniority would otherwise cause his layoff cannot be replaced by an employee who is qualified to serve as a replacement with only reasonable training, the next senior employee will be laid off.
- (3) Notwithstanding paragraph (2), temporary and occasional employees in the occupational classifications affected shall be laid off first.
- (4) In rehiring after a layoff during the period of this Agreement, the Company agrees to offer reemployment to the extent to which additional help is needed to former employees in the occupational classifications involved in inverse order within the Upstate or Downstate area affected, provided, however, that the employee is qualified in the judgment of the Company to perform the available work at the time the offer of employment is made and provided, also, that the period of layoff does not exceed two years.
- (5) In case of layoffs from employment with the Company, payment of one (1) weeks pay for each year of net credited service or fraction thereof up to five years, two (2) weeks pay for each year of net credited service or fraction thereof from five years to ten years, and three (3) weeks pay for each year or fraction thereof of net credited service of ten years and more, plus any unused vacation allowance, shall be made to each employee laid off, exclusive of employees classified as temporary or occasional.
- (6) If an employee who has received a layoff allowance is rehired and the number of weeks since the date of his layoff is less than the number of weeks upon which the allowance is based, less vacation if any, the amount paid to the employee for the excess number of weeks shall be considered as an advance to him by the Company. Repayment shall be made by the employee on a weekly basis satisfactory to the Company until the amount is fully paid, but the employee shall not be required to repay each week at a rate in excess of 10 % of his basic weekly wage rate.

DOWNGRADES

14.02

- (1) When a permanent transfer or assignment of an employee from one occupational classification to another, or from an occupational classification to a position outside of the bargaining unit, either as a step in force adjustment or for other purposes, results in reducing an employee's basic weekly wage rate, the employee so transferred or assigned shall not receive wage treatment less than that received by employees at top rates in the position and locality to which the employee is transferred or assigned.

ARTICLE 15 PENSION AND BENEFIT PLANS

15.01 The NYNEX Pension Plan, as amended, and the NYNEX Sickness and Accident Disability Plan, as amended, together with all procedures authorized in connection therewith, are hereby incorporated by reference as part of this Agreement. Except as provided in this Article, there shall be no negotiations during the life of this Agreement upon changes in pensions or any other subject covered by the existing NYNEX Pension Plan and NYNEX Sickness and Accident Disability Benefit Plan.

15.02 In the event, during the life of this Agreement, the Company proposes to exercise the right provided in the "Changes in the Plan" sections of the Plans, by action affecting the benefits or privileges of employees represented by the Union, it will before doing so, notify the Union of its proposal and afford the Union a period of sixty (60) calendar days for bargaining on said proposal; provided, however, that no change may be made in the Plan which would reduce or diminish the benefits or privileges provided thereunder as they apply to employees represented by the Union without its consent.

15.03 Any dispute involving the true intent and meaning of Section 15.02 of this Article may be submitted to the grievance and arbitration provisions of this Agreement. However, nothing herein shall be construed to subject the Plan or its administration or the terms of a proposed change in the Plan to arbitration.

GROUP LIFE INSURANCE PROGRAMS

- 15.04** (a) The NYNEX Non-Management Group Life Insurance Program, as amended, is hereby incorporated by reference as part of this Agreement.
- (b) The NYNEX Non-Management Supplementary Group Life Insurance Program, as amended, is hereby incorporated by reference as part of this Agreement.

15.05 Any question arising in connection with the NYNEX Non-Management Group Life Insurance Program or the NYNEX Non-Management Supplementary Group Life Insurance Program, other than the Company's determination of eligibility for insurance, annual basic rate of pay or date of termination of individual insurance coverage for any employee with respect to the determination of benefits under those plans is specifically excluded from the grievance and arbitration procedures outlined in Articles 11 and 12 of this Agreement.

MEDICAL EXPENSE PLAN AND ALTERNATE CHOICE PLAN

15.06 The NYNEX Medical Expense Plan, as amended, and the NYNEX Alternate Choice Plan, as amended, are hereby incorporated by reference as part of the Agreement.

15.07 Certain employees may be eligible for extended coverage under the NYNEX Medical Expense Plan or the NYNEX Alternate Choice Plan, as provided for in Article 48 Extended Medical Coverage.

15.08 All questions arising in connection with the NYNEX Medical Expense Plan, the NYNEX Alternate Choice Plan or Extended Medical Coverage other than the Company's determination of eligibility of an employee under the Plans are specifically excluded from the grievance and arbitration procedures outlined in Articles 11 and 12 of this Agreement.

DENTAL EXPENSE PLAN

15.09 The NYNEX Non-Management Dental Expense Plan, as amended, is hereby incorporated by reference as part of this Agreement.

15.10 All questions arising in connection with the NYNEX Non-Management Dental Expense Plan other than the Company's determination of eligibility of employees in the bargaining unit for coverage under the Plan are specifically excluded from the grievance and arbitration procedures outlined in Articles 11 and 12 of this Agreement.

ANTICIPATED DISABILITY PROGRAM

15.11 The Anticipated Disability Program is hereby incorporated by reference as part of this Agreement.

15.12 All questions arising in connection with the Anticipated Disability Program, other than eligibility of employees for reinstatement under the Program, are specifically excluded from the grievance and arbitration procedures outlined in Articles 11 and 12 of this Agreement.

VISION CARE PLAN

15.13 The NYNEX Non-Management Vision Care Plan, as amended, is hereby incorporated by reference as part of this Agreement.

15.14 All questions arising in connection with the NYNEX Non-Management Vision Care Plan are specifically excluded from the grievance and arbitration procedures outlined in Articles 11 and 12 of this Agreement.

LONG TERM DISABILITY PLAN

15.15 The Long Term Disability Plan for Non-Salaried Employees is hereby incorporated by reference as part of this Agreement.

15.16 All questions arising in connection with the Long Term Disability Plan for Non-Salaried Employees are specifically excluded from the grievance and arbitration procedures outlined in Articles 11 and 12 of this Agreement.

SAVINGS AND SECURITY PLAN

15.17 The NYNEX Corporation Savings and Security Plan (Non-Salaried Employees), as amended, is hereby incorporated by reference as part of this Agreement.

15.18 All questions arising in connection with the NYNEX Corporation Savings and Security Plan (Non-Salaried Employees) other than the Company's determination of eligibility of employees to participate in the Plan are specifically excluded from the grievance and arbitration procedures outlined in Articles 11 and 12 of this Agreement.

HEALTH CARE COST CONTAINMENT COMMITTEE

15.19 Motivated by a concern over the impact of rising health care costs and to assure the proper level of the quality of health care, the NYNEX Corporation and its unions agree to establish a new committee, the joint NYNEX Health Care Cost Containment Committee.

The Committee will consist of not more than four key representatives from the NYNEX Corporation and not more than three representatives designated by the CWA including one from the International and three representatives designated by the IBEW including one from the International and will replace the existing Health Care Cost Containment Committees. The NYNEX Company participation will include at least one Fifth-Level Manager or the equivalent and participation for each Union will include an Area Director or the equivalent. The Committee shall meet at times and places mutually agreeable but no less frequently than four times per year.

The responsibilities of the Committee will include, but not be limited to:

- An examination of the annual auditor's report certifying the annual incurred costs of the Medical Expense Plan.
- A periodic examination of non-personally identifiable claims and payments associated with the Medical Expense Plan.
- Examinations and analyses of the major areas of health care costs for NYNEX and its employees.
- Considerations of additional cost containment measures, as appropriate.
- Examinations of the recommendations and findings of various health care coalitions and other organizations concerned with the quality and cost of health care.
- An exploration of proposed federal legislation.

- Encourage Health Maintenance Organizations to price their services competitively so as to encourage employee participation.
- Develop cost-effective recommendations on preventive health care practices. In conjunction with this goal, review wellness programs, including initiatives already begun in the NYNEX Companies. Prepare specific recommendations on wellness programs for NYNEX employees.
- An examination of educational programs dealing with life styles and health status and the relationship between the two.
- An examination of on-site health screening mobile facilities to encourage early detection and care of disease.
- An examination of stress management education programs.
- Making recommendations regarding all of the above areas of health care cost containment.

TUITION REIMBURSEMENT PLAN

15.20 The Tuition Reimbursement Plan, as amended, is hereby incorporated by reference as part of this Agreement.

15.21 All questions arising in connection with the Tuition Reimbursement Plan are specifically excluded from the arbitration procedures outlined in Article 12 of the Agreement.

VDT USER EYECARE PROGRAM

15.22 The VDT User Eyecare Program, as amended, is hereby incorporated by reference as part of this Agreement.

15.23 All questions arising in connection with the VDT User Eyecare Program are specifically excluded from the grievance and arbitration procedures outlined in Articles 11 and 12 of this Agreement.

STOCK OPTION PLAN

15.24 The NYNEX Stock Option Plan is hereby incorporated by reference as part of this Agreement.

15.25 All questions arising in connection with the Stock Option Plan are specifically excluded from the arbitration procedures outlined in Article 12 of the Agreement.

ARTICLE 16 RETIREMENT WITHOUT PENSION

16.01 Any regular employee who at age 70 is retired by the Company without a pension will be given a termination allowance of one (1) week's pay for each year of net credited service or fraction thereof up to five years and two (2) weeks' pay for each year of net credited service or fraction thereof from five years up to ten years.

ARTICLE 17 WORK SCHEDULES (LOGISTICS ONLY)

TOURS

17.01

- (a) A work schedule showing the days, scheduled tours and regular tour assigned shall, in accordance with Section 17.02, be established, and posted when possible, or made available for each employee for each payroll week and become fixed at 12:00 o'clock noon, Thursday, or four (4) hours before the end of his fourth scheduled tour, whichever is earlier, of the payroll week immediately preceding.

- (b) The work schedule established for an employee for the payroll week immediately following a vacation shall become fixed at 12:00 o'clock noon, Thursday, or four (4) hours before the end of his fourth scheduled tour, whichever is earlier, of the payroll week immediately preceding the start of the vacation; provided, however, that should there occur during the employee's vacation an emergency beyond the Company's control (such as an event of national importance, fire, explosion, or other catastrophe, severe weather conditions, or an act of God) the Company may, without incurring any penalty, revise his work schedule for the payroll week immediately following his vacation by notifying the employee of such revision no later than 12:00 o'clock noon, Thursday, of the last payroll week of his vacation.

17.02 Unless a change is made prior to the time specified by Section 17.01, the work schedule established for an employee for a payroll week shall be the same as his work schedule for the immediately preceding payroll week or, if the employee was on vacation during the immediately preceding payroll week, shall be the same as his work schedule for the payroll week immediately preceding the start of his vacation:

- (1) Each employee shall be scheduled in each payroll week to work for five tours. These tours may be on any of the days of the week from Monday to Saturday, both inclusive. A tour, the majority of whose hours are on a weekday, is a weekday tour and may be scheduled notwithstanding that the remainder of the hours may be Sunday hours. An employee shall not be scheduled for a tour the majority of whose hours are on Sunday. The requirement for scheduling five full tours shall not apply to any period during which part-timing within the meaning of Article 14 of the Agreement is in effect.
- (2) When an employee or a group of employees on a board and lodging assignment so request, management may, at its discretion, assign such employees to work for more than the regular number of hours in their tours (specified under Article 18 - Length of Tours) on one or more days of the week and offset such additional hours by a smaller number of hours on another day or days in that work-week, provided, however, that all time so worked in that work-week up to the total hours in his scheduled tours for that week shall be considered as time worked during the employee's regular tour for purposes of payment as provided in Article 19.
- (3) An individual employee's request to change his scheduled days or tours shall be granted provided it will not require premium payments to him or to some other employee, and provided further, that the employee making the request and other employee involved, if any, are qualified, in the Company's judgment, to do the work on the scheduled days or tours involved.
- (4) When an employee is absent due to sickness or accident disability for 8 or more consecutive calendar days, the scheduled days for each payroll week into which the absence continues shall be the same as the scheduled days of the

payroll week in which the absence began. (Where a holiday falls on the non-scheduled day in the second or in a subsequent week of absence such holiday shall be designated as the scheduled day and another week day shall be designated as the non-scheduled day in that week.)

- (5) An employee may be assigned to work on a day or days on which he is not scheduled to work but he will be paid at the premium rate specified for work on a "Non-scheduled Day" under Article 19.
- (6) Any tour may be designated as an employee's regular tour.
- (7) A scheduled tour is a tour during which the employee is scheduled to work.

17.03 Any employee may be assigned to overtime at any time. When assigning employees to work a period of overtime which is continuous with and follows their scheduled tours, the Company shall give at least two hours notice to the employees (within the overtime equalization group) who will be required to work the overtime assignments, unless an employee consents to the assignment, there is an emergency, or the assignment which began on a scheduled tour should be continued for a period of thirty (30) minutes, or less, without interruption. Time allowed for an unpaid meal period shall not be considered a break in the continuity of work.

When an employee is assigned overtime in case of an emergency, the Company shall notify the local Union as soon as practicable.

17.04 Regular assignments to all tours, will be provided among the available qualified employees in the occupational classification involved with the following limitations:

- Employees will select tours by order of seniority based on net credited service, two (2) times per year per work location.
- Local Union officers and members of the Union Executive Board shall be exempted from rotating regular assignments to night tours if they so desire.

EXCUSED TIME FOR REST

17.05 When an employee completes one continuous period of work of unusual duration he shall, if in the judgment of the Company he has had insufficient rest to enable him to work a scheduled tour, be excused for part or all of his next scheduled tour with pay.

EQUALIZATION OF OVERTIME PROCEDURES

17.06 An employee will not be assigned to work overtime and/or on a non-scheduled day in excess of an aggregate of ten (10) hours in any payroll week during the months of January through May and September through December, and in excess of an aggregate of fifteen (15) hours in any payroll week during the months of June through August, except in case of emergency, warehouse inventory or where the employee consents to such assignment.

When an employee is assigned to work overtime and/or on a non-scheduled day in excess of the hour limitations in the above paragraph, the Company shall, in case of emergency, notify the local Union as soon as practicable.

GENERAL

17.07 As used herein the term "overtime" shall mean:

- (a) All time worked before or after an employee's regular tour;
- (b) All time worked within a day or part of a day during which the employee was not scheduled to work and within the employee's regular tour of duty; and
- (c) All time worked on a holiday, but excluding the holiday allowance; and shall include time worked on Saturdays, Sundays or Holidays which are assigned on regular rotational cycles.

The unit for purposes of equalization of overtime shall normally be the first line supervisor's group. Where more than one such group reports to a common location, two or more such groups shall be combined into one unit for the purposes of equalization of overtime where the job requirements of each group are comparable and where it is mutually agreeable to management and to the Union.

EQUALIZATION OF OVERTIME

17.08 Equalization of overtime lists shall be reduced to zero on January 2 of each year. The order of names for sequence of call for overtime assignments immediately following the reduction of the lists to zero shall be the same as the order of names on the lists at the same time they were reduced to zero.

Normal rotational cycles for Saturday, Sunday, or holiday assignments will not be interrupted. Overtime records will be updated weekly and will reflect the overtime worked and excused for the preceding week and cumulatively.

Overtime within each unit will be equalized on at least a quarterly annual basis to the best of management's ability to do so. However, the Union recognizes that in assigning overtime management must also consider employee skills, availability of employees, and requirements of the job. The Union also recognizes that under no circumstances will employees be paid for overtime not worked.

The Company shall continue to maintain a "sequence of call" list for the purpose of assigning overtime.

Pay treatment shall not be a factor to be considered by the Company in assigning an employee overtime from the sequence of call list.

There shall be no local agreements or practices that are contrary to or at variance with the terms as stated in 17.07.

OVERTIME CHARGING

17.09

- (1) All overtime shall be charged in terms of the paid hours including travel time which is paid for on an overtime basis.
- (2) An employee who is assigned to work overtime and is excused from the assignment at his own request shall be charged with the number of hours he would have been paid had he worked. These hours shall be determined as follows:
 - (a) By the number of hours in an assignment of a specified duration.

- (b) By the number of hours worked by his replacement in the case of an individual assignment of unspecified duration.
- (c) By the average number of hours worked by the group in the case of a group assignment.

An employee who is assigned to work on a non-scheduled day and is excused from the assignment at his own request, shall be charged with the number of hours for which he would have been paid had he worked that tour.

- (3) In administering Items 1. and 2. above, the overtime hours worked and excused shall be accumulated for each payroll week and charged to the employee at the end of each payroll week at the rate these hours would have been paid had they all been worked.

ADMINISTRATION

17.10

- (1) A newly hired employee or an employee transferred from another department shall be charged with the average overtime of the unit to which he is assigned when qualified in management's opinion to work overtime assignments.
- (2) An employee temporarily transferred from one unit to another in the same occupational classification will carry his cumulative overtime to the new unit and will return with his cumulative overtime.
- (3) An employee temporarily transferred from one occupational classification to a different occupational classification will assume the average overtime of the unit to which transferred. When he returns he will carry those hours back with him which have been charged to him in excess of the average assumed. These hours will be added to his cumulative total prior to transfer.

- (4) An employee permanently transferred from one unit to another in the same occupational classification will be charged with the average overtime of the unit to which transferred.
- (5) An employee permanently transferred to a different occupational classification shall be charged with the average overtime of the unit to which he is transferred when qualified in management's opinion to work overtime assignments.
- (6) An employee on a light duty disability assignment who for medical reasons is not assigned overtime for a continuous period in excess of one week shall be charged with the average overtime of his unit during that portion of his disability assignment which is in excess of one week.
- (7) An employee absent from the job for any of the following reasons for a continuous period in excess of one week shall be charged with the average overtime of his group during that portion of his absence which is in excess of one week:
 - (a) Leave of absence including leave of absence for military service or military training;
 - (b) Sickness disability;
 - (c) Accident disability.
- (8) An employee temporarily promoted to a management job shall be charged with the average overtime of his unit, on a weekly basis, during the entire period of his absence from his unit on the acting assignment.
- (9) An employee absent from the job for any of the following reasons shall not be charged with overtime during such absence:
 - (a) Vacation;
 - (b) Incidental absence due to personal illness;

- (c) Excused absence, e.g., marriage, jury duty, death in family, personal business, union business.
- (10) An employee who is a member of a military reserve unit and is required to attend a scheduled reserve meeting on a evening or weekend or an annual encampment or cruise or an emergency call to duty will be excused from overtime work during such period and will not be charged with such excused overtime.
- (11) An employee absent from the job for any reason other than those described in paragraphs 7, 8, 9, and 10 shall be charged, on a weekly basis, with the average overtime of his unit during his absence.
- (12) (a) Each local union may designate one general membership meeting in each quarter of the calendar year for which it desires the cooperation of the Company in excusing employees from overtime assignments in order that employees may attend that meeting. If the local Union notifies the Company of the meeting date and time of the general membership meeting so designated at least fifteen (15) calendar days in advance of that meeting, the Company shall not require any employee who wishes to attend that meeting to work overtime which would prevent the employee from attending that meeting.
- (b) In addition to the above, after the requirements of the job have been met, management may excuse employees from overtime work to attend other regularly scheduled local union meetings provided that the local union advises the Company in advance of the meeting dates and times. Efforts will be made to excuse officers of the union (including chief stewards and area representatives).
- (c) Overtime will not be charged where employees are excused to attend local union meetings under (a) and (b) above.
- (13) Any employee who has elected the exemption from rotational assignments provided in Article 17.04 shall be charged with the average overtime earned by employees in his unit during the rotational weekend assignments he has elected not to accept.

AVAILABILITY OF OVERTIME RECORDS

17.11 Overtime records shall be posted weekly on Wednesday on the bulletin board at the normal work location for the unit being equalized or shall be made available on Wednesday to forces without bulletin board locations.

These overtime records shall be utilized for overtime assignment in the payroll week immediately following the Wednesday they were posted or otherwise made available.

ARTICLE 17 WORK SCHEDULES (NETWORK SERVICES ONLY)

TOURS

17.01

- (a) A work schedule showing the days, scheduled tours and regular tour assigned shall, in accordance with Section 17.02, be established, and posted when possible, or made available for each employee for each payroll week and become fixed at 12:00 o'clock noon, Thursday, or four (4) hours before the end of his fourth scheduled tour, whichever is earlier, of the payroll week immediately preceding.
- (b) An employee on vacation for one week or more upon completion of that vacation will report to his permanent reporting location at 8:00 A.M. on the day he is due to return to work unless notified to the contrary prior to the start of his vacation.

17.02 Unless a change is made prior to the time specified by Section 17.01, the work schedule established for an employee for a payroll week shall be the same as his work schedule for the immediately preceding payroll week.

- (1) Each employee shall be scheduled in each payroll week to work for five tours. These tours may be on any of the days of the week from Monday to Saturday, both inclusive. A tour, the majority of whose hours are on a weekday, is a weekday tour and may be scheduled notwithstanding that the remainder of

the hours may be Sunday hours. An employee shall not be scheduled for a tour the majority of whose hours are on Sunday. The requirement for scheduling five full tours shall not apply to any period during which part-timing within the meaning of Article 14 of the Agreement is in effect.

- (2) When an employee or a group of employees on a board and lodging assignment so request, management may, at its discretion, assign such employees to work for more than the regular number of hours in their tours (specified under Article 18 - Length of Tours) on one or more days of the week and offset such additional hours by a smaller number of hours on another day or days in that work-week, provided, however, that all time so worked in that work-week up to the total hours in his scheduled tours for that week shall be considered as time worked during the employee's regular tour for purposes of payment as provided in Article 19.
- (3) An individual employee's request to change his scheduled days or tours shall be granted provided it will not require premium payments to him or to some other employee, and provided further, that the employee making the request and other employee involved, if any, are qualified, in the Company's judgment, to do the work on the scheduled days or tours involved.
- (4) When an employee is absent due to sickness or accident disability for 8 or more consecutive calendar days, the scheduled days for each payroll week into which the absence continues shall be the same as the scheduled days of the payroll week in which the absence began. (Where a holiday falls on the non-scheduled day in the second or in a subsequent week of absence such holiday shall be designated as the scheduled day and another week day shall be designated as the non-scheduled day in that week.)

When the employee is due to return to work after being absent due to sickness or accident disability for 8 or more consecutive calendar days, he will report to his permanent reporting location at 8:00 A.M. unless notified to the contrary prior to his return to work. Such reporting shall not be considered as a shifted tour and the provisions of Article 19.08 shall not apply.

- (5) An employee may be assigned to work on a day or days on which he is not scheduled to work but he will be paid at the premium rate specified for work on a "Non-scheduled Day" under Article 19.
- (6) Any tour may be designated as an employee's regular tour.
- (7) A scheduled tour is a tour during which the employee is scheduled to work.

17.03 Any employee may be assigned to overtime at any time. When assigning employees to work a period of overtime which is continuous with and follows their scheduled tours, the Company shall give at least two hours notice to the employees (within the overtime equalization group) who will be required to work the overtime assignments, unless an employee consents to the assignment, there is an emergency, or the assignment which began on a scheduled tour should be continued for a period of thirty (30) minutes, or less, without interruption. Time allowed for an unpaid meal period shall not be considered a break in the continuity of work.

When an employee is assigned overtime in case of an emergency, the Company shall notify the local Union as soon as practicable.

17.04 Regular assignments to night tours, rotated for coverage purposes, will be provided on a basis of rotation among the available qualified employees in the occupational classification involved with the following limitations:

Employees with 25 or more years of net credited service may be exempted from such rotating assignments if they so desire.

When the number of employees with 25 or more years of net credited service who desire exemption as provided above is more than can be accommodated, choice among such employees with 25 or more years of net credited service shall be in order of seniority based on net credited service.

Local Union officers and members of the Union Executive Board shall be exempted from rotating regular assignments to night tours if they so desire.

EXCUSED TIME FOR REST

17.05 When an employee completes one continuous period of work of unusual duration he shall, if in the judgment of the Company he has had insufficient rest to enable him to work a scheduled tour, be excused for part or all of his next scheduled tour with pay.

EQUALIZATION OF OVERTIME PROCEDURES

17.06 An employee will not be assigned to work overtime and/or on a non-scheduled day in excess of an aggregate of fifteen (15) hours in any payroll week except in case of emergency or where the employee consents to such assignment.

When an employee is assigned to work overtime and/or on a non-scheduled day in excess of the hour limitations in the above paragraph, the Company shall, in case of emergency, notify the local Union as soon as practicable.

GENERAL

17.07 As used herein the term "overtime" shall mean:

- (a) All time worked before or after an employee's regular tour;
- (b) All time worked within a day or part of a day during which the employee was not scheduled to work and within the employee's regular tour of duty; and
- (c) All time worked on a holiday, but excluding the holiday allowance; and shall include time worked on Saturdays, Sundays or Holidays which are assigned on regular rotational cycles.

The unit for purposes of equalization of overtime shall normally be the first line supervisor's group. Where more than one such group reports to a common location, two or more such groups shall be combined into one unit for the purposes of equalization of overtime where the job requirements of each group are comparable and where it is mutually agreeable to management and to the Union. Where a first line supervisors group is not at a common location, multiple units for the purposes of equalization of overtime may be initiated if the distance between locations exceeds thirty-five (35) miles.

EQUALIZATION OF OVERTIME

17.08 Equalization of overtime lists shall be reduced to zero on January 2 of each year. The order of names for sequence of call for overtime assignments immediately following the reduction of the lists to zero shall be the same as the order of names on the lists at the same time they were reduced to zero.

Normal rotational cycles for Saturday, Sunday, or holiday assignments will not be interrupted. Overtime records will be updated weekly and will reflect the overtime worked and excused for the preceding week and cumulatively.

Overtime within each unit will be equalized on at least a quarterly annual basis to the best of management's ability to do so. However, the Union recognizes that in assigning overtime management must also consider employee skills, availability of employees, and requirements of the job. The Union also recognizes that under no circumstances will employees be paid for overtime not worked.

The Company shall continue to maintain a "sequence of call" list for the purpose of assigning overtime.

Pay treatment shall not be a factor to be considered by the Company in assigning an employee overtime from the sequence of call list.

There shall be no local agreements or practices that are contrary to or at variance with the terms as stated in 17.07.

OVERTIME CHARGING

17.09

- (1) All overtime shall be charged in terms of the paid hours including travel time which is paid for on an overtime basis.
- (2) An employee who is assigned to work overtime and is excused from the assignment at his own request shall be charged with the number of hours he would have been paid had he worked. These hours shall be determined as follows:
 - (a) By the number of hours in an assignment of a specified duration.
 - (b) By the number of hours worked by his replacement in the case of an individual assignment of unspecified duration.
 - (c) By the average number of hours worked by the group in the case of a group assignment.

An employee who is assigned to work on a non-scheduled day and is excused from the assignment at his own request, shall be charged with the number of hours for which he would have been paid had he worked that tour.

- (3) In administering Items 1 and 2 above, the overtime hours worked and excused shall be accumulated for each payroll week and charged to the employee at the end of each payroll week at the rate these hours would have been paid had they all been worked.

ADMINISTRATION

17.10

- (1) A newly hired employee or an employee transferred from another department shall be charged with the average overtime of the unit to which he is assigned when qualified in management's opinion to work overtime assignments.
- (2) An employee temporarily transferred from one unit to another in the same occupational classification will carry his cumulative overtime to the new unit and will return with his cumulative overtime.

- (3) An employee temporarily transferred from one occupational classification to a different occupational classification will assume the average overtime of the unit to which transferred. When he returns he will carry those hours back with him which have been charged to him in excess of the average assumed. These hours will be added to his cumulative total prior to transfer.
- (4) An employee permanently transferred from one unit to another in the same occupational classification will be charged with the average overtime of the unit to which transferred.
- (5) An employee permanently transferred to a different occupational classification shall be charged with the average overtime of the unit to which he is transferred when qualified in management's opinion to work overtime assignments.
- (6) An employee on a light duty disability assignment who for medical reasons is not assigned overtime for a continuous period in excess of one month shall be charged with the average overtime of his unit during that portion of his disability assignment which is in excess of one month.
- (7) An employee absent from the job for any of the following reasons for a continuous period in excess of one month shall be charged with the average overtime of his group during that portion of his absence which is in excess of one month:
 - (a) Leave of absence including leave of absence for military service or military training;
 - (b) Sickness disability;
 - (c) Accident disability.
- (8) An employee temporarily promoted to a management job shall be charged with the average overtime of his unit during the entire period of his absence from his unit on the acting assignment.
- (9) An employee absent from the job for any of the following

reasons shall not be charged with overtime during such absence:

- (a) Vacation;
 - (b) Incidental absence due to personal illness;
 - (c) Excused absence, e.g., marriage, jury duty, death in family, personal business, union business.
- (10) An employee who is a member of a military reserve unit and is required to attend a scheduled reserve meeting on a evening or weekend or an annual encampment or cruise or an emergency call to duty will be excused from overtime work during such period and will not be charged with such excused overtime.
- (11) An employee absent from the job for any reason other than those described in paragraphs 7, 8, 9, and 10 shall be charged with the average overtime of his unit during his absence.
- (12) (a) Each local union may designate one general membership meeting in each quarter of the calendar year for which it desires the cooperation of the Company in excusing employees from overtime assignments in order that employees may attend that meeting. If the local Union notifies the Company of the meeting date and time of the general membership meeting so designated at least fifteen (15) calendar days in advance of that meeting, the Company shall not require any employee who wishes to attend that meeting to work overtime which would prevent the employee from attending that meeting.
- (b) In addition to the above, after the requirements of the job have been met, management may excuse employees from overtime work to attend other regularly scheduled local union meetings provided that the local union advises the Company in advance of the meeting dates and times. Efforts will be made to excuse officers of the union (including chief stewards and area representatives).
- (c) Overtime will not be charged where employees are

excused to attend local union meetings under a) and b) above.

- (13) Any employee who has elected the exemption from rotational assignments provided in Article 17.04 shall be charged with the average overtime earned by employees in his unit during the rotational weekend assignments he has elected not to accept.

AVAILABILITY OF OVERTIME RECORDS

17.11 Overtime records shall be posted weekly on Wednesday on the bulletin board at the normal work location for the unit being equalized or shall be made available on Wednesday to forces without bulletin board locations.

These overtime records shall be utilized for overtime assignment in the payroll week immediately following the Wednesday they were posted or otherwise made available.

ARTICLE 18 Length of Tours

18.01 Tours and hours shall be as follows:

Occupational Classification	DOWNSTATE DAY			DOWNSTATE NIGHT			UPSTATE DAY			UPSTATE NIGHT		
	Hrs. of Work	Length of Unpaid Meal Period	Overall Period	Hrs. of Work	Length of Unpaid Meal Period	Overall Period	Hrs. of Work	Length of Unpaid Meal Period	Overall Period	Hrs. of Work	Length of Unpaid Meal Period	Overall Period
Material Technician	8	1/2 or 1	8 1/2 or 9	7 1/2	1/2	8	8	1/2 or 1	8 1/2 or 9	7 1/2	1/2 or 1	8 or 8 1/2
Maintenance Mechanic	8	1/2 or 1	8 1/2 or 9	7 1/2	1/2	8	8	1/2 or 1	8 1/2 or 9	7 1/2	1/2 or 1	8 or 8 1/2
Equipment Reconditioner	8	1/2 or 1	8 1/2 or 9	7 1/2	1/2	8	8	1/2 or 1	8 1/2 or 9	7 1/2	1/2 or 1	8 or 8 1/2
Head Materiel Attendant	8	1/2 or 1	8 1/2 or 9	7 1/2	1/2	8	8	1/2 or 1	8 1/2 or 9	7 1/2	1/2 or 1	8 or 8 1/2
Materiel Attendant	8	1/2 or 1	8 1/2 or 9	7 1/2	1/2	8	8	1/2 or 1	8 1/2 or 9	7 1/2	1/2 or 1	8 or 8 1/2
Driver A	8	1/2 or 1	8 1/2 or 9	7 1/2	1/2	8	8	1/2 or 1	8 1/2 or 9	7 1/2	1/2 or 1	8 or 8 1/2
Driver B	8	1/2 or 1	8 1/2 or 9	7 1/2	1/2	8	8	1/2 or 1	8 1/2 or 9	7 1/2	1/2 or 1	8 or 8 1/2
Driver C	8	1/2 or 1	8 1/2 or 9	7	1/2	7 1/2	7 1/2	1/2 or 1	8 or 8 1/2	7	1/2 or 1	7 1/2 or 8
Maintenance Mech. Helper	8	1/2 or 1	8 1/2 or 9	7	1/2	7 1/2	7 1/2	1/2 or 1	8 or 8 1/2	7	1/2 or 1	7 1/2 or 8
Materiel Coordinator	7	1/2 or 1	7 1/2 or 8	7	1/2	7 1/2	7 1/2	1/2 or 1	8 or 8 1/2	7	1/2 or 1	7 1/2 or 8
Materiel Handling	8	1/2 or 1	8 1/2 or 9	7 1/2	1/2	8	8	1/2 or 1	8 1/2 or 9	7 1/2	1/2 or 1	8 or 8 1/2
Administrative Assistant	7	1/2 or 1	7 1/2 or 8	7	1/2	7 1/2	7 1/2	1/2 or 1	8 or 8 1/2	7	1/2 or 1	7 1/2 or 8
Office Assistant	7	1/2 or 1	7 1/2 or 8	7 1/2	1/2	8	8	1/2 or 1	8 1/2 or 9	7 1/2	1/2 or 1	8 or 8 1/2
Special Assistant	7	1/2 or 1	7 1/2 or 8	7	1/2	7 1/2	7 1/2	1/2 or 1	8 or 8 1/2	7	1/2 or 1	7 1/2 or 8
Materiel Systems Technician	8	1/2 or 1	8 1/2 or 9	7 1/2	1/2	8	8	1/2 or 1	8 1/2 or 9	7 1/2	1/2 or 1	8 or 8 1/2
Materiel Equipment Technician	8	1/2 or 1	8 1/2 or 9	7 1/2	1/2	8	8	1/2 or 1	8 1/2 or 9	7 1/2	1/2 or 1	8 or 8 1/2
Materiel Technical Assistant	8	1/2 or 1	8 1/2 or 9	7 1/2	1/2	8	8	1/2 or 1	8 1/2 or 9	7 1/2	1/2 or 1	8 or 8 1/2

18.02 Meal periods specified above shall be taken at a time designated by Management near the midpoint of tours. Whenever an employee is required to work or remain on Company premises subject to call throughout his meal period in addition to working the number of hours in his normal tour, the meal period shall be treated as working time and any resulting working time in excess of the number of hours in the normal tour shall be treated as overtime in the manner prescribed in Article 19.

Management will determine the length of all meal periods.

18.03 Except where continuous coverage is required, a 15 minute paid relief period shall be granted during each half tour of duty at a time designated by Management.

ARTICLE 19 PAYMENT FOR TIME WORKED

DEFINITION OF HOURLY RATE FOR COMPUTING WAGE PAYMENTS

19.01 An employee's hourly rate shall be determined by dividing 1/5th of the sum of the employee's basic weekly wage rate and his night tour differential, if any, and his Saturday differential, if any, by the number of hours of work in his regular tour.

REGULAR TOUR

19.02 All work performed during the hours of an employee's regular tour on any scheduled working day shall be paid for at the hourly rate except as provided in Section 19.06.

OVERTIME

19.03 Time worked before or after an employee's regular tour shall be considered overtime and shall be paid at the rate of 1-1/2 times the hourly rate except as provided in Section 19.06.

Payment of a non-clerical employee temporarily assigned for a week or more to clerical work in an office where clerical forces are also working, shall be computed on the basis that authorized time worked outside his regular eight (8) hour tour shall be paid at 1-1/2 times the hourly rate for his regular tour. When such employee performs the same work as that performed by the clerical force, he shall generally work the same hours as the clerical force.

NON-SCHEDULED DAY

19.04 All time worked within a day or part of a day during which the employee was not scheduled to work and within the employee's regular tour of duty shall be paid for at the rate of 1-1/2 times the hourly rate.

Effective January 1, 1995 in addition to the pay treatment provided above, when an employee works overtime on a Sunday, that employee (or another employee who works in his place with Company permission) shall receive one-half (1/2) hour's extra pay for every hour that employee works on Sunday, but such hours worked shall not be counted toward the 9 hours worked in excess of the total number of hours in the employee's 5 scheduled tours for the purpose of Section 19.05(a),(b) and (c).

EXTRA ALLOWANCE

19.05

- (a) A regular full time employee whose daily hours of work as defined in Section 18.01 are 7 hours, shall receive one-half (1/2) hour's extra pay for every hour he works more than 9 hours in excess of 35 hours in any payroll week if that employee's 5 scheduled tours, whether worked or not, and the hours he works outside his 5 scheduled tours are more than 9 hours in excess of 35 hours for his payroll week.
- (b) A regular full time employee whose daily hours of work as defined in Section 18.01 are 7-1/2 hours, shall receive one-half (1/2) hour's extra pay for every hour he works more than 9 hours in excess of 37-1/2 hours in any payroll week if that employee's 5 scheduled tours, whether worked or not, and the hours he works outside his 5 scheduled tours are more than 9 hours in excess of 37-1/2 hours for his payroll week.
- (c) A regular full time employee whose daily hours of work as defined in Section 18.01 are 8 hours, shall receive one-half (1/2) hour's extra pay for every hour he works more than 9 hours in excess of 40 hours in any payroll week if that employee's 5 scheduled tours, whether worked or not, and the hours he works outside his 5 scheduled tours are more than 9 hours in excess of 40 hours for his payroll week.

HOLIDAY WORK

19.06 An employee who works on a holiday shall receive payment at the rate of one and one-half (1-1/2) times the hourly wage rate for hours worked during his regular tour. This shall be in addition to the payment for time not worked on a holiday provided in Article 24.

For hours worked on a holiday in excess of his regular tour an employee shall receive payment at the rate of two and one-half (2-1/2) times the hourly wage rate.

SATURDAY TOUR DIFFERENTIAL

19.07 Each employee shall receive a Saturday differential payment in his wage payments of twenty-five (25) percent of 1/5 of his basic weekly wage rate for time worked during a regular scheduled tour, the majority of whose hours are on a Saturday, which is his fifth scheduled day of work.

LOGISTICS ONLY

PAYMENT FOR SHIFTED TOUR

19.08 When an employee is requested by the Company and agrees to change his scheduled tour after it has become fixed in accordance with the provisions of Section 17.01(a), he shall be paid as follows:

- (a) The hourly rate as provided in Article 19.02 for all hours during his fixed regular tour whether worked or not.
- (b) One and one-half times the hourly rate for all time worked outside the hours of his fixed regular tour which is within the hours of his newly scheduled tour. These hours shall not be considered hours worked outside the five scheduled tours in determining any extra allowance under Section 19.05.

NETWORK SERVICES ONLY

PAYMENT FOR SHIFTED TOUR

19.08 When an employee is requested by the Company and agrees to change his scheduled tour after it has become fixed in accordance with the provisions of Section 17.01(a), he shall be paid as follows:

- (a) One and one-half (1-1/2) times the hourly rate for hours worked outside of his fixed regular tour which is within the

hours of his newly scheduled tour for the first twenty- four (24) hours, when shifted from day tour to night tour, or from night tour to day tour.

These hours shall not be considered hours worked outside the five scheduled tours in determining any extra allowance under Section 19.05.

- b) The hourly rate as provided for in Section 19.02 for all time worked in his newly shifted tour after the first 24 hours.

The overtime rate as provided for in Section 19.03 and Section 19.05 (if applicable) for all time worked outside the hours of his newly scheduled tour.

LOGISTICS AND NETWORK SERVICES

MINIMUM PAYMENTS

19.09 When an employee is required to report for overtime work or for work on a non-scheduled day which in either instance is not continuous with a scheduled tour or other overtime assignment, the minimum payment for such work shall be one-half day's pay at his basic hourly wage rate. Time allowed for an unpaid meal period shall not be considered a break in the continuity of work. The time allowed for an unpaid meal period shall not exceed one hour unless a longer period is granted by the Company at the request of the employee.

If an employee works two or more such non-continuous overtime assignments in one calendar day, he shall receive one minimum payment of one-half day's pay for each of the periods 12:00 midnight to 8:00 A.M., 8:00 A.M. to 5:00 P.M. and 5:00 P.M. to 12:00 midnight in which one or more such non-continuous overtime assignments were started.

Time worked for the purpose of computing minimum payments shall include associated travel time, if any, payable, under the provisions of Article 20.

For the purposes of minimum payments, work on a holiday shall be treated as though it were work on a non-scheduled day.

VISITS TO MEDICAL DEPARTMENT

19.10 When an employee, who is not receiving sickness or accident benefits or payments under the "NYNEX Pension Plan" and "Sickness and Accident Disability Benefit Plan" or Worker's Compensation Law or Disability Benefits Law, is directed to visit the Company's Medical Department or an authorized Company medical consultant, time spent with the Medical Department or consultant shall be treated as working time and travel to and from such visit shall be treated as travel to and from or travel on a working assignment for the purposes of Article 19 (except 19.09), Article 20 and Article 21 (except 21.04, 21.05, 21.06, 21.07, 21.08, and 21.09).

ARTICLE 20 TRAVEL ON WORKING AND OVERTIME ASSIGNMENTS

TRAVEL ON A WORKING ASSIGNMENT

20.01 Travel time spent by an employee on Company business while on a working assignment shall be treated as working time. However, travel time spent by an employee during an unpaid meal period shall not be treated as working time. Whenever the travel time of an employee is treated as working time, in accordance with the provisions of Section 20.01, the transportation cost shall be paid by the Company.

TRAVEL ON OVERTIME ASSIGNMENTS

20.02 When an employee is notified within the fifteen (15) minute period immediately prior to the end of his scheduled tour, or after the end of his scheduled tour to report for work and is to report before the start of his next scheduled tour, traveling time from his home (or other off-the-job location) on any day, whether scheduled or non-scheduled, shall be paid as though it were working time.

Exception: Traveling time to the job shall not be paid for when an employee is notified while on duty on a non-scheduled day during the hours of his normal tour (but not within the fifteen (15) minute period prior to the end of the normal tour) to report on any subsequent day or days prior to his next scheduled tour.

If any employee whose traveling time to the job is paid for as though it were working time, is released from the work before the start of his next scheduled tour, time spent in traveling from the job to his home (or other off-the-job location) shall be paid for as though it were working time.

Time allowed for an unpaid meal period shall not be considered a break in the continuity of work. The time allowed for an unpaid meal period shall not exceed one hour unless a longer period is granted by the Company at the request of the employee.

Whenever the travel time of an employee is treated as working time in accordance with the provisions of this Section 20.02, the transportation cost shall be paid by the Company.

BASIS FOR COMPENSATION FOR TRANSPORTATION COST

20.03 When normal transportation facilities are used (i.e. subway, elevated, bus, railway or ferry), the transportation cost referred to in Sections 20.01 and 20.02 will be in the amount paid on such normal transportation facilities available to the general public for the route involved. Whenever an employee uses his personal car in lieu of normal transportation facilities, the transportation cost to be paid by the Company will be for the distance actually traveled, plus transportation tolls incurred.

The rate per mile at which the Company shall pay for such use by an employee of his or her personal car shall be as follows:

- (a) At the rate of thirty-two (\$.32) cents per mile;
- (b) In the event the Internal Revenue Service (IRS) increases the standard mileage rate allowable as a business use deduction from gross income during the term of the agreement, the Company will increase the amount of reimbursement accordingly effective on the first of the month following the announced date of the change by the IRS.

When facilities other than normal, or other than the employee's personal car are used, reimbursement will be the actual cost incurred.

An employee shall not be paid for the use of his personal car or the use of facilities other than normal, either on a working assignment or in traveling from his home (or other off-the-job location) to a non-continuous work assignment and return, unless he has secured advanced permission from his supervisor to use his car or such facilities.

ARTICLE 21 ALLOWANCE FOR DAILY TRAVEL OR BOARD AND LODGING

LOGISTICS ONLY

WORK LOCATION

21.01 For the purpose of computing allowances under this Article 21, the Company shall designate a work location for each employee. In the case of an employee who normally reports to a fixed location, the Company shall designate such location as his work location. In the case of an employee who normally does not report to a fixed location, the Company shall designate for him a work location such as, a storeroom, a locker, a garage, a customer location, or a job location. The Company may change the designation of an employee's work location and such change shall be treated as a transfer under this Article 21 only if the employee's new work location lies outside his former work locality.

DAILY TRAVEL ON TEMPORARY TRANSFER

21.02 When an employee is temporarily transferred to an assignment which requires him to begin or end his work day outside his work locality, he shall make his own arrangements for transportation between the temporary assignment and his home (or other off-the-job location) and shall receive a travel allowance for each such work day in an amount determined by the road mile distance from his work location to the point where he began or ended such work day, as the case may be, in accordance with the following table:

<u>Road Mile Distance</u>	<u>Daily Travel Allowance</u>
More than 0 but not more than 3	\$4.15
More than 3 but not more than 5	4.85
More than 5 but not more than 10	5.55
More than 10 but not more than 15	8.30
More than 15 but not more than 20	11.05
More than 20 but not more than 25	13.80
More than 25 but not more than 30	17.95
More than 30 but not more than 35	22.10
More than 35 but not more than 45	34.50
More than 45	41.40

If a temporarily transferred employee both begins and ends his work day outside his work locality, his travel allowance for such work day shall be determined by the road mile distance from his work location to the point where he began such work day or the point where he ended such work day, whichever distance is greater.

BOARD AND LODGING ON TEMPORARY TRANSFER

21.03 When an employee is temporarily transferred to an assignment which requires him to begin or end his work day outside his work locality at a point more than thirty-five (35) road miles from his work location, he shall board and lodge at or near the location of his temporary assignment and, before the start of such assignment, he shall elect one of the following methods of treatment, for each day the employee lodges at or near the location of the temporary assignment in lieu of daily travel allowance as provided in paragraph 21.02:

- (a) The employee may elect to have the Company make arrangements to board and lodge him at its expense and to have the Company reimburse him for actual laundry expenses up to \$11.50 per week providing the employee presents laundry receipts.
- (b) The employee may elect to have the Company make arrangements to lodge him at its expense; pay him a \$40.25 daily meal allowance and reimburse him for actual laundry expenses up to \$11.50 per week, providing the employee presents laundry receipts.
- (c) The Company will pay the employee \$69.00 a day for board and lodging.

The employee may change his initial election once during a board and lodging assignment.

When an employee is assigned to a formal training location that is a board and lodging assignment under the provisions of Article 21.03, the Company can choose the method of treatment provided.

DAILY TRAVEL ON BOARD AND LODGING ASSIGNMENT

21.04 When an employee has been temporarily transferred to an assignment which is a board and lodging assignment under Section 21.03, the Company, at the employee's request, shall permit him to return to his home each evening, and the employee shall receive a daily travel allowance under Section 21.02 in lieu of board and lodging treatment under Section 21.03. The employee shall report to the job at the designated starting time and shall leave the job at the designated quitting time, and travel time, except at the start and completion of the temporary assignment, shall not be treated as working time.

TRAVEL TIME ON BOARD AND LODGING ASSIGNMENT

21.05

- (a) When an employee has been temporarily transferred to an assignment which is a board and lodging assignment under Section 21.03, the time required to be spent by the employee in traveling between his home and the location of the temporary assignment at the start and completion of the temporary assignment shall be treated as working time.
- (b) When an employee who has been temporarily transferred to an assignment which is a board and lodging assignment under Section 21.03 thereafter performs any assigned work in his work locality, takes a vacation, a military service leave of absence, or a training duty leave of absence, or is excused for jury duty, the board and lodging assignment shall be treated as having been completed with respect to that employee for the purposes of Paragraph (a) of the Section 21.06 and Sections 21.04 and 21.07. If the employee is temporarily transferred to the same assignment after the performance of such work, the taking of such vacation or leave of absence, or the performance of such jury duty, such temporary transfer shall be treated as a new assignment for the purpose of Paragraph (a) of this Section 21.05 and Sections 21.04 and 21.07.

TRAVEL EXPENSE ON BOARD AND LODGING ASSIGNMENT

21.06

- (a) When an employee has been temporarily transferred to an assignment which is a board and lodging assignment under Section 21.03, the Company shall pay for the actual cost of the employee's transportation between his home and the location of the temporary assignment at the start and completion of the temporary assignment.
- (b) When the Company is required under Paragraph (a) of this Section 21.06 to pay for part or all of the actual cost of an employee's transportation, the Company may select the method of transportation to be used by the employee or may furnish part or all of such transportation by arranging for the employee to drive or ride in a Company motor vehicle without cost or by arranging for the employee to ride in a supervisor's car without cost.
- (c) When an employee who has boarded and lodged under Section 21.04 during any payroll week of a temporary assignment is relieved from duty on both the Saturday ending such payroll week and the Sunday beginning the next payroll week of the same temporary assignment and the employee chooses to spend the Saturday and Sunday at his home, the Company shall pay for that portion of the actual cost of the employee's transportation between his home and the location of the temporary assignment as does not exceed \$92.00. If such employee is relieved from duty only on the Sunday beginning the next payroll week of the same assignment and he chooses to spend the Sunday at his home, the Company shall pay for that portion of the actual cost of the employee's transportation between his home and the location of the temporary assignment as does not exceed \$46.00. An employee shall not receive board and lodging treatment under Section 21.03 for any such Saturday or Sunday which he chooses to spend at his home.
- (d) When an employee is temporarily transferred to a board and lodging assignment under Section 21.03 which is longer than four (4) payroll weeks in duration, the Company once every

fourth payroll week shall insure that the employee is relieved from duty on both the Saturday ending one payroll week and the Sunday beginning the next payroll week of the same temporary assignment, and if the employee chooses to spend the Saturday and Sunday at home, the Company shall pay the employee for the actual cost of normal transportation between the employee's home and the location of the temporary assignment. In such event, the provisions of Section 21.06(c) shall not apply, and the employee shall not receive board and lodging treatment under Section 21.03 for any such Saturday and Sunday which he chooses to spend at his home.

LENGTH OF BOARD AND LODGING ASSIGNMENTS

21.07 When an employee is temporarily transferred to an assignment which is a board and lodging assignment under Section 21.03 the employee's temporary transfer to such assignment shall be limited to four (4) consecutive payroll weeks if it is practicable to do so.

LIMITS OF WORKING TIME

21.08 Except as otherwise provided under Section 21.06, working time for an employee who has been temporarily transferred to an assignment which requires him to begin or end his work day outside his work locality shall begin when he reports, as directed, on the job or at the garage where his company motor vehicle is stored at the designated starting time, and working time for such employee shall end when he, as directed, leaves the job or returns to the garage in which his Company motor vehicle is stored at the designated quitting time.

GENERAL

21.09 The temporary transfer of an employee to an assignment which requires him to begin or end his work day outside his work locality shall not result in a change of his work locality or his wage treatment.

21.10 When the Company permanently transfers an employee to a new work location lying outside his former work locality, the first 30 calendar days of such permanent transfer shall be treated as a temporary transfer for the purposes of this Article 21 and the governing distance shall be the road mile distance between the employee's former work location and his new work location.

21.11 The provisions of this Article 21 shall not apply to any assignment to which Section 20.01 or 20.02 is applicable.

21.12 Employees in all occupational classifications may be exempt from board and lodging assignments if they have twenty-five (25) or more years of net credited service.

ARTICLE 21 ALLOWANCE FOR DAILY TRAVEL OR BOARD AND LODGING

NETWORK SERVICES ONLY WORK LOCATION

21.01 For the purpose of computing allowances under this Article 21, the Company shall designate a work location for each employee. In the case of an employee who normally reports to a fixed location, the Company shall designate such location as his work location. In the case of an employee who normally does not report to a fixed location, the Company shall designate for him a work location such as, a storeroom, a locker, a garage, a customer location, or a job location. The Company may change the designation of an employee's work location and such change shall be treated as a transfer under this Article 21 only if the employee's new work location lies outside his former work locality.

DAILY TRAVEL ON TEMPORARY TRANSFER

21.02 When an employee is temporarily transferred to an assignment which requires him to begin or end his work day outside his work locality, he shall carry his Company issued hand tools, he shall make his own arrangements for transportation between the temporary assignment and his home (or other off-the-job location) and shall receive a travel allowance for each such work day in an amount determined by the road mile distance from his work location to the point where he began or ended such work day, as the case may be, in accordance with the following table:

<u>Road Mile Distance</u>	<u>Daily Travel Allowance</u>
More than 0 but not more than 3	\$4.15
More than 3 but not more than 5	4.85
More than 5 but not more than 10	5.55
More than 10 but not more than 15	8.30
More than 15 but not more than 20	11.05
More than 20 but not more than 25	13.80
More than 25 but not more than 30	17.95
More than 30 but not more than 35	22.10
More than 35 but not more than 45	34.50
More than 45	41.40

If a temporarily transferred employee both begins and ends his work day outside his work locality, his travel allowance for such work day shall be determined by the road mile distance from his work location to the point where he began such work day or the point where he ended such work day, whichever distance is greater.

BOARD AND LODGING ON TEMPORARY TRANSFER

21.03 When an employee is temporarily transferred to an assignment which requires him to begin or end his work day outside his work locality at a point more than fifty (50) road miles from his work location, and more than fifty (50) road miles from his residence, he shall board and lodge at or near the location of his temporary assignment and, before the start of such assignment, he shall elect one of the following methods of treatment, for each day the employee lodges at or near the location of the temporary assignment in lieu of daily travel allowance as provided in paragraph 21.02:

- (a) The Company will make arrangements to board and lodge him at its expense and reimburse him for actual laundry expenses up to \$11.50 per week providing the employee presents laundry receipts.
- (b) The Company will make arrangements to lodge him at its expense; pay him a \$35.30 daily meal allowance and reimburse him for actual laundry expenses up to \$11.50 per week, providing the employee presents laundry receipts.
- (c) The Company will pay the employee \$40.25 per day for board and lodging.

When an employee is assigned to a formal training location that is a board and lodging assignment under the provisions of Article 21.03, the Company can choose the method of treatment provided.

Under no circumstances will more than one method of treatment, i.e., 21.03(a), 21.03(b), or 21.03(c) be provided concurrently.

The employee may change his initial election once during a board and lodging assignment.

DAILY TRAVEL ON BOARD AND LODGING ASSIGNMENT

21.04 When an employee has been temporarily transferred to an assignment which is a board and lodging assignment under Section 21.03, and the employee has elected the board and lodging treatment provided in Section 21.03(c) the Company, at the employee's request, shall permit him to return to his home each evening, and the employee shall continue to receive the treatment as provided for in Section 21.03(c). The employee shall report to the job at the designated starting time and shall leave the job at the designated quitting time, and travel time, except at the start and completion of the temporary assignment, shall not be treated as working time.

TRAVEL TIME ON BOARD AND LODGING ASSIGNMENT

21.05

- (a) When an employee has been temporarily transferred to an assignment which is a board and lodging assignment under Section 21.03, the time required to be spent by the employee in traveling between his home and the location of the temporary assignment at the start and completion of the temporary assignment shall be treated as working time.

- (b) When an employee who has been temporarily transferred to an assignment which is a board and lodging assignment under Section 21.03 thereafter performs any assigned work in his work locality, takes a vacation, a military service leave of absence, or a training duty leave of absence, or is excused for jury duty, the board and lodging assignment shall be treated as having been completed with respect to that employee for the purposes of Paragraph (a) of the Section 21.06 and Sections 21.04 and 21.07. If the employee is temporary transferred to the same assignment after the performance of such work, the taking of such vacation or leave of absence, or the performance of such jury duty, such temporary transfer shall be treated as a new assignment for the purpose of Paragraph (a) of this Section 21.05 and Sections 21.04 and 21.07.

TRAVEL EXPENSE ON BOARD AND LODGING ASSIGNMENT

21.06

- (a) When an employee has been temporarily transferred to an assignment which is a board and lodging assignment under Section 21.03, the Company shall pay for the actual cost of the employee's transportation between his home and the location of the temporary assignment at the start and completion of the temporary assignment.
- (b) When the Company is required under Paragraphs (a), and (d) of this Section 21.06 to pay for part or all of the actual cost of an employee's transportation, the Company may select the method of transportation to be used by the employee or may furnish part or all of such transportation by arranging for the employee to drive or ride in a Company motor vehicle without cost or by arranging for the employee to ride in a supervisor's car without cost.
- (c) When an employee who has boarded and lodged under Section 21.04 during any payroll week of a temporary assignment is relieved from duty on both the Saturday ending such payroll week and the Sunday beginning the next payroll week of the same temporary assignment and the employee chooses to spend the Saturday and Sunday at his home, the Company shall pay for that portion of the actual cost of the employee's transportation between his home and the location of the temporary assignment as does not exceed \$92.00. If such employee is relieved from duty only on the Sunday beginning the next payroll week of the same assignment and he chooses to spend the Sunday at his home, the Company shall pay for that portion of the actual cost of the employee's transportation between his home and the location of the temporary assignment as does not exceed \$46.00. An employee shall not receive board and lodging treatment under Section 21.04 for any such Saturday or Sunday which he chooses to spend at his home.
- (d) When an employee is temporarily transferred to a board and lodging assignment under Section 21.03 which is longer than four (4) payroll weeks in duration, the Company once every fourth payroll week shall insure that the employee is relieved

from duty on both the Saturday ending one payroll week and the Sunday beginning the next payroll week of the same temporary assignment, and if the employee chooses to spend the Saturday and Sunday at home, the Company shall pay the employee for the actual cost of normal transportation between the employee's home and the location of the temporary assignment. In such event, the provisions of Section 21.06(c) shall not apply, and the employee shall not receive board and lodging treatment under Section 21.03 for any such Saturday and Sunday which he chooses to spend at his home.

LENGTH OF BOARD AND LODGING ASSIGNMENTS

21.07 When an employee is temporarily transferred to an assignment which is a board and lodging assignment under Section 21.03, the employee's temporary transfer to such assignment shall be limited to twenty (20) consecutive payroll weeks if it is practicable to do so.

LIMITS OF WORKING TIME

21.08 Except as otherwise provided under Section 21.06, working time for an employee who has been temporarily transferred to an assignment which requires him to begin or end his work day outside his work locality shall begin when he reports, as directed, on the job or at the garage where his company motor vehicle is stored at the designated starting time, and working time for such employee shall end when he, as directed, leaves the job or returns to the garage in which his Company motor vehicle is stored at the designated quitting time.

GENERAL

21.09 The temporary transfer of an employee to an assignment which requires him to begin or end his work day outside his work locality shall not result in a change of his work locality or his wage treatment.

21.10 When the Company permanently transfers an employee to a new work location lying outside his former work locality, the first 30 calendar days of such permanent transfer shall be treated as a temporary transfer for the purposes of this Article 21 and the governing distance shall be the road mile distance between the employee's former work location and his new work location.

21.11 The provisions of this Article 21 shall not apply to any assignment to which Section 20.01 or 20.02 is applicable.

21.12 Employees in all occupational classifications may be exempt from board and lodging assignments if they have twenty-five (25) or more years of net credited service.

ARTICLE 22 DIFFERENTIAL FOR NIGHT TOURS

22.01 Each night tour employee shall receive a night differential payment in his wage payments for time worked.

22.02 The differential for a night tour employee shall be ten (10) per cent of the employee's basic weekly wage rate.

22.03 The differential shall be included in wage payments for time worked by adding the amount to the basic weekly wage rate in determining the hourly rate used in the computation of wage payments as prescribed in Article 19.

22.04 If an employee is to be paid for absence, differential payments at the rate that would have been paid on the first day of absence had the employee worked shall be included in such absence pay allowances.

ARTICLE 23 VACATIONS

ELIGIBILITY FOR VACATIONS

23.01 Unless otherwise specified in this Agreement, vacations with pay shall be granted in each calendar year in accordance with the following schedule, provided that no employee shall be entitled to a vacation prior to the completion of six (6) months of net credited service following his or her latest date of engagement, and provided further that an employee shall begin his vacation before the end of the calendar year:

- (a) Employees who will complete 6 months of net credited service within the current calendar year 1 week

- (b) Employees who will complete 12 months of net credited service within the current calendar year 2 weeks

If an employee becomes eligible for a vacation week under the above 2 paragraphs on or after December 1, only 1 such vacation week may be taken in the following calendar year, provided it is completed no later than the payroll week ending on or immediately after April 1 of the year in which the vacation is to be taken and prior to the taking of any of the current year's vacation. This is an alternative to the vacation carry-over provisions of this Agreement to which the employee may be eligible.

However, if the employee completes 6 months and 12 months of net credited service in the same calendar year, only 2 weeks of vacation will be granted during the calendar year, with the second week to be granted after completion of 12 months of net credited service.

- | | |
|--|---------|
| (c) Employees who will complete 2 or more but less than 7 years of net credited service within the current calendar year | 2 weeks |
| (d) Employees who will complete 7 or more but less than 15 years of net credited service within the current calendar year | 3 weeks |
| (e) Employees who will complete 15 or more but less than 25 years of net credited service within the current calendar year | 4 weeks |
| (f) Employees who will complete 25 or more years of net credited service within the current calendar year | 5 weeks |

Unless otherwise specified in this Agreement, the employee shall begin his vacation before the end of the calendar year.

Employees who will complete at least twelve (12) months of net credited service within the current calendar year shall be entitled to take one (1) week of vacation during the 12 week summer period in that calendar year. The summer period for each calendar year shall be the last full week in June through the first full week in September.

This 12-week summer period described above may be shifted by local management to conform more closely with local school vacation schedules. Such adjustment will be decided upon by local management and any adjustment in the beginning of the 12-week summer period will result in a similar compensating adjustment in the closing date of the period.

CHOICE OF VACATIONS

23.02 The basic employee vacation groups involved and the number of people within each of these groups to be on vacation at any particular time during the entire calendar year will be determined by the Company. Choice of vacation periods within each group will be in the order of seniority based on net credited service.

VACATION SELECTION

23.03 By November 15 of each year, the Company shall post vacation schedules for the following calendar year. Prior to the posting of these schedules, the Company shall afford the Union a period of fifteen (15) days during which period representatives of the Company and the appropriate Local Union shall discuss the vacation schedules for the following calendar year.

- (1) The minimum number of vacation weeks the Company shall schedule in each group for the summer period in each calendar year shall be 48% of the total number of vacation weeks that all employees in that group are entitled to take in each of those years. These summer vacation weeks (i.e. 48%) shall be distributed over the summer period in accordance with schedules determined by the Company. The extent to which the vacation weeks in the summer period in any vacation group for any calendar year may be increased above 48% shall be determined by the Company.
- (2) The weeks included in the 48% shall include the one week each employee is entitled to take in the summer period under Article 23.01 of the Agreement. The Company shall not be obligated to schedule additional vacation weeks above those percentage figures for the purpose of making available to any employee in the vacation group the one week each employee is entitled to take in the summer period.
- (3) Once an employee has selected his vacation weeks to be taken in the summer period:
 - (a) He may not exchange any of his vacation weeks to be taken in the summer period for any vacation weeks that may become available in that period.

- (b) He may not select additional weeks to be taken in the summer period that may become available in that period, except as follows: Employees in any vacation group who were restricted in the selection of vacation weeks in the summer period because at the time of their vacation selection the number of employees who had not yet selected equaled the number of remaining open summer weeks, may then select, in order of seniority, any additional week that may become available in that period as a result of a less senior employee not selecting the one week the employee is entitled to take in the summer period.
- (c) He may exchange any of his selected weeks to be taken in the summer period for weeks selected to be taken in that period by other employees in his vacation group.
- (4) An employee who is eligible for five (5) weeks of vacation must take one vacation week outside of the summer period. This one week may not be reserved as a vacation week for day-at-a-time vacation under Article 23.07 of the Agreement.
- (5) Vacation schedules may have "blocked-out"* weeks to care for inventory periods and other known peak work load periods.

* "Blocked-out" weeks shall mean weeks on vacation schedules for which the Company has indicated that no employee may take vacation. "Blocked-out" weeks shall not exceed three (3) weeks and shall not be in the twelve (12) week summer period.

- (6) An employee will not be scheduled for an assignment on the Saturday before his or her vacation or be scheduled for assigned overtime on the Sunday after his or her vacation.
- (7) Scheduled time off will be selected in two circulations of the schedule as follows:
 - (a) First circulation - Full weeks of vacation.
 - (b) Second circulation - Reserve time, day-at-a-time vacation days, excused work days and "H" days for holidays falling in full vacation weeks.

- (8) The maximum number of employees on vacation, excused work day, "H" day and vacation day at any one time will not exceed the maximum number of employees permitted to be off as determined by management.
- (9) Vacation day conflicts will be treated in the same fashion as the Company now treats "H" day conflicts.

VACATION PAYMENTS

23.04 An employee shall be paid his basic weekly wage for each week of the vacation period to which he is eligible, unless part-timing, within the meaning of Article 14 of this Agreement, is in effect, in which case the vacation pay shall be reduced proportionately to the reduction in hours.

Weekly night differential payments and temporary promotional increases shall be included in the weekly vacation payments only when an employee has been receiving the differential payment or promotional increase for one or more payroll weeks immediately preceding his vacation assignment.

VACATION CARRY-OVER

23.05 Subject to the provisions of Section 23.02: An employee who is eligible for two (2) or more weeks of vacation may, when he is selecting his vacation, elect to take in the following calendar year a part of his vacation for which he is eligible in the then current calendar year, subject to the following limitations:

- (1) In order to be eligible to carry over a part of his vacation to the following calendar year, the employee must take in the then current calendar year at least one week of the vacation for which he is eligible during the current year.
- (2) Only full weeks of vacation may be carried over from one calendar year to another.
- (3) When a week or weeks of vacation are carried over from one calendar year into the next, one week of vacation for the calendar year into which the carry-over is shifted must also be scheduled and taken consecutively after one of the carry-over weeks.
- (4) Any week or weeks of vacation carried over from one calendar

year into the next, together with the matching week of vacation for the year into which the carry-over is shifted as provided above, must be scheduled and completed no later than the payroll week ending on or immediately after June 15 of the year in which the vacation is to be taken.

- (5) An employee who does not elect to carry over a part of his vacation into the following calendar year and who wants a vacation in the period from January 1 to the payroll week ending on or immediately after June 15 of that year will participate, based on net credited service, in the process of selecting vacations with those who elect to carry over some part of their vacation. Such employee must make his selection at the same time as the employee who elects to carry over part of his vacation.

VACATION CARRYOVER (DISABILITY)

23.06 Subject to the provisions of the first sentence of Section 23.02:

When an employee is unable to take a previously scheduled vacation in July through December in any calendar year because of disability absence approved by the Company, the Company will allow him to take his unused vacation in the succeeding calendar year chosen from those available weeks not already selected, subject to the following limitations:

- (1) The employee's disability absence must begin on or after July 1 and before the start of his vacation.
- (2) As much of the unused vacation as possible shall be rescheduled in the calendar year for which granted.
- (3) The unused vacation may be rescheduled, to be taken before any part of the employee's vacation granted for the succeeding calendar year, if a week or weeks are available.
- (4) The unused vacation must be scheduled and completed no later than the payroll week ending on or immediately after June 15 of the succeeding calendar year.

DAY-AT-A-TIME VACATIONS

23.07 Employees who are eligible for two (2) or more weeks of vacation may choose to use two weeks to be taken on a day-at-a-time basis, except during the 12 week summer period (as set forth in Section 23.01) under the following conditions:

- (1) Vacation weeks to be taken as full vacation weeks shall be selected first on the initial vacation schedule. After all selections of full vacation weeks on that initial schedule have been made, a week will be reserved and scheduled in order of seniority from the unselected weeks remaining. The reserved week may be scheduled through the last full calendar week of March of the following calendar year.
- (2) Single vacation days may then be set aside in accordance with the needs of the business. They shall be granted to eligible employees and selected by employees initially in order of seniority to be taken prior to and in lieu of an equal number of days in the reserved week. After the initial selection of the single vacation days, all subsequent selections of single vacation days shall be made on the basis of the earliest request.
- (3) If part of the week has not been used on a day-at-a-time basis under Paragraph 2 above when the reserved week is reached, then the remaining days must be taken during the scheduled reserved week.
- (4) Vacation periods so scheduled shall not be subject to the vacation carry-over provisions of Article 23.05.
- (5) In order to utilize single vacation days during the twelve week summer period, the employee must provide seven (7) calendar days notice.

ARTICLE 24 HOLIDAYS

24.01 The following holidays will be observed as holidays by the Company:

New Year's Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving
Independence Day	Christmas
Labor Day	

Employees shall have the option of observing either Martin Luther King Day or the day after Thanksgiving as a holiday instead of Lincoln's Birthday. Employees shall indicate their choice when they select their vacation for that year.

24.02 If a holiday occurs on a Sunday, the following Monday shall be designated as a holiday. The holiday tour for night tour employees shall be that tour which has the majority of its hours within the calendar holiday.

24.03 When a holiday falls on a Saturday, the preceding Friday shall be designated as the holiday.

24.04 When a holiday falls in an employee's vacation, the Company, after considering any specific request of the employee, shall designate another day within the calendar year to be treated as the holiday for that employee.

24.05 A holiday or a day assigned in lieu of a Saturday holiday, whether worked or not, is a scheduled day of work.

PAYMENT FOR TIME NOT WORKED ON HOLIDAYS

24.06 An employee, who is not required to work on a holiday, shall receive one day's pay, that is 1/5 of the sum of his basic weekly wage rate, and his night differential payment, if any, and his Saturday differential payment, if any, provided he works or is absent with pay or is absent on a scheduled unpaid Excused Work Day on either the last scheduled working day before the holiday or the first scheduled working day after the holiday.

24.07 An employee absent (not to be paid) on both the last scheduled working day before the holiday and the first scheduled working day after the holiday shall not be paid for the holiday.

24.08 For employees scheduled in advance to work on a Saturday holiday, the holiday shall not be moved to another day, i.e., it shall remain on the calendar holiday. Pay treatment for the holiday shall be in accordance with the holiday pay provisions of the Collective Bargaining Agreement. In addition to the foregoing, sub-paragraph 19.07, "Saturday Tour Differential," of the Collective Bargaining Agreement shall be applicable in accordance with its terms.

For employees not scheduled in advance to work on a Saturday holiday, another day shall be designated as their holiday, and the calendar holiday shall be a non-scheduled day. Pay treatment for that non-scheduled day shall be in accordance with the non-scheduled day pay provisions of the Collective Bargaining Agreement.

ARTICLE 25 ABSENCE

PAYMENT

25.01

- (1) An employee with two (2) or more years of net credited service at the beginning of his absence shall be paid for all incidental absence due to personal illness.
- (2) Incidental absence as referred to herein shall be understood to mean absence on scheduled working days occurring within a period of seven (7) consecutive calendar days or less beginning with the first day of absence. A day of absence as referred to herein is a day on which an employee is regularly scheduled to work as part of his basic workweek as established under Article 17 but on which he does not work because of personal illness. In no case will more than one (1) day's pay be allowed for a holiday on which an employee does not work for any reason.
- (3) When a death occurs in an employee's immediate family, the employee (regardless of net credited service date) shall be given three (3) scheduled working days off with pay beginning with the first scheduled working day on which the employee

does not report for duty. The term "employee's immediate family" shall mean the employee's mother, father, sister, brother, wife, husband, son, daughter, mother-in-law, father-in-law, grandchildren, grandmother, grandfather, relative who takes the place of a parent, or other relative living in the employee's home at the time of death.

ADMINISTRATION

25.02

- (1) Before giving an employee a warning pursuant to the Absence Control Plan, the Company shall notify verbally the steward of the employee involved. If the employee does not object, the steward may be present when the employee is given a warning. In addition, the Company agrees that before giving a final warning or a suspension prior to discharge under provisions of this Plan, it shall notify verbally the Union Local. Unless the employee objects, an official of the Local may be present when such actions are taken.
- (2) The Company will apply a seventh step to the absences of an employee with 25 or more years of net credited service.
- (3) The first step of the Absence Control Program will not be applied to an absence of an employee which occurs after a year without any absences.
- (4) Whenever an accident on the job occurs and results in absence, the Company will give consideration to not stepping the employee on the Absence Control Plan.

ARTICLE 26

CLASSIFICATION AND TREATMENT OF PART-TIME EMPLOYEES

26.01 The hours of work for part-time employees shall be assigned according to the requirements of the job and need not conform with the provisions covering the hours of work for employees.

Time worked by a part-time employee within the number of hours in a tour for a corresponding full-time employee in any day shall be paid for at the hourly rate.

26.02 Payment for overtime at one-half times the hourly rate to the part-time employee who works in excess of his regular tour of duty shall not begin until he has worked as many hours as the equivalent tour for a full-time employee.

26.03 Except for payment for overtime hours worked, all hours worked by a part-time employee in Customer Service Centers, Kiosks, Direct Marketing/Direct Response (DM/DR) Centers and any retail sales or service centers operation, shall be paid at the equivalent basic hourly rate for a comparable full-time employee working a normal daily tour in the same occupational 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.

26.04 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 results 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.)

26.05 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.

26.06 Payments to a regular part-time employee for sickness disability, accident disability, or death benefits under the NYNEX Pension Plan and Sickness Accident Disability Benefit Plan, vacations, anticipated disability leave, sickness absence (not under the NYNEX Pension Plan and Sickness 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 occupational classification and work group. A part-time employee shall not be paid for absence due to sickness (not under the NYNEX Pension Plan and Sickness Accident Disability Plan) unless such absence due to sickness occurs on a day of the week on which the employee is normally scheduled to work.

26.07 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.

26.08 Part-time employees, regardless of classification, shall be eligible for Excused Work Days on a prorata basis based upon the ratio of any such part-time employee's equivalent workweek to the normal workweek of a comparable full-time employee.

Part-time employees, regardless of classification, shall be eligible for other scheduled working days off with or without pay for which comparable full-time employees are eligible on a prorata basis based upon the ratio of any such part-time employee's equivalent workweek to the normal workweek of a comparable full-time employee.

26.09 A part-time employee who is not required to work on a holiday shall receive payment for the holiday which 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 occupational classification and work group.

26.10 In other respects not expressly provided for in this agreement, part-time employees will receive payment proportionate to that provided for the employees in this agreement.

ARTICLE 27 EMPLOYEES IN MILITARY SERVICE OR ACTIVE DUTY FOR TRAINING

27.01 A regular employee who enters the Armed Forces of the United States for active military service shall be granted a military service leave of absence for the period of his necessary absence. Voluntary extension of military service beyond four years shall not be construed as necessary absence. A regular employee who is a member of a reserve component or the organized militia of the state and enters upon active training duty for which he will receive compensation from the government will be granted a training duty leave of absence for the period of his necessary absence to participate in such training. The term "Armed Forces" as used herein shall be as defined in Section 16 of the Universal Military Training and Service Act.

27.02 An employee, either on a military service leave or absence or a training duty leave of absence and who has reemployment rights under the law and who makes application for reinstatement within the period provided in the law, will receive upon reinstatement, full service credit for the period of absence for military service or training duty.

27.03 A military service leave of absence and a training duty leave of absence will be with eligibility to death benefits and with eligibility to sickness disability benefits at the termination of the leave if the employee is then disabled but is otherwise entitled to reinstatement all in accordance with the terms of the Benefit Plan.

In death cases occurring during a military service leave of absence or training duty leave of absence, sickness death benefits, where payable, shall be based upon the term of net credited service at the time the leave was granted, plus the elapsed time of military service leave of absence to the date of death, and shall be computed at the rate of the Company pay which the employee was receiving at the time the leave began.

Sickness disability benefits, where payable, shall be based upon the net credited service at the time the leave was granted plus the elapsed time on either a military service leave of absence or training duty leave of absence to the termination of such leave and shall be computed on the basis of Company pay in effect at the time of the employee's reinstatement.

27.04 An employee on a military service leave of absence shall receive payments from the Company during the period indicated below, or the period of military service, whichever is shorter:

An employee whose net credited service at the beginning of his leave is –

- (a) Over one (1) year – payment for three (3) months.
- (b) One (1) year or less – payments for two (2) weeks.

Such payments will be at a rate equal to the amount by which the employee's total Company pay at the beginning of the leave exceeds his total government pay.

Upon completion of the payments provided in this Section 27.04, an employee who at the beginning of his leave had, and continues to have, a wife or dependent child or children under eighteen (18) years of age shall receive payments for a further period of three (3) months or the remainder of his leave for military service, whichever is shorter, at a rate equal to the amount by which his total Company pay at the beginning of his leave exceeds his total government pay.

Government pay for the purpose of this article will include basic pay, pay for special or hazardous duty, and for an employee with dependents, the difference between his quarter's allowance and the quarter's allowance established for a member of the Armed Forces of equal rank without dependents.

27.05 An employee on a training duty leave of absence will be allowed pay for only the time spent on such training duty but not to exceed the first thirteen (13) scheduled working days of such absence in any governmental fiscal year caused by a tour or tours starting in that year. Payment will be at a rate equal to the amount by which the employee's total Company pay at the beginning of the leave exceeds his total government pay. Government pay herein shall be as defined in Section 27.04. However, in computing government pay under this Section 27.05, the Company shall count only that portion of the total government weekly pay attributable to five (5) work days in each week for which the employee received government pay while on training duty leave of absence.

27.06 A regular employee who is a member of a reserve component or the organized militia of the state and who is ordered out for emergency service will receive a training duty leave of absence for the period of his necessary absence on account of such emergency service and will receive the pay treatment as provided in Section 27.05. However, if the period of emergency service should exceed thirteen (13) scheduled working days in duration, the pay treatment, if any, for such excess period shall be determined by the Company in view of the circumstances under which the services were rendered. The time spent in emergency service will not affect the employee's eligibility for treatment with respect to training duty outlined in Section 27.05.

27.07 An employee who is granted a leave of absence as provided herein will receive, if appropriate, at or before the beginning of the leave a payment equivalent to the vacation pay for any unused portion of his vacation for the current year.

27.08 An employee who received a notice to report to the Armed Forces, for active service or training duty, shall immediately present such notice to his supervisor.

ARTICLE 28 BULLETIN BOARDS

28.01 The Company agrees that the Union may post on Company bulletin boards factual and non-controversial material which a responsible representative of the Union may desire to post. If management contends posted notices are not within the spirit of this Article, the responsible Union Representative, when available, will remove such notice. However, if the Union Representative is not available, Management reserves the right to remove such material.

ARTICLE 29 FEDERAL, STATE AND LOCAL LAWS

29.01 Should any valid Federal, State or Local Law, or the final determination of any Board or court of competent jurisdiction, affect any provision of this Agreement, the provision or provisions so affected shall be made to conform to the law or determination, and otherwise the Agreement shall continue in full force and effect.

ARTICLE 30 WAIVER OR MODIFICATION

30.01 This Agreement constitutes the entire agreement between the parties, and no waiver or modification shall be effective unless signed by the parties hereto, and no such writing, applicable to any particular instance or instances shall be construed as any general waiver or modification, but shall be strictly limited to the extent and occasion specified herein.

ARTICLE 31 WAGE PRACTICES

GENERAL

31.01 Part I of Wage Rates and Progressions in this Article shows the top basic weekly wage rate for each occupational classification, by wage zone, and the reference number of the applicable wage progression table. Part II shows the composition of the wage zones. Part III shows the wage progression tables. Part IV shows the Pensions bands for each occupational classification. Part V shows the monthly Pension benefit for each Pension band.

APPLICATION OF THE WAGE PROGRESSION TABLES

31.02 Each Wage Progression Table consists of three columns headed "Rate", "Intl." (Interval) and "Amt." (Amount) respectively. The normal interval for increase consideration, in months, and the normal amount of wage increase are shown opposite the basic weekly wage rate to which they apply. Thus the normal increase treatment for any employee is determined by locating his basic weekly rate on the appropriate table.

31.03 When an employee's rate on entry into an occupational classification is between rates shown on the table, the employee normally will be increased to the next higher rate on the table in a period of time which is the same proportion to a full interval as the amount of increase is to a full progression step. However, if it would be more favorable to the employee, he shall first receive a full step progression increase in a full interval and then be adjusted to the next higher rate on the table in a proportionately shortened interval. In either event, the employee shall receive credit for any amount earned since his last progression increase under Section 31.11 of this Article.

31.04 Progression under each table ceases with attainment of the applicable top rate.

31.05 The effective date of a normal wage progression increase shall be the first day of the payroll week in which the specified interval ends. If this date falls within a period of absence exceeding seven (7) calendar days, the date of the employee's return to duty shall be the effective date, but the date determined in the first sentence shall be used as the date from which the interval for the next increase will be measured.

31.06 The number of days by which any period of continuous absence exceeds thirty (30) days shall be added to the normal time interval specified for wage progression.

31.07 Part-time employees will be given the same increase treatment as full-time employees except that the amount of wage increase shall be in proportion to the number of hours worked.

PAYMENT FOR EMPLOYEES PERMANENTLY TRANSFERRED

PERMANENT TRANSFERS INVOLVING A CHANGE IN WAGE PROGRESSION TABLE WITHOUT A CHANGE IN OCCUPATIONAL CLASSIFICATION

31.08 When an employee is permanently transferred, without change in occupational classification, from one location to another location and the applicable wage progression table for the new location provides for a higher rate at any step in that table, the employee's rate of pay shall be raised as necessary to reflect any difference, at his assumed length of service in the occupational classification, between the wage progression table applicable to the two locations.

31.09 When an employee is permanently transferred, without change in occupational classification, from one location to another location and the applicable wage progression table for the new location provides for a lower rate at any step in that table, unless required by the new top rate, the employee's rate of pay shall not be lowered, but any further wage progression shall be calculated on the same basis as though his rate had been lowered to reflect any difference, at his assumed length of service in the occupational classification, between the wage progression tables applicable to the two locations.

TEMPORARY TRANSFER INVOLVING A CHANGE IN WAGE PROGRESSION TABLES WITHOUT CHANGE IN OCCUPATIONAL CLASSIFICATION

31.10 When an employee is temporarily transferred for one or more full days, without change in occupational classification, from one location to another location and the applicable wage progression table for the new location provides for a higher rate at any step in that table, the employee shall be paid his regular weekly rate plus, for each full day worked in such location, 115 of any difference, at his assumed length of service in the occupational classification, between the wage progression tables applicable to the two locations. In no event shall the amount of the increase in a payroll week exceed the full difference between the two wage progression tables.

ASSUMED LENGTH OF SERVICE

31.11 For the purposes of Section 31.08, 31.09 and 31.10, an employee's assumed length of service in the occupational classification shall be calculated by determining the length of time required for normal progression from the minimum rate of the occupational classification to his current rate (including time spent at his current rate if less than the top rate) on the wage progression table applicable to the location from which he is being transferred.

PERMANENT TRANSFERS INVOLVING A CHANGE IN OCCUPATIONAL CLASSIFICATION ONLY

31.12 When an employee is permanently transferred from one occupational classification to another occupational classification with no change in the wage progression table required due to a change in location and if the employee's rate of pay is less than the top basic weekly rate for the new occupational classification, the normal amount of, and time interval to employee's next scheduled wage increase shall be as specified for his rate of pay in the wage progression table for his new occupational classification. Such time interval shall be measured from the date of his transfer except that, if the employee was below the top rate for his old occupational classification, he shall be allowed credit for time since his last increase, taking into account the normal amount of the next scheduled increase in his old classification.

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WAGE SCHEDULES TO COME

WAGE SCHEDULES TO COME

APPENDIX "D"

Calculation of Pension

The dollar amount for the appropriate pension band, according to the time of retirement during the contract period, is multiplied by the employee's years and months of service. When multiplied further by 12, the calculated monthly total results in the annual pension benefit amount.

MONTHLY BENEFIT TABLE FOR RETIREMENT

PB	Current	Temporary	1/1/2004 -	November 1	October 1	October 1	October 1
		Q4 2003	10/31/04	2004	2005	2006	2007
101	\$34.37	\$36.09	\$34.37	\$35.06	\$36.11	\$37.19	\$38.31
102	\$35.83	\$37.62	\$35.83	\$36.55	\$37.65	\$38.78	\$39.94
103	\$37.33	\$39.20	\$37.33	\$38.08	\$39.22	\$40.40	\$41.61
104	\$38.74	\$40.68	\$38.74	\$39.51	\$40.70	\$41.92	\$43.18
105	\$40.19	\$42.20	\$40.19	\$40.99	\$42.22	\$43.49	\$44.79
106	\$41.64	\$43.72	\$41.64	\$42.47	\$43.74	\$45.05	\$46.40
107	\$43.12	\$45.28	\$43.12	\$43.98	\$45.30	\$46.66	\$48.06
108	\$44.57	\$46.80	\$44.57	\$45.46	\$46.82	\$48.22	\$49.67
109	\$46.04	\$48.34	\$46.04	\$46.96	\$48.37	\$49.82	\$51.31
110	\$47.46	\$49.83	\$47.46	\$48.41	\$49.86	\$51.36	\$52.90
111	\$48.92	\$51.37	\$48.92	\$49.90	\$51.40	\$52.94	\$54.53
112	\$50.39	\$52.91	\$50.39	\$51.40	\$52.94	\$54.53	\$56.17
113	\$51.82	\$54.41	\$51.82	\$52.86	\$54.45	\$56.08	\$57.76
114	\$53.27	\$55.93	\$53.27	\$54.34	\$55.97	\$57.65	\$59.38
115	\$54.71	\$57.45	\$54.71	\$55.80	\$57.47	\$59.19	\$60.97
116	\$56.18	\$58.99	\$56.18	\$57.30	\$59.02	\$60.79	\$62.61
117	\$57.63	\$60.51	\$57.63	\$58.78	\$60.54	\$62.36	\$64.23
118	\$59.08	\$62.03	\$59.08	\$60.26	\$62.07	\$63.93	\$65.85
119	\$60.53	\$63.56	\$60.53	\$61.74	\$63.59	\$65.50	\$67.47
120	\$61.98	\$65.08	\$61.98	\$63.22	\$65.12	\$67.07	\$69.08
121	\$63.41	\$66.58	\$63.41	\$64.68	\$66.62	\$68.62	\$70.68
122	\$64.89	\$68.13	\$64.89	\$66.19	\$68.18	\$70.23	\$72.34
123	\$66.33	\$69.65	\$66.33	\$67.66	\$69.69	\$71.78	\$73.93
124	\$67.77	\$71.16	\$67.77	\$69.13	\$71.20	\$73.34	\$75.54
125	\$69.23	\$72.69	\$69.23	\$70.61	\$72.73	\$74.91	\$77.16
126	\$70.68	\$74.21	\$70.68	\$72.09	\$74.25	\$76.48	\$78.77
127	\$72.14	\$75.75	\$72.14	\$73.58	\$75.79	\$78.06	\$80.40
128	\$73.59	\$77.27	\$73.59	\$75.06	\$77.31	\$79.63	\$82.02
129	\$75.04	\$78.79	\$75.04	\$76.54	\$78.84	\$81.21	\$83.65
130	\$76.48	\$80.30	\$76.48	\$78.01	\$80.35	\$82.76	\$85.24
131	\$77.97	\$81.87	\$77.97	\$79.53	\$81.92	\$84.38	\$86.91
132	\$79.39	\$83.36	\$79.39	\$80.98	\$83.41	\$85.91	\$88.49
133	\$80.85	\$84.89	\$80.85	\$82.47	\$84.94	\$87.49	\$90.11
134	\$82.31	\$86.43	\$82.31	\$83.96	\$86.48	\$89.07	\$91.74
135	\$83.71	\$87.90	\$83.71	\$85.38	\$87.94	\$90.58	\$93.30

PERMANENT TRANSFERS INVOLVING BOTH A CHANGE IN LOCATION AND A CHANGE IN OCCUPATIONAL CLASSIFICATION

31.13 When an employee is permanently transferred simultaneously between locations having different applicable wage progression tables and between occupational classifications, his new rate and progression treatment shall be determined by first applying the rules applicable to "Permanent Transfers Involving a Change in Wage Progression Table Without Change in Occupational Classification" and then applying to the new situation thus created the rules applicable to "Permanent Transfers Involving a Change in Occupational Classification Only."

TEMPORARY TRANSFERS INVOLVING BOTH A CHANGE IN LOCATION AND A CHANGE IN OCCUPATIONAL CLASSIFICATION

31.14 When an employee is temporarily transferred simultaneously between locations having different applicable wage progression tables and between occupational classification, his treatment shall be determined by first applying the rules applicable to "Temporary Transfers Involving a Change in Wage Progression Table Without Change in Occupational Classification" and then applying to the new situation thus created the rules applicable to "Wage Treatment for Promotions or Assignments."

ARTICLE 32 AGENCY SHOP ¹

32.01 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 after 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.

¹ Where permitted by law.

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

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

ARTICLE 33 TERMINATIONS

33.01 The Local Union shall be notified verbally as soon as possible, but not later than ten (10) calendar days after the Company terminates the employment (other than by retirement with pension) of an employee with more than one (1) year of net credited service following the expiration of the maximum benefits for his length of service provided for in the "NYNEX Pension Plan" and "Sickness and Accident Disability Benefit Plan."

33.02 Failure to give notice in accordance with the provisions of the preceding paragraph shall not constitute the basis for sustaining a grievance with respect to a termination of employment.

ARTICLE 34 INSPECTION OF EMPLOYEE RECORD

34.01 Once each year an employee may inspect the appraisals of his performance as an employee, or entries in his personal record with respect to absence or tardiness. Also on reasonable notice and at reasonable intervals, a Local Union Officer or International Union Representative may inspect the items in an employee's record referred to above if such Local Union Officer or International Union Representative has the employee's written consent to do so.

ARTICLE 35 NON-DISCRIMINATION

35.01 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 he or she is handicapped, a disabled veteran or a veteran of the Vietnam Era.

ARTICLE 36 SPECIAL CITY ALLOWANCE

36.01 An employee whose assigned work location on a particular day is within the central area of New York City, as such area is described below, will be paid a Special City Allowance of \$1.80 for each day he works after reporting at such assigned work location.

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 purposes nor enter into the computation of any payments under the "NYNEX Pension Plan" and "Sickness and Accident Disability Benefit Plan" or any other fringe benefits or differentials. *

* An employee must work more than 50% of a 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 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 the day.

Assigned work locations within the following designated locations qualify, subject to the above provisions, for the Special City Allowance: Boroughs of Bronx, Brooklyn, Manhattan, Queens and Staten Island.

36.02 Effective August 9, 1992, the Special City Allowance shall be increased to \$2.70 for each day outlined in Article 36.01.

Effective August 7, 1994, the Special City Allowance shall be increased to \$3.60 for each day outlined in Article 36.01.

* Effective November 1, 1991, the Company will amend the Pension Plan to provide that "Special City Allowances" are included in the calculation of the Supplemental Monthly Pension Benefit under Section 4.2(c) (iv) of the Pension Plan.

ARTICLE 37 COPIES OF CONTRACT

37.01 Effective with this Agreement the Company shall be responsible for providing a copy of the contract to each Union eligible employee.

ARTICLE 38 SAFETY

38.01 The Company will continue to make reasonable provision for the safety and health of its employees during the hours of their employment, and the employees will be expected to cooperate with the Company.

38.02 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 principals 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.

38.03 **To achieve the above principles, the Company and Union agree to establish an advisory committee on health and safety principles at the Company headquarters level. The Committee shall be statewide and shall consist of not more than eight (8) representatives of the Company and not more than eight (8) Union representatives designated by the CWA International. This committee shall meet from time to time as required but at least six (6) times per year. The Committee shall be co-chaired by one representative selected by the Company and one by the Union. In addition, the Company and the Union shall confer as needed on health and safety principles.**

Where mutually agreed to by the parties to this Agreement, the Company and the Union may establish additional safety committees below the headquarters level, as needed, to discuss health and safety issues at a more local level. The number of representatives serving on these committees will be determined by the Company and the Union and will be comprised of an equal number of representatives from each party.

38.04 In connection with any safety activities, the Company agrees to reimburse only for the time spent by active employees during the employee's scheduled tour for attendance at such committee meetings and for traveling to and from such committee meetings at his regular straight time rate of pay.

38.05 In the event that an employee is involved in a serious accident or is seriously injured as defined by the Company's Compliance Center ("the Center"), the Center will notify each local Union as soon as practicable after the Center notifies Corporate Safety. The Center will provide each local with the name of the employee, the location

of the accident, the employee's primary work location, and a brief description of the accident. The Center will take all reasonable steps necessary to provide this notice to the locals; however, failure to provide this notice will not serve as the basis for any arbitration. Nothing in this paragraph shall preclude the Union from filing a grievance if the Company fails to provide notification on multiple occasions or violates some other provision of the collective bargaining agreement.

ARTICLE 39 EXCUSED WORK DAYS

39.01 Each Regular employee who has at least six (6) months of net credited service on January 1st of any calendar year shall be eligible for four (4) Excused Work Days with pay and one (1) Excused Work Day without pay during that calendar year.

39.02 Employees who do not work on their paid Excused Work Day shall be paid for the day as if for a normal or standard day worked (excluding any wage incentive or productivity payments) provided they are on the active payroll of the Company on that Excused Work Day.

39.03 One paid Excused Work Day in each calendar year may be designated by the Company for employees in an administrative work group (as designed by the Company) or in any larger group, including the entire Company. Employees (except occasional employees) in any such group for which an Excused Work Day is designated by the Company and who are not otherwise eligible for a paid Excused Work Day shall be excused and paid for such designated day as set forth in Section 39.01, provided they are on the active payroll of the Company on the designated Excused Work Day.

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

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

- (a) Employees who agree to work before the work schedule becomes fixed shall receive one day's pay as set forth in Section 39.02 in lieu of their Excused Work Day and shall in addition be paid in accordance with the provisions of the Collective Bargaining Agreement covering work on a scheduled day of work.

- (b) Employees who agree to work after the work schedule becomes fixed shall receive one day's pay as set forth in Section 39.02 in lieu of their Excused Work Day and shall in addition be paid in accordance with the provisions of the Collective Bargaining Agreement covering work on a non-scheduled day.
- (c) Time worked by an employee on his or her Excused Work Day shall be considered time worked on a regularly scheduled day of work for all purposes, except as is otherwise expressly provided in this Article.

39.06 In each calendar year, the Company shall grant an employee's request, made on short notice*, to take one of the employee's paid or unpaid Excused Work Days, either as a full day or as two (2) half days.

39.07 In addition to the short notice Excused Work Day in Section 39.06, the Company shall grant an employee's request, made on short notice*, to take one or two of the employee's paid or unpaid Excused Work Days, either as full days or a half days, or a combination thereof, for family commitments.

* Short notice means that an employee will give their Supervisor as much notice as possible under the circumstances. In all cases the notice must be given before the start of the day or half-day from which the employee wishes to be excused.

ARTICLE 40 INCOME PROTECTION PLAN

40.01 If during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus in any occupational classification in a work location which will necessitate layoffs or involuntary permanent reassignments of regular employees to different occupational classifications 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 in the affected occupational classifications and work locations 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 Protection payments described in this Article subject to the following conditions:

- (a) The Company shall determine the occupational classifications and work locations in which a surplus exists, the number of employees in such occupational classifications 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) If the Company deems it appropriate, it may offer to regular employees, in occupational classifications in which a surplus does not exist, the opportunity to leave the service of the Company pursuant to this Article. The occupational classifications, job locations and the number of employees to receive the offer will be determined by the Company. Such offer to each employee shall be conditioned on the Company's obtaining a qualified replacement acceptable to the Company for that employee from the employees in surplus occupational classifications. Employees who accept voluntary downgrades will have their pay reduced over a period of time, as provided for in Article 41, Reassignment Pay Protection Plan.

The provisions of this paragraph (b) will not be implemented by the Company unless and until regular employees in the surplus occupational classifications and work locations have had an opportunity to elect to leave the service of the Company pursuant to paragraph (a) above. The transfer provisions of this paragraph are separate from and not governed by the transfer and vacancy provisions of this Agreement:

- (c) The total number of employees who may make such election under paragraphs (a) and (b) combined shall not exceed the number of employees determined by the Company to be surplus.
- (d) An employee's election to leave the service of the Company and receive Income Protection benefits must be in writing and transmitted to the Company within thirty (30) days from the date of the Company's offer in order to be effective and it may not be revoked after such thirty (30) day period.

40.02 The Company will pay Income Protection payments in amounts specified in the Income Protection tables to employees who elect to either leave the service of the Company in accordance with the provisions of Section 40.01 above, or be separated from the payroll in accordance with the provisions of Article 42, Force Adjustment Plan, or leave the service of the Company in accordance

with the provisions of Section 44.02(b) of Article 44, NYNEX Job Bank. Payments will be based on the employee's pension band and full years of net credited service as of the effective date of termination of employment (prorated for any period of time during which the employee was employed on a part time basis).

40.03 Monthly Income Protection payments for an employee who so elects in accordance with Section 40.01 shall begin within one month after such employee has left the service of the Company as specified in the Income Protection tables. In addition to the monthly payments, if any, the Company will pay a lump sum payment in amounts specified in the tables. Such lump sum payments will be made within sixty (60) days after the employee leaves the service of the Company.

40.04 In no event shall the Income Protection payments (including any lump sum payment) exceed the equivalent of twice the employee's annual compensation at the basic weekly wage rate (or its equivalent) received during the year immediately preceding the termination of service.

To the extent necessary, Income Protection payments shall be reduced so that total payments do not exceed the equivalent of twice the employee's annual compensation at the basic weekly wage rate (or its equivalent) for the year immediately preceding the termination of service.

40.05 As used in this Article, "annual compensation at the basic weekly rate (or its equivalent)" or "basic weekly wage rate (or its equivalent)" do not include tour or temporary differentials, overtime pay, or other extra payments.

40.06 Any payments to a recipient hereunder will cease permanently upon the happening of any of the following:

- (a) Re-employment of the recipient by the Company;
- (b) Employment of the recipient by a NYNEX affiliate or subsidiary company;
- (c) Engagement by or employment of the recipient in a business or enterprise which competes directly with a NYNEX affiliate or subsidiary company.

40.07 No termination, separation, layoff or similar allowances shall be paid to any employee who elects to leave the service of the Company or be separated from the payroll and receive Income Protection Payments pursuant to this Article

INCOME PROTECTION TABLE PENSION BANDS 101 - 110

Full Years of Net Credited Service	Number of Monthly Payments	Monthly Amount	Lump Sum Payment
Less than 3 years	0	0	3680
3	0	0	4890
4	0	0	6095
5	0	0	7300
6	0	0	8505
7	8	103	8885
8	12	169	8885
9	16	202	8885
10	20	223	8885
11	24	235	8885
12	30	229	8885
13	36	224	8885
14	42	221	8885
15	48	219	8885
16	48	244	8885
17	48	268	8885
18	48	294	8885
19	48	323	8885
20	48	354	8885
21	48	360	8885
22	48	366	8885
23	48	371	8885
24	48	376	8885
25	48	381	8885
26	48	386	8885
27	48	391	8885
28	48	398	8885
29	48	403	8885
30 and over	48	408	8885

Note: To insure that we remain in complete compliance with ERISA regulations. For employees who, on the effective date of termination of employment, are age 63 or over and whose number of monthly payments are thirty (30) or more:

- Divide the number of monthly payments by two (2) to determine the new number of monthly payments.
- Multiply the monthly amount by two (2) to determine the new monthly amount.
- Lump sum payment remains unchanged.

INCOME PROTECTION TABLE PENSION BANDS 111 - 117

Full Years of Net Credited Service	Number of Monthly Payments	Monthly Amount	Lump Sum Payment
Less than 3 years	0	0	4445
3	0	0	5710
4	0	0	6980
5	0	0	8250
6	4	159	8885
7	8	239	8885
8	12	264	8885
9	16	278	8885
10	20	286	8885
11	24	291	8885
12	30	276	8885
13	36	282	8885
14	42	291	8885
15	48	299	8885
16	48	344	8885
17	48	384	8885
18	48	386	8885
19	48	391	8885
20	48	396	8885
21	48	403	8885
22	48	408	8885
23	48	413	8885
24	48	418	8885
25	48	423	8885
26	48	429	8885
27	48	434	8885
28	48	440	8885
29	48	445	8885
30 and over	48	450	8885

Note: To insure that we remain in complete compliance with ERISA regulations. For employees who, on the effective date of termination of employment, are age 63 or over and whose number of monthly payments are thirty (30) or more:

- Divide the number of monthly payments by two (2) to determine the new number of monthly payments.
- Multiply the monthly amount by two (2) to determine the new monthly amount.
- Lump sum payment remains unchanged.

INCOME PROTECTION TABLE PENSION BANDS 118 and OVER

Full Years of Net Credited Service	Number of Monthly Payments	Monthly Amount	Lump Sum Payment
Less than 3 years	0	0	5080
3	0	0	6345
4	0	0	7615
5	0	0	8250
6	4	318	8885
7	8	318	8885
8	12	318	8885
9	16	318	8885
10	20	318	8885
11	24	349	8885
12	30	360	8885
13	36	368	8885
14	42	375	8885
15	48	381	8885
16	48	429	8885
17	48	434	8885
18	48	440	8885
19	48	445	8885
20	48	450	8885
21	48	455	8885
22	48	461	8885
23	48	466	8885
24	48	471	8885
25	48	476	8885
26	48	481	8885
27	48	486	8885
28	48	493	8885
29	48	498	8885
30 and over	48	503	8885

Note: To insure that we remain in complete compliance with ERISA regulations. For employees who, on the effective date of termination of employment, are age 63 or over and whose number of monthly payments are thirty (30) or more:

- Divide the number of monthly payments by two (2) to determine the new number of monthly payments.
- Multiply the monthly amount by two (2) to determine the new monthly amount.
- Lump sum payment remains unchanged.

ARTICLE 41

REASSIGNMENT PAY PROTECTION PLAN

41.01 If, because of force surplus adjustments, employees are assigned to vacancies where the rate of pay of the new job is less than the current rate of the employee's regular 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 job.

0 - 5 YEARS

Weeks 1 through 30	- No Reduction
Weeks 31 through 34	- 1/3 Reduction
Weeks 35 through 38	- 2/3 Reduction
Weeks 39 & thereafter	- Full Reduction

5 - 12 YEARS

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

12 + YEARS

First Three (3) Years *	- No Reduction
Fourth Year Schedule:	
Weeks 1 through 4	- No Reduction
Weeks 5 through 8	- 1/3 Reduction
Weeks 9 through 12	- 2/3 Reduction
Week 13 & thereafter	- Full Reduction

* During the three year period following the effective date of the assignment the employee shall continue to be paid while 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 assignment. Such employee, however, shall receive any increases in pay in amounts which are applicable for a comparable employee in the lower rated job to which assigned.

ARTICLE 42 FORCE ADJUSTMENT PLAN

A surplus condition may be declared by the Company in an occupational classification and Force Adjustment Area. The Company shall notify the Union in writing of any declared surplus condition and shall provide the Union with the occupational classification and Force Adjustment Area affected, together with the names, titles, net credited service dates, and work locations of all employees in the affected occupational classification. If the surplus condition is confined to a particular Involuntary Transfer Area, the Company shall so advise the Union. The Company shall also notify the Union in writing whether the surplus condition is caused by Process Change or by an External Event as those terms are defined in the letter of agreement dated April 3, 1994. If the surplus condition is caused by Process Change, the provisions of paragraphs 8(b) and 10 shall not be implemented. If the surplus is caused by an External Event, the Company may implement paragraphs 8(b) and 10. Thereafter, the Company shall take the following steps, in the order indicated below, in each case to the extent necessary to eliminate the surplus condition.

42.01 The Company shall offer to regular employees in the surplus occupational classification and Force Adjustment Area (as defined in Paragraph 11 of this Article) the opportunity to fill vacancies in jobs in any Company bargaining unit, having the same or a lower basic weekly wage rate, within any Force Adjustment Area that encompasses the location of their present job. Employees will have seven days to volunteer for such vacancies. Volunteers who are qualified, test qualified, or become test qualified during the seven day period will be accepted in order of their net credited service to the extent necessary to eliminate the surplus condition. In addition, such surplus employees will, for the duration of the Force Adjustment Plan process, be given priority consideration for vacancies they apply for in accordance with the NYNEX Job Bank provisions.

42.02 (DELETED)

42.03

- (a) If the implementation of the above steps does not relieve the surplus, the Company shall offer to regular employees in the surplus occupational classification within the Force Adjustment Area in which the surplus has been declared the opportunity to leave the service of the Company and receive Income Protection payments in amounts set forth in the collective bargaining agreement, unless the surplus condition is confined to a particular Involuntary Transfer Area, in which

case such opportunity will be offered only to such employees within such area. Volunteers will be accepted in order of their net credited service to the extent necessary to eliminate the surplus condition.

- (b) An employee's election to leave the service of the Company and receive Income Protection payments must be in writing and transmitted to the Company within fifteen (15) days from the date of the Company's offer in order to be effective and it may not be revoked after such fifteen (15) day period.

42.04 (DELETED)

42.05

- (a) If the implementation of the above steps does not eliminate the surplus condition, the Company shall offer to regular employees in non-surplus occupational classifications the opportunity to leave the service of the Company and receive Income Protection payments in amounts set forth in the collective bargaining agreement. The occupational classifications, work locations and number of employees to receive the offer will be determined by the Company after taking into consideration input from the Employee Placement Team. Such offer to each employee shall be conditioned on the Company's obtaining a qualified voluntary replacement from surplus employees in the surplus occupational classification within the Force Adjustment Area. If the Company cannot obtain a qualified replacement for an employee outside the Force Adjustment Area or in a non-surplus occupational classification, it will seek a replacement who is test qualified, and failing that, one who becomes test qualified by the end of the election period. Volunteers will be accepted in order of their net credited service to the extent necessary to eliminate the surplus condition.
- (b) An employee's election to leave the service of the Company and receive Income Protection payments must be in writing and transmitted to the Company within fifteen (15) days from the date of the Company's offer in order to be effective and it may not be revoked after such fifteen (15) day period.

- (c) The Company may, at its option, offer Income Protection payments under paragraphs 3(a) and (b) and 5(a) and (b), above, simultaneously. If it does, it shall first accept volunteers from within the surplus occupational classification and Force Adjustment Area to the extent necessary to eliminate the surplus condition.

42.06 If the implementation of the above steps does not eliminate the surplus condition, the Company shall offer job sharing to regular employees in the surplus occupational classification and Force Adjustment Area in accordance with the Letter of Agreement on Job Sharing.

42.07

- (a) If the implementation of the above steps does not eliminate the surplus condition, the Company shall establish a list of jobs ("job list") comprised of all job openings that would exist if the Company:
 - (1) terminated all temporary and occasional employees (except as provided in the Letter of Agreement regarding temporary employees with less than two months remaining in their term of employment); and
 - (2) eliminated the contracting out of all traditional telephone work within the occupational classification and Force Adjustment Area in which the surplus condition exists and which the Company is equipped to perform.
- (b) The Company shall offer the opportunity to volunteer for the openings on the job list to all employees who are in the surplus occupational classification within the Force Adjustment Area in which the surplus condition exists. Employees shall have seven days to volunteer, and may volunteer for as many openings on the job list as they choose.
- (c) Volunteers will be assigned by seniority to an opening for which they have volunteered and are qualified, test qualified, or become test qualified within the seven day period, and, in the case of an opening to be created by the elimination of contracting out, for which they are already trained or can be trained within a limited training period not to exceed one month.

- (d) The Company, to the extent necessary to eliminate the surplus condition, shall terminate temporary employees as provided in paragraph 7(a)(1) and eliminate contracting out as provided in paragraph 7(a)(2) to provide the job openings to be filled by volunteers as provided in paragraph 7(c).

42.08

- (a) If the implementation of the above steps does not eliminate a surplus condition resulting from Process Change, the Company will transfer employees in the surplus occupational classification and Force Adjustment Area, in inverse order of their net credited service and to the extent necessary to eliminate the surplus condition, to jobs within their Involuntary Transfer Area and the provisions of paragraphs 8 (b) and 10 shall not be implemented.
- (b) If the implementation of the above steps does not eliminate a surplus condition resulting from an External Event, the Company shall transfer employees in the surplus occupation classification and Force Adjustment Area, in inverse order of their net credited service and to the extent necessary to eliminate the surplus condition, to vacancies in any Company bargaining unit, for which they are qualified, test qualified, or become test qualified within seven days, first within the employees' Involuntary Transfer Area (as set forth in Paragraph 12), and then, if the surplus condition has not been eliminated, outside the employees' Involuntary Transfer Area.
- (c) Any such employee who is to be transferred as provided in 8(a) or (b), may elect to terminate his employment prior to such transfer pursuant to the following:
 - (1) If any employee elects not to accept such transfer, the Company shall offer to such regular employees Income Protection payments as provided for in amounts set forth in the collective bargaining agreement for a period of seven days. An employee's election to leave the service of the Company and receive Income Protection Payments must be in writing and transmitted to the Company within that seven (7) day period and it may not be revoked after that period. Such employees who elect to accept the Income Protection Payments shall terminate

their service and leave the payroll of the Company at the close of that seven (7) day period. All employees who volunteer during such period will be accepted.

42.09 For purposes of this Article, the wages of any employees who are transferred, voluntarily or involuntarily, to jobs having lower basic weekly wage rates shall be green circled, that is, they will receive the wage rate applicable to their previous jobs, together with any negotiated wage increases, until the expiration of the agreement.

42.10 If the implementation of the above steps does not eliminate the surplus, and if at least 45 days has elapsed from the notification of a surplus condition pursuant to this Article, the Company shall lay off employees in the occupational classifications, layoff areas, and order provided for in the layoff provisions of this Agreement.

42.11 For purposes of this Article, the following Force Adjustment Areas are established:

1. New York City
2. Long Island
3. Mid-State
4. Northeast Area
5. Central Area
6. Western Area

42.12 For purposes of this Article, the following Involuntary Transfer Areas are established:

1. Long Island
2. New York City

3. Westchester, Rockland and Putnam Counties, parts of Dutchess County (including Patterson, N.Y.) and parts of Orange County (including Greenwood Lake, Tuxedo and West Point) and Greenwich, Connecticut.
4. Mid-State Area (excluding the counties of Westchester, Rockland and Putnam, parts of Dutchess County (including Patterson, N.Y.) and parts of Orange County (including Greenwood Lake, Tuxedo and West Point) and Greenwich, Connecticut).
5. Capital Area (the boundaries of Locals 1116 and 1118, and the portion of Local 1127 north to, and including Warrensburg).
6. Northern Area (the portion of Local 1127 north of Warrensburg, the portion of Local 1128 in the Northeast Area, and the boundaries of Local 1129).
7. North Central Area (the boundaries of Local 1124 and the portions of Local 1128 in the Central Area).
8. Mid-Central Area (the boundaries of Locals 1114, 1123, and 1126).
9. South Central Area (the boundaries of Local 1111).
10. Western Area

The geographic boundaries of the Local Unions listed above shall be those that exist on the effective date of this Agreement.

NYNEX employees who work in Oneonta and Olean shall not be transferred involuntarily if the transfer would require a change in residence.

ARTICLE 43

EXPEDITED ARBITRATION

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

43.02 As soon as possible after this Agreement becomes final and binding, a panel of three umpires shall be selected by the parties. Each umpire shall serve until the termination of this Agreement unless his or her services are terminated earlier by written notice from either party to the other. The umpire shall be notified of his or her termination by a joint letter from the parties. The umpire shall conclude his or her services by settling any grievance previously heard. 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.

43.03 The procedure for expedited arbitration shall be as follows:

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

- (c) The hearing shall be informal without formal rules of evidence and without a transcript. However, the umpire shall be satisfied himself or herself that the evidence submitted is of a type on which he or she can rely, that the hearing is in all respects a fair one, and that all facts necessary to a fair settlement and reasonably obtainable are brought before the umpire.
- (d) Within five (5) working days after the hearing, each party may submit a brief written summary of the issues raised at the hearing and arguments supporting its position. The umpire shall give his or her settlement within five (5) working days after receiving the briefs. He or she shall provide the parties a brief written statement of the reasons supporting his or her settlement.
- (e) The umpire's settlement shall apply only to the instant grievance, which shall be settled thereby. It shall not constitute a precedent for other cases or grievances and may not be cited or used as a precedent in other arbitration matters between the parties unless the settlement or a modification thereof is adopted by the written concurrence of the representatives of each party 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 44 JOB BANK

44.01 Each Company will submit vacancies to a centrally administered Job Bank. These vacancies will be published and held open for applications by employees in any other Company for the same two-week period as SPVs are held open for such jobs. Each Company will first attempt to fill any vacancies from within that Company, using existing provisions and procedures, including those governed by collective bargaining agreements, if any.

44.02 Using qualifications to evaluate applicants that are in all respects identical to qualifications used to evaluate applicants from outside the Company, vacancies shall be filled in the following order: (1) surplus employees who submitted applications during the two-week period in order of net credited service, (2) other employees who submitted applications during the two-week period in order of net credited service, and (3) applicants from outside the Company.

ARTICLE 45 FOUR-DAY WORKWEEK

45.01 The Union and Company recognize that in certain administrative work units or work groups it may be beneficial to the employees and in the best interest of the business to establish a four-day schedule as a normal workweek. Accordingly, where the parties agree, the number of hours which presently constitute a normal five-day workweek schedule may be scheduled in equal amounts over four consecutive days.

45.02 No daily overtime payment shall be made for any of the hours worked which constitute the normal workweek even though

scheduled over four days. No differential payments for evening and night work shall be made unless some or all of the hours which would otherwise constitute a normal workday if scheduled over five days fall within the period of time for which such differential is paid, in which event differential payments shall be made in accordance with the agreement.

45.03 Subject to the above, and before implementing a four-day schedule in any work group, Management and the Union will establish the parameters and implementation procedures for such four-day workweek.

ARTICLE 46 TRAINING AND RETRAINING PROGRAMS

GENERAL

46.01 In the present environment of fast-paced technological developments and structural changes, the parties recognize the benefits in offering to employees training and retraining for personal or career development or in the event their existing jobs are displaced. The Company will offer, at Company expense, training and retraining programs to its employees for personal or career development and to employees being displaced to qualify for job vacancies as anticipated by the Company.

46.02 The Personal or Career Development Training and the Job Displacement Retraining Programs contemplated by this provision will be generic in nature and separate and distinguished from the current job specific training instruction.

PERSONAL OR CAREER DEVELOPMENT TRAINING

46.03 Personal or Career Development Training Programs will be designed as an educational self-development aid to assist regular employees in their personal development or preparing themselves for career progression opportunities or job changes within the Company.

46.04 Training under such program will be generic in nature as opposed to the job specific and will cover:

- (a) Technical skills (basic electronics, transmission theory, computer concepts, electronic logic, fiber optics, etc.).
- (b) Sales skills (interpersonal relationships, oral

communications, effective writing, marketing concepts, sales techniques, etc.).

- (c) Clerical skills (typing, VDT operation, data entry, computer literacy and operation, etc.).
- (d) Other fundamental skills (basic mathematics, skillful reading, vocabulary development, grammar and usage, etc.).

46.05 The Company will provide a sufficient number of Training/Retraining Manuals for use by employees who participate in the program. Manuals will include:

- (a) A basic explanation of qualifying tests (how to prepare for, typical contents, sample questions, etc.).
- (b) Home study and developmental study program outlines.
- (c) List of approved courses and facilities offering such courses.
- (d) Educational counseling availability.

46.06 Any regular employee with at least one (1) year of net credited service will be eligible to participate in such training program under the terms of such program.

46.07 Participation by employees in the personal or career development training program will be voluntary, and time spent by employees in such training will be outside scheduled working hours and not paid or considered as time worked for any purpose.

46.08 Successful completion by an employee of any training or courses offered pursuant to such program will be taken into account by the Company when considering the employee for an upgrade or transfer.

JOB DISPLACEMENT TRAINING

46.09 Job Displacement Training Programs will be designed and will be offered to regular employees whose jobs are being displaced or whose jobs are being restructured to a wage schedule with a lower maximum wage rate in order to enhance the ability of such employees to qualify for anticipated non-management job vacancies within the Company.

46.10

Participation in the Job Displacement Training Program will be voluntary. The program will consist of three parts:

- (a) Skills and Interests Inventory. A means of identifying employee's skills and interests. Employees will complete and submit a skills and interests inventory form to the Company. The inventory will be evaluated and, where appropriate, enhancement training will be recommended.
- (b) Enhancement Training. Generic training (mathematics, English, reading comprehension, basic electricity/ electronics, typing computer concepts, etc.) intended to strengthen employees' skills so as to enhance their ability to qualify for anticipated non-management job openings within the Company. Employees will be advised of approved courses, including home study courses and approved training facilities. Time spent by employees in such training will be outside of 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 the employees to receive such training during working hours.
- (c) Job Displacement Training Seminar. Those employees who participate in the Skills and Interests Inventory will be given the opportunity to attend a seminar. Time spent by employees at the seminar will be during scheduled working hours. The seminar will generally include one or more of the following:
 - (1) Job exhibits which will provide information and basic requirements, including physical requirements, for anticipated job vacancies within the Company.
 - (2) An overview of the various procedures available to employees who wish to apply for job vacancies.
 - (3) A basic explanation of qualifying tests (how to prepare for, typical contents, sample questions, etc.).
 - (4) Home study and developmental study program outlines.
 - (5) List of approved courses and facilities offering such courses.

- (6) An overview of additional educational self development opportunities available to employees, through technical school and community college programs, etc.
- (7) When the Company determines it appropriate, field visits and/or follow up individual or group counseling.

TRAINING ADVISORY BOARD

46.11 Recognizing that Training and Retraining activity is conducted on a contract basis by the New York Telephone Company for the Company and that the Union and the New York Telephone Company participate in a joint Training Advisory Board, the Union and the Company will be guided by the activities of such Training Advisory Board.

CONCLUSION

46.12 Personal or Career Development Training Programs, Training/Retraining manuals and Job Displacement Training Programs offered under the provisions of this Article may be revised at the sole discretion of the Company.

46.13 Nothing in these programs will supersede the applicable promotion or transfer provisions of this Agreement.

ARTICLE 47 MOTOR VEHICLE USAGE PROGRAM

47.01 A Motor Vehicle Usage Program will be established to provide, in those administrative work units where implemented, that employees who participate will be assigned a motor vehicle for use in their work and for traveling between their work locations and places of residence or other designated places for the vehicle storage.

47.02 The Motor Vehicle Usage Program will be implemented only within administrative work units where some or all of the employees normally use a Company-provided motor vehicle in order to perform their work. The decision to implement the program within any such administrative work unit will be within management's discretion.

47.03 When the Motor Vehicle Usage Program is introduced within an administrative work unit all employees within that unit who normally use a Company-provided motor vehicle in the performance of their work assignment will be eligible to participate. Participation by any such employees will be on a voluntary basis. If an employee elects not to participate, management will determine where the motor vehicle assigned to that employee is to be stored and that location will become the employee's work reporting location.

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

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

47.06 For employees who participate in the Motor Vehicle Usage Program, a work reporting area will be established on a local basis before implementation. Such work reporting area will be designed so as to serve the interests of the customer, reasonably accommodate the employee, and be satisfactory to management and the Union. The work reporting area normally will be a circle. In large congested metropolitan locations or where natural barriers render a circular work reporting area impractical, other suitable parameters will be established.

47.07 Each participating employee will be expected to begin and end the work tour at any assigned location within the established work reporting areas. Prior to implementation of the program, the Company and Union will determine a method of compensation for employees who begin or end a work tour outside an established work reporting areas.

ARTICLE 48 EXTENDED MEDICAL COVERAGE

48.01 Regular employees who are not eligible for a service pension and (i) whose employment is terminated as a result of layoff or application of the force adjustment plan; or (ii) who elect to leave the service of the Company pursuant to the provisions of the Income Protection Plan, shall continue to remain eligible for coverage up to eighteen (18) months under the NYNEX Medical Expense Plan, the NYNEX Alternate Choice Plan or their successor plans, as follows:

- (a) An employee whose net credited service is five (5) years or more will be eligible for coverage at Company expense for a period of six (6) months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional twelve (12) months at the employee's expense by paying the monthly premium amount.
- (b) An employee whose net credited service is at least one (1) year but less than five (5) years will be eligible for coverage at Company expense for a period of three (3) months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional fifteen (15) months at the employee's expense by paying the monthly premium amount.
- (c) An employee with less than one (1) year of net credited service who is eligible for coverage at the time of termination of employment may elect to continue such coverage at the employee's expense for a period of eighteen (18) months following the month in which employment is terminated by paying the monthly premium amount.

48.02 The extended medical coverage shall be on the same basis and in the same amount to which the employee or the employee's dependent(s) was entitled immediately prior to the employee leaving the service of the Company. If during the period of any extended medical coverage, as set forth above, the medical expense coverage is changed for employees who remain on the payroll, the same changes will be applied to persons participating in this extended medical coverage program.

ARTICLE 49 POSTING AND BIDDING

VACANCY OPENINGS

49.01 Management determines when a vacancy exists. Vacancies shall be filled in accordance with the provisions of this article.

POSTING OF VACANCIES

49.02 Vacancies in occupational classifications as referred to in Article 31, shall be posted on Company bulletin boards for fifteen (15) calendar days. The posting shall indicate the number of vacancies, work location, occupational classification title, initial tour assignment, posting-closing dates, and name and address of the person to whom application should be submitted.

POSTING LOCATIONS

49.03 Job vacancies shall be posted at all Company work locations within the area affected (Upstate or Downstate, as defined in Article 2.03).

ELIGIBILITY

49.04 To bid for posted vacancies, employees must meet the following requirements:

- (1) Must be regular full time or part time non-management employee.
- (2) Must be temporary full time or part time non-management employee.
- (3) Must be 12 months or more in current occupational classification, unless mutually agreeable between the Company and the Union.

Exception: To bid for posted vacancies in the Materiel Systems Technician occupational classification, employees must have 12 months or more in the Materiel Equipment Technician occupational classification.

APPLICATION

49.05 Application shall be forwarded by U. S. Mail directly to the reply location indicated on the posting and must be postmarked no later than the closing date.

SELECTION

49.06

- (1) Consistent with the needs of the business, the filling of posted vacancies shall be determined by selecting the senior best qualified applicant as follows:
 - (a) From regular employees within the bidding area where the vacancy occurs.
 - (b) From regular employees outside the bidding area where the vacancy occurs.
 - (c) From temporary employees within the bidding area where the vacancy occurs.
 - (d) From temporary employees outside the bidding area where the vacancy occurs.
 - (e) From regular full time Plant employees.
 - (f) New Hires.
- (2) The Company reserves the right to withhold the award of bid, due to poor work performance or an unsatisfactory attendance record.
- (3) Any travel, moving or other expense incurred by an employee transferred under this Article shall be at the employee's expense.
- (4) In the event the Company determines that posted vacancies cannot be filled by the posting and bidding procedures set forth in this Article, the Company shall have the right to hire new employees to fill such vacancies.

- (5) Grievance procedures and Arbitration procedures where applicable relating to lateral moves, promotions and downgrades within the bargaining unit shall be in accordance with such procedures in effect in the Collective Bargaining Agreement.

NOTICE OF AWARD

49.07 Notice of award shall be furnished to the successful applicant and the local union business office. The notice shall be posted within the bidding area. It is expected that the successful applicant will be transferred to fill the vacancy within thirty (30) calendar days from the date of notice of award.

WAGE TREATMENT

49.08 Wage treatment shall be described in Article 9 (Wage Treatment for Promotions or Assignments).

ARTICLE 50 WORK AND FAMILY

DEPENDENT CARE SPENDING ACCOUNT PLAN

50.01 The Dependent Care Spending Account Plan is hereby incorporated by reference as part of this Agreement.

50.02 All questions arising in connection with the Dependent Care Spending Account Plan are specifically excluded from the grievance and arbitration procedures outlined in Articles 11 and 12 of this Agreement.

EDUCATION LOAN PROGRAM

50.03 The Education Loan Program is hereby incorporated by reference as part of this Agreement.

50.04 All questions arising in connection with the Education Loan Program are specifically excluded from the grievance and arbitration procedures outlined in Articles 11 and 12 of this Agreement.

ADOPTION REIMBURSEMENT PROGRAM

50.05 The Adoption Reimbursement Program is hereby incorporated by reference as part of this Agreement.

50.06 All questions arising in connection with the Adoption Reimbursement Program are specifically excluded from the grievance and arbitration procedures outlined in Articles 11 and 12 of this Agreement.

FAMILY CARE LEAVE

50.07 Family Care will be administered as follows:

- (1) The purpose of the leave shall be to care for a seriously ill family member.
- (2) The leave, if for more than 30 days, shall be subject to the approval of the Company's Benefit Committee. The leave, if for 30 days or less, shall be subject to the approval of the employee's department.
- (3) The leave for family care shall be without pay and shall be for a total of 24 months during a 10-year period.
- (4) The employee shall be guaranteed reinstatement to the same job or one of similar status and pay at the end of each segment of the leave.
- (5) The employee shall be required to present evidence to the satisfaction of the Company's Benefit Committee or employee's department, of serious illness of the family member, the expected duration of the illness and the need for the employee's absence.

50.08 For purposes of this leave, "family member" shall mean:

spouse,	sister,
child,	parent or parent-in-law,
grandchild,	grandparent or
brother,	grandparent-in-law, and

any other relative who takes the place of a parent or who

is living in the employee's home.

"Child" includes biological and adopted children, stepchildren who reside in the household and children who reside in the household for whom the employee or the employee's spouse is the legal guardian.

50.09 While on leave, benefit coverage for eligible employees shall, to the extent provided to similar active employees, be as follows:

- Death Benefit - Company continues coverage for the period of the leave.
- Basic Group Life Insurance - Company pays the premium for the period of the leave.
- Supplementary Group Life Insurance and Dependent Group Life Insurance - employee pays the premiums.
- Medical Expense Plan/Alternate Choice Plan - The employee shall be eligible for coverage on the same basis as a similar active employee. The Company will contribute to the cost of the Medical Expense Plan/Alternate Choice Plan for the duration of the leave.
- Dental - The employee shall be eligible for coverage on the same basis as a similar active employee. The Company will contribute to the cost of the Dental Plan for the duration of the leave.
- Vision - The employee shall be eligible for coverage on the same basis as a similar active employee. The Company will contribute to the cost of the Vision Plan for the duration of the leave.
- Sickness Disability - Available after the leave if the employee is disabled on the day the employee is scheduled to return from the leave.
- Service Credit - Service shall be credited for the first thirty (30) days of any leave for family care.

50.10 All questions arising in connection with Family Care Leave are specifically excluded from the grievance and arbitration procedures outlined in Articles 11 and 12 of this Agreement.

DEPENDENT CARE REIMBURSEMENT FUND

50.11 Verizon New York inc. will provide an additional \$8.25 million to the Dependent care Reimbursement Fund, with \$1.65 million budgeted for each of the years August 3, 2003 - August 7, 2004, August 8, 2004 - August 6, 2005, August 7, 2005 - August 5, 2006, August 6, 2006 - August 4, 2007 and August 4, 2007 and August 5, 2007 - August 2, 2008. the Fund shall be administered through the Verizon New York Inc. Regional work and family committee which shall establish written guidelines for reimbursement. In addition to providing subsidies for employees who incur costs for approved child and/or elder care and for expansion of the Kids in the Workplace Program, the fund may also be used to pay for other Work and Family projects as may be authorized by the Work and Family committee.

NYNEX shall continue full-time Company and Union advisers paid by the Company and charged against monies allocated for Work and Family projects.

50.12 Neither the Dependent Care Reimbursement Fund nor its administration shall be subject to the grievance and arbitration procedures outlined in Article 11 and 12 of this Agreement.

GRADUAL RETURN TO WORK FROM CARE OF NEWBORN CHILD LEAVE

50.13 Effective June 1, 1994, an employee on a Care of Newborn Child ("CNC") Leave or a disability Absence Leave as a result of the birth or adoption of a child, shall be permitted to return to work on a reduced schedule known as a Gradual Return to Work ("GRW"). The combination of CNC Leave and/or Disability Absence Leave, and GRW shall not exceed the 12 month period currently in effect for CNC Leave.

50.14 GRW shall be implemented as follows:

- (a) An employee on GRW shall have the same status (full or part-time) as she or he had before being on leave. Except for (b) below, an employee shall have the same benefits, vacations, holidays, EWDs, and other contractual entitlements which he or she had before the Leave began.

- (b) An employee on GRW shall be paid for time worked, and incidental absence and jury duty will be paid only for actual time excused from his or her scheduled work.
- (c) The hours assigned to an employee on GRW shall fall within the range of hours that the employee would have been assigned if working a full schedule.
- (d) An employee on GRW shall not work Sundays, holidays or overtime.
- (e) The assignment of tours for employees on GRW shall not violate the seniority rights of a more senior person.

WORK AND FAMILY ISSUES COMMITTEE

50.15 The parties recognize that there are special needs arising out of work and family responsibilities, including child and elder care, and that different work environments and demographics may lead to a variety of solutions to these needs. Therefore:

Within each NYNEX Company, a joint committee consisting of IBEW and CWA representatives and Company representatives will be convened for the purpose of addressing work and family issues such as:

- Availability of day care;
- Availability of elder care;
- Work schedules as they relate to work and family issues;
- Other arrangements that relate to the balancing of work and family responsibilities

ARTICLE 51 NEW BUSINESSES

51.01 "New Businesses" are defined as companies or new operations hereinafter started up or acquired by Bell Atlantic Corp (BAC) in a telecommunications line of business. They would include, among others, the construction, installation, maintenance, marketing and sales of cable television, video, information and interactive media services, and new and traditional voice

and data telephone services. As applied here, such New Businesses are those in which BAC has a majority stock or equity interest and management control, and which do business in the BA North Footprint. They do not include new operations which, by agreement of the parties or by operation of law, are covered by an existing CWA or IBEW collective bargaining agreement. BAC shall mean the Bell Atlantic Corporation and the "Company" parties to the Memorandum of Agreement to which this Article is attached. The BA North Footprint shall mean Maine, New Hampshire, Vermont, Rhode Island, Massachusetts, New York and the areas of Connecticut covered by the Byram and Greenwich exchanges.

51.02 "New Business Employees" (NBEs) are employees of New Businesses who perform telecommunications work in the BA North Footprint that is the same or equivalent to traditional telephone work currently performed as part of their regular duties by bargaining unit members of CWA and IBEW. For example, the work would include the installation and maintenance of inside wire and converter boxes for cable television, and the associated customer representative and accounting work for the services provided. The work does not include non-telecommunications work such as the work performed by janitors, elevator mechanics, elevator operators, watch engineers, or garage mechanics.

51.03 For New Businesses that are acquired by BAC with an existing complement of employees in the NBE positions, and where those employees are not represented by a union, additional NBE vacancies shall be offered to qualified BA North Footprint employees from an existing CWA or IBEW bargaining unit pursuant to paragraph 7 and Appendix A of this Article. In such situations, union representation procedures shall be governed by the neutrality and card check provisions set forth in the Neutrality and Card Check Agreement between the parties executed this date. If this process results in card check recognition, collective bargaining shall be governed by Appendix B.

51.04 For New Businesses that are start-up companies or operations (ie., those without an existing complement of employees), BAC shall offer to hire the initial complement of NBE positions from qualified BA North Footprint employees in existing CWA or IBEW bargaining unit(s) pursuant to paragraph 7 and Appendix A of this Article, and, in turn, shall recognize CWA or IBEW as the bargaining representative for the new unit(s) so long as the majority of the initial complement of NBEs are hired from existing CWA or IBEW bargaining units. The initial complement of employees is defined as the number of employees required to get the new business up and running. In such situations, the collective bargaining process shall be governed by Appendix B. If the initial complement of employees cannot be filled with a majority of employees from existing bargaining units, then the neutrality and card check provisions set

forth in the Neutrality and Card Check Agreement executed on this date shall apply.

51.05 For New Businesses that are acquired by BAC with an existing complement of non-union employees in the NBE positions, and where BAC increases the size of the NBE work force, BAC shall abide by the terms of paragraph 4 and not paragraph 3 if, within one year of acquisition, employees from existing CWA or IBEW bargaining units constitute the majority of the NBEs

51.06 For a New Business where BAC does not have a majority stock or equity interest and management control, BAC shall abide by the terms of this Article if a partner in that business is bound by the same, or substantially the same, agreement with CWA or IBEW, and together they have majority stock or equity interest and management control of that business.

51.07 BAC shall first offer NBE positions to qualified volunteers from existing bargaining unit(s) of the appropriate union. For New Businesses that are acquired by BAC with an existing complement of employees in the NBE positions, bargaining unit employees shall be notified of all additional NBE positions and shall have ten (10) working days to apply for those positions before BAC may hire off the street. For New Businesses that are start-up companies or operations, BAC may hire off the street after thirty (30) days if qualified volunteers cannot be found from existing bargaining units to make up the initial complement of NBE positions. The hiring of volunteers from CWA or IBEW bargaining units shall be a priority, and qualifications for union applicants shall in all respects be identical to qualifications established for non-union applicants. BA North Footprint employees who have been declared surplus shall be given first consideration for NBE positions and employees hired from existing CWA or IBEW bargaining units shall bring their net credited service to the New Business.

51.08 If the validity of one or more of the provisions of this Article is challenged in a court of law or before the NLRB, the New Business, BAC and the Union shall cooperate and take all necessary steps to defend the validity of the Article. If one or more of the provisions of this Article is declared void, the parties agree to modify the Article, if possible, in a manner consistent with the law and the parties' original intent.

51.09 The exclusive means of resolving any alleged violation or dispute arising under this Article, except those governed by Appendix B, shall be the disagreement resolution process set forth in Appendix C of this Article.

APPENDIX A

BAC shall offer NBE positions described in paragraphs 3 and 4 of this Article to the following bargaining unit employees in the following locations:

Location of New Business	Positions	Bargaining Unit** ***
New York and Connecticut*	Plant	CWA
Upstate New York	Commercial	IBEW Local 2213
Downstate New York	Commercial	CWA
New York	Traffic	CWA
New York	Accounting	CWA
New Hampshire	Commercial	CWA
Massachusetts,	Central Order Bureau Directory Clerical	CWA
Maine, Massachusetts, Vermont	Residence	CWA
Rhode Island	Residence	IBEW Local 2323
Maine, Massachusetts, New Hampshire, Rhode Island, Vermont	Commission Advertising, Directory Sales	CWA
Maine, Massachusetts, New Hampshire, Rhode Island, Vermont	Plant Traffic and Accounting	IBEW

* As defined in paragraph 1 of this Article.

** If a dispute arises between CWA and IBEW over which union shall be offered NBE positions, the unions shall have ten (10) working days to resolve the matter and so notify the Company. If the dispute is not resolved within ten (10) working days, then the provisions of paragraphs 4 and 7 shall not apply to the New Business in which the dispute exists and BAC may then fill the NBE positions by hiring off the street.

*** The chart set out above may change over time with changes in CWA or IBEW jurisdiction.

APPENDIX B

To insure the success and stability of a New Business, the parties shall negotiate the first collective bargaining agreement for that New Business for a term of three (3) years according to the following procedures:

- (1) Prior to starting a New Business, BAC shall review with the union its staffing needs in that business. BAC and the union shall also engage an independent consultant to provide a study of the wages, benefits, time off, hours of work, differentials, allowances, work rules, scheduling, staffing, productivity levels and other relevant information regarding BAC competitors in the specific line of business and area where BAC plans to operate. If competitors in the geographic area do not exist, the study shall focus upon employers in the same line of business in adjacent or comparable areas. The study shall be used by the parties as a guide to negotiating a fair contract for both the Company and the employees. If the parties cannot agree upon a single independent consultant, they may each select their own consultant to develop separate studies to be used by the parties in their negotiations.
- (2) If negotiations reach an impasse, either party may invoke binding arbitration of the unsettled items for final resolution. The arbitration award on the economic issues in dispute shall be confined to a choice between (a) the last offer of the employer on such issues as a single package and (b) the union's last offer, on such issues, as a single package; and, on the non-economic issues in dispute, the award shall be confined to a choice between (a) the last offer of the employer on each issue in dispute and (b) the union's last offer on each such issue.
- (3) The arbitration shall be governed by Article 12.02 of the NYT/CWA Plant contract.
- (4) Prior to the start of the arbitration hearings, the parties shall submit to the arbitrator their final offers in two separate parts: (a) a single package containing all the economic issues in dispute and (b) the individual issues in dispute not included in the economic package, each set forth separately by issue.

- (5) In the event of a dispute, the arbitrator shall have the power to decide which issues are economic issues. Economic issues include those items which have a direct relation to employee income including wages, salaries, hours in relation to earnings, and other forms of compensation such as paid vacation, paid holidays, health and medical insurance, pensions, and other economic benefits to employees.
- (6) In deciding the issues in dispute, the arbitrator's decision shall be governed by the prevailing practice of competitors in the area, and/or employers in the same line of business in adjacent or comparable areas.

APPENDIX C

DISAGREEMENT RESOLUTION PROCESS

The following process shall govern the resolution of all alleged violations of or disputes arising under this New Businesses Article except those matters governed by Appendix B of this Article.

- (1) If either party submits an alleged violation or dispute for resolution through this process, the parties, including, if necessary, the Vice President, District One of the CWA and the Executive Vice President Human Resources of BAC, shall meet to discuss and resolve it.
- (2) If the parties are unable to resolve an alleged violation or dispute themselves, they will seek the assistance of a mediator agreed upon by both parties. Once selected, that mediator or an agreed upon replacement shall be the permanent mediator for resolving alleged violations and disputes under this Appendix for the remainder of this Agreement. If a mediator cannot be mutually selected by the parties within a reasonable period of time, each party shall promptly appoint a mediator of its choosing, and those two mediators, using a process they agree upon, shall promptly appoint the mediator to resolve the dispute under this Appendix.
- (3) If the parties are unable to reach agreement with the assistance of the mediator, the mediator shall issue a binding decision on those unresolved issues.
- (4) The procedure the mediator shall use in assisting the parties to reach agreement or in gathering information and deliberating in order to issue a binding decision shall be determined by the mediator under the following guidelines:
 - (a) With respect to disputes in which there are no important factual issues in dispute, there shall be no formal hearings or taking of evidence. Instead, the parties, without the assistance of counsel, shall present their information and positions to the mediator through discussion, rather than a legal or quasi-legal proceeding. In presiding over this process, the mediator shall make

every effort to resolve the differences before having to issue a binding decision.

- (b) With respect to disputes in which there are important factual issues in dispute, either party may request that the mediator use expedited arbitration in lieu of (a) above, and the mediator may do so if he believes it will help to resolve the dispute. However, the arbitration shall be informal in nature, without formal rules of evidence and without a transcript. The mediator shall be satisfied that the information submitted is of a type on which he or she can rely, that the proceeding is in all respects a fair one, and that all facts necessary to a fair decision are presented.

ARTICLE 52

EMPLOYEE DEVELOPMENT PROGRAMS

52.01 In order to raise the level of education, including technical knowledge and customer focus, the Companies and the Unions will form an Employee Development Board consisting of the President and Vice President of the CWA, the President of the IBEW, the President of New England Telephone, and the President of New York Telephone or their designees. The Board will meet periodically and may be convened at the option of any party at mutually agreeable times. All actions taken by the Board shall be by unanimous agreement.

52.02 The Employee Development Board will appoint a team consisting of a CWA, an IBEW and a NYNEX representative. All actions taken by the team shall be by unanimous agreement. With oversight from the Board, the team will recommend which universities to work with to develop, implement, and monitor formal education programs selected by the Board and paid for by the Company.

- (a) Although the parties may choose to offer additional programs, the parties agree that NYNEX will initially fund and offer one degree program in telecommunications technology which will include courses involving computers and electronics. The program will address the subject of customer relations.
- (b) The NYNEX CWA/IBEW team may propose entrance criteria to the universities; however, the universities will determine the entrance criteria, academic standards, test criteria for exempting from courses, and requirements for granting a degree. Classes will be scheduled one work day per week.
- (c) In addition to paying for the courses and programs, the Company will provide time off the job and pay employees one day's pay per week for attending such courses and programs.
- (d) All regular full time employees in the bargaining unit are eligible to attend the formal education programs if they otherwise meet the entrance criteria. Seniority will determine priority of attendance.

52.03 As agreed by the parties and with assistance from educators and/or qualified consultants, the Company and the Union will develop the courses and the Company will offer courses during working hours. Courses, such as, but not limited to, concepts of customer focused teams, team building, advanced team training, how to run effective meetings, interpersonal skills, diversity, stress management, customer service, goal setting, conflict resolution and problem solving might be offered.

52.04 The Company will develop and offer during working hours courses designed to assist employees to prepare for the following current tests or their replacements, if any, which are required in order to qualify for some bargaining unit positions: General Test Taking, Service Representative Telephone Ability Battery ("REP TAB"), Technical Telephone Ability Battery ("TECH TAB"), Operator Telephone Ability Battery ("OPERATOR TAB"), Clerical Telephone Ability Battery ("CLERICAL TAB"), Electronic Systems Mini-Course ("ESM"), Digital Cable Technologies Mini-Course ("DCT-MC"), Special Service Center Mini-Course ("SSC-MC"), Facilities Assignment and Control System Loop Assignment Center Mini-Course ("FACS-LAC, MC"), Maintenance Administrator Mini-Course ("MA-MC"), Basic Skills Qualification Test-V ("BSQT-V"), Sales Orientation Interview ("SOI"), Special Representative Assessment, Customer Contact Evaluation ("CCE"), Premise Sales Battery, Telephone Sales Battery and other such qualifying tests as may be developed in the future. All regular employees in the bargaining unit are eligible to attend these courses. Seniority will determine priority of attendance.

52.05 The Company will give all regular full time employees an opportunity to be tested for an assessment of their employment skills and abilities. These tests shall be strictly voluntary; the results shall be kept confidential. In addition, the Company will pay for courses related to the development of employable skills and abilities which employees take during non-working hours. These include home correspondence courses. Such courses may be covered by the Tuition Aid Program, but reimbursement may not be limited to courses covered by that program.

52.06 Employees will be allowed to take educational leaves in accordance with the provisions of Article 54.

ARTICLE 53 COMMON COMMITTEE

In order to improve the effectiveness of the functions of the Joint Workforce Profile Committee, the Technology Change Committee, the Upgrade and Transfer Plan Committee and the Contracting Committee, a single new committee, the Common Committee, is established to replace them.

53.01 The Common Committee will be comprised of ten members, five from the Union and five from the Company. The Committee will be co-chaired by the Managing Director-Labor Relations and the Vice President District One, or their designees. The other eight members will be chosen, four each, respectively, by the co-chairs. The primary staff of the Committee will be two fulltime employees, one selected by the Union, one by the Company, who shall also serve as the Employee Placement Team under the FAP. The Company will fund these positions as well as the office and systems costs of this staff. The Common Committee shall also direct and guide a sub-committee on contracting, which shall continue to address and implement the provisions of the September 14, 1991 letter of agreement concerning contracting.

53.02 The Company will notify the Union at least six months in advance of planned major technological changes (including changes in equipment, organization, or methods of operation) which may affect employees represented by the Union, unless it has done so prior to the date of this agreement. Meetings about the planned changes 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. Although the Company is required to notify the Union at least six months in advance of the introduction of any planned major technological change, it will make a good faith effort to advise the Union as soon as it decides to introduce such changes in order to give the Union the opportunity to discuss the impact of these changes upon the various bargaining units and the Company's customers.

The Common Committee will serve as a clearinghouse for the exchange of information between the Company and the Union regarding those and other significant planned actions or changes and their effects on represented employees, and as a forum to seek mutually acceptable ways to minimize any significant negative impact on represented employees, while enhancing the Company's ability to grow, improve customer service, and improve its competitiveness.

53.03 The Committee's staff will, at the direction of the Committee, develop methods to efficiently place surplus employees in job vacancies using UTP or FAP, as applicable, administer New York Telephone's FAP as well as the NYNEX Job Bank in accordance with the provisions of the collective bargaining agreement, and recommend to the Committee appropriate focus points for employee test taking and other training as detailed in the Employee Development Programs. The staff will also seek mutually acceptable resolutions of issues involving medical testing, non-management testing and delayed releases. They will also evaluate planned Company actions or changes referred to in the preceding paragraph, and provide input to the Committee regarding alternatives to mitigate employee impact.

After consideration of any staff input, the Committee may make recommendations to the Company regarding alternatives to the planned major technological changes, and the Company members of the Committee will work to facilitate these recommendations as appropriate. Nothing in this Common Committee process, however, will prevent the Company, after the end of the six month period, from implementing proposed major technological changes that do not otherwise violate the collective bargaining agreement.

ARTICLE 54 ENHANCED EDUCATIONAL LEAVE

Effective July 1, 1994, NYNEX will provide an Enhanced Educational Leave for Eligible employees.

54.01 The Enhanced Leave is designed to encourage eligible employees to pursue educational goals and to allow NYNEX to alleviate force imbalances, while at the same time maintaining ties between NYNEX and the employee.

54.02 To be eligible for an Enhanced Leave, an employee must meet the following requirements:

- be a regular full-time employee;
- have at least five (5) years of net credited service;
- be enrolled on a full-time basis in an educational program which would qualify for tuition assistance under the Tuition Assistance Program applicable to the employee.

54.03 An Enhanced Leave is without pay and shall be administered by and subject to the approval of the applicable benefit committee. Such leaves shall be for a period of not less than six (6) consecutive months, but in no case may the Enhanced Leave be for more than twenty-four (24) consecutive months. Subject to applicable benefit committee approval, an Enhanced Leave may be extended beyond its original termination date, provided it did not previously exceed twenty-four (24) months in duration, in increments of six (6) consecutive months, but in no event beyond twenty-four (24) months.

54.04 Employees granted an Enhanced Leave shall be entitled to guaranteed reinstatement to the same job or one of similar status and pay at the end of the Enhanced Leave, subject to contract provisions which cover adjustments to the work force that may have occurred during the Enhanced Leave.

54.05 Service credit will be granted for the period of the Enhanced Leave.

54.06 There shall be no limit to the number of employees who may take an Enhanced leave and all eligible employees who apply will be granted such leave.

54.07 Employees who become disabled while they are on this Enhanced Educational Leave shall be entitled to coverage in accordance with the provisions of the NYNEX

Sickness and Accident Disability Plan as of the date that the employee was scheduled to return to work from his or her leave.

54.08 The only dispute that can be arbitrated in connection with the provisions of this Enhanced Educational Leave is the dismissal of an employee while the employee is on an Enhanced Leave of Absence or failure to reinstate an employee upon completion of his or her leave.

54.09 Except as indicated below, while on an Enhanced Leave, an employee shall be covered by the following benefit plans and programs, pursuant to the same conditions and to the same extent as comparable active employees:

Medical Dental Vision Basic Group Life Insurance Death Benefits	Company provides coverage for the period of the Enhanced Leave
VDT Vision Plan	Will not be available during the Enhanced Leave
HMO	Company pays premium to the same amount it pays for active employees
Dependent Care Spending Account	Deposits remaining after the leave begins may be used in accordance with the provisions of the Dependent Care Spending Account Plan
Supplementary Group Life Insurance Dependent Group Life Insurance	Available at employee's expense
Long Term Care Insurance (IBEW only)	Available at employee's expense, plus an administrative charge, if any, by third party plan administrator
Savings Plan	Payroll allotments will be suspended during the period of the Enhanced Leave and all other Plan provisions applicable to employees on a leave of absence will apply
Tuition Assistance	Continues under the same guidelines that apply to active employees with an annual ceiling of \$10,000

54.10 If an employee ceases to be enrolled in an educational program on a full-time basis, the Enhanced Leave shall terminate.

ARTICLE 55 MEDIATION

55.01 For grievances involving disciplinary action which are subject to arbitration under Article 12 of this Agreement, the parties may, jointly, within thirty (30) calendar days after the filing of the request for arbitration, elect to use the mediation procedures hereinafter provided. The election shall be in writing and signed by authorized representatives of the parties. If no such election is made within the foregoing time period, the arbitration procedures set forth in this collective bargaining agreement shall be followed. A party may choose to terminate the mediation process at any time.

55.02 A panel of five mediators shall be selected by the parties. Each mediator shall serve until his or her services are terminated by written notice from either party to the other. The mediator shall be notified of his or her termination by joint letter from the parties. Mediators shall be assigned cases in rotating order designated by the parties. If a mediator is not available for conference within thirty (30) days after receiving an assignment, the case will be passed to the next mediator. If a case cannot be scheduled within thirty (30) days, the case will be assigned to the mediator who can conference the case on the earliest date.

55.03 The procedures for mediation shall be as follows:

- (a) The parties shall notify the assigned mediator in writing of their decision to use mediation and the location of the conference.
- (b) The Mediation Conferences will normally be held at one of the following locations:

New York City
Albany
Syracuse
Buffalo

- (c) The spokesperson for the Company will be a Director-Labor Relations or his or her designee. The spokesperson for the Union will be a representative of the International Union or his or her designee. No individual who has been a practicing attorney within the past five (5) years will attend the Mediation Conference.

- (d) In addition to the individuals identified above, the Union may determine to have present at the mediation conference the grievant, and a Local Union representative, and the Company may determine to have present at the mediation conference the grievant's supervisor and district level manager or designee. Attendance by others at the Mediation Conference shall be only upon mutual consent of the parties.
- (e) All written material that is presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the Mediation Conference.
- (f) Proceedings before the mediator shall be informal in nature. The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The rules of evidence will not apply, and no transcript of the Mediation Conference shall be made. The presentation of evidence is not limited to that presented at Step 2 or Step 3 of the grievance procedure.
- (g) The mediator may meet separately with the parties during the Mediation Conference for the purpose of resolving the grievance. However, the mediator does not have the authority to compel the resolution of the grievance.
- (h) If the Company and Union agree to settle the grievance such settlement resulting from the conference shall not be precedent-setting.
- (i) If no settlement is reached during the Mediation Conference, the mediator shall provide the parties with an immediate oral advisory opinion, unless both parties agree that no opinion shall be provided. The mediator shall state the basis for his or her advisor opinion.
- (j) If no settlement is reached as a result of the Mediation Conference, the grievance may be scheduled for arbitration in accordance with the Collective Bargaining Agreement.
- (k) In the event that a grievance which has been mediated subsequently is arbitrated, no person serving as a mediator between these parties may serve as the arbitrator. Neither party

may at the arbitration hearing refer to statements or settlement proposals made by the other party in connection with the Mediation Conference or any statements made by the Mediator.

- (l) By agreeing to schedule a Mediation Conference, the Company does not acknowledge that the case is properly subject to arbitration and reserves the right to raise issues of arbitrability notwithstanding its agreement to schedule such a conference.
- (m) The compensation and expenses of the mediator and the general administrative expenses of the Mediation Conference shall be borne equally by the parties. The Company shall pay for the grievant and no more than one (1) Union representative for attendance at the Mediation Conference.
- (n) The mediator shall conduct no more than four (4) mediation conferences per day.

ARTICLE 56 THIRD MEDICAL OPINION

56.01 When there is a difference of opinion between the Company and the Union over the medical condition of an employee which the Union claims will affect the employee's wages or benefits, the Company and the Union will have the employee examined by a physician. The physician must be acceptable to both the Company and the Union, and the expenses of the examination shall be borne by the Company.

The physician's opinion shall be limited to the "clinical" condition of the employee, which shall be taken into account with respect to the issue in dispute.

56.02 The Company will provide each Local Union with a weekly report of employees who are not being paid for disability absences. Where there is a disagreement between the Company and the employee's doctor regarding the condition of or the ability of an employee to return to work the Union may notify the Company in writing that it wishes to submit the dispute to a third doctor. If the Union's notice is not sent within 21 days after receipt of the first weekly notice showing that an employee is not being paid for a disability absence, this agreement regarding a submission to a third doctor shall not apply to the employee's absence.

When the Union notifies the Company of its request for a third medical opinion, the County Medical Association shall be requested to designate the third doctor. The selection of, and examination by, the third doctor shall take place within 30 days of the Company's receipt of the Union's written notice. The fee for service shall be shared equally by the Union and the Company.

56.03 The conclusion of the third doctor will be binding on the Company and the Union. It is understood, however, that the Company will determine whether or not it can provide work for the employee within any restrictions that may be imposed consistent with the third doctor's conclusion. If the Company determines that it cannot provide such work for the employee, the employee will receive disability benefits.

56.04 A copy of the third doctor's opinion shall be furnished to the Union, upon its request and the submission of a release signed by the employee. It is further agreed that the employee's medical records will be furnished to the Union as soon as possible after the Union's request for such records and the submission of a release signed by the employee.

ARTICLE 57 DURATION OF AGREEMENT

57.01 This Agreement, shall continue in force and effect until terminated as provided in Section 57.02.

57.02 By notifying the other party in writing at least 60 days prior to August 3, 2008, either party may terminate this Agreement at 11:59 P.M. on August 2, 2008.

If no such notice of termination is given, this Agreement shall automatically continue in full force and effect after August 2, 2008, for successive renewal periods of one year each, subject to the right of either party to terminate this Agreement at the end of any renewal period by notifying the other party in writing at least 60 calendar days prior to the date of termination, of its intention to terminate this Agreement.

AGREEMENT

This is to confirm that the Telesector Resources Group, Inc. ("TRG" or "Company") and the Communications Workers of America, AFL-CIO ("Union") have this date reached agreement on all of the terms of a new collective bargaining agreement covering the TRG - New York Bargaining Unit.

The terms of such agreement consist of the collective bargaining agreement effective August 6, 2000, as amended by the attached 2000 Memorandum of Understanding, Contract Changes, and Letters.

The new collective bargaining agreement shall become effective August 3, 2003, except as otherwise provided, only if the Company receives notice from the Union of ratification by the members of the Union employed in the above-referenced bargaining unit.

TELESECTOR RESOURCES GROUP

**COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO**

**/s/Norman Robinson
Director, Labor Relations**

**/s/Richard Martini
International Representative**

DATED: SEPTEMBER 4, 2003

APPENDIX 1

GEOGRAPHIC UNITS

The geographic units listed below are defined for the purposes of transfer units described in Article 8.02:

1. New York City
2. Long Island
3. Mid-State
4. Northeast Area
5. Central Area
6. Western Area

G.W. McLaughlin
Staff Director, Labor Relations

NYNEX
April 3, 1994

Mr. Carmine Turchi, Representative
Communications Workers of America
80 Pine Street
New York, NY 10005

Dear Mr. Turchi:

This is to confirm that a Joint Committee will be established made up of representatives of the Union and the Company. Such committee will consist of not more than five (5) representatives from the Company and not more than five (5) representatives from the Union. The Company shall pay, at their basic weekly wage rates for up to the equivalent of one regular tour per day for no more than three (3) members who are employees of the Company.

This committee may be convened at the option of either party at mutually agreeable times to discuss on a combined basis subjects concerning Common Interest and Safety. The scope of the committee's activities regarding these subjects will be as follows:

A. Common Interest Forum

Meetings of the committee on subjects of common interest will serve as a forum for the following purposes:

1. Providing a framework for early communications and discussion between the parties on business developments of mutual interest and concern to the parties and their constituencies;
2. Discussing and reviewing innovative approaches to enhance the competitiveness of the Company and improve employment security;
3. Improving understanding and relationships between the parties and avoiding unnecessary disputes by cooperatively addressing significant changes and developments in the union or Company environment.

B. Safety

Meetings of the committee concerning the issue of Safety shall adhere to the provisions of Article 38, "Safety", of this Agreement.

Very truly yours,

/s/ G.W. McLaughlin
Staff Director - Labor Relations

AGREED:

/s/ Carmine Turchi
COMMUNICATIONS WORKERS OF AMERICA
AFL - CIO

DATED: April 3, 1994

G.W. McLaughlin
Staff Director, Labor Relations

NYNEX
April 3, 1994

Mr. Carmine Turchi, Representative
Communications Workers of America
80 Pine Street
New York, NY 10005

Dear Mr. Turchi:

Recognizing the desirability of strengthening and perpetuating mutual efforts which have already been made to improve the quality of work life of employees and enhance the effectiveness of the organization, the Company and the Union reemphasize their mutual belief that QWL activities initiated and sponsored jointly by management and the union are beneficial to all employees, the Company and the Union and should be continued with the objective of further growth. The purpose of such activity is to encourage greater employee participation in the conditions of the working environment, so that the jobs are made more satisfying and organizational performance and service quality are improved.

A joint QWL Steering Committee composed of representatives from the Union and the Company and including representation from one or more of the major operations function will be continued. The complete membership of the steering committee will be as jointly agreed by the Company and the Union.

The objectives of the Joint Steering Committee include:

1. Encouraging and assisting Union officials and company managers to understand, support, and implement the principles on which this agreement is based.
2. Recommending long-range plans and strategy for the introduction of QWL approaches and their integration into the policies, methods and practices of existing and new organizations.
3. Reviewing and analyzing projects or activities which involve improving the quality of work environment; sponsoring research into factors related to improving performance and quality of work life.

4. Encouraging all levels of union and management organizations in recognizing that voluntary involvement is necessary for the success of joint efforts; and cooperating in the development, implementation and growth of the Quality of Work Life process in a spirit of mutuality and responsible leadership.

In continuing their cooperation and support of QWL in a spirit of mutual trust and respect, the parties agree that organizational and technological innovations are necessary and desirable; that every individual has the ability to contribute to the objectives of the organization; and that work should satisfy personal needs for self-respect and fulfillment as well as service and financial objectives.

Very truly yours,

/s/ G.W McLaughlin
Staff Director
Labor Relations

AGREED:

/s/ Carmine Turchi
COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO

Dated: April 3, 1994

G.W. McLaughlin
Staff Director, Labor Relations

NYNEX
April 3, 1994

Mr. Carmine Turchi, Representative
Communications Workers of America
80 Pine Street
New York, NY 10005

Dear Mr. Turchi:

The plant personnel protection Award by a panel of Arbitrators, James F. McFadden, Chairman, Vincent P. Moravec and Gerald Ryan, Members dated February 15, 1968, shall be extended to continue in effect for the term of the Collective Bargaining Agreement effective August 10, 1986 between the Company and the Communications Workers of America.

If you are agreeable to this extension, please so indicate by signing and returning a copy of this letter to me.

Very truly yours,

/s/ G.W. McLaughlin
Staff Director
Labor Relations

AGREED:

/s/ Carmine Turchi
COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO

Dated: April 3, 1994

Jeffrey M. Weiner
General Manger, Labor Relations

VERIZON
May 18,2000

Mr. Christopher Shelton, Representative
Communications Workers of America
80 Pine Street
New York, NY 10005

Re: Drawing of Lots (seniority)

Dear Mr. Shelton:

This agreement supersedes any earlier correspondence with regard to this subject, and reaffirms our understanding on how to determine seniority where two or more employees in the same group have the same net credited service date (NCSA).

In accordance with the provisions set forth in the L. Mancino and A. Freije letter dated August 24, 1983, the following shall be stipulated.

1. The determination of the employee's relative seniority vis-à-vis each other will be determined by a drawing of lots.
2. If another employee with the same net credited service date enters the group, among whom the lots have been drawn, he/she shall be considered the most junior.

If you concur with the above, please sign in the space provided below and return a copy to me.

Very truly yours,

/s/ Jeffrey Weiner
General Manager
Labor Relations

AGREED and ACCEPTED:

COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO

/s/ Christopher Shelton
Area Director

Dated: May 18,2000

G.W. McLaughlin
Staff Director, Labor Relations

NYNEX
April 3, 1994

Mr. Carmine Turchi, Representative
Communications Workers of America
80 Pine Street
New York, NY 10005

Dear Mr. Turchi:

This is to confirm that when the Company restructures or redefines existing occupational classifications, and employees in such occupational classifications are assigned rates of pay less than the rates of the employees' regular occupational classifications, the employees will receive pay treatment in accordance with the Reassignment Pay Protection Plan of the collective bargaining agreement.

Very truly yours,

/s/ G.W. McLaughlin
Staff Director
Labor Relations

AGREED:

/s/ Carmine Turchi
COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO

Dated: April 3, 1994

G.W. McLaughlin
Staff Director, Labor Relations

NYNEX
April 3, 1994

Mr. Carmine Turchi, Representative
Communications Workers of America
80 Pine Street
New York, NY 10005

Dear Mr. Turchi:

This is to confirm our understanding that notwithstanding the provisions of Article 26 (Classification and Treatment of Part-Time Employees) of the Collective Bargaining Agreement between the Telesector Resources Group and the Union, effective August 10, 1986, regular employees who were 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 in Article 26 (Classification and Treatment of Part-Time Employees) of the Collective Bargaining Agreement, on the same basis as was applicable to a part-time employee on December 31, 1980.

Very truly yours,

/s/ G.W McLaughlin
Staff Director
Labor Relations

AGREED:

/s/ Carmine Turchi
COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO

Dated: April 3, 1994

G.W. McLaughlin
Staff Director, Labor Relations

NYNEX
April 3, 1994

Mr. Carmine Turchi
Staff Representative
Communications Workers of America
80 Pine Street
New York, NY 10005

Dear Mr. Turchi:

This will confirm our agreement that the letter agreement dated July 10, 1990 concerning drug testing of employees pursuant to current Department of Transportation (DOT) regulations is continued in effect until the expiration of the collective bargaining agreement, as negotiated in 1991, and provided for in Section 51.02 or until it expires in accordance with its own terms.

Very truly yours,

/s/ G.W McLaughlin
Staff Director
Labor Relations

AGREED:

/s/ Carmine Turchi
COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO

Dated: April 3, 1994

G.W. McLaughlin
Staff Director, Labor Relations

NYNEX
April 3, 1994

Mr. Carmine Turchi
Staff Representative
Communications Workers of America
80 Pine Street
New York, NY 10005

Dear Mr. Turchi:

Pursuant to Mr. Reed's letter, dated August 21, 1983 to Mr. Watts, The Company, after divestiture, will continue to give the fullest consideration to former Bell System employees (or former employees of companies which were once in the Bell System) who apply for employment with them for the life of this Agreement.

Very truly yours,

/s/ G.W McLaughlin
Staff Director
Labor Relations

AGREED:

/s/ Carmine Turchi
COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO

Dated: April 3, 1994

G.W. McLaughlin
Staff Director, Labor Relations

NYNEX
April 3, 1994

Mr. Carmine Turchi, Representative
Communications Workers of America
80 Pine Street
New York, NY 10005

Dear Mr. Turchi:

The Company shall consider Hand Tools to mean, any small tool that fits into the installers issued tool box (approximately 14"x20"x9").

The Company will provide a method to secure issued tools, when assignment is more than one (1) tour at said location.

Very truly yours,

/s/ G.W. McLaughlin
CHAIRPERSON

AGREED:

/s/ Carmine Turchi
COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO

DATED: April 3, 1994

G.W. McLaughlin
Staff Director, Labor Relations

NYNEX
April 3, 1994

Mr. Carmine Turchi, Representative
Communications Workers of America
80 Pine Street
New York, NY 10005

Dear Mr. Turchi:

This is to confirm that a Joint Committee comprised of four management and four union representatives will meet as needed but no less than quarterly to review the use of contract labor and to consider methods of reducing the use of contract labor to levels below the current rate.

Very truly yours,

/s/ G.W. McLaughlin
Staff Director
Labor Relations

AGREED:

/s/ Carmine Turchi
COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO

Dated: April 3, 1994

James J. Dowdall
Vice President, Labor Relations

NYNEX
April 3, 1994

Ms. Elisa Riordan
Assistant to the Vice President
District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Ms. Riordan:

This will confirm our agreement regarding the issues that can be arbitrated in connection with the Employee Development Programs provisions of our collective bargaining agreement.

As we agreed, the issues that will be subject to arbitration shall be limited to questions of the discipline of or the pay treatment of employees arising out of the administration of the Employee Development Programs.

NYNEX CORPORATION

/s/ James J. Dowdall
Vice President
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

/s/ Elisa Riordan
Assistant to the Vice President
District One

James J. Dowdall
Vice President, Labor Relations

NYNEX
April 3, 1994

Ms. Elisa Riordan
Assistant to the Vice President
District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Ms. Riordan:

This will confirm our understanding with respect to day-to-day transfers of employees outside of surplus conditions being dealt with in the Force Adjustment Plan.

Except for transfers under the Force Adjustment Plan Article which are intended to eliminate a declared surplus condition, the Company shall continue to transfer employees in accordance with existing contractual provisions and practices. With respect to permanent involuntary transfers, these existing provisions and practices shall only be employed within an Involuntary Transfer Area or between Involuntary Transfer Areas, as long as no home move as defined in the relocation allowance letter is required.

NYNEX CORPORATION

/s/ James J. Dowdall
Vice President
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

/s/ Elisa Riordan
Assistant to the Vice President
District One

James J. Dowdall
Vice President, Labor Relations

NYNEX
April 3, 1994

Ms. Elisa Riordan
Assistant to the Vice President
District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Ms. Riordan:

Job sharing will be offered to regular full-time employees on a voluntary basis pursuant to the Force Adjustment Plan Article as follows:

- a. The Company will seek volunteers among the regular full-time employees in the surplus occupational classification and Force Adjustment Area to engage in job sharing. Volunteers will be selected in order of net credited service and to the extent necessary to eliminate the surplus.
- b. An employee may participate in job sharing if he or she is available to work on a weekly basis at least 40% of the number of hours that constitute a normal scheduled work week for a regular full-time employee.
- c. If an employee participates in job sharing by working a scheduled work week equivalent to at least 40% of the hours of a regular full-time employee, he or she shall :
 - (i) receive credit for years of service for pension benefit purposes as if he or she was a full-time employee;
 - (ii) be considered a full-time employee for purposes of medical, dental and vision benefits and layoff; and
 - (iii) receive wages and all other benefits on a pro-rated basis.

- d. When the Company declares a vacancy in an occupational classification and Force Adjustment Area in which (i) employees are job sharing and (ii) there is no declared surplus pursuant to the Force Adjustment Plan Article, the Employee Placement Team will determine the number of employees that will cease job sharing and return to full-time status.

NYNEX CORPORATION

/s/ James J. Dowdall
Vice President
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

/s/ Elisa Riordan
Assistant to the Vice President
District One

James J. Dowdall
Vice President, Labor Relations

NYNEX
April 3, 1994

Ms. Elisa Riordan
Assistant to the Vice President
District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Ms. Riordan:

It is agreed that paragraph 7 of the Force Adjustment Plan Article does not require the Company to terminate temporary employees who in the Company's judgment have less than 2 months remaining in their term of employment.

With respect to such temporary employees who in the Company's judgment have less than 2 months remaining in their term of employment, these employees shall be terminated within two months unless the parties agree otherwise.

NYNEX CORPORATION

/s/ James J. Dowdall
Vice President
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

/s/ Elisa Riordan
Assistant to the Vice President
District One

James J. Dowdall
Vice President, Labor Relations

NYNEX
April 3, 1994

Ms. Elisa Riordan
Assistant to the Vice President
District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Ms. Riordan:

This will express the Company's intentions with respect to contracting out work. With the new employment security provisions in the collective bargaining agreement, the Company has every incentive to tailor its discretionary use of contracting to balance its obligation to provide jobs for employees with the costs of operation.

Beyond that, in the event that surpluses are caused by an "external event," and before implementation of the last step of the Force Adjustment Plan, the Company will carefully weigh its opportunities to bring back contracted work to provide meaningful jobs for remaining surplus employees outside of the area and/or job title where the work is being done. In considering this option, the Company will evaluate the skill match of the available employees, the need and willingness of employees to relocate, the training and equipment required to do the work, the duration of the requirement, as well as the comparative economics of all options.

The above subjects will be discussed at the contracting subcommittee of the Common Committee unless the parties agree otherwise.

NYNEX CORPORATION

/s/ James J. Dowdall
Vice President
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

/s/ Elisa Riordan
Assistant to the Vice President
District One

James J. Dowdall
Vice President, Labor Relations

NYNEX
April 3, 1994

Ms. Elisa Riordan
Assistant to the Vice President
District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Ms. Riordan:

NYNEX and CWA have carefully reviewed the Company's process re-engineering plan, the demographics of the current work force, and the likely impact of the FAP retirement incentive upon that work force. The parties have concluded that due to the above factors, and barring external events described below, layoffs, forced transfers outside the transfer areas, and loss of compensation shall not occur during the term of this contract extension.

Specifically, the parties agree that there shall be no layoffs, forced transfers outside the transfer areas, or loss of compensation as a result of any Company initiated "process change", which includes process re-engineering initiatives, work place consolidations, office closings, contracting, shifting of bargaining unit work, network upgrades, and other business changes developed to accommodate new technology or to improve productivity, efficiency or methods of operation.

The parties also agree that an "external event" that is viewed as significant and that directly reduces the need for a large number of employees, shall not be considered "process change." An example of an external event might be a state or federal regulatory change that causes the Company to abandon a line of business, an interexchange carrier take back of billings and collections, or the loss of a major telecommunications network contract. An external event of this nature shall be covered by the additional step(s) of the FAP.

NYNEX CORPORATION
/s/ James J. Dowdall
Vice President
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

/s/ Elisa Riordan
Assistant to the Vice President
District One

James J. Dowdall
Vice President, Labor Relations

NYNEX
April 3, 1994

Ms. Elisa Riordan
Assistant to the Vice President
District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Ms. Riordan:

This is to confirm our agreement that an employee who, as a result of a voluntary or involuntary permanent transfer pursuant to the Force Adjustment Plan, would be required to commute at least an additional thirty-five (35) road miles to reach the new reporting point from his or her residence at the time of the transfer, shall receive a relocation allowance of \$8,000, providing the employee actually changes his or her permanent residence within one year of the effective date of the transfer. Such allowance shall be the sole payment to such employees in connection with the relocation of their residence.

NYNEX CORPORATION

/s/ James J. Dowdall
Vice President
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

/s/ Elisa Riordan
Assistant to the Vice President
District One

James J. Dowdall
Vice President, Labor Relations

NYNEX
April 3, 1994

Ms. Elisa Riordan
Assistant to the Vice President
District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Ms. Riordan:

If the Company notifies the Union, pursuant to the Force Adjustment Plan, of a surplus condition caused by an External Event, either party may, within 14 days of such notice, initiate discussions regarding possible mandatory job sharing, mandatory furloughs, transitional leaves of absence, and other possible means of avoiding layoffs if the steps of the Force Adjustment Plan fail to eliminate the surplus. Such discussions must be completed within 30 days of the date of their initiation.

NYNEX CORPORATION

/s/ James J. Dowdall
Vice President
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

/s/ Elisa Riordan
Assistant to the Vice President
District One

James J. Dowdall
Vice President, Labor Relations

NYNEX
April 3, 1994

Ms. Elisa Riordan
Assistant to the Vice President
District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Ms. Riordan:

The Company will reimburse Employees who retire during the term of the current collective bargaining agreement for actual expenses, not to exceed \$3000, incurred during the 12 month period after retirement for the following, provided that such expenses are incurred for the purpose of helping prepare the retiree for a new career:

- fees associated with career counseling, skills and interest assessment, résumé preparation and placement agency fees.
- tuition and fees at a college or university.
- tuition and fees at a technical or computer training center.
- tuition and fees at other job training centers.

NYNEX CORPORATION

/s/ James J. Dowdall
Vice President
Labor Relations

AGREED:

COMMUNICATIONS WORKERS OF AMERICA
/s/ Elisa Riordan
Assistant to the Vice President
District One

James J. Dowdall
Vice President, Labor Relations

NYNEX
April 3, 1994

Mr. Jan D. Pierce
Vice President
District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Mr. Pierce:

This letter confirms the parties' agreement that the Neutrality Article of the 1991 Memorandum of Understanding also applies to all NYNEX Companies established between September 1, 1991 and the effective date of this contract extension.

NYNEX CORPORATION

/s/ James J. Dowdall
Vice President
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

/s/ Jan D. Pierce
Vice President, District One

James J. Dowdall
Vice President, Labor Relations

NYNEX
April 3, 1994

Ms. Elisa Riordan
Assistant to the Vice President
District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Ms. Riordan:

Based on the Union's request for a more active role for CWA/IBEW involvement in an Employee Assistance Program (EAP), the Company commits to the following:

1. Within sixty days of ratification, an ad hoc EAP task group will be convened with designated representatives from the Company and the Union;
2. The objectives of this group will be to determine the most appropriate role and forum for active CWA/IBEW involvement in an ongoing EAP.

NYNEX CORPORATION

/s/ James J. Dowdall
Vice President
Labor Relations

James J. Dowdall
Vice President, Labor Relations

NYNEX
April 3, 1994

Ms. Elisa Riordan
Assistant to the Vice President
District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Ms. Reardon:

The Parties agree that each employee who is a CWA/NYNEX bargaining unit employee shall receive a three hundred dollar payment if, on April 30, 1996, 40% of CWA/NYNEX bargaining unit employees are enrolled in the Managed Care Network ("Network").

The parties further agree that an additional payment of four hundred dollars shall be paid to each employee who is a CWA/NYNEX bargaining unit employee if, on April 30, 1997, 70% of CWA/NYNEX bargaining unit employees are enrolled in the Network.

Any bonus payable under this Section will be subject to applicable withholding taxes and shall not be used in calculating an employee's overtime nor for the calculation of any benefit payments, company contributions, or allotments pursuant to any NYNEX or Company savings or benefit plans or programs.

NYNEX CORPORATION

/s/ James J. Dowdall
Vice President
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

/s/ Elisa Riordan
Assistant to the Vice President, District One

James J. Dowdall
Vice President, Labor Relations

NYNEX
April 3, 1994

Ms. Elisa Riordan
Assistant to the Vice President
District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Ms. Riordan:

Other than those employees referred to in the Work Reassignment Letter who shall retain their seniority (determined by net credited service) for all purposes, the seniority of a management employee who has been assigned to the bargaining unit shall be determined by net credited service reduced by time spent in management jobs for purposes of vacation selection, tour assignment, UTP, bidding and transfer, for a period of two years, except that in the case of management employees assigned to the Upstate Traffic bargaining unit, their H-V date shall be considered to begin with the first day of their assignment to the bargaining unit. Thereafter, such employee's seniority for these purposes will be determined by net credited service except for H-V dates. Commencing on the date of reassignment, the measurement of such employee's seniority for all other purposes, including pension calculation and force adjustment, shall be net credited service.

NYNEX CORPORATION

/s/ James J. Dowdall
Vice President
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

/s/ Elisa Riordan
Assistant to the Vice President, District One

August 3, 2003

Mr. Christopher Shelton
Assistant to the Vice President
Communications Workers of America
AFL-CIO, District One
80 Pine Street, 37th Floor
New York, NY 10005

Dear Mr. Shelton:

This letter confirms the understanding of the parties that should Verizon ("VZ") - New York, Inc., VZ-New England, Inc., Empire City Subway, Telesector Resources Group, Inc., d/b/a Verizon Services Group, NYNEX Information Resources, or the Verizon Communications Inc. ("Companies") engage in telecommunications work within the former operating area of the seven state former Bell Atlantic North Footprint (NY, MA, NH, VI, ME, RI, CT Byram Greenwich Exchange), not previously undertaken by that company, that work shall be bargaining unit work covered by the existing collective bargaining agreements if it is the same or equivalent to the telecommunications work currently performed by bargaining unit members in that company as part of their regular duties.

For example, if VZ-New York, Inc. were permitted by legislation to offer cable television services, the work would include the installation and maintenance of the fiber/coaxial network, the inside wire and converter boxes, and the associated customer representative and accounting work for the CATV service provided.

Nothing in this paragraph affects the parties' (i) existing rights or duties under present contracts, (ii) their legal rights with respect to allegations of management performing bargaining unit work, or (iii) the Company's contractual rights with respect to contracting out work.

For the purposes of this agreement, telecommunications work shall mean the construction, installation, maintenance, marketing and sales of cable television, video, or information and interactive media services, and new and traditional voice and data telephone services.

COMPANIES
/s/Jeffrey Weiner
Executive Director,
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

/s/Christopher Shelton
Christopher Shelton, Assistant to Vice President

Jeffrey Weiner
General Manager, Labor Relations

TRG-NY
August 20, 2000

Mr. Christopher Shelton
Staff Representative
Communications Workers of America
80 Pine Street -37th Floor
New York, New York 10005

Dear Mr. Shelton:

This confirms our agreement to amend Article 49, "Post & Bid" of the Collective Bargaining Agreement for TRG-Network Services and pertaining to the occupational classification of Material Systems Technicians only.

FILLING VACANCIES:

One (1) of three (3) in the Material Equipment Technician (MET) occupational classification will be solicited through the Post & Bid process as it is outlined in Article 49.

The first opening, after ratification of this Agreement, will be posted. Thereafter, the 1 of 3 process will begin.

ELIGIBILITY:

To apply for certification as a Material Systems Technician (MST) the following eligibility requirements must be met:

- Employees must have twelve (12) months or more in the Material Equipment Technician occupational classification.
- Employees must have a satisfactory attendance.
- Employees must have a satisfactory overall performance rating.

CERTIFICATION PROCEDURE AND GUIDELINES:

Applications to become certified must be forwarded by US Mail to the address indicated on the application form.

The Examination will be administered by the Bell Atlantic Equipment Installation Department with a "Candidates Craft Advocate" present.

Required reference materials for preparation and instruction will be provided to all applicants and shall include:

- Quality Assurance Reference Handbook
- NIP74160 (Bell Atlantic Installation Practice)
- NIP74162 (Bell Atlantic Grounding Practice)
- Grounding (Supplement to Grounding Practice)
- Bell Atlantic Code of Business Conduct

Employees will be permitted to take the exam two (2) times in each twelve (12) month period during which they are eligible.

METs will be given three (3) years to become certified. Once certified, they will be upgraded to the MST occupational classification, retroactive to the date of application for the certification exam. Employees failing to become certified or refusing to accept an MST position will be returned to their previous title and unit.

Temporary employees who fail to become certified during their three (3) years of employment will be work completed. Temporary employees will be reclassified to regular employee status upon being certified.

NOTICE OF CERTIFICATION:

Upon successful completion of the certification exam a notice of certification shall be furnished to the employee and a copy sent to the Local Union.

PROMOTIONAL PAY TREATMENT:

An MET who is certified as an MST shall be placed on the lowest step of the MST wage table that results in a wage increase. An MET who is upgraded to MST before reaching the 24 month step shall, upon reaching the 24 month step, be placed on the 30 month step of the MST wage progression table.

TIME-IN-TITLE REQUIREMENT (MST ONLY):

Certified Material System Technicians must have twenty-four (24) months time-in-title to be eligible to apply for posted vacancies under SPV process.

TEMPORARY METs

Temporary METs shall not be subject to the 15% limit on temporary employees contained in Section 2.06 of the Agreement, and shall not be considered in determining the total work force or the 15% limit on temporary employees contained in that Section.

Very truly yours,

/s/ Jeffrey Weiner
General manager,
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

/s/Christopher Shelton
Staff Representative

Jeffrey Weiner
Director, Labor Relations

TRG-NY
August 9, 1998

Mr. Carmine Turchi
Staff Representative
Communications Workers of America
80 Pine Street -37th Floor
New York, New York 10005

Dear Mr. Turchi:

EQUIPMENT INSTALLATION LETTER

This will confirm our agreement to create a committee to explore opportunities for the Company to increase the utilization of Equipment Installation Department Material Equipment Technicians and Material Systems Technicians for the installation of central office equipment and systems. The parties shall be guided, in such exploration, by a mutual desire to achieve, by the use of Company employees instead of vendors, both improved quality and reduced cost.

The committee shall consist of three representatives of the Company, including the Executive Director of Equipment Installation, and three representatives of the Union, including the International Representative responsible for the TRG-NY bargaining unit. The committee shall make any agreed-upon recommendations regarding this matter in no more than six months following the effective date of this agreement, after which the committee shall cease to function.

Very truly yours,

/s/ Jeffrey Weiner
Director, Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

/s/ Carmine Turchi
International Representative

John P. Navarro
Executive Director, Labor Relations

Bell Atlantic

August 11, 1998

Mr. Peter Maher
Area Director
District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Mr. Maher:

Through December 31, 1999, the Company will not contract out work of a type that is not then being contracted out by the Company in order to replace employees who have left pursuant to the extension of the 6 & 6 pension incentive beyond August 8, 1998.

Very truly yours,

/s/John P. Navarro
Executive Director,
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

/s/Peter Maher
Area Director, District One

John P. Navarro
Executive Director, Labor Relations

Bell Atlantic
August 11, 1998

Mr. Peter Maher
Area Director
District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Mr. Maher:

This will confirm our agreement regarding certain issues relating to filling vacancies and reclassification of temporary employees.

1. As of the effective date of this agreement, all employees listed on Attachment A shall be reclassified from temporary to regular, and shall retain their net credited service date and their current wage rate. Any temporary employees not listed on Attachment A who are on the payroll as of the effective date of this agreement, who are not summer hires, and who (a) were hired prior to May 1, 1998 or (b) were hired after May 1, 1998 but had service prior to that date, will be considered to be listed on Attachment A. These reclassifications are being done outside the UTP/SPV process, and the Company has no obligation to post vacancies for these positions. (The term "UTP/SPV", as used in this letter, includes Article 36, Intra-area transfers, and Job Bank.)
2. With regard to employees who were hired as temporary employees between September 11, 1995 and the effective date of this agreement and who have been, or will be, pursuant to paragraph 1, above, reclassified to regular employees, and who did not receive the benefits referred to below, the following shall apply:
 - a. Benefits covered under the Medical Expense Plan, Dental Expense Plan, and Vision Care Plan will be provided to such employees effective on their attainment of six months of net credited service, but in no event for any period prior to September 11, 1995. Employees who attained six months of net credited service prior to the effective date of this agreement will be reimbursed for covered expenses to which they are entitled only if they provide receipts to the Company of covered expenses within 60 days after the ratification of this agreement.

- b. Within 60 days after attaining eligibility for participation in the Savings Plan, or within 60 days after the ratification of this agreement, whichever is later, any such employee may contribute to the Savings Plan, in a lump sum, an amount up to the maximum he or she would have been entitled to contribute between the first of the month following the date he or she was last hired as a temporary employee and the first of the month following the date he or she became a regular employee, and the Company will match such lump sum contribution in accordance with the terms of the Savings Plan.
 - c. All other benefit plans and programs as outlined in the collective bargaining agreement will be provided to such employees upon reclassification from temporary to regular status in accordance with the eligibility requirements of the appropriate benefit plan or program, provided they have attained, or upon their attainment of, the minimum period of net credited service provided in the particular plan or program.
3. All employees reclassified from temporary to regular between 1/1/98 and the effective date of this agreement who had at least six months of net credited service on 1/1/98 will be eligible for 1998 EWDs in accordance with the terms of the applicable collective bargaining agreement.
4. All employees who were reclassified from temporary to regular during 1996 or 1997 and who had at least six months of net credited service on the first day of the year in which they were reclassified, and who did not have the opportunity to take EWDs during the year in which they were reclassified, will be offered a choice between the following two options:
 - a. They may take one day's pay at their straight time rate on the effective date of this agreement for each EWD to which they are eligible; or
 - b. They may take one or two additional EWDs (at their option) for which they are eligible as paid EWDs, to be taken between the effective date of this agreement and the end of 2000. However, such days may be taken during 1998 only if the Company determines, in its sole discretion, that such time off is available in accordance with the needs of the business. The remainder, if any, of EWDs to which the employee is eligible will be paid at the employee's straight time rate as of the effective date of this agreement.

An employee eligible for only one EWD pursuant to this paragraph will have the option of taking pay in lieu of the EWD or taking an additional paid EWD, in accordance with the terms of option (a) or (b), above. Eligible employees must select their option within 30 days of being notified by the Company of what their options are. EWDs to be taken in 1999 and 2000 pursuant to this paragraph will be scheduled during the regular annual process for scheduling time off.

5. For each bargaining unit, during the period from the 3rd Quarter of 1998 through the 2nd Quarter of 2000, the Company will, on a quarterly basis, fill, or be in the process of filling, at least 50% of job vacancies in each UTP area in each title except Field Technician (FT), Central Office Technician (COT), and Customer Service Administrator (CSA), through UTP/SPV job searches, provided there are sufficient qualified UTP/SPV candidates for such positions. In each of those eight Quarters, the company will post 90 positions in the titles of FT, COT, and CSA (combined) which will be filled through UTP/SPV job searches, provided there are sufficient qualified UTP/SPV candidates for such positions. Thereafter, the Company will not hire any regular employees into the FT, COT, or CSA titles until it has posted an additional 30 positions in those titles (combined) which will be filled through UTP/SPV job searches, provided there are sufficient qualified candidates for such positions. Thereafter in each of the eight Quarters, with respect to FTs, COTs, and CSAs, the Company will fill, or be in the process of filling, at least 50% of job vacancies in each UTP area in each title through UTP/SPV job searches, provided there are sufficient qualified UTP/SPV candidates. By the end of the eight Quarters, the Company will have filled, or be in the process of filling, a minimum number of jobs, by title and area, as detailed on Attachment B, through UTP/SPV job searches. It is understood that UTP/SPV job searches include intra-area UTP transfer requests, and, with regard to the Plant bargaining unit, Article 36 transfer requests. In addition, for UTP Units not covered by Attachment B, the Company will, by the end of the eight Quarters, post at least one job vacancy in each title and UTP Unit in which the Company either hired an employee or reclassified a temporary employee (excluding employees reclassified pursuant to paragraph 1, above) to regular between September 11, 1995 and the effective date of this agreement. Whenever the Company commences to have an obligation, under this paragraph, to fill at least 50% of job vacancies in any title and universe through UTP/SPV job searches, it will first offer such positions to former temporary employees listed on Attachment B to the "Special Incentive 6 & 6 Pension" provisions of this MOU who held the same title in the same UTP Area, in order of net credited service. Any person who declines such offer shall be stricken from the list. The rehiring of such former employees shall

be independent of any 50% obligation contained in this paragraph. Any grievance involving the true intent and meaning of this paragraph shall be presented directly at the third step of the grievance procedure.

6. UTP/SPV applicants who are selected and offered positions for which they have applied may not refuse the assignment.
7. Both SPV and Job Bank vacancies will be posted concurrently and held open for application by employees for a period of two weeks.
8. All pending grievances and arbitration cases dealing with the hiring of regular or temporary FTs, COTs, and CSAs and/or the reclassification of temporary FTs, COTs, and CSAs are withdrawn.
9. Except as set forth in this letter of agreement, the Company will have no obligations associated with the 20% hiring provision contained in the UTP Letter of Agreement dated 4/3/94 with respect to FTs, COTs, and CSAs, regardless of whether a claim has been filed.
10. An employee who is placed pursuant to a UTP/SPV request and who retreats at his or her request will be precluded from any UTP/SPV consideration for one year from the retreat date. An employee who is placed pursuant to a UTP/SPV request and who is retreated at the Company's initiative will be precluded for six months from UTP/SPV consideration for the same job with the same qualifications. After the second and subsequent retreats at the Company's initiative, normal UTP rules will apply.
11. Employees who are promoted to the COT, FT, and CSA occupational classifications during the eight Quarters referred to in paragraph 5, above, or who were promoted to such occupational classifications during the period from September 1, 1994 through the end of the second quarter of 1998, and who have remained in such occupational classification for at least six months, may make a claim for retroactive pay to the Employee Placement Team (EPT). The claim must be submitted within 45 days of the end of such six month period or within 45 days of the ratification of this agreement, whichever is later. The EPT, pursuant to the EPT Bypass Guidelines, which have been agreed upon, will consider whether the employee would have been awarded a position that the Company would have filled through UTP/SPV job search and which the Company filled by hiring a regular employee or by converting a temporary employee to regular. If the EPT decides that the employee would have been awarded such a job, the employee will be paid a basic weekly wage rate differential for a period not to exceed two years,

measured from the earliest bypass date. If the EPT decides that the employee would not have been awarded such a job, the decision of the EPT shall be final and binding, and not subject to grievance and arbitration. If the EPT is unable to agree on the question whether the employee would have been awarded such a job, the issue shall be referred to the third step of the grievance procedure, and, failing resolution at third step, arbitration pursuant to paragraph 12, below, provided that the issue at third step and arbitration shall be limited to whether the employee would have been awarded the job pursuant to the EPT's written guidelines, and that any remedy will be limited to the relief that could be awarded by the EPT.

12. In lieu of the procedures specified in the Arbitration Article, any grievance involving the true intent and meaning of paragraph 5 or 11 of this letter may be referred directly to the third step of the grievance procedure and, failing resolution, shall be submitted to arbitration under the Expedited Arbitration Article, with the following modifications:
 - (a) There shall be a single panel of three (3) umpires selected to serve for all the collective bargaining agreements covered by this letter.
 - (b) The subsections of the Expedited Arbitration Article dealing with the non-precedential nature of decisions and the limitation on back pay shall not be applicable.
13. All the provisions of this letter of agreement will terminate on August 4, 2000, except for paragraphs 6, 7, and 10, which will remain in effect.
14. Commencing on or before April 1, 2000, the parties will meet to discuss new contract provisions relating to filling vacancies.

Very truly yours,

/s/ John P. Navarro
Executive Director,
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

/s/ Peter Maher
Area Director
District One

John P. Navarro
Executive Director, Labor Relations

Bell Atlantic

August 11, 1998

Mr. Peter Maher
Area Director
District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Mr. Maher:

This will confirm our agreement that whenever the Company requires an employee to submit proof of illness in order to be paid for an incidental absence due to personal illness, the Company will reimburse the employee at departmental expense for any payments the employee is required to make to a doctor in connection with securing a note after the supervisor's request. Proof of illness, in the form of a doctor's note or other documentation, may be required in supervision's discretion in particular absence situations where, for example, poor attendance patterns are evident, or circumstances raise questions that the absence may not be caused by an illness.

Very truly yours,

/s/ John P. Navarro
Executive Director,
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

/s/ Peter Maher
Area Director
District One

2003 Memorandum of Understanding Corporate Profit Sharing

The Following Corporate Profit Sharing Plan shall apply during the term of this Agreement:

Section 1. Plan Purpose.

The corporate Profit Sharing Plan ("CPS") is designed to encourage and reward employees for their contribution to Company profits.

Section 2. Plan Years: The CPS will provide awards for results in calendar years 2003, 2004, 2005, 2006, and 2007, with awards payable in 2004, 2005, 2006, 2007 and 2008.

Section 3. Eligibility.

- a. Eligible Employees. Full-time and part-time regular and temporary employees who are on the payroll for at least 90 days during an applicable Plan Year will be eligible to receive a CPS Distribution to the extent earned and payable. Employees who resign or are discharged for cause prior to December 31 of the Plan Year forfeit their eligibility to receive a CPS Distribution.
- b. Proration for Partial Years. For an employee who is employed more than 90 days, but less than 12 months, of the Plan Year, the employee's CPS Distribution will be prorated by twelfths to correspond to the number of months of participation during the Plan Year. For purposes of proration, a month will be taken into account if the employee is actively participating on the first day of the calendar month.
- c. Proration for Part-Time Employees. CPS Distribution for each eligible part-time employee will be prorated as a percent of the normal workweek for a full-time employee in the same title.

Section 4. Time Worked and Leaves of Absence.

The following will count as time on the payroll for CPS Distributions:

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

- b. Departmental leave (up to 30 days).
- c. Time that an employee is eligible to receive pay for Military Leave.
- d. Up to 30 days for Anticipated Disability Leave and Child Care leave combined.
- e. Up to 30 days for any other approved leave.

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

Section 5. Separations.

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

- a. Retirement
- b. Separation due to force surplus
- c. Transfer (or a quit/hire, with a break not exceeding 30 days) to another company that participates in this Plan or to an affiliated company with a collectively bargained corporate profit sharing plan that is substantially similar to this Plan, and the employee is on the payroll of such company on December 31 of the same year
- d. Death of the employee
- e. Promotion to management, and the employee is on the payroll of the company in which he or she is employed as a manager on December 31 of the same year

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

Section 6. CPS Distribution Calculations

- a. **Standard Award: The "Standard" CPS Distribution shall be as follows:**

Performance Year	Standard CPS Distribution	Year Payable
2003	\$500	2004
2004	\$500	2005
2005	\$500	2006
2006	\$500	2007
2007	\$500	2008

- b. Performance Percentage. The actual CPS Distribution per eligible employee will be calculated by multiplying the “Standard” CPS Distribution by a “Performance Percentage” for the Plan Year that shall not be less than 0% and not more than 200%. The “Performance Percentage” shall be based on the performance percentage that is applicable to the financially driven component of the short-term annual cash incentive award (the “STIP” award) payable for that performance year to the Chief Executive Officer(s) of Verizon Communications (the “CEO”). The Performance Percentage for this Plan for a given year shall bear the same relationship to 200% as the performance percentage that is awarded to the CEO for financial results in that year bears to the maximum percentage available to the CEO for financial results under the STIP plan. For example, for any performance year in which the performance modifier for the CEO is based on a range from 0% to 200%, then the Performance Percentage under this Plan shall be equal to the performance modifier applicable to the CEO for the same performance year. For any performance year in which the performance modifier for the CEO is based on a range from 0% to 100%, then the Performance Percentage under this Plan shall be equal to the product of two times the performance modifier applicable to the CEO for the same performance year.
- c. **Notwithstanding paragraphs (a) and (b) above, the minimum distribution for Performance Year 2003 will be \$500, the minimum distribution for Performance Year 2004 will be \$550, the minimum distribution for Performance Year 2005 will be \$600, the minimum distribution for Performance Year 2006 will be \$650, and the minimum distribution for Performance Year 2007 will be \$700, subject in all cases to prorating under Section 3.\$700, subject in all cases to prorating under Section 3.**

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

A copy of the approved STIP achievement scale for the performance year, which sets out the financially driven performance modifiers that would be applicable to various financial results for the year. The unions will treat this information as confidential and proprietary information and will not disclose the information to any person for any purpose other than monitoring the administration of the CPS program.

A report on the outcomes of the factors that affect the financially driven component of the CEO's STIP award for a performance year. This information will be provided as soon as practicable after the end of the performance year.

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

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

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

- a. The CPS distribution will be taken into account for purposes of the Supplemental Monthly Pension calculation under the qualified pension plan.

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

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

Section 10. Grievances and Arbitration. The employee's employing company shall have the discretion to administer this Plan according to its terms. The employing company's interpretations and determinations under this Plan shall be final and binding. The employee's union representative may present grievances relating to matters covered by the Plan but neither the Plan nor its administration shall be subject to arbitration, except that the limited issue of an employee's eligibility to participate in a specific distribution under the Plan shall be arbitrable.

ADVISORY COMMITTEE ON HEALTH CARE (ACHC)

Motivated by a mutual concern over health care issues, the Company and the Union recognize the following responsibilities:

- examinations and analyses of the major areas of health care costs for Bell Atlantic and its employees;
- considerations of additional cost containment measures, as appropriate;
- examinations of the recommendations and findings of various health care coalitions and other organizations concerned with the quality and cost of health care;
- an exploration of proposed federal and state legislation;
- encourage Health Maintenance Organizations to price their services competitively so as to encourage employee participation;
- an examination of educational programs dealing with life styles and health status and the relationship between the two;
- making recommendations regarding all of the above areas of health care cost containment;
- recommend and develop joint educational programs to help employees make better use of the medical plan and encourage employees to become better consumers of medical services;
- 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;

The Company and the Union also recognize the following need with respect to the implementation of Managed Care Programs:

- issue an RFP to potential carriers, including general managed care network carriers, specialized mental health/substance abuse managed care firms, and mail order and retail prescription drug firms,

- review proposals, interview carriers, and make a recommendation on the selected carrier(s);
- discuss timing of the network's implementation and roll-out in various geographic sites, including reviewing and providing input on the readiness of sites;
- assist with additional provider recruitment as required;
- assist with employee communications on network implementation and other issues, to aid in the education and training of employees and union representatives on network enrollment, operation and usage;
- create a constructive process for problem resolution on employee claim and network usage issues;
- identify health promotion and wellness needs, and assist in developing programs to meet employee wellness issues throughout the network if appropriate;
- identify opportunities to enhance network utilization and effectiveness;
- review ongoing network performance such as provider access, service indicators, quality, responsiveness to employee needs, employee satisfaction issues and surveys.

To address the above needs, the Company and the Union agree to continue the Advisory Committee on Health Care at the regional level. The Advisory Committee shall be a high level committee which will provide oversight and act on approved recommendations.

The Advisory Committee (ACHC) shall have a total of not more than four (4) management representatives from Bell Atlantic and not more than three (3) representatives designated by the CWA including one from the International and one (1) representative designated by the International Brotherhood of Electrical Workers Local 2213 ("IBEW"). The ACHC shall work directly with the Director - Health Benefits and Life Services of Bell Atlantic. As needed, outside experts (e.g. representatives of carriers and third-party administrators) shall attend the Advisory Committee meetings.

The Advisory Committee shall meet from time-to-time but at least four times each year.

The Working Committee shall have a total of not more than two (2) management representatives and a total of not more than two (2) representatives appointed by the CWA and one (1) representative appointed by the IBEW. The Working Committee will meet periodically as necessary to resolve issues as delegated by the Advisory Committee.

These Committee (s) shall develop facts and use consensus so that well-informed decisions can be made regarding the matters covered by this provision.

APPENDIX A

ROLE OF THE ADVISORY COMMITTEE ON HEALTH CARE (ACHC)

1. Solicit proposals from potential carriers, including (1) general managed care carriers, (2) specialized mental health/substance abuse managed care firms, and (3) mail order and retail prescription drug providers.
2. Review proposals, interview carriers, and provide input and recommendations to the Company on the selected carrier(s).
3. Conduct on-site visits to all finalists.
4. Discuss timing of implementation and rollout in various geographic sites, including reviewing and providing input on the readiness of sites.
5. Assist with employee communications on implementation and other issues, to aid in the education and training of employees and business agents on network enrollment and operation.
6. Assist in actual implementation.
7. Identify health promotion and wellness needs, and assist in developing programs to meet employee wellness issues.

APPENDIX B

ROLE OF THE WORKING COMMITTEE ON HEALTH CARE

1. Create a constructive process for problem resolution on employee claim and network usage issues.
2. Identify opportunities to enhance utilization and effectiveness of network providers.
3. Review ongoing network performance such as provider access, service indicators, quality, responsiveness to employee needs, employee satisfaction issues and surveys.
4. Address the process to be utilized in extending until October 31, 1998 the filing of prior year claims that have been filed in an untimely manner, and resolve appeals associated with the issue.

CASH PAYMENTS FOR EMPLOYEES

As soon as practicable after ratification of this agreement, but in no event later than September 30, 1998, the Company will make a cash payment of \$500 to each employee on the payroll on the effective date of this agreement.

As soon as practicable after August 8, 1999, but in no event later than September 30, 1999, the Company will make a cash payment of \$400 to each employee on the payroll on August 8, 1999.

Cash payments to part-time employees shall be prorated in accordance with the existing contract provisions on payments of benefits to part-time employees.

The following provisions shall be applicable to the above cash payments:

1. They shall be subject to federal, state and local tax and FICA withholding.
2. They will be used in determining deductions for union dues.
3. They will enter into computations of overtime worked.
4. They shall not be used in the calculation of any benefit payments, company contributions or allotments pursuant to any Company savings or benefit plans or programs.

Jeffrey M. Weiner
Executive Director, Labor Relations

TRG – NY
January 18, 1999

Mr. Carmine Turchi
Staff Representative
Communications Workers of America
80 Pine Street – 37th Floor
New York, NY 10005

Dear Mr. Turchi:

This agreement satisfies the "Equipment Installation Letter" dated August 11, 1998. As a result of our mutual effort to explore opportunities for the expansion of the number of employees within the Equipment Installation Department, the Company and the Union have agreed to the following:

- The Company shall expand its present N.Y. EI force by 35 positions by the end of the fourth quarter of 1999.
- The Company agrees to transfer, by order of seniority, first, any incumbent Material System Technicians, and then any incumbent Material Equipment Technicians, prior to hiring or accepting bids for new positions at any desired work location.
- The last two sentences of Section 8.05 shall not apply to temporary transfers of Material System Technicians, Material Equipment Technicians or Material Technical Assistants within the Downstate Area or within the Upstate Area. For the purpose of this agreement, the Downstate area is defined as New York City and Long Island. Upstate Area is defined as Mid-State, Western Area, Central Area and Northeast Area.

- The Company agrees to establish TRG Network Service Titles in Albany and Poughkeepsie, New York with the following minimum initial compliment of bargaining unit positions: Albany (4), and Poughkeepsie (4). In addition, the Company will supplement the existing force in Syracuse by 2.
- The Company agrees to allocate the remainder of the new additional bargaining unit positions as follows: Local 1101 (8), 1104 (9), and 1106 (8).
- The Company and the Union will meet during the 4th quarter of 1999 to review the implementation of this agreement.

Very truly yours,

/s/Jeffrey Weiner
Executive Director,
Labor Relations

AGREED:
COMMUNICATIONS WORKERS of AMERICA

/s/Carmine Turchi
Staff Representative

August 5, 2000

Mr. Christopher Shelton
Area Director, District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Mr. Shelton:

The Company and the Union recognize the importance of maximizing the number of employees on the job. The parties further recognize that a variety of factors contribute to absence, and that no single approach can effectively address the parties concerns in this area.

In support of their mutual desire to promote good attendance, the Company and the Union will create a Joint Attendance Committee, to be co-chaired by a Manager at the Director level and an International Representative of the Union. The Committee will explore the factors that contribute to employee absence, and will mutually seek appropriate solutions. In this connection, the Committee will explore issues relating to employee health and other underlying reasons for absence, work environment, the absence control program, third medical opinions, and others.

The Committee will meet at times and places as mutually agreed, and will issue reports as it deems appropriate.

Very truly yours,

/s/Jeffrey Weiner
Executive Director,
Labor Relations

AGREED:
Communications Workers of America
AFL-CIO

/s/Christopher Shelton
Area Director, District One

August 5, 2000

Mr. Christopher Shelton
Area Director, District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Mr. Shelton:

This will confirm our agreement regarding the assignment of work related to the installation and repair of PC hardware and software. This letter of agreement supplements the letter of agreement dated August 11, 1998, which remains in effect.

1. New PC Installation and Configuration

- (a) LAN Managers will maintain controlled lists of IP addresses, Workstation IDs, Position IDs and phone numbers for the users and request/secure the necessary IDs, shares, directories, PC IP addresses, etc. and provide them to the Integration and Planning Group and directly to the technicians.
- (b) Technicians will perform the initial setup on the user's desktop, unboxing, network printer mapping, connecting the Network Interface Card (NIC) or any similar device on the workstation to the wiring hub or LAN, enter the NT computer name, workstation IP, DNS, and WINS address into the workstation, reboot the machine and test for network connectivity.
- (c) LAN Managers will perform the necessary software configurations for client-server installations, including domain permissions, shares, mapping to server hard drives, software mapping of client/server based software, etc., and perform testing of their work before turnover to the user.

2. PC Replacement

- (a) User file backup is a shared responsibility. LAN Managers will provide all user information (IP address, PC password, etc.) to the technicians.

- (b) Technicians will perform the work described in paragraph 1(b); LAN Managers will perform the work described in paragraph 1(c).
3. Network Printer Installation/Replacement
 - (a) Technicians will perform initial printer setup: unboxing, NIC installation, IP addressing etc.
 - (b) Technicians will perform printer mapping, if required.
 4. Non-Network PC Printer/Peripheral Installation/Replacement
 - (a) Technicians will perform installation or replacement of non-networked printers/peripherals.
 - (b) Technician will load software and drivers, if required.
 - (c) Technician will perform testing and turnover to user.
 5. Software Advisory Committee
 - (a) A Company/Union Software Advisory Committee (SAC) will be established for the purpose of categorizing software applications to distinguish unique or specialized software applications (client/server based and/or PC based) from standard PC based application software.
 - (b) The SAC will be comprised of one Company representative from Labor Relations, one Company representative of the IS department and two Union representatives.
 - (c) The SAC will perform its review of all current software applications within 90 days of the date of this agreement.
 - (d) If the SAC is unable to agree on the categorization of a software application, the Union may present a grievance directly at the 3rd Step of the grievance procedure and arbitrate any such grievance that is not adjusted at 3rd step.
 - (e) Until a software application has been categorized, either by agreement of the SAC or by an arbitrator, it shall be treated as unique or specialized.

6. Software Installations/Upgrades

- (a) The Company reserves the right to purchase PCs, printers and peripherals with software or a software image preinstalled.
- (b) The Company reserves the right to install mechanized processes that will:
- (c) enable images and software to be electronically downloaded from a centralized server directly to the user's workstations;
- (d) give end users the capability to perform upgrades of any and all software applications on the end user's computer.
- (e) If a corrupted/improper image or corrupted application file is encountered during the work described in paragraphs 1(b) or 1(c), the LAN Manager will determine the appropriate course of action to take. This will include reloading of the image or application file by the technician, or returning the PC, printer or peripheral to the vendor for resolution of the problem.
- (f) Manual installations or upgrades of software applications (via disks or downloaded from a network server) will be performed by LAN Managers in the case of a software application categorized as unique or specialized, and by technicians in the case of a software application categorized as standard PC based.

7. Repair

- (a) Hardware repairs will be referred to CTS for resolution.
- (b) Network and software repairs will be referred to EUS for resolution.
- (c) If a dispatch is made in the course of performing the work described in paragraph 7(a) or 7(b), and it becomes necessary to reload corrupted or invalid software applications or corrupted or invalid software application files, the dispatched person will perform the reloading. If the software application has been determined to be unique or specialized, the LAN Manager will determine who will perform the reloading.

8. Support

- (a) LAN Managers will provide Tier 2 support to users. This includes requests for new IDs, password resets, E-LU sessions, printer gens and host applications.
- (b) LAN Managers will provide training and/or guidance to the users on a continual basis.

9. Laptops

- (a) Laptops that are the end users' principal means of interfacing with the Corporate Network will be subject to the terms of this agreement. These includes laptops that utilize docking stations or dial up connections from the end users' office locations.
- (b) Laptops that are used only as mobile telecommuting devices are not subject to this agreement.

10. Qualifications and Productivity

- (a) The parties acknowledge that in order to insure the success of this letter of agreement, technicians assigned to perform the software work described above must be determined by the CTS organization to be fully qualified, and that reasonable productivity standards must be maintained.
- (b) The parties will creatively address issues regarding technician qualifications and productivity in the SAC.

Very truly yours,

/s/Jeffrey Weiner
Executive Director,
Labor Relations

AGREED:
Communications Workers of America
AFL-CIO

/s/Christopher Shelton
Area Director, District One

VERIZON

August 5, 2000

Mr. Christopher Shelton
Area Director, District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Mr. Shelton:

This will confirm our agreement to establish a joint committee to deal, on an ongoing basis, with issues related to the effective administration of the contractual grievance procedure. Such issues may include, but are not limited to, the presence of appropriate representatives at certain types of grievances, the enforcement of contractual time limits, and compliance with grievance settlements.

The committee will be chaired by the Company's Executive Director of Labor Relations and the Union's Area Director, and will meet quarterly at mutually convenient times and locations.

Very truly yours,

/s/Jeffrey Weiner
Executive Director,
Labor Relations

AGREED:
Communications Workers of America
AFL-CIO

/s/Christopher Shelton
Area Director, District One

August 5, 2000

Mr. Rick Martini
Staff Representative
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Mr. Martini:

This will confirm our agreement with regard to the equalization of overtime and the sequence of call list for the purpose of assigning overtime to Storekeepers covered by the Plant Agreement and Head Materiel Attendants and Driver "B"s covered by the TRG-NY Agreement.

1. The unit for purposes of equalization of overtime shall be the first line supervisor's group.
2. Where management and the Local Union agree, when a single Storekeeper, Head Materiel Attendant, or Driver B is assigned to a work location as a reporting point, all overtime at that work location will be offered first to that Storekeeper, Head Materiel Attendant, or Driver B.
3. If the overtime offered under paragraph 2, above, is refused, or if additional Storekeepers, Head Materiel Attendants, or Driver Bs are required to work overtime, the sequence of call list shall be used.

Very truly yours,

/s/Jeffrey Weiner
Executive Director,
Labor Relations

AGREED:
Communications Workers of America
AFL-CIO

/s/Rick Martini
Staff Representative

VERIZON

August 5, 2000

Mr. Christopher Shelton
Area Director, District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Mr. Shelton:

The parties acknowledge their interest in developing a "hiring hall" system for the purpose of having the Union provide the Company with qualified candidates for employment. To that end, the parties will meet, commencing no later than October 1, 2000, in an effort to agree on the terms of such a hiring hall system.

Among the issues to be discussed are the occupational classifications that would be subject to the hiring hall, joint apprenticeship training, the wage rates for employees hired under the program, the degree of the Company's obligation to use the hiring hall as opposed to hiring temporary or regular employees from other sources, and the Company's rights when the hiring hall does not provide sufficient qualified candidates.

If the parties are unable to agree on all the terms of a hiring hall system by April 1, 2001, they will discontinue their discussions of the matter.

Very truly yours,

/s/Jeffrey Weiner
Executive Director,
Labor Relations

AGREED:
Communications Workers of America
AFL-CIO

/s/Christopher Shelton
Area Director, District One

VERIZON

August 3, 2003

**Mr. Christopher Shelton
Assistant to the Vice President
Communications Workers of America
AFL-CIO, District One
80 Pine Street, 37 th Floor
New York, New York 10005**

Dear Mr. Shelton:

This will confirm our agreement that the wage rate of any employee whose wage rate has been green circled pursuant to the Force Adjustment Plan will continue to be green circled for the life of this agreement.

Very truly yours,

**/s/Jeffrey Weiner
Executive Director,
Labor Relations**

**AGREED:
Communications Workers of America
AFL-CIO**

**/s/Christopher Shelton
Assistant to the Vice President**

August 3, 2003

**Mr. Christopher Shelton
Assistant to the Vice President
Communications Workers of America
AFL-CIO, District One
80 Pine Street, 37 th Floor
New York, New York 10005**

Dear Mr. Shelton:

1. Commencing January 1, 2001, the Company will implement a process which will allow employees to request lateral transfers or downgrades between positions in NY/NE Companies and Mid-Atlantic Companies. The process will be developed by a Working Committee consisting of four representatives of the Company and four representatives of the Union. The Working Committee shall have the authority to extend the above commencement date by mutual agreement.

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

Verizon New England Inc.

Verizon New York Inc.

Empire City Subway Company (Limited)

Telesector Resources Group, Inc.

Verizon Yellow Pages Company (NY/NE only)

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

Verizon Pennsylvania Inc.

Verizon New Jersey Inc.

Verizon Delaware Inc.

Verizon Maryland Inc.

Verizon Virginia Inc.

Verizon Washington, D.C. Inc.

Verizon West Virginia Inc.

Verizon Services Corp.

3. This agreement does not apply to requests for upgrades. This agreement does not apply to employee requests for lateral transfers or downgrades within these companies, among the NY/NE Companies, among the Mid-Atlantic Companies, or to any other employee movements covered by other provisions of the collective bargaining agreements, if any. Applicants under this plan will be given consideration for placement before consideration of new hires.

Very truly yours,

**/s/Jeffrey Weiner
Executive Director,
Labor Relations**

**AGREED:
Communications Workers of America
AFL-CIO**

**/s/Christopher Shelton
Assistant to the Vice President**

August 5, 2000

Mr. Christopher Shelton
Area Director, District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Mr. Shelton:

This will confirm our agreement that this letter of agreement, setting forth the conditions and procedures regarding participation in the Next Step Program, supersedes the letters of agreement on this subject dated May 24, 1995, September 23, 1999, and September 29, 1999.

Commencing in calendar 2001, classes under the Next Step Program will commence only in the Fall semester. The Company will make available 250 Next Step Program seats available each year, on the basis of one class per college per year, subject to each college's determination that there are a sufficient number of qualified applicants to enable classes to be conducted.

In order to qualify as a participant in the Next Step Program an employee must have at least 8 years of net credited service and must, as of September 1 of the year of entrance into the Program, be either (a) in the Field Technician (FT) or Central Office Technician (COT) title, or (b) qualified on the UTB-R and Technical Minicourse (TMC). Prior to acceptance into the Program, all applicants must pass the required qualifying test administered by the colleges participating in the Program.

A. NTC Employees

The following shall apply to "new to craft" (NTC) employees, i.e., employees who do not have the title of Field Technician or Central Office Technician prior to placement in the Next Step Program:

1. An NTC applicant who has passed the required qualifying test and who is accepted into the Program will first be assigned the job function of Field Technician or Central Office Technician for a period of approximately six months prior to the commencement of university classes. It is recognized by both parties to this agreement that due to university scheduling procedures, there may be some employees who will

experience longer assignment (up to one year) prior to the commencement of university classes.

2. The title upgrade to Telecommunications Technical Associate (TTA), the pay treatment and pension band shall be effective the first day of the week (Sunday) in which the employee starts the assignment. The employee's wage rate shall be adjusted to the maximum weekly wage rate of a FT/COT.
3. During the pre-university assignment, the NTC employee will attend basic technical training courses and will perform regular field work within the title to which assigned.
4. Retreat rights for both the employee and the Company will apply during the pre-university assignment.
5. Upon the conclusion of the pre-university assignment, the NTC employee will be scheduled to commence course work in the degree program.

B. Field Technicians and Central Office Technicians

1. The title upgrade to TTA, the new pay treatment and pension band shall be effective the first day of the week (Sunday) in which the employee is scheduled to begin university classes. The employee's wage rate shall be adjusted to the maximum weekly wage rate of a Field Technician/Central Office Technician.

C. All Next Step Participants

1. Employees enrolled in the Next Step Program shall be provided time off the job with one day's pay per week to attend classes. Attendance at the university shall be treated as a work day under the provisions of the parties' collective bargaining agreement unless modified by the provisions below.
2. All applicable benefit plans and programs currently in effect, as well as Workers Compensation coverage, shall apply to an employee's attendance in the Next Step Program.
3. Upon successful completion of one half of the credits in the Program, the employee's weekly wage rate shall be adjusted upwards. The new wage rate shall be half the difference between the maximum wage for the Field

Technician/Central Office Technician and the maximum rate for Telecommunications Technical Associate.

4. Upon completion of the Program the employee's wage rate shall be adjusted to the maximum wage rate for a Telecommunications Technical Associate.
5. In determining whether an employee has successfully completed one half the Program credits or the entire Program, the Company will take into account credits that an employee has earned even though the employee was exempted from taking a certain course because the employee passed a required test.
6. Shifted tour, DTA and Board and Lodging provisions of the collective bargaining agreement shall not apply to an employee's university attendance.
7. No transportation to the university shall be provided by the Company.
8. Employees who take vacation on a scheduled college day shall not be provided additional time off to attend college since the college program is given only on specified dates in each semester. Any course work missed shall be the responsibility of the employee, to be made up on his or her own time. If an employee attends the university classes during a scheduled vacation week, the employee shall be granted another vacation day.
9. If the university expects class attendance on an Article 24 holiday and the employee so attends, the employee shall be granted another day off with pay in that week or in the following three weeks in lieu of the Article 24 holiday.
10. Employees enrolled in the Next Step Program shall not be removed from night tours as a result of their enrollment in the program unless their program participation interferes with their ability to work night tours on the work days when they do not attend classes.
11. The employee shall maintain a Grade Point Average (GPA) of 2.0 to remain in the program. This is a State University of New York requirement. If an employee fails to maintain a GPA of 2.0, he or she shall leave the program and be placed in the Field Technician or Central Office Technician occupational classification, job and pension band,

according to his or her current job assignment. There is extensive academic support built into the program to assist the employee in maintaining the GPA of 2.0.

12. TTA personnel shall be integrated into current overtime procedures; however, during the period of cross-training (inside/outside) participants may not be qualified to perform all overtime work or because of specific cross-training obligations may not be available to work overtime.
13. It is the parties' intent with this letter of agreement to treat the employees' university attendance as if it were a normal work day at straight time under the collective bargaining agreement and not to prejudice or provide windfalls for an employee, because of an unintentional or peculiar application of the collective bargaining agreement.
14. TTAs will not be eligible to participate in the SPV process or Article 36, Interarea Transfer Requests, for 36 months from date upgraded to TTA title. TTAs will be included with the classification they are assigned to (COT or FT) for purposes of Article 8 moves within their Article 8 unit.
15. After 36 months in title, TTAs will be eligible to participate in the SPV process, and will be allowed to bid on COT and FT vacancies regardless of their current occupational classification assignment.
16. After 36 months in title, TTAs will be included with the occupational classification assigned to (COT or FT) for the purpose of Article 8 and Article 36 transfers, subject to all the requirements and conditions in those Articles.
17. If an employee drops out of the Program, the employee shall retreat to his or her previous title, and will be precluded from any SPV consideration for one year from the retreat date. Appeals for re-admission to the Program shall be presented to the Employee Development Board.
18. An employee shall be permitted to take a leave of absence from the Program for cause. Cases shall be reviewed on an individual basis by the co-directors of the Next Step Program.
19. Employees already in the Field Technician or Central Office Technician TTA participants shall usually remain in their current assignment. If a participant is required to move to another assignment within the TTA

title during the Next Step Program, it shall be in accordance with the Non-Surplus Transfer Letter. Employees not in the Field Technician or Central Office Technician titles shall be transferred to an assignment within the new title. For those employees whose current work location is in Upstate New York, the employee shall, by seniority, select a work location as offered by the Company in a Plant organization in accordance with the Non-Surplus Transfer Letter. For those employees whose current work location is in Downstate New York (Westchester and South), the employee shall, by seniority, select a work location as offered by the Company in a Plant organization within the UTP area. All employees in the program shall meet the basic qualifications for the job duties assigned.

20. Employees will not be permitted to enter the Next Step Program as TTA participants in or after the Fall semester of 2001 unless they first sign an agreement to reimburse the Company for Next Step tuition costs in the event they voluntarily leave the employment of the Company, other than by retiring with a service pension, within 2 years after completion of the program.

Very truly yours,

/s/Jeffrey Weiner
Executive Director,
Labor Relations

AGREED:
Communications Workers of America
AFL-CIO

/s/Christopher Shelton
Area Director, District One

August 3, 2003

**Mr. Christopher Shelton
Assistant to the Vice President
Communications Workers of America
AFL-CIO, District One
80 Pine Street, 37 th Floor
New York, New York 10005**

Dear Mr. Shelton:

This will confirm our agreement regarding the Company's commitment in connection with new contracting initiatives.

The Company agrees that through December 31, 2007, it will not contract out work that is not being contracted out on the effective date of this agreement.

The parties further agree to continue a Contracting Initiatives Committee, which will be chaired by the Company's Regional Bargaining Agent and the Union's Area Director, each of whom may appoint up to two additional members. The purpose of the Committee is to give the parties the opportunity to conduct open and thorough discussions concerning the Company's intention and rationale regarding the contracting out of bargaining unit work. The Committee will also discuss issues regarding the following exceptions to the restriction on new contracting initiatives: The restriction shall not preclude contracting out work to meet peak load requirements which cannot be covered with overtime or to deal with emergency situations (such as severe weather conditions).

In addition, commencing January 1, 2008, the Company will notify the Union at least six months in advance of any new contracting initiatives. The Contracting Initiatives Committee will then have the opportunity to discuss such new major initiatives. In these discussions, the goal of the parties will be to balance the needs of customers, the provision of excellent service, and the use of bargaining unit employees to perform bargaining unit work.

Very truly yours,

/s/Jeffrey Weiner
Executive Director,
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO

/s/Christopher Shelton
Assistant to the Vice President

August 5, 2000

Mr. Christopher Shelton
Area Director, District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Mr. Shelton:

Effective no later than March 1, 2001, a new temporary job title entitled "Health Care Coordinator" ("HCC") will be established in each bargaining unit with a wage table equivalent to Wage Table 1 in the Plant agreement and a Pension Band of 124. The HCCs will be under the direction of the Company's Benefits Delivery Organization. The Company will establish a total of three HCC positions among the CWA and IBEW, Local 2213 bargaining units, and the Unions may designate the three employees to be HCCs on a temporary basis. When the employee's temporary assignment ends, the employee will be returned to his or her regular job.

The HCCs must successfully complete a Company training program and demonstrate full understanding of the Company's benefits, including the disability, medical, dental, and vision plans, but not the pension or savings plan. In order to facilitate the prompt, cooperative resolution of employees' questions and/or problems under the Company's benefit plans, the HCCs will act as liaisons between employees with inquiries or disputes concerning their benefits and the carrier-administrators.

The HCCs will be provided contact names and telephone numbers to use when discussing individual cases with the carrier-administrators; however, the HCCs will not disclose these names or numbers to other employees. The HCCs will not have authority to vary plan provisions or override decisions of the carrier-administrators on claims or appeals; however, the HCCs may write and present claims and appeals on behalf of employees to ensure complete, impartial presentation of relevant information. The HCCs may be assigned other duties, such as employee education on plan changes or other issues.

Due to confidentiality requirements, (a) the carrier-administrators will communicate medically sensitive information only to the employee, unless the employee and, if applicable, 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 HCCs; and (b) the HCCs will not discuss or disclose information on medical issues, questions or disputes to anyone other than the affected employee, carrier-administrators, or the Company Benefits Delivery Organization. The Company's Benefits Delivery Organization will review these confidentiality release forms and, if appropriate, recommend revisions to the carrier-administrators.

The HCCs will report as required to the Company's Benefits Delivery Organization concerning the full scope of their activities, including all interactions with carrier-administrators on claims and appeals.

The provisions of this letter will not be subject to the grievance or arbitration procedures.

Very truly yours,

/s/Jeffrey Weiner
Executive Director,
Labor Relations

AGREED:
Communications Workers of America
AFL-CIO

/s/Christopher Shelton
Area Director, District One

August 3, 2003

Mr. Christopher Shelton
Assistant to the Vice President
Communications Workers of America
AFL-CIO, District One
80 Pine Street, 37 th Floor
New York, New York 10005

Dear Mr. Shelton:

This will confirm our agreement during bargaining that the issue of Ergonomics is important to both parties. Accordingly, the parties agree that, within sixty (60) days of the ratification of the 2003 collective bargaining agreement, the National Managers of Inside and Outside Ergonomics, respectively (along with two other Company representatives) will meet with the Union's Director of Health and Safety for District 1 (along with two other local Union representatives) to discuss further collaborative development and implementation of the inside and outside Ergonomics Programs. The parties will also meet to discuss other issues related to Ergonomics.

Very truly yours,

/s/ Edward Simmons
Senior Staff Consultant – Labor Relations

AGREED: _____
/s/Christopher Shelton
Assistant to the Vice President

August 3, 2003

Mr. Christopher Shelton
Assistant to the Vice President
Communications Workers of America
AFL-CIO, District One
80 Pine Street, 37 th Floor
New York, New York 10005

Dear Mr. Shelton:

This will confirm our agreement that effective August 3, 2003, the selection of a third doctor in connection with the first sentence of the second section of the Third Medical Opinion provision of the contract shall be made in accordance with the following:

The third doctor shall be selected by a Medical Vendor that has been jointly selected by the Company and the Union for a trial period of six (6) months. Pending the effective date of such joint selection, the current Medical Vendor shall continue to select the third doctor. If, at the end of the trial period, the parties agree to continue using the jointly selected Medical Vendor, such Vendor shall be engaged for a period to be determined by the parties. If, however, at the end of the trial period, either party objects to the Medical Vendor for objective quality or service reasons, the parties shall agree to (1) the selection of a replacement Medical Vendor through a Request for Proposal ("RFP") process, or (2) another jointly selected Medical Vendor for another six (6) month trial period. Pending the effective date of such agreement, the then current Medical Vendor shall continue to select the third doctor. If the parties agree to another six (6) month trial period, then at the end of that trial period, the parties shall either (1) agree to engage the then current Medical Vendor for a period to be determined by the parties or (2) agree to the selection of a replacement Medical Vendor through an RFP process. Pending the effective date of such agreement, the then current Medical Vendor shall continue to select the third doctor.

Very truly yours,

/s/Jeffrey Weiner
Executive Director,
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO

/s/Christopher Shelton
Assistant to the Vice President

August 3, 2003

Mr. Christopher Shelton
Assistant to the Vice President
Communications Workers of America
AFL-CIO, District One
80 Pine Street, 37 th Floor
New York, New York 10005
Re: Limited Extension Agreement

Dear Mr. Shelton:

The CWA and the Company agree as follows:

Grievance and Arbitration Extension

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

Union Security Agreement

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

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

No Strike – No Lockout

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

Very truly yours,

/s/Jeffrey Weiner
Executive Director,
Labor Relations

**AGREED:
COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO**

/s/Christopher Shelton
Assistant to the Vice President

August 3, 2003

Mr. Christopher Shelton
Assistant to the Vice President
Communications Workers of America
AFL-CIO, District One
80 Pine Street, 37 th Floor
New York, New York 10005

Dear Mr. Shelton:

This will confirm our agreement to create a TTA Committee for the purpose of providing a forum for discussions between the Company and the Union regarding the Next Step Program. The committee shall be comprised of four representatives of the Union (including the CWA Director - Next Step Program) and four representatives of the Company (including at least one Senior Manager and a member of the Labor Relations staff).

The Committee will evaluate the effectiveness and the benefit to the company of the graduates of the Next Step Program, including how employees in the TTA title can best utilized, both during and after their participation in the degree program. The Committee will also review the Next Step curriculum, analyzing the relevance of the courses to the business, and will make recommendations regarding course additions, deletions, and enhancements.

The Committee will meet at mutually agreed upon times, no less than once per quarter.

Very truly yours,

/s/Jeffrey Weiner
Executive Director, Labor Relations

AGREED:
Communications Workers of America,
AFL-CIO

/s/Christopher Shelton
Assistant to the Vice President

CWA LOCALS JURISDICTION

Locals Jurisdiction

- 1101 - Manhattan and Bronx
- 1102 - Staten Island
- 1103 - Westchester County; Greewich, Connecticut and the portion of Putnam County falling in the Company's downstate area
- 1104 - Nassau County
- 1106 - Queens County
- 1107 - Rockland County; Parts of Orange County, Tuxedo & Greenwood Lake
- 1108 - Suffolk County
- 1109 - Borough of Brooklyn
- Binghamton Owego Corning Canisteo Bath
- 1111 Endicott, Elmira, Painted Post, Watkins Glen, Cortland,
Johnson City, Ithaca, Hornell, Montour Falls, Waverly
- 1114 - Lyons, Seneca Falls, Auburn, Weedsport, Sodus,
Mexico, Waterloo, Palmyra, Geneva, Moravia,
Newark, Poplar Ridge, Oswego
- 1115 - Olean, East Aurora, Gowanda, Wellsville, Arcade,
Falconer, Salamanca
- 1117 - Niagara, Lockport, Medina, Batavia, Albion,
Lewiston
- 1118 - Albany, Rensselaer, Colonie, Altamont, Menands,
Delmar, Chatham, East Berne, Slingerlands,
East Greenbush, Clifton Park, Jonesville, Schenectady, Amsterdam,
Scotia, East Glenville
(Formerly 1116)
Troy, Mechanicville, Hoosick Falls, Waterford, Halfmoon,
Cambridge, Cohoes, Latham, Watervliet, Valley Falls,
Averill, Park, Pittstown,
North Greenbush, Center, Brunswick
(Formerly 1127)
Glens Falls, Warrensburg, Ticonderoga, Port Henry, Schroon Lake,
Lake George, Ballston Spa, Whitehall, Granville, Hudson Falls, Salem,
Saratoga Springs, Greenwich, Schuylerville, Argyle
(Formerly 1129)
Plattsburg, Saranac Lake, Lake Placid, Elizabethtown, Dannemora,
Tupper Lake

CWA LOCALS CHARTER JURISDICTION (con't.)

Locals Jurisdiction

- 1120 - Kingston, Hudson, Catskill, Saugerties, Phoenicia,
Fleischmanns, Greenville, Hunter, Rosendale, Woodstock,
Windham, Cairo,Shokan,Woodbridge, Hurleyville, Amenia,
Monticello, Ellenville, Liberty, Jeffersonville, Callicoon,
White Lake, Fallsburgh, Poughkeepsie,Newburgh, Beacon,
Goshen, Millbrook, Pawling, Highland, New Paltz,
Wappingers Falls
- 1122 - Buffalo, Lancaster, Amherst, West Seneca, Williamsville,
Cheektowaga, Grand Island, Clarence, Clarence Center,
Alden, Tonawanda (includes North Tonawanda)
- 1123 - Syracuse, Phoenix, Tully, Bridgeport, Fayetteville,
LaFayette, North Syracuse,Baldwinsville,Liverpool, Skaneateles,
Fabius, Camillus, Chittenango, Cicero
- 1124 - Watertown, Carthage, Clayton, Alexandria Bay, Gouverneur,
Pulaski, Star Lake
- 1126 - Utica, Oneida, Rome, Oneonta, Hamilton,
Sherrill, Whitesboro, Little Falls, Herkimer, Cooperstown
New Hartford, Cobleskill, Ilion, Stamford, Milford,
Sauquoit, Canastota Cherry Valley,Barneveld, Clinton,
Richfield Springs, Dolgeville, Salisbur, Osceola
- 1128 - Potsdam, Ogdensburg, Canton, Massena, Malone
- 1195 - Downstate Warehouse

2003

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2007

JANUARY

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18	19	20	21	22	23	24
25	26	27	28	29	30	

JUNE

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

2008

JANUARY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JULY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

AUGUST

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MARCH

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

APRIL

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

MAY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JUNE

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NOTES