



AGREEMENT

Between

UPSTATE TELEPHONE EMPLOYEES'

ASSOCIATION/COMMUNICATIONS WORKERS OF

AMERICA,

LOCAL 1113, hereinafter referred to as the "UNION"

AND VERIZON NEW YORK INC.,

And

TELESECTOR RESOURCES GROUP, Inc.

Hereinafter collectively referred to as the "COMPANY."

EFFECTIVE: June 17, 2016

verizon✓

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ARTICLE 1

RECOGNITION

- 1.01** WHEREAS the Union hereby certifies that the members include a majority of the present employees covered by this Agreement; and WHEREAS the Union is the acknowledged, designated and selected collective bargaining agency of such employees;

The Company hereby recognizes said Union as the sole and exclusive representative of all employees covered by this Agreement for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

- 1.02** The Company agrees that it will not discriminate in any matter against any member of the Union because of membership in or activity on behalf of the Union.

ARTICLE 2

EMPLOYEES COVERED

- 2.01** The employees covered by this Agreement include all regular and temporary employees, present or future, of the Telesector Resources Group, Inc., who were covered under the 1989 Collective Bargaining Agreement as of August 31, 1991 as well as those employees in the Accounting Department and various other Departments of the New York Telephone Company located in "Central Area", "Western Area", and "Northeast Area", as well as "Mid-State" (excluding the Counties of Westchester, Rockland and Putnam, parts of Dutchess and Orange Counties and Greenwich, Connecticut), whose titles and classifications are shown in Article 28 of this Agreement. It is understood that it is intended that the bargaining unit shall be the same as the bargaining unit covered by the 1989 Collective Bargaining Agreement.

- 2.02** It is agreed that there may not at all times be employees in the occupations listed in Article 28 and, conversely, changing conditions or the needs of the business may warrant the establishment of additional occupations or changes in the duties of the listed occupations. Accordingly, the Company may make additions to the present list of occupations or make changes in the duties of the occupations as in its judgment may become necessary. The Company shall notify the Union whenever a new occupation has been established or when there has

been a substantial increase in the skills required for any listed occupation and will follow the procedures set forth below:

- (1) Whenever the Company determines it appropriate to create a new job title or job classification in the bargaining unit, or restructure or redefine an existing one, it shall notify the Union in writing of such job title or classification and shall furnish a description of the duties and the wage rates or schedules initially determined for such job titles or classifications. Such wage rates or schedules shall be designated as temporary. Following such notice to the Union, the Company may proceed to staff such job title or classification.
- (2) 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 job title or classification.
- (3) 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 job title or classification.
- (4) 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 6. If not so submitted, the temporary designation shall be removed from the job title or classification and the Company's final position will be the wage rate or schedule.
- (5) 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 6. If not so submitted, the temporary designation shall be removed from the job title or classification and the Company's final position will be the wage rate or schedule.

- (6) 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.
- (7) Hearing and post-hearing activities shall be conducted in accordance with the provisions of Article 13 and shall commence within thirty (30) days after selection of the neutral third party.
- (8) 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 job title or classification in dispute. In determining the wage rate, 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 job title or 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.
- (9) 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 13. No question arising under this Article shall be subject to the arbitration provisions of Article 13 except for the question of whether or not the Company was obligated to notify the Union in writing of the creation of a new job title or job classification in the bargaining unit or of a restructuring or redefining of an existing one.

ARTICLE 3

DEFINITIONS

- 3.01** “Employee” means a regular or temporary full-time and a regular or temporary part-time non-supervisory employee whose title and classification is listed in Article 28.
- 3.02** “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.
- 3.03** “Temporary Employee” means one who is engaged for a limited period which is expected to continue for more than three (3) weeks but not more than three (3) years, with the definite understanding that his/her employment is to terminate by the end of such period. A temporary employee shall be entitled to all benefits to which a regular employee is entitled, except that the provisions of Article 10 (Part-Timing, Lay-Offs, Rehiring) shall not be applicable.
- 3.04** “Full-Time Employee” means a regular or temporary employee who is scheduled to work a basic workweek.
- 3.05** “Part-Time Employee” means a regular or temporary employee who is employed and normally scheduled to work less hours per average month than a comparable full-time employee in the same job title, classification and work group working the same normal daily tour.
- 3.06** “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.

ARTICLE 4

PROMOTIONS AND TRANSFERS OF UNION OFFICIALS

4.01 Notification Regarding Officers and Representatives

The Union shall keep the Company currently advised in writing of the names of the representatives, alternates and officers authorized to represent the Union in an official capacity.

4.02 Notice to Union of Intended Transfers or Promotions of Union Officers

The Company shall make no transfer or promotion of a member of the Executive Committee which will affect the member's Union status without the consent of the Union.

The Company shall give the Union written notice of such proposed transfer or promotion, and the Union shall conclusively be presumed to have consented, unless within one (1) week after the date of such notice, it advises the Company in writing that it does not consent.

ARTICLE 5

JOINT CONFERENCES

- 5.01** Joint conferences between authorized committees of the Union and appropriate Management representatives may be held at any time by mutual agreement. The Company agrees that joint conferences may be scheduled during business hours on regular working days and that the representatives, or alternates acting as representatives, not on leave of absence, shall not, unless otherwise required by law or lawful authority, suffer any loss of pay for time, included in the basic workweek, spent in such conferences.

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 leave 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 absence 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, and all Executive Committee members of the Union, 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. Absence in excess of ninety (90) scheduled working days (one hundred fifty (150) scheduled working days for a Union Officer or Executive Committee Member) in any calendar year will not be authorized except by the 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 and its subsidiaries, NYNEX and its subsidiaries, and for the period prior to January 1, 1984, with any other former Bell System Company, shall not exceed eighteen (18) years.
- 6.03** Meetings with Management 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 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 leave of absence not in excess of eighteen (18) 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.
- 6.07** A letter entitled "Absence for Union Business" can be found on page 101.

ARTICLE 7

PAYROLL DEDUCTION OF UNION DUES

- 7.01** The Company agrees, upon receipt of individual authorizations, appropriately signed by employees in the bargaining unit, to deduct from said employees' wages or sickness benefits, for payroll periods to be agreed upon, Union dues or an amount equal to Union dues in effect at the time of deduction. The Company further agrees to make up, as soon as possible, missed dues deductions for four 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 or more consecutive deduction weeks, there will be no make up of any missed deductions.
- 7.02** The Company further agrees to turn over to the Union's Secretary/Treasurer the total amount so deducted, together with separate records of the names of the employees from whose wages or sickness benefits deductions have been made and the names of employees who have authorized deductions but from whose wages or sickness benefits no deductions could be made.

- 7.03** Any employee may cancel his or her written authorization for payroll deductions by giving notice in writing over his or her signature to the Company. The Company shall notify the Union in writing of the receipt of any such written cancellation.
- 7.04** Either the Union or the Company may by written notice given to the other party, terminate with respect to any employee the obligation and the right of the Company to make such deductions. The Company shall give written notice of such termination to the employee.
- 7.05** An employee's written authorization for such deductions shall be cancelled 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.
- 7.06** A specific form mutually acceptable to the Union and the Company shall be used by employees for authorizing the deduction of Union dues or an amount equal to Union dues.
- 7.07** 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.
- 7.08** Authorized requests for changes in a Local's dues structure shall be effectuated in the following manner:
- (a) Changes can be introduced only on the first Sunday of the month.
 - (b) Requests received prior to or on the 15th of the month will be effective the first Sunday of the following month.
 - (c) Requests received after the 15th of the month will be effective the first Sunday of the following month.
- 7.09** (a) The Companies will change their payroll practices where necessary to provide that 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.
- (b) The Companies will change their payroll practices, where necessary, to provide for make-up of missed Union dues deduction for up to four (4) consecutive deduction weeks, where failure to deduct is the result of insufficient pay for reasons other

than unauthorized absence. If Union dues deductions are missed for five (5) or more consecutive weeks, there will be no make-up through payroll deduction of any of such missed deductions.

- 7.10** The Company shall, while the Collective Bargaining Agreement is in full force and effect, make collection of regular union dues of any employee through payroll deduction for each of 52 weeks in the calendar year upon receipt of an order in writing from such employee, revocable by that employee at any time, and to remit those dues in accordance with the Company's obligations under this Article.

ARTICLE 8

WAGES

- 8.01** The schedule of wage increases for the term of this 2016 MOU will be as follows:

Effective Date	Increase applied to all steps of the basic wage schedule
The first Sunday after the Effective Date	3%
The first Sunday following the first annual anniversary of the Effective Date	2.50%
The first Sunday following the second annual anniversary of the Effective Date	2.50%
The first Sunday following the third annual anniversary of the Effective Date	2.50%

8.02 COST OF LIVING ALLOWANCE

During the term of this 2008 MOU, the existing Cost-of-Living provisions in the collective bargaining agreement will be deleted and replaced with the language set forth below:

- (1) Effective August 1, 2010, an adjustment will be made in basic weekly rates in each wage schedule in the amount of: (i) one-half of the increase above three and three-quarters percent (3.75%) in the "CPI-W" (1982-84 = 100) for May 2010 over May 2009, applied to (ii) the scheduled rates in effect in each wage schedule on July 31, 2010, (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 2009 and May 2010.
- (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 2008. 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 2008, which was 212.788 (1982-84 = 100).

ARTICLE 9

WORKING CONDITIONS

The working conditions of the Company as set forth in Article 32 to this Agreement are considered part of this Agreement and shall remain in effect, unless amended, during the term of this Agreement.

ARTICLE 10

LAYOFFS, REHIRING

10.01 (DELETED)

LAYOFFS

10.02 If, as determined by the Company, a layoff of regular employees is to be made effective, the Company shall determine the Division or Divisions affected and such layoffs of employees within the Division or Divisions affected shall be in inverse order of seniority (measured in terms of net credited service) within each geographical area within an affected Division. For the purposes of this section, geographical area shall mean "Central Area", "Western Area", "Northern Area", "Eastern Area", or "Mid-Hudson."

LAYOFF ALLOWANCES

10.03 In case of layoffs, payment of layoff allowances in accordance with the following table shall be made to each regular employee laid off, exclusive of employees classified as temporary or occasional. This layoff allowance shall be in addition to any unused vacation allowance. If part-timing shall be in effect pursuant to this Article, such layoff allowance shall be reduced proportionately to the reduction in hours.

Years of Net Credited Service	Weeks of Layoff Allowance	Years of Net Credited Service	Weeks of Layoff Allowance
Less than	1	15 but less than.....	33
1 but less than 2.....	2	16 but less than.....	36
2 but less than.....	3	17 but less than.....	39
3 but less than.....	4	18 but less than.....	42
4 but less than.....	5	19 but less than.....	45
5 but less than.....	7	20 but less than.....	48
6 but less than.....	9	21 but less than.....	51
7 but less than.....	11	22 but less than.....	54
8 but less than.....	13	23 but less than.....	57
9 but less than.....	15	24 but less than.....	60
10 but less than.....	18	25 but less than.....	63
11 but less than.....	21	26 but less than.....	66
12 but less than.....	24	27 but less than.....	69
13 but less than.....	27	28 but less than.....	72
14 but less than.....	30	29 but less than.....	75

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 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 and repayment shall be through payroll deductions at the rate of five (5) percent of the basic weekly wage until the amount is fully paid.

REHIRING LAID OFF EMPLOYEES

10.04 In rehiring laid off employees for regular employment, the Company shall offer reemployment, in the inverse order of layoff, to former regular employees laid off within the previous two (2) years from the Division in which the rehiring is to occur, provided that (a) the

employee is qualified in the judgment of the Company to perform the available work at the time the offer of reemployment is made, and (b) the employee has not previously refused an offer of reemployment. Such offer of reemployment shall be considered to have been refused if the Company does not receive notification of its acceptance within three (3) weeks after the offer is made either in person or by letter addressed to the former employee at his or her last known address. The Company shall notify the Union of offers of reemployment as they are made.

ARTICLE 11

DISMISSALS AND DEMOTIONS FOR CAUSE

- 11.01** Written notice of all dismissals will be given to the Union by the Company within ten (10) days after the dismissals are effective, provided that failure to give such notice shall not be considered in determining whether the discharge was without just cause.
- 11.02** In the event that any regular employee, with more than one (1) year of net credited service, hereafter dismissed or demoted for cause claims that such dismissal or demotion was without just cause, the claim shall be reviewed in accordance with the grievance procedure set forth in Article 12 of this Agreement, provided, however, that no such claim will be recognized unless a written complaint is filed by the Union with the Division Staff Manager responsible for Accounting personnel or other Manager designated by the Company within thirty (30) days after such dismissal or demotion became effective.

If the claim is not satisfactorily adjusted upon review as provided above, the Union may require submission of the claim to arbitration pursuant to the provisions of Article 13 of this Agreement.

If an employee is discharged, and a) the employee's conduct which was the cause for the discharge was caused by alcohol or drug abuse and the employee is not under the protection of the Company's Alcohol and Drug Abuse Chemical Dependency Policy; and b) within ten (10) calendar days of the discharge, the employee or the Union notifies the Company that the employee is about to be admitted to a hospital for alcohol or drug abuse; and c) within ten (10) calendar days of the discharge, the employee or the Union provides written proof to the Company of his or her admission to a hospital for alcohol or drug abuse, then the discharge shall, effective the date of discharge, be converted to a suspension for ten

(10) calendar days pending discharge. 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 or her alternate) and may protest the action.

11.03 If at any point in the prosecution of a claim that an employee was dismissed or demoted for cause without just cause such claim is sustained, the employee shall forthwith be reinstated and

- (1) In the case of dismissal, the employee shall receive pay for the time lost at his last authorized rate, reduced by adjustment for part-timing, if appropriate less the sum of (a) the amount of any separation allowance, exclusive of vacation allowance, received from the Company and (b) any amount paid to, or receivable by, the employee as wages in other employment secured subsequent to discharge, and as benefits under any present or future provision of law, for the period since the date of such dismissal. If, however, the employee received a separation allowance and the number of weeks since the date of dismissal is less than the number of weeks upon which the allowance 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 and repayment shall be through payroll deductions at the rate of ten (10) percent of the basic weekly wage until the amount is fully paid.
- (2) In the case of demotion, the employee shall be compensated for all loss of wages due to the reduction in the basic weekly rate of pay as a result of the demotion.

11.04 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.

11.05 Written notice of the dismissal for cause of any regular employee shall be provided to the Union President after such dismissal is effective, provided that failure to give such notice shall not be considered in determining whether the dismissal was without just cause.

11.06 When an employee with more than one (1) year of continuous service in a title is permanently demoted to a title having a lower maximum basic

weekly wage rate, because he is unable to perform the duties of his former title 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 title, and his progression on that table will be determined by either his net credited service or his assumed length of service in the higher title, whichever favors the employee, subject to the following:
 - (1) 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.
 - (2) 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 title.
 - (3) 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 title to which he has been demoted.

For the purposes of this Section continuous service in a title shall include service in titles with the same maximum basic weekly wage rate as the title from which demoted.

ARTICLE 12

GRIEVANCE PROCEDURE

12.01 The grievance procedure and where applicable the arbitration procedure as contained in this Agreement shall be the sole and exclusive means to be used by any employee or group of employees or by either the Company and its representatives or by the Union and its representatives for adjusting and settling any dispute or complaint.

12.02 No grievance shall be considered unless presented within two months after the action or failure to act complained of occurred, except that if such grievance relates to a dismissal or demotion for cause, its presentation shall be subject to the provisions of Article 11. All grievances shall be presented and reviewed in accordance with the Steps outlined below:

STEP 1 A grievance of an employee or group of employees shall be reviewed by two (2) Union representatives with the first level of supervision having jurisdiction in the matter and the review completed within 10 days of the grievance's presentation. The parties will seek in good faith to resolve the grievance at this step and to this end the review will be informal. A reply to the grievance shall be given within 10 days after the review is completed; however, both the presentation of the grievance and the reply will be verbal.

STEP 2 If upon consideration the grievance is not satisfactorily adjusted, then it may be appealed within 10 days after the reply in Step 1 is given. The grievance shall be reviewed at a meeting of not more than three (3) designated representatives of the Union with not more than three (3) Management representatives, one of whom shall be the District or Division level Manager or his authorized representative. The District or Division level Manager or his authorized representative may not be the same representative who heard the grievance at Step 1. The review shall be completed within 10 days after receipt of the appeal. A reply to the grievance shall be given within 10 days after the review is completed.

STEP 3 If upon consideration the grievance is not satisfactorily adjusted, then it may be appealed in writing within 10 days after the reply in Step 2 is given. The grievance shall be reviewed at a meeting of not more than four (4) designated representatives of the Union and an Assistant Vice President-Labor Relations or his authorized representative and no more than three (3) other Management representatives. The Assistant Vice President or his authorized representative may not be the same individual who heard the grievance at Step 2. The review shall be completed within 14 days after receipt of the appeal. A written reply to the grievance shall be given within 10 days after the review is completed.

- 12.03** If the grievance has not been satisfactorily adjusted at Step 3 of the grievance procedure and involves (a) the true intent and meaning of any provisions of this Agreement, or (b) the performance by either party of any obligation under this Agreement, or (c) the dismissal or demotion for cause of a regular employee with more than one (1) year of net credited service, the Union may, by giving the Company written notice within thirty (30) days after receiving the Company's written reply at Step 3 of the grievance procedure, require submission of the grievance to arbitration pursuant to the provisions of Article 13 of this Agreement.
- 12.04** When mutually agreeable to the Union and the Company time limits at each step of the grievance procedure and any steps of the grievance procedure itself may be waived.
- 12.05** Whenever a Union representative has taken up a matter with Management affecting the individual interest of an employee, the Company shall, before discussing the subject with the employee involved, notify the representative and give the representative an opportunity to be present at such discussion.
- 12.06** Nothing in this Agreement shall in any manner affect the right of any employee or group of employees to present grievances to the Company and to have such grievances adjusted without intervention of the Union, so long as the adjustment is not inconsistent with the terms of this Agreement, and provided the Union has been given the opportunity to be present at such adjustment.

ARTICLE 13

ARBITRATION AND EXPEDITED ARBITRATION

ARBITRATION

13.01 (a) Matters Subject to Arbitration

It is expressly understood that the right to require arbitration extends only to those grievances which may be submitted to arbitration pursuant to the provisions of Article 12.

(b) Board of Arbitration

The Board of Arbitration shall consist of three (3) persons chosen as follows: one (1) designated by the Company; one (1) designated by the Union's Executive Committee; and an impartial Arbitrator to be selected by the representatives of the Company and the Union.

If mutually agreeable to the Company and the Union, the Board of Arbitration may be waived and the grievance submitted to a single Arbitrator.

In the event that an impartial Arbitrator or a single Arbitrator, as the case may be, cannot be agreed upon within ten (10) calendar days from the receipt by either party of written notice requiring submission to Arbitration of a grievance arising under Article 12, an Arbitrator shall be designated and appointed in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.

(c) Time Limits

A grievance shall no longer be arbitrable if the party filing the grievance has not commenced arbitration hearings within three (3) months following the receipt of the written notice requiring submission to arbitration of the grievance in the case of a dismissal or demotion for cause, and within five (5) months following the receipt of the written notice requiring submission to arbitration of the grievance in all other cases. (If a grievance relates to a dismissal or demotion for cause, the parties shall endeavor to commence hearings within thirty (30) days following the receipt of the written notice requiring submission to arbitration of the grievance.) When mutually

agreeable to the Union and the Company, the time limits of this subparagraph (c) may be extended.

The parties shall also endeavor to carry the arbitration hearings to an expeditious conclusion.

(d) Decision of Board of Arbitration or Single Arbitrator

The decision of a majority of the members of the Board of Arbitration or the single Arbitrator, as the case may be, shall settle the dispute or complaint and be final and binding on both parties.

(e) Expenses of Arbitration

The expenses of any such arbitration, excluding the salaries of any representatives of the Company and time lost by any representatives of the Union, shall be borne equally by the parties.

EXPEDITED ARBITRATION

13.02 In lieu of the procedures specified in Section 13.01 above, 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 Section 13.01 above, both parties may, within fifteen (15) calendar days after the filing of the request for arbitration, elect to use the expedited arbitration procedure hereinafter provided. The election shall be in writing and, when signed by authorized representatives of the parties, shall be irrevocable. If no such election is made within the foregoing time period, the arbitration procedure in Section 13.01 shall be followed. As soon as possible after this Agreement becomes final and binding, a panel of three umpires shall be selected by the parties. Each umpire shall serve until the termination of this Agreement unless his or her services are terminated earlier by written notice from either party to the other. The umpire shall be notified of his or her termination by a joint letter from the parties. The umpire shall conclude his or her services by settling any grievance previously heard. A successor umpire shall be selected by the parties. Umpires shall be assigned cases in rotating order designated by the parties. If

an umpire is not available for a hearing within ten (10) working days after receiving an assignment, the case will be passed to the next umpire. If no one can hear the case within ten (10) working days, the case will be assigned to the umpire who can hear the case on the earliest date.

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 backpay 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 14

WAIVER, MODIFICATION OR AMENDMENT

14.01 This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements between the Union and the Company, and no waiver or modification hereof shall be effective unless signed by the duly constituted representatives of 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 therein, and otherwise the Agreement shall continue in full force and effect.

ARTICLE 15

FEDERAL AND STATE LAWS

15.01 Should any Federal or State Law, or the final determination of any Board or Court of competent jurisdiction, affect any provision of the Agreement, the law or determination of the Board or Court shall apply only to the provisions so affected and otherwise the Agreement shall continue in full force and effect.

ARTICLE 16

PENSION AND BENEFIT PLAN

- 16.01** 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 "Sickness and Accident Disability Benefit Plan".
- 16.02** In the event, during the life of this Agreement, the Company proposes to exercise the right provided in Section ,8 of the existing "NYNEX Pension Plan" and "Sickness and Accident Disability Benefit Plan", 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.
- 16.03** Any dispute involving the true intent and meaning of Section 16.02 of this Article may be submitted to the arbitration procedure 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.
- 16.04** A letter entitled "Benefit Plan" can be found on page 106.

ARTICLE 17

EMPLOYEE STAFFING

GENERAL PROVISIONS

- 17.01** (a) It is the policy of the Company to select well-qualified people to perform the many tasks necessary to provide high quality telephone service at reasonable costs. The Company and the Union agree that an essential element of this policy is the good faith effort of the Company and the Union to advance equal employment opportunity to all employees.
- (b) To ensure that all employees will be provided with an equal opportunity to progress consistent with their qualifications, skills and interests as job vacancies arise, the Company has developed and will continue to implement an Upgrade and

Transfer Plan (UTP) and a Specific Published Vacancy (SPV) process that specify the procedures to be followed in the handling of promotions, laterals, and downgrades to non-management jobs within the Company whether or not in the same department or bargaining unit. A promotion is considered to be a move to a different job title with a higher maximum weekly basic rate of pay than the employee's present job. A lateral move is a move to the same job in a new location or a different job title with the same maximum weekly basic rate of pay. A downgrade is a move to a different job title with a lower maximum weekly basic rate of pay. Increases or decreases in the maximum weekly basic rate of pay attributed solely to differentials between wage zones will not be considered as higher or lower maximum weekly basic rates of pay for purposes of the definitions above.

- (c) The purpose of UTP/SPV is to provide a standardized and systematic selection process for filling non-management jobs. Included within this process are 1) the means by which employees may be considered for other jobs they may desire by specifying how their requests may be given consideration, 2) the means for management to identify and determine the qualifications of the current work force and, 3) the means to assist the Company in meeting its Affirmative Action Compliance Program objectives to provide equal employment opportunity without discrimination.
- (d) 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. At the final step of the grievance procedure, a representative from the Placement Bureau (or where the Placement Bureau did not make the selection, the supervisor who made the selection) will attempt to be in attendance if the union requests a representative and will outline the reasons for the decision made by the Placement Bureau (or the supervisor) which caused the grievance to be initiated. If such personal attendance is not practicable (in the Company's judgment) the placement bureau representative (or the supervisor) will be available by telephone for the meeting.

- (e) The Promotion Pay Plan for non-management employees as set forth in the January 18, 1973 Consent Decree entered into between the Equal Employment Opportunity Commission, the Department of Labor, the United States of America and the American Telephone and Telegraph Company and the NYNEX Operating Companies will be applied to employees.
- (f) The application procedures contained in the UTP shall apply only to transfers under Article 8.02 of the Plant Agreement. The SPV process, described below, shall apply to all other promotions, laterals and downgrades which UTP previously covered.
- (g) Employees of Verizon Yellow Pages Company in the IBEW Local 2213 Directory Clerical bargaining unit will be permitted to submit SPV applications for vacancies published under this Article, and shall be considered concurrently with employees of Verizon New York, TRG, and Empire City Subway Company.

ADMINISTRATIVE PROCEDURES

- 17.02** (a) The Company shall announce an SPV in a weekly Company publication. The announcement shall indicate the occupational classification (job title), department, work location, qualifications, tours and assignments, and closing date for receipt of the SPV application. All bargaining unit employees shall be permitted to submit applications for any SPV.
- (1) The Company will not initiate a job search for two weeks after the publication of the SPV. During that period, an employee who has not previously been qualified for the SPV may take any training modules for the required test(s).
 - (2) Both SPV and Job Bank vacancies will be posted concurrently and held open for application by employees for a period of two weeks.
- (b) A surplus employee who is declared unqualified for a vacancy in a specific occupational classification (job title) as a result of failing the specified qualifying test, may apply for a vacancy in the same occupational classification (job title) after a period of three (3) months.
- (c) The Company will eliminate the use of additional factors in selecting employees to fill SPVs. An employee shall be

considered qualified for the vacancy if he or she possesses all required qualifications, including passing the qualifying test or tests for the SPV, having a drivers license if one is required, meeting the medical requirements, and possessing any required licenses or certifications.

- (d) Time-in-title requirements will be waived for surplus employees.
- (e) Employees with an overall evaluation rating of satisfactory on their appraisal and who are satisfactory in attendance and punctuality at the time of job award will be eligible to apply for placement.
- (f) SPVs will be filled in the following sequence, subject to the requirements of Article 36 of the Plant Agreement, if applicable:
 - (1) By transferring employees declared surplus from jobs having the same or higher basic weekly wage rate in accordance with the terms of the Force Adjustment Plan Article.
 - (2) By transferring health impaired employees who cannot, with reasonable accommodation, perform their current jobs, to lateral or downgrade positions.
 - (3) By full restoration of downgraded employees.
 - (4) By partial restoration of downgraded employees.
 - (5) By exhausting the list in the Leave of Absence Priority File.
 - (6) From within an area where the job vacancy exists: Concurrent consideration of upgrade, lateral transfer, and downgrade requests in order of seniority from among all qualified candidates.
 - (7) From all other areas: Concurrent consideration of upgrade, lateral transfer, and downgrade requests in order of seniority from among all qualified candidates.
- (g) SPV applicants who are selected and offered positions for which they have applied may not refuse the assignments. Employees who fail to report to an awarded position will not be permitted to submit any SPV applications for a period of one year from the scheduled reporting date.

- (h) An employee who is placed pursuant to an SPV request and who retreats at his or her request will be precluded from any SPV consideration for one year from the retreat date. An employee who is placed pursuant to an SPV request and who is retreated at the Company's initiative will be precluded for six months from SPV consideration for the same job with the same qualifications. After the second and subsequent retreats at the Company's initiative, normal SPV rules will apply.
- (i) If no qualified employee has submitted an SPV application, and the Company decides to fill the vacancy by hiring, it shall first offer reemployment to employees of the Company who were laid off from the same occupational classification (job title) by inverse order of layoff and within the applicable bargaining units layoff area; provided, however, that a) the employees were laid off during the previous two years (three years for Downstate Commercial bargaining unit), b) the employees have not previously declined such an offer, and c) they are qualified to perform the duties of the position except that they will not be required to pass the written qualification test. Any collective bargaining agreement provisions covering recall from layoff that are inconsistent with this paragraph are superseded, and this paragraph shall govern.
- (j) The Company will fill at least 50% of job vacancies through SPV job searches (exclusive of Article 36 requirements in the Plant Contract), provided there are sufficient qualified SPV candidates for such positions. However, during each quarter from the 4th Quarter of 2000 through the 3rd Quarter of 2001, the Company will not hire any regular employees into the Field Technician (FT), Central Office Technician (COT) or Customer Service Administrator (CSA) titles until it has posted 90 positions in those titles (combined) which will be filled through SPV job searches, provided there are sufficient qualified candidates for such positions. Thereafter in each of the four Quarters, and outside the period from the 4th Quarter of 2000 through the 3rd Quarter of 2001, with respect to FTs, COTs, and CSAs, the Company will fill at least 50% of job vacancies through SPV job searches, provided there are sufficient qualified SPV candidates for such positions.

ARTICLE 18

AGENCY SHOP

18.01 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 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 30 days after the effective date of this Agreement, until the termination of this Agreement.

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

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

ARTICLE 19

BULLETIN BOARDS

19.01 The Company agrees that the Union may have the privilege of using bulletin boards located on Company premises, except in public offices, for the posting of notices related to Union meetings, social events and election procedure.

All other material shall be subject to the following conditions before posting:

- (a) That it be signed by the President or Secretary/ Treasurer of the Union.
- (b) That it be accepted as satisfactory by Management. If any question arises, the matter shall be reviewed by the General Accounting Manager (or authorized appointee) and the President or Secretary/Treasurer of the Union (or authorized appointee). Such review shall be made and decision reached within five (5) working days following the day the question arose, there to be no posting unless an agreement is reached.

19.02 Any material posted under the terms of this Article shall not contain anything political or controversial or anything derogatory to the Company or any of its employees or to any labor organization, and all material may be removed at the discretion of the Company.

ARTICLE 20

NON-DISCRIMINATION

20.01 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 21

EMPLOYEES IN MILITARY SERVICE OR ACTIVE DUTY FOR TRAINING

21.01 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.

21.02 An employee, either on a military service leave of 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.

21.03 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 or training duty 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.

21.04 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 payments 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 21.04, 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.

- 21.05** 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 governmental pay. Government pay herein shall be as defined in Section 21.04. However, in computing government pay under this Section 21.05, 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.
- 21.06** 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 21.05. 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 21.05.
- 21.07** 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.
- 21.08** An employee who receives a notice to report to the Armed Forces, for active service or training duty, shall immediately present such notice to his supervisor.

ARTICLE 22

SAFETY

22.01 Safety is a concern to the Company and the Union. They mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principles of safety on the part of all employees to provide for their own safety and that of their fellow employees, customers and the general public. The Company agrees to maintain a safe and healthful workplace for all employees.

22.02 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.

22.03 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 or her regular straight time rate of pay.

22.04 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 23

COPIES OF CONTRACT

23.01 Effective with this Agreement the Company shall be responsible for providing a copy of the contract for each employee.

ARTICLE 24

INCOME PROTECTION PLAN

24.01 If during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus in any job title in a work location which will necessitate layoffs or involuntary permanent reassignments of regular employees to different job titles involving a reduction in pay or to work locations requiring a change of residence, or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate, regular employees in the affected job titles 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 job titles and work locations in which a surplus exists, the number of employees in such job titles and locations who are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this Article. Neither such determinations by the Company nor any other part of this Article shall be subject to arbitration.
- (b) If the Company deems it appropriate, it may offer to regular employees, in job titles in which a surplus does not exist, the opportunity to leave the service of the Company pursuant to this Article. The job titles, 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 job titles. Employees who accept voluntary downgrades will have their pay reduced over a period of time, as provided for in Article 25, 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 job titles 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.

24.02 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 24.01 above, or be separated from the payroll in accordance with the provisions of Article 44, Force Adjustment Plan. 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 (pro rated for any period of time during which the employee was employed on a part-time basis).

24.03 Monthly Income Protection payments for an employee who so elects in accordance with Section 24.01 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 payment will be made within sixty (60) days after the employee leaves the service of the Company.

24.04 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.
- 24.05** 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.
- 24.06** Any payments to a recipient hereunder will cease permanently upon the happening of any of the following:
- (a) reemployment 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.
- 24.07** 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.
- 24.08** Prior to proceeding to a layoff resulting from a surplus in any particular job title and layoff area the Company will offer Enhanced IPP payments, and in lieu of regular IPP payments the Company may, in its discretion, offer Enhanced IPP payments. Enhanced IPP payments shall be equal to two times the applicable regular IPP payment. Both the monthly payments and the lump sum payment shall be doubled. All other provisions of this Article shall apply to Enhanced IPP payments.
- 24.09** In addition to the IPP payment, for an employee who so elects to leave the service of the Company in accordance with Section 1 above, the Company, as an IPP Expense Allowance, will reimburse the employee for the actual expenses incurred for relocation costs, tuition or training costs, or job placement expenses related to seeking other employment, or any combination thereof, up to an amount not to exceed Seven Hundred Fifty Dollars (\$750.00) for each year of net credited service (prorated for any partial year of service) to a maximum of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00). Any such expenses for which reimbursement will be made must be approved by the Company prior to being incurred and must be incurred within one (1) year from the date of termination of employment except that reimbursement for tuition or training costs will be made for such expenses incurred within two (2) years from the date of termination of employment.

INCOME PROTECTION TABLE

PENSION BAND 101 - 110

Full Years of Net Credited Service	Number of Monthly Payments	Monthly Amounts	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 to termination of employment, are age 63 or over and whose number of monthly payments are thirty 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 BAND 111 - 117

Full Years of Net Credited Service	Number of Monthly Payments	Monthly Amounts	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 to termination of employment, are age 63 or over and whose number of monthly payments are thirty 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 BAND 118 and OVER

Full Years of Net Credited Service	Number of Monthly Payments	Monthly Amounts	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 to termination of employment, are age 63 or over and whose number of monthly payments are thirty 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 25

REASSIGNMENT PAY PROTECTION PLAN

- 25.01** 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.

0 - 5 YEARS	
Week 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	

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.

- 25.02** 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.

ARTICLE 26 (DELETED)

ARTICLE 27 EXCUSED WORK DAYS

- 27.01** Each regular employee who has at least six months of net credited service on January 1 of any year shall be eligible in that year for four Excused Work Days with pay and one Excused Work Day without pay during such year. Excused Work Days may be carried over to the following year but shall be lost if not taken by June 15 of the following year.
- 27.02** 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.
- 27.03** One paid Excused Work Day in each calendar year may be designated by the Company for employees in an administrative work group (as designated by the Company) or in any larger group, including the entire Company. Employees (except occasional employees) in any such group, for which an Excused Work Day is designated by the Company and who are not otherwise eligible for a paid Excused Work Day shall be excused and paid for such designated day as set forth in Section 27.01, provided they are on the active payroll of the Company on the designated Excused Work Day.
- 27.04** 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.

27.05 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 subsections:

- (a) Employees who agree to work before the work schedule becomes fixed shall receive one day's pay as set forth in Section 27.02 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 27.02 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.

27.06 In each calendar year, 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 as half days, or a combination thereof.

27.07 In addition to the short notice Excused Work Day in Section 27.06, 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, 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.

27.08 Each regular employee who has at least six (6) months of net credited service who is not otherwise entitled to any excused work days ("EWDs") under Article 27 will be given one (1) scheduled EWD without pay in the year that the employee attains such service. This EWD will be scheduled in the same manner as other unpaid EWDs.

ARTICLE 28

WAGE RATES, PROGRESSIONS AND PENSION BANDS

LIST OF TITLES

28.01 Accounting Operations Clerk

FORMERLY: Office Assistant
Administrative Assistant
Senior Administrative Assistant

28.02 Accounting Financial Clerk

FORMERLY: Special Assistant
Senior Special Assistant

28.03 Drafter

Intermediate Drafter
Senior Drafter

WAGES

28.04 Effective January 1, 2004, 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.

PENSION BANDS

28.05 The Pension benefit for employees retiring on or after December 4, 1989 depends upon the employee's length of service and the pension band assigned to the employee's occupation. The following listing shows the pension band for each occupation in the bargaining unit:

Zone AAA Pension Band

Accounting Operations Clerk.....	111
Accounting Financial Clerk.....	113
Drafter	111
Intermediate Drafter	113
Senior Drafter	117

The New York and New England Associate component of the Pension Plan will be amended to provide for increases in the Pension Band Amounts by the “Percentage Increase” amounts shown below for pension eligible associates whose “Pension Effective Date” (which is the first day following the last day on the payroll) is on or after the corresponding “Pension Band Effective Date” shown below. In addition, the amendment will provide for the acceleration of the next scheduled Percentage Increase under this 2016 MOU for pension eligible associates who leave the service of the Company pursuant to a Special Enhanced Income Protection Plan (“Special EIPP”) under Section XIV of this 2016 MOU.

Pension Band Effective Date	Percentage Increase
Ninety (90) Days After Ratification (“Pension Increase Date”)	1%
First Anniversary of Pension Increase Date	1%
Second Anniversary of Pension Increase Date	1%

CALCULATION OF PENSION

28.06 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

Pension Band Number	October 1 2010	September 15 2016	September 15 2017	September 15 2018
101	\$42.48	\$42.90	\$43.33	\$43.76
102	\$44.28	\$44.72	\$45.17	\$45.62
103	\$46.13	\$46.59	\$47.06	\$47.53
104	\$47.87	\$48.35	\$48.83	\$49.32
105	\$49.67	\$50.17	\$50.67	\$51.18
106	\$51.45	\$51.96	\$52.48	\$53.00
107	\$53.29	\$53.82	\$54.36	\$54.90
108	\$55.06	\$55.61	\$56.17	\$56.73
109	\$56.89	\$57.46	\$58.03	\$58.61
110	\$58.65	\$59.24	\$59.83	\$60.43
111	\$60.46	\$61.06	\$61.67	\$62.29
112	\$62.28	\$62.90	\$63.53	\$64.17
113	\$64.04	\$64.68	\$65.33	\$65.98
114	\$65.84	\$66.50	\$67.17	\$67.84
115	\$67.59	\$68.27	\$68.95	\$69.64
116	\$69.41	\$70.10	\$70.80	\$71.51
117	\$71.21	\$71.92	\$72.64	\$73.37
118	\$73.01	\$73.74	\$74.48	\$75.22
119	\$74.80	\$75.55	\$76.31	\$77.07
120	\$76.60	\$77.37	\$78.14	\$78.92
121	\$78.36	\$79.14	\$79.93	\$80.73
122	\$80.20	\$81.00	\$81.81	\$82.63
123	\$81.96	\$82.78	\$83.61	\$84.45
124	\$83.76	\$84.60	\$85.45	\$86.30
125	\$85.55	\$86.41	\$87.27	\$88.14
126	\$87.34	\$88.21	\$89.09	\$89.98
127	\$89.14	\$90.03	\$90.93	\$91.84
128	\$90.94	\$91.85	\$92.77	\$93.70
129	\$92.74	\$93.67	\$94.61	\$95.56
130	\$94.51	\$95.46	\$96.41	\$97.37
131	\$96.35	\$97.31	\$98.28	\$99.26
132	\$98.12	\$99.10	\$100.09	\$101.09
133	\$99.91	\$100.91	\$101.92	\$102.94
134	\$101.72	\$102.74	\$103.77	\$104.81
135	\$103.44	\$104.47	\$105.51	\$106.57

CWA 1113
EFFECTIVE JUNE 19, 2016
WAGES

3% Wage increase applied to all steps

CWA 1113 NY UPSTATE ACCOUNTING AND DRAFTING

WAGE TABLE: 1A

EFFECTIVE JUNE 19, 2016

ACCOUNTING OPERATIONS CLERK

WAGE STEP	NEXT INCREASE INTERVAL	ZONE AAA	INCREASE AMOUNT
Start	6 Mos.	\$370.00	
6 Mos.	6 Mos.	\$415.00	\$45.00
12 Mos.	6 Mos.	\$467.50	\$52.50
18 Mos.	6 Mos.	\$526.50	\$59.00
24 Mos.	6 Mos.	\$591.50	\$65.00
30 Mos.	6 Mos.	\$667.50	\$76.00
36 Mos.	6 Mos.	\$750.00	\$82.50
42 Mos.	6 Mos.	\$844.00	\$94.00
48 Mos.	6 Mos.	\$951.00	\$107.00
54 Mos.	6 Mos.	\$1,070.00	\$119.00
60 Mos. (Maximum)		\$1,203.50	\$133.50
PENSION BAND		111	

CWA 1113 NY UPSTATE ACCOUNTING AND DRAFTING

WAGE TABLE: 2A

EFFECTIVE JUNE 19, 2016

ACCOUNTING FINANCIAL CLERK

WAGE STEP	NEXT INCREASE INTERVAL	ZONE AAA	INCREASE AMOUNT
Start	6 Mos.	\$396.00	
6 Mos.	6 Mos.	\$444.50	\$48.50
12 Mos.	6 Mos.	\$501.00	\$56.50
18 Mos.	6 Mos.	\$566.00	\$65.00
24 Mos.	6 Mos.	\$637.00	\$71.00
30 Mos.	6 Mos.	\$717.50	\$80.50
36 Mos.	6 Mos.	\$808.50	\$91.00
42 Mos.	6 Mos.	\$911.00	\$102.50
48 Mos.	6 Mos.	\$1,027.50	\$116.50
54 Mos.	6 Mos.	\$1,157.00	\$129.50
60 Mos. (Maximum)		\$1,304.00	\$147.00
PENSION BAND		113	

CWA 1113 NY UPSTATE ACCOUNTING AND DRAFTING

WAGE TABLE: 3A

EFFECTIVE JUNE 19, 2016

DRAFTER

WAGE STEP	NEXT INCREASE INTERVAL	ZONE AAA	INCREASE AMOUNT
Start	6 Mos.	\$388.00	
6 Mos.	6 Mos.	\$445.00	\$57.00
12 Mos.	6 Mos.	\$514.50	\$69.50
18 Mos.	6 Mos.	\$593.50	\$79.00
24 Mos.	6 Mos.	\$686.00	\$92.50
30 Mos.	6 Mos.	\$790.50	\$104.50
36 Mos.	6 Mos.	\$912.00	\$121.50
42 Mos.	6 Mos.	\$1,050.50	\$138.50
48 Mos. (Maximum)		\$1,214.00	\$163.50
PENSION BAND		111	

CWA 1113 NY UPSTATE ACCOUNTING AND DRAFTING

WAGE TABLE: 4A

EFFECTIVE JUNE 19, 2016

INTERMEDIATE DRAFTER

WAGE STEP	NEXT INCREASE INTERVAL	ZONE AAA	INCREASE AMOUNT
Start	6 Mos.	\$398.00	
6 Mos.	6 Mos.	\$460.00	\$62.00
12 Mos.	6 Mos.	\$533.00	\$73.00
18 Mos.	6 Mos.	\$614.50	\$81.50
24 Mos.	6 Mos.	\$711.50	\$97.00
30 Mos.	6 Mos.	\$821.50	\$110.00
36 Mos.	6 Mos.	\$951.50	\$130.00
42 Mos.	6 Mos.	\$1,099.00	\$147.50
48 Mos. (Maximum)		\$1,272.50	\$173.50
PENSION BAND		113	

CWA 1113 NY UPSTATE ACCOUNTING AND DRAFTING

WAGE TABLE: 5A

EFFECTIVE JUNE 19, 2016

SENIOR DRAFTER

WAGE STEP	NEXT INCREASE INTERVAL	ZONE AAA	INCREASE AMOUNT
Start	6 Mos.	\$410.00	
6 Mos.	6 Mos.	\$463.00	\$53.00
12 Mos.	6 Mos.	\$525.00	\$62.00
18 Mos.	6 Mos.	\$595.00	\$70.00
24 Mos.	6 Mos.	\$673.00	\$78.00
30 Mos.	6 Mos.	\$764.50	\$91.50
36 Mos.	6 Mos.	\$865.50	\$101.00
42 Mos.	6 Mos.	\$980.00	\$114.50
48 Mos.	6 Mos.	\$1,111.00	\$131.00
54 Mos.	6 Mos.	\$1,259.00	\$148.00
60 Mos. (Maximum)		\$1,427.00	\$168.00
PENSION BAND		117	

CWA 1113
EFFECTIVE JUNE 18, 2017
WAGES

2.50% Wage increase applied to all steps

CWA 1113 NY UPSTATE ACCOUNTING AND DRAFTING

WAGE TABLE: 1A

EFFECTIVE JUNE 18, 2017

ACCOUNTING OPERATIONS CLERK

WAGE STEP	NEXT INCREASE INTERVAL	ZONE AAA	INCREASE AMOUNT
Start	6 Mos.	\$379.50	
6 Mos.	6 Mos.	\$425.50	\$46.00
12 Mos.	6 Mos.	\$479.00	\$53.50
18 Mos.	6 Mos.	\$539.50	\$60.50
24 Mos.	6 Mos.	\$606.50	\$67.00
30 Mos.	6 Mos.	\$684.00	\$77.50
36 Mos.	6 Mos.	\$769.00	\$85.00
42 Mos.	6 Mos.	\$865.00	\$96.00
48 Mos.	6 Mos.	\$975.00	\$110.00
54 Mos.	6 Mos.	\$1,097.00	\$122.00
60 Mos. (Maximum)		\$1,233.50	\$136.50
PENSION BAND		111	

CWA 1113 NY UPSTATE ACCOUNTING AND DRAFTING

WAGE TABLE: 2A

EFFECTIVE JUNE 18, 2017

ACCOUNTING FINANCIAL CLERK

WAGE STEP	NEXT INCREASE INTERVAL	ZONE AAA	INCREASE AMOUNT
Start	6 Mos.	\$406.00	
6 Mos.	6 Mos.	\$455.50	\$49.50
12 Mos.	6 Mos.	\$513.50	\$58.00
18 Mos.	6 Mos.	\$580.00	\$66.50
24 Mos.	6 Mos.	\$653.00	\$73.00
30 Mos.	6 Mos.	\$735.50	\$82.50
36 Mos.	6 Mos.	\$828.50	\$93.00
42 Mos.	6 Mos.	\$934.00	\$105.50
48 Mos.	6 Mos.	\$1,053.00	\$119.00
54 Mos.	6 Mos.	\$1,186.00	\$133.00
60 Mos. (Maximum)		\$1,336.50	\$150.50
PENSION BAND		113	

CWA 1113 NY UPSTATE ACCOUNTING AND DRAFTING

WAGE TABLE: 3A

EFFECTIVE JUNE 18, 2017

DRAFTER

WAGE STEP	NEXT INCREASE INTERVAL	ZONE AAA	INCREASE AMOUNT
Start	6 Mos.	\$397.50	
6 Mos.	6 Mos.	\$456.00	\$58.50
12 Mos.	6 Mos.	\$527.50	\$71.50
18 Mos.	6 Mos.	\$608.50	\$81.00
24 Mos.	6 Mos.	\$703.00	\$94.50
30 Mos.	6 Mos.	\$810.50	\$107.50
36 Mos.	6 Mos.	\$935.00	\$124.50
42 Mos.	6 Mos.	\$1,077.00	\$142.00
48 Mos. (Maximum)		\$1,244.50	\$167.50
PENSION BAND		111	

CWA 1113 NY UPSTATE ACCOUNTING AND DRAFTING

WAGE TABLE: 4A

EFFECTIVE JUNE 18, 2017

INTERMEDIATE DRAFTER

WAGE STEP	NEXT INCREASE INTERVAL	ZONE AAA	INCREASE AMOUNT
Start	6 Mos.	\$408.00	
6 Mos.	6 Mos.	\$471.50	\$63.50
12 Mos.	6 Mos.	\$546.50	\$75.00
18 Mos.	6 Mos.	\$630.00	\$83.50
24 Mos.	6 Mos.	\$729.50	\$99.50
30 Mos.	6 Mos.	\$842.00	\$112.50
36 Mos.	6 Mos.	\$975.50	\$133.50
42 Mos.	6 Mos.	\$1,126.50	\$151.00
48 Mos. (Maximum)		\$1,304.50	\$178.00
PENSION BAND		113	

CWA 1113 NY UPSTATE ACCOUNTING AND DRAFTING

WAGE TABLE: 5A

EFFECTIVE JUNE 18, 2017

SENIOR DRAFTER

WAGE STEP	NEXT INCREASE INTERVAL	ZONE AAA	INCREASE AMOUNT
Start	6 Mos.	\$420.50	
6 Mos.	6 Mos.	\$474.50	\$54.00
12 Mos.	6 Mos.	\$538.00	\$63.50
18 Mos.	6 Mos.	\$610.00	\$72.00
24 Mos.	6 Mos.	\$690.00	\$80.00
30 Mos.	6 Mos.	\$783.50	\$93.50
36 Mos.	6 Mos.	\$887.00	\$103.50
42 Mos.	6 Mos.	\$1,004.50	\$117.50
48 Mos.	6 Mos.	\$1,139.00	\$134.50
54 Mos.	6 Mos.	\$1,290.50	\$151.50
60 Mos. (Maximum)		\$1,462.50	\$172.00
PENSION BAND		117	

CWA 1113
EFFECTIVE JUNE 24, 2018
WAGES

2.50% Wage increase applied to all steps

CWA 1113 NY UPSTATE ACCOUNTING AND DRAFTING

WAGE TABLE: 1A

EFFECTIVE JUNE 24, 2018

ACCOUNTING OPERATIONS CLERK

WAGE STEP	NEXT INCREASE INTERVAL	ZONE AAA	INCREASE AMOUNT
Start	6 Mos.	\$389.00	
6 Mos.	6 Mos.	\$436.00	\$47.00
12 Mos.	6 Mos.	\$491.00	\$55.00
18 Mos.	6 Mos.	\$553.00	\$62.00
24 Mos.	6 Mos.	\$621.50	\$68.50
30 Mos.	6 Mos.	\$701.00	\$79.50
36 Mos.	6 Mos.	\$788.00	\$87.00
42 Mos.	6 Mos.	\$886.50	\$98.50
48 Mos.	6 Mos.	\$999.50	\$113.00
54 Mos.	6 Mos.	\$1,124.50	\$125.00
60 Mos. (Maximum)		\$1,264.50	\$140.00
PENSION BAND		111	

CWA 1113 NY UPSTATE ACCOUNTING AND DRAFTING

WAGE TABLE: 2A

EFFECTIVE JUNE 24, 2018

ACCOUNTING FINANCIAL CLERK

WAGE STEP	NEXT INCREASE INTERVAL	ZONE AAA	INCREASE AMOUNT
Start	6 Mos.	\$416.00	
6 Mos.	6 Mos.	\$467.00	\$51.00
12 Mos.	6 Mos.	\$526.50	\$59.50
18 Mos.	6 Mos.	\$594.50	\$68.00
24 Mos.	6 Mos.	\$669.50	\$75.00
30 Mos.	6 Mos.	\$754.00	\$84.50
36 Mos.	6 Mos.	\$849.00	\$95.00
42 Mos.	6 Mos.	\$957.50	\$108.50
48 Mos.	6 Mos.	\$1,079.50	\$122.00
54 Mos.	6 Mos.	\$1,215.50	\$136.00
60 Mos. (Maximum)		\$1,370.00	\$154.50
PENSION BAND		113	

CWA 1113 NY UPSTATE ACCOUNTING AND DRAFTING

WAGE TABLE: 3A

EFFECTIVE JUNE 24, 2018

DRAFTER

WAGE STEP	NEXT INCREASE INTERVAL	ZONE AAA	INCREASE AMOUNT
Start	6 Mos.	\$407.50	
6 Mos.	6 Mos.	\$467.50	\$60.00
12 Mos.	6 Mos.	\$540.50	\$73.00
18 Mos.	6 Mos.	\$623.50	\$83.00
24 Mos.	6 Mos.	\$720.50	\$97.00
30 Mos.	6 Mos.	\$831.00	\$110.50
36 Mos.	6 Mos.	\$958.50	\$127.50
42 Mos.	6 Mos.	\$1,104.00	\$145.50
48 Mos. (Maximum)		\$1,275.50	\$171.50
PENSION BAND		111	

CWA 1113 NY UPSTATE ACCOUNTING AND DRAFTING

WAGE TABLE: 4A

EFFECTIVE JUNE 24, 2018

INTERMEDIATE DRAFTER

WAGE STEP	NEXT INCREASE INTERVAL	ZONE AAA	INCREASE AMOUNT
Start	6 Mos.	\$418.00	
6 Mos.	6 Mos.	\$483.50	\$65.50
12 Mos.	6 Mos.	\$560.00	\$76.50
18 Mos.	6 Mos.	\$646.00	\$86.00
24 Mos.	6 Mos.	\$747.50	\$101.50
30 Mos.	6 Mos.	\$863.00	\$115.50
36 Mos.	6 Mos.	\$1,000.00	\$137.00
42 Mos.	6 Mos.	\$1,154.50	\$154.50
48 Mos. (Maximum)		\$1,337.00	\$182.50
PENSION BAND		113	

CWA 1113 NY UPSTATE ACCOUNTING AND DRAFTING

WAGE TABLE: 5A

EFFECTIVE JUNE 24, 2018

SENIOR DRAFTER

WAGE STEP	NEXT INCREASE INTERVAL	ZONE AAA	INCREASE AMOUNT
Start	6 Mos.	\$431.00	
6 Mos.	6 Mos.	\$486.50	\$55.50
12 Mos.	6 Mos.	\$551.50	\$65.00
18 Mos.	6 Mos.	\$625.50	\$74.00
24 Mos.	6 Mos.	\$707.50	\$82.00
30 Mos.	6 Mos.	\$803.00	\$95.50
36 Mos.	6 Mos.	\$909.00	\$106.00
42 Mos.	6 Mos.	\$1,029.50	\$120.50
48 Mos.	6 Mos.	\$1,167.50	\$138.00
54 Mos.	6 Mos.	\$1,323.00	\$155.50
60 Mos. (Maximum)		\$1,499.00	\$176.00
PENSION BAND		117	

CWA 1113
EFFECTIVE JUNE 23, 2019
WAGES

2.50% Wage increase applied to all steps

ACCOUNTING OPERATIONS CLERK

WAGE STEP	NEXT INCREASE INTERVAL	ZONE AAA	INCREASE AMOUNT
Start	6 Mos.	\$398.50	
6 Mos.	6 Mos.	\$447.00	\$48.50
12 Mos.	6 Mos.	\$503.50	\$56.50
18 Mos.	6 Mos.	\$567.00	\$63.50
24 Mos.	6 Mos.	\$637.00	\$70.00
30 Mos.	6 Mos.	\$718.50	\$81.50
36 Mos.	6 Mos.	\$807.50	\$89.00
42 Mos.	6 Mos.	\$908.50	\$101.00
48 Mos.	6 Mos.	\$1,024.50	\$116.00
54 Mos.	6 Mos.	\$1,152.50	\$128.00
60 Mos. (Maximum)		\$1,296.00	\$143.50
PENSION BAND		111	

CWA 1113 NY UPSTATE ACCOUNTING AND DRAFTING

WAGE TABLE: 2A

EFFECTIVE JUNE 23, 2019

ACCOUNTING FINANCIAL CLERK

WAGE STEP	NEXT INCREASE INTERVAL	ZONE AAA	INCREASE AMOUNT
Start	6 Mos.	\$426.50	
6 Mos.	6 Mos.	\$478.50	\$52.00
12 Mos.	6 Mos.	\$539.50	\$61.00
18 Mos.	6 Mos.	\$609.50	\$70.00
24 Mos.	6 Mos.	\$686.00	\$76.50
30 Mos.	6 Mos.	\$773.00	\$87.00
36 Mos.	6 Mos.	\$870.00	\$97.00
42 Mos.	6 Mos.	\$981.50	\$111.50
48 Mos.	6 Mos.	\$1,106.50	\$125.00
54 Mos.	6 Mos.	\$1,246.00	\$139.50
60 Mos. (Maximum)		\$1,404.50	\$158.50
PENSION BAND		113	

CWA 1113 NY UPSTATE ACCOUNTING AND DRAFTING

WAGE TABLE: 3A

EFFECTIVE JUNE 23, 2019

DRAFTER

WAGE STEP	NEXT INCREASE INTERVAL	ZONE AAA	INCREASE AMOUNT
Start	6 Mos.	\$417.50	
6 Mos.	6 Mos.	\$479.00	\$61.50
12 Mos.	6 Mos.	\$554.00	\$75.00
18 Mos.	6 Mos.	\$639.00	\$85.00
24 Mos.	6 Mos.	\$738.50	\$99.50
30 Mos.	6 Mos.	\$852.00	\$113.50
36 Mos.	6 Mos.	\$982.50	\$130.50
42 Mos.	6 Mos.	\$1,131.50	\$149.00
48 Mos. (Maximum)		\$1,307.50	\$176.00
PENSION BAND		111	

CWA 1113 NY UPSTATE ACCOUNTING AND DRAFTING

WAGE TABLE: 4A

EFFECTIVE JUNE 23, 2019

INTERMEDIATE DRAFTER

WAGE STEP	NEXT INCREASE INTERVAL	ZONE AAA	INCREASE AMOUNT
Start	6 Mos.	\$428.50	
6 Mos.	6 Mos.	\$495.50	\$67.00
12 Mos.	6 Mos.	\$574.00	\$78.50
18 Mos.	6 Mos.	\$662.00	\$88.00
24 Mos.	6 Mos.	\$766.00	\$104.00
30 Mos.	6 Mos.	\$884.50	\$118.50
36 Mos.	6 Mos.	\$1,025.00	\$140.50
42 Mos.	6 Mos.	\$1,183.50	\$158.50
48 Mos. (Maximum)		\$1,370.50	\$187.00
PENSION BAND		113	

CWA 1113 NY UPSTATE ACCOUNTING AND DRAFTING

WAGE TABLE: 5A

EFFECTIVE JUNE 23, 2019

SENIOR DRAFTER

WAGE STEP	NEXT INCREASE INTERVAL	ZONE AAA	INCREASE AMOUNT
Start	6 Mos.	\$442.00	
6 Mos.	6 Mos.	\$498.50	\$56.50
12 Mos.	6 Mos.	\$565.50	\$67.00
18 Mos.	6 Mos.	\$641.00	\$75.50
24 Mos.	6 Mos.	\$725.00	\$84.00
30 Mos.	6 Mos.	\$823.00	\$98.00
36 Mos.	6 Mos.	\$931.50	\$108.50
42 Mos.	6 Mos.	\$1,055.00	\$123.50
48 Mos.	6 Mos.	\$1,196.50	\$141.50
54 Mos.	6 Mos.	\$1,356.00	\$159.50
60 Mos. (Maximum)		\$1,536.50	\$180.50
PENSION BAND		117	

ARTICLE 29

PROMOTION AND OTHER WAGE TREATMENT PROMOTIONS

29.01 In selecting individuals for permanent promotion to titles within the bargaining unit, seniority (determined by net credited service) shall govern if necessary qualifications are substantially equal. 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.

PROMOTIONAL INCREASES

29.02 Employees promoted from one class to another will receive, without loss of earned service credit at rates below the applicable maximum rate for the title from which promoted, a promotional increase as follows:

To Accounting Operations Clerk15.00

To Accounting Financial Clerk15.00

To All Other Titles15.00

In no case shall the rate and earned service credit of employees so promoted exceed the rate and earned service credit which the employees would have attained if engaged for the position to which promoted.

Promotional increases provided herein will be in addition to normal progression increases and will be subject to retraction if the employee subsequently is transferred back to the lowest grade.

TEMPORARY PROMOTIONS

29.03 Any temporary promotional increase treatment provided for herein shall apply to the entire calendar week during which an employee is assigned to perform the work in the higher classification for any three (3) or more days. Additionally, promotional increases provided for herein shall apply to any day on which an employee works in a higher classification for a number of hours equal to at least one-half (1/2) the number of hours in his normal work day. The amount of any promotional increase for each such day shall be one-fifth (1/5) of any weekly promotional increase provided herein. The employee's temporary promotional increase shall be based on the employee's equivalent wage step in the higher title.

OTHER PROVISIONS

29.04 The treatment provided herein, appropriately adjusted to reflect the relationship of the number of their regularly scheduled hours per week to 37-1/2 hours, will apply to part-time employees.

Experienced employees or employees with unusual qualifications may be engaged at any time at rates above the minimum rates shown in Article 28 of this Agreement for a particular classification.

29.05 A letter entitled "Promotions, Acting" can be found on page 94.

ARTICLE 30

TRAVELING TIME AND EXPENSE

TRAVELING TIME AND EXPENSE

30.01 When an employee is temporarily assigned to another location and the total traveling time exceeds the usual time spent in coming to and going from work at his normal reporting point, the additional time shall be considered as work time.

Employees temporarily assigned to another location shall be paid any additional transportation expense incurred by them and required for traveling from their homes to the temporary location and return. This payment will be based on the fare on normal transportation facilities, (e.g., bus, railway or ferry) available to the general public for the route involved.

Whenever an employee is temporarily assigned to another location and is authorized by the Company to use his or her personal car in lieu of normal transportation facilities, the transportation cost shall be paid for by the Company for the distance actually traveled in the car plus tolls incurred less his or her normal transportation expense to the employee's normal reporting point.

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 twenty-nine cents (\$.29) 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 day of the second month following the date of announcement of the change by the IRS or the effective date of the change, whichever is later.

When an employee is called at his home or other off-the job location to report for work before the start of his next scheduled tour, the time spent in traveling from his home or other off-the-job location to the work location will be treated as working time. If that employee is released before the start of that employee's next scheduled tour, the traveling time from the work location to his home or other off-the-job location from which he was called also will be treated as working time. Such traveling time will be treated as time worked in computing the minimum payment under the provisions of Article 32.06, entitled "Minimum Payment." Whenever travel time is treated as working time in accordance with this paragraph associated transportation cost will be paid by the Company.

When an employee is permanently assigned to another location, the first thirty (30) days of such assignment shall be treated as temporary for the purposes of this Section.

ARTICLE 31

MOVING EXPENSES

MOVING EXPENSES

- 31.01** Employees who in the judgment of the Company are required to relocate their residence as a result of permanent involuntary transfer initiated by the Company shall receive reasonable moving cost.
- 31.02** A letter entitled "Moving Expenses" can be found on page 101.

ARTICLE 32

WORKING CONDITIONS

HOURS OF DUTY

- 32.01** The basic workweek shall consist of five (5) working days of seven and one-half (7-1/2) hours each or a total of thirty-seven and one-half (37-1/2) hours during the period Monday to Saturday, both inclusive.
- In a holiday week, the holiday shall be counted as a seven and one-half (7-1/2) hour day in determining the basic workweek whether or not the employee is assigned to work on that day

An employee may be required to work in addition to the employee's basic workweek.

PAYMENTS FOR TIME WORKED

32.02 Hourly Wage Rate

An employee's hourly wage rate shall be determined by dividing the employee's basic weekly wage rate by thirty-seven and one-half ($37\frac{1}{2}$).

32.03 Basic Workweek

An employee shall be paid at his hourly wage rate for each hour worked during his basic workweek except that payment shall be at one and one-half ($1\frac{1}{2}$) times his hourly rate for such hours worked on a holiday. Such payment on a holiday shall be in addition to payment of one (1) day's pay, that is, one-fifth ($\frac{1}{5}$) of the employee's basic weekly wage rate, as a holiday allowance.

32.04 Differential

For any week throughout which an employee's daily hours included in the basic workweek begin before 7:30 a.m. or end later than 6 p.m. the employee shall receive a weekly differential of ten (10) percent of the employee's basic weekly rate of pay.

One-fifth ($\frac{1}{5}$) of the weekly differential shall be paid for each day so worked when the employee's assignment to such hours is for less than five tours during a calendar week.

The differential shall be included in wage payments by adding the appropriate amount (either the full weekly amount or fraction thereof based on the employee's scheduled tour) to the basic weekly rate of pay in determining the rate used in computation of wage payments prescribed in Article 32, Sections 32.02 through 32.08 and Article 33.

Payments for vacation as provided in Article 34 will include, in addition to an employee's basic weekly rate of pay, the amount of differential in effect the week immediately preceding the vacation.

32.05 Premium Pay for Time Worked

Authorized hours worked for premium pay provided herein shall be paid for, in units, of one-quarter ($\frac{1}{4}$) hour, at the employee's hourly wage rate, except that payment shall be made at the rate of:

- (a) One and one-half ($1\frac{1}{2}$) times the hourly wage rate for hours worked on a holiday up to $7\frac{1}{2}$ hours. This shall be in addition

to the payment of one (1) day's pay, that is, one-fifth (1/5) of the employee's basic weekly wage rate as a holiday allowance.

- (b) Two and one-half (2-1/2) times the hourly wage rate for hours worked on a holiday in excess of 7-1/2 hours.
- (c) One and one-half (1-1/2) times the hourly wage rate for hours worked in any calendar week in excess of the hours worked or scheduled to be worked as part of the basic workweek, exclusive of hours compensated under (a) and (b) above.

If in any calendar week the total hours of an employee's basic workweek, whether worked or not, and the hours worked outside the basic workweek are in excess of eleven (11) hours more than the number of hours in the employee's basic workweek, an employee shall receive an additional allowance of one-half hour's pay for each hour worked in excess of eleven (11) hours more than the hours in the employee's basic workweek.

32.06 Minimum Payment

When an employee is assigned to perform work which is outside of and not continuous with hours included in his basic workweek, or when an employee is assigned to work on a holiday, the minimum payment for such work shall be one-half (1/2) day's pay based upon the employee's hourly wage rate including weekly differentials, if any. An unpaid meal period shall not be considered a break in the continuity of work for this purpose.

32.07 Payments for Time Not Worked - Holidays

The following holidays will be observed as holidays by the company:

New Year's Day	Columbus Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
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.

When a holiday falls on a Saturday and the Saturday is not included in the basic workweek of an employee, the Company, after considering

any specific request of the employee, shall designate for that employee, unless on vacation during such week, another day (Monday to Friday, inclusive) in the preceding week, in that week, or in the following three weeks as a day in lieu of the holiday. When another day is designated in lieu of a Saturday holiday, the provisions of this Agreement relative to the treatment of holidays shall apply to such designated day instead of to the Saturday holiday.

When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

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 or by June 15 of the following calendar year to be treated as the holiday for that employee.

An employee not working on a holiday shall receive one day's pay, i.e., one-fifth (1/5) of the employee's basic weekly wage rate, unless absent without pay on both the last scheduled working day before the holiday, and the first scheduled working day after the holiday. Excused time without pay due to a surplus of employees or absence 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 shall not be considered absence without pay under this paragraph.

In the absence of a written agreement stating otherwise, the Companies will grant an associate one-half day off with pay in observance of Christmas Eve work and load permitting and only to the extent the employee is scheduled and works on December 24 as part of his or her basic work week. If the Companies cannot grant an associate a half-day off with pay on December 24 due to workload or other Company needs, that associate will be granted one-half day off with pay within the next 30 days.

32.08 Incidental Absence Due to Personal Illness or Off-Duty Accident

- (1) Payment for days scheduled but not worked during the period of seven consecutive calendar days or less beginning with the first day of each absence due to an employee's personal illness or off-duty accident will be capped at ten days provided the employee has two (2) or more years of net credited service as of the first day of such absence. Employees with less than two (2) years of net credited service will be paid for such absence

beginning with the third consecutive day of absence and will be capped at ten days.

- (2) Part-time employees will also be capped at 10 paid days, but the number of hours part-time employees will be paid for each day will be pro-rated based on the number of hours such employees are normally scheduled to work, in the same manner that the Company pro-rates vacation and other paid time for part-time employees. For example, a part-time employee who always works 22.5 hours per week will receive no more than 45 hours of paid incidental absence in a calendar year
- (3) Incidental absence as referred to herein shall be understood to mean absence occurring within a period of seven (7) consecutive calendar days beginning with the first day of absence. A day of absence as referred to herein is a day which is included in an employee's basic workweek but on which the employee does not work because of personal illness or off-duty accident. In no case will more than one (1) day's pay be paid for a holiday on which an employee does not work for any reason. If a program of part-timing is in effect, the payments for incidental absence shall reflect the reduction in the employee's basic workweek.
- (4) Whenever the Company requires an employee to submit proof of illness in order to be paid for an incidental absence due to personal illness or off-duty accident, 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 or off-duty accident, 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 or off-duty accident.
- (5) All employees may take up to four (4) incidental absence days in a calendar year which shall not be charged against an employee's record for purposes of determining attendance performance on the Company's applicable absence control plan ("Exempt Days"). Incidental absence days, in excess of the four (4) Exempt Days, may be treated in accordance with the Company's

applicable absence control plan. This Article 32.08 (5) will not apply to an associate until such associate reaches one year of net credited service. The number of Exempt Days for such an associate will be prorated in the year he or she reaches one year of net credited service as follows: (a) an associate who reaches one year of net credited service in the first quarter of the calendar year will receive four (4) Exempt Days; (b) an associate who reaches one year of net credited service in the second quarter will receive three (3) Exempt Days; (c) an associate who reaches one year of net credited service in the third quarter will receive two (2) Exempt Days and (d) an associate who reaches one year of net credited service in the fourth quarter will receive one (1) Exempt Day.

- (6) Employees who use four days or fewer of paid or unpaid incidental absence in a calendar year will receive the following lump sum payment, prorated for part-time employees, which will be paid no later than the first paycheck in March of the following year. All existing provision(s) pertaining to unpaid incidental absence, including waiting days, will continue in full force and effect.

Number of Paid or Unpaid Incidental Absence Days Used in the Calendar Year	Lump Sum Payment
4 Days	1 day's pay
At least 3 Days but less than 4 Days	2 days' pay
At least 2 Days but less than 3 Days	3 days' pay
More than Zero Days but less than 2 Days	4 days' pay
Zero Days	5 days' pay

- (7) Prorating Lump Sum Payment for Working a Partial Year.
- (a) Eligibility: Regular and Temporary employees who are hired for an assignment expected to last more than one year must be on the payroll for at least 90 days during a calendar year, excluding time not on the job due to SADBP absence and paid and unpaid leave, to be eligible for a lump sum payment pursuant to Article 32.08 (6). Temporary employees who are hired for an assignment expected to last one year or less are ineligible for a lump sum payout pursuant to Article 32.08 (6). Employees who

are discharged for cause on or before December 31 of the calendar year will not be eligible to receive a lump sum payment pursuant to Article 32.08 (6).

- (b) Proration: The lump sum payment pursuant to Article 32.08 (6) will be prorated by twelfths to correspond to the number of months the employee was on the payroll during the calendar year, exclusive of SADBPs absence and paid and unpaid leaves. For purposes of proration, a month will be taken into account if the employee was on the payroll on any day of the calendar month, and not on SADBPs or other paid or unpaid leave for the entire month.
- (8) For purposes of incentive pay under this provision, a day's pay shall be paid under this Article at one-fifth the employee's basic weekly rate, excluding differentials and overtime.
- (9) Paid incidental absence days will count towards the applicable annual cap. Unpaid waiting days will not count towards the applicable annual cap.

32.09 Four Day Workweek

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 will be scheduled in equal amounts over four consecutive days.

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.

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.

32.10 Third Medical Opinion

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.

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 its 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 that 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 services shall be shared equally by the Union and the Company. 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. 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 33

DEATH IN THE IMMEDIATE FAMILY

DEATH IN THE IMMEDIATE FAMILY

- 33.01** When a death occurs in an employee's immediate family, the employee 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.
- 33.02** The term "employee's immediate family" shall mean the employee's mother, father, sister, brother, wife, husband, domestic partner (as defined in the Company's Domestic Partner Eligibility Criteria), son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, granddaughter, grandson, step-mother, stepfather, stepson, stepdaughter, brother-in-law, sister-in-law, relative who takes the place of a parent, or other relative living in the employee's home at the time of death.

ARTICLE 34

VACATIONS

ELIGIBILITY FOR VACATIONS

- 34.01** Unless otherwise specified in this Agreement, vacations with pay will be permitted during each calendar year according to the following schedule:
- (a) One Week Vacation - Upon completion of six months of net credited service.
 - (b) Two Weeks Vacation - Upon completion of twelve months of net credited service, provided that if terms of employment of 6 months and 12 months are both completed in the same calendar year, only two weeks will be granted, with the second week to be taken after completion of 12 months of net credited service.

If an employee becomes eligible for one or two weeks of vacation on or after December 1 the employee may elect to take one week in the following calendar year, providing it is completed prior to April 1 and prior to the taking of any of that year's vacation.

- (c) Three Weeks Vacation - Beginning with and at any time within the year in which the employee has or completes 7 years of net credited service.
- (d) Four Weeks Vacation - Beginning with and at any time within the year in which the employee completes 15 years of net credited service.
- (e) Five Weeks Vacation - Beginning with the year in which the employee completes 25 years of net credited service, but only if at least one week is taken during the month of January, February, March, April, November or December.

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

An employee shall be paid his basic weekly wage rate for each week of the vacation period. If a program of part-timing is in effect, the employee's vacation pay shall be reduced proportionately to the reduction in hours.

The number of vacation weeks available and the number of people on vacation at any particular time will be determined by the Company in accordance with the needs of the business.

Within the vacation groups determined by the Company under this paragraph, choice of vacation periods will be in order of seniority based on net credited service.

DAY-AT-A-TIME VACATION

34.02 Employees may take the vacation for which they are eligible, not to exceed three weeks, on a day-at-a-time basis. Those weeks taken on a day-at-a-time basis must be 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 the 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 by June 15 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 selection 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 Par. 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 Section 34.03.

An employee who, pursuant to Article 10, Section 10.03, received a vacation allowance upon being laid off and who is reemployed in the same calendar year, or an employee who received a vacation allowance upon being dismissed and who in the same calendar year is reinstated, pursuant to Article 11, shall not be eligible to a vacation during the remainder of the calendar year following reemployment or reinstatement.

VACATION CARRY-OVER

34.03 An employee who is eligible for two (2) or more weeks of vacation may, when he or she is selecting his or her vacation, elect to take in the following calendar year a part of his or her vacation for which he or she 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 or her 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 or she is eligible during the current year.
- (2) Any week or weeks of vacation carried over from one calendar year into the next must be scheduled and completed no later than June 15 of the year in which the vacation is to be taken.
- (3) Any employee who does not elect to carry over a part of his or her vacation into the following calendar year and who wants a vacation in the period from January 1 to 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 employees must make their selection at the same time as the employee who elects to carry over part of his or her vacation.

DISABILITY CARRY-OVER

34.04 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 the employee 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 period ending on or immediately after June 15 of the succeeding calendar year.

VACATIONS TAKEN FOR SEPARATE AND DISTINCT WORK FUNCTIONS

34.05 Notwithstanding any provision in Article 34 to the contrary, where separate and distinct work functions exist within a unit, supervisors may permit employees to select vacation time by seniority within that distinct work function.

VACATIONS TAKEN DURING "SPLIT" WEEKS OR END OF YEAR

34.06 A "split" week at the end of a year (calendar days in both years) may be considered a vacation week in either year. Additionally, when December 31st falls on a Saturday, the following week can be considered as a prior year week.

VACATIONS AND BRIDGING OF PAST SERVICE

34.07 (a) Entitlement

Employees who become entitled to an additional week or weeks of vacation because of service bridging are entitled to such additional vacation from the first day of the year in which the service will be bridged.

(b) Selection Position

An employee's seniority on the vacation selection list, for the year in which his/her service is to be bridged, will be the seniority that the employee has as of the first day of that year.

ARTICLE 35

CLASSIFICATION AND TREATMENT OF PART-TIME EMPLOYEES

- 35.01** 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 job title, classification and work group. Payment to a part-time employee for hours worked in excess of an equivalent normal daily tour or workweek for a comparable full-time employee shall be at the applicable overtime rate for a comparable full-time employee based on such part-time employee's basic hourly rate.
- 35.02** The classification of a part-time employee is based on the employee's "part-time equivalent workweek" which shall be determined prospectively by dividing the employee's total normally scheduled hours per month by 4.35 and rounding the result to the next higher whole number. (Illustration: 68 hours per month divided by 4.35 equals 15.6, rounded to a "part-time equivalent workweek" classification of 16.)
- 35.03** 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.
- 35.04** Payments to a regular part-time employee for sickness disability, accident disability, or death benefits under the NYNEX Pension Plan and Sickness and Accident Disability Benefit Plan, vacations, anticipated disability leave, sickness absence (not under the NYNEX Pension Plan and Sickness and Accident Disability Benefit Plan) or termination allowance (or its equivalent) shall be prorated based on the relationship of the individual part-time employee's "part-time equivalent workweek" to the normal workweek of a comparable full-time employee in the same job title, classification and work group. A part-time employee shall not be paid for absence due to sickness (not

under the NYNEX Pension Plan and Sickness and Accident Disability Benefit Plan) unless such absence due to sickness occurs on a day of the week on which the employee is normally scheduled to work.

35.05 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.

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

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 pro rata basis based upon the ratio of any such part-time employee's equivalent workweek to the normal workweek of a comparable full-time employee.

35.07 A part-time employee who is not required to work on a holiday shall receive payment for the holiday which shall be pro rated based on the relationship of the individual part-time employee's "part-time equivalent workweek" to the normal workweek of a comparable full-time employee in the same job title, classification and work group.

35.08 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.

35.09 A letter entitled "Part-time Classifications" can be found on page 98.

ARTICLE 36

MOTOR VEHICLE USAGE PROGRAM

- 36.01** 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.
- 36.02** 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.
- 36.03** 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.
- 36.04** 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.
- 36.05** 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.
- 36.06** 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.

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

ARTICLE 37

JOB BANK

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.

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 38

TRAINING AND RETRAINING PROGRAMS

GENERAL

38.01 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.

38.02 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.

A Training Advisory Board comprised as set forth below will be established to assist and advise in the training efforts encompassed by these programs.

PERSONAL OR CAREER DEVELOPMENT TRAINING

38.03 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.

38.04 Training under such program will be generic in nature as opposed to 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.)

38.05 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.

38.06 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.

38.07 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.

38.08 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

38.09 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.

38.10 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 employee's 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

38.11 The Training Advisory Board will be statewide and will consist of even union representatives (one of whom will be a representative of the bargaining unit herein and one of whom will be a representative designated by the CWA International) and up to seven management representatives (one of whom will be the person in the Company responsible for training) who will meet periodically and have responsibility for:

- (a) Furnishing advice to the Company on personal or career development and job displacement training courses and curricula;
- (b) Reviewing and making recommendations regarding training delivery systems (e.g., technical schools, community colleges, home study and developmental study programs, etc.) available to be used by the Company;
- (c) Evaluating the effectiveness of such training programs and courses and the delivery systems utilized;
- (d) Encouraging employees to participate in and successfully complete the available training courses.

38.12 The Union and the Company will share equally in the joint costs and expenses incurred by the Board. The Company shall pay, at their basic weekly wage rates, the three Union representatives, who are not on leave of absence, for time within their scheduled tours which is not worked but which is spent in attendance at meetings of the Training Advisory Board. No payments shall be made for travel time or expense.

CONCLUSION

- 38.13** 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
- 38.14** Nothing in these programs will supersede the applicable promotion or transfer provisions of this Agreement.

ARTICLE 39

INSPECTION OF EMPLOYEE RECORDS

- 39.01** Once each year an employee may inspect the appraisals of his performance as an employee, or entries in his personnel record with respect to absence or tardiness.

ARTICLE 40

NEW BUSINESSES

- 40.01** “New Businesses” are defined as companies or new operations hereinafter started up or acquired by VZ 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 VZ has a majority stock or equity interest and management control, and which do business in the former 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. VZ shall mean the Verizon Communications Inc. and the “Company” parties to the Memorandum of Agreement to which this Article is attached. The former BA North Footprint shall mean the former operating area of BA within Maine, New Hampshire, Vermont, Rhode Island, Massachusetts, New York and the areas of Connecticut covered by the Byram and Greenwich exchanges.

- 40.02** “New Businesses Employees” (NBEs) are employees of New Businesses who perform telecommunications work in the former 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.
- 40.03** For New Businesses that are acquired by VZ 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 VZ former 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.
- 40.04** For New Business that are start-up companies or operations (i.e., those without an existing complement of employees), VZ shall offer to hire the initial complement of NBE positions from qualified former 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.

- 40.05** For New Businesses that are acquired by VZ with an existing complement of non-union employees in the NBE positions, and where VZ increases the size of the NBE work force, VZ 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.
- 40.06** For a New Business where VZ does not have a majority stock or equity interest and management control, VZ 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.
- 40.07** VZ shall first offer NBE positions to qualified volunteers from existing bargaining unit(s) of the appropriate union. For New Businesses that are acquired by VZ 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 VZ may hire off the street. For New Business that are start-up companies or operations, VZ 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. Former 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.
- 40.08** 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, VZ 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.

40.09 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

VZ shall offer NBE positions described in paragraph 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
Maine, Massachusetts, Vermont	Residence Commission Advertising Directory Sales	CWA
Rhode Island	Residence	IBEW
Maine, Massachusetts, New Hampshire, Rhode Island, Vermont	Commission Advertising, Directory Sales	CWA
Maine, Massachusetts, New Hampshire, Rhode Island, Vermont	Plant, Traffic and Accounting	Not Applicable

* As defined in paragraph 1 of this Article.

** If a dispute arises between CWA and IBEW over which unions 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 VZ 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, VZ shall review with the union its staffing needs in that business. VZ and the union shall also engage an independent consultant to provide a study of wages, benefits, time off, hours of work, differentials, allowances, work rules, scheduling, staffing, productivity levels and other relevant information regarding VZ competitors in the specific line of business and area where VZ 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 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 noneconomic 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 such issue.
3. The arbitration shall be governed by Article 12.02 of the VZ-NY/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) 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 VZ, 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 the 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 41

EMPLOYEE DEVELOPMENT PROGRAMS

- 41.01** 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.
- 41.02** 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.

41.03 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.

41.04 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.

- 41.05** 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.
- 41.06** Employees will be allowed to take educational leaves in accordance with the provisions of Article 43.
- 41.07** A letter entitled "Employee Development Programs" can be found on page 102.

ARTICLE 42

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.

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 full time 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 subcommittee on contracting, which shall continue to address and implement the provisions of the September 14, 1991 letter of agreement concerning contracting. 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.

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 43

ENHANCED EDUCATIONAL LEAVE

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

- 43.01** 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.
- 43.02** 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.
- 43.03** 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.
- 43.04** 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.
- 43.05** Service credit will be granted for the period of the Enhanced Leave.
- 43.06** 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.
- 43.07** 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.

43.08 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.

43.09 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	Company provides coverage for the period of the Enhanced Leave
Dental	
Vision	
Basic Group Life Insurance	
Death Benefits	
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	Available at employee's Insurance expense
Dependent Group Life Insurance	
Long Term Care Insurance	Available at employee's expense, plus an administrative
(IBEW only)	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 \$8,000

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

ARTICLE 44

FORCE ADJUSTMENT PLAN

A surplus condition may be declared by the Company in a job title and Force Adjustment Area. The Company shall notify the Union in writing of any declared surplus condition and shall provide the Union with the job title and Force Adjustment Area affected, together with the names, titles, net credited service dates, and work locations of all employees in the affected job title. 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.

- (1) The Company shall offer to regular employees in the surplus job title 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.
- (2) (Deleted)
- (3) (a) If the implementation of the above steps does not relieve the surplus, the Company shall offer to regular employees in the surplus job title 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.
- (4) (Deleted)
- (5) (a) If the implementation of the above steps does not eliminate the surplus condition, the Company shall offer to regular employees in non-surplus job titles the opportunity to leave the service of the Company and receive Income Protection payments in amounts set forth in the collective bargaining agreement. The job titles, 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 job title 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 job title, 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 job title and Force Adjustment Area to the extent necessary to eliminate the surplus condition.
- (6) 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 job title and Force Adjustment Area in accordance with the following:
 - (a) The Company will seek volunteers among the regular full-time employees in the surplus occupational classification (job title) and Force Adjustment Area to engage in job sharing. Volunteers will be selected in order of net credited service and to the extent necessary eliminate 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 (job title) and Force Adjustment Area in which (i) employees are job sharing and (ii) there is no declared surplus pursuant to this Article, the Employee Placement Team will determine the number of employees that will cease job sharing and return to full-time status.

- (7) (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 that the Company is not required to terminate temporary employees who in the Company's judgment have less than 2 months remaining in their term of employment, provided that these employees shall be terminated within two months unless the parties agree otherwise); and
 - (2) eliminated the contracting out of all traditional telephone work within the job title 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 job title 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).
- (8) (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 job title 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 job title 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.
 - (2) (Deleted)
- (9) 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.
- (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 job titles, layoff areas, and order provided for in the layoff provisions of this Agreement.

(11) For purposes of this Article, the following Force Adjustment

- (a) Western Area
- (b) Central Area
- (c) Northern Area
- (d) Eastern Area
- (e) Mid-State Area

(12) For purposes of this Article, the following Involuntary Transfer Areas are established:

- (a) Mid-State Area (excluding the counties of Westchester, Rockland and Putnam, and parts of Dutchess County (including Patterson, N.Y.) and parts of Orange County (including Greenwood Lake, Tuxedo and West Point) and Greenwich, Connecticut)
- (b) Capital Area (the boundaries of Locals 1116 and 1118 and the portion of Local 1127 north to, and including, Warrensburg)
- (c) 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)
- (d) North Central Area (the boundaries of Local 1124 and the portion of Local 1128 in the Central Area)
- (e) Mid-Central Area (the boundaries of Locals 1114, 1123, and 1126).
- (f) South Central Area (the boundaries of Local 1111).
- (g) Western Area

(13) If the Company notifies the Union, pursuant to this Article, 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 this fail to eliminate the

surplus. Such discussions must be completed within 30 days of the date of their initiation.

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

ARTICLE 45

MEDIATION

- 45.01** For grievances involving disciplinary action which are subject to arbitration under Article 13 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.
- 45.02** 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 be mediator who can conference the case on the earliest date.
- 45.03** 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:
 - 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 advisory 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 46

WORK AND FAMILY

46.01 The Work and Family Committee (“WFC”) will continue with the following modifications set forth herein. Funding will be provided annually on or about August 2 of each year in the amount of one million four hundred thousand dollars (\$1,400,000) during the term of this 2016 MOU (which will include funding for the period from August 2015 to August 2016). This funding will be allocated between CWA NY/NE and IBEW NY 2213. There will be no WFC funding contribution in the year that this MOU expires. Any funds contributed by the Companies for this committee that has not been expended by the original scheduled expiration date of the 2016 MOU, will be returned to the Companies, except as required to satisfy bills and charges incurred prior to that date. 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.

- 46.02** NYNEX shall continue full-time Company and Union advisers paid by the Company and charged against monies allocated for Work and Family projects.
- 46.03** Neither the Dependent Care Reimbursement Fund nor its administration shall be subject to grievance and arbitration, but nothing herein shall preclude the Union from grieving and arbitrating an employee's suspension or dismissal for cause.

ARTICLE 47
GRADUAL RETURN TO WORK FROM
CARE OF NEWBORN CHILD LEAVE

- 47.01** 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.

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 employee.

ARTICLE 48
DURATION OF AGREEMENT

48.01 This Agreement shall continue in force and effect until terminated as provided in Section 48.02.

48.02 By notifying the other party in writing at least 60 days prior to August 3, 2019, either party may terminate this Agreement at 11:59 p.m. on August 4, 2019.

If no such notice of termination is given, this Agreement shall automatically continue in full force and effect after August 4, 2019, 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.

**VERIZON NEW YORK INC.
VERIZON SERVICES CORP.
VERIZON CORPORATE
SERVICES CORP.**

**By:
Patrick J. Prindeville
Executive Director, Labor Relations**

**UPSTATE TELEPHONE EMPLOYEES'
ASSOCIATION/COMMUNICATIONS
WORKERS OF AMERICA
LOCAL 1113**

**By:
Michael S. Garry
CWA Bargaining Chair**

**Francis Fields
President**

**Delma Phillips
Secretary/Treasurer**

(See modifications on page 153)

TUITION REIMBURSEMENT PLAN

Management will provide a Tuition Reimbursement Plan, herein called the Plan, in accordance with the terms and conditions as set forth herein.

- (a) The purpose of the Plan is to encourage self-development among our employees by providing financial assistance for the furtherance of their education voluntarily by study during off-duty hours. Nothing in this Plan obligates the Company to adjust working schedules, assignments or grant leaves of absence to permit an employee to participate.
- (b) To qualify for tuition reimbursement under the Plan the courses taken are limited to those given by the following types of educational institutions:
 - (1) Two-and four-year and graduate colleges properly accredited by the Middle States Association or regional association having jurisdiction.
 - (2) Two- and four-year and graduate colleges and technical institutes accredited by the Board of Regents of the State of New York.
 - (3) Other institutions of learning which are approved by the Tuition Reimbursement Committee.
 - (4) Courses that are given by extension divisions of accredited colleges and universities under sub paragraphs (1) and (2) above.
 - (5) Institutions or organizations with which the Company has contractual agreements.
- (c) Excluded from the coverage of the Plan are courses given at the following institutions: high schools, trade schools, business schools, and specialty schools such as, but not limited to, computer operation, data-processing and air-conditioning.
- (d) To qualify for tuition reimbursement under the Plan the courses which are taken for c credit, although not necessarily leading to a degree, must be in the following general fields:
 - (1) Liberal arts including education, fine arts, music, languages and other similar areas of concentration.

- (2) Business including accounting and other similar areas of concentration.
 - (3) Mathematics, physical sciences, engineering, journalism or law.
 - (4) Social sciences, including psychology, philosophy and other similar areas of concentration.
 - (5) Medicine or dentistry for those employees of the Company who specialize in their employment with the Company in these fields.
- (e) Excluded from the coverage of the Plan are courses given in the following general fields: physical education, recreational activities, hobbies, handcrafts, home economics, and, other similar areas of concentration.
 - (f) Courses taken on a non-credit basis in any of the institutions mentioned in paragraph B., in order to qualify for reimbursement under the Plan, must relate directly to the employee's work.
 - (g) Correspondence courses taken at the institutions mentioned in paragraph B., shall qualify for reimbursement only when taken on a credit basis.
 - (h) Developmental Studies courses designed specifically to aid educationally disadvantaged employees and taught only by institutions or organizations with which the Company has contractual agreements to prepay 75% of tuition are included in this Plan.
 - (i) License refresher course tuition and initial license fees will be reimbursed at 100% for those professionals who are required or encouraged to hold a professional license as part of their job duties.
 - (j) Employees who are eligible for tuition reimbursement are all regular full-time and part-time employees whose workweek averages at least one-half the normal workweek throughout the semester and who have been on the payroll from the start of the course to its completion. Those who are employed on a part-time basis at any time during a school semester will be reimbursed for tuition in accordance with the part-time

schedule. Employees who are on leaves of absence or who are absent from work due to sickness or accident for an extended period of time during the semester shall not be eligible for coverage under this Plan.

(k) Reimbursement:

The Company will consider tuition to include general enrollment, laboratory and registration fees.

(I) Effective September 1, 1991, tuition reimbursement will be made in accordance with the following schedule:

- | | | |
|-----|---|--------|
| (1) | tuition expense in a school year | 100% |
| | maximum payment | \$NONE |
| (2) | Regular PART-TIME employee | |
| | first \$600 of tuition expense in a school year | 35% |
| | tuition expense above \$600 maximum payment | 50% |
| | maximum payment | \$1000 |

(II) Employees taking Developmental Studies receive financial assistance as follows:

- 75% of tuition costs, paid directly to the schools with which the Company has contractual agreement, for studies which have been approved prior to registration. (The employee must pay the remaining 25% of tuition at registration.)
- 25% of tuition costs (the amount paid at registration) will be reimbursed upon successful completion of the course.

(III) Employees who are required or encouraged to hold a professional license as part of their job duties will be reimbursed as follows:

- | | | |
|---|----------------------------------|------|
| - | License refresher course tuition | 100% |
| - | Initial license fee | 100% |

(l) As conditions precedent to obtaining reimbursement under this Plan the following steps must be taken by the employee:

- (1) Application must be made through the employee's usual channel of supervision no later than thirty days after commencement of the course. In order to obtain a prior

determination, the application must be filed at least four weeks prior to the commencement of the course.

- (2) Within sixty days after completion of the course the employee must file a certificate indicating satisfactory completion and the amount of tuition paid for the courses attested to by a responsible official of the school.
 - (3) All applications require the approval of the Tuition Reimbursement Committee.
 - (4) For courses taken under paragraphs F. and I. above, the employee's supervisor must submit a Job Relevancy Certificate verifying that the course relates to the job.
- (m) The administration of the Plan will remain with Management.

The Plan shall be administered under the direction of a Tuition Reimbursement Committee made up of representatives of the Vice President Human Resources. The Committee is responsible for approving courses and schools, and will be concerned with such other matters as may be involved in the operation and application of the Plan.

- (n) There shall be no reimbursement nor payment made to or for any employee who has received reimbursement for tuition under any other plan or program of educational assistance. Amounts received by the employee for tuition from such other plans or programs shall be deducted before computing tuition obligations under the Company's Plan. Payments received by an employee under the Veteran's Educational Assistance Program shall not be regarded as payment for tuition from any other plan or program within the meaning of this paragraph.
- (o) (I) Effective August 1, 1993, the Company will prepay the employee's tuition expense as defined in the Reimbursement Section of this Plan.
- (II) Regular Part Time Employees working a minimum of 17 hours per week will be covered for 50 percent of tuition expense with no maximum payment.

Saturday as Part of Basic Workweek

John W. Stone, Jr.
Director of Industrial Relations

January 27, 1967

Mrs. Joan H. Noonan,
President Upstate Telephone Employees' Association
211 Suiter Street
Herkimer, New York 13350

Dear Mrs. Noonan:

This will confirm our understanding regarding the procedure of assigning employees to Saturday work as part of the basic workweek.

1. All future employees shall be notified at the Employment Office at the time they complete their employment application that they may be required to work on Saturday as part of their basic workweek.
2. When there are vacancies in units where there is not a Monday through Saturday work schedule, the Company will consider, on a net credited service basis, individual requests of qualified employees who were engaged prior to January 27, 1967 and who are in units on a Monday through Saturday work schedule to fill such vacancies. Management will also consider individual requests of qualified employees for transfer to work units in which Saturday work assignments are being made.
3. In units where there is a Monday through Friday work schedule and where in the opinion of management, the needs of the business make it advisable, the Company may establish a Monday through Saturday work schedule. However, before doing so the Company will consider the use of second and third shifts rather than a Monday through Saturday work schedule. When a Monday through Saturday work schedule is to be established in a work unit, the Company will so advise the Association.

Very truly yours,

John W. Stone, Jr.
Director of Industrial Relations

Part-Time Considered Before Hiring

Joseph A. Walsh
Assistant Vice President

August 7, 1977

Mrs. Joan H. Noonan, President
Upstate Telephone Employees' Association
211 Suiter Street
Herkimer, New York 13350

Dear Mrs. Noonan:

This will confirm the Company's intent that before a full-time position in an office is filled with a new hire, the Company will consider the requests of qualified regular part-time employees in the same office who desire full-time employment.

Very truly yours,
J. A. Walsh

Contracting

AMERICAN TELEPHONE AND TELEGRAPH COMPANY

August 9, 1980

Dear Mr. Shaughnessy:

During and before recent negotiations, we had talked about contracting out work and the increasing concern of employees as to its effect on them.

In making decisions regarding contracting of work, it is management's objective to consider carefully the interest of both customer and employee along with all other considerations essential to the management of the business. For various reasons including but not limited to law, regulations, changing industry structure, economic conditions, and business considerations, it is not possible to make specific commitments on contracting out work elements of the business.

As I advised you, it continues to be the general policy of the telephone operating companies in the Bell System that traditional telephone work will not be contracted out if it will currently and directly cause layoffs or part-timing of employees.

Rex R. Reed
Vice President

Promotions, Acting

Joseph N. Walsh, Jr.
General Manager

August 10, 1980

Mrs. Joan H. Noonan, President
Upstate Telephone Employees' Association
211 Suiter Street
Herkimer, New York 13350

Dear Mrs. Noonan:

This is to advise you that when employees are promoted from one class to another, the Company will give pay treatment to the promoted employee in accordance with the provisions of Article 29 of the Collective Bargaining Agreement, or in accordance with the Promotion Pay Plan in existence at the time of the promotion, whichever is more favorable to the employee.

The Promotion Pay Plan generally provides the following: Employees promoted to a class with a higher maximum rate have their new rate of pay determined mainly by length of service, subject to certain limitations due to lack of experience on the new job. Employees promoted are placed on the new wage schedule at the step equal to the employee's full wage experience credit; that is, the number of months on the wage schedule at which an employee is paid, plus the number of months and days the employee has been at that step for each title occupied by the employee since hired. Employees promoted into jobs classified as Telephone Craft-Inside-B or Office-Clerical-A could be placed as high as six months from the maximum rate at the time of their promotion.

Very truly yours,
J. N. Walsh

Absence For Union Business

E. W. Dimon
Division Manager-Accounting, Upstate

August 23, 1983

Mrs. Joan H. Noonan, President
Upstate Telephone Employees' Association
90 South Swan Street
Albany, New York 12210

Dear Mrs. Noonan:

This will confirm our understanding that the following shall apply to each employee who is on leave of absence for Union business in accordance with the provisions of Article VI of the Collective Bargaining Agreement:

1. Premiums for the Medical Expense Plan, the Dental Expense Plan and the Vision Care Plan will be paid by the employee.
2. Premiums for Basic Group Life Insurance will be paid by the Company.
3. For the purpose of pension computation, a leave of absence for Union business for which service credit is allowed will be counted as time worked in the occupation to which the union representative had been assigned at the time such leave of absence began.

Very truly yours,
E.W. Dimon

AGREED:
UPSTATE TELEPHONE EMPLOYEES' ASSOCIATION
By Joan H. Noonan
President
Dated August 23, 1983

Common Interest Forum

E. W. Dimon
Division Manager-Accounting, Upstate

August 23, 1983

Mrs. Joan H. Noonan, President
Upstate Telephone Employees' Association
90 South Swan Street
Albany, New York 12210

Dear Mrs. Noonan:

Recognizing that rapid changes are occurring and will continue to occur in the information and telecommunications businesses, the parties express their intent that a forum of common interest will be established in the Company 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.

Equal numbers of key union and management persons shall constitute the forum in the Company. Meetings will be convened by the parties at mutually agreeable places and times but no less often than quarterly. Otherwise, the members of the forum shall determine its composition, structure, agendas, and operation.

It is the intent that such forum support the collective bargaining process, the established contractual dispute resolution procedures, and the existing joint union-management committees.

Very truly yours,
Erwin W. Dimon

AGREED:
UPSTATE TELEPHONE
EMPLOYEES' ASSOCIATION
By Joan H. Noonan
President
Dated 10/31/83

Post Divestiture Hiring

E. W. Dimon

Division Manager-Accounting, Upstate

August 23, 1983

Mrs. Joan H. Noonan, President

Upstate Telephone Employees' Association

90 South Swan Street

Albany, New York 12210

Dear Mrs. Noonan:

Pursuant to Mr. Reed's letter, dated August 21, 1983 to Mr. Shaughnessey, New York Telephone 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,
Erwin W. Dimon

Part-Time Classifications

E. J. Ward
Division Manager-Accounting

August 10, 1986

Mrs. Joan H. Noonan, President
UTEA/CWA Local 1113
90 South Swan Street
Albany, New York 12210

Dear Mrs. Noonan:

This is to confirm our understanding that notwithstanding the provisions of Article 35 (Classification and Treatment of Part-Time Employees) of the Collective Bargaining Agreement between the New York Telephone Company and the NYNEX Service Company, 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 35 (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,
E. J. Ward

AGREED:
UTEA/CWA Local 1113
By Joan H. Noonan
President
Dated: August 18, 1986

Benefit Plan

E. J. Ward
Division Manager-Accounting

August 10, 1986

Mrs. Joan H. Noonan, President
UTEA/CWA Local 1113
90 South Swan Street
Albany, New York 12210

Dear Mrs. Noonan:

This is to confirm our agreement that the UTEA/CWA Local 1113 shall be notified in writing at least thirty (30) days prior to the expiration of an employee's maximum period of sickness disability benefits under the "Sickness and Accident Disability Benefit Plan" Failure to give such notice shall not, however, affect the expiration of such benefits.

Very truly yours,
E. J. Ward

Temporary Employees Considered Before Hiring

E. J. Ward

Division Manager-Accounting

August 9, 1986

Mrs. Joan H. Noonan, President

UTEA/CWA Local 1113

90 South Swan Street

Albany, New York 12210

Dear Mrs. Noonan:

This will confirm the Company's intent that before a full-time position in an office is filled with a new hire, the Company will consider the requests of qualified temporary employees in the same office who desire full-time employment. The Company's determinations under this letter shall be conclusive.

Very truly yours,

E. J. Ward

Moving Expenses

D. I. Ayres
Staff Director

September 14, 1991

Mrs. Joan H. Noonan, President
UTEA/CWA Local 1113
90 South Swan Street
Albany, New York 12210

Dear Mrs. Noonan:

This will advise you that the following items shall be considered the moving expenses of the collective bargaining agreement and the Company will reimburse employees for reasonable expense as follows:

1. Costs incidental to the purchase of a residence, up to a maximum of \$3,000.00, 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. Effective October 1, 1991 the maximum reimbursement for these expenses will be \$4,000.00.
2. One round trip of employee and spouse to assist in the final selection of the residence into which the employee intends to move, including meals and lodging, for a period not to exceed seven (7) days.
3. Transportation and meal expense for employee, employee's spouse and children on the day of the move en route from the former residence to the new location 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, unpacking, and up to 60 days' storage of household goods.
5. A \$700.00 allowance for such pre-move and post-move expenses as appliance services, cleaning services, piano tuning, drapery hanging, carpet laying, babysitter, etc.

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

The employee's claim for reimbursement must be made within 12 months of the effective date of the transfer.

Very truly yours,
D. L. AYERS

Employee Development Programs

James J. Dowdall
Vice President
Labor Relations

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

April 3, 1994

Dear Ms. Riordan:

This will confirm our agreement regarding the issues that can be arbitrated in connection with the Employee Development Program 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
James J. Dowdall
Vice President
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA
Elisa Riordan
Assistant to the Vice President
District One

Non-Surplus Transfer

James J. Dowdall
Vice President
Labor Relations

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

April 3, 1994

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
James J. Dowdall
Vice President
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA
Elisa Riordan
Assistant to the Vice President
District One

Contracting

James J. Dowdall
Vice President
Labor Relations

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

April 3, 1994

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.

NYNEX CORPORATION
James J. Dowdall
Vice President
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA
Elisa Riordan
Assistant to the Vice President
District One

Job Security

James J. Dowdall
Vice President
Labor Relations

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

April 3, 1994

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, workplace 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 takeback 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
James J. Dowdall
Vice President
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA
Elisa Riordan
Assistant to the Vice President
District One

Home Relocation Allowance

James J. Dowdall
Vice President
Labor Relations

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

April 3, 1994

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 transfer. Such allowance shall be the sole payment to such employees in connection with the relocation of their residence.

NYNEX CORPORATION
James J. Dowdall
Vice President
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA
Elisa Riordan
Assistant to the Vice President
District One

New Career Reimbursement

James J. Dowdall
Vice President
Labor Relations

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

April 3, 1994

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 \$3,000, 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, resume 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
James J. Dowdall
Vice President
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA
Elisa Riordan
Assistant to the Vice President
District One

Saturday Holiday

Mrs. Joan H. Noonan, President
UTEA/CWA Local 1113
90 South Swan Street
Albany, New York 12210

April 3, 1994

Re: Holiday on Saturday

Dear Mrs. Noonan:

This will confirm our recent understanding that when a holiday falls on a Saturday, the Company will endeavor to designate the preceding Friday as the holiday for as many employees as the Company determines to be practicable in accordance with the needs of the business.

Very truly yours
John Ritch
Director -Labor Relations

cc: Donald C. Hoak
CWA Representative

Loaned Employees

Mrs. Joan H. Noonan
President
UTEA/CWA Local 1113
90 South Swan Street
Albany, New York 12210

April 3, 1994

Dear Mrs. Noonan:

As we discussed during our recent collective bargaining negotiations, the Company fully understands that you would like it to consider certain factors as a guide when it loans employees to other departments outside of the bargaining unit. Given the cooperative nature of our relationship, the Company will give the Union an opportunity to provide input in a timely fashion for the Company's consideration when it is faced with such situations.

Very truly yours,
John Ritch
Director- Labor Relations

cc: Donald C. Hoak
CWA Staff Representative

Codes We Work By

Mrs. Joan H. Noonan
President
UTEA/CWA Local 1113
90 South Swan Street
Albany, New York 12210

April 3, 1994

Dear Mrs. Noonan:

As we discussed at the recently concluded negotiations, this will confirm our mutual understanding that the agreement concerning "work time violations" of the Codes We Work By ("Codes"), as set forth in the June 9, 1986 letter between Lawrence Mancino and Thomas Edwards, applies to employees in the Upstate Accounting bargaining unit.

It is also understood that in administering discipline for violations of other provisions of the Codes, Accounting Supervisors will apply the Codes in a manner that that will satisfy the standards of just cause.

Very truly yours,
John Ritch
Director- Labor Relations

AGREED:

UTEA/CWA Local 1113

By Joan H. Noonan

President

cc: Donald C. Hoak

CWA Staff Representative

Consolidation of Job Titles

Richard Moskala
Director
Labor Relations
Mrs. Joan H. Noonan, President
UTEA/CWA Local 1113
211 Suiter Street
Herkimer, New York 13350

August 11, 1998

Dear Mrs. Noonan:

This letter will confirm our agreement regarding the new Accounting Operations Clerk and Accounting Financial Clerk titles.

Current Employees:

All current bargaining unit employees will be placed in the titles as specified in Article 28 of the collective bargaining agreement. All special assistants will be placed in the accounting financial clerk wage table with the applicable pension band but may be assigned both operational and financial duties.

Job Duties:

The Accounting Operations Clerk job duties will consist of the training duties and any duties or functions previously performed by the following titles:

- Office Assistant
- Administrative Assistant
- Senior Administrative Assistant
- Special Assistant (Operational function only)

The Accounting Financial Clerk job duties will consist of the training duties and any duties or functions previously performed by the following titles or functions previously performed by the following title(s):

- Senior Special Assistant
- Special Assistant (Financial Functions Only)

Qualifications:

The parties agree that the Company will develop a test for the placement of new employees into the Accounting Financial Clerk position. In cooperation with the union, the Company will develop a tutoring package to assist employees to pass the test for this position.

Training:

The Company shall select the senior qualified employee to train employees who are in the titles outlined in Article 28 of the collective bargaining agreement. Employees assigned by management to perform such training shall receive a payment of fifteen dollars (\$15) for every day or portion thereof. However, the Company reserves the right to have managers conduct training when the needs of the business necessitate.

Very truly yours,
Richard Moskala
Director - Labor Relations

AGREED AND ACCEPTED:

UTEA/CWA Local 1113

By Joan H. Noonan

President

Communications Works of America

Donna J. Dolan

Dated: August 11, 1998

Trial of 1 Vacation Week To Be Taken In Half Day Increments

Thomas P. Daley
Company Bargaining Chair

Mrs. Joan H. Noonan
President
UTEA/CWA Local 1113
211 Suiter Street
Herkimer, New York 13356

September 4, 2003

Dear Mrs. Noonan:

This will confirm our agreement to conduct a trial during calendar year 2004, where employees may elect to take during calendar year 2004 one (1) of the vacation weeks they are entitled to take in 2004 in half day increments.

The specific details regarding the administration of the trial (e.g., eligible employees, etc.) will be established by a joint union-management committee prior to the posting of the 2004 vacation schedule in November 2003. This trial will be automatically renewed for each succeeding calendar year unless cancelled by written notice.

Very truly yours,
Thomas P. Daley

AGREED:

UTEA/CWA Local 1113

By: Joan H. Noonan
President
Communications Workers of America

By: John Feaster
International Representative

Trial of 2 EWD Days To Be Taken In Half Hourly Increments

Thomas P. Daley
Company Bargaining Chair

Mrs. Joan H. Noonan
President
UTEA/CWA Local 1113
211 Suiter Street
Herkimer, New York 13356

September 4, 2003

Dear Mrs. Noonan:

This will confirm our agreement to conduct a trial during calendar year 2004, where employees may elect to take during calendar year 2004 up to two of the Excused Work Days they are entitled to take in 2004 in half-hourly increments.

The specific details regarding the administration of the trial (e.g., eligible employees, etc.) will be established by a joint union-management committee prior to the posting of the 2004 vacation schedule in November 2003. This trial will be automatically renewed for each succeeding calendar year unless cancelled by written notice.

Very truly yours,
Thomas P. Daley

AGREED:

UTEA/CWA Local 1113

By: Joan H. Noonan
President
Communications Workers of America
By: John Feaster
International Representative

Determination of Effective Date of Increase

John Hann
Director
Labor Relations

Mrs. Joan H. Noonan, President
UTEA/CWA Local 1113
90 South Swan Street
Albany, New York 12210

August 11, 1998

Dear Mrs. Noonan:

This will confirm our agreement that when the due date of an increase is determined involving the progression tables or the transfer of an employee to a different wage classification, the increase shall be made effective on the Sunday of the calendar week in which the due date falls.

Please signify your agreement by signing in the place indicated and returning a signed copy of this letter to me.

Very truly yours,
John Hann
Director - Labor Relations

AGREED AND ACCEPTED:
UTEA/CWA Local 1113
By Joan H. Noonan
President
Communications Works of America
Donna J. Dolan
Dated: August 11, 1998

Contracting

John P. Navarro
Executive Director
Labor Relations

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

August 11, 1998

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.

John P. Navarro
Executive Director- Labor
Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA
Peter Maher
Area Director
District One

Dependent Care Reimbursement

John R Navarro
Executive Director
Labor Relations

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

August 11, 1998

Dear Mr. Maher:

This will confirm our agreement that NYNEX will provide an additional \$3 million to the Dependent Care Reimbursement Fund, with \$1.5 million budgeted for each of the years August 9, 1998 - August 8, 1999 and August 9, 1999 - August 5, 2000. In addition to providing subsidies for employees who incur costs for approved child and/or elder care, the Fund may also be used to pay for other Work and Family projects as may be authorized by the Work and Family Committee.

All other provisions of the existing Work and Family contract provisions shall remain applicable.

John P. Navarro
Executive Director Labor
Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA
Peter Maher
Area Director
District One

Mass Transit Spending Account

John R Navarro
Executive Director
Labor Relations

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

August 11, 1998

Dear Mr. Maher:

This will confirm our agreement to meet, commencing within 60 days after the ratification of this agreement, to consider the development and implementation of a payroll practice under which employees may elect to reduce their current compensation to pay for parking or mass transit costs on a tax-favored basis, as permitted by law. The Company shall have no financial obligation to fund such costs. Instead, the arrangement would be intended to operate on a basis comparable to the dependent care or health care spending accounts. Any such practice must be in full conformity with any requirements under the Internal Revenue Code or applicable Internal Revenue Service or Department of Labor regulations and any applicable state or local requirements relating to payroll practices.

If it is determined that this payroll practice is advantageous both to employees and the Company, the Company shall develop a proposal for approval by the Union setting forth the terms and conditions of the practice and its effective date (which shall allow sufficient time for payroll implementation by the Company).

John P. Navarro
Executive Director
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA
Peter Maher
Area Director
District One

Saturday Differential

August 5, 2000

Mrs. Joan H. Noonan
President
UTEA/CWA Local 1113
211 Suiter St.
Herkimer, New York 13356

Dear Mrs. Noonan:

This will confirm our agreement regarding Saturday differential.

As discussed, Accounting Department employees in the CRIPS unit located in Menands, N.Y. who are scheduled to work a full basic workweek, which includes Saturday as the fifth scheduled workday, shall if the employee works Saturday, be paid in addition to the basic weekly rate of pay, a differential payment of \$15.00 or 15% of the employee's basic daily rate, whichever is greater.

Please signify your agreement with the above by signing in the place indicated below and returning a signed copy of same to me.

Very truly yours,
Thomas P. Daley
Executive Director,
Billing Operations

AGREED AND ACCEPTED:
Communications Workers of America
Local 1113
BY: Joan H. Noonan, President

Health Care Coordinator

Jeffrey Weiner Executive Director Labor Relations
Mrs. Joan H. Noonan President
UTEA/CWA Local 1113
211 Suiter St.
Herkimer, New York 13356

August 05, 2000

Dear Mrs. Noonan:

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.

Jeffrey Weiner
Executive Director
Labor Relations

AGREED AND ACCEPTED:

Communications Workers of America - Local 1113

BY: Joan H. Noonan, President

Health Care Coordinator – Pension Band

August 3, 2008

Mr. Dennis G. Trainor
Assistant to the Vice President
Communications Workers of America
AFL-CIO, District One
80 Pine Street, 37th Floor
New York, N.Y. 10005

Mary Jo Arcuri
Business Manager
International Brotherhood of Electrical Workers
AFL-CIO, Local 2213
One Telergy Parkway
6333 Route 298 – Suite 1C
East Syracuse, NY 13057

Dear Mr. Trainor and Ms Arcuri:

This will confirm our agreement to change the wage rate and pension band of the Health Care Coordinators (“HCC’s”) that were established in the August 5, 2000 letter agreement. Specifically, the HCC wage table will increase from Wage Table I to Wage Table II and the pension band will increase from Pension Band 124 to Pension Band 126. This change will apply to the HCC’s in the following collective bargaining units:

New York Plant
VSC – New York
Downstate New York - Accounting (CWA Local 1104)
Downstate New York - Traffic (CWA Local 1108)
Downstate New York - Commercial (CWA Local 1105)
Upstate New York - Accounting (CWA Local 1113)
Upstate New York - Traffic (CWA Local 1104)
Upstate New York - Commercial (IBEW Local 2213)
VSC – New England - (CWA Local 1395)
New England Sales - (CWA Local 1400)
New England SOEC-SS - (CWA Local 1302)

If any of the HCCs are transferred, promoted or assigned to another occupational classification/job title that has a different Wage Table and/or Pension Band they will be covered by the Wage Table and/or Pension Band of that occupational classification/job title on the same basis that would apply to any other employee who is transferred, promoted or assigned to another occupational classification/job title that has a different Wage Table or Pension Band.

Patrick J. Prindeville
Executive Director Labor Relations

Dennis G. Trainor, Assistant to the Vice President Communications
Workers of America, AFL-CIO

Mary Jo Arcuri, Business Manager
International Brotherhood of Electrical Workers, Local 2213 AFL-CIO

Inter-Company Transfers

August 5, 2003

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

AGREED:
Communications Workers of America
AFL-CIO
/s/Christopher Shelton
Assistant to the Vice President

TTA Committee

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

August 3, 2003

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,

Jeffrey Weiner
Executive Director Labor
Relations

AGREED:

Communications Workers of America,
AFL-CIO

By:

Christopher Shelton
Assistant to the Vice President

Next Step Program

Mrs. Joan H. Noonan President
UTEA/CWA Local 1113
211 Suiter St.
Herkimer, New York 13356

August 05, 2000

Dear Mrs. Noonan:

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/CO

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

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.

Jeffrey Weiner
Executive Director
Labor Relations

AGREED AND ACCEPTED:

Communications Workers of America - Local 1113

BY: Joan H. Noonan, President

Limited Extension Agreement

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

August 3, 2003

Dear Mr. Shelton:

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

Third Medical Opinion

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

August 3, 2003

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

Ergonomics

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

August 3, 2003

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
Staff Consultant

AGREED:
Communications Workers of America,
AFL-CIO
/s/ Christopher Shelton
Assistant to the Vice President

Accounting/Collection Work Related to Direct Billing

August 3, 2008

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

Mary Jo Arcuri
Business Manager
International Brotherhood of Electrical Workers
AFL-CIO, Local 2213
One Telergy Parkway
6333 Route 298 – Suite 1C
East Syracuse, NY 13057

Dear Mr. Trainor and Ms Arcuri:

During our meetings we have discussed the bill printing and remittance processing work and the collection work that is performed for Verizon New York Inc. (“VNY” or “the Company”) and Verizon New England Inc. (“VNE”) in connection with Direct Billing for FiOS data and video services for customers who either have a landline but request direct billing or who do not have a landline (hereinafter referred to collectively as “the Accounting/Collection Work”). Although this work is currently performed by employees in other bargaining units or by other companies, in order to resolve any pending or potential grievances with respect to this work, the Company is willing to have certain Accounting/Collection Work moved to the appropriate VNY bargaining units on the terms we discussed.

Accordingly, this will confirm the agreement between the Company, on the one hand, and the Communications Workers of America, AFL-CIO (“the CWA”) and the International Brotherhood of Electrical Workers, AFL-CIO, Local 2213 (“the IBEW”) (collectively “the Unions”), on the other, with respect to this work. In particular, the Company and the Unions agree that:

1. Effective April 1, 2009, the Company will assign to the New York Upstate Accounting bargaining unit¹ the remittance processing

1 Employees covered by the Agreement between the Upstate Telephone Employees' Association/Communications Workers of America, Local 1113 and Verizon New York Inc., Verizon Corporate Services Corp. and Verizon Services Corp.

- work associated with the Accounting/Collection Work related to VNY's and VNE's customers. This work will be performed in that bargaining unit by employees in the AOC – Accounting Operations Clerk occupational classification.
2. Effective April 1, 2009, the Company will assign to the New York Downstate Accounting bargaining unit² the bill printing/mail work associated with the Accounting/ Collection Work related to VNY's and VNE's customers. This work will be performed in that bargaining unit by employees in the AOC – Accounting Operations Clerk occupational classification.
 3. Effective January 1, 2009, the Company will assign to the New York Downstate and Upstate Commercial bargaining units³ the collection work (i.e. payment arrangements, disconnects for non-payment, blocking of services and restorals) associated with the Accounting/ Collection Work related to VNY's and VNE's customers. Both bargaining units will share this work in the same manner that they presently share other collection work under the Automatic Call Distribution agreement dated August 20, 2000. This work will be performed in those bargaining units by employees in the Representative occupational classification.
 4. The Unions will withdraw with prejudice any grievances and arbitrations that either has filed against the Company that claim in any manner that VNY violated their respective collective bargaining agreements by not assigning the Accounting/Collection Work to bargaining unit employees. The CWA will also withdraw with prejudice CWA 1113 grievance # G07-01400.
 5. Nothing in this Agreement is intended to add to, diminish or affect any rights or obligations that any party has under any provisions of their collective bargaining agreements.
 6. The parties agree that this Agreement is without prejudice or precedent to any party's position in any other matter and that no party will attempt to cite or refer to this Agreement, its terms or any assignment of work made hereunder in any other grievance, arbitration, or other proceeding in any forum, except as necessary to enforce the terms of the Agreement itself.

2 Employees covered by the Agreement between Communications Workers of America, Local 1100 and Verizon New York Inc. and Verizon Services Corp.

3 Employees covered by the Agreement between Verizon New York Inc., Verizon Corporate Services Corp. and Verizon Services Corp and the CWA, Local 1105, and the Agreement Between Verizon New York Inc. and Verizon Services Corp. and the International Brotherhood of Electrical Workers, AFL-CIO, Local 2213, respectively.

Please indicate your agreement with the above by signing in the space provided below.

Sincerely,

Patrick J. Prindeville
Executive Director,
Labor Relations

AGREED: _____

Dennis G. Trainor

Communications Workers of America, AFL-CIO

AGREED: _____

Mary Jo Arcuri, Business Manager

International Brotherhood of Electrical Workers, Local 2213 AFL-CIO

2008 Letters of Agreement and Work & Family Agreement

August 3, 2008

Mr. Dennis Trainor
Assistant to the Vice President
Communications Workers of America, AFL-CIO
80 Pine Street, 37th Floor
New York, New York 10005

Dear Mr. Trainor:

This letter confirms the agreement between Verizon New York, Inc., Empire City Subway Company (Limited), Verizon Avenue, Inc., Verizon Advanced Data, Inc., Verizon Corporate Services Corp., Verizon New England Inc., and Verizon Services Corp. (the "Companies") and the Communications Workers of America, AFL-CIO (the "Union") that the following 2008 Letters of Agreement negotiated by the parties, which are attached herein, shall be incorporated into the appropriate collective bargaining agreements and shall become part of those agreements: Local Presence Centers Letter, MDU Trial Letter, Reclassification of Temporary Employees Letter, Accounting Clerks Letter, Facilities Assistant Function Letter, Job Share Letter, Marketing Campaign Calls Letter, HCC Pension Band Letter, Riser Duct Trial Letter, Watertown Field Technician Letter, Accounting Collection Work Letter, COEI Positions Letter, Kiosk Trial Letter, Inventory and Returns Functions Letter, Watch Engineers and Certain Mechanics Letter.

The parties also agree that the Companies will provide an additional \$4.95 million to the Dependent Care Reimbursement Fund during the term of the 2008 collective bargaining agreements and that the following contract articles will be modified to reflect this agreement: Plant (Article 57), Downstate Traffic (Article 43), Upstate Traffic (Article 48), Downstate Commercial (Article 41), Downstate Accounting (Article 39), Upstate Accounting (Article 46), VSC (NY) (Article 50) and VSC (NE) (Article 44).

Sincerely,

Patrick J. Prindeville
Executive Director,
Labor Relations

AGREED: _____

Dennis G. Trainor, Assistant to the Vice President
Communications Workers of America, AFL-CIO

September 19, 2012

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

Dear Mr. Trainor:

This letter confirms the understanding of the parties that should Verizon ("VZ") - New York, Inc., VZ-New England, Inc., Empire City Subway, Verizon Services Corp., 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, VT, 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.

Very truly yours,

Patrick Prindeville
Executive Director, Labor Relations

AGREED:

COMMUNICATIONS WORKERS OF AMERICA

By: Dennis Trainor
Assistant to the Vice President

New Contracting Initiatives

Patrick Prindeville
Executive Director
Labor Relations

Mr. Dennis Trainor
Assistant to the Vice President
80 Pine Street
New York, New York 10005

September 19, 2012

Dear Mr. Trainor:

This will confirm our agreement regarding the Company's commitment in connection with new contracting initiatives.

The Company agrees that through December 31, 2014 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, 2015 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,

Patrick Prindeville
Executive Director, Labor Relations

AGREED:

COMMUNICATIONS WORKERS OF AMERICA

By: Dennis Trainor

Assistant to the Vice President

New Contracting Initiatives Interpretation

Patrick Prindeville
Executive Director
Labor Relations

Mr. Dennis Trainor
Assistant to the Vice President
80 Pine Street
New York, New York 10005

September 19, 2012

Dear Mr. Trainor:

This will confirm our agreement regarding the proper interpretation of the New Contracting Initiatives letter of agreement dated September 19, 2012.

- 'New contract initiative' means contracting out work that is not being contracted out within the same area on the effective date of this agreement. For purposes of this commitment, area shall mean: In New York, Units listed in Section 8.02 of the Plant agreement; in New England, each State.
- "New Contract Initiative" does not include contracting of work if such work was contracted out on a short duration intermittent basis during the three years preceding the effective date of this agreement (except for Company Service work and Field Technician work similar to work performed by Butler Communications).
- Through December 31, 2014, the Company may not increase the level of contracting of traditional telephone work in an area within a title.
- The Company will not implement any new contract initiative between January 1, 2015 and July 1, 2015 if the initiative involves the equivalent of (a) the work of at least 25 full time employees, or (b) the work of 10% of the number of employees in the title and area, whichever is lower.
- The six months notice of new contracting initiatives that the Company is required to give the Union commencing January 1, 2015 shall apply only to new initiatives that involve the equivalent of the work of at least 25 full time employees.

- After the end of the six month notice period, the Company is free to implement planned new contracting initiatives that do not otherwise violate the collective bargaining agreement.

Very truly yours,

Patrick Prindeville Executive
Director,
Labor Relations

AGREED:

COMMUNICATIONS WORKERS OF AMERICA

By: Dennis Trainor

Assistant to the Vice President

Force Adjustment Plan

September 19, 2012

Mr. Dennis Trainor
Assistant to the Vice President
Communications Workers of America
80 Pine Street -37th Floor
New York, New York 10005

Dear Mr. Trainor

As we discussed, this will confirm the agreement between Verizon New York Inc., Empire City Subway Company (Limited), Verizon Avenue, Inc., Verizon Advanced Data, Inc., Verizon Corporate Services Corp., and Verizon Services Corp. (collectively “the Company”) and the Communications Workers Of America, AFL-CIO (“CWA”) and the International Brotherhood of Electrical Workers, Local 2213 (“IBEW”) (collectively “the Union”) to modify the application of the Force Adjustment Plan (“FAP”) under certain circumstances set forth below.

Specifically, the Company and the Union agree as follows:

1. This Agreement will apply to the following CWA-represented and IBEW-represented bargaining units and cover only those employees to whom the FAP applies:
 - CWA Plant (Verizon New York, VSC, ECS, VZA, VZAD, VCSC)
 - CWA District 1 (VSC) (formerly the TRG contract)
 - CWA Local 1104 (Downstate Accounting) (Verizon New York, VCSC)
 - CWA Local 1105 (Downstate Commercial) (Verizon New York, VCSC, VSC)
 - CWA Local 1108 (Downstate Traffic) (Verizon New York, VCSC, VSC)
 - CWA Local 1104 (Upstate Traffic) (formerly Local 1112) (Verizon New York)
 - CWA Local 1113 (Upstate Accounting) (Verizon New York, VCSC, VSC)
 - IBEW Local 2213 (Upstate Commercial) (Verizon New York, VSC)

2. Notwithstanding anything to the contrary in the parties' collective bargaining agreements, whenever the Company chooses to declare a surplus condition under the FAP in any of the bargaining units set forth in Paragraph 1 above, it may, in its discretion, declare a surplus condition within an ARTICLE 8 Unit ("Unit Area") as defined in the CWA Plant Agreement rather than within a Force Adjustment Area ("FAA") as defined in the FAP. Once each quarter, the Company may declare a surplus condition in one or more titles in any Unit Area; however, no title would be declared surplus in any Unit Area more than twice within a calendar year. Nothing herein shall limit the number of surplus conditions that the Company may declare by title and FAA, whether or not it has also previously declared a surplus condition or conditions in a Unit Area.

Specifically, the Article 8 Units are as follows:

UNITS

- (1) Rockland County—which for the purposes of this definition shall include Greenwood Lake and Tuxedo.
- (2) Westchester County—which for the purposes of this definition shall include Greenwich, Connecticut; and Putnam County.
- (3) Kings County
- (4) Queens County
- (5) Bronx County
- (6) New York County
- (7) Richmond County
- (8) Nassau County
- (9) Suffolk County
- (10) Empire City Subway Company (Limited)

The geographic boundaries of the Units listed below shall be the same as the geographic boundaries, as they exist as of August 3, 2008, of the Local Union or Local Unions appearing alongside the Unit name.

UNIT	LOCAL UNIONS
(11) Poughkeepsie	1120
(12) Albany	1116, 1118
(13) Syracuse-Utica-Oswego	1114, 1123, 1126
(14) Binghamton	1111
(15) Glens Falls-Plattsburgh	1127, 1129
(16) Watertown	1124, 1128
(17) Buffalo	1117, 1122
(18) Hamburg	1115
3. If the Company determines that it will declare a surplus condition in a title and Unit Area the Company shall notify the Union in writing of any declared surplus condition and shall provide the Union with the title and Unit Area affected, together with the names, titles, net credited service dates, and work locations of all employees in the affected title. 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 of the FAP shall not be implemented, except as provided by the Memorandum of Understanding dated September 4, 2003 relating to employees hired after August 3, 2003. If the surplus is caused by an External Event or if the surplus involves employees hired after August 3, 2003, the Company may implement paragraphs 8 (b) and 10.	
4. If the Company declares a surplus condition as provided for herein, the Company shall offer to regular employees in the surplus title and Unit Area 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.	
5. If the implementation of the above steps does not relieve the surplus, the Company shall offer to regular employees in the	

surplus title within the Unit 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. Volunteers will be accepted in order of their net credited service to the extent necessary to eliminate the surplus condition. 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. No further steps of the FAP shall be implemented for the Unit Area surplus condition except under Paragraph 6 below.

6. If at the conclusion of the process set forth in Paragraph 5 above, the Company, in its discretion, wishes to implement further steps of the FAP for the Unit Area surplus condition, it shall expand the declared surplus condition to employees in the same title in which it declared the surplus condition by Unit Area to employees in that title in the entire FAA which includes the Unit Area. If the Company decides to do so, it will provide the Union with the additional names, titles, net credited service dates and work locations of all employees in the affected title and follow the Steps of the FAP beginning with Step 1, except that employees who were previously offered the opportunity to fill vacancies or receive an Income Protection payment ("IPP") under Paragraphs 4 and 5 above, respectively, will not have the right to claim a vacancy under Step 1 of the FAP (unless there are new vacancies posted since the implementation of Paragraph 4 above) or receive an IPP under Step 3 of the FAP. If the Company expands the declared surplus condition under this paragraph and proceeds to any Step(s) of the FAP beyond Step 3, the employees in the Unit Area who were previously offered the opportunity to fill vacancies or receive an IPP under Paragraphs 4 and 5 above shall be combined with the expanded group of surplus employees in the FAA and the FAP will apply to the combined group of employees. If the Company decides not to expand the declared surplus condition to the entire FAA, it shall so advise the Union in writing.
7. Except as provided for herein, this Agreement does not intend to add to, diminish or affect any rights or obligations that any

of the parties have under the provisions of their collective bargaining agreements including, but not limited to, the FAP as interpreted by prior and pending arbitration awards.

8. This Agreement is without prejudice or precedent to any party's position in any other matter and no party will attempt to cite or refer to this Agreement in any grievance, arbitration, or other proceeding in any forum, except as necessary to enforce the terms of the Agreement itself.

Very truly yours,

Patrick Prindeville,
Executive Director, Labor Relations

AGREED: _____
COMMUNICATIONS WORKERS OF AMERICA
Dennis Trainor
Assistant to the Vice President

AGREED: _____
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 2213
Mary Jo Arcuri
President/Business Manager

July 31, 2015

**Mr. Michael S. Garry
Staff Representative
Communications Workers of America-District One
80 Pine Street, 37th Floor
New York, New York 10005**

Dear Mr. Garry:

This is to confirm our agreement that if the Company proposes to institute any long term change in hours of operation in Accounting the Company will so notify the Union President in writing not less than twenty-one (21) days prior to instituting the change. The Company agrees to discuss such proposed change upon the Union's request.

**Very truly yours,
Robyn Schirripa
Chairperson, Traffic
Bargaining Committee**

AGREED:

**Michael S. Garry, Staff Representative
Communications Workers of America**

May 29, 2016

**Ms. Gladys Finnigan
Assistant to the Vice President
Communications Workers of America
AFL-CIO, District One
80 Pine Street, 37th Floor
New York, NY 10005**

Dear Ms. Finnigan:

This letter confirms the understanding of the parties that should Verizon ("VZ") - New York, Inc., VZ-New England, Inc., Empire City Subway, Verizon Services Corp., 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 (ii) 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
Patrick Prindeville**

**AGREED:
COMMUNICATIONS WORKERS OF AMERICA
Gladys Finnigan, Assistant to Vice President**

2012 MEMORANDUM OF UNDERSTANDING
TUITION ASSISTANCE PLAN
(MODIFICATIONS)

Except as otherwise provided for herein, the Tuition Assistance Plan (“TAP” or “the Plan”) and every other tuition assistance plan or program will be modified as follows effective January 1, 2013:

- A. Cap: There will be an annual cap on tuition assistance for eligible regular full time associates of \$8,000.00 under TAP. There will be an annual cap for eligible part time associates of \$3,500.00.
- B. Exclusions and Limitations: The following exclusions and limitations are added to the existing exclusions and limitations set forth in the Plan: a course of study leading to a degree or certification/license in the areas of aviation or medicine will not be covered, except in the case of associates already participating in or approved for Fall 2012 semester courses in the areas of medicine or aviation. Such associates will be grandfathered under the terms of the existing Plan as otherwise modified by this 2012 MOU until the degree or certification/license is attained.
- C. Repayment Obligations: The repayment obligation and payment of tuition and fees set forth in the existing Plan are modified as follows:
 - 1. Associates currently in arrears on repayment obligations will have until 30 days after ratification of this 2012 MOU to repay money owed, or agree to a payment plan for full repayment within twelve months. If the associate fails to abide by this paragraph C.1, or fails to fully comply with such payment plan by making all payments on time, the associate will be subject to the eligibility considerations set forth in paragraph C.3 below.
 - 2. Associates who during the term of the contract incur a repayment obligation must satisfy the obligations set forth in either paragraph C.2.a or C.2.b below or they will be subject to the eligibility considerations set forth in paragraph C.3 below:

- (a) complete repayment within 90 days after notification by the Plan Administrator, or
 - (b) agree within 30 days after notification by the Plan Administrator to a payment plan for full repayment within twelve months and fully comply with such payment plan by making all payments on time.
- 3. Associates who fail to comply with their repayment obligation as set forth herein will be ineligible for future participation in the TAP until they have satisfied their repayment obligation in full, at which point their eligibility will be restored. If such an associate whose eligibility is restored subsequently participates in the Plan, the associate will be required to pay all monies owed for future TAP-eligible courses directly to the educational institution. The Companies will reimburse to the associates amounts authorized to be paid under the Plan if, within sixty days of the course end date, the associate submits a receipt from the educational institution showing the amount of tuition paid for the course(s).

2012 MEMORANDUM OF UNDERSTANDING NEXT STEP PROGRAM

The Next Step Program is eliminated and replaced with the following:

This will confirm our agreement that all aspects of the Next Step Program ("NSP") will be terminated as of May 31, 2016. This letter will clarify how the termination of this program will affect associates who have completed the program, or may be enrolled in classes but have not completed the degree requirements.

In particular, the parties agree that notwithstanding anything to the contrary in any of their collective bargaining agreements:

- A. Associates who have completed the program and have attained the Telecommunications Technical Associate ("TTA") title, and the related wage and pension benefits, will retain that title and the aforementioned benefits to the extent that they remain in that position.

- B. Only associates who are already enrolled in the NSP for classes beginning in the Fall 2012 semester, but have not completed their degree requirements, will be able to continue taking courses under the NSP. However, they must complete their coursework no later than May 31, 2016, at which time the NSP will be terminated.

1994 MEMORANDUM OF UNDERSTANDING BETWEEN CWA AND NYNEX COMPANIES MANAGEMENT EMPLOYEES PLACED IN THE BARGAINING UNIT

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.

1998 MEMORANDUM OF UNDERSTANDING 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.

The role, purposes and activities of the ACHC shall continue for the life of the contract.

Disability Sub-Committee

The Company and the Union agree to establish a Disability Sub-Committee to the Advisory Committee on Health Care (ACHC). The purpose of the Disability Sub-Committee is to provide recommendations regarding improvements to the processes for the administration and payment of disability and workers' compensation benefits.

The Disability Sub-Committee shall consist of not more than three (3) management representatives and not more than three (3) representatives from CWA/IBEW (Local 2213 only). The Disability Sub-Committee will meet not less than quarterly, effective following the first meeting of the ACHC.

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.

1998 MEMORANDUM OF UNDERSTANDING
BONUS FOR MEETING SERVICE AND OTHER STANDARDS

- A. Employees of New York Telephone Company, Empire City Subway Company (Limited) and Employees of Telesector Resources Group, Inc. employed in New York State.

The parties agree that employees of New York Telephone Company (“NYT”) and employees of Telesector Resources Group, Inc. employed in New York State, who are represented by the Union:

1. will receive in March 2000 a cash bonus (not a stock bonus) of \$700, in accordance with the provisions set forth below, if they were on the payroll on December 31,1999 and if the “NYT Identified Standard” for 1999 is met; and
2. will receive in March 2001 a cash bonus (not a stock bonus) of \$700, in accordance with the provisions set forth below, if they were on the payroll on December 31,2000 and if the “NYT Identified Standard” for 2000 is met.

B. Employees of New England Telephone Company and Employees of Telesector Resources Group, Inc. Employed in States Other Than New York.

The parties agree that employees of New England Telephone and Telegraph Company (“NET”) and employees of Telesector Resources Group, Inc., employed in states other than New York who are represented by the Union:

1. will receive in March 2000 a cash bonus (not a stock bonus) of \$700, in accordance with the provisions set forth below, if they were on the payroll on December 3 1,1999 and if the “NET Identified Standard” for 1999 is met; and
2. will receive in March 2001 a cash bonus (not a stock bonus) of \$700, in accordance with the provisions set forth below, if they were on the payroll on December 3 1,2000 and if the “NET Identified Standard” for 2000 is met.

C. Employees of Bell Atlantic Yellow Pages Company

The parties agree that employees of Bell Atlantic Yellow Pages Company (“BAYP”) who are represented by the Union:

1. will receive in March 2000 a cash bonus (not a stock bonus) of \$700, in accordance with the provisions set forth below, if they were on the payroll on December 31,1999 and if the “BAYP Identified Standard” for 1999 is met; and
2. will receive in March 2001 a cash bonus (not a stock bonus) of \$700, in accordance with the provisions set forth below, if they were on the payroll on December 31, 2000 and if the “BAYP Identified Standard” for 2000 is met.

D. Standards Development

For purposes of paragraphs A, B, and C above, the following process will be employed to develop the “NYT Identified Standard,” the “NET Identified Standard,” and the “BAYP Identified Standard,” respectively:

1. Beginning no later than thirty days from ratification of this agreement and continuing for no more than sixty days thereafter, the parties shall meet through their designated representatives to attempt to reach agreement on service, financial or other standards applicable to the respective companies that will become the Identified Standards referred to in paragraphs A and B, above.
2. If at the end of that sixty day period, standards are not agreed upon for NYT, then the standard to be applied to that company shall be the same as the N.Y.P.S.C. standard applied in paragraph A of the provision of the 1994 MOU entitled “Bonus for Meeting Service and Other Standards.”
3. If at the end of that sixty day period, standards are not agreed upon for NET, then:
 - a. the standard to be applied to the TRG (New England) bargaining unit shall be the same as the N.Y.S.P.S.C. standard applied in paragraph A of the provision of the 1994 MOU entitled “Bonus for Meeting Service and Other Standards”; and
 - b. the standard to be applied to the New England Residence Sales, New Hampshire, and Central Order Bureau bargaining units shall be the same as the default standards contained in the existing collective bargaining agreements covering those bargaining units.
4. If at the end of that sixty day period, standards are not agreed upon for BAYP, then the standard to be applied to that Company shall be the same as the default standards contained in the existing collective bargaining agreements covering those bargaining units.

E. Provisions Applicable To All Bonuses

1. Bonus payment amounts shall be subject to federal, state and local tax and FICA withholding.
2. Bonus payments will be used in determining deductions for union dues.
3. Bonus payments will enter into computations of overtime worked.
4. Bonus payments 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.

MEMORANDUM OF UNDERSTANDING TEAM-BASED INCENTIVE PAY PLAN

From time to time, the Companies may implement team-based incentive pay linked to service, productivity and/or other business related standards set by Lines of Business or Business Units up to 10% of annual basic wage rates. These non-benefit-bearing payments may be paid monthly, quarterly, semiannually, or annually. Teams shall be at director level or, with the concurrence of the Local Union, at a lower level. The director or lower level manager, as appropriate, will meet with the Local Union to solicit input and review the details of any team-based incentive pay plan prior to its implementation. Neither this provision nor any team-based incentive pay plan will be subject to the grievance and arbitration procedures.

2003 MEMORANDUM OF AGREEMENT CONCERNING A WORKING

RETIREE PROGRAM FOR NON-MANAGEMENT RETIREES

1. This Memorandum of Agreement is entered into between the Communications Workers of America Local 1113 ("the Union") and Verizon New York Inc. and the Telesector Resources Group, Inc. (collectively "the Company").
2. The purpose of this Memorandum is to provide for an additional category of temporary employee known as "Temporary Employee-Working Retiree" ("Working Retiree") under the appropriate provisions of the collective bargaining agreement in effect between the Union and the Company and to identify the wage rates, employee benefits and terms and conditions of employment which will apply to Working Retirees reemployed in positions covered by the collective bargaining agreement.
3. A Working Retiree is defined as follows: A former non-management employee who retired, without a promise for reemployment, on a service pension under provisions of the Verizon Pension Plan at least ninety (90) calendar days prior to reemployment under the Working Retiree Program.
4. The Company may at its discretion employ a Working Retiree, as an Accounting Operations Clerk ("AOC") or Accounting Financial Clerk ("AFC") that it considers qualified for the position for a maximum of one hundred twenty (120) days in a calendar year. Working retirees may be

used to meet business needs related to workload peaks, service emergencies, employee absences for vacation, illness or disability, leaves of absence, etc. The Company does not, by this Agreement, intend to permanently replace full-time regular employees with Working Retirees, and will notify the Union whenever it hires a new Working Retiree.

5. Union security clauses in the collective bargaining agreement, including provisions for payments of Union dues or Agency Shop fees, will apply to Working Retirees to the same extent they apply to any other employees.
6. During such periods of reemployment, Working Retirees will not accrue service credit, seniority nor additional benefits under any active employee benefit plan. Previous net credited service will not be recognized or bridged during such reemployment. Employment is terminable at the choice of the Working Retiree or the Company. Grievances may be filed on behalf of working retirees who are terminated by the Company or otherwise disciplined but the termination or other discipline may not be mediated or arbitrated.
7. Working Retirees will continue to receive pension and other retirement benefits (medical, dental, group life insurance and concession telephone service) based upon eligibility prior to such reemployment, subject to plan amendment or termination by the Company in accordance with plan provisions and applicable law.
8. Working Retirees are entitled to receive state-mandated disability and workers compensation benefits, in accordance with state law.
9. Working Retirees are ineligible to participate in, accrue service credit or additional benefits or receive any benefits as may currently be provided to active employees under Company plans for medical, dental, vision, group life insurance, concession telephone service, savings, pensions including death benefits, sickness and accident disability, long term disability, anticipated disability, dependent care spending account, health care spending account, tuition aid or any other such benefits for active employees. Working retirees are also ineligible for vacation, or excused work days, excused absence pay, leaves of absence, the Managed Care Network or Bonus for Meeting Service Standards, or any other such active employee benefits as currently provided for under the collective bargaining agreement. Working Retirees, however, are eligible for overtime, Sunday and holiday premiums and shift or other wage differentials as provided for under the collective bargaining agreement.
10. Working Retirees are eligible for premium paid Holidays if they would normally have been scheduled to work the day the Holiday is observed.
11. The Company will amend the Verizon Pension Plan, the Verizon Savings and Security Plan and all other applicable Company sponsored

- employee benefit plans to exclude Working Retirees from plan participation, service and benefit accruals and benefit entitlements as active employees for the period of their active reemployment and in the case of the Pension Plan to eliminate the suspension provisions.
12. During such periods of active reemployment the Company medical plan again becomes primary for Medicare eligible Working Retirees, and Medicare Part B reimbursement ceases for this period, to the extent provided in applicable law.
 13. The Company will determine available job opportunities and the qualifications required for Working Retirees.
 14. Retirees may be so reemployed on an hourly (no less than four (4) hour tours), daily, or weekly basis; no period of reemployment is guaranteed. Regardless of the number of hours worked in a day, each day that any time is worked under the program counts as one day toward the one hundred twenty (120) day limit. Tours, overtime opportunities and holidays will be offered to Working Retirees, after the regular workforce. Tours and overtime opportunities among Working Retirees will be offered in seniority order on a volunteer basis first and forced in the order of reverse seniority, unless the needs of the business dictate otherwise. These tours and overtime opportunities will be offered among Working Retirees in order of time within the bargaining unit since post retirement engagement (seniority) and forced in order of reverse seniority.
 15. The Company reserves the right during the period of such reemployment to assign and/or change at any time the hours, job assignment or work location of a Working Retiree in accordance with the collective bargaining agreement, with the exception of payments relating to travel time and expense.
 16. Whenever a Working Retiree is reemployed, the Working Retiree shall be paid at the top hourly wage rate of the title to which he/she is being employed and will receive any AOC/AFC general increases.
 17. All hours so worked in a week will be paid at the established basic hourly rate except those hours which exceed a scheduled full time daily tour or 37 _ hours weekly (upstate) will be paid in accordance with the collective bargaining agreement.
 18. Contractual provisions requiring certain repayment of Income Protection Plan benefits and cessation of payments are not applicable to individuals reemployed under the Working Retiree Program.
 19. All safety related contractual provisions and practices are applicable for Working Retirees.

20. Retirees accepted for reemployment under the Working Retiree Program must sign an appropriate reemployment agreement acknowledging the continuation of their retiree pension and other benefits and the waiving of any eligibility for additional active employee service credit and benefits during any such period of reemployment. A copy of such a reemployment agreement is attached to this agreement.
21. Contractual grievance procedures will apply to Working Retirees. However, the mediation and arbitration procedures will not apply to Working Retirees.
22. Except as specifically identified in this Memorandum, other provisions of the collective bargaining agreement are not applicable to Working Retirees.
23. The Company recognizes Working Retirees as having the same Union membership rights and obligations as all other classifications of bargaining unit employees under the collective bargaining agreements, including during any period of Union authorized work stoppage.
24. Either party may terminate this Memorandum of Agreement by providing 15 days written notice.
25. The parties have the right to arbitrate, in accordance with the procedures set forth in the collective bargaining agreement, any dispute as to the true intent and meaning of this agreement.

For the Union:

Joan Noonan, President
CWA Local 1113

For the Company:

Tom Daley
Company Bargaining Chair

For CWA:

John Feaster
International Representative
Communications Workers of America

2016 MEMORANDUM OF UNDERSTANDING CORPORATE PROFIT SHARING (CPS)

During the term of this 2016 MOU, the Corporate Profit Sharing (CPS) Plan shall continue in effect with the following modifications:

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 plan will provide awards for results in calendar years 2015, 2016, 2017 and 2018 with the awards payable in 2016, 2017, 2018 and 2019.

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) **The “Standard” CPS Distribution will be as follows:**

Performance Year	Standard CPS Distribution	Year Payable
2015*	\$500	2016
2016	\$500	2017
2017	\$500	2018
2018	\$500	2019

***The Company distributed the CPS Award for Performance Year 2015 prior to the Effective Date.**

- (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 Years 2015, 2016, 2017 and 2018 will be \$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.

New Contracting Initiatives Letter

May 29, 2016

**Ms. Gladys Finnigan
Assistant to the Vice President
Communications Workers of America
AFL-CIO, District One
80 Pine Street, 37th Floor
New York, NY 10005**

Dear Ms. Finnigan:

This will confirm our agreement regarding the Company's commitment in connection with new contracting initiatives.

The Company agrees that through December 31, 2018 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, 2019 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/ Patrick Prindeville

Executive Director Labor Relations

AGREED:

Communications Workers of America AFL-CIO

/s/ Gladys Finnigan

Assistant to the Vice President

2016

January

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Notes

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Notes

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“Safety Is Everyone’s Responsibility”