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**AGREEMENT
BY AND BETWEEN
VERIZON WIRELESS
and
COMMUNICATIONS WORKERS OF AMERICA
Effective
AUGUST 02, 2008 THROUGH AUGUST 06, 2011**

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INTRODUCTION

This Agreement is made and entered into by and between Cellco Partnership d/b/a Verizon Wireless (hereafter the “Employer”) and the Communications Workers of America (hereafter the “Union”). No entities other than Verizon Wireless and Communications Workers of America shall be liable for the performance of this Agreement.

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ARTICLE 1

MANAGEMENT RIGHTS

Subject to applicable law, all rights possessed by the Employer prior to the recognition of the Union, which rights are not governed by a clear and explicit term of this Agreement, are reserved and retained by the Employer.

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ARTICLE 2
RECOGNITION

The Company recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment for a unit consisting solely of full-time and regular part-time employees reporting to the New York Regional Network Director/Operations, who are employed in the job titles of Field Engineer/Cell, Field Engineer/Switch, Field Engineer/Plant Maintenance and Inventory Specialist, and are employed in the New York Network Operations Group to work at Mobile Switching Centers or cell sites. All other employees of the Employer in other job titles, supervisory employees, confidential employees, managerial employees, professional employees, and guards are excluded from this recognition and excluded from the bargaining unit.

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ARTICLE 3

GEOGRAPHIC JURISDICTION

This Agreement is limited in its application to bargaining unit work performed by covered titles at covered work sites, if any, in the counties of Putnam, Rockland, Westchester, Suffolk, Nassau, New York, Bronx, Queens, Kings and Richmond within the State of New York.

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ARTICLE 4

TEMPORARY EMPLOYEES/STUDENT CO-OP PROGRAMS AND INTERNS

1. Temporary employees are not full-time or regular part-time employees, but may nevertheless be assigned to perform bargaining unit work (*i.e.* work regularly performed by covered titles within the Agreement's geographic jurisdiction). Work performed by such persons shall not be covered under the terms of this Agreement. However, any such work performed by a temporary employee for a period in excess of thirty (30) days in any elapsed six (6) month period shall be covered under the terms of this Agreement. The number of temporary employees during any period shall not exceed 10% of the bargaining unit.

2. Students in co-op programs and interns are not full-time or regular part-time employees, but may nevertheless be assigned to perform bargaining unit work (*i.e.* work regularly performed by covered titles within the Agreement's geographical jurisdiction). Work performed by such persons shall not be covered by the terms of this Agreement. However, each student in a co-op program and each intern may perform bargaining unit work for a period not in excess of one hundred and fifty (150) days so long as when doing such work, they are assigned to an employee in the unit and so long as the performance of such work does not diminish the existing work opportunities of employees in the unit.

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ARTICLE 5
AGENCY SHOP

1. Each employee covered by this Agreement shall, as a condition of continued employment, become a member of the Union beginning on the thirty-first (31st day of employment or on the thirty-first (31st) day from the execution date of this Agreement, whichever is later.

2. Notwithstanding paragraph 1, an employee shall be permitted not to join the Union provided that the employee, effective on the thirty-first (31st) day of employment or on the thirty-first (31st) day from the execution date of this Agreement, whichever is later, tenders to the Union an amount equal to a non-member's fee (as defined by applicable law), not to exceed union dues uniformly required as a condition of membership.

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ARTICLE 6

PAYROLL DEDUCTION OF UNION DUES

1. The Employer shall deduct from the employee's pay union dues payable by such employee to the Union, provided that in advance thereof the employee has provided to the Employer a signed authorization in a form mutually agreed upon by the Employer and the Union. Such authorization may be revoked by the employee at any time by written notice to the Employer and the Union.

2. The amount of Union dues shall be determined by the Union and certified to the Employer by the Union in writing.

3. The Union shall indemnify and hold the Employer harmless against all claims, damages, costs and expenses of any kind (including attorneys' fees) arising out of or in connection with the Employer's application of and compliance with this Article.

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ARTICLE 7

PROBATIONARY PERIOD

All employees except Inventory Specialists shall be subject to a probationary period during the first nine (9) months in title. Inventory Specialists shall be subject to a probationary period during the first six (6) months in title. During the probationary period, an employee may be discharged, demoted or disciplined for any reason, without recourse, and such discharge, demotion or discipline shall not be subject to ARTICLE 27 Arbitration, of this Agreement.

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ARTICLE 8

HOURS/OVERTIME

1. The standard work week consists of forty (40) hours in a seven (7) day period. Hours worked, up to forty (40) hours in a week shall be paid at the employee's straight time hourly rate. Hours worked in excess of forty (40) hours in a week shall be paid for at time and one half the employee's straight time hourly rate, except that hours worked in excess of 51 shall be paid at double time. The computation of hours worked shall include time worked plus all other paid time off with the exception of time covered under the Short Term Disability Plan. If all of the employee's regularly scheduled forty (40) hours include an amount for shift differential, then the employee's regular straight time rate, including the shift differential, shall be used for the calculation of the employee's overtime rate.

2. There shall be no compounding of one overtime rate on another overtime rate.

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ARTICLE 9

WAGES

1. Effective August 2, 2008, August 2, 2009 and August 2, 2010, each employee employed in a bargaining unit position as such shall be advanced to the next step of Wage table 1 for the appropriate occupational classification.

2. Effective August 2, 2008, the pay of switch technicians at the top step of the wage table shall be increased by one thousand dollars (\$1,000) and shall be part of the Wage Table.

3. Any employee hired into the bargaining unit during the term of this Agreement shall be assigned by the Employer, in its discretion, to an annual salary listed on one of the steps of Wage Table 1 corresponding to the date of hire for the appropriate occupational classification.

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Wage Tables

Switch			
Step	8/2/2008	8/2/2009	8/2/2010
0	\$49,246	\$50,970	\$52,881
1	\$52,439	\$54,274	\$56,309
2	\$55,801	\$57,755	\$59,920
3	\$59,335	\$61,411	\$63,714
4	\$63,097	\$65,306	\$67,754
5	\$67,143	\$69,493	\$72,100
Top	\$75,962	\$78,621	\$81,569

Cell/Plant			
Step	8/2/2008	8/2/2009	8/2/2010
0	45,257	46,841	48,597
1	48,563	50,262	52,147
2	52,154	53,979	56,003
3	55,972	57,931	60,103
4	59,905	62,001	64,326
5	64,351	66,603	69,100
Top	72,475	75,012	77,825

Inventory			
Step	8/2/2008	8/2/2009	8/2/2010
0	\$34,883	\$36,104	\$37,458
1	\$38,359	\$39,702	\$41,191
2	\$41,210	\$42,653	\$44,252
3	\$43,432	\$44,952	\$46,638
4	\$48,597	\$50,298	\$52,184
Top	\$49,891	\$51,637	\$53,574

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ARTICLE 10

SHIFT DIFFERENTIAL/SUNDAY DIFFERENTIAL

1. Shift Differential – All regular, full-time employees who work on a regularly scheduled shift which begins 3:00 p.m. or after, shall be paid a ten (10%) percent shift differential for the employee’s entire shift, provided that a minimum of three (3) hours is worked within the hours of 6:00 p.m. and midnight. Notwithstanding the foregoing, all regular full-time employees who work on a regularly scheduled shift which begins or ends between 12:00 midnight and 6:00 a.m. shall be paid a fifteen (15%) percent shift differential for the employee’s entire shift, provided that a minimum of three (3) hours is worked within the hours of 12:00 midnight and 6:00 a.m.

2. Sunday Differential – Time worked on a Sunday by an employee whose regularly scheduled shift includes work on a Sunday shall be paid for at 135% of the employee’s straight time hourly rate.

3. Eligible employees shall receive both the Sunday and shift differential, but there shall be no compounding of rates.

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ARTICLE 11
CALL OUT PAY

Field Engineers who leave their residence and proceed to a cell or switch as a result of a call out shall be paid from the time they depart their residence until the time they return following problem resolution/escalation. Field Engineers who remain at their residence to respond to a trouble condition shall be paid for actual time worked, but no less than two hours of pay for all cumulative responses in a day. Time spent during the actual call out shall be reflected on the employee's time sheet for that week and shall be paid pursuant to ARTICLE 8, Hours/Overtime.

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ARTICLE 12

STANDBY

1. Qualified employees may be assigned on a rotational basis to a standby assignment. This assignment will begin on Friday at 5:00 p.m. and continue for seven (7) consecutive days ending on the following Friday at 5:00 p.m. During this assignment, the employee will be available for call outs for all hours outside of his/her regular work schedule.

2. The employee on standby assignment will be paid a flat rate of two hundred (\$200) dollars for one week of standby duty. This payment shall be in addition to any call out pay that may be due under ARTICLE 11, Call Out Pay. In the event that similarly situated employees receive an increase in call out pay during the term of this Agreement, the increase shall apply to bargaining unit members on the same terms.

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ARTICLE 13

SHORT TERM INCENTIVE PROGRAM

1. Employees in the bargaining unit shall be eligible to participate in the Verizon Wireless Short Term Incentive Program, except that the target incentive for bargaining unit employees shall be 7% of base salary. The terms of the Program, the conditions of the Program, the standards of the Program and their application to individual bargaining unit employees shall not be subject to ARTICLE 26, Grievance Procedure and ARTICLE 27, Arbitration.

2. Notwithstanding the foregoing, an employee may request in writing that the immediate supervisor of the employee's supervisor review the amount of the employee's short term incentive payment. The decision of the supervisor's supervisor shall be final and shall not be subject to ARTICLE 26, Grievance Procedure and ARTICLE 27, Arbitration.

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ARTICLE 14

PROMOTION WAGE TREATMENT

1. In the event an employee in the job title of Field Engineer/Cell or Field Engineer/Plant Maintenance is promoted to Field Engineer/Switch, the Employer shall assign the promoted employee to the same step in the wage progression of the new job title that the employee occupied in his/her former title, but in no event, shall the promoted employee be paid an annual salary less than the employee earned prior to the promotion.

2. In the event an employee in the job title Inventory Specialist is promoted to either Field Engineer/Cell, Field Engineer/Plant Maintenance or Field Engineer/Switch, the Employer shall assign the promoted employee to the starting step in the wage-progression of the new job title, but in no event shall the promoted employee be paid an annual salary less than the employee earned prior to the promotion.

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ARTICLE 15

WORK IN OTHER JOB TITLES

1. In the event an employee in one job title covered by the Agreement is assigned, on a temporary basis, to another job title covered by the Agreement, which is a higher job title, and such assignment continues for not less than 30 consecutive work days (which shall not be broken by paid vacation days, paid holidays or regular days off), then that employee shall be paid, commencing from the 31st work day of such assignment, in the same manner as would a promoted employee under ARTICLE 14, Promotional Wage Treatment. An assignment to work in a higher job title under this provision shall mean that during each day of work the employee is called upon to perform and performs all of the core functions and duties of the job.

2. In the event an employee in one job title covered by the Agreement is assigned, on a temporary basis, to another job title covered by the Agreement, which is a lower job title, then the employee shall continue to be paid at the employee's existing rate of pay for the duration of the assignment.

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ARTICLE 16

VACATION

1. All regular, full-time and part-time employees shall be eligible to accrue paid vacation based on their amount of service with the Employer.

2. Employees are eligible to accrue paid vacation as follows:

(a) The year in which the employee will have completed the following:

<u>Years of Service</u>	<u>Annual Vacation</u>
Two (2) years but less than three (3) years	Eligible to accrue ten (10) working days
Three (3) years but less than ten (10) years	Eligible to accrue fifteen (15) working days
Ten (10) years but less than Fifteen (15) years	Eligible to accrue twenty (20) working days
Fifteen (15) years or more	Eligible to accrue twenty-five (25) working days

(b) New employees shall be eligible for five (5) working days vacation upon the completion of six (6) months of service. Additional vacation days shall be earned at the rate of one (1) day after each additional completed month of service, to a maximum of five (5) additional days in the same calendar year in which the employee completed six (6) months of service. On January 1 of the following year, the employee shall begin earning vacation according to the regular vacation schedule.

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3. Employees covered by 2(a) above shall accrue annual vacation over the course of the calendar year at the rate of 1/10 of their annual vacation commencing on the 16th day of each of the first ten (10) months of the year, (the first 1/10 of annual vacation is accrued on January 16). Notwithstanding the foregoing, such employees may take in excess of the amount of annual vacation actually accrued, subject to the prior approval of their manager. In the event an employee has taken vacation in excess of the amount of annual vacation actually accrued and is separated from employment during that calendar year, then the pay the employee has received for any vacation in excess of annual vacation actually accrued, shall be deducted from the employee's final paycheck.

4. Employees scheduled to work less than forty (40) hours per week shall have their vacation entitlement prorated based on the percentage of hours worked in relation to a regular, forty (40) hour work week.

5. Carry Over – Fifty (50%) percent of an employee's annual vacation entitlement may be carried over to the following calendar year, but unless taken prior to June 30, shall be forfeited; no employee may carry over vacation days to June 30 unless first granted permission by the employee's manager, which permission shall not be denied so long as said carry over does not interfere with normal business operations.

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ARTICLE 17

HOLIDAYS

1. Each year employees shall receive the following seven (7) holidays:

- | | |
|------------------|--------------------------------|
| New Year's Day | Thanksgiving Day |
| Memorial Day | The Day after Thanksgiving Day |
| Independence Day | Christmas Day |
| Labor Day | |

Part-time employees shall be eligible to receive those holidays which fall upon their regularly scheduled workday.

2. When a holiday falls on a Saturday, the preceding day shall be the observed holiday and when a holiday falls on a Sunday, the following day shall be the observed holiday.

3. Time Worked on a Company Observed Holiday – Employees who are required to work on a holiday shall, in addition to their holiday pay, be paid a premium equivalent to one and one-half times their hourly rate for up to 8 hours worked. Employees who are required to work beyond the normal work day shall be compensated at two and one-half times the hourly rate for all such hours worked beyond the normal workday. Time worked on a holiday must be authorized in advance by the employee's manager. When the day upon which a holiday is observed occurs on a regularly scheduled workday, employees shall be excused to the extent the business permits.

4. An observed holiday occurring during an employee's vacation will be treated as a holiday and not as a vacation day.

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ARTICLE 18
PERSONAL DAYS

1. Personal days are provided to full-time employees in order for them to conduct personal business or for other personal reasons. After one month of employment, full-time employees are eligible for a maximum of seven (7) personal days in accordance with the following schedule:

<u>Date of Hire</u>	<u>Number of Personal Days</u>
Prior to January 1 of current year	Seven (7)
January 1 through March 31 of current year	Five (5)
April 1 through June 30 of current year	Four (4)
July 1 through September 30 of current year	Three (3)
October 1 through November 30 of current year	Two (2)
December 1 through December 31 of current year	none (0)

2. Personal days not taken within the current calendar year or not taken prior to separation from service shall be forfeited. Prior to taking a personal day the employee shall first receive prior approval from the employee's manager.

