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Title: **Verizon New Jersey Inc., Verizon Services Corporation and International Brotherhood of Electrical Workers (IBEW), AFL-CIO Local 827 (2000)**

K#: **5740**

Employer Name: **Verizon New Jersey Inc., Verizon Services Corporation**

Location: **NJ**

Union: **International Brotherhood of Electrical Workers (IBEW), AFL-CIO**

Local: **827**

SIC: **4813**

NAICS: **517110**

Sector: **P**

Number of Workers: **3750**

Effective Date: **10/27/00**

Expiration Date: **08/02/03**

Number of Pages: **291**

Other Years Available: **Y**

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K#574①

3750<sup>224</sup>

AGREEMENT

BETWEEN

LOCAL 827  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS, AFL-CIO

AND

VERIZON NEW JERSEY INC.  
AND  
VERIZON SERVICES CORP.

ORGANIZATION OF VICE PRESIDENT  
AND  
COMPTROLLER AND GENERAL DEPARTMENTS

AND

PLANT AND ENGINEERING DEPARTMENTS

EFFECTIVE OCTOBER 27, 2000

to August 2, 2003

285700

**PART 1**

**ORGANIZATION OF VICE PRESIDENT  
AND COMPTROLLER AND GENERAL DEPARTMENTS  
EMPLOYEES ONLY**

This Part contains all Contract provisions that apply to Organization of Vice President and Comptroller and General Departments employees only.

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**AGREEMENT**  
**BETWEEN**  
**LOCAL 827**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,**  
**AFL-CIO**  
**AND**  
**VERIZON NEW JERSEY INC.**  
**AND**  
**VERIZON SERVICES CORP.**

**THIS AGREEMENT** dated and effective this **twenty-seventh** day of **October, 2000**, by and between **Local 827, International Brotherhood of Electrical Workers, AFL—CIO**, hereinafter called the "**Union**," by its **President/Business Manager, Vice President, Recording Secretary and Treasurer** duly authorized to act in its behalf, and the **Verizon New Jersey Inc. and Verizon Services Corp.**, corporations organized under the laws of the State of New Jersey, hereinafter collectively called the "**Company**," by its representatives thereunto duly authorized to act in its behalf.

**WHEREAS**, negotiations have been entered into between the **Union** and the **Company** with respect to terms and conditions of employment and as a result mutually satisfactory and acceptable understandings have been reached which, in the interest of maintaining and promoting equitable and harmonious industrial relations, the **Union** and the **Company** desire to incorporate and reduce to a written contract.

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

## ARTICLE I

### RECOGNITION AND COLLECTIVE BARGAINING

Section 1. The Union affirms and certifies that it has, as members, a majority of the employees in the Organization of the Vice President and Comptroller and the General Departments (referred to in prior Agreements between the parties as the Accounting and General Departments) of the Verizon New Jersey Inc. and Verizon Services Corp. holding the titles shown in Exhibit I, Wages, of this Agreement. The Company recognizes and acknowledges this Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. "Employees" as used in this Agreement means employees represented by the Union in the bargaining unit described above.

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

Section 3. Wherever in this Agreement there is a provision for a notice of any kind to be served by the one party upon the other, it is mutually agreed to be sufficient for this purpose when the Union delivers its notice to the office of the Director-Labor Relations designated by the Company, or when the Company delivers its notice to the office of the Union. In the case of a local conference between delegates of the Union and representatives of the Company, such notice shall be served upon the general delegate of the Union or upon the Company representative involved.

Section 4. Whenever a conference is to be held, the parties agree to advise each other whenever possible of the names and titles of the individuals who will be authorized to represent them at said conference.

## ARTICLE II

### WAGES

Exhibit I, Wages, as attached hereto, is made a part of this Agreement as though written out at length in this Article.

## ARTICLE III

### WORKING CONDITIONS

**Section 1 — Coverage —** The provisions of this Article apply to all regular and temporary employees whose titles are included in Exhibit I, Wages. However, effective January 1, 1981, such application to part-time employees, i.e., those 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 referred to in Section 2 hereof, shall be controlled by the following:

- a) "basic workweek" shall mean the particular full tours or part tours for which the individual part-time employee is regularly scheduled; and
- b) holiday and vacation treatment will be governed by the individual's basic workweek at the time the holiday or vacation occurs; but
- c) in no case will payment be made for time not worked outside of the individual's basic workweek.

**Section 2 — Hours of Work —** Working hours, including overtime, will be scheduled by the Company to fit the needs of the service. An employee will be required to work no more than a total of ten (10) hours overtime in any payroll week during seven (7) calendar months in each of the years 2000, 2001, 2002 and 2003 and no more than a total of fifteen (15) hours overtime in any payroll week during the remaining five (5) calendar months in those years except in case of emergency, long-term service difficulties or if the employee consents to such overtime. The Company shall specify the months in which each of the above overtime limitations will apply. No employee is guaranteed either a minimum or maximum of hours of work per day or per week.

An "emergency" is an event of national importance, fire, explosion, or other catastrophe, severe weather conditions, major cable and equipment failures, or an act of God.

The parties recognize that service difficulties for an extended period may develop from time to time during which suspension of the above limitations would be appropriate. In the event such service difficulties develop, the Company and the Union will meet to discuss the problem and determine how to best deal with the situation.

A full tour of duty consists of seven (7) hours divided into two (2) periods, not necessarily of the same length, separated by a lunch period which will be arranged by the Company to fit the needs of the service; provided however that, at the discretion of the Company with respect to tours ending at 11:00 P.M. or later, no designated lunch period as such need be provided. A half

tour is three and one-half (3-1/2) hours. The basic workweek consists of a total of five (5) tours of duty totaling thirty-five (35) hours within a seven-day period from Sunday through the following Saturday. Normally, employees will be scheduled to work a basic workweek of five (5) full tours of duty.

The scheduling of relief periods will be determined by the Company and will be subject to force and work conditions in each office. One fifteen-minute relief period will be scheduled for each half tour of duty. A fifteen (15) minute relief period will be granted in connection with an overtime period which is to be more than one and one-half (1-1/2) hours' duration. Relief periods will be included in computing time worked.

**Section 3 — Work Time Schedules —** For those employees whose tours of duty come regularly within the same hours per day and the same days per week, no work time schedule will be posted.

For those employees whose daily and weekly tours may vary, work time assignments for each day of work for the week in question will be posted during the third week preceding the workweek involved.

When the hours of a scheduled full tour of duty of an employee are changed by the Company and the employee is not given forty-eight (48) hours' advance notice, one and one-half (1-1/2) times the basic hourly wage rate shall be paid for the hours worked outside the previously scheduled hours. Overtime shall not be considered a change in a scheduled tour of duty whether such overtime is worked during an extended tour or on a sixth or seventh tour basis.

An employee who has Sunday or Saturday scheduled as part of his basic workweek and works the last scheduled day of his basic workweek, shall receive a differential payment of \$6.00 when all of his workdays in that week are not scheduled on a consecutive basis. The Company shall not be required to make this payment when an employee requested schedule change results in other than all days being worked on a consecutive basis or in any week in which an observed holiday falls on Monday through Friday. The differential payment will enter into computations of overtime pay required by law but will not be part of the basic rate or basic weekly wages for any other purpose nor enter into the computation of any payments under the "Verizon Pension Plan" and the "Sickness and Accident Disability Benefit Plan" or any other fringe benefits or differentials.

**Section 4 — Basic Wage Rates —** The basic weekly wage rate is the amount paid for a thirty-five (35) hour basic workweek.

The basic hourly wage rate is determined by dividing the basic weekly wage rate by thirty-five (35).

**Section 5 — Work Time in Excess of Basic Workweek —** Any time worked in excess of a normal tour in any day or in excess of five (5) normal tours in a basic workweek as herein before defined shall be paid for as follows:

- a) For time worked in excess of seven (7) hours in any one (1) day but not in excess of eight (8) hours - at the basic hourly wage rate.
- b) For time worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any one (1) week and for all time worked on Sunday and nonscheduled days - at one and one-half (1-1/2) times the basic hourly wage rate.
- c) For time worked in excess of seven (7) hours on a holiday - at two and one-half (2-1/2) times the basic hourly wage rate.

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

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

**Section 6 — Holidays —** The following days are designated as holidays:

New Year's Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Personal Holiday*

\* Personal Holiday may not be taken prior to the completion of six (6) months of net credited service.

The Personal Holiday may be selected on a normally scheduled Monday to Friday workday subject to the needs of the service as determined by the Company and must be taken by March 31st of the following year. Selection of the Personal Holiday will be on a seniority basis at the time vacation selections are first made. If an employee elects not to select a day for the Personal Holiday at that time, he may select a Personal Holiday at a later date on a first come, first served basis, providing his selection is submitted for supervisory approval. Selections not submitted by October 1 of the current year will be assigned by the Company.

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

When any of these holidays falls on a Saturday, the Company shall designate for each employee who is not on vacation another day (Monday to Friday) within the succeeding weeks through March 31st of the following year, or it

shall designate the Saturday as the holiday to be observed for the employee. Such designated holiday shall be assigned prior to the week preceding the week in which the holiday occurs. When another day has been designated for the employee but the employee then works on the Saturday holiday, the Saturday shall become the employee's holiday and the employee shall be excused for personal business without pay on the designated day.

**Holiday Treatment of Employees Not on Vacation** — Normally, employees will be excused on all designated holidays, and any employee who is excused on a designated holiday and is paid for any other time in the basic workweek which includes the holiday, shall be paid at his basic hourly wage rate for seven (7) hours for the holiday. Any employee who is required to work on a designated holiday shall be paid, in addition to the amount he would receive if he did not work on that day, at one and one-half (1-1/2) times his basic hourly wage rate for all time worked not in excess of seven (7) hours, and at two and one-half (2-1/2) times his basic hourly wage rate for time worked in excess of seven (7) hours on that day.

Holidays observed Monday through Friday will be included in all basic weekly work schedules. Excused holiday time on such days shall be considered as work time in determining payment for time worked in excess of the basic workweek.

**Holiday Treatment of Employees on Vacation** — If a designated holiday falls within an employee's vacation period, the employee shall be entitled to an extra day off at his basic wage rate. Such day off shall be assigned prior to the vacation period but shall not necessarily be scheduled immediately preceding or following the vacation period.

**Section 7 — Vacations** — Vacation periods with pay shall be granted in each calendar year subject to the following service factors:

- |   |             |
|---|-------------|
| (a) Employees engaged on or after July 1 of the current year -  | No Vacation |
| (b) Employees who will complete six (6) months of net credited service on or before December 31 of the current year - | One Week    |

Such employees may not begin a vacation prior to the completion of at least six (6) months of net credited service, except as the needs of the service demand.

- |   |           |
|---|-----------|
| (c) Employees who will complete twelve (12) months of net credited service on or before December 31 of the current year - | Two Weeks |
|---|-----------|

Such employees may not begin the first week of a vacation prior to the completion of at least six (6) months of net credited service nor begin the second week prior to the completion of at least twelve (12) months of net credited service except as the needs of the service demand.

- (d) Employees who will complete seven (7) or more years of net credited service on or before December 31 of the current year - Three Weeks
- (e) Employees who will complete fifteen (15) or more years of net credited service on or before December 31 of the current year - Four Weeks
- (f) Employees who will complete twenty-five (25) or more years of net credited service on or before December 31 of the current year - Five Weeks

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

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

Vacations referred to in the previous two paragraphs will not normally be rescheduled consecutive with the employee's regular vacation for that year and will not be rescheduled until the employee returns to duty.

Vacations shall be taken during the calendar year, except as specifically provided in this Section, and will not be considered cumulative at the option of the employee. Except as limited above, vacations will not be restricted to a particular season of the year. The assignment of all vacations shall be

subject to force conditions and the needs of the service as determined by the Company; primary consideration will be given to employees' preferences in the order of seniority.

When an employee is entitled to a vacation of more than two (2) weeks, the additional week or weeks may be assigned other than on a consecutive basis.

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

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

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

Day-at-a-time vacation days shall not be included in the forty-hour week.

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

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

#### Section 8 — Excused Workdays

1. Each regular employee who has at least six (6) months of net credited service on January 1 of the current year, shall be eligible for four excused workdays with pay and one excused workday without pay during the year. Excused workdays may be granted to regular full-time employees on a half-tour basis subject to the needs of the service.
2. Employees who do not work on their paid excused workday shall be paid for the day as if for a normal or standard day worked provided they are on the active payroll of the Company on that excused workday.
3. One paid excused workday in each calendar year may be designated by the Company for employees in an administrative work group (as designated by the Company) or in any larger group, including the entire Company. Employees (except occasional employees) in any such group for which an excused workday is designated by the

Company and who are not otherwise eligible for a paid excused workday shall be excused and paid for such designated day as set forth in paragraph 1, provided they are on the active payroll of the Company on the designated excused workday.

4. Employees who are on vacation or absent with pay on their paid excused workday for reasons other than having observed it as an excused workday shall have their paid excused workday rescheduled if a vacation day would have been rescheduled under the same circumstances.
5. If employees agree to work on their paid excused workday and the Company determines that the day cannot be rescheduled, they shall be paid as applicable in accordance with the following:
  - a) Employees who agree to work before the work schedule becomes fixed shall receive one day's pay as set forth in paragraph 2 in lieu of their excused workday and shall in addition be paid in accordance with the provisions of the collective bargaining Agreement covering work on a scheduled day of work.
  - b) Employees who agree to work after the work schedule becomes fixed shall receive one day's pay as set forth in paragraph 2 in lieu of their excused workday and shall in addition be paid in accordance with the provisions of the collective bargaining Agreement covering work on a nonscheduled day.
  - c) Time worked by an employee on the excused workday shall be considered time worked on a regularly scheduled day of work for all purposes, except as is otherwise expressly provided herein.

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

**Section 9 — Travel Time and Carfare —** When an employee, who is assigned on a temporary basis (usually less than sixty (60) calendar days) to work at a location other than his regular reporting location, incurs travel time in excess of normal, such excess travel time shall be paid in the same manner as work time or the employee's tour shall be shortened correspondingly. If under these conditions the employee is also required to expend additional carfare over and above that normally incurred, the employee shall be reimbursed for the amount of the additional carfare.

**Section 10 — Authorized Use of Personal Cars for Company Business —** An employee called at home and asked to report immediately for emergency call-out work is permitted to use his personal car in lieu of public transportation subject to the following conditions:

- a) The employee, the motor vehicle, and the operation of the motor vehicle meet all requirements of the law;
- b) The personal car used is covered by public liability and property damage insurance;
- c) The employee possesses an approved Company Driver's Qualification Card and operates his personal car in accordance with the regulations prescribed for the operation of Company motor vehicles.

Normally, the employee will proceed directly from his home to his reporting center; however, in certain cases, he may be directed to go directly to the emergency job.

Subject to all of the provisions set forth above, an employee who elects to use his personal car shall receive \$11.00 for each completed emergency call-out regardless of the mileage involved with the following exception:

Where the original emergency assignment or subsequent developments in the course of handling the original emergency require the employee to travel to more than one assigned work location, he shall receive \$11.00 for the original assignment; for each subsequent assigned work location, he shall receive thirty-two and one-half cents (\$.325) per mile traveled on each subsequent assignment.

When employees are authorized to use their personal cars rather than be reimbursed for carfare, the employee will receive an amount computed at the rate of thirty-two and one-half cents (\$.325) per mile for the number of miles traveled on Company business.

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 change the amount of reimbursement accordingly effective on the first of the second month following the publication of the change by the Internal Revenue Service (IRS) but, in no event prior to the effect date of the Internal Revenue Service (IRS) increase.

**Section 11 — Work by Supervisors —** Management employees should devote their full time to management functions. It is not the Company's intention that management employees normally occupy themselves during either regular or overtime hours with work of the type or nature that is regularly assigned to employees included in the collective bargaining unit.

Emergency conditions occasionally require the performance by management employees of any type of work required by the occasion if all practicable means of meeting the situation have been exhausted.

**Section 12 — Personal Sickness Allowances —** Payment for days scheduled in a basic workweek but not worked due to personal illness will be paid at the straight-time rate on the following basis:

- Less than two (2) years of service - Pay after second scheduled workday
- Two (2) years of service and over - Pay from and including the first scheduled workday

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

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

**Section 13 - Classification and Treatment of Part-Time Employees - Effective January 1, 1981**

1. Except for payment for overtime hours worked, all hours worked by a part-time employee in PhoneCenter Stores, Bell Customer Service Centers, Bell Phone Booths (Kiosks), DM/DR (Direct Marketing/Direct Response) Centers and any equivalent retail sales or service center operations, and any employee who is transferred to or employed by any new unregulated subsidiary or affiliated entity in the Verizon Services Group shall be paid at the equivalent basic hourly rate for a comparable full-time employee working a normal daily tour in the same job title, classification, and work group. Payment to a part-time employee for hours worked in excess of an equivalent normal daily tour or workweek for a comparable full-time employee shall be at the applicable overtime rate for a comparable full-time employee based on such part-time employee's basic hourly rate. Any regular employee who is on the active payroll of the Company as of December 31, 1980, and who works part-time on or after January 1, 1981, shall thereafter continue, during the current term of employment, to be paid on the same basis as was applicable to such a part-time employee on December 31, 1980.
2. The classification of a part-time employee is based on the employee's "part-time equivalent workweek" which shall be determined prospectively by dividing the employee's total normally scheduled hours per month by 4.35 and rounding the result to the next higher whole number. (Illustration: 68 hours per month divided by 4.35 equals 15.6, rounded to a "part-time equivalent workweek" classification of 16).

3. The "part-time equivalent workweek" classification of each part-time employee shall be reviewed by the Company no less often than every six (6) months on April 1 and October 1 of each year and adjusted on a prospective basis, if appropriate. In determining whether such adjustment is appropriate, the Company will consider the actual average number of hours worked per month during the preceding six (6) month period and the likelihood that such number of work hours will continue for a reasonably foreseeable period of time except that any hours worked which are paid at the overtime rate shall not be counted in computing the average number of hours worked.
4. For employees, who are hired on or after January 1, 1981, and who work as regular part-time employees, payments to a regular part-time employee for sickness disability, accident disability, or death benefits under the "Verizon Pension Plan" and the "Sickness and Accident Disability Benefit Plan," vacations, holidays, anticipated disability leave, sickness absence (not under the "Sickness and Accident Disability Benefit Plan"), or termination allowance (or its equivalent) shall be prorated based on the relationship of the individual part-time employee's "part-time equivalent workweek" to the normal workweek of a comparable full-time employee in the same job title, classification and work group. A part-time employee shall not be paid for time not worked on a holiday or for absence due to sickness (not under the "Sickness and Accident Disability Benefit Plan") unless such holiday or absence due to sickness occurs on a day of the week on which the employee is normally scheduled to work. Regular employees who are on the active payroll of the Company as of December 31, 1980, and who work part time on or after January 1, 1981 shall thereafter continue, during the current term of employment, to receive payments for the benefits and other items listed above on the same basis as was applicable to a part-time employee on December 31, 1980.
5. Employees who are hired on or after January 1, 1981, and who work as part-time employees shall, if otherwise eligible to participate under the terms of such plans, be eligible for coverage under the Medical Expense Plan, Dental Expense Plan, and Vision Care Plan, as follows:
  - a) Employees whose part-time equivalent workweek classification is sixteen (16) or less shall be eligible by enrollment and payment of 100% of the premiums for such coverage;
  - b) Employees whose part-time equivalent workweek classification is seventeen (17) through twenty-four (24) shall be eligible by enrollment and payment of 50% of the premiums for such coverage;
  - c) Employees whose part-time equivalent workweek classification is twenty-five (25) or more shall be eligible for such coverage on the same basis as a regular full-time employee.

- d) Regular employees who are on the active payroll of the Company as of December 31, 1980, shall continue to be eligible for such coverage on the same basis as a regular full-time employee regardless of classification.
6. Effective January 1, 1981, part-time employees, regardless of classification, shall be eligible for excused workdays on a pro rata basis based upon the ratio of any such part-time employee's equivalent workweek to the normal workweek of a comparable full-time employee.
7. Nothing contained in this Section shall be construed to prohibit an otherwise eligible part-time employee from participation in the Corporate Profit Sharing Plan.

**Section 14 — Personnel Records —** Employees will be given reasonable access to the Company's personnel records concerning them, in accordance with the Employee Privacy Protection Plan.

**Section 15 — Death in Family —** In case of death in an employee's immediate family or of a relative residing at the employee's home, management may approve payment for absence which ordinarily should not exceed three days but which may, under special circumstances and with management approval, be extended to cover one week. "Immediate family" is defined as spouse, children, stepchildren, parents, stepparents, brothers, sisters, mother-in-law or father-in-law, and domestic partner as described and identified in the "Domestic Partner Agreement".

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

**Section 16 — Board and Lodging —** In cases where employees are assigned to duty requiring them to be absent from home overnight, they shall be provided with an allowance of \$31.50 first day, \$37.50 intervening day(s) and \$31.50 last day for board and shall be reimbursed for actual expenses incurred for lodging and other approved expenses.

Notwithstanding the Company's designation of certain assignments as "board and lodging assignments," the Company may permit the employee to choose between boarding and lodging and traveling daily between his home and the temporary work location. In cases where the employee elects to travel daily, he shall be granted an allowance of \$34.00 first day, \$41.00 intervening

day(s) and \$34.00 last day and, in addition, excess travel time and excess carfare will be paid on the first and last days only.

**Section 17 — Minimum Payment for Emergency Work —** Employees shall be paid a minimum of two (2) hours at time and one-half when they are called from home between the hours of 5:00 a.m. and 12:00 Midnight, and a minimum of four (4) hours at time and one-half when they are called from home between the hours of 12:00 Midnight and 5:00 a.m. and in either case complete the assignment and report off duty before the starting time of their regular tour. For Group "B" employees called on out-of-hour work, the overtime rate shall apply regardless of the fact that they may have worked only seven (7) hours during their normal tour on that day. If an employee is called out for emergency work on a holiday, he shall be paid a minimum of three (3) hours' pay or six (6) hours' pay, whichever applies. If emergency work is on a holiday, the minimum pay hours specified will be in addition to any holiday allowance to which the employee is entitled.

#### ARTICLE IV

#### TRAINING/RETRAINING

In the present environment of fast-paced technological developments and structural changes, the parties recognize the benefits in offering to employees training and retraining programs for personal or career development or in the event their existing jobs are displaced. Accordingly, the Company is offering 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.

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.

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

- a) Personal or career development training programs will be designed as an educational self-development aid to assist employees in their personal development or preparing themselves for career progression opportunities or job changes within the Company.
- b) Training under such program will be generic in nature as opposed to job specific and will cover technical, sales, clerical and other fundamental skills.
- c) 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.

- d) 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.
- e) 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.

## 2. Job Displacement Training

- a) Job displacement training programs will be designed to prepare employees whose jobs are being displaced or whose jobs are being restructured to a wage schedule with a lower maximum wage rate to enhance their ability to qualify for anticipated job vacancies within the Company.
- b) Employees will be informed of potential displacements as soon as possible and depending on the number of any anticipated job openings will be offered training, if necessary, which is intended to enable them to qualify for such job openings in the Company.
- c) All regular employees who are notified of potential displacement of their current jobs or restructuring to a lower rate will be eligible to participate in such training program regardless of length of service.
- d) Participation by employees in the job displacement 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 unless the Company determines it appropriate in specific instances to permit the employees to receive such training during working hours.

## ARTICLE V

### FORCE ADJUSTMENTS AND TERMINATION ALLOWANCES

#### Section 1. Income Security Plan - Enhanced Income Security Plan

- 1. If during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus in any job title in a work location which will necessitate layoffs or involuntary permanent reassignments of regular employees to different job titles involving a reduction in pay or to work locations requiring a change of residence, or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate, regular employees who have at least one (1) year of net credited service

may elect, in the order of seniority, and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Income Security Plan (ISP) and if applicable, during the term of this agreement, Enhanced Income Security Plan (Enhanced ISP) benefits described in this Section, subject to the following conditions.

- (a) The Company shall determine the job titles and work locations in which a surplus exists, the number of employees in such titles and locations who are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this Section. Effective until **August 2, 2003**, the Companies will offer Enhanced ISP in the circumstances described in Section 2 (a) of this Article and may also offer Enhanced ISP in other circumstances if they choose to do so. The Companies may limit acceptances to the number of surplus and this Enhanced ISP offer would be in lieu of obligations, if any, the Companies may have to offer regular ISP. Neither such determinations by the Company nor any other part of this Section shall be subject to arbitration.
  - (b) The number of employees who may make such election shall not exceed the number of employees determined by the Company to be surplus.
  - (c) An employee's election to leave the service of the Company and receive ISP or Enhanced ISP payments must be in writing and transmitted to the Company within thirty (30) calendar days from the date of the Company's offer in order to be effective and it may not be revoked after such thirty (30) calendar day period.
2. (a) For an employee who so elects in accordance with this Section, the Company will pay an ISP Termination Allowance, of **One Thousand One Hundred Dollars (\$1,100.00)**, less withholding taxes, for each completed year of net credited service up to an including thirty (30) years, for a maximum of **Thirty-Three Thousand Dollars (\$33,000.00)** prior to withholding taxes. Furthermore, prior to proceeding to a layoff resulting from a surplus in any particular title, location, and work group the Companies will offer an Enhanced ISP Termination Allowance equal to two (2) times the normal ISP Termination Allowance (e.g., up to a maximum of **\$66,000**) in the surplus title and location.
- (b) If the total amount of the ISP or Enhanced ISP Termination Allowance prior to deductions for taxes does not exceed Ten Thousand Dollars (\$10,000.00), that allowance shall be paid in

a single lump sum within thirty (30) calendar days after the employee has left the service of the Company.

- (c) Except when (b) above applies, an employee may select one of the following irrevocable payment options:
  - (i) Forty-eight (48) monthly payments beginning the month following the month in which the employee leaves the service of the Company. Employees who elect this option and are within forty-eight (48) months of their sixty-seventh (67th) birthday will be paid their monthly payments over the months remaining up to their sixty-seventh (67th) birthday.
  - (ii) Half of the ISP or Enhanced ISP Termination Allowance prior to deductions for taxes, in a lump sum, with the remaining half paid in forty-eight (48) monthly payments as described in (i) above. Such lump sum payment shall be paid within thirty (30) calendar days after the employee has left the service of the Company.
- 3. In addition to the ISP or Enhanced ISP Termination Allowance, for an employee who so elects to leave the service of the Company in accordance with paragraph 1 above, the Company, as an ISP or Enhanced ISP Expense Allowance, will reimburse the employee for actual expenses incurred for relocation costs, tuition, or training costs, or job placement expenses related to seeking other employment, or any combination thereof, up to an amount not to exceed Seven Hundred Fifty Dollars (\$750.00) for each year of net credited service (prorated for any partial year of service) to a maximum of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00). Any such expenses for which reimbursement will be made must be approved by the Company prior to being incurred and must be incurred within one (1) year from the date of termination of employment except that reimbursement for tuition or training costs will be made for such expenses incurred within two (2) years from the date of termination of employment.
- 4. The years of net credited service in determining the ISP or Enhanced ISP Termination Allowance and the ISP or Enhanced ISP Expense Allowance shall be prorated for any period of time during which an employee is (was) employed on a part-time basis in the same manner as net credited service is prorated based on part-time hours pursuant to the Verizon Pension Plan.
- 5. If the recipient of an ISP or Enhanced ISP Termination Allowance is reemployed within forty-eight (48) months by the Company or by an affiliate or subsidiary company within the Verizon Services Group,

ISP or Enhanced ISP Termination Allowance payments will cease. If the termination allowance was being paid in forty-eight (48) monthly payments (with no lump sum), no repayment is required. If the employee received a lump sum, or a partial lump sum and monthly payments, the employee will repay the excess over what he or she would have received if payments had been made under the forty-eight (48) monthly payment schedule. Such repayment will be made through payroll deduction in each payroll period at the rate of ten (10%) of the employee's basic weekly wage.

## Section 2. Reassignment Pay Protection Program

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

### 0 - 5 Years

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

### 5+ Years

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

- (B) There will be no reduction in pay for an employee with fifteen (15) years or more of net credited service who is downgraded due to technological change for a period of thirty-six (36) months following the effective date of such downgrade. Thereafter, the following schedule of reduction shall apply:

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

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

### Section 3. Moving Expenses

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

### Section 4. Layoff Procedure

1. When the Company finds it necessary to lay off or part time employees, the procedure set forth in this Section shall be followed. The Company will decide the necessity for and will determine the extent of any required force adjustments. "Seniority," as used herein, shall mean net credited service. "Net Credited Service" shall mean "term of employment" as set forth in the Pension Plan applicable to employees covered by this Agreement.
2. The procedure herein set forth shall be applied separately to the employees in the Organization of the Vice President and Comptroller (referred to in prior Agreements between the parties as the Accounting Department) reporting to a Director and separately to the employees in each of the General Departments.
3. When force adjustments are required in any unit described in paragraph 2 above, the following steps will be taken in such unit to the extent necessary and in the order stated:
  - a) Occasional, temporary and term employees will be laid off.
  - b) *Regular employees having less than one (1) year of seniority will be laid off or part timed. Layoffs shall be accomplished in the inverse order of seniority; all such employees will be laid off before further steps are taken.*
  - c) Prior to proceeding with additional layoffs, the Company will offer Enhanced Income Security Plan benefits to employees in the surplus title and location.
  - d) If further steps are necessary, the Company will give the Union thirty (30) days' notice of its intention to adjust the force further and will, if the Union so requests, negotiate with respect to the manner in which the force adjustment shall be accomplished.
  - e) Unless some other procedure is agreed upon during the thirty-day period following the notice described in (d) above, the Company will lay off such additional employees as may be necessary in the inverse order of seniority.

4. The Company will give each employee who is laid off either two (2) weeks' advance notice, or in lieu of such notice, two (2) weeks' pay at the employee's basic weekly wage rate. If two (2) weeks' pay is given in lieu of notice, this payment shall be in addition to any termination allowance to which the employee may be entitled under paragraph 6 of this Section.
5. Notwithstanding the provisions of paragraph 3 above, the Company may retain any employee for sixty (60) days who would otherwise be laid off if it finds that no employee with greater seniority is readily available who is capable of performing the work of such employee. Any dispute regarding the application of this paragraph shall be subject to Article XI, Grievance Procedure, and Article XII, Arbitration.
6. a) A regular employee who is laid off shall receive a termination allowance computed as follows:
  - 1) If the employee has five (5) or less years of net credited service, one (1) week's pay for each completed year of service.
  - 2) If the employee has more than five (5) but not more than fourteen (14) years of net credited service, five (5) weeks' pay plus two (2) weeks' pay for each completed year of service after the fifth year.
  - 3) If the employee has more than fourteen (14) years of net credited service, twenty-three (23) weeks' pay plus three (3) weeks' pay for each completed year of service after the fourteenth year; provided, however, that in no event shall a termination allowance exceed fifty-two (52) weeks' pay.
- b) In addition to a termination allowance computed as provided in (a) above, an employee who is laid off will receive a payment in lieu of any vacation to which he may be entitled at the time of layoff.
- c) If an employee who has been laid off and has received a termination allowance is rehired and if the number of weeks upon which the termination allowance was computed is greater than the number of weeks since the date of layoff, the amount of the allowance applicable to the excess number of weeks shall be regarded as an advance to the employee, and the employee shall repay such amount to the Company through weekly payroll deductions at the rate of 10% of his basic weekly wage.
- d) If an employee is once laid off and receives a termination allowance and is later rehired, there shall be deducted from any termination allowance payable to him in the event of any subsequent layoff the amount of the previous termination allowance which has been received and retained by the employee.

7. a) In rehiring following a layoff in any unit described in paragraph 2, the Company will offer reemployment to employees laid off in such unit in the inverse order in which they were laid off. The Company will have fulfilled its obligation hereunder with respect to any laid-off employee by offering reemployment by registered mail addressed to the employee's latest address as shown by the records of the Company. There shall be no obligation to offer reemployment to any employee who has been laid off for more than one (1) year. It shall be the duty of the employees to inform the Company of changes in address.
- b) A laid-off employee who is offered reemployment must respond and be available for such reemployment within fourteen (14) days after the date of the offer; otherwise the employee shall be deemed to have refused reemployment and the Company's obligation under this paragraph shall be terminated.
- c) Any employee offered reemployment must be able to meet the requirements of the available job. If the layoff is for a continuous period of six (6) months or longer, each such employee shall be required to take and pass a physical examination but shall not be required to take any other examination as a prerequisite to reemployment.

## ARTICLE VI

### DISCHARGES, DEMOTIONS AND SUSPENSIONS

Section 1. The Company agrees to orally advise the local Union Delegate or alternate of any discharge or suspension not later than the third workday following the employee's discharge or suspension, but failure to give such notice will not invalidate any action taken.

Section 2. In the event that the Union claims that any regular employee is discharged, suspended or demoted without just cause, such claim shall be reviewed in accordance with the procedure outlined in Article XI, Grievance Procedure. If the claim is not satisfactorily adjusted, the matter may be taken to arbitration, as hereinafter provided, if such employee has more than nine (9) months of net credited service. "Discharge," as used herein, means any involuntary separation of an employee from the service of the Company other than by layoff in accordance with Article V, Force Adjustments and Termination Allowances. "Demotion," as used herein, means the involuntary transfer of an employee from one job classification in the bargaining unit, to a lower-rated job classification in the bargaining unit, but this Article shall not apply to demotions made necessary by reason of force adjustments.

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

Section 4. In the event that the parties are unable to agree on the question whether the employee was discharged, suspended or demoted without just cause, the Union, by written notice served upon the Company within thirty (30) days after the provisions of Article XI, Grievance Procedure, have been exhausted, may require that there be submitted to arbitration, pursuant to the provisions of Article XII, Arbitration, the question: Was said employee discharged, suspended or demoted without just cause?

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

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

Section 6. In the case of separations from the service of the Company, other than layoffs which are covered separately in Article V, Force Adjustments and Termination Allowances, of this Agreement, the Company agrees that where the separation does not involve an allegation of misconduct, the employee shall be given two (2) weeks' prior notice or two (2) weeks' pay in lieu thereof.

## ARTICLE VII

### SENIORITY IN PROMOTION TO NONMANAGEMENT POSITIONS

Section 1. In the selection of employees for promotion to nonmanagement positions in the bargaining unit, seniority shall be controlling only when ability, aptitude, and attendance are substantially equal. This Article shall be applied separately to the employees in the Organization of the Vice President and Comptroller (referred to in prior Agreements between the parties as the Accounting Department) reporting to a Director and separately to the employees in each of the General Departments. "Seniority," as used herein, shall mean net credited service. "Net Credited Service" shall mean "term of

employment" as set forth in the Pension Plan applicable to employees covered by this Agreement.

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

## ARTICLE VIII

### AGENCY SHOP

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

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

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

Section 3. The Company may inform employees and applicants for employment of their rights and obligations under the provisions of this Article.

Section 4. The Company shall not be required to discharge or otherwise discriminate against any employee under the provisions of this Article (1) if Union membership is not available to the employee on the same terms and conditions generally applicable to other employees or (2) if Union membership is denied or terminated for reasons other than the failure of the employee to tender periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

## ARTICLE IX

### CHECKOFF AUTHORIZATION

Section 1. The Company shall collect through payroll deduction, in the amount certified by the Treasurer of the Union, regular Union membership dues or an amount equivalent thereto, in accordance with an authorization signed by the employee, and shall pay over to the Union weekly the total amount of monies thus deducted. Employee authorization for such deduction shall be executed on a payroll deduction form, a copy of which is attached to this Agreement as Exhibit II. However, with respect to employees who have signed Payroll Deduction Authorizations previous to the effective date of this Agreement, the Company will continue to honor those authorizations.

Deductions for such amounts shall be made from the wages paid to employees each payroll week. When sufficient pay is not available in any payroll week, they shall be deducted, when pay is sufficient, in any succeeding payroll week ending in the same month or the following month but not thereafter.

Section 2. Cancellation by an employee of authorization for such payroll deductions shall be effected by written notice to the Company, signed by the employee and addressed to the Director-Payroll and Cost; upon receipt thereof the Company shall honor any such cancellation. An employee's authorization shall be automatically canceled when the employee leaves the employ of the Company or is transferred or promoted out of the bargaining unit.

Section 3. The Company shall furnish the Union weekly a record of the total amounts deducted. In addition, the Company will furnish a list of names and reporting center addresses of employees who are engaged, reengaged or transferred into the bargaining unit.

## ARTICLE X

### PROMOTIONS AND TRANSFERS OF UNION DELEGATES

The Company will not make any promotion or transfer of any delegate or alternate delegate certified as such by the Union which affects his existing status as a delegate of the Union without first obtaining the consent of the Union. The Company shall give the Union written notice of the proposed

promotion or transfer and the Union shall be presumed to have consented unless, within seven (7) days after receipt of such written notification, it advises the Company in writing that it does not consent.

The above will not apply to transfers which are for a period of fourteen (14) days or less.

## ARTICLE XI

### GRIEVANCE PROCEDURE

Section 1. Grievances of individual members or groups of members of the Union, and grievances of members who have been separated from the employ of the Company, may be presented initially for adjustment by the Union, either orally or in writing, within thirty (30) days after the grievance arose, to the immediate supervisor of the aggrieved member or members, or to any other supervisor having authority over the matter, up to and including the Director or equivalent force head. The grievance shall be settled as expeditiously as possible; if it is not adjusted satisfactorily at the Director level within fourteen (14) days, the case shall be considered closed unless the Union takes an appeal as provided in Section 2 below.

Section 2. If the grievance is not satisfactorily adjusted under the provisions of Section 1 above, the Union may appeal the grievance either orally or in writing, setting forth the Union's position with respect to such grievance, within fourteen (14) days after discussions have been concluded under Section 1 above to the Director level supervisor of the employee or employees concerned. Conferences shall be held promptly between the Union representatives and Company representatives at this level in an effort to reach a satisfactory adjustment of the grievance. The grievance shall be settled as expeditiously as possible; if the grievance is not adjusted at this level within fourteen (14) days, the case shall be considered closed unless the Union takes an appeal as provided in Section 3 below.

Section 3. If the grievance is not satisfactorily adjusted under the provisions of Sections 1 and 2 above, the Union may appeal the grievance by written notice, which notice shall set forth the Union's position with respect to such grievance, to the Director-Labor Relations designated by the Company within fourteen (14) days after discussions have been concluded under Section 2 above. Conferences shall be held promptly between the Union and the Company representatives, or such other representatives as either party may select, in a further effort to reach a satisfactory adjustment of the grievance. Fourteen (14) days shall be allowed for adjustment of the grievance at this level. If a satisfactory adjustment is not reached, the Company, within fourteen (14) days after discussions have been concluded at this level, shall submit to the Union in writing a final statement of its position. The case shall then be considered closed unless the grievance is

arbitrable and arbitration proceedings are initiated under the provisions of Article XII, Arbitration, within thirty (30) days after the period allowed for adjustment at this level.

When the parties mutually agree that an additional conference at the bargaining level would be advantageous such a meeting will be held within fourteen (14) days following the written final statement of the Company. The case shall then be considered closed unless the grievance is arbitrable and arbitration proceedings are initiated under the provisions of Article XII, Arbitration, within thirty (30) days of this meeting.

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

Section 5. It is expressly provided, however, that nothing in this Article shall in any manner affect the right of any individual employee or group of employees to present grievances directly to the Company and to have them adjusted, provided such adjustment is not inconsistent with this Agreement or with any applicable law. Any such grievance shall be submitted in the manner provided in Section 1 above, and may be appealed by the employee or employees concerned in the manner provided for in Sections 2 and 3 above. However, if any grievance presented by an employee or group of employees involves a question of interpretation or application of this Agreement, which upon determination may establish a precedent, or involves a matter appropriate for collective bargaining, the Company shall immediately notify the Union and the Union shall be entitled to be present and participate in the discussions and disposition of such grievance.

Section 6. The time periods specified in this Article may be extended or modified only by mutual consent in writing.

Section 7. In the interest of adjusting grievances at the lowest possible level, settlements of grievances shall not constitute a precedent for settlement of other grievances. A settlement arrived at in the course of the grievance procedure shall be limited to the specific occurrence out of which the grievance arose and to the particular employee or employees for whom the grievance is presented. The settlement shall be modified or voided only if the circumstances change and after discussion at the same level.

Section 8. Neither the Company nor the Union will attempt by means other than the grievance procedure to bring about the settlement of any issue which is properly a subject for disposition through the grievance procedure.

## ARTICLE XII

### ARBITRATION

Section 1. Either party may at its option require that any grievance which involves the interpretation or application of this Agreement and which is not adjusted under the provisions of Article XI, Grievance Procedure, shall be submitted to arbitration by written notice to the other party within thirty (30) days after the procedures provided for in Article XI, Grievance Procedure, have been exhausted. The right to require arbitration shall not extend to any matter not involving the interpretation or application of this Agreement, except Article V, Force Adjustments and Termination Allowances, Section 4, paragraph 5; Discharges, Demotions and Suspensions as provided in Article VI; Seniority in Promotion to Nonmanagement Positions as provided in Article VII; Changes in the Verizon Pension Plan and the Sickness and Accident Disability Benefit Plan as provided in Article XIII; and the Intercompany Job Bank Program as provided in Article XVII. No demand for arbitration of any matter shall be made more than 150 days after the matter was first presented to the Company for adjustment, but if there is a relevant shorter limitation provided in this Agreement, such shorter limit shall apply.

Section 2. The procedure to be followed in instituting and conducting the arbitration of any matter subject to arbitration as provided above shall be as follows, unless otherwise mutually agreed upon by the Union and the Company:

- a) The Board of Arbitration shall consist of three (3) members, one (1) of whom shall be a member of the Union, designated by the Union, and one (1) individual designated by the Company, who shall be in the employ of the Company; the third shall be an Impartial Chairman designated in the manner hereinafter described.
- b) The various steps required in connection with any such arbitration shall be taken as expeditiously as possible, but the parties agree that the following steps shall be taken within the times stated unless an extension be mutually agreed to in writing.
  - 1) Within five (5) days following the serving by either party upon the other of a written demand for arbitration, each party shall by a written designation given to the other, appoint the one (1) arbitrator to be

appointed by it. Each such written designation shall state the full name and address of the arbitrator appointed thereby.

- 2) Should either the Union or the Company fail, within the time above stated, to appoint its one (1) arbitrator, the vacancy or vacancies resulting by reason of such failure shall, upon the written request of either party, be filled by an impartial individual or individuals appointed by the American Arbitration Association.
- 3) At the same time that a written demand for arbitration is served upon the other party, the American Arbitration Association shall be requested in writing to appoint an Impartial Chairman. The Impartial Chairman shall not be an officer, director, or employee of the Company or of any Company of Verizon Corporation, or of any Company of the former Bell System, nor shall he be a member, officer, official, employee, representative, attorney, or counsel of the Union or of any other Union or labor organization.
- 4) Upon the appointment of the Impartial Chairman the Board of Arbitration shall be deemed to be constituted.
- 5) Within ten (10) days following the constitution of the Board of Arbitration, hearings shall be started and carried to conclusion as expeditiously as possible. The arbitration shall be conducted under the Voluntary Labor Arbitration rules then obtaining of the American Arbitration Association as to any procedural matter not specifically covered in this Agreement. In the absence of unanimous agreement by the other members of the Board of Arbitration with respect to the closing of the proceeding, the Impartial Chairman may declare the proceeding closed. Within ten (10) days following the closing of the proceeding the Board of Arbitration shall render its decision in writing.

Section 3. The Board of Arbitration in its decision shall be bound by the provisions of this Agreement and shall have no power to add to, or subtract from, or modify any of the terms thereof. Any matter appealed to the Board of Arbitration on which such Board has no power to rule shall be referred back to the parties without decision.

Section 4. The decision of a majority of said Board of Arbitration shall be the decision of the Board of Arbitration. Such decision shall be final, and the Union and its members and the Company agree to abide by such decision, which shall be enforceable by appropriate action or proceeding, if necessary, in a court of law or equity or otherwise.

Section 5. Each of the parties hereto shall bear the compensation and expenses of the members appointed by it or on its behalf. The compensation

and expenses of the Impartial Chairman and of the American Arbitration Association and any other expenses of the Board of Arbitration shall be borne equally by the Union and the Company.

Section 6. In lieu of the procedures specified in Sections 1 through 5 of this Article, any grievance involving the suspension of an individual employee, except those which also involve an issue of arbitrability, contract interpretation, or work stoppage (strike) activity and those which are also the subject of an administrative charge or court action shall be submitted to arbitration under the expedited arbitration procedure hereinafter provided within fifteen (15) calendar days after the filing of a request for arbitration. In all other grievances involving disciplinary action which are specifically subject to arbitration under Sections 1 through 5 of this Article, both parties may, within fifteen (15) calendar days after the filing of the request for arbitration, elect to use the expedited arbitration procedure hereinafter provided. The election shall be in writing and, when signed by authorized representatives of the parties, shall be irrevocable. If no such election is made within the foregoing time period, the arbitration procedure in Sections 1 through 5 of this Article, shall be followed.

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

The procedure for expedited arbitration shall be as follows:

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

## ARTICLE XIII

### CHANGES IN THE VERIZON PENSION PLAN AND THE SICKNESS AND ACCIDENT DISABILITY BENEFIT PLAN

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

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

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

## ARTICLE XIV

### NONDISCRIMINATION

Section 1. 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, gender, age or national origin or because the employee is handicapped, a disabled veteran or a veteran of the Vietnam era.

Section 2. The use of masculine or feminine gender in this Agreement shall be construed as including both genders and not as gender limitations.

## ARTICLE XV

### UNION REPRESENTATION

At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge) is to be announced, a Union representative may be present if the employee so requests.

## ARTICLE XVI

### NEW AND RESTRUCTURED JOB TITLES

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

1. The Company shall notify the Union in writing of such new or restructured job title and furnish a description of the duties and the wage rates and schedules initially determined for such job title(s) which shall be designated as temporary. Following such notice to the Union, the Company may proceed to staff such title(s).
2. The Union shall have the right, within thirty (30) days from the receipt of notice from the Company, to initiate negotiations concerning the initial wage rates or schedules established by the Company.
3. If negotiations are not so initiated, the initial wage rates and schedules set by the Company shall remain in effect and the temporary designation removed.
4. If agreement is reached between the parties within the sixty (60) days following the Union's receipt of notice from the Company concerning the initial wage rates and schedules, the agreed upon wage rates and schedules shall become effective retroactive to the date of the initial notification.
5. If negotiations are initiated pursuant to Section 2, and if the parties are unable to reach agreement within sixty (60) days following receipt of notice from the Company, the Union may, within thirty (30) days of the expiration of the sixty (60) day negotiation period demand that the issue of an appropriate schedule of wage rates be submitted for resolution to a neutral third party. No later than seven (7) days before the end of the sixty (60) day negotiation period, each party will submit its final proposed schedule of wage rates to the other which shall not thereafter be changed.

6. The neutral third party shall be selected by mutual agreement from among those who possess acknowledged expertise in the area of employee compensation. The parties may submit all evidence deemed relevant to the issue to the neutral third party. At the request of either party, a hearing shall be held to receive such evidence. Any such hearing shall be held within thirty (30) days after the matter is referred to the neutral third party. Upon completion of the hearing and at a time to be determined by the neutral third party, a Company representative and a Union representative shall meet with the neutral third party and attempt to reach agreement on an appropriate wage rate. In the event that a different schedule of rates is agreed to by the parties, a new schedule shall be placed in effect retroactive to the date of the initial notification, except in no event shall the retroactive effect exceed one hundred and fifty (150) days. If agreement is not reached the neutral third party shall promptly render a written decision. If the neutral third party determines that a different schedule of rates is appropriate, the Company shall have the option of rescinding the job restructure, but in any event the new schedule of rates determined by the neutral third party shall be given retroactive effect as described above.
7. If the wage rate and schedule for a restructured job title is reduced, the reduction in pay for those employees in such job title at the time notice is provided to the Union in accordance with Section 1, will be done in accordance with Article VII, Section 2, Reassignment Pay Protection Program, paragraph (A). If the initial wage rate and schedule is modified as a result of negotiation or a decision by a neutral third party, and the effective wage rate remains lower than the wage rate prior to restructuring of the job title, appropriate adjustment will be made.
8. When a neutral third party is called upon to determine the appropriate wage rate and schedule for a restructured job after Company notification as described in Section 1, or after the Union initiates the negotiations described in Section 11 claiming that duties have been added to or deleted from a job which are of a nature substantial enough to warrant a change in the existing wage rate, the analysis shall be conducted by comparing the changed and unchanged content of a given job title utilizing seven (7) criteria in the following manner:
  - A. A determination shall be made of the nature of the change, if any, in the characteristics of the knowledge and skill requirements of the job title. Such determination shall include, at least, but not be limited to, judgments about changes in:
    - 1) the type and extent of training and experience required to be qualified for the position;

- 2) the body of rules and procedures that must be mastered;
  - 3) the nature of data or operating conditions that must be understood and interpreted; and
  - 4) the extent to which the work requires sequences of increasingly complex bodies of information to complete assignments.
- B. A determination shall be made of the nature of the change, if any, in the characteristics of the level of the inherent difficulties of analyses that must be performed by the employee. Such determination shall include, at least, but not be limited to, judgments about changes in:
- 1) the nature and extent of variability in the job duties;
  - 2) the degree of clarity, ambiguity of problem conditions or ingenuity faced in the course of work;
  - 3) the complexity of interrelationships among situations that need to be understood in order to resolve the problems that must be addressed in the job; and
  - 4) the number of different factors or sources of information that must be taken into account in the analyses required to perform the job.
- C. A determination shall be made of the nature of the change, if any, in the characteristics of the manner in which the work is directed and supervised. Such determination shall include, at least, but not be limited to, judgments about changes in:
- 1) the level of detail provided in instructions;
  - 2) the level of discretion permitted in determining what is to be done and how it is to be done; and
  - 3) the nature and frequency of supervisory review of the results of the work performed.
- D. A determination shall be made of the nature of the change, if any, in the characteristics of the level of physical demands placed on the employee in the position during the regular performance of the job. Such determination shall include, at least, but not be limited to, judgments about changes in:
- 1) the identification of the form or forms of the physical demand;

- 2) the extent of continuity of the demand; and
  - 3) judgment about the relative impacts upon the employee of differing forms of physical exertion required by the job.
- E. A determination shall be made of the nature of the change, if any, in the physical environment in which the work is performed. Such determination shall include, at least, but not limited to, judgments about changes in:
- 1) exceptional stresses;
  - 2) risks to health or safety; or
  - 3) discomforts in the physical environment.
- F. A determination shall be made of the nature of the change, if any, in the extent of dexterity, if the position requires continuous hand movements or eye/hand coordination in order to satisfactorily perform the job.
- G. The parties disagree on the relevance of the factor responsibility for equipment, tools, facilities, service and operations. It is agreed that the parties are free to argue their position on this factor and the arbitrator will decide its weight. Neither party will argue the importance of this factor as it relates to cost or loss to the Company from poor performance or negligence.
9. While it is not intended that the neutral third party undertake a full and complete job evaluation study, other job titles and their wage schedules should be reviewed for comparison purposes. The comparative review shall be only among the titles of the employee group within which the disputed job title is listed unless the restructure involves a job duty that also is performed by a title in another group or was reassigned from a title in another group as part of the restructure. The neutral third party may make an on-site inspection of the work place and conduct a reasonable number of interviews of incumbents.
10. When conducting the comparative review described in Section 9, the neutral third party shall, in addition to any other comparative analysis performed, utilize the seven (7) criteria specified in Section 8 to determine similarities and differences in job content between the job title in dispute and the job title(s) having the immediately next higher maximum basic weekly or hourly wage rate within the employee group and the title(s) from any other group which also performs or performed the same duty. If the job title in dispute is already at the highest maximum basic weekly or hourly wage rate, the comparisons of similarities and differences in job content using the seven (7) criteria shall

be made with other titles at the highest weekly or hourly wage rate within the employee group or, if there are no others, with job title(s) at the immediately next lower maximum basic weekly or hourly wage rates and the title(s) from any other group which also performs or performed the same duty.

11. In the event the Union believes that the Company has restructured a job title by adding or deleting job duties of a nature substantial enough to warrant a change in the existing wage rates and schedules for such job title, it shall promptly notify the Company and initiate negotiations with the Company concerning the issue of wage rates and schedules. The parties shall have sixty (60) days to complete negotiations and the provisions of Sections 4, 5 and 6 shall apply.
12. The neutral third party shall not modify an existing schedule of wage rates for a job title without, at minimum, describing in writing how the application of the criteria in the manner described in Sections 8, 9 and 10 demonstrates that the addition or deletion of job duties in that title results in a change of a nature substantial enough to warrant a different wage rate.
13. The procedures set forth in this Article shall be the exclusive means by which the Union may contest the schedule of wage rates which the Company sets for any new or restructured job title.
14. For purposes of this Article, a restructured job involves a job title which is currently populated by employees at the time of restructuring. However, the parties have not defined a substantial change and the neutral third party has the discretion to determine that issue based upon any or all of the factors described in Section 8.
15. The cost of the neutral third party shall be borne one-half by the Company and one-half by the Union.

#### ARTICLE XVII

#### VERIZON SERVICES TRANSFER PLAN AND INTERCOMPANY JOB BANK

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

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

of the Sponsoring Employers (hereinafter referred to as "Participating Unions").

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

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

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

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

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

An eligible employee who transfers to a different bargaining unit under the above provisions shall become eligible for all benefits provided under the labor agreement applicable to the receiving unit; provided, however, that vacations, floating holidays and excused work days taken by the employee

prior to the transfer will be offset against any such benefits to which the employee shall become eligible under the collective bargaining agreement applicable to the receiving unit. The eligible employee's seniority in the receiving unit shall be computed as if he or she had been employed in the receiving unit during the period while employed in the sending unit. An employee who opts to transfer to a job in a different bargaining unit requiring a change in residence, as defined above, will be entitled to the relocation benefits under the applicable Company-Union collective bargaining agreement in the sending unit or the benefits provided in the Interbargaining Unit Relocation Benefits Plan (Attachment A).

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

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

## ATTACHMENT A

### INTERBARGAINING UNIT RELOCATION BENEFITS PLAN

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

#### MOVING EXPENSES-

- |   |                           |
|---|---------------------------|
| Time of temporary living (up to six weeks)                    |                           |
| - Meal expense  | Contractual rate *        |
| - Lodging (accommodations to be authorized by Director Level) | Actual reasonable expense |
| - Return trips home (up to 2 round trips)                     | Actual reasonable expense |
| - Final trip - transportation, meals and                      | Actual reasonable expense |

lodging for 3 days for employee and family (accommodations to be authorized by Director Level)

Moving household goods

As arranged and paid for by Sponsoring Employer

#### HOUSING EXPENSES-

Renter

- Reimburse lease cancellation costs as a result of the transfer

Homeowner

- Reimburse actual real estate commission paid for the sale of the employee's former residence up to 3% of sale price
- Reimburse actual normal and customary closing costs on the purchase of new residence up to 3% of purchase price

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

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

\* VZ NJ-CWA Commercial/Marketing - reimburse actual reasonable expense incurred.

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

### ATTACHMENT B

#### INTERBARGAINING UNIT INCOME PROTECTION PLAN

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

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

- 1) The percentage by which the employee's basic weekly wage was reduced as a result of the transfer shall be multiplied by the total wages the employee has received in the year following the date of the transfer, including overtime premiums and differentials.

- 2) The lump sum payments made under this Plan shall not be used in the computation of overtime, differentials, or any other premium payments, as the effect of such premiums has been included in the lump sum. Nor shall this payment be included in the determination of any benefits calculated on the basis of wages or other earnings.

## ARTICLE XVIII

### TECHNOLOGY CHANGE COMMITTEE

The Company and the Union recognize that technological changes in equipment, organization, or methods of operation have a tendency to affect job security and the nature of the work to be performed. The parties, therefore, will attempt to diminish or abolish the detrimental effects of any such technological change and have established a joint Committee to be known as the Technology Change Committee to oversee problems and recommend solutions of problems in this area as set forth below.

The Committee will consist of not more than three (3) representatives of the Company and not more than three (3) representatives of the Union. Such Committee may be convened at the option of either party at mutually agreeable times, at least two (2) times each year.

The purpose of the Committee is to provide for discussion of major technological changes (including changes in equipment, organization, or methods of operation) which may affect employees represented by the Union. The Company will notify the Union at least three (3) months in advance of planned major technological changes. Meetings of the Committee will be held as soon thereafter as can be mutually arranged. At such meetings, the Company will advise the Union of its plans with respect to the introduction of such changes and will familiarize the Union with the progress being made.

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

1. What steps might be taken to offer employment to employees affected:
  - a) In the same locality or other localities in jobs which may be available in occupations covered by the collective bargaining Agreement between the parties;
  - b) In other Verizon Services Group Companies.
2. The applicability of various Company programs and contract provisions relating to force adjustment plans and procedures, including Enhanced Income Security Plan, Income Security Plan, Reassignment

Pay Protection Program, termination allowances, retirement, transfer procedures and the like.

3. The feasibility of the Company providing training for other assignments for the employees affected. (Example: Sponsorship of typing training on Company time).

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

## ARTICLE XIX

### UNION LEAVES OF ABSENCE

The total cumulative period of leave of absence for Union business shall be counted as service credit in terms of employment.

Standard fringes as follows:

MEP/MCN.....	Company pays
Dental, Vision.....	Company pays
Basic Group Life Insurance .....	Company pays
Dependent Group Life Insurance.....	Employee pays
Pension Base.....	NCS date

**The employee is also eligible for tuition aid through the Company's Tuition Assistance Plan.**

ARTICLE XX

DURATION OF THE AGREEMENT

This Agreement shall be effective as of **October 27, 2000**, and shall continue in effect until 11:59 P.M., **August 2, 2003**, and thereafter unless terminated by sixty (60) days prior written notice given by either party to the other, expressly stating its intention to terminate this Agreement, in which case it shall be terminated sixty (60) days following the receipt of such notice.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

**LOCAL 827, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO**

By (Original Signed)  
William D. Huber, President/Business Manager

By (Original Signed)  
Dominic Turdo, Vice President

By (Original Signed)  
Dennis E. Sheridan, Recording Secretary

By (Original Signed)  
David F. Exner, Treasurer

and

**VERIZON NEW JERSEY INC./VERIZON SERVICES CORP.**

By (Original Signed)  
William C. Hart, Director-Labor Relations

## EXHIBIT I -- WAGES

### Section 1 — General

This Exhibit sets forth the wage grades, the minimum basic weekly hiring rates, the maximum basic weekly wage rates and the Wage Increase Tables applicable to each title covered by this Agreement. It also contains the rules governing the administration of the Wage Increase Tables, the payment of temporary assignment and tour differentials and the special city allowance.

Employees are carried on the payrolls at a basic weekly wage rate, as defined in Article III, Working Conditions, which is the amount paid for a basic workweek exclusive of differentials, the special city allowance, overtime, and other premium payments.

### Section 2 — Minimum Basic Weekly Hiring Rates

The minimum basic weekly hiring rates applicable to the titles covered by this Agreement are set forth in the Table of Minimum Hiring and Maximum Basic Weekly Wage Rates attached hereto and made a part hereof. Employees may be engaged, reengaged, or transferred into the bargaining unit at basic weekly wage rates in excess of the minimum basic weekly hiring rates, at the Company's discretion.

Part-time employees assigned to full-time work may be paid basic weekly wage rates in excess of the minimum basic weekly hiring rates for full-time work, at the Company's discretion.

### Section 3 — Maximum Basic Weekly Wage Rates

The maximum basic weekly wage rates applicable to the titles covered by this Agreement are set forth in the Table of Minimum Hiring and Maximum Basic Weekly Wage Rates attached hereto and made a part hereof.

### Section 4 — Wage Adjustments

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

#### First General Wage Adjustment

Effective on the first General Wage Adjustment date, Sunday, **February 4, 2001**, all steps on the basic wage schedules shall be increased by **1.0%**.

## Second General Wage Adjustment

Effective on the second General Wage Adjustment date, Sunday, August 5, 2001, all steps on the basic wage schedules shall be increased by 3.0%.

## Third General Wage Adjustment

Effective on the third General Wage Adjustment date, Sunday, August 4, 2002, all steps on the basic wage schedules shall be increased by 5.0%.

## COST-OF-LIVING

1. Effective August 4, 2002, an adjustment will be made in basic weekly rates in each wage schedule in accordance with the following: The amount of the adjustment shall be .75% of the scheduled rates in effect on August 3, 2002, rounded to the nearest 50 cents, for each full or partial percent increase above 9.0% in the "CPI-W" (1982-84 = 100) for May 2002 over May 2000.
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 2000 and May 2002.
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 2000. 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 2000, which was 168.0 (1982-84 = 100).

### Section 5 — Change in Rate of Pay During a Period of Absence

An employee's basic weekly wage rate shall not be changed while the employee is absent from the job for any period exceeding seven (7) calendar days. Vacation is not considered as absent time, and a change in rate of pay which comes during a vacation period shall not be deferred.

### Section 6 — Wage Progression

The wage progression from minimum basic weekly hiring rate to maximum basic weekly wage rate is determined by the employee's basic weekly wage rate. The amounts of increase and the intervals between increases are set forth in the Wage Increase Tables attached hereto and made a part hereof.

- a) At the Company's discretion, based on an employee's performance, the increase interval of any individual employee may be extended twice during the life of this Agreement, by a number of months not to exceed one-half of the interval applicable to the particular increase involved. The employee's next increase shall be granted in a time interval equal to the difference between the normal progression interval and the period of deferment. The number of employees whose increases are deferred during the life of this Contract shall not exceed 3% of the total number of employees in the bargaining unit as of the last business day of the month in which this Agreement becomes effective.
- b) If it is claimed that an employee's wage position is not in accordance with his merit, the claim shall be reviewed in accordance with Article XI, Grievance Procedure.

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

Upon an employee's return to duty from any continuous absence of thirty (30) days or more, except a leave of absence for military service where credit for time for wage purposes is provided by law, the interval from the employee's last regular increase until the employee's next regular increase is extended one (1) week for each seven (7) day period or major portion thereof.

In case the final increase to maximum basic weekly wage rate is less than the increase provided in the Increase Table, the final increase shall be granted in a proportionately shorter interval.

### Section 7 — Schedule Lengths

The Company agrees that no employee shall remain below the maximum basic weekly rate for his title beyond the stated schedule length for his title.

Time spent in wage progression shall be included for the purpose of computing time for attaining the assured maximum rates but time spent at a lower maximum shall be excluded except to the extent that time up to six months spent at such lower maximum rate and credited toward a wage adjustment at promotion shall be included.

Nothing herein shall affect the provisions of Exhibit I — Wages.

Wage Grade	Schedule Length (Months)
E-1	36
E-3	36
SS-1	36
S-1	*
S-2	*

\* No minimum basic weekly hiring rate; however, the schedule length shall not exceed the schedule length for Wage Grade SS-1.

#### Section 8 — Increase Date

Increases in basic weekly wage rates for all employees are effective the Sunday nearest the date the required wage increase interval is completed or the date of promotion with the following exception:

Increases deferred under the provisions of Section 5 of this Exhibit shall be made effective on the Sunday of the week in which the employee returns to duty provided the employee works on his first scheduled workday in that week.

#### Section 9 — Changes in Grades

An employee transferred to a title having a higher maximum basic weekly wage rate will have his/her wage treatment determined solely in accordance with the procedures set forth in the Promotional Pay Plan dated August, 1992. Similarly, an employee transferred to a title having a lower maximum basic weekly wage rate and who is not subject to the provision of Article V, Section 2, will have his/her wage treatment determined solely in accordance with the Promotional Pay Plan. Any changes to or deviations from the procedures set forth in the Promotional Pay Plan must be mutually agreed to by the Company and the Union.

#### Section 10 — Temporary Assignments

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

Employees who are temporarily assigned to work, and work in a title carrying a higher maximum rate for one (1) or more hours, shall have their basic hourly rate adjusted for all hours to be paid on the day involved by the difference between the maximum hourly rate for their title and the maximum hourly rate for the title to which they are temporarily assigned.

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

#### Section 11 — Tour Differentials

A tour differential of ten percent (10%) of one-fifth (1/5th) of the basic weekly wage rate shall be paid for each regularly scheduled tour of duty worked ending at 11:00 P.M. or later.

A differential of \$1.00 shall be paid for each regularly scheduled tour of duty worked starting at or before 6:00 A.M. or ending at or after 7:00 P.M. and before 11:00 P.M.

Such differential shall be paid when employees are excused with pay from such tours because of sickness, death in family, holidays and jury duty. A tour differential paid for work on a holiday shall be in addition to the tour differential, if any, which would have been paid had the employee been excused on the holiday.

An employee on vacation whose basic workweek involves tour differential payments shall receive those payments which would have been paid for the days of his basic workweek if the employee had worked, except that tour differential payments shall not be paid employees on vacation whose basic workweek includes such payments only on an occasional or rotating basis.

#### Section 12 — Special City Allowance

An employee whose assigned reporting location on a particular day is within the Newark Exchange Area will be paid a Special City Allowance of \$2.00 for each day he works after reporting at such assigned reporting locations.

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

An employee must work more than 50% of a regular full-time daily tour, after reporting to a qualified location, to receive a full daily allowance for that day.

An employee who reports to work at a qualified location but who works 50% or less of a regular full-time daily tour will be paid one-half of a full daily allowance.

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

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

#### Section 13 — Visits to Medical Department or Consultants

When an employee visits the Medical Office or a local or general consultant, at the request or suggestion of the Company, the employee's incidental expenses for meals (not to exceed five (5) dollars) and carfare shall be paid for by the Company. If all or a portion of the time required for such visit occurs during a period when an employee is working an assigned tour, the employee shall be excused and shall be paid for the excused portion of the assigned time as if it were time worked. Whenever practicable, such visits will be arranged during the employee's assigned working hours. The Company will, if necessary, and at the employee's request, change an employee's scheduled hours for the day of the visit so the visit can be made during assigned working hours. However, regardless of when this change is made, the revised tour will be paid for at the straight-time rate.

#### Section 14 — Temporary Administrative Assignment

The Company may, if it deems it necessary, appoint an employee from a list of qualified volunteers to temporarily perform supervisory work, including the training and supervising of other employees, but excluding hiring, promoting, handling grievances, layoff, discipline, appraisal and development, and formal initial and continuation training.

On any day during which an employee, pursuant to a Temporary Administrative Assignment, is assigned and works in that assignment, that employee shall receive an additional \$15.00 per day (maximum of \$75.00 per week) for each day worked. For each hour worked in this assignment outside of their normal tour, an additional \$2.50 per hour shall be paid for each hour worked.

It is understood that while performing in this assignment, the employee may be required to perform his/her regular work assignments, as time permits.

## Section 15 – Differential for Use of Bilingual Skills

An employee will be paid an hourly differential in the amount of 3.5% of the employee's basic hourly wage rate for all scheduled or nonscheduled hours or partial hours (including overtime) during which the employee is assigned to provide bilingual services to customers or to provide translation services for the Company. Only employees who qualify as proficient on the appropriate test for the language being used will be eligible to be assigned such work, and to receive this differential. Maintenance Case Team employees (See Attachment 1 in Miscellaneous Items from 2000 Memorandum of Understanding) who were assigned such duties during the term of the 1998 contracts, but who have not qualified as proficient on the appropriate test, will be grandfathered until September 1, 2003, to become test-qualified, during which time they may continue to be assigned such duties.

The bilingual differential will enter into computations of overtime pay in accordance with applicable law on overtime on differentials.

### MONTHLY PENSION BENEFIT FOR FULL-TIME EMPLOYEES

Pension Band	For Retirements And Terminations on and after 1/1/01	For Retirements And Terminations on and after 7/1/01	For Retirements And Terminations on and after 7/1/02	For Retirements And Terminations on and after 7/1/03
103	\$29.63	\$31.11	\$32.67	\$33.98
106	\$33.11	\$34.77	\$36.51	\$37.97
107	\$34.26	\$35.97	\$37.77	\$39.28
109	\$36.60	\$38.43	\$40.35	\$41.96
110	\$37.72	\$39.61	\$41.59	\$43.25

The basic monthly retirement benefit shall equal the dollar amount shown for the appropriate pension band for each employee according to the year of retirement, multiplied by the employee's years and months of service. Where evening and night differential payments and extra payments for temporary assignments to higher-graded positions were included in an employee's pay in the last 36 months of service preceding retirement, the basic monthly retirement benefit shall be increased as shown in "Verizon Pension Plan". Any calculations for such amounts will be made by the Company and included in the official determination of the employee's monthly pension benefit.

**Table of Minimum Hiring and Maximum Basic  
Weekly Wage Rates by Title**

<u>TITLE</u>	<u>WAGE GRADE</u>	<u>MINIMUM BASIC WEEKLY HIRING RATE</u>	<u>MAXIMUM BASIC WEEKLY WAGE RATE</u>
<b>EFFECTIVE DATE FEBRUARY 4, 2001</b>			
Office Clerical Assistant	E-1	\$339.00	\$600.50
General Clerk	E-3	356.50	676.50
Records Clerk	SS-1	361.50	696.50
Service Analyst	S-1	-	740.50
Senior Service Analyst	S-2	-	769.00
<b>EFFECTIVE DATE AUGUST 5, 2001</b>			
Office Clerical Assistant	E-1	\$349.00	\$618.50
General Clerk	E-3	367.00	697.00
Records Clerk	SS-1	372.50	717.50
Service Analyst	S-1	-	771.00
Senior Service Analyst	S-2	-	792.00
<b>EFFECTIVE DATE AUGUST 4, 2002</b>			
Office Clerical Assistant	E-1	\$366.50	\$649.50
General Clerk	E-3	385.50	732.00
Records Clerk	SS-1	391.00	753.50
Service Analyst	S-1	-	809.50
Senior Service Analyst	S-2	-	831.50

## WAGE INCREASE TABLES

EFFECTIVE FEBRUARY 4, 2001

### Senior Service Analyst - S2

Current		Next Increase	
Wage Rate		Int.	Amount
\$ 378.00-	425.00	6	\$ 47.50
425.50-	478.50	6	53.50
479.00-	538.50	6	60.00
539.00-	607.50	6	69.00
608.00-	683.00	6	75.50
683.50		6	85.50
(OVER 683.50 PROGRESS TO MAX)			
789.00		MAXIMUM	

Pension Band 110

Length of the above schedule is 36 months.

### Records Clerk - SS1 Records Clerk-Other

Current		Next Increase	
Wage Rate		Int.	Amount
\$ 361.50-	403.00	6	\$ 42.00
403.50-	450.00	6	47.00
450.50-	502.00	6	52.00
502.50-	559.50	6	57.50
560.00-	624.00	6	64.50
624.50		6	72.00
(OVER 624.50 PROGRESS TO MAX)			
696.50		MAXIMUM	

Pension Band 107

Length of the above schedule is 36 months

### Office Clerical Assistant - E1

Current		Next Increase	
Wage Rate		Int.	Amount
\$ 339.00-	372.50	6	\$ 34.00
373.00-	410.00	6	37.50
410.50-	451.50	6	41.50
452.00-	496.50	6	45.00
497.00-	545.00	6	48.50
545.50		6	55.00
(OVER 545.50 PROGRESS TO MAX)			
600.50		MAXIMUM	

Pension Band 103

Length of the above schedule is 36 months

### Service Analyst - S1

Current		Next Increase	
Wage Rate		Int.	Amount
\$ 376.00-	421.00	6	\$ 45.50
421.50-	472.50	6	51.50
473.00-	530.50	6	58.00
531.00-	594.50	6	64.00
595.00-	666.50	6	72.00
667.00		6	81.50
(OVER 667.00 PROGRESS TO MAX)			
748.50		MAXIMUM	

Pension Band 109

Length of the above schedule is 36 months.

### General Clerk - E3 General Clerk A General Clerk Operations

Current		Next Increase	
Wage Rate		Int.	Amount
\$ 356.50-	408.50	6	\$ 42.00
397.00-	455.50	6	47.00
442.50-	505.00	6	49.50
493.00-	563.00	6	58.00
547.00-	627.00	6	64.00
609.00		6	69.50
(OVER 609.00 PROGRESS TO MAX)			
676.50		MAXIMUM	

Pension Band 105

Length of the above schedule is 36 months

## WAGE INCREASE TABLES

EFFECTIVE AUGUST 5, 2001

### Senior Service Analyst - S2

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 389.50- 438.00	6	\$ 49.00
438.50- 493.00	6	55.00
493.50- 554.50	6	61.50
555.00- 625.50	6	71.00
626.00- 703.50	6	78.00
704.00	6	88.00
(OVER 704.00 PROGRESS TO MAX)		
792.00	MAXIMUM	

Pension Band 110

Length of the above schedule is  
36 months.

### Service Analyst - S1

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 387.50- 433.50	6	\$ 46.50
434.00- 486.50	6	53.00
487.00- 546.50	6	60.00
547.00- 612.50	6	66.00
613.00- 686.50	6	74.00
687.00	6	84.00
(OVER 687.00 PROGRESS TO MAX)		
771.00	MAXIMUM	

Pension Band 109

Length of the above schedule is  
36 months.

### Records Clerk - SS1 Records Clerk-Other

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 372.50- 415.00	6	\$ 43.00
415.50- 463.50	6	48.50
464.00- 517.00	6	53.50
517.50- 576.50	6	59.50
577.00- 642.50	6	66.00
643.00	6	74.50
(OVER 643.00 PROGRESS TO MAX)		
717.50	MAXIMUM	

Pension Band 107

Length of the above schedule is  
36 months

### General Clerk - E3 General Clerk A General Clerk Operations

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 367.00- 408.50	6	\$ 42.00
409.00- 455.50	6	47.00
456.00- 505.00	6	49.50
505.50- 563.00	6	58.00
563.50- 627.00	6	64.00
627.50	6	69.50
(OVER 627.50 PROGRESS TO MAX)		
697.00	MAXIMUM	

Pension Band 106

Length of the above schedule is  
36 months

### Office Clerical Assistant - E1

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 349.00- 383.50	6	\$ 35.00
384.00- 422.50	6	39.00
423.00- 465.00	6	42.50
465.50- 511.50	6	46.50
512.00- 561.50	6	50.00
562.00	6	56.50
(OVER 562.00 PROGRESS TO MAX)		
618.50	MAXIMUM	

Pension Band 103

Length of the above schedule is  
36 months

## WAGE INCREASE TABLES

EFFECTIVE AUGUST 4, 2002

### Senior Service Analyst - S2

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 409.00-	460.00	6 \$ 51.50
460.50-	517.50	6 57.50
518.00-	582.50	6 65.00
583.00-	657.00	6 74.50
657.50-	738.50	6 81.50
739.00	6	92.50

(OVER 739.00 PROGRESS TO MAX)

831.50 (MAXIMUM)

Pension Band 110

Length of the above schedule is  
36 months.

### Service Analyst - S1

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 407.00-	455.00	6 \$ 48.50
455.50-	511.00	6 56.00
511.50-	574.00	6 63.00
574.50-	643.00	6 69.00
643.50-	721.00	6 78.00
721.50	6	88.00

(OVER 721.50 PROGRESS TO MAX)

809.50 (MAXIMUM)

Pension Band 109

Length of the above schedule is  
36 months.

### Records Clerk - SS1 Records Clerk-Other

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 391.00-	436.00	6 \$ 45.50
436.50-	486.50	6 50.50
487.00-	543.00	6 56.50
543.50-	605.50	6 62.50
606.00-	674.50	6 69.00
675.00	6	78.50

(OVER 675.00 PROGRESS TO MAX)

753.50 MAXIMUM

Pension Band 107

Length of the above schedule is  
36 months

### General Clerk - E3 General Clerk A General Clerk Operations

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 385.50-	429.00	6 \$ 44.00
429.50-	478.50	6 49.50
479.00-	530.50	6 52.00
531.00-	591.00	6 60.50
591.50-	658.50	6 67.50
659.00	6	73.00

(OVER 659.00 PROGRESS TO MAX)

732.00 MAXIMUM

Pension Band 106

Length of the above schedule is  
36 months

### Office Clerical Assistant - E1

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 366.50-	402.50	6 \$ 36.50
403.00-	443.50	6 41.00
444.00-	488.50	6 45.00
489.00-	537.00	6 48.50
537.50-	589.50	6 52.50
590.00	6	59.50

(OVER 590.00 PROGRESS TO MAX)

649.50 MAXIMUM

Pension Band 103

Length of the above schedule is  
36 months

EXHIBIT II

PAYROLL DEDUCTION AUTHORIZATION

Name..... Payroll Code No. ....  
(Please Print Last Name First) Social Security No. ....

LOCAL 827, IBEW, AFL-CIO  
PAYROLL DEDUCTION AUTHORIZATION

Director-Payroll and Cost.....19.....  
Verizon New Jersey Inc. and Verizon Services Corp.

I hereby authorize the Verizon New Jersey Inc. and Verizon Services Corp. to deduct regular membership dues, or an amount equivalent thereto, from my pay for each weekly payroll period in the amount certified by the Treasurer of Local 827, IBEW, AFL-CIO as the regular dues for that week and from distributions from the Corporate Profit Sharing Plan in the amount certified by the Treasurer of Local 827, IBEW, AFL-CIO, as the regular dues from that distribution and to forward the amounts deducted to the aforesaid Treasurer. Deduction shall begin in the week in which this authorization is signed and shall continue until revoked by me in writing to the Verizon New Jersey Inc. and Verizon Services Corp.

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

The authorization shall be deemed automatically canceled if I leave the employ of the Company or am transferred or promoted out of the bargaining unit.

Fees, dues and assessments covered by this authorization are not deductible as charitable contributions for Federal Income Tax purposes.

It is understood that the Verizon New Jersey Inc. and Verizon Services Corp. assumes no responsibility in connection with the above deductions except that of forwarding monies to the Treasurer of the Union..

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

Residence Address.....  
(Street) (Signature)  
.....  
(City or Town) (State) (Zip Code)

**October 27, 2000**

**Mr. William D. Huber, President/Business Manager**  
**Local 827, International Brotherhood**  
**of Electrical Workers**  
**263 Ward Street**  
**East Windsor, NJ 08520**

**Re: Absence for Union Business in the Build for FMLA Eligibility Requirement**

**Dear Mr. Huber:**

Effective January 3, 1999, the Company will include "absence for Union business" which is unpaid, excused time, during the employee's normal daily tour within the normal work week in the build for FMLA annual eligibility requirement. Absence for Union business will not be considered as "time worked" for any other purpose, unless otherwise specified in the contract.

This agreement will expire at the expiration of the current agreement.

Very truly yours,

(Original Signed By)  
**William C. Hart**

(Original Signed By)  
**William D. Huber**

**October 27, 2000**

**Mr. William D. Huber, President\Business Manager**  
**Local 827, International Brotherhood**  
**of Electrical Workers**  
**263 Ward Street**  
**East Windsor, NJ 08520**

**Re: Absence for Union Business in the Build for Overtime**

**Dear Mr. Huber:**

Effective January 3, 1999, the Company will include "absence for Union business" which is unpaid, excused time, during the employee's normal daily tour within the normal work week in the build for overtime. Absence for Union business will not be considered as "time worked" for any other purpose, unless otherwise specified in the contract.

**This agreement will expire at the expiration of the current agreement.**

*Very truly yours,*

(Original Signed By)  
**William C. Hart**

(Original Signed By)  
**William D. Huber**

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers  
263 Ward Street  
East Windsor, NJ 08520

Re: Advertising and Classifying Job Vacancies

Dear Mr. Huber:

The Company agrees that effective January 1, 2001, all regular full-time, regular part-time, and temporary Associate Vacancy Requests (AVRs) submitted to the Associate Staffing Center will be advertised for ten (10) business days via STAR (or any future system which replaces or complements STAR). The Company also reaffirms that the designations "internal" and "external" will not be placed on Associate Vacancy Requests (AVR). The Companies rights with respect to hiring and other staffing matters remains unchanged.

Very truly yours,

(Original Signed By)  
William C. Hart

(Original Signed By)  
William D. Huber

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Benefits Grievances

Dear Mr. Huber:

This will confirm our agreement that the Union will discontinue presenting benefits grievances, as described herein. With regard to disputes related to the Medical Expense Plan (MEP)/Managed Care Network (MCN), the Dental Expense Plan (DEP), and the Vision Care Plan (VCP), the Companies and the Unions agreed at Common Issues Bargaining to designate one Health Care Benefits Coordinator (HCBC) who will, "...act as a liaison between employees with inquiries and the MEP/MCN, DEP and VCP carrier administrators." In order to avoid unnecessary and duplicate efforts in the resolution of disputes concerning health care benefits the Company and the Union agree that all such disputes shall be referred to the designated HCBC and shall not be processed through the grievance procedure.

With regard to all other benefits plans subject to ERISA, the Union will not present formal grievances on behalf of its members. However, questions or disputes involving a plan may be addressed informally by the Labor Relations Representative and Executive Board/Business Agent and reasonable efforts will be made to obtain information or resolve a problem.

This procedure is not intended to affect the claims and appeals provisions of the plans, and will not itself be subject to the grievance and arbitration procedure. This agreement is not intended to change the provisions of Article XIII.

If you concur with the foregoing, please sign one copy and return to me.

Very truly yours,

(Original Signed By)  
William C. Hart

(Original Signed By)  
William D. Huber

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Gradual Return To Work From Cure Of Newborn Child Leave

Dear Mr. Huber:

Effective January 1, 2001, an employee on 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:

1. An employee on GRW shall have the same status (full or part time) as she or he had before being on leave. Except for (2) below, an employee shall have the same benefits, vacations, holidays, FWDs, and other contractual entitlements which he or she had before the Leave began.
2. 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.
3. 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.
4. An employee on GRW shall not work Sundays, holidays or overtime.
5. The assignment of tours for employees on GRW shall not violate the seniority rights of a more senior employee.
6. Employees on GRW must work a minimum of half their normal work week, and a full day on Monday or the day after a holiday.

Very truly yours,

(Original Signed By)  
William C. Hart

(Original Signed By)  
William D. Huber

October 27, 2000

Mr. **William D. Huber**, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Grievance Procedure

Dear Mr. **Huber**:

During 1995 Bargaining, the parties discussed modifications to the grievance procedure which will permit grievances to be scheduled for arbitration in a more timely manner, and reduce costs for both the Union and the Company. The parties agreed to the following:

1. All suspension grievances will be subject to a two step grievance procedure. The two steps will be as described in ARTICLE XI, GRIEVANCE PROCEDURE, Section 1 and Section 2 of the Collective Bargaining Agreement (the Agreement).
2. Suspension cases involving ten (10) days or less of lost wages, 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, will be scheduled for arbitration at the convenience of the responsible Executive Board/Business Agent and the responsible Labor Relations Representative. An arbitrator will be selected from a predetermined panel in accordance with the procedures of the American Arbitration Association. Prior to the arbitration hearing, the Executive Board/Business Agent and Labor Relations Representative will exchange lists of witnesses who may be called to testify at the hearing. At the arbitration hearing, neither party will be represented by counsel or have counsel present to assist in any capacity. The parties will be represented exclusively by the

Re: Grievance Procedure (Cont'd)

Executive Board/Business Agent and Labor Relations Representative. The arbitration hearing shall be conducted in accordance with the procedures for expedited arbitration as described in ARTICLE XII, ARBITRATION, Section 4 of the Agreement.

3. Suspension cases involving more than ten (10) days of lost wages, will be scheduled for arbitration and will be presented by counsel for the Union and counsel for the Company in accordance with the procedures in ARTICLE XII, ARBITRATION, of the Agreement.
4. Grievances involving discharges or interpretation of the Agreement are not affected by this letter of agreement.
5. With the exception of paragraph 2 above, none of the terms of this letter of agreement are intended to supersede the Grievance or Arbitration procedures of the Agreement.
6. Upon sixty (60) days notice to the other party, either the Union or the Company may terminate this letter of agreement, in which case, suspension grievances will be processed in accordance with the Grievance and Arbitration procedures in the Agreement.

Very truly yours,

(Original Signed By)  
**William C. Hart**

(Original Signed By)  
**William D. Huber**

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Inter-Company Transfers

Dear Mr. Huber:

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.

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.

For the purposes of this agreement Mid-Atlantic Companies will include:

Verizon Pennsylvania Inc.	Verizon Virginia Inc.
Verizon New Jersey Inc.	Verizon Washington, D.C. Inc.
Verizon Delaware Inc.	Verizon West Virginia Inc.
Verizon Maryland Inc.	Verizon Services Corp.

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. This agreement will not affect existing staffing procedures in any of the NY/NE or Mid-Atlantic Companies.

Very truly yours,

(Original Signed By)  
William C. Hart

(Original Signed By)  
William D. Huber

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Job Title Review Committee

Dear Mr. Huber:

The parties agree that within three (3) months after ratification of this Memorandum of Understanding, a joint Union-Company Job Title Review Committee will be established. The objectives of this committee will be (1) to identify job classifications which perform substantially the same or very similar duties, but which carry different designations, and (2) to attempt to reach agreement on a single designation for each such job title to be recommended to the Company and Union bargaining committee(s) for the affected bargaining unit(s). A non-exclusive list of examples of titles which may qualify for this consideration appears on "Attachment A".

*The Committee will be composed of five (5) representatives from the Company and its affiliates and a total of five (5) from the Unions. There will be one (1) representative from each Local of the IBEW and one (1) representative from each of the three affected CWA Districts. The Committee will meet a total of at least five (5) times during the years 2000 and 2001 combined.*

Any recommendation to use a common designation will not change or otherwise affect the job content or wage rate of any of the involved titles.

Very truly yours,

(Original Signed By)  
William C. Hart

(Original Signed By)  
William D. Huber

**JOB TITLE REVIEW - ATTACHMENT A**

TITLE	DC	MD	VA	WV	DE	PA	NJ
Assignment Technician						X	
Exchange Layout Assigner							X
Apprentice Technician							X
Assistant Technician	X	X	X	X		X	
Cable Splicing Technician	X	X	X	X			
Facilities Technician							X
Splicing Technician					X	X	
Central Office Technicians	X	X	X	X			
Network Technician							X
Switching Equipment Technician					X	X	
Coin Box Collector							X
Coin Telephone Collector	X	X	X	X	X	X	
Maintenance Administrator	X	X	X	X	X	X	
Repair Service Clerk							X
RCMAU Clerk	X	X	X	X			X
Translations Administrator					X	X	
Telephone Canvasser - Business					X	X	
Telemarketing Representative	X	X	X	X			X
Systems Technician - Operations							X
Systems Technician - All Others	X	X	X	X	X	X	
Communications Representative	X	X	X	X			
Customer Sales Representative							X
Automotive Equipment Technician	X	X	X	X	X		
Automotive Mechanic						X	
Senior Clerk					X	X	
General Field Clerk					X	X	
General Clerk	X	X	X	X			
Service Analyst							X
Senior Field Clerk					X	X	
Staff Clerk					X	X	X
Senior Service Analyst							X
Special Clerk	X	X	X	X			

**October 27, 2000**

**Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520**

**Re: Letters of Reprimand**

**Dear Mr. Huber:**

**This will confirm the understanding reached during 1998 Bargaining regarding letters of reprimand. The Company agrees, for the term of the 1998 agreement, to maintain letters of reprimand in the employee's personnel file for a period of time not to exceed five (5) years from the date of issuance. At the expiration of the five (5) year period, the Company shall remove the letter of reprimand from the employee's personnel file.**

**If you concur with the foregoing, please sign one copy and return to me.**

**Very truly yours,**

**(Original Signed By)  
William C. Hart**

**(Original Signed By)  
William D. Huber**

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Moving Expenses

Dear Mr. Huber:

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

The parties agree that these costs shall be limited to:

- transportation of the employee's household goods and personal effects from the old to the new household;
- one-way transportation costs at 9 cents per mile
- reimbursement of one night's lodging, if necessary, on the same basis as Article V, Section 3;
- real estate commission up to 6% of the sale price of the old residence.

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

The employee, no later than the effective date of the transfer, may elect not to move, in which case the Company will reimburse the employee in accordance with Article III, Section 10, Personal Car Use in Connection with Emergency Work, for travel to and from the new reporting place for a period of 90 calendar days commencing with the effective date of the transfer. The employee will not be entitled to receive any travel time or travel expenses.

If you concur with the foregoing, please sign one copy and return to me.

Very truly yours,

(Original Signed By)  
William C. Hart

(Original Signed By)  
William D. Huber

**October 27, 2000**

**Mr. William D. Huber, President/Business Manager**  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

**Re: Regional Attendance Plan**

**Dear Mr. Huber:**

As you are aware, the Company has administered a Regional Attendance Plan for a number of years. As a part of this practice, employees have been suspended where the Company deemed it appropriate.

You have questioned whether employees who have an attendance problem should be suspended thereby increasing their time off the job.

Therefore, it is agreed that henceforth the Company may substitute a disciplinary letter where an employee would otherwise be suspended for tardiness and/or absence. This letter will be tantamount to a suspension and be sufficient to constitute progressive discipline. As such, it may be arbitrated pursuant to Article VI of the Agreement. This agreement will apply during the term of the 2000 Agreement.

If you concur with the foregoing, please sign one copy and return to me.

Very truly yours,

(Original Signed By)  
**William C. Hart**

(Original Signed By)  
**William D. Huber**

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Return of Management Employees to the Bargaining Unit

Dear Mr. Huber:

The Company agrees that for the life of the current collective bargaining agreements (Plant & Engineering and Comptroller & General Departments) between the parties, any management employee who is returned to the bargaining unit for any reason (after March 13, 1996) shall be assigned a unique net credited service date for layoff purposes. The employee's net credited service date for layoff purposes shall be the date the employee is returned to the bargaining unit. The employee's net credited service date for all other purposes (including calculation of applicable termination allowances) shall remain unchanged.

The Union agrees not to grieve any decisions by the Company to return a management person to the bargaining unit during the life of the current collective bargaining agreements, except to enforce the terms of this agreement.

This agreement is without prejudice to the positions of the parties in this or any pending or future case between them. This settlement shall not constitute a precedent and shall not be mentioned or referred to in any other pending or future case between the parties except to enforce the terms of this agreement.

Very truly yours,

(Original Signed By)  
William C. Hart

(Original Signed By)  
William D. Huber

**October 27, 2000**

**Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers  
263 Ward Street  
East Windsor, NJ 08520**

**Re: Letter of Intent -Temporary Administrative Assignment**

**Dear Mr. Huber:**

It is not the intention of Verizon New Jersey to utilize the Temporary Administrative Assignment to permanently replace management employees or to go beyond the scope of the language in the agreement. If the Union determines that such a situation exists, it should notify the Labor Relations Representative who will take the appropriate action. Also, to insure that all volunteers have an opportunity to participate, no one employee shall work in this assignment for more than sixty (60) days in a year. The days may be assigned on a consecutive or non-consecutive basis, at the Company's discretion.

**This letter and its subject matter cannot be grieved or arbitrated.**

**Very truly yours,**

**(Original Signed By)  
William C. Hart**

**(Original Signed By)  
William D. Huber**

October 27, 2000

Mr. William D. Huber, President  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

**Re: Union Orientation Time**

**Dear Mr. Huber:**

The Union will have the opportunity to meet with employees newly entering the bargaining unit for the purpose of furnishing them information about the Union. Subject to the needs of the business, the Company will excuse such employee(s) for a Union orientation meeting as soon as practicable after the employee(s) reports to the work location. The Union orientation time shall be limited to thirty (30) minutes regardless of the number of participants. The Union orientation shall be conducted by a union steward assigned to the work location and it will be paid as time worked for the steward and the employee(s) provided that the meeting takes place during the assigned tour of the steward and the employee(s).

When more than one employee newly entering the bargaining unit, either reports or is scheduled to report to the work location within the same two-week period, the Company, at its option, can require the Union to hold a single group meeting.

The Company will introduce employees transferring into the work group to the local union steward assigned to the area.

Very truly yours,

(Original Signed By)  
William C. Hart

(Original Signed By)  
William D. Huber

**October 27, 2000**

**Mr. William D. Huber, President/Business Manager**  
**Local 827, International Brotherhood**  
**of Electrical Workers, AFL-CIO**  
**263 Ward Street**  
**East Windsor, NJ 08520**

**Re: Vacation Selection**

**Dear Mr. Huber:**

During 1983 bargaining, the parties discussed the Union's desire to have the Company's Vacation Selection and Scheduling Practice made part of the Agreement.

The Company rejected this demand but is willing for the duration of the current agreement, to list in this letter the major points of the selection process for the Union's information.

When practicable, the vacation selection process will begin no later than December 1 and be completed by December 31 of the year prior to the year being selected.

The selection process shall include, in addition to vacations, the selection of Personal Holidays, Vacation Holidays and Excused Workdays. For this purpose, each employee shall prepare a vacation request form indicating, where applicable, first, second and third choice selections.

To the extent permitted by work requirements, as determined by the Company, seniority based on net credited service shall be given primary consideration in the selection process.

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

- 1. All Full Weeks Vacation**
- 2. Day-at-a-time Vacation Days**

Re: Vacation Selection (Cont'd)

3. Personal Holiday
4. Vacation Holiday
5. Paid Excused Workday
6. *Unpaid Excused Workday*

1) All Full Weeks Vacation

By seniority, each employee shall be granted his first and second full week of vacation if so entitled, or if eligible, pass on one full week which will be granted later in the scheduling process as a day-at-a-time vacation.

Then, by seniority, each employee shall be granted his third full week vacation if so entitled, provided he has not selected the day-at-a-time vacation option.

Then, by seniority, each employee shall be granted his fourth full week vacation if so entitled, provided he has not selected the day-at-a-time vacation option.

Then, by seniority, each employee shall be granted his fifth full week vacation if so entitled, provided he has not selected the day-at-a-time vacation option.

2) Day-at-a-time Vacation

By seniority each employee who selects the day-at-a-time option shall be granted his day-at-a-time vacation days or will select reserve time for these days.\*

3) Personal Holiday

By seniority, each employee shall be granted his Personal Holiday, if so entitled, or will select reserve time for this day.\*

Re: Vacation Selection (Cont'd)

4) Vacation Holiday

By seniority, each employee shall be granted his Vacation Holiday(s) if so entitled or will select reserve time for this day(s).\*

5) Paid Excused workdays

By seniority, each employee shall be granted his paid excused workdays or will select reserve time for these days.\*

6) Unpaid Excused Workdays

By seniority each employee shall be granted his unpaid excused workday or will select reserve time for this day.\*

\*NOTE: The period through which reserve time may be scheduled shall extend through March 31 of the following calendar year.

An employee who selects reserve time for any of the above days will forfeit his seniority standing. In this event, request to take these days prior to the reserve time will be considered on a first come, first served basis.

Any of these days not taken by the employee prior to the scheduled reserve time must be taken during the scheduled reserve time by that employee.

If you concur with the foregoing, please sign one copy and return to me.

Very truly yours,

(Original Signed By)  
William C. Hart

(Original Signed By)  
William D. Huber

## **Letter of Understanding - "VADI"**

**A condition of the Federal Communications Commission's approval of the merger between Bell Atlantic and GTE is the creation of a separate data affiliate ("SDA") to provide certain data services. The parties understand that the SDA, initially known as Bell Atlantic Network Data, Inc. and as the SDA's name may change from time to time ("VADI") will need to employ employees who are currently employed by some former Bell Atlantic Network Services Companies in bargaining units represented by the IBEW ("Union"). The Network Services Companies and the Union hereby agree that bargaining unit employees of the Network Services Companies may be transferred, to employment at VADI, which shall be treated as a transfer between employers within the same bargaining unit. When a transfer is to be made, the Company will seek volunteers from the title and work group from which the transfer is to be made, and transfer in seniority order. If there are no volunteers, the Company will force transfer employees from the title and work group in reverse seniority order. Simultaneous with such transfers, VADI will recognize the Union as the exclusive bargaining representative of the transferred employees, and the collective bargaining agreement that governed employees' terms and conditions of employment immediately prior to the change in employer will be amended to add VADI as a party to the agreement effective as of the date of the first employee's transfer. (If VADI's corporate name is changed, the new name will be substituted for VADI.)**

**VADI employees will continue to be covered by any promotion, lateral or downgrade plans (as well as all other rights) available to employees of the former Network Services Companies and may continue to avail themselves of the use of these plans.**

**The parties further understand that as a result of regulatory requirements, VADI will not be able to provide local concession telephone service to its employees. Instead, bargaining unit employees shall receive \$35 per month to be included in payroll compensation that will be effective upon the first month that a bargaining unit employee becomes employed by VADI. VADI employees who retire during the life of the current agreement will receive a lump sum payment of \$2,600, less applicable deductions.**

### **Miscellaneous Items From 1995 Memorandum of Understanding**

After the conclusion of 1995 bargaining the Union requested that the following items from the Memorandum of Understanding be included in this printed contract:

**Advisory Council on Career and Life Strategies (ACCLS)**

**Competitive Skills Incentive Award**

**Corporate Profit Sharing - Enhanced Plan**

**Joint Time for Regional Committee Participation**

**Team Based Incentive Pay**

**Voluntary Force Adjustment Incentives**

**Benefit Plan Amendments**

The parties expressly agree the provisions listed above may not be arbitrated, except as provided in Corporate Profit Sharing - Enhanced Plan, paragraph 10.

## ADVISORY COUNCIL ON CAREER AND LIFE STRATEGIES (ACCLS)

Effective January 1, 1996, a new joint "Advisory Council On Career And Life Strategies" (ACCLS) on employee career development, skill enhancement, family support and educational programs will be established which consolidates and replaces the Advisory Committee on Family Care, the Training Advisory Board Executive Council and local Training Advisory Boards. Provided the Communications Workers of America agrees to these terms, the ACCLS will consist of twelve (12) members, six (6) to be appointed by the Companies, three (3) to be appointed by the IBEW and three (3) by the CWA. The Council will meet at least four (4) times per year. If, however, the CWA does not agree to these terms, the ACCLS will consist of six (6) members - three (3) appointed by the Companies and three (3) appointed by the IBEW.

The general goals of the ACCLS will be to:

- promote lifelong learning through educational opportunities which meet individual employee needs
- provide personal and career choices
- create a skilled and flexible work force prepared to fully participate in a changing competitive environment
- promote work/life balance through the support of family care resources and initiatives

The ACCLS will be responsible for researching, developing, evaluating, funding, monitoring, deploying and communicating programs and initiatives in the following areas:

- Employment Security Training Programs
- career counseling services and resources
- continuing education programs including home study (Atlas), and after hours programs (PM education)
- provide information on available company programs and procedures (e.g., Intercompany Job Bank and Tuition Assistance Program)
- criteria development for awarding competitive skill bonuses
- child and elder care resource and referral services
- community development programs to increase and expand family care services and educational programs in the communities where employees reside or work

- family care education programs for employees and their families
- sponsor surveys, studies and reports involving the needs of employees and the changing of family care
- arrange for a program, which will be available to employees outside of work time, to assist them in dealing with stress

The ACCLS will, by majority vote, have the authority to select, enter into contracts with providers/suppliers and expend funds for any of the services outlined above. The Council will also have the authority to select and hire full time staff to carry out decisions and the day to day business of the council.

The Companies will provide funding in the amount of \$505.00 per employees over the life of the agreement to fund services and programs selected by the ACCLS; \$76,000.00 to the ACCLS to fund a seminar for the ACCLS Training Advocates; additional \$109,500.00 for the Competitive Skills Award (\$36,500.00 for each year of the contract period); over the life of this contract, the Company will provide for a Training Liaison position, to be paid at the highest wage rate in the employee's bargaining unit. The ACCLS will be funded up to \$110,000.00 for the first year of the contract and up to \$115,000.00 for each subsequent year of the contract to pay for this position. Any unused monies may be used to fund additional services and programs selected by the ACCLS. The Council will be responsible for accounting for all funds expended and to carry out its duties in accord with good business judgment and applicable Company policies.

Training and development programs funded through the ACCLS will not, as a general matter, be of the type which employees are required or expected to participate in as part of the training for their current jobs. Participation in all ACCLS sponsored programs will be voluntary and will occur outside of working hours.

#### COMPETTITIVE SKILLS INCENTIVE AWARD

These provisions will be effective from January 1, 1996 through August 2, 2003. The following are the terms, conditions and principles for implementation of the competitive skills incentive award.

1. The newly formed advisory Council on Career and Life Strategies (ACCLS) will be chartered to identify specific educational programs and curricula that directly support the development of competitive technological and customer service skills in the telecommunications industry. These designated programs and curricula must be offered by an accredited educational institution such as a community college or technical school.
2. The designated programs and curricula must be available to employees across the seven state region using distance learning technologies or other flexible delivery methods.
3. Tuition for these designated programs and curricula will be paid through the Company's Tuition Assistance Plan and the employee must meet the enrollment requirements of the institution.
4. All programs and curricula pursued by employees will be taken out of hours.
5. Upon successful completion of all of these designated programs and/or curricula, a Competitive Skills Incentive Award will be paid to the employee. The Award will be paid as a single lump sum payment directly to the employee. The Award will not exceed \$750.00 for any one type achievement. The ACCLS will predetermine the size of the Award for each grouping of designated programs or curricula.
6. The Award pool will be established and funded by the Companies as part of general ACCLS funding.
7. The ACCLS will be responsible for reviewing and tracking the quality and relevancy of each of the designated programs or curricula and the education institutions. The ACCLS will also be responsible for communicating and educating employees on the available programs, enrollment and award information.

### **CORPORATE PROFIT SHARING – CPS**

**The following Corporate Profit Sharing Plan shall apply during the term of this Amendment, in place of the prior terms of the plan:**

**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 Plan will provide awards for results in calendar years 2000, 2001 and 2002, with awards payable in 2001, 2002 and 2003.

**Section 3. Eligibility.**

(a) **Eligible Employees.** Full-time and part-time regular, term and temporary employees who are on the payroll for at least 90 days during an applicable Plan Year will be eligible to receive a CPS Distribution to the extent earned and payable. Employees who resign or are discharged for cause prior to December 31 of the Plan Year forfeit their eligibility to receive a CPS Distribution.

(b) **Proration for Partial Years.** For an employee who is employed more than 90 days, but less than 12 months, of the Plan Year, the employee's CPS Distribution will be prorated by twelfths to correspond to the number of months of participation during the Plan Year. For purposes of proration, a month will be taken into account if the employee is actively participating on the first day of the calendar month.

(c) **Proration for Part-Time Employees.** CPS Distribution for each eligible part-time employee will be prorated as a percent of the normal workweek for a full-time employee in the same title.

**Section 4. Time Worked and Leaves of Absence.** The following will count as time on the payroll for CPS Distributions:

- (a) Absence attributable to approved sickness or accident disability up to accrued FMLA leave.
- (b) Departmental leave (up to 30 days).
- (c) Time that an employee is eligible to receive pay for Military Leave.
- (d) Up to 30 days for Anticipated Disability Leave and Child Care leave combined.
- (e) Up to 30 days for any other approved leave.

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

**Section 5. Separations.** An employee who is otherwise eligible for a CPS Distribution will not lose eligibility due to the following separations (so long as the employee has a period of at least 90 days of active participation during the Plan Year):

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

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

**Section 6. CPS Distribution Calculations.**

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

<u>Performance Year</u>	<u>Standard CPS Distributions</u>	<u>Year Payable</u>
2000	\$500	2001
2001	\$500	2002
2002	\$500	2003

- (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) **Minimum Payout.** Notwithstanding paragraphs (a) and (b) above, the minimum distribution for Performance Year 2000 will be \$500, the minimum distribution for Performance Year 2001 will be \$600, and the minimum distribution for Performance Year 2002 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) 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.
- (b) 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.

- (c) 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. Any "make-whole" arbitration award (which reinstates an employee with full back pay) shall include any applicable CPS distribution for the Plan Year in which the employee had been separated from employment if the employee was otherwise eligible and did not otherwise receive a distribution for the applicable Plan Year.

#### **JOINT TIME FOR PARTICIPATION IN JOINT COMMITTEES**

Effective May 21, 1995, employee participation on a regional committee will be paid as joint time. The payment of joint time will be limited to time spent in the meeting(s) plus travel time within the employee's scheduled tour. Furthermore, joint time will not be applicable to those who are on a Union Leave of Absence.

**The committees for which joint time will be paid are as follows:**

- **Advisory Committee on Health Care**
  - **Steering Committee**
  - **Working Committee**
- **Advisory Council on Career and Life Strategies**
- **Advisory Council on Labor-Management Relations (IBEW)**

- Business Expansion Committee
- Joint Title Review Committee
- National Health Care Reform Committee
- Safety Executive Council
- Technology Change Committee

**This list is intended to include all regional joint committees for which joint time is paid; if any were inadvertently omitted, they are eligible for the same treatment.**

#### **TEAM BASED INCENTIVE 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, semi-annually or annually. Teams may be at career level 03 (2<sup>nd</sup> tier manager level) or larger groups. The Company will meet with the 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.**

#### **VOLUNTARY FORCE ADJUSTMENT INCENTIVES**

**These provisions will be effective from May 21, 1995 through August 2, 2003.**

**Whenever, the Company advises the Union that there exists an occasion to reduce force, the Company shall determine the extent of the reduction required, the effective date or dates thereof, and the job titles, work groups and localities affected. The Company shall, prior to implementation, give at least thirty (30) days notice to the applicable IBEW Local of its intention to offer voluntary force adjustment incentives and negotiate with the Union the method or methods to be used. To the extent such Voluntary Force Adjustment Incentives are not already permissible under current contractual provisions (e.g., Income Security Plan (ISP), Enhanced ISP) such incentives will be implemented only with the Union's concurrence. To the extent feasible, the objective will be to give affected employees choices among incentives, including combinations of the following:**

- special leaves of absence, including but not limited to:
  - leaves for extended periods of time,
  - leaves with some or all benefits paid by the Company, and/or leaves with full or partial service credit;
- special assignments, with or without partial or complete wage protection;
- special severance benefits, including but not limited to:
  - severance pay,
  - supplemental unemployment compensation,
  - training or retraining,
  - outplacement assistance,
  - relocation benefits, and/or
  - some or all benefits paid by the Company for specified period after separation;
- special pension benefits, including but not limited to:
  - increases in pension band amounts
  - pre-Social Security age supplements,
  - reductions or waivers of early retirement discounts,
  - imputation of additional years of age/or service for pension eligibility and/or computation of pension amounts,
  - other pension supplements, and/or lump-sum or partial lump-sum payment options

If and when such incentives are offered, affected employees will be notified of any eligibility conditions, such as:

- deadlines, including deadlines for filing written elections, separation from service, commencement of leave, and retirement; and
- limitations on employees eligible, including limitations on the number of employees by location, title, work group, and minimum age and/or service.  
 If the Company decides to impose limitations on the number of employees in a location, title and/or work group, the Company may accept employees in order of either seniority or combined age and seniority.

Such incentives may be offered when other force adjustment measures (such as the Income Security Plan or layoff) otherwise would be required. If the Company already has notified the Union of such other force adjustment measures, those measures may be postponed pending the outcome of these voluntary incentives. In such a case, if the number of employees who accept these voluntary incentives is insufficient to eliminate the surplus condition,

the other force adjustment measures may be reinstated. Any notices already provided to the Union will continue to apply to the reinstated force adjustment measures and any required time periods need not be extended.

In the event that the number of employees accepting a voluntary incentive is insufficient to eliminate the surplus condition, and employees in the same job title, work group and locality are offered Income Security Plan (ISP) or Enhanced Income Security Plan (EISP) benefits, any employee who accepted a special leave of absence or special assignment, may elect instead to be included in the ISP or Enhanced ISP offer; and any employee who accepted special severance benefits totaling less than the ISP or Enhanced ISP benefits will be entitled to receive the difference.

In the event voluntary incentives are insufficient to eliminate the surplus condition, nothing contained in these Voluntary Force Adjustment Incentives provisions shall be deemed to modify or interpret the layoff provisions of the local collective bargaining agreements.

#### **BENEFIT PLAN AMENDMENTS**

The following benefit plans may be amended from time to time:

- Medical Expense Plan/Managed Care Network
- Pension Plan
- Group Life Insurance Program
- Long Term Care Insurance Plan and Enhanced Long Term Care Insurance Plan
- Benefits Plans Covered under Union Leaves of Absence
- Retiree Health Care
- Savings and Security Plan
- Managed Prescription Drug Plan

However, benefit levels may not be diminished nor may services covered by the plans be removed by such amendments without prior agreement of the Union.

*Miscellaneous Items from 1998 Memorandum of Understanding*

After the conclusion of 1998 bargaining the Union requested that the following items from the Memorandum of Understanding be included in this printed contract:

*Bridging Service*

*Independent Medical Examiner (IME)*

*Medically Restricted Policy*

*"Freezing" Lateral Transfers*

*Short Notice Excused Work Days (SNEWDs)*

*Stress Letter of Understanding*

The parties expressly agree the provisions listed above may not be arbitrated, except the terms of the Medically Restricted Policy do not limit IBEW's rights, as they may exist today, to grieve and arbitrate matters.

*Limitation on Benefit Payment Recovery from Wages*

*"Freezing" Promotions*

*Vacation Scheduling Percentages*

## BRIDGING SERVICE

The Bell Atlantic Pension Plan ("BAPP") will be amended to provide that prior service credited under the NYNEX Pension Plan ("NPP") will be credited under the BAPP, subject to existing BAPP rules governing the *bridging of service*. This amendment will also apply to any current BAPP participant who, after January 1, 1984, (a) separated from service with Bell Atlantic (formerly NYNEX) as a participant in the NPP and (b) commenced participation in the BAPP. This amendment shall not apply to an employee who has rights under the Mandatory Portability Agreement or any Interchange Agreement.

## INDEPENDENT MEDICAL EXAMINER (IME)

Effective December 1, 1998, and over the remaining life of this contract, where there is a dispute as to medical disability between the employee's attending physician and the Company's SADBP Administrator (currently, CORE) and CORE is recommending that the disability be decertified, a binding IME opinion will be arranged by CORE. Where an IME opinion is sought, and so long as the employee fully cooperates as required by the existing terms of the SADBP plan document:

- an IME will be promptly scheduled;
- SADBP wage replacement benefits will continue through the date the IME opinion is obtained;
- the cost of the IME evaluation will be borne by the Company;
- the IME may consult with the corporate Human Resources organization with the accountability for SADBP administration.

None of the above provisions will supercede the existing ERISA appeals process.

## LIMITATION ON BENEFIT PAYMENT RECOVERY FROM WAGES

In the event benefit payment recovery from wages is necessary (e.g., where conditional certification is reversed), such recovery will not exceed one day's wages per week up to the point that the entire amount is recovered, subject to applicable statutory restrictions in West Virginia. Recovery of benefit

payments will not commence until the internal appeal process has been concluded.

### MEDICALLY RESTRICTED POLICY

The terms of the Medically Restricted Policy do not limit IBEW's rights, as they may exist today, to grieve and arbitrate matters.

### "FREEZING" PROMOTIONS AND LATERAL TRANSFERS

On "the Effective Date of this Memorandum", the Companies will discontinue its practice in PA, and NJ of restricting promotions out of a particular organization or work group (sometimes referred to as imposing a "freeze" on promotions). Effective 1/1/99, with regard to lateral transfers out of a director's work group, during any nine month period, there will be at least three months when lateral transfers may not be frozen, subject to local lateral transfer plans and applicable extraordinary and severe service disruptions, natural disasters, other calamities. This commitment is also contingent on there being qualified internal candidates. Furthermore, the Companies' compliance with this commitment will be measured on a full calendar year basis aggregating all requisitions within the bargaining unit. Status reports will be provided to the Union at the end of each calendar quarters.

### SHORT NOTICE EXCUSED WORK DAYS (SNEWDs)

Effective, January 1, 2001, and continuing for the calendar years 2001, 2002, and 2003, notwithstanding the applicable Excused Work Day provisions in the local collective bargaining agreements, requests to supervision for up to three (3) paid Excused Work Days and one (1) unpaid Excused Work Day will be granted on short notice to employees eligible for paid and unpaid Excused Work Days under the following conditions:

1. The employee must request time off on short notice prior to the start of a scheduled tour or half-tour, but no more than twenty-four (24) hours prior to the start of the scheduled tour or half-tour.
2. The Company will grant all Excused Work Days on the basis of the earliest request(s) to supervision provided that the Company may deny and all requests which would result in less than eighty percent (80%) of the scheduled force being available for duty.

3. The work group shall be the same as the group designated for purposes of vacation selection.
4. Short Notice Excused Work Days may be taken in one-half (1/2) day increments; however, no more than one full day may be requested at any one time.
5. In each work group, the Company may designate up to four (4) work days in any month as unavailable for Short Notice Excused Work Days. Such designations will be made in accord with work schedule posting requirements.
6. The Company will have the right to deny any and all requests during any severe service disruption that may be caused, for example, by a natural disaster or other calamity (e.g., fires, explosions, civil disturbances, wars, acts of terrorism, major utility and transportation disruptions).

Disputes regarding the application of the terms and conditions of Short Notice Excused Work Days may be submitted to the grievance procedure; however, neither these provisions nor their interpretation and application shall be subject to arbitration.

#### VACATION SCHEDULING PERCENTAGES

During 2001, 2002 and 2003, at least 18% of the employees in each vacation administrative work group shall be permitted to schedule off in a given week.

Where the application of the percentage figure specified above results in other than a whole number, the number yielded will be rounded up to the next whole number.

Those work groups whose vacation availability is currently greater than the percentage specified above, will not be required to reduce their vacation scheduling availability in 2001, 2002 and 2003.

#### STRESS

During 1998 bargaining negotiations, the Union raised concerns regarding employee stress levels. Recognizing the desirability of reducing workplace stress levels to the extent possible, the Company and the Union emphasize their mutual belief that it would be beneficial to all employees, the Company and the Union for the parties to engage in ongoing dialogue

designed to explore ways to reduce the level of stress in the workplace, and to assist employees to manage stress in their daily lives. Accordingly, this letter will confirm our agreement during 1998 bargaining to establish joint Union-Management Committees to explore ways in which the parties can work together to reduce employee stress levels. Effective January 1, 1999, upon written request by the authorized representative of the Union, a committee will be established in a line of business/business unit with bargaining unit employees.

Where such joint committees are established, they shall meet quarterly. Up to six representatives from the Company and up to six representatives from the Union shall ordinarily attend the meetings; however, upon advance mutual agreement, additional representatives of either party may attend designated meetings to discuss specific subject(s). The Company representatives at each meeting shall include the involved line of business field Director and the Director of Labor Relations.

The objectives of the Joint Committees shall include:

1. Identifying current practices that contribute to a feeling of stress in the workplace.
2. Identifying those factors outside the workplace that contribute to a sense of stress on the job.
3. Reviewing and analyzing possible alternatives to current practices that are determined to be sources of significant stress.
4. Recommending strategies and initiatives designed to reduce employee stress levels and to assist employees to manage stress more successfully.

This Letter of Understanding shall expire at 11:59 PM on August 2, 2003.

### Miscellaneous Items From 2000 Memorandum of Understanding

*After the conclusion of 2000 bargaining the Union requested that the following item from the Memorandum of Understanding be included in this printed contract:*

**Differential for Use of Bilingual Skills (for language see Exhibit I -- Wages, Section 15)**

**Attachment 1: List of Maintenance Case Team Employees Who Will Be Grandfathered For The Differential For Bilingual Skills**

**NAMES**

**(19\*) Employees on original list.**

**\*( 8 ) Employees qualified on Spanish Proficiency Interview (SPI)**

**IF AN EMPLOYEE'S NAME WAS INADVERTENTLY OMITTED THEY WILL BE TREATED UNDER THE GRANDFATHER RULE FOR THE BILINGUAL DIFFERENTIAL.**

**PART 2**

**PLANT AND ENGINEERING DEPARTMENTS  
EMPLOYEES ONLY**

**This Part contains all Contract provisions that apply to Plant and Engineering Departments employees only.**

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**AGREEMENT**

**BETWEEN**

**LOCAL 827**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO**

**AND**

**VERIZON NEW JERSEY INC.**

**AND**

**VERIZON SERVICES CORP.**

**THIS AGREEMENT** dated and effective this **twenty-seventh** day of **OCTOBER, 2000**, by and between Local 827, International Brotherhood of Electrical Workers, AFL-CIO, hereinafter called the "Union" by its President/Business Manager, Vice President, Recording Secretary and Treasurer duly authorized to act in its behalf, and **Verizon New Jersey Inc.** and **Verizon Services Corp.**, corporations organized under the laws of the State of New Jersey hereinafter collectively called the "Company" by its representatives thereunto duly authorized to act in its behalf.

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

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

## ARTICLE I

### DEFINITIONS

The following terms, whenever used herein, shall have the following meanings:

- (a) "Union" shall mean and include Local 827, International Brotherhood of Electrical Workers, AFL-CIO.
- (b) "Company" shall mean and include Verizon New Jersey Inc. and Verizon Services Corp.
- (c) "Employees" or "nonsupervisory employees" shall mean and include all nonsupervisory employees of the Company's Plant Department and Engineering Department for whom wage rates are shown in Exhibit II, Wage Rates and Wage Treatment.
- (d) "Basic Hourly Wage Rate" shall mean and include the rate from which all wage payments are computed and shall be determined by dividing the basic weekly wage rate at which an employee is carried on the payroll by the number of hours constituting the normal workweek for the employee's occupational classification, as provided for in the working conditions marked Exhibit I attached to and made a part of this Agreement.
- (e) "Net Credited Service" shall mean "term of employment" as set forth in the Pension Plan applicable to employees covered by this Agreement.

## ARTICLE II

### RECOGNITION AND COLLECTIVE BARGAINING

Section 1. The Union hereby affirms and certifies that it has, as members in good standing, a majority of the nonsupervisory employees in the Plant Department and Engineering Department of the Company.

Section 2. The Company recognizes and acknowledges the Union as the designated and selected representative of the nonsupervisory employees of its Plant Department and Engineering Department for the purpose of collective bargaining and as their sole collective bargaining agency in respect to rates of pay, wages, hours of employment, and other conditions of employment, and for the purpose of entering into understandings and agreements with reference thereto; provided, however, that such recognition and acknowledgment shall not in any manner affect the right of individual employees, or groups of employees, to present grievances to the Company at any time and to have them adjusted in accordance with the requirements of

Section 9(a) of the Labor- Management Relations Act, 1947.

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

Section 4. Wherever in this Agreement there is a provision for a notice of any kind to be served by the one party upon the other, it is mutually agreed to be sufficient for this purpose when the Union sends its notice to the office of the Director-Labor Relations designated by the Company, or when the Company sends its notice to the office of Local 827, IBEW, AFL-CIO.

### ARTICLE III

#### PROMOTIONS AND TRANSFERS OF UNION REPRESENTATIVES

The Company agrees that it will not make any promotion or transfer of any steward or alternate (even though the steward or alternate is agreeable thereto) which affects his existing status as a duly certified steward or alternate of the Union; without first obtaining the consent of the Union.

The Company shall give the Union written notice of the proposed promotion or transfer, and the Union shall conclusively be presumed to have consented, unless, within two (2) weeks after receipt of such written notification, it advises the Company in writing that it does not consent.

The above will not apply to transfers which are for a period of fourteen (14) days or less.

### ARTICLE IV

#### WORKING CONDITIONS

The working conditions marked Exhibit I are attached and made a part of this Agreement as though written out at length in said Agreement and shall be and continue to be in effect during the period covered thereby.

### ARTICLE V

#### WAGES

Section 1. The maximum basic weekly wage rates for regular full-time employees for the occupational classifications set forth in Exhibit II, Wage Rates and Wage Treatment, attached hereto and made a part hereof, shall not be changed during the period of this Agreement, except by mutual consent.

Section 2. The basic weekly wage rate of any regular full-time employee will

not be reduced during the period of this Agreement except as provided in Exhibit II, Wage Rates and Wage Treatment.

Section 3. Increase treatment for regular full-time employees shall be in accordance with the provisions of Exhibit II, Wage Rates and Wage Treatment, of this Agreement.

## ARTICLE VI

### TRAINING/RETRAINING

In the present environment of fast-paced technological developments and structural changes, the parties recognize the benefits in offering to employees training and retraining programs for personal or career development or in the event their existing jobs are displaced. Accordingly, the Company is offering 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.

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.

#### I. Personal or Career Development Training

- (a) Personal or career development training programs will be designed as an educational self-development aid to assist employees in their personal development or preparing themselves for career progression opportunities or job changes within the Company.
- (b) Training under such program will be generic in nature as opposed to job specific and will cover technical, sales, clerical and other fundamental skills.
- (c) 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.
- (d) 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.
- (e) 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.

## 2. Job Displacement Training

- (a) Job displacement training programs will be designed to prepare employees whose jobs are being displaced or whose jobs are being restructured to a wage schedule with a lower maximum wage rate to enhance their ability to qualify for anticipated job vacancies within the Company.
- (b) Employees will be informed of potential displacements as soon as possible and depending on the number of any anticipated job openings will be offered training, if necessary, which is intended to enable them to qualify for such job openings in the Company.
- (c) All regular employees who are notified of potential displacement of their current jobs or restructuring to a lower rate will be eligible to participate in such training program regardless of length of service.
- (d) Participation by employees in the job displacement 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 unless the Company determines it appropriate in specific instances to permit the employees to receive such training during working hours.

## ARTICLE VII

### FORCE ADJUSTMENTS AND TERMINATION ALLOWANCES

#### Section 1. Income Security Plan - Enhanced Income Security Plan

1. If during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus in any job title in a work location which will necessitate layoffs or involuntary permanent reassignments of regular employees to different job titles involving a reduction in pay or to work locations requiring a change of residence, or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate, regular employees who have at least one (1) year of net credited service may elect, in the order of seniority, and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Income Security Plan (ISP) and if applicable, during the term of this agreement, Enhanced Income Security Plan (Enhanced ISP) benefits described in this Section, subject to the following conditions.
  - (a) The Company shall determine the job titles and work locations in which a surplus exists, the number of employees in such titles and

locations who are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this Section. Effective until August 2, 2003, the Companies will offer Enhanced ISP in the circumstances described in Section 2 (a) of this Article and may also offer Enhanced ISP in other circumstances if they choose to do so. The Companies may limit acceptances to the number of surplus and this Enhanced ISP offer would be in lieu of obligations, if any, the Companies may have to offer regular ISP. Neither such determinations by the Company nor any other part of this Section shall be subject to arbitration.

- (b) The number of employees who may make such election shall not exceed the number of employees determined by the Company to be surplus.
  - (c) An employee's election to leave the service of the Company and receive ISP or Enhanced ISP payments must be in writing and transmitted to the Company within thirty (30) calendar days from the date of the Company's offer in order to be effective and it may not be revoked after such thirty (30) calendar day period.
2. (a) For an employee who so elects in accordance with this Section, the Company will pay an ISP Termination Allowance, of **One Thousand One Hundred Dollars (\$1,100.00)**, less withholding taxes, for each completed year of net credited service up to an including thirty (30) years, for a maximum of **Thirty-Three Thousand Dollars (\$33,000.00)** prior to withholding taxes. Furthermore, prior to proceeding to a layoff resulting from a surplus in any particular title, location, and work group the Companies will offer an Enhanced ISP Termination Allowance equal to two (2) times the normal ISP Termination Allowance (e.g., up to a maximum of **\$66,000**) in the surplus title and location.
- (b) If the total amount of the ISP or Enhanced ISP Termination Allowance prior to deductions for taxes does not exceed Ten Thousand Dollars (\$10,000.00), that allowance shall be paid in a single lump sum within thirty (30) calendar days after the employee has left the service of the Company.
  - (c) Except when (b) above applies, an employee may select one of the following irrevocable payment options:
    - i. Forty-eight (48) monthly payments beginning the month following the month in which the employee leaves the service of the Company. Employees who elect this option and are

within forty-eight (48) months of their sixty-seventh (67th) birthday will be paid their monthly payments over the months remaining up to their sixty-seventh (67th) birthday.

- ii. Half of the ISP or Enhanced ISP Termination Allowance prior to deductions for taxes, in a lump sum, with the remaining half paid in forty-eight (48) monthly payments as described in (i) above. Such lump sum payment shall be paid within thirty (30) calendar days after the employee has left the service of the Company.
3. In addition to the ISP or Enhanced ISP Termination Allowance, for an employee who so elects to leave the service of the Company in accordance with paragraph 1 above, the Company, as an ISP or Enhanced ISP Expense Allowance, will reimburse the employee for actual expenses incurred for relocation costs, tuition, or training costs, or job placement expenses related to seeking other employment, or any combination thereof, up to an amount not to exceed Seven Hundred Fifty Dollars (\$750.00) for each year of net credited service (prorated for any partial year of service) to a maximum of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00). Any such expenses for which reimbursement will be made must be approved by the Company prior to being incurred and must be incurred within one (1) year from the date of termination of employment except that reimbursement for tuition or training costs will be made for such expenses incurred within two (2) years from the date of termination of employment.
4. The years of net credited service in determining the ISP or Enhanced ISP Termination Allowance and the ISP or Enhanced ISP Expense Allowance shall be prorated for any period of time during which an employee is (was) employed on a part-time basis in the same manner as net credited service is prorated based on part-time hours pursuant to the Verizon Pension Plan.
5. If the recipient of an ISP or Enhanced ISP Termination Allowance is reemployed within forty-eight (48) months by the Company or by an affiliate or subsidiary company within the Verizon Services Group, ISP or Enhanced ISP Termination Allowance payments will cease. If the termination allowance was being paid in forty-eight (48) monthly payments (with no lump sum), no repayment is required. If the employee received a lump sum, or a partial lump sum and monthly payments, the employee will repay the excess over what he or she would have received if payments had been made under the forty-eight (48) monthly payment schedule. Such repayment will be made through payroll deduction in each payroll period at the rate of ten (10%) of the employee's basic weekly wage.

## Section 2. Reassignment Pay Protection Program

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

### 0 - 5 Years

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

### 5+ Years

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

- (B) There will be no reduction in pay for an employee with fifteen (15) years or more of net credited service who is downgraded due to technological change for a period of thirty-six (36) months following the effective date of such downgrade. Thereafter, the following schedule of reduction shall apply:

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

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

## Section 3. Moving Expenses

Employees who in the judgment of the Company are required to relocate

their residence as a result of permanent involuntary transfers initiated by the Company shall receive reasonable moving costs.

#### Section 4. Layoff Procedure

1. When the Company finds it necessary to lay off or part time employees, the procedure set forth in this Section shall be followed. The Company will decide the necessity for and will determine the extent of any required force adjustments. "Seniority," as used herein, shall mean net credited service. The procedure herein set forth shall be applied separately to employee groups consisting of Vocational, Buildings, Supplies and Motor Vehicle employees and Clerical employees.
2. When force adjustments are required, the following steps will be taken in each employee group to the extent necessary and in the order stated:
  - (a) Temporary, occasional and term employees will be laid off first.
  - (b) Regular employees having less than one (1) year of seniority will be laid off or part timed, but all such employees will be laid off before further steps are taken with respect to longer service employees. Layoffs under this paragraph shall be in the inverse order of seniority.
  - (c) Prior to proceeding with additional layoffs, the Company will offer Enhanced Income Security Plan benefits to employees in the surplus title and location.
  - (d) If further layoffs are necessary in any area, regular employees in such area in the individual occupational classification in which the layoff is necessary, having one (1) or more but less than two (2) years of seniority, shall be laid off in the inverse order of seniority.
  - (e) If the necessary force adjustment is not accomplished by the application of paragraphs (a), (b), (c) and (d) above, then the other employees having one (1) or more but less than two (2) years of seniority shall be laid off in the inverse order of seniority.
  - (f) If any force adjustment will involve the layoff or part-timing of employees having two (2) or more years of seniority, the Company will notify the Union and the parties agree to negotiate with respect to the manner in which such force adjustment shall be applied to employees having two (2) or more years of seniority.
  - (g) Unless some other procedure is agreed upon within thirty (30)

days after notice is given under (f) above, the Company will lay off, in the area in the individual occupational classification in which the force adjustment is required, such additional employees as may be necessary in the inverse order of seniority, provided, however, that to the extent that the Company finds it practicable and reasonable to do so, it may transfer qualified employees from one occupational classification to another in order that, in general, the layoff as a whole may affect shorter service employees and permit the retention of longer service employees. The Company, in transferring employees, will consider their qualifications, seniority, and whether the force situation permits such transfers.

3. The Company will give each employee who is laid off either two (2) weeks' advance notice, or in lieu of such notice, two (2) weeks' pay at the employee's basic weekly wage rate. If two (2) weeks' pay is given in lieu of notice, this payment shall be in addition to any termination allowance to which the employee may be entitled under paragraph 7 of this Section.
4. Notwithstanding the provisions of paragraph 2 above, the Company may retain any employee of less than one (1) year's seniority who would otherwise be laid off if it finds that no employee with greater seniority is readily available who is capable of performing the work of such employee. Any dispute regarding the application of this paragraph shall be subject to Article XI, Grievance Procedure, and Article XII, Arbitration.
5. Notwithstanding the provisions of paragraph 2 above, the Union and the Company may, by mutual agreement, establish some alternative procedure for accomplishing any force adjustment which may be necessary.
6. Where force needs require the filling of any vacancies created by a layoff, the Company will fill such vacancies by selecting for transfer lower seniority employees who are qualified, who may readily be released from their existing positions, and whose transfer does not involve unreasonable geographical moves. The wage treatment of employees involved in such transfers will be in accordance with the provisions of Exhibit II, Wage Rates and Wage Treatment, of this Agreement, subject to Section 2 of this Article.
7. (a) A regular employee who is laid off shall receive a termination allowance computed on the employee's basic weekly wage rate as follows:
  - (1) If the employee has five (5) or less years of net credited service, one (1) week's pay for each completed year of

service.

- (2) If the employee has more than five (5) but not more than fourteen (14) years of net credited service, five (5) weeks' pay plus two (2) weeks' pay for each completed year of service after the fifth year.
- (3) If the employee has more than fourteen (14) years of net credited service, twenty-three (23) weeks' pay plus three (3) weeks' pay for each completed year of service after the fourteenth year; provided, however, that in no event shall a termination allowance exceed fifty-two (52) weeks' pay.

- (b) In addition to a termination allowance computed as provided in (a) above, an employee who is laid off will receive a payment in lieu of any vacation which he would have been entitled to begin at the time of layoff.
- (c) If an employee who has been laid off and has received a termination allowance is rehired and if the number of weeks upon which the termination allowance was computed is greater than the number of weeks since the date of layoff, the amount of the allowance applicable to the excess number of weeks shall be regarded as an advance to the employee, and the employee shall repay such amount to the Company through weekly payroll deductions at the rate of 10% of his basic weekly wage.
- (d) If an employee is once laid off and receives a termination allowance and is later rehired, there shall be deducted from any termination allowance payable to him in the event of any subsequent layoff the amount of the previous termination allowance which has been received and retained by the employee.

- 8. (a) In rehiring in any area in any occupational classification following a layoff, the Company will offer reemployment to employees who have been laid off in that area in that occupational classification in the inverse order in which said employees were laid off, subject to the provisions of this paragraph. The Company will have fulfilled its obligation hereunder with respect to any laid-off employee, by offering reemployment by registered mail addressed to the laid-off employee's latest address as shown by the records of the Company. Any such laid-off employee must respond and be available for reemployment within fourteen (14) days after the date of the offer; otherwise the laid-off employee shall be deemed to have refused reemployment and the Company's

obligation under this paragraph shall be terminated. There shall be no obligation to offer reemployment to any employee who has been laid off more than one (1) year. It shall be the responsibility of laid-off employees to inform the Company of changes in address.

- (b) Any laid-off employee offered reemployment must be able to meet the requirements of the available job at the time such offer is made. Each such laid-off employee shall be required to take and pass a physical examination but shall not be required to take any other test or examination as a prerequisite to his reemployment.
  - (c) In rehiring in any occupational classification after a layoff, the Company, to the extent that it finds it practicable and reasonable to do so, will transfer to their former occupational classifications those qualified employees who had been transferred at the time of the layoff. In making such transfers the Company will consider the qualifications of the employees involved and whether the force situation permits such transfers.
  - (d) Notwithstanding the provisions of this paragraph, in the case of emergency, employment may be given for the duration of the emergency to any applicants who can meet the requirements of the available jobs, provided, however, that if the emergency work lasts for more than one (1) week, employees who have been laid off will be given an opportunity to become employed on the job created by the emergency.
9. The term "area" as used in paragraphs 2 and 8 above shall mean and include the following six (6) Company operating areas: Central Area, Essex Area, Hudson Area, Northern Area, Raritan Area and Southern Area, as shown in Exhibit V.

## ARTICLE VIII

### SEPARATIONS FROM THE SERVICE -- OTHER THAN LAYOFFS

Section 1. The Company agrees to review and discuss in any desired detail, when requested by the Union, a case of any Plant Department or Engineering Department nonsupervisory employee who has been or is about to be demoted, separated from the service of the Company or suspended. The Company also agrees to orally advise the local Union Steward or alternate of any separation or suspension not later than the third workday following the employee's separation or suspension, but failure to give such notice will not invalidate any action taken. If desired by the Union, the procedure outlined in Article XI, Grievance Procedure, shall be applicable to this Section.

**Section 2.** In the event that any regular employee with more than nine (9) months of net credited service claims to have been discharged, demoted or suspended without just cause, such claim shall first be reviewed in accordance with the procedure prescribed in Article XI, Grievance Procedure.

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

In the event that the parties are unable to agree on the question as to whether the employee involved was discharged, demoted or suspended without just cause, the Union may, upon written request served on the Company within thirty (30) days after the provisions of Article XI, Grievance Procedure, have been exhausted, require that the question at issue be submitted to arbitration pursuant to provisions of Article XII, Arbitration.

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

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

**Section 3.** In the case of separations from the service of the Company, other than layoffs which are covered separately in Article VII, Force Adjustments and Termination Allowances, of this Agreement, the Company agrees that the following conditions of notice and other treatment shall apply:

- (a) Where the separation does not involve an allegation of misconduct, the employee shall be given two (2) weeks' prior notice or two (2) weeks' pay in lieu thereof.
- (b) Separations involving allegations of misconduct often require that the employee cease working immediately. Separations of this nature may be presented by the Union as grievances under Section 1 of this Article either before or after the actual separation has become effective, but must be presented within two (2) weeks of the time the employee ceases work. If, following the review of such a separation in

accordance with the provisions of Section 1 of this Article, it is agreed by the Union and the Company that the employee was guilty of misconduct, but the Company agrees to give him another chance in its employ, either in the same or some other occupational classification, the employee shall not be reimbursed for any time during which he was suspended or off the payroll. If, on the other hand, following the review of such a separation, it is agreed by the Union and the Company that the employee was not guilty of misconduct, he shall be restored to the payroll with the same seniority status and in the same occupational classification in which he was previously employed, and he shall be reimbursed in the amount of his authorized weekly pay for all time during which he was suspended or off the payroll.

## ARTICLE IX

### CHECKOFF AUTHORIZATION

Section 1. The Company shall collect through payroll deduction, in the amount certified by the Treasurer of the Union, regular Union membership dues or an amount equivalent thereto, in accordance with an authorization signed by the employee, and shall pay over to the Union weekly the total amount of monies thus deducted. Employee authorization for such deduction shall be executed on a payroll deduction form, a copy of which is attached to this Agreement as Exhibit IV. However, with respect to employees who have signed Payroll Deduction Authorizations previous to the effective date of this Agreement, the Company will continue to honor those authorizations.

Deductions for such amounts shall be made from the wages paid to employees each payroll week. When sufficient pay is not available in any payroll week, they shall be deducted, when pay is sufficient, in any succeeding payroll week ending in the same month or the following month but not thereafter.

Section 2. Cancellation by an employee of authorization for such payroll deductions shall be effected by written notice to the Company, signed by the employee and addressed to the Director-Payroll and Cost; upon receipt thereof the Company shall honor any such cancellation. An employee's authorization shall be automatically canceled when the employee leaves the employ of the Company or is transferred or promoted out of the bargaining unit.

Section 3. The Company shall furnish the Union weekly a record of the total amounts deducted. In addition, the Company will furnish a list of names and reporting center addresses of employees who are engaged, reengaged or transferred into the bargaining unit.

## ARTICLE X

### INTERPRETATION AND PERFORMANCE

Section 1. Within thirty (30) days after a controversy arises over the true intent and meaning or application, in a particular instance, of any provision of this Agreement that the parties mutually agree requires expeditious handling and resolution, the parties may agree, in writing, to waive the provisions of Article XI, Grievance Procedure, and to call a conference between the Executive Board of the Union and representatives of the Company. At any such conference the Union shall identify by Article and Section the particular provision(s) of the Agreement at issue. The conference will be held within seven (7) days of the parties' written agreement.

Section 2. If, after such a conference, there is still a controversy regarding the true intent and meaning or the application in a particular instance of any provision of this Agreement, then either party may institute arbitration proceedings as specified in Article XII, Arbitration, below, for the purpose of securing a decision on the matter or matters in controversy; provided further that, if either the representatives of the Company or the representatives of the Union fail to attend the conference called to discuss such controversy, then arbitration proceedings as specified in Article XII, Arbitration, may be initiated only by the party attending the conference. The subject of discussion shall be considered closed if neither party institutes arbitration proceedings as specified in Article XII, Arbitration, within thirty (30) days of the date on which the interpretation and performance conference was held.

## ARTICLE XI

### GRIEVANCE PROCEDURE

Section 1. Grievances of individual members or groups of members of the Union, and grievances of members who have been separated from the employ of the Company, may be presented initially for adjustment by the Union, either orally or in writing, within thirty (30) days after the grievance arose, to the immediate supervisor of the aggrieved member or members, or to any other supervisor having authority over the matter, up to and including the Director or equivalent force head. The grievance shall be settled as expeditiously as possible; if it is not adjusted satisfactorily at the Director level within fourteen (14) days, the case shall be considered closed unless the Union takes an appeal as provided in Section 2 below.

Section 2. If the grievance is not satisfactorily adjusted under the provisions of Section 1 above, the Union may appeal the grievance either orally or in writing, setting forth the Union's position with respect to such grievance, within fourteen (14) days after discussions have been concluded under Section 1 above to the Director level supervisor, or equivalent force head, of

the employee or employees concerned. Conferences shall be held promptly between the Union representatives and Company representatives at this level in an effort to reach a satisfactory adjustment of the grievance. The grievance shall be settled as expeditiously as possible; if the grievance is not adjusted at this level within fourteen (14) days, the case shall be considered closed unless the Union takes an appeal as provided in Section 3 below.

Section 3. If the grievance is not satisfactorily adjusted under the provisions of Sections 1 and 2 above, the Union may appeal the grievance by written notice, which notice shall set forth the Union's position with respect to such grievance, to the Director-Labor Relations designated by the Company within fourteen (14) days after discussions have been concluded under Section 2 above. Conferences shall be held promptly between the Union and the Company representatives, or such other representatives as either party may select, in a further effort to reach a satisfactory adjustment of the grievance. Fourteen (14) days shall be allowed for adjustment of the grievance at this level. If a satisfactory adjustment is not reached, the Company, within fourteen (14) days after discussions have been concluded at this level, shall submit to the Union in writing a final statement of its position. The case shall then be considered closed unless the grievance is arbitrable and arbitration proceedings are initiated under the provisions of Article XII, Arbitration, within thirty (30) days after the period allowed for adjustment at this level.

Section 4. If any grievance involving a controversy over the true intent and meaning or the application, in any particular instance, of any provision of this Agreement, is not satisfactorily adjusted under the provisions of Sections 1 and 2 above, the Union's written notice to the Director-Labor Relations appealing the grievance specified in Section 3 above shall identify, by Article and Section, the particular provision(s) of the Agreement at issue.

Section 5. When a matter involving a member or members of the Union has been referred to the management for adjustment, by a representative of the Union, the management will not discuss any phase of the question with the member or members, nor will it impart to such member or members any information pertaining to the matter, without first affording the representative of the Union an opportunity to be present, at a time and place mutually agreeable to the Union and the Company. In a case of this nature, the Company will advise the Union of all of its decisions relative to the questions before notifying the member or members concerned.

Section 6. It is expressly provided, however, that nothing in this Article shall in any manner affect the right of any individual employee or group of employees to present grievances directly to the Company and to have them adjusted, provided such adjustment is not inconsistent with this Agreement or with any applicable law. Any such grievance shall be submitted in the manner provided in Section 1 above, and may be appealed by the employee

or employees concerned in the manner provided for in Sections 2 and 3 above. However, if any grievance presented by an employee or group of employees involves a question of interpretation or application of this Agreement, which upon determination may establish a precedent, or involves a matter appropriate for collective bargaining, the Company shall immediately notify the Union and the Union shall be entitled to be present and participate in the discussions and disposition of such grievance.

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

Section 8. In the interest of adjusting grievances at the lowest possible level, settlements of grievances shall not constitute a precedent for settlement of other grievances. A settlement arrived at in the course of the grievance procedure shall be limited to the specific occurrence out of which the grievance arose and to the particular employee or employees for whom the grievance is presented. The settlement shall be modified or voided only if the circumstances change and after discussion at the same level.

Section 9. Neither the Company nor the Union will attempt by means other than the grievance procedure to bring about the settlement of any issue which is properly a subject for disposition through the grievance procedure. In the event of any unauthorized slowdown, boycott of overtime, or any other form of strike, and without prejudice to the right of the Company to seek any lawful remedy, the Union president (or another Union officer in his absence) shall immediately:

- Notify participating employees that the conduct is in violation of the Agreement between the Union and the Company.
- Instruct participating members to resume normal operations at once.

## ARTICLE XII ARBITRATION

Section 1. Only the matters specifically made subject to arbitration in Article VII, Force Adjustments and Termination Allowances, Section 4, paragraph 4;

Article VIII, Separations From the Service -- Other Than Layoffs, Section 2;

Article X, Interpretation and Performance, Section 2;

Article XI, Grievance Procedure, Section 4;

Article XV, Changes in the Verizon Pension Plan and the Sickness and Accident Disability Benefit Plan, Section 3;

Article XVI, Seniority in Promotions, Section 4; and Article XXII, Verizon Services Transfer Plan and Intercompany Job Bank Program; shall be

arbitrated. No demand for arbitration of any matter shall be made more than 150 days after the matter was first presented to the Company for adjustment, but if there is a relevant shorter time limitation provided in this Agreement, such shorter limit shall apply.

Section 2. The Board of Arbitration in its decision shall be bound by the provisions of this Agreement and shall not have the power to add to, subtract from, or modify any provision of this Agreement.

Section 3. The Procedure for Arbitration is set forth in Exhibit III attached to and made a part of this Agreement.

### ARTICLE XIII

#### AMENDMENTS

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

### ARTICLE XIV

#### WORK BY SUPERVISORS

Section 1. Plant Department supervisors of the grade of foreman or higher, in the Vocational forces and in the Buildings and Supplies field forces, will not do work of the type ordinarily done by employees under their supervision, except in emergencies as defined in Section 2 hereof, and in cases of service restoration where no qualified workman can be reached.

Section 2. As used in Section 1 above, "emergencies" shall be situations involving actual or immediately potential interruptions of telephone service, safety of or injury to human beings, and public safety.

Section 3. Plant Department and Engineering Department clerical supervisors of the grade of Chief Clerk, Assignment Supervisor or higher will not, in the absence of one of their nonmanagement subordinates, do the work of such nonmanagement subordinates except in emergencies as defined in Section 2 hereof, and in situations where no qualified clerical employee can be reached.

Section 4. The provisions of Section 1 of this Article shall not apply in those cases where supervisors are assigned to do vocational work for their training on projects involving new developments or major changeovers. When supervisors are so assigned for training, no reduction in the normal

assignment of nonmanagement people to the office or force group involved will be made on account of such assignment.

#### ARTICLE XV

##### CHANGES IN THE VERIZON PENSION PLAN AND THE SICKNESS AND ACCIDENT DISABILITY BENEFIT PLAN

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

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

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

#### ARTICLE XVI

##### SENIORITY IN PROMOTIONS

Section 1. When selecting employees for promotion to jobs within the bargaining unit which have a higher maximum basic weekly wage rate, the Company will consider ability, aptitude, attendance, physical fitness for the job, and proximity to the assignment. When such qualifications are substantially the same as between two (2) or more individuals, the employee having the greater seniority shall be offered the promotion. For this purpose, seniority shall be based upon net credited service.

Section 2. The procedure set forth in Section 1 shall be applied separately to employee groups consisting of (a) Vocational, Buildings, Supplies and Motor Vehicle employees and (b) Clerical employees. If an employee in group (b)

has met the standards of and satisfactorily passed the preemployment tests for group (a) classification, such employee shall be considered as within group (a) for purposes of administering this Article. The Company shall not deny any employee who otherwise meets the qualifications for group (a) consideration the opportunity, upon request, to take preemployment tests for such classification.

Section 3. The provisions of Sections 1 and 2 of this Article shall not apply to employees assigned to vocational work for their training or to those hired on a temporary basis.

Section 4. Any dispute regarding the application of Sections 1 and 2 of this Article which is not resolved through the grievance procedure may be submitted to arbitration, as provided in Article XII, Arbitration, of this Agreement, but in that event, the decision of the Company shall be controlling unless the Company is shown to have acted arbitrarily or in bad faith.

## ARTICLE XVII

### AGENCY SHOP

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

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

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

following his 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.

Section 3. The Company may inform employees and applicants for employment of their rights and obligations under the provisions of this Article.

Section 4. The Company shall not be required to discharge or otherwise discriminate against any employee under the provisions of this Article (1) if Union membership is not available to the employee on the same terms and conditions generally applicable to other employees or (2) if Union membership is denied or terminated for reasons other than the failure of the employee to tender periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

#### ARTICLE XVIII

##### NONDISCRIMINATION

Section 1. 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, gender, age or national origin or because the employee is handicapped, a disabled veteran or a veteran of the Vietnam era.

Section 2. The use of masculine or feminine gender in this Agreement shall be construed as including both genders and not as gender limitations.

#### ARTICLE XIX

##### UNION REPRESENTATION

At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge) is to be announced, a Union representative may be present if the employee so requests.

#### ARTICLE XX

##### TECHNOLOGY CHANGE COMMITTEE

The Company and the Union recognize that technological changes in equipment, organization, or methods of operation have a tendency to affect job security and the nature of the work to be performed. The parties, therefore, will attempt to diminish or abolish the detrimental effects of any

such technological change and have established a joint committee to be known as the Technology Change Committee to oversee problems and recommend solutions of problems in this area as set forth below.

The Committee will consist of not more than three (3) representatives of the Company and not more than three (3) representatives of the Union. Such Committee may be convened at the option of either party at mutually agreeable times, at least two (2) times each year.

The purpose of the Committee is to provide for discussion of major technological changes (including changes in equipment, organization, or methods of operation) which may affect employees represented by the Union. The Company will notify the Union at least three (3) months in advance of planned major technological changes. Meetings of the Committee will be held as soon thereafter as can be mutually arranged. At such meetings, the Company will advise the Union of its plans with respect to the introduction of such changes and will familiarize the Union with the progress being made.

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

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

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

## ARTICLE XXI

### NEW AND RESTRUCTURED JOB TITLES

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

1. The Company shall notify the Union in writing of such new or restructured job title and furnish a description of the duties and the wage rates and schedules initially determined for such job title(s) which shall be designated as temporary. Following such notice to the Union, the Company may proceed to staff such title(s).
2. The Union shall have the right, within thirty (30) days from the receipt of notice from the Company, to initiate negotiations concerning the initial wage rates or schedules established by the Company.
3. If negotiations are not so initiated, the initial wage rates and schedules set by the Company shall remain in effect and the temporary designation removed.
4. If agreement is reached between the parties within the sixty (60) days following the Union's receipt of notice from the Company concerning the initial wage rates and schedules, the agreed upon wage rates and schedules shall become effective retroactive to the date of the initial notification.
5. If negotiations are initiated pursuant to Section 2, and if the parties are unable to reach agreement within sixty (60) days following receipt of notice from the Company, the Union may, within thirty (30) days of the expiration of the sixty (60) day negotiation period demand that the issue of an appropriate schedule of wage rates be submitted for resolution to a neutral third party. No later than seven (7) days before the end of the sixty (60) day negotiation period, each party will submit its final proposed schedule of wage rates to the other which shall not thereafter be changed.
6. The neutral third party shall be selected by mutual agreement from among those who possess acknowledged expertise in the area of employee compensation. The parties may submit all evidence deemed relevant to the issue to the neutral third party. At the request of either party, a hearing shall be held to receive such evidence. Any such hearing shall be held within thirty (30)

days after the matter is referred to the neutral third party. Upon completion of the hearing and at a time to be determined by the neutral third party, a Company representative and a Union representative shall meet with the neutral third party and attempt to reach agreement on an appropriate wage rate. In the event that a different schedule of rates is agreed to by the parties, a new schedule shall be placed in effect retroactive to the date of the initial notification, except in no event shall the retroactive effect exceed one hundred and fifty (150) days. If agreement is not reached the neutral third party shall promptly render a written decision. If the neutral third party determines that a different schedule of rates is appropriate, the Company shall have the option of rescinding the job restructure, but in any event the new schedule of rates determined by the neutral third party shall be given retroactive effect as described above.

7. If the wage rate and schedule for a restructured job title is reduced, the reduction in pay for those employees in such job title at the time notice is provided to the Union in accordance with Section 1, will be done in accordance with Article VII, Section 2, Reassignment Pay Protection Program, paragraph (A). If the initial wage rate and schedule is modified as a result of negotiation or a decision by a neutral third party, and the effective wage rate remains lower than the wage rate prior to restructuring of the job title, appropriate adjustment will be made.
8. When a neutral third party is called upon to determine the appropriate wage rate and schedule for a restructured job after Company notification as described in Section 1, or after the Union initiates the negotiations described in Section 11 claiming that duties have been added to or deleted from a job which are of a nature substantial enough to warrant a change in the existing wage rate, the analysis shall be conducted by comparing the changed and unchanged content of a given job title utilizing seven (7) criteria in the following manner:
  - A. A determination shall be made of the nature of the change, if any, in the characteristics of the knowledge and skill requirements of the job title. Such determination shall include, at least, but not be limited to, judgments about changes in:
    - (1) the type and extent of training and experience required to be qualified for the position;
    - (2) the body of rules and procedures that must be mastered;
    - (3) the nature of data or operating conditions that must be

understood and interpreted; and

- (4) the extent to which the work requires sequences of increasingly complex bodies of information to complete assignments.

B. A determination shall be made of the nature of the change, if any, in the characteristics of the level of the inherent difficulties of analyses that must be performed by the employee. Such determination shall include, at least, but not be limited to, judgments about changes in:

- (1) the nature and extent of variability in the job duties;
- (2) the degree of clarity, ambiguity of problem conditions or ingenuity faced in the course of work;
- (3) the complexity of interrelationships among situations that need to be understood in order to resolve the problems that must be addressed in the job; and
- (4) the number of different factors or sources of information that must be taken into account in the analyses required to perform the job.

C. A determination shall be made of the nature of the change, if any, in the characteristics of the manner in which the work is directed and supervised. Such determination shall include, at least, but not be limited to, judgments about changes in:

- (1) the level of detail provided in instructions;
- (2) the level of discretion permitted in determining what is to be done and how it is to be done; and
- (3) the nature and frequency of supervisory review of the results of the work performed.

D. A determination shall be made of the nature of the change, if any, in the characteristics of the level of physical demands placed on the employee in the position during the regular performance of the job. Such determination shall include, at least, but not be limited to, judgments about changes in:

- (1) the identification of the form or forms of the physical demand;

- (2) the extent of continuity of the demand; and
  - (3) judgment about the relative impacts upon the employee of differing forms of physical exertion required by the job.
- E. A determination shall be made of the nature of the change, if any, in the physical environment in which the work is performed. Such determination shall include, at least, but not limited to, judgments about changes in:
- (1) exceptional stresses;
  - (2) risks to health or safety; or
  - (3) discomforts in the physical environment.
- F. A determination shall be made of the nature of the change, if any, in the extent of dexterity, if the position requires continuous hand movements or eye/hand coordination in order to satisfactorily perform the job.
- G. The parties disagree on the relevance of the factor responsibility for equipment, tools, facilities, service and operations. It is agreed that the parties are free to argue their position on this factor and the arbitrator will decide its weight. Neither party will argue the importance of this factor as it relates to cost or loss to the Company from poor performance or negligence.
9. While it is not intended that the neutral third party undertake a full and complete job evaluation study, other job titles and their wage schedules should be reviewed for comparison purposes. The comparative review shall be only among the titles of the employee group within which the disputed job title is listed unless the restructure involves a job duty that also is performed by a title in another group or was reassigned from a title in another group as part of the restructure. The neutral third party may make an on-site inspection of the work place and conduct a reasonable number of interviews of incumbents.
10. When conducting the comparative review described in Section 9, the neutral third party shall, in addition to any other comparative analysis performed, utilize the seven (7) criteria specified in Section 8 to determine similarities and differences in job content between the job title in dispute and the job title(s) having the immediately next higher maximum basic weekly or hourly wage rate within the employee group and the title(s) from any other group which also performs or performed the same duty. If the job title in dispute is already at the highest maximum basic weekly or hourly wage rate, the comparisons of similarities and differences

in job content using the seven (7) criteria shall be made with other titles at the highest weekly or hourly wage rate within the employee group or, if there are no others, with job title(s) at the immediately next lower maximum basic weekly or hourly wage rates and the title(s) from any other group which also performs or performed the same duty.

11. In the event the Union believes that the Company has restructured a job title by adding or deleting job duties of a nature substantial enough to warrant a change in the existing wage rates and schedules for such job title, it shall promptly notify the Company and initiate negotiations with the Company concerning the issue of wage rates and schedules. The parties shall have sixty (60) days to complete negotiations and the provisions of Sections 4, 5 and 6 shall apply.
12. The neutral third party shall not modify an existing schedule of wage rates for a job title without, at minimum, describing in writing how the application of the criteria in the manner described in Sections 8, 9 and 10 demonstrates that the addition or deletion of job duties in that title results in a change of a nature substantial enough to warrant a different wage rate.
13. The procedures set forth in this Article shall be the exclusive means by which the Union may contest the schedule of wage rates which the Company sets for any new or restructured job title.
14. For purposes of this Article, a restructured job involves a job title which is currently populated by employees at the time of restructuring. However, the parties have not defined a substantial change and the neutral third party has the discretion to determine that issue based upon any or all of the factors described in Section 8.
15. The cost of the neutral third party shall be borne one-half by the Company and one-half by the Union.

## ARTICLE XXII

### VERIZON SERVICES TRANSFER PLAN AND INTERCOMPANY JOB BANK PROGRAM

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

Parties to this Agreement are Verizon Services Corp., Verizon

**Pennsylvania Inc., Verizon Delaware Inc., Verizon Washington Inc., Verizon Maryland Inc., Verizon Virginia Inc., Verizon West Virginia Inc., Verizon New Jersey Inc.** (hereinafter referred to as "Sponsoring Employers") and the Unions currently representing employees of the Sponsoring Employers (hereinafter referred to as "Participating Unions").

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

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

The Intercompany Job Bank will have as its goal the matching of force surplus in any of the Sponsoring Employers with the employment needs of other Sponsoring Employers.

All movement of personnel within a Sponsoring Employer (laterals, promotions, downgrades, or others) and obligations, if any, to recall former employees of that Sponsoring Employer shall take priority over any moves under the Intercompany Job Bank.

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

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

existing work location) is required.

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

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

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



## ATTACHMENT B

### INTERBARGAINING UNIT INCOME PROTECTION PLAN

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

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

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

## ARTICLE XXIII

### UNION LEAVES OF ABSENCE

The total cumulative period of leave of absence for Union business shall be counted as service credit in terms of employment.

Standard fringes as follows:

MEP/MCN.....	Company pays
Dental, Vision.....	Company pays
Basic Group Life Insurance.....	Company pays
Dependent Group Life Insurance....	Employee pays
Pension Base.....	NCS date

The employee is also eligible for tuition aid through the Company's Tuition Assistance Plan.

## ARTICLE XXIV

### SAFETY ADVISORY COMMITTEE

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

To achieve the above principles, the Company and the Union have established an advisory Committee on safety principles at the Company headquarters level. The Committee shall consist of not more than three (3) representatives each from the Company and the Union (to be appointed by the Company and the Union respectively). This Committee shall meet from time to time as required.

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

ARTICLE XXV

DURATION OF THE AGREEMENT

This Agreement shall be effective as of **October 27, 2000**, and shall continue in effect until **11:59 P.M., August 2, 2003**, and thereafter unless terminated by sixty (60) days prior written notice given by either party to the other, expressly stating its intention to terminate this Agreement, in which case it shall be terminated sixty (60) days following the receipt of such notice.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

**LOCAL 827, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO**

By (Original Signed)  
**William D. Huber, President/Business Manager**

By (Original Signed)  
**Dominic Turdo, Vice President**

By (Original Signed)  
**Dennis E. Sheridan, Recording Secretary**

By (Original Signed)  
**David F. Exner, Treasurer**

**VERIZON NEW JERSEY INC./VERIZON SERVICES CORP.**

By (Original Signed)  
**William C. Hart, Director-Labor Relations**

## EXHIBIT I -- WORKING CONDITIONS

### Section 1 -- General

Management has agreed that it will appoint no employees as acting supervisors in the future. This does not prohibit assigning an employee to a Temporary Administrative Assignment when a management employee is not available.

Working hours and daily schedules of employees will be arranged to fit the needs of the service. Employees will be required to work overtime and during nonscheduled periods when the necessities of the service demand such work. In administering the requirement to work overtime, the Company will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned. However, an employee will be required to work no more than a total of ten (10) hours overtime in any payroll week during seven (7) calendar months in each of the years 2000, 2001, 2002 and 2003 no more than a total of fifteen (15) hours overtime any payroll week during the remaining five (5) calendar months in those years except in case of emergency, long-term service difficulties or if the employee consents to such overtime. The Company shall specify the months in which each of the above overtime limitations will apply. No provision of this Exhibit shall constitute a guaranty as to the minimum or maximum number of hours of work per week which may be required on the part of any employee.

An "emergency" is an event of national importance, fire, explosion, or other catastrophe, severe weather conditions, major cable and equipment failures, or an act of God.

The parties recognize that service difficulties for an extended period may develop from time to time during which suspension of the above overtime limitations would be appropriate. In the event such service difficulties develop, the Company and the Union will meet to discuss the problem and determine how to best deal with the situation.

### Section 2 -- Definitions

#### Group "A" Employees\*

Group "A" employees are:

- (a) Vocational employees
- (b) Buildings, Supplies, and Motor Vehicle employees
- (c) Those clerical employees whose work is directly associated with and

whose tours of duty are similar to those of the groups listed above.

#### Group "B" Employees\*

Group "B" employees are:

- (a) Employees engaged in clerical work other than those in Group "A".
- (b) Circuit Layout Assigners
- (c) Drafting Personnel
- (d) Service Analysts

\* Lists are included in Exhibit II, Wage Rates and Wage Treatment, showing Group "A" and "B" employees by title.

#### Building Cleaners

Work assignments in central offices for Building Cleaners (Day), Building Cleaners (Evening) and Part Time Cleaners may include locations such as terminal rooms, operating rooms, and equipment rooms. Their duties will not include the handling of fire extinguishers, ladders over six (6) feet in length, heavy waxing machines, or the performance of other heavy work normally done by Plant Cleaners. Also, Building Cleaners will not operate, clean, or in other ways service electrical apparatus or accessories not specifically related to cleaning operations.

#### Part-Time Employee

Effective January 1, 1981, "part-time employee" shall mean one who is employed and normally scheduled to work less hours per average month than a comparable full-time employee in the same job title, classification and work group working the same normal daily tour.

#### Basic Workweek

- (a) For Group "A" employees, except Building Cleaner (Evening), a basic workweek consists of five (5) full tours (forty (40) hours) which may be scheduled from Sunday to Saturday, inclusive. The basic workweek for Building Cleaner (Evening) consists of five (5) full tours (thirty-five (35) hours) which may be scheduled from Sunday to Saturday, inclusive. This exception for Building Cleaner (Evening) shall apply in the cases of Exhibit I, Working Conditions, Section 2, under the heading Working Day, paragraph (2), Night Tours, and of Exhibit II, Wage Rates and Wage Treatment, Section 1, under the heading General, subparagraph (a).

- (b) For Group "B" employees, a basic workweek consists of thirty-five (35) hours, which may be scheduled from Sunday to Saturday, inclusive.

#### Working Day

- (a) Group "A" Employees

(1) Day Tours

A full day's work or full tour consists of eight (8) hours divided into two (2) periods, not necessarily of the same length, and separated by not more than one (1) hour. A half tour is four (4) hours. For this purpose, tours which extend less than two (2) hours before or after the regular working hours of the day force (8:00 A.M. to 5:00 P.M.) shall be considered as day tours. Outside construction forces will be permitted to shorten their lunch period to one-half hour with an appropriate change in the regular working hours of the day unless otherwise required by local conditions.

(2) Night Tours

A night tour is a tour of duty requiring four (4) or more hours of work before or after the regular working hours of the day force (usually between 8:00 A.M. to 5:00 P.M.). A full night tour is eight (8) hours, including a lunch period of not more than thirty (30) minutes. Part tours will not be assigned at night as part of the basic workweek.

- (b) Group "B" Employees

(1) Day Tours

A full day's work or full tour consists of seven (7) hours, divided into two (2) periods, not necessarily of the same length, and separated by not more than one (1) hour. A half tour is three and one-half (3-1/2) hours. For this purpose, tours which extend less than two (2) hours before or after the regular working hours of the day force (usually between 8:00 A.M. to 5:00 P.M.) shall be considered as day tours.

(2) Night Tours

A night tour is a tour of duty requiring four (4) or more hours of work before or after the regular working hours of the day force (usually between 8:00 A.M. to 5:00 P.M.). A full night tour is seven (7) hours, including a lunch period of not more than thirty (30) minutes. Part tours will not be assigned at night as part of the

basic workweek.

#### Part Tours

A part tour is a continuous assignment of at least four (4) hours' duration.

Part tours will not be used in connection with assignments to Plant School or for routine day-to-day operations.

Part tours will be limited to specific work assignments such as television pick-ups, cutovers, changes at central offices associated with cutovers, the setting up or dismantling of "Telephone Showcase" and assignments of a similar nature. Employees will do only the work operations for which the part tour was assigned and will be excused when such work operations are completed.

#### Scheduled Days and Scheduled Hours

Scheduled days and scheduled hours are those days or hours on which an employee is regularly assigned to work or which are assigned in accordance with the provisions contained hereinafter in this Exhibit under Section 6, Work Time Schedules.

#### Nonscheduled Days and Nonscheduled Hours

Nonscheduled days or part days or hours are those days, part days or hours for which no working time has been assigned, as covered under Scheduled Days and Scheduled Hours.

#### Reporting Place

For the line forces and for drivers of motor vehicles the garage, work center, or other Company facility designated for garaging shall be their reporting location.

For employees who regularly work in Company buildings, such as a central office, the building will be their reporting place.

For employees who report at field locations within a given area, the central point in that area will be their reporting place.

Management will discuss with any employee or group of employees, together with their representatives, if desired, the location or locations which have been designated as reporting places.

#### Sunday Hours

Sunday hours are defined as all hours between Midnight Saturday night and

Midnight Sunday night.

#### Holiday Hours

Holiday hours are defined as all hours between Midnight of the day preceding a holiday and Midnight of the holiday. Holidays are designated hereinafter in this Exhibit.

#### Straight Time

Straight time is time paid for at the basic hourly wage rate within the basic workweek, or within the basic workday. In addition, the straight-time rate is paid to Group "B" employees for any overtime worked within the limits of eight (8) hours on a scheduled day except on a holiday.

#### Overtime

Overtime is time worked in excess of the basic workweek or in excess of the basic workday, and, except on holidays, is paid for at time and one-half when the total time worked exceeds forty (40) hours per week or exceeds eight (8) hours per day.

### Section 3 -- Vacations

#### Schedule of Vacation Periods

Vacation periods with pay shall be granted in each calendar year subject to the following service factors and to the other provisions on entitlement hereinafter set forth:

- |  |             |
|--|-------------|
| (a) Employees engaged on or after July 1 of the current year--   | No Vacation |
| (b) Employees who will complete six (6) months of net credited service on or before December 31 of the current year--          | One Week    |
| (c) Employees who will complete twelve (12) months of net credited service on or before December 31 of the current year--      | Two Weeks   |
| (d) Employees who will complete seven (7) or more years of net credited service on or before December 31 of the current year-- | Three Weeks |

- |   |            |
|---|------------|
| (e) Employees who will complete fifteen (15) or more years of net credited service on or before December 31 of the current year--     | Four Weeks |
| (f) Employees who will complete twenty-five (25) or more years of net credited service on or before December 31 of the current year-- | Five Weeks |

#### Determining Vacation Allowances

##### One and Two Weeks

The engagement date from which service has been continuous shall be used in determining the vacation allowance of one (1) or two (2) weeks with the understanding that leaves of absence and periods of disability absence shall not affect the continuity of service. For employees transferred to this Company, net credited service shall be used to determine vacation eligibility.

##### The Third, Fourth and Fifth Weeks

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

##### Employees Entitled to Vacation

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

- (a) No employee shall begin the first week of a vacation prior to the completion of at least six (6) months of continuous service from the date of engagement nor begin the second week of a vacation prior to the completion of at least twelve (12) months of continuous service from the date of engagement except as the needs of the service, as determined by the Company, indicate otherwise.
- (b) When an employee is unable to take a previously scheduled vacation for reasons beyond his control, such as accident, sickness disability, jury duty, etc., the Company, after the employee has returned to work, will reschedule the vacation within the calendar year. In the event there is not sufficient time remaining in the calendar year to reschedule such vacation, or should such absence continue to the end of the year or extend into the following year, the Company will reschedule the vacation in the following year, or pay in lieu of vacation, at its option.
- (c) An employee who during the calendar year returns from a continuous period of absence of more than six (6) months due to leave of absence or layoff, shall not be eligible to a vacation in that year until the employee has completed six (6) months in the performance of duty after returning

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

- (d) Normally, vacations referred to in paragraphs (b) and (c) above will not be rescheduled consecutive with the employee's regular vacation for that year and will not be rescheduled until the employee returns to duty; however, such vacation may be rescheduled consecutively with the employee's regular vacation for that year subject to force conditions and the needs of the service as determined by the Company.

#### Vacation Period

- (a) Vacations shall be taken during the calendar year, except as specifically provided in this Section, and will not be considered cumulative at the option of the employee. Except as limited above, vacations will not be restricted to a particular season of the year.
- (b) When an employee is entitled to a vacation of more than two (2) weeks, the additional week or weeks may be assigned other than on a consecutive basis.
- (c) Employees who are eligible for two (2) weeks of vacation may select one (1) and employees who are eligible for three (3) or more weeks of vacation may select two (2) of those weeks to be taken on a day-at-a-time basis. If this is done, individual vacation days may be selected only after all selections of full weeks have been completed.

Individual vacation days may be selected and scheduled or employees must select reserve time for these days. Individual days selected but not taken prior to the reserve time must be taken during the reserve time. The period during which reserve time may be scheduled shall extend through March 31 of the following year.

Day-at-a-time vacation days shall not be included in the forty-hour week.

#### Holidays Falling Within Vacation Period

If a holiday falls within an employee's vacation period, time off with pay will be granted equal to the number of hours for which the employee would have been entitled to receive pay for the holiday. Such time off shall be assigned prior to the vacation period, but shall not necessarily be scheduled immediately preceding or following the vacation period.

### Advancement of Vacation Pay

Vacation prepayments of salaries and wages for vacation weeks will be made to employees within the week preceding vacation.

### Unused Vacation

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

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

### Section 4 -- Holidays

The following days have been designated as holidays for all employees:

New Year's Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Personal Holiday*

\* Personal Holiday may not be taken prior to the completion of six (6) months of net credited service.

The Personal Holiday may be selected on a normally scheduled Monday to Friday workday subject to the needs of the service as determined by the Company and must be taken through March 31st of the following year. Selection of the Personal Holiday will be on a seniority basis at the time vacation selections are first made. If an employee elects not to select a day for the Personal Holiday at that time, he may select a Personal Holiday at a later date on a first come, first served basis, providing his selection is submitted for supervisory approval. Selections not submitted by October 1 of the current year will be assigned by the Company.

When any of these holidays falls on a Sunday, the following Monday shall be observed instead. When any of these holidays falls on a Saturday, the Company shall designate for each employee another day (Monday to Friday) within the succeeding weeks through March 31st of the following year or it may designate the Saturday as the holiday to be observed for the employee. When another day has been designated for the employee but the employee then works on the Saturday holiday, the Saturday shall become the employee's holiday and the employee shall be excused for personal business without pay on the designated day.

A holiday which falls on a Monday through Friday will be included as part of the employee's basic workweek; however, a Saturday holiday may be included as part of the basic workweek at the option of the Company. An

employee scheduled to work on the holiday may be excused with pay at the option of the Company.

Regular employees who do not work on a holiday and who are paid for any other time in the workweek which includes the holiday will receive a holiday allowance equivalent to one (1) day's pay at the straight-time rate for the holiday; however, this shall not be construed to require the payment of an amount in excess of five (5) days' pay in any calendar week to any employee who has not worked any portion of that week.

An employee working on any of the observed holidays designated herein, shall receive a holiday allowance equal to one (1) day's pay at his straight-time rate in addition to any differentials provided for herein for which he may qualify. This holiday allowance is separate and apart from payment for time worked on a holiday.

All hours worked during the normal tour on observed holidays shall be paid for at time and one-half. Two and one-half times the straight-time rate shall be paid for all hours worked before or after or in excess of hours of a normal tour. The total payment shall be subject to the existing provisions for minimum payment for emergency work.

The normal tour for any employee on a holiday shall be the tour as shown on his posted schedule for that day or if not scheduled to work on that day, it shall be considered to be the same as his scheduled tour for the greater number of days of the week in which the holiday occurs.

#### Section 5 -- Excused Workdays

1. Each regular employee who has at least six (6) months of net credited service on January 1 of the current year shall be eligible for four (4) excused workdays with pay and one (1) excused workday without pay during the year. Excused workdays may be granted to regular full-time employees on a half-tour basis subject to the needs of the service.
2. Employees who do not work on their paid excused workday shall be paid for the day as if for a normal or standard day worked provided they are on the active payroll of the Company on that excused workday.
3. One (1) paid excused workday in each calendar year may be designated by the Company for employees in an administrative work group (as designated by the Company) or in any larger group, including the entire Company. Employees (except occasional employees) in any such group for which an excused workday is designated by the Company and who are not otherwise eligible for a paid excused workday shall be excused and paid for such designated day as set forth in paragraph 1 provided they are on the active payroll of the Company on the designated excused workday.

4. Employees who are on vacation or absent with pay on their paid excused workday for reasons other than having observed it as an excused workday shall have their paid excused workday rescheduled if a vacation day would have been rescheduled under the same circumstances.
5. If employees agree to work on their paid excused workday and the Company determines that the day cannot be rescheduled, they shall be paid as applicable in accordance with the following:
  - (a) Employees who agree to work before the work schedule becomes fixed shall receive one (1) day's pay as set forth in paragraph 2 in lieu of their excused workday and shall in addition be paid in accordance with the provisions of the collective bargaining Agreement covering work on a scheduled day of work.
  - (b) Employees who agree to work after the work schedule becomes fixed shall receive one (1) day's pay as set forth in paragraph 2 in lieu of their excused workday and shall in addition be paid in accordance with the provisions of the collective bargaining Agreement covering work on a nonscheduled day.
  - (c) Time worked by an employee on the excused workday shall be considered time worked on a regularly scheduled day of work for all purposes, except as is otherwise expressly provided herein.

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

## Section 6 -- Work Time Schedules

### Posting Work Time Schedules

In the case of those employees whose tours of duty come regularly within the same hours per day and the same days per week, no work time schedules will be posted.

In the case of those employees whose daily and weekly tours vary, work time assignments for each required day or half day of work for the week in question will be posted during the third week preceding the workweek involved, except that oral notice will be given those employees who do not have occasion to visit the location where the schedule would be posted.

When an employee is requested to work on Saturday and the assignment is not canceled prior to 8:00 P.M. of the preceding day, the employee shall be allowed to work at least a half tour.

The management and the Union agree that Sunday assignments should be kept to as low a number as will meet the service needs of the business.

Management agrees that insofar as feasible an employee who is scheduled to work a full Sunday assignment shall have all of the workdays in that week scheduled on consecutive days except when the workweek contains a Monday through Friday holiday. In pursuance of this agreement, management will give to the Union, four times each year, on or about the first day of January, April, July and October, a schedule showing for each force in each district the number of employees that will be required for Sunday work. Where seasonal factors require it, this schedule will cover Sundays by specific dates or groups of dates. It is mutually agreed that the number of employees indicated on this schedule for any given Sunday shall be the maximum that will be scheduled for a Sunday tour as part of their basic workweek. It is mutually agreed, however, that management may require any given number of additional employees to work a full or part tour on any given Sunday, provided that for such additional employees the Sunday tour shall be worked in addition to a basic workweek in that week.

#### Changes in Posted Work Time Schedules

Changes in work time schedules after posting may be made at the request of the employees, if approved by the Company.

Changes in posted schedules, as regards the days in the week which are to be worked, may be made by the Company provided such changes are made prior to 5:00 P.M. on Wednesday preceding the workweek involved.

Changes as to the hours of the day may be made by the Company at any time provided that if any such change is made after 5:00 P.M. on Wednesday preceding the workweek involved, premium time shall be paid for the revised assignment and time worked (not to exceed eight (8) hours in any day) shall be included in computing the forty-hour workweek.

When an employee scheduled to work is absent and in the opinion of the Company it is necessary that someone work a portion or all of the scheduled tour, employees on duty that day may be assigned to work a portion or all of the tour provided such assignment does not result in more than four (4) hours' overtime for any one (1) employee; or the full tour or a portion thereof (not less than four (4) hours) may be offered to an available off-duty employee in the same craft. It is intended that the overtime work which results from the absence of an employee will be offered to an employee or employees of the same craft as the absent employee.

"Additions" to posted schedules may be made by the Company.

Compensation for tours affected by changes in work time schedule is provided hereinafter in this Exhibit under Section 7, Basis of Compensation.

## Section 7 -- Basis of Compensation

### Payment for Time Worked

Straight-time hours shall be those hours of work included in normal workdays or normal part days not to exceed eight (8) hours, from Monday to Saturday, inclusive, and totaling not more than forty (40) hours per week.

The eight (8) hours referred to above shall usually be between 8:00 A.M. and 5:00 P.M. but may be at other times on an assignment basis.

All time worked amounting to four (4) hours or more, but not in excess of eight (8) hours, on Sunday shall be included in the forty-hour week. Where the total time worked on Sunday is less than four (4) hours' duration, such time shall not be counted as part of the forty-hour week.

Excused time on holidays observed Monday through Friday shall be included in the forty-hour week.

Compensation at one and one-half (1-1/2) times the straight-time rate for Group "A" and Group "B" employees shall apply to any time worked on Sundays; to time worked in excess of eight (8) hours on other days; to time worked on nonscheduled days; and to time worked on a scheduled day which is in excess of forty (40) hours in that week.

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

In the case of Group "B" employees called back to emergency work after having gone off duty at the normal closing hour of their regular working day, the time and one-half rate will apply even though eight (8) hours of work have not previously been completed.

Hours assigned and worked, not to exceed eight (8), on a nonscheduled day or part day which shall be counted toward the forty-hour week shall be limited to those hours on a specifically assigned full or part tour which are different from those of the employee's regular tour for the week. Hours worked before or after the specifically assigned full or part tour shall be excluded.

An employee who has Sunday or Saturday scheduled as part of his basic workweek and works the last scheduled day of his basic workweek, shall receive a differential payment of \$6.00 when all of his workdays in that week are not scheduled on a consecutive basis. The Company shall not be required to make this payment when an employee requested schedule change results in other than all days being worked on a consecutive basis or in any week in

which an observed holiday falls on Monday through Friday. The differential payment will enter into computations of overtime pay required by law but will not be part of the basic rate or basic weekly wages for any other purpose nor enter into the computation of any payments under the "Verizon Pension Plan" and the "Sickness and Accident Disability Benefit Plan" or any other fringe benefit or differentials.

#### Changes in Work Time Schedules

- (a) Changes originated by the Company affecting the scheduled days or part days.

From Monday to Friday inclusive, the following conditions shall apply:

If the employee is required to work any portion of a nonscheduled full tour, he shall be allowed to work the remaining portion of that tour without affecting his schedule for the remainder of that week.

- (b) Changes originated by the Company affecting the scheduled hours for a particular day or days.

When, after 5:00 P.M. on Wednesday preceding the workweek involved, there is occasion to change an employee's posted schedule of hours to be worked on a day or days, the hours worked shall be paid for at the time and one-half rate.

The hours worked, not to exceed eight (8) hours in any day, shall be included in computing the forty-hour workweek.

- (c) Changes originated by employees.

Where schedule changes are made at the request of employees, the schedule as changed will be worked and will be paid for as though originally scheduled in that manner.

#### Tour Differentials

A tour differential of ten percent (10%) of one-fifth (1/5th) of the basic weekly wage rate shall be paid to employees, other than Part Time Cleaners, for each assigned full or part tour within which two (2) or more hours of work are performed on any day of the week, either before 8:00 A.M. or after 5:00 P.M.

A tour differential paid for work on a holiday shall be in addition to the tour differential, if any, which would have been paid had the employee been excused on the holiday.

When an employee is paid a tour differential for working an assigned full or

part tour as provided for in the preceding paragraphs, he shall be paid an additional tour differential of like amount provided he was not paid any other tour differential of like amount in that week or the three (3) weeks which preceded that week.

Tour differentials do not apply to time worked in excess of an assigned full tour or to emergency call-outs.

An employee absent with pay shall be paid tour differentials under the following conditions:

- (a) An employee paid a holiday allowance as provided in this Exhibit under Section 4, Holidays, shall receive a tour differential in addition to the holiday allowance provided his scheduled tour for that day would have required payment of a tour differential if the day had not been a holiday.
- (b) An employee paid for sickness or accident disability shall receive tour differential payments in accordance with the Company's practice in this connection.
- (c) An employee on vacation whose basic workweek involves tour differential payments shall receive those payments which would have been paid for the days of his basic workweek if the employee had worked except that tour differential payments shall not be paid employees on vacation whose basic workweek includes such payments only on an occasional or rotating basis.
- (d) An employee absent for jury duty or death in family, whose basic workweek involves tour differential payments, shall receive for the time the employee is absent those payments which would have been paid for the days of the employee's basic workweek if the employee had worked. However, tour differential payments shall not be paid employees absent for jury duty or for death in family whose basic workweek includes such payments only on an occasional or rotating basis.

#### Special City Allowance

An employee whose assigned reporting location on a particular day is within the Jersey City, Newark, or Bayonne Exchange Areas will be paid a Special City Allowance of \$2.00 for each day he works after reporting at such assigned reporting locations.

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

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

Not more than one (1) full daily allowance will be paid to an employee on any one (1) day regardless of the number of times the employee reports to a qualified location during that day.

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

#### Temporary Administrative Assignment Differential

The Company may, at its discretion, appoint employees from among qualified volunteers, to Temporary Administrative Assignments. Employees appointed to Temporary Administrative Assignments will coordinate the work activities of groups of workers, and perform other duties assigned by Management, but not including hiring, promoting, laying off, recalling, handling grievances, administering discipline or doing employee appraisals. An employee appointed to a Temporary Administrative Assignment shall be paid a Temporary Administrative Assignment Differential of fifteen (\$15.00) per day (maximum of \$75.00 per week) for each assigned full tour of duty.

It is understood that while performing the duties of the Temporary Administrative Assignment, the employee will also be required to perform his/her regular duties as time permits.

Temporary Administrative Assignment differentials do not apply to time not worked.

#### Training Differential

A Training Differential of fifteen (\$15.00) per day (maximum of \$75.00 per week) shall be paid to employees for each assigned tour within which one (1) or more continuous hours of work are assigned by management for the purposes of associate certification, associate assessment, or formal or informal training; or for time during which employees are assigned by management to participate in "train the trainer" courses or "trainer certification" courses.

Training differentials do not apply to time not worked or to time during which employees are engaged in the incidental instruction or guidance of other employees, for example, "riding with" or "sitting with" another

employee.

### **Differential for Use of Bilingual Skills**

**An employee will be paid an hourly differential in the amount of 3.5% of the employee's basic hourly wage rate for all scheduled or nonscheduled hours or partial hours (including overtime) during which the employee is assigned to provide bilingual services to customers or to provide translation services for the Company. Only employees who qualify as proficient on the appropriate test for the language being used will be eligible to be assigned such work, and to receive this differential. Maintenance Case Team employees (see Attachment 1 in Miscellaneous Item from 2000 Memorandum of Understanding) who were assigned such duties during the term of the 1998 contracts, but who have not qualified as proficient on the appropriate test, will be grandfathered until September 1, 2003, to become test-qualified, during which time they may continue to be assigned such duties.**

**The bilingual differential will enter into computations of overtime pay in accordance with applicable law on overtime on differentials.**

### **Minimum Payment for Emergency Work**

Group "A" and "B" employees shall be paid a minimum of two (2) hours at time and one-half when they are called from home between the hours of 5:00 A.M. and 12:00 Midnight, and a minimum of four (4) hours at time and one-half when they are called from home between the hours of 12:00 Midnight and 5:00 A.M. and in either case complete the assignment and report off duty before the starting time of their regular tour. For Group "B" employees called on out-of-hour work, the overtime rate shall apply regardless of the fact that they may have worked only seven (7) hours during their normal tour on that day. If an employee is called out for emergency work on a holiday, he shall be paid a minimum of three (3) hours' pay or six (6) hours' pay, whichever applies. If emergency work is on a holiday, the minimum pay hours specified will be in addition to any holiday allowance to which the employee is entitled.

### **Section 8 -- Travel Time**

Certain points are specified below at which work time for the various forces starts and stops. Employees will report for duty at the point as specified below, and at the time shown on the work time schedule.

The place for starting and stopping the day's work for the line forces and for drivers of motor vehicles will be the garage, work center, or other company

facility designated for garaging shall be their reporting location. For all other employees, the place for starting and stopping the day's work will be designated by the supervisor or other person delegated by the supervisor, such as Operations Clerk or Repair Service Clerk. This starting place may be an administrative office, a central office or similar work location, a material locker location, or it may be a job location such as subscriber's premises or an address along a street or highway.

If the place designated to start and stop the day's work is other than the employee's reporting place, travel time above that normally required by the employee to travel from his home to his regular reporting place will be treated as excess travel time. In such cases, the day's work will be shortened by the amount of excess travel time or the amount of excess travel time may be paid. No excess travel time will be allowed for periods less than one-tenth (1/10th) hour.

When employees who normally start work at various places within an area are assigned on a temporary basis (usually less than sixty (60) days) to work in a different area and when employees who normally start work at a specific location are assigned on a temporary basis (usually less than sixty (60) days) to work at a different location, they shall start and stop work on the temporary job the same as usual provided the travel time from their homes to the temporary job is not greater than the time normally required to travel from their homes to the usual reporting place. In the event that the travel time from the employee's home to the temporary job is greater than the time normally required to travel from the employee's home to the usual reporting place, the amount of travel time above normal will be considered as excess travel time. In such cases the day's work may be shortened by the amount of excess travel time or the excess travel time may be paid for at the time and one-half rate.

An employee called on out-of-hour work shall be paid from the time he is called at his home to the time when he returns to his home; except when notification of an assignment to work an additional tour outside his basic workweek is made after 7:00 A.M. and the advance notice exceeds one (1) hour, no traveling time will be allowed. In its use in this paragraph the term "employee's home" shall be interpreted to mean any place where he may be reached when he is definitely off duty. An employee who has received more than one (1) hour's advance notice and, having exercised due diligence, is unable to report by the starting time of the assigned tour, will be paid for the full tour assigned without extension of the quitting time. If the employee is called during the early morning hours and instructed to report for work as soon as possible, thus involving an earlier starting time for the day's work than was scheduled, working time shall commence at the time he is called. When an employee is called before 11:00 P.M. and instructed to report for work the next morning at an hour earlier than scheduled, working time shall start at the time the employee reports for work and traveling time from his

home to the job shall not be allowed.

## Section 9 -- Reimbursement for Expenses

### General

In treating the following items, namely, board and lodging, travel expense and carfare, and other meal expense, it shall be understood that the purpose of the provisions set down is to establish a situation where there will be neither gain nor loss to the employee resulting from the performance of required work operations or from changes, sometimes at short notice, in these work operations brought about by the varying requirements of the business in furnishing and maintaining service to the public. Employees will not be granted meal allowances during time which carries a premium rate, except as provided in paragraph (a).

#### (a) Board and Lodging

In cases where employees are assigned to duty requiring them to be absent from home overnight, they shall be provided with an allowance of \$31.50 first day, \$37.50 intervening day(s) and \$31.50 last day for board and shall be reimbursed for actual expenses incurred for lodging and other approved expenses.

Notwithstanding the Company's designation of certain assignments as "board and lodging assignments," the Company may permit the employee to choose between boarding and lodging and traveling daily between his home and the temporary work location. In cases where the employee elects to travel daily, he shall be granted an allowance of \$34.00 first day, \$41.00 intervening day(s) and \$34.00 last day and, in addition, excess travel time and excess carfare will be paid on the first and last days only.

These allowances will be in effect for the term of this agreement.

#### (b) Travel Expense and Carfare

Employees shall be reimbursed for the necessary carfare and traveling expense incurred while engaged on Company duties. The above shall not include the regular or normal expense of the employee in traveling to and from his home to the job at its usual location. Where an employee is transferred to another work location temporarily (with the understanding that the employee will return to his previous location), the excess expense, if any, from and to his home over that normally incurred shall be paid.

### Expenses Incurred in Visiting the Medical Office or Consultants

When an employee visits the Medical Office or a local or general consultant, at the request or suggestion of the Company, the employee's incidental expenses for meals (not to exceed five (5) dollars) and carfare shall be paid for by the Company. If all or a portion of the time required for such visit occurs during a period when an employee is working an assigned tour, the employee shall be excused and shall be paid for the excused portion of the assigned time as if it were time worked. Whenever practicable, such visits will be arranged during the employee's assigned working hours. The Company will, if necessary, and at the employee's request, change an employee's scheduled hours for the day of the visit so the visit can be made during assigned working hours. If this change is made after 5:00 P.M. on Wednesday preceding the workweek involved, the revised assignment will be paid for at the straight-time rate.

If it is necessary for an employee to change his clothes before or after a medical appointment made, as defined above, at the request of the Company, sufficient time will be allowed for this purpose.

### Section 10 -- Recuperation Time

An employee who is called from home prior to the start of his scheduled tour and works at least four (4) hours and completes the assignment no later than one and one-half (1-1/2) hours before the start of the scheduled tour shall be granted a period up to six (6) hours (excluding travel time to and from home) for recuperation purposes. That portion, if any, of this recuperation period which extends beyond the starting hour of his regularly assigned tour shall be classed as "excused" time and payment for such time shall be allowed.

When the completion of the assignment extends into the one and one-half (1-1/2) hour time frame designated above, the time between the completion of the assignment and the start of the regular assigned tour will be considered as time spent on the emergency assignment.

When the time spent on an emergency work assignment extends to the start of the employee's regularly assigned tour the employee may be excused with pay for the remainder of the tour when the total time spent on the emergency job and the regularly assigned tour equals twelve (12) hours. In its application in this Section only, "excused" time shall be counted toward the forty-hour week.

In the event of a major storm, hurricane or similar catastrophe, employees shall work the hours required.

**Section 11 -- Personal Motor Vehicle Use in Connection With Emergency Work or as Otherwise Required**

**1. Personal Motor Vehicle Use in Connection with Emergency Work**

An employee called at home and asked to report immediately for emergency call-out work is permitted to use his personal car in lieu of public transportation subject to the following conditions:

- (a) The employee, the motor vehicle, and the operation of the motor vehicle meet all requirements of the Law;
- (b) The personal car used is covered by public liability and property damage insurance;
- (c) The employee possesses an approved Company Driver's Qualification Card and operates his personal car in accordance with the regulations prescribed for the operation of Company motor vehicles.

Normally, the employee will proceed directly from his home to his reporting center; however, in certain cases, he may be directed to go directly to the emergency job.

Subject to all of the provisions set forth above, an employee who elects to use his personal car shall receive \$11.00 for each completed emergency call-out regardless of the mileage involved with the following exception:

Where the original emergency assignment or subsequent developments in the course of handling the original emergency require the employee to travel to more than one assigned work location, he shall receive \$11.00 for the original assignment; for each subsequent assigned work location, he shall receive thirty-two and one-half cents (\$.325) per mile traveled on each subsequent assignment.

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 change the amount of reimbursement accordingly effective on the first of the second month following the publication of the change by the Internal Revenue Service (IRS), but in no event prior to the effective date of the IRS increase.

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

If an employee is involved in a motor vehicle accident while operating his personal car in compliance with all of the above provisions, the Company agrees to reimburse the employee for that part of the damage to his car for

which he is not otherwise compensated provided he has exhausted all other reasonable means to effect collection. Such payment will be made only after a determination by the Company that the employee has complied with all of the foregoing provisions.

**2. Personal Motor Vehicle Use Other than in Connection with Emergency Work or as Otherwise Required.**

Except in the case of emergency call outs as herein provided, the employee shall not use his/her personal motor vehicle for transportation in connection with Company duties unless prior approval for such use is given by the Company.

The Company may require an employee who has used his/her personal motor vehicle to commute to the normal reporting location, to use that vehicle to change work locations one time during his/her tour of duty, provided that the employee will end his/her tour of duty at the second location.

The Company shall reimburse the employee thirty-two and one-half (\$.325) cents per mile for mileage incurred in performing the work of the Company, exclusive of commutation. The Company may designate specific routes.

The provisions of this Section regarding increases to the standard mileage rate allowable as a business-use deduction, reimbursement for non-compensated damage, and the provisions of subparagraphs (a), (b) and (c) above, shall also apply to personal motor vehicle use as otherwise required in performing the work of the Company.

**Section 12 -- Personal Sickness Allowances**

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

**Group "A" employees**

- |   |  |
|---|--|
| Less than one (1) year of service                     | - No Pay   |
| One (1) year of service but less than two (2) years   | - Pay after the second scheduled workday             |
| Two (2) years of service but less than five (5) years | - Pay after the first scheduled workday              |
| Five (5) years of service and over                    | - Pay from and including the first scheduled workday |

## Group "B" employees

- Less than two (2) years of service      - Pay after the second scheduled workday
- Two (2) years of service and over      - Pay from and including the first scheduled workday

No more than five (5) days will be paid for sickness absence in any calendar week. Payments shall be limited to scheduled workdays. Further, payments made pursuant to the provisions of this Section shall not be paid beyond the seventh (7th) calendar day of absence.

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

### Section 13 -- Death in Family

- (a) In case of death in an employee's immediate family or of a relative residing at the employee's home, management may approve payment for absence which ordinarily should not exceed three (3) days but which may, under special circumstances and with management approval, be extended to cover one (1) week. "Immediate family" is defined as spouse, children, stepchildren, parents, stepparents, brothers, sisters, mother-in-law or father-in-law and domestic partner as described and identified in the "Domestic Partner Agreement".
- (b) In case of death of a relative not in the immediate family nor residing in the employee's home, time off with pay for all or part of a scheduled workday in order to attend the funeral may be granted at the discretion of the Company. In determining the treatment to be accorded, management will consider the relationship between the employee and the deceased, the time and place of the funeral, and the employee's hours of duty. Ordinarily the maximum time excused with pay should not exceed one (1) day.

### Section 14 -- Personnel Records

Employees will be given reasonable access to the Company's personnel records concerning them, in accordance with the Employee Privacy Protection Plan.

### Section 15 -- Employees Assigned to Work Outside of Verizon New Jersey Inc. Franchise Area

When an employee is assigned to work outside of the Verizon New Jersey

Inc. franchise area, the provisions of this Agreement shall apply.

Section 16 -- Classification and Treatment of Part-Time  
Employee -- Effective January 1, 1981

1. Except for payment for overtime hours worked, all hours worked by a part-time employee in PhoneCenter Stores, Bell Customer Service Centers, Bell Phone Booths (Kiosks), DM/DR (Direct Marketing/Direct Response) Centers and any equivalent retail sales or service center operations, and any employee who is transferred to or employed by any new unregulated subsidiary or affiliated entity in the Verizon Services Group shall be paid at the equivalent basic hourly rate for a comparable full-time employee working a normal daily tour in the same job title, classification, and work group. Payment to a part-time employee for hours worked in excess of an equivalent normal daily tour or workweek for a comparable full-time employee shall be at the applicable overtime rate for a comparable full-time employee based on such part-time employee's basic hourly rate. Any regular employee who is on the active payroll of the Company as of December 31, 1980, and who works part time on or after January 1, 1981, shall thereafter continue, during the current term of employment, to be paid on the same basis as was applicable to such a part-time employee on December 31, 1980.
2. The classification of a part-time employee is based on the employee's "part-time equivalent workweek" which shall be determined prospectively by dividing the employee's total normally scheduled hours per month by 4.35 and rounding the result to the next higher whole number. (Illustration: 68 hours per month divided by 4.35 equals 15.6, rounded to "part-time equivalent workweek" classification of 16).
3. The "part-time equivalent workweek" classification of each part-time employee shall be reviewed by the Company no less often than every six (6) months on April 1 and October 1 of each year and adjusted on a prospective basis, if appropriate. In determining whether such adjustment is appropriate, the Company will consider the actual average number of hours worked per month during the preceding six (6) month period and the likelihood that such number of work hours will continue for a reasonably foreseeable period of time except that any hours worked which are paid at the overtime rate shall not be counted in computing the average number of hours worked.
4. For employees, who are hired on or after January 1, 1981, and who work as regular part-time employees, payments to a regular part-time employee for sickness disability, accident disability, or death benefits under the "Verizon Pension Plan" and the "Sickness and Accident Disability Benefit Plan," vacations, holidays, anticipated disability leave, sickness absence (not under the "Sickness and Accident Disability Benefit Plan"),

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

5. Employees who are hired on or after January 1, 1981, and then work as part-time employees shall, if otherwise eligible to participate under the terms of such plans, be eligible for coverage under the Medical Expense Plan, Dental Expense Plan, and Vision Care Plan, as follows:
  - (a) Employees whose part-time equivalent workweek classification is sixteen (16) or less shall be eligible by enrollment and payment of 100% of the premiums for such coverage;
  - (b) Employees whose part-time equivalent workweek classification is seventeen (17) through twenty-four (24) shall be eligible by enrollment and payment of 50% of the premiums for such coverage;
  - (c) Employees whose part-time equivalent workweek classification is twenty-five (25) or more shall be eligible for such coverage on the same basis as a regular full-time employee;

Regular employees who are on the active payroll of the Company as of December 31, 1980, shall continue to be eligible for such coverage on the same basis as a regular full-time employee regardless of classification.

6. Effective January 1, 1981, part-time employees, regardless of classification, shall be eligible for excused workdays on a pro rata basis based upon the ratio of any such part-time employee's equivalent workweek to the normal workweek of a comparable full-time employee.
7. Nothing contained in this Section shall be construed to prohibit an otherwise eligible part-time employee from participation in the Corporate Profit Sharing Plan.

## EXHIBIT II -- WAGE RATES AND WAGE TREATMENT

### Section I -- Wage Rates

#### General

Employees are carried on the payrolls at a basic weekly wage rate, which amount is exclusive of tour differential payments, the special city allowance, and payments for overtime work and for work done on holidays or outside of scheduled work time.

- (a) For Group "A" employees, the basic weekly wage rate is the amount paid for a forty-hour workweek. Hourly rates are determined by dividing the basic weekly wage rate by 40.
- (b) For Group "B" employees, the basic weekly wage rate is the amount paid for a thirty-five hour workweek. Hourly rates are determined by dividing the basic weekly wage rate by 35.

#### Minimum Basic Weekly Hiring Rates

The minimum basic weekly hiring rates applicable to the titles covered by this Agreement are set forth in the Table of Minimum Hiring and Maximum Basic Weekly Wage Rates by Title attached hereto and made a part hereof. Employees may be engaged, reengaged, or transferred into the bargaining unit at basic weekly wage rates in excess of the minimum basic weekly hiring rates, at the Company's discretion.

#### Maximum Basic Weekly Wage Rates

The maximum basic weekly wage rates applicable to the titles covered by this Agreement are set forth in the Table of Minimum Hiring and Maximum Basic Weekly Wage Rates by Title attached hereto and made a part hereof.

Minimum Hiring and Maximum Basic Weekly Wage Rates by Title

Employee Group  
BUILDINGS, SUPPLIES AND MOTOR VEHICLE EMPLOYEES

TITLE	Employee Group	MINIMUM BASIC WEEKLY HIRING RATE	MAXIMUM BASIC WEEKLY WAGE RATE
<u>EFFECTIVE FEBRUARY 4, 2001</u>			
Building Cleaner (Day)	A	\$ 318.50	\$ 583.50
Building Cleaner (Evening)	A	309.50	516.00
Building Mechanic	A	400.00	843.00
Driver-Light Truck	A	388.00	783.00
Driver-Medium Truck	A	397.50	855.50
Driver-Heavy Truck	A	403.50	890.50
Driver-Tractor Trailer	A	408.00	920.50
Garage Attendant	A	381.50	699.00
Part Time Cleaner	A	14.59	per hour*
Plant Cleaner	A	318.50	583.50
Storekeeper	A	390.50	949.50
Supply Attendant	A	394.50	796.00
<u>EFFECTIVE AUGUST 5, 2001</u>			
Building Cleaner (Day)	A	\$ 328.00	\$ 601.00
Building Cleaner (Evening)	A	319.00	531.50
Building Mechanic	A	412.00	868.50
Driver-Light Truck	A	399.50	806.50
Driver-Medium Truck	A	409.50	861.00
Driver-Heavy Truck	A	415.50	917.00
Driver-Tractor Trailer	A	420.00	948.00
Garage Attendant	A	393.00	720.00
Part Time Cleaner	A	15.03	per hour*
Plant Cleaner	A	328.00	601.00
Storekeeper	A	402.00	978.00
Supply Attendant	A	406.50	820.00
<u>EFFECTIVE AUGUST 4, 2002</u>			
Building Cleaner (Day)	A	\$ 344.50	\$ 631.00
Building Cleaner (Evening)	A	335.00	558.00
Building Mechanic	A	432.50	912.00
Driver-Light Truck	A	419.50	847.00
Driver-Medium Truck	A	430.00	925.00
Driver-Heavy Truck	A	436.50	963.00
Driver-Tractor Trailer	A	441.00	995.50
Garage Attendant	A	412.50	756.00
Part Time Cleaner	A	15.78	per hour*
Plant Cleaner	A	344.50	631.00
Storekeeper	A	422.00	1027.00
Supply Attendant	A	427.00	861.00

\*Basic monthly retirement benefit varies with length of work schedule.

Minimum Hiring and Maximum Basic Weekly Wage Rates by Title

Employee Group  
CLERICAL EMPLOYEES

TITLE	Employee Group	MINIMUM BASIC WEEKLY HIRING RATE	MAXIMUM BASIC WEEKLY WAGE RATE
<u>EFFECTIVE FEBRUARY 4, 2001</u>			
Checker and Architectural Drafter	B	\$ 394.00	\$ 961.00
Circuit Layout Assigner	B	394.00	961.00
Customer Service Administrator	A	448.00	912.00
Data Base Analyst	B	395.50	805.00
Drafter	B	398.00	828.00
General Clerk -- E-3	B	356.50	676.50
Office Clerical Assistant -- E-1	B	339.00	800.50
Operations Clerk	A	399.50	865.00
Plant Assignment Clerk	A	395.50	805.00
RCMAC Clerk	A	401.00	856.00
Records Clerk -- SS-1	B	361.50	696.50
Repair Service Attendant -- SS-1	B	361.50	696.50
Repair Service Clerk	A	401.00	856.00
Senior Service Analyst -- S-2	B	378.00	769.00
Service Analyst -- S-1	B	376.00	748.50
Service Center Clerk	A	379.00	769.00
Sourcing Analyst	B	378.00	769.00
<u>EFFECTIVE AUGUST 5, 2001</u>			
Checker and Architectural Drafter	B	\$ 406.00	\$ 990.00
Circuit Layout Assigner	B	406.00	990.00
Customer Service Administrator	A	461.50	939.50
Data Base Analyst	B	407.50	829.00
Drafter	B	410.00	853.00
General Clerk -- E-3	B	367.00	697.00
Office Clerical Assistant -- E-1	B	349.00	618.50
Operations Clerk	A	411.50	865.00
Plant Assignment Clerk	A	407.50	829.00
RCMAC Clerk	A	413.00	881.50
Records Clerk -- SS-1	B	372.50	717.50
Repair Service Attendant -- SS-1	B	372.50	717.50
Repair Service Clerk	A	413.00	881.50
Senior Service Analyst -- S-2	B	389.50	792.00
Service Analyst -- S-1	B	387.50	771.00
Service Center Clerk	A	406.50	819.00
Sourcing Analyst	B	389.50	792.00

Minimum Hiring and Maximum Basic Weekly Wage Rates by Title

Employee Group  
CLERICAL EMPLOYEES (Cont'd)

TITLE	Employee Group	MINIMUM BASIC WEEKLY HIRING RATE	MAXIMUM BASIC WEEKLY WAGE RATE
<u>EFFECTIVE AUGUST 4, 2002</u>			
Checker and Architectural Drafter	B	\$426.50	\$1019.50
Circuit Layout Assigner	B	426.50	1019.50
Customer Service Administrator	A	484.50	986.50
Data Base Analyst	B	428.00	870.50
Drafter	B	430.50	895.50
General Clerk -- E-3	B	385.50	732.00
Office Clerical Assistant -- E-1	B	366.50	649.50
Operations Clerk	A	432.00	908.50
Plant Assignment Clerk	A	428.00	870.50
RCMAC Clerk	A	433.50	925.50
Records Clerk -- SS-1	B	391.00	753.50
Repair Service Attendant -- SS-1	B	391.00	753.50
Repair Service Clerk	A	433.50	925.50
Senior Service Analyst -- S-2	B	409.00	831.50
Service Analyst -- S-1	B	407.50	809.50
Service Center Clerk	A	427.00	860.00
Sourcing Analyst	B	409.00	831.50

Minimum Hiring and Maximum Basic Weekly Wage Rates by Title

Employee Group  
VOCATIONAL EMPLOYEES

TITLE	Employee Group	MINIMUM BASIC WEEKLY HIRING RATE	MAXIMUM BASIC WEEKLY WAGE RATE
<u>EFFECTIVE FEBRUARY 4, 2001</u>			
Apprentice Technician	A	\$342.50	\$ 576.00
Building Equipment Mechanic	A	431.50	1051.50
Conduit Inspector	A	431.50	1051.50
Customer Service Agent	A	455.50	1102.00
Exchange Layout Assigner	A	391.50	967.00
Facilities Technician	A	431.50	1051.50
Frame Attendant	A	390.50	949.50
Material Equipment Technician	A	448.00	912.00
Material Systems Technician	A	455.00	1102.00
Network Technician	A	431.50	1051.50
Outside Plant Technician	A	431.50	1051.50
Services Technician	A	431.50	1051.50
Systems Technician OCS	A	431.50	1051.50
Systems Technician Operations		431.50	1051.50
<u>EFFECTIVE AUGUST 5, 2001</u>			
Apprentice Technician	A	\$353.00	\$ 593.50
Building Equipment Mechanic	A	444.50	1083.00
Conduit Inspector	A	444.50	1083.00
Customer Service Agent	A	468.50	1135.00
Exchange Layout Assigner	A	403.00	996.00
Facilities Technician	A	444.50	1083.00
Frame Attendant	A	402.00	978.00
Material Equipment Technician	A	461.50	939.50
Material Systems Technician	A	468.50	1135.00
Network Technician	A	444.50	1083.00
Outside Plant Technician	A	444.50	1083.00
Services Technician	A	444.50	1083.00
Systems Technician OCS	A	444.50	1083.00
Systems Technician Operations		444.50	1083.00
<u>EFFECTIVE AUGUST 4, 2002</u>			
Apprentice Technician	A	\$370.50	\$ 623.00
Building Equipment Mechanic	A	466.50	1137.00
Conduit Inspector	A	466.50	1137.00
Customer Service Agent	A	492.00	1192.00
Exchange Layout Assigner	A	423.00	1046.00
Facilities Technician	A	466.50	1137.00
Frame Attendant	A	422.00	1027.00
Material Equipment Technician	A	484.50	986.50
Material Systems Technician	A	492.00	1192.00
Network Technician	A	466.50	1137.00
Outside Plant Technician	A	466.50	1137.00
Services Technician	A	466.50	1137.00
Systems Technician OCS	A	466.50	1137.00
Systems Technician Operations		466.50	1137.00

**MONTHLY PENSION BENEFIT FOR FULL-TIME EMPLOYEES**

Pension Band	For	For	For	For
	Retirements And Terminations on and after 1/1/01	Retirements And Terminations on and after 7/1/01	Retirements And Terminations on and after 7/1/02	Retirements And Terminations on and after 7/1/03
102	\$28.48	\$29.90	\$31.40	\$32.66
103	\$29.63	\$31.11	\$32.67	\$33.98
106	\$33.11	\$34.77	\$36.51	\$37.97
107	\$34.26	\$35.97	\$37.77	\$39.28
109	\$36.60	\$38.43	\$40.35	\$41.96
110	\$37.72	\$39.61	\$41.59	\$43.25
111	\$38.89	\$40.83	\$42.87	\$44.58
112	\$40.02	\$42.02	\$44.12	\$45.88
113	\$41.18	\$43.24	\$45.40	\$47.22
114	\$42.34	\$44.46	\$46.68	\$48.55
115	\$43.48	\$45.65	\$47.93	\$49.85
116	\$44.65	\$46.88	\$49.22	\$51.19
117	\$45.77	\$48.06	\$50.46	\$52.48
118	\$46.95	\$49.30	\$51.77	\$53.84
121	\$50.39	\$52.91	\$55.56	\$57.78
122	\$51.57	\$54.15	\$56.86	\$59.13
124	\$53.86	\$56.55	\$59.38	\$61.76

The basic monthly retirement benefit shall equal the dollar amount shown for the appropriate pension band for each employee according to the year of retirement, multiplied by the employee's years and months of service. Where evening and night differential payments and extra payments for temporary assignments to higher-graded positions were included in an employee's pay in the last 36 months of service preceding retirement, the basic monthly retirement benefit shall be increased as shown in "Verizon Pension Plan". Any calculations for such amounts will be made by the Company and included in the official determination of the employee's monthly pension benefit.

**Wage Adjustments**

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

**First General Wage Adjustment**

Effective on the first General Wage Adjustment date, Sunday, February 4, 2001, all steps on the basic wage schedules shall be increased

by 1.0%.

#### Second General Wage Adjustment

Effective on the second General Wage Adjustment date, Sunday, August 5, 2001, all steps on the basic wage schedules shall be increased by 3.0%.

#### Third General Wage Adjustment

Effective on the third General Wage Adjustment date, Sunday, August 4, 2002, all steps on the basic wage schedules shall be increased by 5.0%.

#### COST-OF-LIVING

1. Effective August 4, 2002, an adjustment will be made in basic weekly rates in each wage schedule in accordance with the following: The amount of the adjustment shall be .75% of the scheduled rates in effect on August 3, 2002, rounded to the nearest 50 cents, for each full or partial percent increase above 9.0% in the "CPI-W" (1982-84 = 100) for May 2002 over May 2000.
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 2000 and May 2002.
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 2000. 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 2000, which was 168.0 (1982-84 = 100).

## Section 2 -- Wage Treatment

### General

The minimum hiring rates and the maximum basic weekly wage rates of all nonsupervisory titles in the Plant Department and the Engineering Department shall be as specified in this Exhibit.

Nonsupervisory employees of the Plant Department and the Engineering Department with the exception of Part Time Cleaners and employees at their maximum basic weekly wage rates shall receive increases in their basic weekly rates of pay in accordance with the following:

- (a) The increase procedure shall be in accordance with the provisions of the Increase Tables except as modified hereinafter in this Exhibit.
- (b) In addition, and at the Company's discretion, based on an employee's performance, the increase interval of any individual employee may be extended twice during the life of this Agreement, by a number of months not to exceed one-half of the interval applicable to the particular increase involved. The employee's next increase shall be granted in a time interval equal to the difference between the normal progression interval and the period of deferment. The number of employees whose increases are deferred during the life of this Contract shall not exceed 3% of the total number of employees in the bargaining unit as of the last business day of the month in which this Agreement becomes effective.
- (c) If it is claimed that an employee's wage position is not in accordance with his merit, the claim shall be reviewed in accordance with Article XI, Grievance Procedure.
- (d) An employee's rate of pay shall not be changed during a period of disability or leave of absence exceeding seven (7) calendar days. In cases of absences for a period of thirty (30) calendar days or more for any reason except leaves of absence for military service for which credit for time for wage purposes is provided by law, increases shall be postponed by one (1) week for each unit of seven (7) calendar days of absence.
- (e) An increase deferred during a period of disability or leave of absence of more than seven (7) calendar days and less than thirty (30) calendar days shall be made effective on the Sunday of the week in which the employee returns to duty provided he works on his first scheduled day in that week.
- (f) In the event of absence for any reason continuing for more than one month (thirty days) during which the employee was scheduled to receive a progression increase, the employee shall receive his/her progression

increase effective the Sunday after he/she returns to duty. The accumulated absence, if over thirty (30) days, will be added to extend the time until the employee's next scheduled progression increase in intervals of thirty (30) days.

- (g) For the initial increase only, under this Contract, time elapsed since the last increase shall be counted.

In case the final increase to the maximum basic weekly wage rate is less than that provided by the Increase Amount shown in the Increase Table, such increase shall be granted in a proportionately shorter interval. In computing the proportionate interval, a fraction of a week may result. In such a case, the next lower week shall be used if the fraction is less than one-half. If the fraction is one-half or more, the next higher week shall be used.

## Increase Tables

EFFECTIVE FEBRUARY 4, 2001

Customer Service Agent  
Material Systems Technician

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 455.00-	507.50	6 \$ 53.00
508.00-	571.50	6 64.00
572.00-	643.00	6 71.50
643.50-	724.00	6 81.00
724.50-	814.00	6 90.00
814.50-	916.50	6 102.50
917.00-	986.50	6 70.00
987.00	6	115.00
(OVER 987.00 PROGRESS TO MAX)		
1102.00		MAXIMUM

Pension Band 124

Length of the above schedule is  
48 months.

Building Equipment Mechanic  
Conduit Inspector  
Facilities Technician  
Network Technician  
Outside Plant Technician  
Services Technician  
Systems Technician OCS  
Systems Technician Operations

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 431.50-	481.50	6 \$ 50.50
482.00-	537.00	6 55.50
537.50-	599.50	6 62.50
600.00-	669.00	6 69.50
669.50-	746.50	6 77.50
747.00-	833.50	6 87.00
834.00-	930.50	6 97.00
931.00	6	120.50
(OVER 931.00 PROGRESS TO MAX)		
1051.50		MAXIMUM

Pension Band 122

Length of the above schedule is  
48 months.

Exchange Layout Assigner

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 391.50-	438.00	6 \$ 47.00
438.50-	490.00	6 52.00
490.50-	548.50	6 58.50
549.00-	614.00	6 65.50
614.50-	689.00	6 75.00
689.50-	770.50	6 81.50
771.00-	863.00	6 92.50
863.50	6	103.50
(OVER 863.50 PROGRESS TO MAX)		
967.00		MAXIMUM

Pension Band 118

Length of the above schedule is  
48 months

Checker & Architectural Drafter  
Circuit Layout Assigner

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 394.00-	440.00	6 \$ 46.50
440.50-	491.00	6 51.00
491.50-	549.00	6 58.00
549.50-	613.50	6 64.50
614.00-	688.00	6 74.50
688.50-	768.00	6 80.00
768.50-	859.50	6 91.50
860.00	6	101.00
(OVER 860.00 PROGRESS TO MAX)		
961.00		MAXIMUM

Pension Band 118

Length of the above schedule is  
48 months

## Increase Tables

EFFECTIVE FEBRUARY 4, 2001

### Frame Attendant Storekeeper

Current Wage Rate		Next Increase Int.	Next Increase	
				Amount
\$ 390.50-	435.00	6	\$	46.00
436.50-	487.00	6		51.00
487.50-	544.50	6		57.50
545.00-	608.50	6		64.00
609.00-	679.00	6		70.50
679.50-	759.50	6		80.50
760.00-	849.00	6		89.50
849.50		6		100.00
(OVER 849.50 PROGRESS TO MAX)				
949.50				MAXIMUM

Pension Band 118

Length of the above schedule is  
48 months

### Driver - Tractor Trailer

Current Wage Rate		Next Increase Int.	Next Increase	
				Amount
\$ 408.00-	466.00	6	\$	58.50
466.50-	534.00	6		68.00
534.50-	611.50	6		77.50
612.00-	702.00	6		90.50
702.50-	803.50	6		101.50
804.00		6		116.50
(OVER 804.00 PROGRESS TO MAX)				
920.50				MAXIMUM

Pension Band 117

Length of the above schedule is  
36 months

### Customer Service Administrator Material Equipment Technician

Current Wage Rate		Next Increase Int.	Next Increase	
				Amount
\$ 448.00-	503.50	6	\$	55.00
504.00-	567.00	6		63.50
567.50-	638.50	6		71.50
639.00-	718.00	6		79.50
718.50-	809.00	6		91.00
809.50		6		102.50
(OVER 809.50 PROGRESS TO MAX)				
912.00				MAXIMUM

Pension Band 116

Length of the above schedule is  
36 months

### Driver - Heavy Truck

Current Wage Rate		Next Increase Int.	Next Increase	
				Amount
\$ 403.50-	460.50	6	\$	57.50
461.00-	524.00	6		63.50
524.50-	599.50	6		75.50
600.00-	683.50	6		84.00
684.00-	780.00	6		96.50
780.50		6		110.00
(OVER 780.50 PROGRESS TO MAX)				
890.50				MAXIMUM

Pension Band 115

Length of the above schedule is  
36 months.

## Increase Tables

EFFECTIVE FEBRUARY 4, 2001

### RCMAC Clerk Repair Service Clerk

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 401.00-	455.00	6 \$ 54.50
455.50-	517.00	6 62.00
517.50-	587.00	6 70.00
587.50-	665.00	6 78.00
665.50-	754.50	6 89.50
755.00	6	101.00
(OVER 755.00 PROGRESS TO MAX)		
856.00	MAXIMUM	

Pension Band 113

Length of the above schedule is  
36 months

### Driver - Medium Truck

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 397.50-	451.50	6 \$ 54.50
452.00-	513.00	6 61.50
513.50-	582.50	6 69.50
583.00-	661.50	6 79.00
662.00-	751.50	6 90.00
752.00	6	103.50
(OVER 752.00 PROGRESS TO MAX)		
855.50	MAXIMUM	

Pension Band 114

Length of the above schedule is  
36 months.

### Building Mechanic

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 400.00-	453.00	6 \$ 53.50
453.50-	513.00	6 60.00
513.50-	581.00	6 68.00
581.50-	657.00	6 76.00
657.50-	745.00	6 88.00
745.50	6	97.50
(OVER 745.50 PROGRESS TO MAX)		
843.00	MAXIMUM	

Pension Band 113

Length of the above schedule is  
36 months

### Operations Clerk

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 399.50-	452.50	6 \$ 53.50
453.00-	511.50	6 59.00
512.00-	579.00	6 67.50
579.50-	655.50	6 76.50
656.00-	742.50	6 87.00
743.00	6	97.00
(OVER 743.00 PROGRESS TO MAX)		
840.00	MAXIMUM	

Pension Band 113

Length of the above schedule is  
36 months

## Increase Tables

EFFECTIVE FEBRUARY 4, 2001

### Drafter

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 398.00- 450.00	6	\$ 52.50
450.50- 507.50	6	57.50
508.00- 574.00	6	66.50
574.50- 649.00	6	75.00
649.50- 733.00	6	84.00
733.50	6	94.50
(OVER 733.50 PROGRESS TO MAX)		
828.00	MAXIMUM	

Pension Band 113

Length of the above schedule is  
36 months

### Data Base Analyst Plant Assignment Clerk

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 395.50- 444.50	6	\$ 49.50
445.00- 501.00	6	56.50
501.50- 563.50	6	62.50
564.00- 635.50	6	72.00
636.00- 714.50	6	79.00
715.00	6	90.00
(OVER 715.00 PROGRESS TO MAX)		
805.00	MAXIMUM	

Pension Band 112

Length of the above schedule is  
36 months

### Supply Attendant

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 394.50- 443.00	6	\$ 49.00
443.50- 498.00	6	55.00
498.50- 559.00	6	61.00
559.50- 628.00	6	69.00
628.50- 707.00	6	79.00
707.50	6	88.50
(OVER 707.50 PROGRESS TO MAX)		
796.00	MAXIMUM	

Pension Band 111

Length of the above schedule is  
36 months

### Service Center Clerk

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 394.50- 443.00	6	\$ 49.00
443.50- 498.00	6	55.00
498.50- 559.00	6	61.00
559.50- 628.00	6	69.00
628.50- 706.50	6	78.50
707.00	6	88.00
(OVER 707.00 PROGRESS TO MAX)		
795.00	MAXIMUM	

Pension Band 111

Length of the above schedule is  
36 months.

## Increase Tables

EFFECTIVE FEBRUARY 4, 2001

### Driver - Light Truck

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 388.00-	435.50	6 \$ 48.00
436.00-	489.50	6 54.00
490.00-	550.00	6 60.50
550.50-	620.00	6 70.00
620.50-	695.50	6 75.50
696.00	6	87.00
(OVER 696.00 PROGRESS TO MAX)		
783.00	MAXIMUM	

Pension Band 111

Length of the above schedule is  
36 months

### Senior Service Analyst Sourcing Analyst

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 378.00-	425.00	6 \$ 47.50
425.50-	478.50	6 53.50
479.00-	538.50	6 60.00
539.00-	607.50	6 69.00
608.00-	683.00	6 75.50
683.50	6	85.50
(OVER 683.50 PROGRESS TO MAX)		
769.00	MAXIMUM	

Pension Band 110

Length of the above schedule is  
36 months.

### Service Analyst

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 376.00-	421.00	6 \$ 45.50
421.50-	472.50	6 51.50
473.00-	530.50	6 58.00
531.00-	594.50	6 64.00
595.00-	666.50	6 72.00
667.00	6	81.50
(OVER 667.00 PROGRESS TO MAX)		
748.50	MAXIMUM	

Pension Band 109

Length of the above schedule is  
36 months

### Garage Attendant

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 381.50-	421.00	6 \$ 40.00
421.50-	466.50	6 45.50
467.00-	515.50	6 49.00
516.00-	570.50	6 55.00
571.00-	631.50	6 61.00
632.00	6	67.00
(OVER 632.00 PROGRESS TO MAX)		
699.00	MAXIMUM	

Pension Band 107

Length of the above schedule is  
36 months

## Increase Tables

EFFECTIVE FEBRUARY 4, 2001

### Records Clerk Repair Service Attendant

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 361.50-	403.00	6 \$ 42.00
403.50-	450.00	6 47.00
450.50-	502.00	6 52.00
502.50-	559.50	6 57.50
550.00-	624.00	6 64.50
624.50	6	72.00
(OVER 624.50 PROGRESS TO MAX)		
696.50	MAXIMUM	

Pension Band 107

Length of the above schedule is  
36 months

### General Clerk

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 356.50-	\$396.50	6 \$ 40.50
397.00-	\$442.00	6 45.50
442.50-	\$490.50	6 49.50
491.00-	\$546.50	6 56.00
547.00-	\$608.50	6 62.00
609.00	6	67.50
(OVER 609.00 PROGRESS TO MAX)		
676.50	MAXIMUM	

Pension Band 106

Length of the above schedule is  
36 months

### Office Clerical Assistant

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 339.00-	372.50	6 \$ 34.00
373.00-	410.00	6 37.50
410.50-	451.50	6 41.50
452.00-	496.50	6 45.00
497.00-	545.00	6 48.50
545.50	6	55.00
(OVER 545.50 PROGRESS TO MAX)		
600.50	MAXIMUM	

Pension Band 103

Length of the above schedule is  
36 months

### Building Cleaner - Day Plant Cleaner

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 318.50-	352.00	6 \$ 34.00
352.50-	390.00	6 38.00
390.50-	431.00	6 41.00
431.50-	476.50	6 45.50
477.00-	526.50	6 50.00
527.00	6	56.50
(OVER 527.00 PROGRESS TO MAX)		
583.50	MAXIMUM	

Pension Band 107

Length of the above schedule is  
36 months

## Increase Tables

EFFECTIVE FEBRUARY 4, 2001

### Apprentice Technician

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 341.50-	380.50	6 \$ 38.50
381.00-	421.50	6 41.00
422.00-	467.00	6 45.50
467.50-	518.50	6 51.50
519.00	6	57.00
(OVER 519.00 PROGRESS TO MAX)		
576.00	MAXIMUM	

Pension Band 102

Length of the above schedule is  
30 months

### Building Cleaner - Evening

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 309.50-	336.50	6 \$ 27.50
337.00-	366.50	6 30.00
367.00-	399.00	6 32.50
399.50-	435.00	6 36.00
435.50-	473.00	6 38.00
473.50	6	42.50
(OVER 473.50 PROGRESS TO MAX)		
516.00	MAXIMUM	

Pension Band 103

Length of the above schedule is  
36 months

### Part Time Cleaner

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 583.50	(14.59 per hour)	

Pension Band: Basic monthly retirement  
benefit varies with length of work schedule.

## Increase Tables

EFFECTIVE AUGUST 5, 2001

### Customer Service Agent Material Systems Technician

Current Wage Rate	Next Increase		Amount
	Int.	Amount	
\$ 468.50-	522.50	6	\$ 54.50
523.00-	588.50	6	66.00
589.00-	662.50	6	74.00
663.00-	745.50	6	83.00
746.00-	838.50	6	93.00
839.00-	944.00	6	105.50
944.50-	1016.00	6	72.00
1016.50	6		118.50
(OVER 1016.50 PROGRESS TO MAX)			
1135.00 MAXIMUM			

Pension Band 124

Length of the above schedule is  
48 months.

### Building Equipment Mechanic Conduit Inspector Facilities Technician Network Technician Outside Plant Technician Services Technician Systems Technician OCS Systems Technician Operations

Current Wage Rate	Next Increase		Amount
	Int.	Amount	
\$ 444.50-	496.00	6	\$ 52.00
496.50-	553.00	6	57.00
553.50-	617.50	6	64.50
618.00-	689.00	6	71.50
689.50-	769.00	6	80.00
769.50-	858.50	6	89.50
859.00-	958.50	6	100.00
959.00	6		124.00
(OVER 959.00 PROGRESS TO MAX)			
1083.00 MAXIMUM			

Pension Band 122

Length of the above schedule is  
48 months.

### Exchange Layout Assigner

Current Wage Rate	Next Increase		Amount
	Int.	Amount	
\$ 403.00-	451.00	6	\$ 48.50
451.50-	504.50	6	53.50
505.00-	565.00	6	60.50
565.50-	632.50	6	67.50
633.00-	709.50	6	77.00
710.00-	793.50	6	84.00
794.00-	889.00	6	95.50
889.50	6		106.50
(OVER 889.50 PROGRESS TO MAX)			
996.00 MAXIMUM			

Pension Band 118

Length of the above schedule is  
48 months

### Checker & Architectural Drafter Circuit Layout Assigner

Current Wage Rate	Next Increase		Amount
	Int.	Amount	
\$ 405.00-	453.00	6	\$ 47.50
453.50-	505.50	6	52.50
506.00-	565.50	6	60.00
566.00-	632.00	6	66.50
632.50-	708.50	6	76.50
709.00-	791.00	6	82.50
791.50-	883.50	6	94.50
886.00	6		104.00
(OVER 886.00 PROGRESS TO MAX)			
990.00 MAXIMUM			

Pension Band 118

Length of the above schedule is  
48 months

## Increase Tables

EFFECTIVE AUGUST 5, 2001

### Frame Attendant Storekeeper

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 402.00-	449.00	6 \$ 47.50
449.50-	501.50	6 52.50
502.00-	561.00	6 59.50
561.50-	627.00	6 66.00
627.50-	699.50	6 72.50
700.00-	782.50	6 83.00
783.00-	874.50	6 92.00
875.00	6	103.00
(OVER 875.00 PROGRESS TO MAX)		
978.00		MAXIMUM

#### Pension Band 118

Length of the above schedule is  
48 months

### Customer Service Administrator Material Equipment Technician

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 461.50-	518.50	6 \$ 57.50
519.00-	584.00	6 65.50
584.50-	657.50	6 73.50
658.00-	739.50	6 82.00
740.00-	833.50	6 94.00
834.00	6	105.50
(OVER 834.00 PROGRESS TO MAX)		
939.50		MAXIMUM

#### Pension Band 116

Length of the above schedule is  
36 months

### Driver - Tractor Trailer

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 420.00-	480.00	6 \$ 60.50
480.50-	550.00	6 70.00
550.50-	630.00	6 80.00
630.50-	723.00	6 93.00
723.50-	827.50	6 104.50
828.00	6	120.00
(OVER 828.00 PROGRESS TO MAX)		
948.00		MAXIMUM

#### Pension Band 117

Length of the above schedule is  
36 months

### Driver - Heavy Truck

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 415.50-	474.50	6 \$ 59.50
475.00-	539.50	6 65.00
540.00-	617.50	6 78.00
618.00-	704.00	6 86.50
704.50-	803.50	6 99.50
804.00	6	113.00
(OVER 804.00 PROGRESS TO MAX)		
917.00		MAXIMUM

#### Pension Band 115

Length of the above schedule is  
36 months.

## Increase Tables

EFFECTIVE AUGUST 5, 2001

### RCHAC Clerk Repair Service Clerk

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 413.00-	468.50	6 \$ 56.00
469.00-	532.50	6 64.00
533.00-	604.50	6 72.00
605.00-	685.00	6 80.50
685.50-	777.00	6 92.00
777.50	6	104.00
(OVER 777.50 PROGRESS TO MAX) 881.50 (MAXIMUM)		

Pension Band 113

Length of the above schedule is  
36 months

### Driver - Medium Truck

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 409.50-	465.00	6 \$ 56.00
465.50-	528.50	6 63.50
529.00-	600.00	6 71.50
600.50-	681.50	6 81.50
682.00-	774.00	6 92.50
774.50	6	106.50
(OVER 774.50 PROGRESS TO MAX) 881.00 (MAXIMUM)		

Pension Band 114

Length of the above schedule is  
36 months.

### Building Mechanic

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 412.00-	466.50	6 \$ 55.00
467.00-	528.50	6 62.00
529.00-	598.50	6 70.00
599.00-	676.50	6 78.00
677.00-	767.50	6 91.00
768.00	6	100.50
(OVER 768.00 PROGRESS TO MAX) 868.50 (MAXIMUM)		

Pension Band 113

Length of the above schedule is  
36 months

### Operations Clerk

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 411.50-	466.00	6 \$ 55.00
466.50-	527.00	6 61.00
527.50-	596.50	6 69.50
597.00-	675.00	6 78.50
675.50-	765.00	6 90.00
765.50	6	99.50
(OVER 765.50 PROGRESS TO MAX) 865.00 (MAXIMUM)		

Pension Band 113

Length of the above schedule is  
36 months

## Increase Tables

EFFECTIVE AUGUST 5, 2001

Drafter

Data Base Analyst  
Plant Assignment Clerk

Current Wage Rate	Next Increase		Amount
	Int.		
\$ 410.00-	463.50	6	\$ 54.00
464.00-	522.50	6	59.00
523.00-	591.00	6	68.50
591.50-	668.50	6	77.50
669.00-	755.00	6	86.50
755.50		6	97.50
(OVER 755.50 PROGRESS TO MAX)			
853.00	MAXIMUM		

Pension Band 113

Length of the above schedule is  
36 months

Current Wage Rate	Next Increase		Amount
	Int.		
\$ 407.50-	458.00	6	\$ 51.00
458.50-	516.00	6	58.00
516.50-	580.50	6	64.50
581.00-	654.50	6	74.00
655.00-	738.00	6	82.50
736.50		6	92.50
(OVER 736.50 PROGRESS TO MAX)			
829.00	MAXIMUM		

Pension Band 112

Length of the above schedule is  
36 months

Supply Attendant

Current Wage Rate	Next Increase		Amount
	Int.		
\$ 406.50-	456.50	6	\$ 50.50
457.00-	513.00	6	56.50
513.50-	576.00	6	63.00
576.50-	647.00	6	71.00
647.50-	728.00	6	81.00
728.50		6	91.50
(OVER 728.50 PROGRESS TO MAX)			
820.00	MAXIMUM		

Pension Band 111

Length of the above schedule is  
36 months

Service Center Clerk

Current Wage Rate	Next Increase		Amount
	Int.		
\$ 406.50-	456.50	6	\$ 50.50
457.00-	513.00	6	56.50
513.50-	576.00	6	63.00
576.50-	647.00	6	71.00
647.50-	727.50	6	80.50
728.00		6	91.00
(OVER 728.00 PROGRESS TO MAX)			
819.00	MAXIMUM		

Pension Band 111

Length of the above schedule is  
36 months.

## Increase Tables

EFFECTIVE AUGUST 5, 2001

### Driver - Light Truck

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 399.50- 448.50	6	\$ 49.50
449.00- 504.00	6	55.50
504.50- 566.50	6	62.50
567.00- 638.50	6	72.00
639.00- 716.50	6	78.00
717.00	6	85.50
(OVER 717.00 PROGRESS TO MAX)		
806.50	MAXIMUM	

Pension Band 111

Length of the above schedule is  
36 months

### Senior Service Analyst Sourcing Analyst

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 389.50- 438.00	6	\$ 49.00
438.50- 493.00	6	55.00
493.50- 554.50	6	61.50
555.00- 625.50	6	71.00
626.00- 703.50	6	78.00
704.00	6	88.00
(OVER 704.00 PROGRESS TO MAX)		
792.00	MAXIMUM	

Pension Band 110

Length of the above schedule is  
36 months.

### Service Analyst

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 387.50- 433.50	6	\$ 46.50
434.00- 486.50	6	53.00
487.00- 546.50	6	60.00
547.00- 612.50	6	66.00
613.00- 686.50	6	74.00
687.00	6	84.00
(OVER 687.00 PROGRESS TO MAX)		
771.00	MAXIMUM	

Pension Band 109

Length of the above schedule is  
36 months

### Garage Attendant

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 393.00- 433.50	6	\$ 41.00
434.00- 480.50	6	47.00
481.00- 531.00	6	50.50
531.50- 587.50	6	56.50
588.00- 650.50	6	63.00
651.00	6	69.00
(OVER 651.00 PROGRESS TO MAX)		
720.00	MAXIMUM	

Pension Band 107

Length of the above schedule is  
36 months

## Increase Tables

EFFECTIVE AUGUST 5, 2001

### Records Clerk Repair Service Attendant

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 372.50-	415.00	6 \$ 43.00
415.50-	463.50	6 48.50
464.00-	517.00	6 53.50
517.50-	576.50	6 59.50
577.00-	642.50	6 66.00
643.00	6	74.50
(OVER 643.00 PROGRESS TO MAX)		
717.50		MAXIMUM

Pension Band 107

Length of the above schedule is  
36 months

### General Clerk

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 367.00-	408.50	6 \$ 42.00
409.00-	455.50	6 47.00
456.00-	505.00	6 49.50
505.50-	563.00	6 58.00
563.50-	627.00	6 64.00
627.50	6	69.50
(OVER 627.50 PROGRESS TO MAX)		
697.00		MAXIMUM

Pension Band 106

Length of the above schedule is  
36 months

### Office Clerical Assistant

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 349.00-	383.50	6 \$ 35.00
384.00-	422.50	6 39.00
423.00-	465.00	6 42.50
465.50-	511.50	6 46.50
512.00-	561.50	6 50.00
562.00	6	56.50
(OVER 562.00 PROGRESS TO MAX)		
618.50		MAXIMUM

Pension Band 103

Length of the above schedule is  
36 months

### Building Cleaner - Day Plant Cleaner

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 328.00-	362.50	6 \$ 35.00
363.00-	401.50	6 39.00
402.00-	444.00	6 42.50
444.50-	491.00	6 47.00
491.50-	542.50	6 51.50
543.00	6	58.00
(OVER 543.00 PROGRESS TO MAX)		
601.00		MAXIMUM

Pension Band 107

Length of the above schedule is  
36 months

## Increase Tables

EFFECTIVE AUGUST 5, 2001

### Apprentice Technician

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 353.00-	392.00	6 \$ 39.50
392.50-	434.00	6 42.00
434.50-	481.00	6 47.00
481.50-	534.00	6 53.00
534.50	6	59.00
(OVER 534.50 PROGRESS TO MAX)		
593.50	MAXIMUM	

Pension Band 102

Length of the above schedule is  
30 months

### Building Cleaner - Evening

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 319.00-	346.50	6 \$ 28.00
347.00-	377.50	6 31.00
378.00-	411.00	6 33.50
411.50-	448.00	6 37.00
448.50-	487.00	6 39.00
487.50	6	44.00
(OVER 487.50 PROGRESS TO MAX)		
511.50	MAXIMUM	

Pension Band 103

Length of the above schedule is  
36 months

### Part Time Cleaner

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 601.00	(15.03	per hour)

**Pension Band:** Basic monthly retirement benefit varies with length of work schedule.

## Increase Tables

EFFECTIVE AUGUST 4, 2002

Customer Service Agent  
Material Systems Technician

Building Equipment Mechanic  
Conduit Inspector  
Facilities Technician  
Network Technician  
Outside Plant Technician  
Services Technician  
Systems Technician OCS  
Systems Technician Operations

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 492.00- 548.50	6	\$ 57.00
549.00- 618.00	6	69.50
618.50- 695.50	6	77.50
696.00- 783.00	6	87.50
783.50- 886.50	6	97.50
881.00- 991.00	6	110.50
991.50- 1067.00	6	76.00
1067.50	6	124.50
(OVER 1067.50 PROGRESS TO MAX)		
1192.00	MAXIMUM	

Pension Band 124

Length of the above schedule is  
48 months.

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 466.50- 521.00	6	\$ 55.00
521.50- 580.50	6	59.50
581.00- 648.50	6	68.00
649.00- 721.50	6	75.00
724.00- 807.50	6	84.00
808.00- 901.50	6	94.00
902.00- 1006.50	6	105.00
1007.00	6	130.00
(OVER 1007.00 PROGRESS TO MAX)		
1137.00	MAXIMUM	

Pension Band 122

Length of the above schedule is  
48 months.

Exchange Layout Assigner

Checker & Architectural Drafter  
Circuit Layout Assigner

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 423.00- 471.50	6	\$ 51.00
474.00- 530.00	6	56.50
530.50- 593.50	6	63.50
594.00- 664.00	6	70.50
664.50- 745.00	6	81.00
745.50- 833.00	6	88.00
833.50- 933.50	6	100.50
934.00	6	112.00
(OVER 934.00 PROGRESS TO MAX)		
1046.00	MAXIMUM	

Pension Band 118

Length of the above schedule is  
48 months

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 426.50- 475.50	6	\$ 49.50
476.00- 531.00	6	55.50
531.50- 594.00	6	63.00
594.50- 663.50	6	69.50
664.00- 744.00	6	80.50
744.50- 830.50	6	86.50
831.00- 930.00	6	99.50
930.50	6	109.00
(OVER 930.50 PROGRESS TO MAX)		
1039.50	MAXIMUM	

Pension Band 118

Length of the above schedule is  
48 months

## Increase Tables

EFFECTIVE AUGUST 4, 2002

### Frame Attendant Storekeeper

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 422.00-	471.50	6 \$ 50.00
472.00-	526.50	6 55.00
527.00-	589.00	6 62.50
589.50-	658.50	6 69.50
659.00-	734.50	6 76.00
735.00-	821.50	6 87.00
822.00-	918.50	6 97.00
919.00	6	108.00
(OVER 919.00 PROGRESS TO MAX)		
1027.00		MAXIMUM

Pension Band 116

Length of the above schedule is  
48 months

### Driver - Tractor Trailer

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 441.00-	504.00	6 \$ 63.50
504.50-	577.50	6 73.50
578.00-	661.50	6 84.00
662.00-	759.00	6 97.50
759.50-	869.00	6 110.00
869.50	6	126.00
(OVER 869.50 PROGRESS TO MAX)		
995.50		MAXIMUM

Pension Band 117

Length of the above schedule is  
36 months

### Customer Service Administrator Material Equipment Technician

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 484.50-	544.50	6 \$ 60.50
545.00-	613.00	6 68.50
613.50-	690.50	6 77.50
691.00-	776.50	6 86.00
777.00-	875.00	6 98.50
875.50	6	111.00
(OVER 875.50 PROGRESS TO MAX)		
986.50		MAXIMUM

Pension Band 116

Length of the above schedule is  
36 months

### Driver - Heavy Truck

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 436.50-	498.50	6 \$ 62.50
499.00-	566.50	6 68.00
567.00-	648.50	6 82.00
649.00-	739.00	6 90.50
739.50-	843.50	6 104.50
844.00	6	119.00
(OVER 844.00 PROGRESS TO MAX)		
963.00		MAXIMUM

Pension Band 115

Length of the above schedule is  
36 months.

## Increase Tables

EFFECTIVE AUGUST 4, 2002

### RCMAC Clerk Repair Service Clerk

Current Wage Rate		Next Increase	
		Int.	Amount
\$ 413.50-	492.00	6	\$ 59.00
492.50-	559.00	6	67.00
559.50-	635.00	6	76.00
635.50-	719.50	6	84.50
720.00-	816.00	6	96.50
816.50		6	109.00
(OVER 816.50 PROGRESS TO MAX)			
925.50			MAXIMUM

Pension Band 113

Length of the above schedule is  
36 months

### Building Mechanic

Current Wage Rate		Next Increase	
		Int.	Amount
\$ 432.50 -	490.00	6	\$ 58.00
490.50 -	555.00	6	65.00
555.50 -	628.50	6	73.50
629.00 -	710.50	6	82.00
711.00 -	806.00	6	95.50
806.50		6	105.50
(OVER 806.50 PROGRESS TO MAX)			
912.00			MAXIMUM

Pension Band 113

Length of the above schedule is  
36 months

### Driver - Medium Truck

Current Wage Rate		Next Increase	
		Int.	Amount
\$ 430.00-	488.50	6	\$ 59.00
489.00-	555.00	6	66.50
555.50-	630.00	6	75.00
630.50-	715.50	6	85.50
715.00-	812.50	6	97.00
813.00		6	112.00
(OVER 813.00 PROGRESS TO MAX)			
925.00			MAXIMUM

Pension Band 114

Length of the above schedule is  
36 months.

### Operations Clerk

Current Wage Rate		Next Increase	
		Int.	Amount
\$ 432.00-	489.50	6	\$ 58.00
490.00-	553.50	6	64.00
554.00-	626.50	6	73.00
627.00-	709.00	6	82.50
709.50-	803.50	6	94.50
804.00		6	104.50
(OVER 804.00 PROGRESS TO MAX)			
908.50			MAXIMUM

Pension Band 113

Length of the above schedule is  
36 months

## Increase Tables

EFFECTIVE AUGUST 4, 2002

### Drafter

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 430.50-	486.50	6 \$ 56.50
487.00-	548.50	6 62.00
549.00-	620.50	6 72.00
621.00-	702.00	6 81.50
702.50-	793.00	6 91.00
793.50		6 102.00
(OVER 793.50 PROGRESS TO MAX)		
895.50		MAXIMUM

Pension Band 113

Length of the above schedule is  
36 months

### Data Base Analyst Plant Assignment Clerk

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 428.00-	481.00	6 \$ 53.50
481.50-	542.00	6 61.00
542.50-	609.50	6 67.50
610.00-	687.50	6 78.00
688.00-	773.00	6 85.50
773.50		6 97.00
(OVER 773.50 PROGRESS TO MAX)		
870.50		MAXIMUM

Pension Band 112

Length of the above schedule is  
36 months

### Supply Attendant

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 427.00-	479.50	6 \$ 53.00
480.00-	538.50	6 59.00
539.00-	605.00	6 66.50
605.50-	679.50	6 74.50
680.00-	764.50	6 85.00
765.00		6 96.00
(OVER 765.00 PROGRESS TO MAX)		
861.00		MAXIMUM

Pension Band 111

Length of the above schedule is  
36 months

### Service Center Clerk

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 427.00-	479.50	6 \$ 53.00
480.00-	538.50	6 59.00
539.00-	605.00	6 66.50
605.50-	679.50	6 74.50
680.00-	764.00	6 84.50
764.50		6 95.50
(OVER 764.50 PROGRESS TO MAX)		
860.00		MAXIMUM

Pension Band 111

Length of the above schedule is  
36 months.

## Increase Tables

EFFECTIVE AUGUST 4, 2002

### Driver - Light Truck

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 419.50-	471.00	6 \$ 52.00
471.50-	529.00	6 58.00
529.50-	595.00	6 66.00
595.50-	670.50	6 75.50
671.00-	752.50	6 82.00
753.00	6	94.00
(OVER 753.00 PROGRESS TO MAX)		
847.00		MAXIMUM

Pension Band 111

Length of the above schedule is  
36 months

### Senior Service Analyst Sourcing Analyst

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 409.00-	460.00	6 \$ 51.50
460.50-	517.50	6 57.50
518.00-	582.50	6 65.00
583.00-	657.00	6 74.50
657.50-	738.50	6 81.50
739.00	6	92.50
(OVER 739.00 PROGRESS TO MAX)		
831.50		MAXIMUM

Pension Band 110

Length of the above schedule is  
36 months.

### Service Analyst

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 407.00-	455.00	6 \$ 48.50
455.50-	511.00	6 56.00
511.50-	574.00	6 63.00
574.50-	643.00	6 69.00
643.50-	721.00	6 78.00
721.50	6	88.00
(OVER 721.50 PROGRESS TO MAX)		
809.50		MAXIMUM

Pension Band 109

Length of the above schedule is  
36 months

### Garage Attendant

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 412.50-	455.00	6 \$ 43.00
455.50-	504.50	6 49.50
505.00-	557.50	6 53.00
558.00-	617.00	6 59.50
617.50-	683.00	6 66.00
683.50	6	72.50
(OVER 683.50 PROGRESS TO MAX)		
756.00		MAXIMUM

Pension Band 107

Length of the above schedule is  
36 months

## Increase Tables

EFFECTIVE AUGUST 4, 2002

### Records Clerk Repair Service Attendant

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 391.00-	436.00	6 \$ 45.50
436.50-	486.50	6 50.50
487.00-	543.00	6 56.50
543.50-	605.50	6 62.50
606.00-	674.50	6 69.00
675.00	6	78.50
(OVER 675.00 PROGRESS TO MAX)		
753.50	MAXIMUM	

Pension Band 107

Length of the above schedule is  
36 months

### General Clerk

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 385.50-	429.00	6 \$ 44.00
429.50-	478.50	6 49.50
479.00-	530.50	6 52.00
531.00-	591.00	6 60.50
591.50-	658.50	6 67.50
659.00	6	73.00
(OVER 659.00 PROGRESS TO MAX)		
732.00	MAXIMUM	

Pension Band 106

Length of the above schedule is  
36 months

### Office Clerical Assistant

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 366.50-	402.50	6 \$ 36.50
403.00-	443.50	6 41.00
444.00-	488.50	6 45.00
489.00-	537.00	6 48.50
537.50-	589.50	6 52.50
590.00	6	59.50
(OVER 590.00 PROGRESS TO MAX)		
649.50	MAXIMUM	

Pension Band 103

Length of the above schedule is  
36 months

### Building Cleaner - Day Plant Cleaner

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 344.50-	380.50	6 \$ 36.50
381.00-	421.50	6 41.00
422.00-	466.00	6 44.50
466.50-	515.50	6 49.50
516.00-	569.50	6 54.00
570.00	6	61.00
(OVER 570.00 PROGRESS TO MAX)		
631.00	MAXIMUM	

Pension Band 107

Length of the above schedule is  
36 months

## Increase Tables

EFFECTIVE AUGUST 4, 2002

### Apprentice Technician

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 370.50-	411.50	6 \$ 41.50
412.00-	455.50	6 44.00
456.00-	505.00	6 49.50
505.50-	560.50	6 55.50
561.00	6	62.00
(OVER 561.00 PROGRESS TO MAX)		
623.00	MAXIMUM	

Pension Band 102

Length of the above schedule is  
30 months

### Building Cleaner - Evening

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 335.00-	364.00	6 \$ 29.50
364.50-	396.50	6 32.50
397.00-	431.50	6 35.00
432.00-	470.50	6 39.00
471.00-	511.50	6 41.00
512.00	6	46.00
(OVER 512.00 PROGRESS TO MAX)		
558.00	MAXIMUM	

Pension Band 103

Length of the above schedule is  
36 months

### Part Time Cleaner

Current Wage Rate	Next Increase	
	Int.	Amount
\$ 611.00	(15.78 per hour)	

Pension Band: Basic monthly retirement  
benefit varies with length of work schedule

### Schedule Lengths

The Company agrees that no employee shall remain below the maximum basic weekly wage rate for his title beyond the stated schedule length for his title. Time spent in wage progression shall be included for the purpose of computing time for attaining the assured maximum rates but time spent at a lower maximum shall be excluded except to the extent that time up to six (6) months spent at such lower maximum rate and credited toward a wage adjustment at promotion shall be included.

### Changes in Grade

An employee transferred to a title having a higher maximum basic weekly wage rate will have his/her wage treatment determined solely in accordance with the procedures set forth in the Promotional Pay Plan dated August, 1992. Similarly, an employee transferred to a title having a lower maximum basic weekly wage rate and who is not subject to the provision of Article VII, Section 2, will have his/her wage treatment determined solely in accordance with the Promotional Pay Plan. Any changes to or deviations from the procedures set forth in the Promotional Pay Plan must be mutually agreed to by the Company and the Union.

### Higher Craft Pay-Temporary Assignment

Employees who are temporarily assigned to work, and work in a title carrying a higher maximum rate for one (1) or more hours, shall have their basic hourly rate adjusted for all hours to be paid on the day involved by the difference between the maximum hourly rate for their title and the maximum hourly rate for the title to which they are temporarily assigned.

### EXHIBIT III -- PROCEDURE FOR ARBITRATION

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

- (a) The Board of Arbitration shall consist of three (3) members, one (1) of whom shall be a member of the Union, designated by the Union, and one (1) individual designated by the Company, who shall be in the employ of the Company; the third shall be an Impartial Chairman designated in the manner hereinafter described.
- (b) The various steps required in connection with any such arbitration shall be taken as expeditiously as possible, but the parties agree that the following steps shall be taken within the times stated unless an extension be mutually agreed to in writing:
  - (1) Within five (5) days following the serving by either party upon the other of a written demand for arbitration, each party shall, by written designation given to the other, appoint the one (1) arbitrator to be appointed by it. Each such written designation shall state the full names and addresses of the arbitrators appointed thereby.

Should either the Union or the Company fail, within the time above stated, to appoint its one (1) arbitrator, the vacancy or vacancies resulting by reason of such failure shall, upon the written request of either party, be filled by an impartial individual or individuals (who shall not be an officer, director, or employee of the Company or of any Company of Verizon Corporation, or of any Company of the former Bell System, or a member, officer, employee, representative, attorney, or counsel of the Union or of any other Union or labor organization) appointed by the American Arbitration Association.

- (2) At the same time that written demand for arbitration is served upon the other party, the American Arbitration Association shall be requested in writing to appoint an Impartial Chairman. The Impartial Chairman shall not be an officer, director, or employee of the Company or of any Company of Verizon Corporation, or of any Company of the former Bell System, nor shall he be a member, officer, official, employee, representative, attorney or counsel of the Union or of any other Union or labor organization.
- (3) Upon the appointment of the Impartial Chairman, the Board of Arbitration shall be deemed to be constituted. Within ten (10) days following the constitution of the Board of Arbitration, hearings

shall be started and carried to conclusion as expeditiously as possible. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then obtaining of the American Arbitration Association as to any procedural matter not specifically covered in this Agreement. In the absence of unanimous agreement by the other members of the Board of Arbitration with respect to the closing of the proceeding, the Impartial Chairman may declare the proceeding closed. Within ten (10) days following the closing of the proceeding, the Board of Arbitration shall render its decision in writing.

Section 2. The decision of a majority of said Board of Arbitration shall be the decision of the Board of Arbitration. Such decision shall be final, and the Union and its members and the Company agree to abide by such decision, which shall be enforceable by appropriate action or proceeding, if necessary, in a court of law or equity or otherwise.

Section 3. Each of the parties hereto shall bear the compensation and expenses of the members appointed by it or on its behalf. The compensation and expenses of the Impartial Chairman and of the American Arbitration Association, and any other expenses of the Board of Arbitration, shall be borne equally by the Union and the Company.

Section 4. In lieu of the procedures specified in Sections 1, 2 and 3 of this Exhibit, any grievance involving the suspension of an individual employee, except those which also involve an issue of arbitrability, contract interpretation, or work stoppage (strike) activity and those which are also the subject of an administrative charge or court action shall be submitted to arbitration under the expedited arbitration procedure hereinafter provided within fifteen (15) calendar days after the filing of a request for arbitration. In all other grievances involving disciplinary action which are specifically subject to arbitration under Sections 1, 2 and 3 of this Exhibit, both parties may, within fifteen (15) calendar days after the filing of the request for arbitration, elect to use the expedited arbitration procedure hereinafter provided. The election shall be in writing and, when signed by authorized representatives of the parties, shall be irrevocable. If no such election is made within the foregoing time period, the arbitration procedure in Sections 1, 2 and 3 of this Exhibit, shall be followed.

As soon as possible after this Agreement becomes final and binding, a panel of three (3) umpires shall be selected by the parties. Each umpire shall serve until the termination of this Agreement unless his services are terminated earlier by written notice from either party to the other. The umpire shall be notified of his termination by a joint letter from the parties. The umpire shall conclude his services by settling any grievance previously heard. A successor umpire shall be selected by the parties. Umpires shall be assigned cases in rotating order designated by the parties. If an umpire is not available

for a hearing within ten (10) working days after receiving an assignment, the case will be passed to the next umpire. If no one can hear the case within ten (10) working days, the case will be assigned to the umpire who can hear the case on the earliest date.

The procedure for expedited arbitration shall be as follows:

- (a) The parties shall notify the umpire in writing on the day of agreement or date of arbitration demands in suspension cases to settle a grievance by expedited arbitration. The umpire shall notify the parties in writing of the hearing date.
- (b) The parties may submit to the umpire prior to the hearing a written stipulation of all facts not in dispute.
- (c) The hearing shall be informal without formal rules of evidence and without a transcript. However, the umpire shall be satisfied that the evidence submitted is of a type on which he 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 settlement within five (5) working days after receiving the briefs. He shall provide the parties a brief written statement of the reasons supporting his 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 final step of the grievance procedure.
- (f) The time limits in (a) and (d) of this Section may be extended by agreement of the parties or at the umpire's request, in either case only in emergency situations. Such extensions shall not circumvent the purpose of this procedure.
- (g) In any grievance arbitrated under the provisions of this Section, the Company shall under no circumstances be liable for back pay for more than six (6) months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays requested by the Union in which the Company concurs shall not be included in such additional time.
- (h) The umpire shall have no authority to add to, subtract from, or modify any provisions of this Agreement.

- (i) The decision of the umpire will settle the grievance, and the Company and the Union agree to abide by such decision. The compensation and expenses of the umpire and the general expenses of the arbitration shall be borne by the Company and the Union in equal parts. Each party shall bear the expense of its representatives and witnesses.
- (j) The time limit for requesting arbitration under this provision shall be the same as in existing procedures.

EXHIBIT IV - PAYROLL DEDUCTION AUTHORIZATION

Name..... Payroll Code No. ....  
(Please Print Last Name First) Social Security No. ....

LOCAL 827, IBEW, AFL-CIO

PAYROLL DEDUCTION AUTHORIZATION

Director-Payroll and Cost .....20....

Verizon New Jersey Inc. and Verizon Services Corp.

I hereby authorize Verizon New Jersey Inc. and Verizon Services Corp. to deduct regular membership dues, or an amount equivalent thereto, from my pay for each weekly payroll period in the amount certified by the Treasurer of Local 827, IBEW, AFL-CIO, as the regular dues for that week and from distributions from the Corporate Profit Sharing Plan in the amount certified by the Treasurer of Local 827, IBEW, AFL-CIO, as the regular dues from that distribution and to forward the amounts deducted to the aforesaid Treasurer.

Deduction shall begin in the week in which this authorization is signed and shall continue until revoked by me in writing to Verizon New Jersey Inc. and Verizon Services Corp.

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

The authorization shall be deemed automatically canceled if I leave the employ of the Company or am transferred or promoted out of the bargaining unit.

Fees, dues and assessments covered by this authorization are not deductible as charitable contributions for Federal Income Tax purposes. It is understood that Verizon New Jersey Inc. and Verizon Services Corp. assumes no responsibility in connection with the above deductions except that of forwarding monies to the Treasurer of the Union.

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

Residence Address.....

(Street)

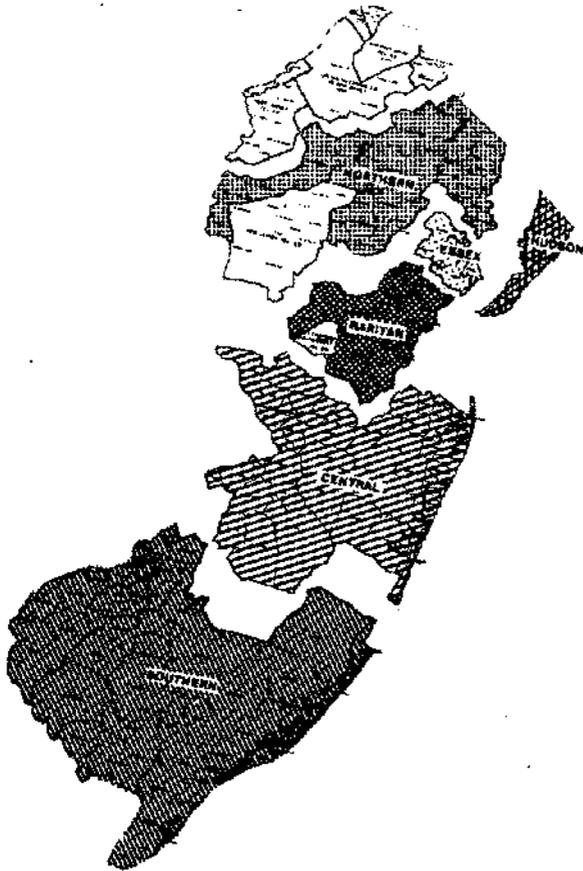
(Signature)

(City or Town)

(State)

(Zip Code)

EXHIBIT V  
AREA MAP



## MANHOLE PROTECTION AGREEMENT

The Company and the Union agree:

1. When one employee is required to work in a manhole, the presence of another employee shall be required to do all things necessary to maintain and preserve the safety and protection of the employee in the manhole and to insure a maximum degree of safety. He shall be required to remain above ground and in the immediate proximity of the manhole during all times when work is being performed in the manhole with the occasional exception of brief intervals, if any, when the employee in the manhole requires the employee above ground to assist him. When the second employee cannot remain in attendance as specified above because of prolonged absence in the performance of other functions, such as extended work within the manhole, another employee or qualified guard shall be provided for the period of such absence. This person shall remain in the immediate proximity of the manhole and take all measures necessary to insure the safety of the employees in the manhole. If this person is not an employee in any of the classifications listed in the Agreement, this person shall not be permitted to perform any functions or duties within the scope of any such classification and his duties shall be limited solely to the safety functions required above.
2. The employee required to remain above ground shall be permitted to perform within the immediate proximity to the manhole any or all duties connected with his classification that shall not deter him from the duties set forth above.
3. The foregoing shall apply at every manhole within that portion of a public right-of-way open to vehicular traffic and/or exposed to a seepage of gas or gases.
4. From dusk to dawn, upon request, the Company shall provide a second employee at controlled environmental vaults.
5. The Company may issue safe working and operating practices to implement the foregoing.

**October 27, 2000**

**Mr. William D. Huber, President/Business Manager**  
**Local 827, International Brotherhood**  
**of Electrical Workers**  
**263 Ward Street**  
**East Windsor, NJ 08520**

**Re: Absence for Union Business in the Build for FMLA Eligibility Requirement**

**Dear Mr. Huber:**

Effective January 3, 1999, the Company will include "absence for Union business" which is unpaid, excused time, during the employee's normal daily tour within the normal work week in the build for FMLA annual eligibility requirement. Absence for Union business will not be considered as "time worked" for any other purpose, unless otherwise specified in the contract.

This agreement will expire at the expiration of the current agreement.

Very truly yours,

(Original Signed By)  
**William C. Hart**

(Original Signed By)  
**William D. Huber**

**October 27, 2000**

**Mr. William D. Huber, President/Business Manager**  
**Local 827, International Brotherhood**  
**of Electrical Workers**  
**263 Ward Street**  
**East Windsor, NJ 08520**

**Re: Absence for Union Business in the Build for Overtime**

**Dear Mr. Huber:**

Effective January 3, 1999, the Company will include "absence for Union business" which is unpaid, excused time, during the employee's normal daily tour within the normal work week in the build for overtime. Absence for Union business will not be considered as "time worked" for any other purpose, unless otherwise specified in the contract.

This agreement will expire at the expiration of the current agreement.

Very truly yours,

(Original Signed By)  
**William C. Hart**

(Original Signed By)  
**William D. Huber**

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers  
263 Ward Street  
East Windsor, NJ 08520

Re: Advertising and Classifying Job Vacancies

Dear Mr. Huber:

The Company agrees that effective January 1, 2001, all regular full-time, regular part-time, and temporary Associate Vacancy Requests (AVRs) submitted to the Associate Staffing Center will be advertised for ten (10) business days via STAR (or any future system which replaces or complements STAR). The Company also reaffirms that the designations "internal" and "external" will not be placed on Associate Vacancy Requests (AVR). The Companies rights with respect to hiring and other staffing matters remains unchanged.

Very truly yours,

(Original Signed By)  
William C. Hart

(Original Signed By)  
William D. Huber

October 27, 2000

**Mr. William D. Huber**, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Apprentice Technician Title

Dear **Mr. Huber**:

During 1989 Bargaining, the parties discussed the job duties of the Apprentice Technician title. In response to the Union's concerns, the Company agrees that Apprentice Technicians will not be dispatched on return visits involving reported troubles on work previously performed by the title. This agreement excludes work determined by Management to be incomplete. The Company further agrees that it will not populate the title of Apprentice Technician with more than 100 employees during the term of the 2000 Agreement.

The terms of the above paragraph will be subject to the Grievance and Arbitration Procedure.

The terms of this agreement will expire at the termination of the 2000 agreement.

If you concur with the foregoing, please sign one copy and return to me.

Very truly yours,

(Original Signed By)  
**William C. Hart**

(Original Signed By)  
**William D. Huber**

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Benefits Grievances

Dear Mr. Huber:

This will confirm our agreement that the Union will discontinue presenting benefits grievances, as described herein. With regard to disputes related to the Medical Expense Plan (MEP)/Managed Care Network (MCN), the Dental Expense Plan (DEP), and the Vision Care Plan (VCP), the Companies and the Unions agreed at Common Issues Bargaining to designate one Health Care Benefits Coordinator (HCBC) who will, "...act as a liaison between employees with inquiries and the MEP/MCN, DEP and VCP carrier administrators." In order to avoid unnecessary and duplicate efforts in the resolution of disputes concerning health care benefits the Company and the Union agree that all such disputes shall be referred to the designated HCBC and shall not be processed through the grievance procedure.

With regard to all other benefits plans subject to ERISA, the Union will not present formal grievances on behalf of its members. However, questions or disputes involving a plan may be addressed informally by the Labor Relations Representative and Executive Board/Business Agent and reasonable efforts will be made to obtain information or resolve a problem.

This procedure is not intended to affect the claims and appeals provisions of the plans, and will not itself be subject to the grievance and arbitration procedure. This agreement is not intended to change the provisions of Article XV.

If you concur with the foregoing, please sign one copy and return to me.

Very truly yours,

(Original Signed By)  
William C. Hart

(Original Signed By)  
William D. Huber

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Central Office Installation Team Trial

Dear Mr. Huber:

Verizon has evaluated the results of the Central Office Installation Team (the Team) trial, and is interested in expanding the scope of the trial to include Upstate central offices.

The Company proposes to select one volunteer Network Technician from each of the four Upstate NOCs to double the size of the Team from four to eight bargaining unit employees. Volunteers will be selected by the Company on the basis of their skills and abilities. If several volunteers are equal in all respects, selection will be made on the basis of greatest seniority. Within six months of selection, volunteers may retreat to their former positions by their own initiative or be retreated to their former positions at the discretion of the Company for unsatisfactory performance.

The Company intends to transfer responsibility for the Team to the Director-Centralized Field Operations. Should there be a need to adjust force (other than a layoff) in the Network Technician title, the employees on the Team will be considered part of the Districts from which they came. For example, in the event of a surplus in the Network Technician title in the New Brunswick District, the Network Technicians on the Team who came from the District would be considered part of the pool of Network Technicians, who would be subject to force adjustment in the District. Conversely, in the event of a surplus on the Team, the Network Technicians in the geographic area that has the surplus would be returned to their sending District which could then either absorb the employee(s) or declare a surplus in the title in the District.

The Company agrees to meet with the Union within twelve months of selection of the Upstate Team members to review the results of the trial. If it is determined, at that time, that the Central Office Installation Team should become a permanent work group, the selection and force adjustment procedures described above will cease. Selection shall be in accordance with the established procedures then in effect for the transfer and/or upgrade of bargaining unit employees. Force adjustment shall be in accordance with the established procedures then in effect in the Collective Bargaining Agreement.

Re: Central Office Installation Team Trial (Cont'd)

The Company, at its discretion, may terminate this trial upon thirty (30) days notice to the Union. In the event the Company terminates the trial, the employees involved will be returned to their sending districts as described above.

None of the terms of this agreement are subject to the grievance procedure or arbitration.

If you concur with the foregoing, please sign one copy and return to me.

Very truly yours,

(Original Signed By)  
**William C. Hart**

(Original Signed By)  
**William D. Huber**

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Exchange Layout Assigner

Dear Mr. Huber:

This letter will confirm the understanding reached between Local 827, IBEW and Verizon New Jersey in the event of a force reduction in the Exchange Layout Assigner title.

The parties agree that if a force reduction is required in the Exchange Layout Assigner title in any of the MLACs or in any of the associated CSCs and/or FMC's where the EWO and FA functions are performed, the Exchange Layout Assigners in the EWOs and FAs will revert back to the responsible Core MLAC for the purpose of force reductions. As an example, if a need existed to force reduce Exchange Layout Assigners in 900 Clinton Ave., Irvington, the pool for force reduction would be the Exchange Layout Assigners in the Core MLAC in Totowa, the Exchange Layout Assigners in 900 Clinton Ave., Irvington, and the Exchange Layout Assigners in 210 Malapardis Road, Cedar Knolls.

The Union and the Company further agree that the terms set forth by this agreement are without precedent or prejudice to their respective positions and that neither party may use or refer to this agreement in any other matter between the parties, except to enforce the terms of the agreement.

This agreement will expire at the expiration of the present contract agreement.

Sincerely,  
(Original Signed By)  
William C. Hart

(Original Signed By)  
William D. Huber

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Gradual Return To Work From Care Of Newborn Child Leave

Dear Mr. Huber:

Effective January 1, 2001, an employee on 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:

1. An employee on GRW shall have the same status (full or part time) as she or he had before being on leave. Except for (2) below, an employee shall have the same benefits, vacations, holidays, FWDs, and other contractual entitlements which he or she had before the Leave began.
2. 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.
3. 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.
4. An employee on GRW shall not work Sundays, holidays or overtime.
5. The assignment of tours for employees on GRW shall not violate the seniority rights of a more senior employee.
6. Employees on GRW must work a minimum of half their normal work week, and a full day on Monday or the day after a holiday.

Very truly yours,

(Original Signed By)  
William C. Hart

(Original Signed By)  
William D. Huber

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Grievance Procedure

Dear Mr. Huber:

During 1995 Bargaining, the parties discussed modifications to the grievance procedure which will permit grievances to be scheduled for arbitration in a more timely manner, and reduce costs for both the Union and the Company. The parties agreed to the following:

1. All suspension grievances will be subject to a two step grievance procedure. The two steps will be as described in ARTICLE XI, GRIEVANCE PROCEDURE, Section 1 and Section 2 of the Collective Bargaining Agreement (the Agreement).
2. Suspension cases involving ten (10) days or less of lost wages, 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, will be scheduled for arbitration at the convenience of the responsible Executive Board/Business Agent and the responsible Labor Relations Representative. An arbitrator will be selected from a predetermined panel in accordance with the procedures of the American Arbitration Association. Prior to the arbitration hearing, the Executive Board/Business Agent and Labor Relations Representative will exchange lists of witnesses who may be called to testify at the hearing. At the arbitration hearing, neither party will be represented by counsel or have counsel present to assist in any capacity. The parties will be represented exclusively by the Executive Board/Business Agent and Labor Relations Representative. The arbitration hearing shall be conducted in accordance with the procedures for expedited arbitration as described in EXHIBIT III -- PROCEDURE FOR ARBITRATION, Section 4 of the Agreement.
3. Suspension cases involving more than ten (10) days of lost wages, will be scheduled for arbitration and will be presented by counsel for the Union and counsel for the Company in accordance with the procedures in EXHIBIT III -- PROCEDURE FOR ARBITRATION, of the Agreement.
4. Grievances involving discharges or interpretation of the Agreement are not affected by this letter of agreement.

Re: Grievance Procedure (Cont'd)

5. With the exception of paragraph 1 above, none of the terms of this letter of agreement are intended to supersede the Grievance or Arbitration procedures of the Agreement.
6. Upon sixty (60) days notice to the other party, either the Union or the Company may terminate this letter of agreement, in which case, suspension grievances will be processed in accordance with the Grievance and Arbitration procedures in the Agreement.

Very truly yours,

(Original Signed By)  
**William C. Hart**

(Original Signed By)  
**William D. Huber**

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Inter-Company Transfers

Dear Mr. Huber:

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.

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.

For the purposes of this agreement Mid-Atlantic Companies will include:

Verizon Pennsylvania Inc.	Verizon Virginia Inc.
Verizon New Jersey Inc.	Verizon Washington, D.C. Inc.
Verizon Delaware Inc.	Verizon West Virginia Inc.
Verizon Maryland Inc.	Verizon Services Corp.

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. This agreement will not affect existing staffing procedures in any of the NY/NE or Mid-Atlantic Companies.

Very truly yours,

(Original Signed By)  
William C. Hart

(Original Signed By)  
William D. Huber

**October 27, 2000**

**Mr. William D. Huber, President/Business Manager**  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Job Security - Customer Service Agent

Dear **Mr. Huber**:

As you know, the Company is currently in the process of staffing the Customer Service Agent title in New Jersey. We believe that the flexibility and functionality that this job brings to our ability to provide continuously improving levels of customer care in our newly competitive environment, will help us win in the market place.

However, we are also aware that some current employees may feel hesitant to seek and accept this job because it is not as well protected by our current agreements as certain other titles within the bargaining unit. To help alleviate this concern, the Company is willing to commit that for the remainder of the current Collective Bargaining Agreement, any employee in the title identified above who held another bargaining unit job title immediately prior to becoming a Customer Service Agent will have the opportunity of transferring back to their former title in lieu of any layoff, downgrade, or involuntary transfer requiring a home relocation.

If this is acceptable to the Union, please signify your concurrence below and return one original to me.

Very truly yours,

(Original Signed By)  
**William C. Hart**

(Original Signed By)  
**William D. Huber**

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Job Security – Network Technician

Dear Mr. Huber:

All regular full-time VZ NJ employees hired on or before May 21, 1995, and holding the title of Network Technician, will not be subject to downgrade or layoff due to the need to adjust force, for the life of this Agreement.

Very truly yours,

(Original Signed By)  
William C. Hart

(Original Signed By)  
William D. Huber

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Job Title Review Committee

Dear Mr. Huber:

The parties agree that within three (3) months after ratification of this Memorandum of Understanding, a joint Union-Company Job Title Review Committee will be established. The objectives of this committee will be (1) to identify job classifications which perform substantially the same or very similar duties, but which carry different designations, and (2) to attempt to reach agreement on a single designation for each such job title to be recommended to the Company and Union bargaining committee(s) for the affected bargaining unit(s). A non-exclusive list of examples of titles which may qualify for this consideration appears on "Attachment A".

The Committee will be composed of five (5) representatives from the Company and its affiliates and a total of five (5) from the Unions. There will be one (1) representative from each Local of the IBEW and one (1) representative from each of the three affected CWA Districts. The Committee will meet a total of at least five (5) times during the years 2000 and 2001 combined.

Any recommendation to use a common designation will not change or otherwise affect the job content or wage rate of any of the involved titles.

Very truly yours,

(Original Signed By)  
William C. Hart

(Original Signed By)  
William D. Huber

**JOB TITLE REVIEW - ATTACHMENT A**

TITLE	DC	MD	VA	WV	DE	PA	NJ
Assignment Technician						X	
Exchange Layout Assigner							X
Apprentice Technician							X
Assistant Technician	X	X	X	X		X	
Cable Splicing Technician	X	X	X	X			
Facilities Technician							X
Splicing Technician					X	X	
Central Office Technician	X	X	X	X			
Network Technician							X
Switching Equipment Technician					X	X	
Coin Box Collector							X
Coin Telephone Collector	X	X	X	X	X	X	
Maintenance Administrator	X	X	X	X	X	X	
Repair Service Clerk							X
RCMAU Clerk	X	X	X	X			X
Translations Administrator					X	X	
Telephone Canvasser - Business					X	X	
Telemarketing Representative	X	X	X	X			X
Systems Technician - Operations							X
Systems Technician - All Others	X	X	X	X	X	X	
Communications Representative	X	X	X	X			
Customer Sales Representative							X
Automotive Equipment Technician	X	X	X	X	X		
Automotive Mechanic						X	
Senior Clerk					X	X	
General Field Clerk					X	X	
General Clerk	X	X	X	X			
Service Analyst							X
Senior Field Clerk					X	X	
Staff Clerk					X	X	X
Senior Service Analyst							X
Special Clerk	X	X	X	X			

**October 27, 2000**

**Mr. William D. Huber**, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

**Re: Letters of Reprimand**

**Dear Mr. Huber:**

This will confirm the understanding reached during **2000** Bargaining regarding letters of reprimand. The Company agrees, for the term of the **2000** agreement, to maintain letters of reprimand in the employee's personnel file for a period of time not to exceed five (5) years from the date of issuance. At the expiration of the five (5) year period, the Company shall remove the letter of reprimand from the employee's personnel file.

If you concur with the foregoing, please sign one copy and return to me.

Very truly yours,

(Original Signed By)  
**William C. Hart**

(Original Signed By)  
**William D. Huber**

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Management Performing VCS Work

Dear Mr. Huber:

Verizon NJ will not permit its management employees to perform VCS work, as particularly described in Article 1, Sections 4, 5 and 6, of the Local 827/VCS agreement. If the Union believes a Verizon NJ manager has performed such work, it should notify the Director - Labor Relations who will take appropriate action. However, this letter and its subject matter cannot be grieved or arbitrated with Verizon NJ.

Very truly yours,

(Original Signed By)  
William C. Hart

(Original Signed By)  
William D. Huber

## MATERIAL EQUIPMENT TECHNICIAN/MATERIAL SYSTEM TECHNICIAN

Effective March 1, 2000, Verizon New Jersey Inc. will create the following new job titles: Material Equipment Technician and Material Systems Technician. Attachment I is a description of the general duties established by the Company.

Verizon New Jersey Inc. (The Company) and Local 827 International Brotherhood of Electrical Workers, AFL-CIO (The Union) agree to the following terms and conditions with regard to the creation of these two new titles:

### Wage Rates

Both titles will be considered Vocational Employees and the Wage Increase Tables and Pension Bands will be as noted below:

#### Material Equipment Technician

- Wage Increase Table Number 4 on page 90 and pension band 116 on page 79 of the current collective bargaining agreement

#### Material System Technician

- Wage Increase Table Number 24 on page 95 and pension band 124 on page 79 of the current collective bargaining agreement.

### Staffing

- Most Material Equipment Technician titles will be filled with off-the-street Term employees.
- Upgrades will be handled according to the Promotional Pay Plan. If a Bargaining Unit Member selected for the Material Equipment Technician title has a higher weekly wage rate than the Material Equipment Technician position, their wages will not be adjusted until they are either upgraded to the Material System Technician or they are returned to their former title. Any such employee may be assigned job duties from time-to-time that are consistent with their former job title, as required by the needs of the business.
- The Material Equipment Technician title will be the entry position/feeder pool for the Material Systems Technician title, except as described in this agreement.
- Up to two of the initial Material Systems Technician openings will be filled with up to two volunteers from the Central Office Installation Team (either Network Technicians or Facilities Technicians).

**Re: MET/MST (Cont'd)**

- For the remainder of the current Collective Bargaining Agreement, any current Network Technician or Facilities Technician who volunteer and are selected to fill the initial Material Systems Technician positions before the expiration of the current Collective Bargaining Agreement, will have the opportunity of transferring back to their former title in lieu of any layoff, downgrade, or involuntary transfer requiring a home relocation.
- If a Material Equipment Technician is performing in a satisfactory manner (Meets Requirements in Performance and Attendance), he or she may take a (yet to be developed) test to become a Material Systems Technician. Material Equipment Technicians may have up to four opportunities to take and pass the test. The earliest a Material Equipment Technician can take the test is after completing 12 months of service. If the test is not passed, employees must wait a minimum of six months before retaking the test. The Company retains the right to terminate Term employees at any time for unsatisfactory performance or any other appropriate reason.
- The Material Equipment Technician must pass the test to become a Material Systems Technician within 36 months. However, the Material Equipment Technician would not be reclassified to the Material System Technician position before 18 months (due to the 18-month time in title requirement). When a Term, Material Equipment Technician is reclassified to Material System Technician, he/she would also be reclassified to Regular employee status.
- If the Material Equipment Technician doesn't qualify for the Material System Technician title, the Material Equipment Technician may not stay in the Material Equipment Technician title. Term employees who have not qualified within 36 months will be dropped from the payroll and will not have arbitration rights. Regular employees who have not qualified within 36 months will be placed into the title they held immediately prior to the Material Equipment Technician position, when such a position becomes available. If no positions are available the employee has the right to find another position through RAMP. They will continue in the Material Equipment Technician title until they are placed in another job. Any such reassignment will not require a home relocation.

**Impact on other Work Groups**

The Material Equipment Technician and Material System Technician will perform installation work of the type that is currently performed and that will continue to be performed by equipment vendors (e.g., Lucent, Fujitsu, etc.) at Verizon central office

Re: MET/MST (Cont'd)

locations. The Company and the Union agree that for the life of the current collective bargaining agreement, the creation of these two new titles and the work that they are assigned will not directly result in the layoff, downgrade, or involuntary transfer requiring a home relocation of any employee in a title that performs the same or similar work.

#### Application of Collective Bargaining Agreement

- Term employees in the Material Equipment Technician title will be covered by all terms of the collective bargaining agreement that Term employees are normally covered by except 1) Section 9 - Reimbursement for Expenses b) Travel Expense and Carfare [Note: Language that addresses "Expenses Incurred in Visiting the Medical Office or Consultants" in this same section would apply], and 2) the provision in Section 11, paragraph 2 that limits the changing of work locations.
- Regular Employees in the Material Equipment Technician and Material System Technician titles will be covered by all terms of the collective bargaining agreement except 1) Section 9 - Reimbursement for Expenses b) Travel Expense and Carfare [Note: Language that addresses "Expenses Incurred in Visiting the Medical Office or Consultants" in this same section would apply], 2) the provision in Section 11, paragraph 2 that limits the changing of work locations, and 3) Temporary Administrative Assignment Differential.
- In lieu of Section 9 - Reimbursement for Expenses b) Travel Expense and Carfare, employees in the title of Material Equipment Technician and Material System Technician will be covered by the attached provisions (Attachment 2) regarding Allowance for Daily Travel, with no limitation regarding changing work locations. In addition, Section 9 - Reimbursement for Expenses a) Board and Lodging will be triggered as described in Section 3 of Attachment 2.
- Any dispute regarding the meaning or intent of this agreement may be arbitrated consistent with the collective bargaining agreement.

To the extent that the terms of this agreement are in addition to or inconsistent with the collective bargaining agreement, it is without prejudice or precedent to either parties position, and is limited to this agreement and is not applicable to any other circumstance.

Re: MET/MST (Cont'd)

Local 827, International Brotherhood of Electrical Workers, AFL-CIO

(Original Signed By)

William D. Huber  
President/Business Manager

Date \_\_\_\_\_

(Original Signed By)

Dominic Turdo  
Vice President

Date \_\_\_\_\_

(Original Signed By)

Dennis E. Sheridan  
Recording Secretary

Date \_\_\_\_\_

(Original Signed By)

David F. Exner  
Treasurer

Date \_\_\_\_\_

Verizon New Jersey Inc./Verizon Services Corp.

(Original Signed By)

William C. Hart  
Director - Labor Relations

Date \_\_\_\_\_

## ATTACHMENT I

### General Duties:

The Material Equipment Technician will perform installation work of the type that is currently performed and that will continue to be performed by equipment vendors (e.g., Lucent, Fujitsu, etc.) at Verizon central office locations. These duties generally include but are not limited to:

1. Perform installation work on communications equipment under minimum direction and exercises independent judgement.
2. Assembles and mounts communication equipment, transmission and operator facilities such as data, mobile radio, carrier, microwave, video, digital and other general switching equipment.
3. Performs complex wiring operations including fanning, forming, dressing, splicing and cross connections.
4. Works from detailed engineering specifications, circuit sheets, schematic drawings and detail change sheets.
5. Performs circuit tests and clears troubles encountered in wiring or equipment.
6. Directs the efforts of other employees.
7. Keeps complete detailed written records of all work activity.
8. May drive Company vehicle.
9. Moves and/or lifts up to 60 lbs.

The Material System Technician will perform installation work of the type that is currently performed and that will continue to be performed by equipment vendors (e.g., Lucent, Fujitsu, etc.) at Verizon central office locations. These duties generally include but are not limited to:

1. Performs installation work on complicated communications equipment under minimum direction and exercises independent judgement.
2. Analyzes detailed engineering specifications including but not limited to floor layout, wiring diagrams, testing procedures and specifications.
3. Tests and adjusts complex equipment to meet systems engineering specifications using test sets, signal generators, ohmmeters, oscilloscopes, etc.
4. Analyzes any combination of complex circuits associated with equipment on a frame or combination of frames in order to locate and clear trouble.
5. Coordinates with all personnel involved in job activity exchanging information necessary to complete jobs.
6. Directs the efforts of other employees.
7. Keeps complete detailed written records of all work activity.
8. May drive Company vehicle.
9. Moves and/or lifts up to 60 lbs.

## ATTACHMENT 2

### ALLOWANCE FOR DAILY TRAVEL ARTICLE

#### Work Location

Section 1. For the purpose of computing allowances the Company shall designate a work location for each employee under this Article. In the case of an employee who normally reports to a fixed location, the Company shall designate such locations as his work location. In the case of an employee who normally does not report to a fixed location, the Company shall designate for him a work location such as, a storeroom, a locker, a garage, a customer location, or a job location. The Company may change the designation of an employee's work location and such change shall be treated as a transfer under this Article only if the employee's new work location lies outside his former work locality.

#### Daily Travel on Temporary Transfer

Section 2. When an employee is temporarily transferred to an assignment which requires him to begin or end his work day outside his work locality, he shall carry his Company issued hand tools, he shall make his own arrangements for transportation between the temporary assignment and his home (or other off-the-job location) and shall receive a travel allowance for each such work day in an amount designated by the road mile distance from his work location to the point where he began or ended such work day, as the case may be, in accordance with the following table:

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

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

**ATTACHMENT 2**

**ALLOWANCE FOR DAILY TRAVEL ARTICLE (Cont'd)**

**Board and Lodging on Temporary Transfer**

**Section 3.** When an employee is temporarily transferred to an assignment which requires him to begin or end his work day outside his work locality at a point more than fifty (50) road miles from his work location, and more than fifty (50) road miles from his residence, he shall board and lodge at or near the location of his temporary assignment. In these instances, the provisions of the current collective bargaining agreement contained in Section 9 - Reimbursement for Expenses a) Board and Lodging would apply.

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Moving Expenses

Dear Mr. Huber:

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

The parties agree that these costs shall be limited to:

- transportation of the employee's household goods and personal effects from the old to the new household;
- one-way transportation costs at 9 cents per mile;
- reimbursement of one night's lodging, if necessary, on the same basis as Exhibit I, Section 9;
- real estate commission up to 6% of the sale price of the old residence.

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

The employee, no later than the effective date of the transfer, may elect not to move, in which case the Company will reimburse the employee in accordance with Exhibit I, Section 11, Personal Car Use in Connection with Emergency Work, for travel to and from the new reporting place for a period of 90 calendar days commencing with the effective date of the transfer. The employee will not be entitled to receive any travel time or travel expenses.

If you concur with the foregoing, please sign one copy and return to me.

Very truly yours,  
(Original Signed By)  
William C. Hart

(Original Signed By)  
William D. Huber

**October 27, 2000**

**Mr. William D. Huber, President\Business Manager**  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

**Re: Plant & Building Cleaner**

**Dear Mr. Huber:**

The Company and the Union have agreed that the basic weekly wage for all Plant and Building (Day and Evening) Cleaners as well as the hourly rate for Part-time Cleaners will remain in effect until May 21, 2000. Thereafter, the Plant and Building Cleaners will receive increases in accordance with the contract.

The Company also agrees that for the term of the 2000 Agreement, it will not lay off any Plant or Building cleaners. It is further understood that this agreement will in no way limit the Company's ability to continue to consolidate and outsource this type of work or to make use of any of the other provisions in the Agreement to achieve necessary force adjustments.

Very truly yours,

(Original Signed By)  
**William C. Hart**

(Original Signed By)  
**William D. Huber**

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Prevailing Wages

Dear Mr. Huber:

As you are aware, the Company is required to pay prevailing wages on various job sites funded by public monies or leased by governmental agencies. The prevailing rates vary from area to area.

The collective bargaining agreements provides for specific maximum weekly wage rates to be paid in specific titles. Prevailing rates are, or may be, above the Collective Bargaining Agreement rates, however no employee will be paid less than his/her current wages under the contract.

This letter will serve to amend the Collective Bargaining Agreement to establish the prevailing rates as basic weekly wage rates when work is performed on job sites requiring payment of same. The dues check-off provision of the Agreement will apply to all wages paid at the prevailing rate. Therefore, dues will be withheld and forwarded to the Union based on the prevailing wage rate.

If you concur with the foregoing, please sign one copy and return to me.

Very truly yours,

(Original Signed By)  
William C. Hart

(Original Signed By)  
William D. Huber

October 27, 2000

Mr. **William D. Huber**, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Regional Attendance Plan

Dear **Mr. Huber**:

As you are aware, the Company has administered a Regional Attendance Plan for a number of years. As a part of this practice, employees have been suspended where the Company deemed it appropriate.

You have questioned whether employees who have an attendance problem should be suspended thereby increasing their time off the job.

Therefore, it is agreed that henceforth the Company may substitute a disciplinary letter where an employee would otherwise be suspended for tardiness and/or absence. This letter will be tantamount to a suspension and be sufficient to constitute progressive discipline. As such, it may be arbitrated pursuant to Article VIII of the Agreement. This agreement will apply during the term of the 2000 Agreement.

If you concur with the foregoing, please sign one copy and return to me.

Very truly yours,

(Original Signed By)  
**William C. Hart**

(Original Signed By)  
**William D. Huber**

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Repair Service Attendants

Dear Mr. Huber:

The Company agrees to the following with respect to those employees currently holding the title of Repair Service Attendant (see Attachment A).

The Repair Service Attendants (RSAs) referred to above will not be subject to involuntary force adjustment procedures due solely to their inability to achieve qualifying scores on the tests necessary to attain the title of Repair Service Clerk (RSC).

If an involuntary force adjustment involving these RSAs is required in the bargaining unit, they will be considered part of the same individual occupational classification as the RSCs in the bargaining unit, solely for purposes of such involuntary force adjustment.

Assuming that their performance remains fully satisfactory, these RSAs may continue to perform the same functions performed by RSCs in the MCT and will receive higher craft pay (HCP) for performing these functions. The parties further agree that these RSAs will not be upgraded to the RSC title if they receive HCP for more than 50% of the time in a consecutive six-month period, unless they have achieved qualifying scores on the tests necessary to attain the title of RSC.

It is agreed that the RSAs will be encouraged to take (and retake at prescribed intervals) the tests necessary to qualify for the RSC title, but that their failure to take the tests (or to pass the tests) will in no way have an adverse impact on their employment status.

Re: Repair Service Attendants (Cont'd)

This agreement is without prejudice to the positions of the parties in this or any pending or future case between them. This settlement shall not constitute a precedent and shall not be mentioned or referred to in any other pending or future case between the parties except to enforce the terms of this agreement.

Very truly yours,

(Original Signed By)  
**William C. Hart**

(Original Signed By)  
**William D. Huber**

Attachment A

Repair Service Attendants

MCT Associates Holding RSA Title

NAME

(9) On file

SOCIAL SECURITY NO.

(9) On file

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Return of Management Employees to the Bargaining Unit

Dear Mr. Huber:

The Company agrees that for the life of the current collective bargaining agreements (Plant & Engineering and Comptroller & General Departments) between the parties, any management employee who is returned to the bargaining unit for any reason (after March 13, 1996) shall be assigned a unique net credited service date for layoff purposes. The employee's net credited service date for layoff purposes shall be the date the employee is returned to the bargaining unit. The employee's net credited service date for all other purposes (including calculation of applicable termination allowances) shall remain unchanged.

The Union agrees not to grieve any decisions by the Company to return a management person to the bargaining unit during the life of the current collective bargaining agreements, except to enforce the terms of this agreement.

This agreement is without prejudice to the positions of the parties in this or any pending or future case between them. This settlement shall not constitute a precedent and shall not be mentioned or referred to in any other pending or future case between the parties except to enforce the terms of this agreement.

Very truly yours,

(Original Signed By)  
William C. Hart

(Original Signed By)  
William D. Huber

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Subcontracting of Coin Work

Dear Mr. Huber:

The Company agrees to the following allocation of job functions on a trial basis between Services Technicians and contractors in connection with coin telephone installation and maintenance.

- a) Post-mounted installations will be completed by the contractor. This includes the enclosure.
- b) If a mast is required on an installation, the technician will install the required type of mast.
- c) All wall-mounted stations will be installed by the technicians unless electric is required. If electric is a requirement, the contractor will install the backboard and place all conduits required.
- d) The technicians will install an outdoor booth when electric is not required or if the source of electric is of the plug-in type. If hard-wired electric is required the contractor will mount the booth and terminate the electric as specified.
- e) On disconnect orders, the technician will remove all equipment. If electric exists, the post and/or backboard will be left for the contractor to remove. This will avoid an electrical hazard.
- f) On moves, when electric is required, the contractor will install the post or backboard and run the necessary conduits. At the same time, they will disconnect the old source of electric. The technician will remove the equipment from the old location and install the enclosure at the new location.
- g) All enclosure-related repairs will be completed by the technicians.

Re: **Subcontracting of Coin Work (Cont'd)**

The Company will continue to monitor the cost of the job functions detailed above, and reserves the right (upon 30 days notice to the Union) to transfer functions performed by Company technicians to a contractor if the Company determines that it is cost effective to do so. Similarly, the Company reserves the right to assign work currently assigned to a contractor to technicians if the Company determines it is cost effective to do so.

This agreement will remain in effect until the expiration of the current collective bargaining agreement between the parties.

If you concur with the foregoing, please sign one copy and return to me.

Very truly yours,

(Original Signed By)

**William C. Hart**

(Original Signed By)

**William D. Huber**

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Technical Training Partnership Agreement (Labs)

Dear Mr. Huber:

Both the Union and the Company have partnered to attempt a unique approach to the technical training issue. The focus of this partnership is in three primary areas: Quality technical training, job security, and best cost. It is the opinion of the Union and the Company that current training practices are failing to address these key areas successfully. The partnership agrees that application based training provided by bargaining unit employees to bargaining unit employees is the best way to address our training needs. The partnership has agreed to focus on the following topics: 5 ESS (taught on live 5 ESS at Corporate Training Center), Network Surveillance, and Network Digital Services (DSL, DS3, Sonet).

The Company will solicit volunteers from eligible job titles for trainer positions. The trainer positions will require bargaining unit employees to develop skills necessary to create courses and deliver technical training. This may require successful completion, by the volunteers, of "train the trainer" or "trainer certification" programs. In addition, the volunteers must be highly motivated, self-starting individuals who possess the following skills:

1. good writing skills;
2. good oral skills;
3. solid technical background;
4. two years satisfactory or greater evaluation;
5. good tirks/cimap background;
6. minimum one year in current title.

The volunteers selected will participate for one year. During the training assignment, they will be relieved of their normal job responsibilities and dedicated entirely to the project.

Volunteers will not have their reporting places changed during the project, and will receive pay treatment, travel expense and carfare in accordance with contractual provisions for a temporary assignment. The training sites will be the Performance Enhancement Lab in Newark, NJ, and the Corporate Training Center in South Plainfield, NJ.

Pay treatment for Trainers is described in the P&E Agreement in EXHIBIT I -- WORKING CONDITIONS, Section 7 -- Basis of Compensation, Training Differential.

Re: Technical Training Partnership Agreement (Labs) (Cont'd)

None of the provisions of this agreement, with the exception of Training Differential, shall be subject to the grievance and arbitration procedure. The parties agree to meet as required to attempt to resolve any disputes which may arise.

Very truly yours,

(Original Signed By)  
**William C. Hart**

(Original Signed By)  
**William D. Huber**

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers  
263 Ward Street  
East Windsor, NJ 08520

Re: Letter of Intent -Temporary Administrative Assignment

Dear Mr. Huber:

It is not the intention of Verizon New Jersey Inc. and Verizon Services Corp. to utilize the Temporary Administrative Assignment to permanently replace management employees or to go beyond the scope of the language in the agreement. If the Union determines that such a situation exists, it should notify the Labor Relations Representative who will take the appropriate action. In order to afford an opportunity to as many employees as possible to volunteer for a Temporary Administrative Assignment, the Company agrees that no employee will serve in such assignment for more than sixty (60) days in any year. These days may be consecutive or non-consecutive, at the Company's discretion.

This letter and its subject matter shall not be subject to the grievance or arbitration process.

Very truly yours,

(Original Signed By)  
William C. Hart

(Original Signed By)  
William D. Huber

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

Re: Trainers

Dear Mr. Huber:

A Trainer is a bargaining unit employee who, under the direction of management, conducts formal or informal training of other employees either at a training center or a work location.

Pay treatment for Trainers is described in this Agreement in EXHIBIT 1 -- WORKING CONDITIONS, Section 7 -- Basis of Compensation, Training Differential.

Candidates for Trainer positions will be selected from volunteers in eligible job titles. Candidates will be selected jointly in each area by a Management representative and a Union representative appointed by Local 827. When considering volunteers, the Management and Union representatives will utilize the Selection Criteria found in the Attachment to this letter. Final selection of Trainers for district work location training will be the responsibility of the Management and Union representatives. Final selection of Trainers for Training Center courses will be the sole responsibility of representatives of the Performance Enhancement Organization. The Performance Enhancement Organization may replace any Trainer who does not successfully complete "train the trainer" or "trainer certification" training. The Performance Enhancement Organization will make the final decision regarding replacement of any Trainer who does not satisfactorily perform the duties of the position. A Trainer may resign the position at any time upon giving two weeks notice.

Trainers will remain on the payroll of their home districts. It is the intention of the Company that Trainers will normally spend no more than 25% of the available work days each month on these assignments, and will normally deliver

Re: Trainers (Cont'd)

formal training up to five days per month. While conducting formal training, Trainers will normally be placed on Monday to Friday, 8:00 a.m. to 5:00 p.m. schedules in their home districts. The bargaining unit employees involved will be available to work incidental Monday to Friday overtime, and Saturday and Sunday overtime in their home districts. At the discretion of the Company, Trainers may continue with these assigned duties during declared states of emergency.

None of the provisions of this agreement, with the exception of Training Differential, shall be subject to the grievance and arbitration procedure. The parties agree to meet as required to attempt to resolve any disputes which may arise.

Very truly yours,

(Original Signed By)  
**William C. Hart**

(Original Signed By)  
**William D. Huber**

## **ATTACHMENT**

**Trainers**

**October 27, 2000**

### **SELECTION CRITERIA (VOLUNTEER ATTRIBUTES)**

- Ability to speak clearly and concisely.
- Willingness to accept coaching and ability to give and receive feedback.
- Overall job performance.
- Overall attendance record.
- Overall safety record.
- Ability to grasp new ideas and concepts.
- Level of technical competence.
- Commitment to work toward exceeding customer requirements.
- Personal standard of integrity.
- Willingness to work overtime when required.
- Willingness to work in other locations besides own reporting district.
- Willingness to provide own transportation to various training or certification sites.

October 27, 2000

Mr. William D. Huber, President  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, New Jersey 08520

Re: Union Orientation Time

Dear Mr. Huber:

The Union will have the opportunity to meet with employees newly entering the bargaining unit for the purpose of furnishing them information about the Union. Subject to the needs of the business, the Company will excuse such employee(s) for a Union orientation meeting as soon as practicable after the employee(s) reports to the work location. The Union orientation time shall be limited to thirty (30) minutes regardless of the number of participants. The Union orientation shall be conducted by a union steward assigned to the work location and it will be paid as time worked for the steward and the employee(s) provided that the meeting takes place during the assigned tour of the steward and the employee(s).

When more than one employee newly entering the bargaining unit, either reports or is scheduled to report to the work location within the same two-week period, the Company, at its option, can require the Union to hold a single group meeting.

The Company will introduce employees transferring into the work group to the local union steward assigned to the area.

Very truly yours,

(Original Signed By)  
William C. Hart

(Original Signed By)  
William D. Huber

October 27, 2000

Mr. William D. Huber, President/Business Manager  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, New Jersey 08520

Re: Vacation Selection

Dear Mr. Huber:

*During 1983 bargaining, the parties discussed the Union's desire to have the Company's Vacation Selection and Scheduling Practice made part of the Agreement.*

The Company rejected this demand but is willing for the duration of the current agreement, to list in this letter the major points of the selection process for the Union's information.

When practicable, the vacation selection process will begin no later than December 1 and be completed by December 31 of the year prior to the year being selected.

The selection process shall include, in addition to vacations, the selection of Personal Holidays, Vacation Holidays and Excused Workdays. For this purpose, each employee shall prepare a vacation request form indicating, where applicable, first, second and third choice selections.

To the extent permitted by work requirements, as determined by the Company, seniority based on net credited service shall be given primary consideration in the selection process.

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

1. All Full Weeks Vacation
2. Day-at-a-time Vacation Days
3. Personal Holiday
4. Vacation Holiday
5. Paid Excused Workday
6. Unpaid Excused Workday

Re: Vacation Selection (Cont'd)

1) All Full Weeks Vacation

By seniority, each employee shall be granted his first and second full week of vacation if so entitled, or if eligible, pass on one full week which will be granted later in the scheduling process as a day-at-a-time vacation.

Then, by seniority, each employee shall be granted his third full week vacation if so entitled, provided he has not selected the day-at-a-time vacation option.

Then, by seniority, each employee shall be granted his fourth full week vacation if so entitled, provided he has not selected the day-at-a-time vacation option.

Then, by seniority, each employee shall be granted his fifth full week vacation if so entitled, provided he has not selected the day-at-a-time vacation option.

2) Day-at-a-time Vacation

By seniority each employee who selects the day-at-a-time option shall be granted his day-at-a-time vacation days or will select reserve time for these days.\*

3) Personal Holiday

By seniority, each employee shall be granted his Personal Holiday, if so entitled, or will select reserve time for this day.\*

4) Vacation Holiday

By seniority, each employee shall be granted his Vacation Holiday(s) if so entitled or will select reserve time for this day(s).\*

5) Paid Excused workdays

By seniority, each employee shall be granted his paid excused workdays or will select reserve time for these days.\*

Re: Vacation Selection (Cont'd)

6) Unpaid Excused Workdays

By seniority each employee shall be granted his unpaid excused workday or will select reserve time for this day.\*

\*NOTE: The period through which reserve time may be scheduled shall extend through March 31 of the following calendar year.

An employee who selects reserve time for any of the above days will forfeit his seniority standing. In this event, request to take these days prior to the reserve time will be considered on a first come, first served basis.

Any of these days not taken by the employee prior to the scheduled reserve time must be taken during the scheduled reserve time by that employee.

If you concur with the foregoing, please sign one copy and return to me.

Very truly yours,

(Original Signed By)  
William C. Hart

(Original Signed By)  
William D. Huber

## Letter of Understanding - "VADI"

A condition of the Federal Communications Commission's approval of the merger between Bell Atlantic and GTE is the creation of a separate data affiliate ("SDA") to provide certain data services. The parties understand that the SDA, initially known as Bell Atlantic Network Data, Inc. and as the SDA's name may change from time to time ("VADI") will need to employ employees who are currently employed by some former Verizon Network Services Companies in bargaining units represented by the IBEW ("Union"). The Network Services Companies and the Union hereby agree that bargaining unit employees of the Network Services Companies may be transferred, to employment at VADI, which shall be treated as a transfer between employers within the same bargaining unit. When a transfer is to be made, the Company will seek volunteers from the title and work group from which the transfer is to be made, and transfer in seniority order. If there are no volunteers, the Company will force transfer employees from the title and work group in reverse seniority order. Simultaneous with such transfers, VADI will recognize the Union as the exclusive bargaining representative of the transferred employees, and the collective bargaining agreement that governed employees' terms and conditions of employment immediately prior to the change in employer will be amended to add VADI as a party to the agreement effective as of the date of the first employee's transfer. (If VADI's corporate name is changed, the new name will be substituted for VADI.)

VADI employees will continue to be covered by any promotion, lateral or downgrade plans (as well as all other rights) available to employees of the former Network Services Companies and may continue to avail themselves of the use of these plans.

The parties further understand that as a result of regulatory requirements, VADI will not be able to provide local concession telephone service to its employees. Instead, bargaining unit employees shall receive \$35 per month to be included in payroll compensation that will be effective upon the first month that a bargaining unit employee becomes employed by VADI. VADI employees who retire during the life of the current agreement will receive a lump sum payment of \$2,600, less applicable deductions.

**October 27, 2000**

**Mr. William D. Huber, President/Business Manager**  
Local 827, International Brotherhood  
of Electrical Workers, AFL-CIO  
263 Ward Street  
East Windsor, NJ 08520

**Re: VCS Transfers**

**Dear Mr. Huber:**

The Company agrees that for the life of the extension agreement between the parties, the Company will hire VCS Technicians on a seniority basis. For this purpose, seniority shall be based upon net credited service.

Very truly yours,

(Original Signed By)  
**William C. Hart**

(Original Signed By)  
**William D. Huber**

### Miscellaneous Items From 1995 Memorandum of Understanding

After the conclusion of 1995 bargaining the Union requested that the following items from the Memorandum of Understanding be included in this printed contract:

Advisory Council on Career and Life Strategies (ACCLS)

Amended Network Operations Line of Business - BroadBand Network Agreement (August 15, 2000)

Competitive Skills Incentive Award

Corporate Profit Sharing - Enhanced Plan

Joint Time for Regional Committee Participation

Letter of Understanding - VZ NJ and IBEW Local 827  
Subcontracting of Telephone Loop/Drop by VCS (May 21, 1995)

Team-Based Incentive Pay

Voluntary Force Adjustment Incentives

Benefit Plan Amendments

The parties expressly agree the provisions listed above may not be arbitrated, except as provided in Corporate Profit Sharing - Enhanced Plan, paragraph 10.

## ADVISORY COUNCIL ON CAREER AND LIFE STRATEGIES (ACCLS)

Effective January 1, 1996, a new joint "Advisory Council On Career And Life Strategies" (ACCLS) on employee career development, skill enhancement, family support and educational programs will be established which consolidates and replaces the Advisory Committee on Family Care, the Training Advisory Board Executive Council and local Training Advisory Boards. Provided the Communications Workers of America agrees to these terms, the ACCLS will consist of twelve (12) members, six (6) to be appointed by the Companies, three (3) to be appointed by the IBEW and three (3) by the CWA. The Council will meet at least four (4) times per year. If, however, the CWA does not agree to these terms, the ACCLS will consist of six (6) members - three (3) appointed by the Companies and three (3) appointed by the IBEW.

The general goals of the ACCLS will be to:

- promote lifelong learning through educational opportunities which meet individual employee needs
- provide personal and career choices
- create a skilled and flexible work force prepared to fully participate in a changing competitive environment
- promote work/life balance through the support of family care resources and initiatives

The ACCLS will be responsible for researching, developing, evaluating, funding, monitoring, deploying and communicating programs and initiatives in the following areas:

- Employment Security Training Programs
- career counseling services and resources
- continuing education programs including home study (Atlas), and after hours programs (PM education)
- provide information on available company programs and procedures (e.g., Intercountry Job Bank and Tuition Assistance Program)
- criteria development for awarding competitive skill bonuses
- child and elder care resource and referral services
- community development programs to increase and expand family care services and educational programs in the communities where employees reside or work

- family care education programs for employees and their families
- sponsor surveys, studies and reports involving the needs of employees and the changing of family care
- arrange for a program, which will be available to employees outside of work time, to assist them in dealing with stress

The ACCLS will, by majority vote, have the authority to select, enter into contracts with providers/suppliers and expend funds for any of the services outlined above. The Council will also have the authority to select and hire full time staff to carry out decisions and the day to day business of the council.

The Companies will provide funding in the amount of \$505.00 per employees over the life of the agreement to fund services and programs selected by the ACCLS; \$76,000.00 to the ACCLS to fund a seminar for the ACCLS Training Advocates; additional \$109,500.00 for the Competitive Skills Award (\$36,500.00 for each year of the contract period); over the life of this contract, the Company will provide for a Training Liaison position, to be paid at the highest wage rate in the employee's bargaining unit. The ACCLS will be funded up to \$110,000.00 for the first year of the contract and up to \$115,000.00 for each subsequent year of the contract to pay for this position. Any unused monies may be used to fund additional services and programs selected by the ACCLS. The Council will be responsible for accounting for all funds expended and to carry out its duties in accord with good business judgment and applicable Company policies.

Training and development programs funded through the ACCLS will not, as a general matter, be of the type which employees are required or expected to participate in as part of the training for their current jobs. Participation in all ACCLS sponsored programs will be voluntary and will occur outside of working hours.

#### COMPETITIVE SKILLS INCENTIVE AWARD

These provisions will be effective from January 1, 1996 through August 2, 2003. The following are the terms, conditions and principles for implementation of the competitive skills incentive award.

1. The newly formed advisory Council on Career and Life Strategies

(ACCLS) will be chartered to identify specific educational programs and curricula that directly support the development of competitive technological and customer service skills in the telecommunications industry. These designated programs and curricula must be offered by an accredited educational institution such as a community college or technical school.

2. The designated programs and curricula must be available to employees across the seven state region using distance learning technologies or other flexible delivery methods.
3. Tuition for these designated programs and curricula will be paid through the Company's Tuition Assistance Plan and the employee must meet the enrollment requirements of the institution.
4. All programs and curricula pursued by employees will be taken out of hours.
5. Upon successful completion of all of these designated programs and/or curricula, a Competitive Skills Incentive Award will be paid to the employee. The Award will be paid as a single lump sum payment directly to the employee. The Award will not exceed \$750.00 for any one type achievement. The ACCLS will predetermine the size of the Award for each grouping of designated programs or curricula.
6. The Award pool will be established and funded by the Companies as part of general ACCLS funding.
7. The ACCLS will be responsible for reviewing and tracking the quality and relevancy of each of the designated programs or curricula and the education institutions. The ACCLS will also be responsible for communicating and educating employees on the available programs, enrollment and award information.

**AMENDED NETWORK OPERATIONS LINE OF BUSINESS  
BROADBAND NETWORK AGREEMENT**

**August 15, 2000**

**WHEREAS**, New Jersey Bell Telephone Company provided a work security protection commitment letter dated September 2, 1992, regarding Fiber Optic Cable and Fiber Optic Communications Facilities; and

**WHEREAS**, in 1995 the parties extended the term of the work security commitment and redefined the scope of that work which is protected within the New Jersey Broadband Network; and

**WHEREAS**, the parties desire to amend the work which the Company assigns to Verizon Connected Solutions, Inc. (VCS)

**NOW, THEREFORE**, Local 827, IBEW and Verizon New Jersey Inc. (VNJ) agree as follows:

1. The following work security protection shall apply to the below described work operations which are performed in New Jersey by VNJ in the Network Operations Line of Business, whether or not VNJ operates the Network Operations Line of Business as a separate Line of Business and whether or not these work operations are transferred to another organization or entity within VNJ:

- A. With regard to that portion of the Broadband Network which is defined in subsection 1(B) as Broadband Facilities, the placement (except for the continued use of Flow Mole or other burying/trenching methods), transfer, splicing and repair of such Broadband Facilities will be assigned exclusively to VNJ employees represented by Local 827. The only exception will be in the event of an emergency or in a situation where VNJ determines that there are extraordinary circumstances that require outside assistance.
- B. Broadband Facilities is defined as any fiber optic cable and associated electronics, coaxial cable and associated electronics, or any other newly developed wire or cable material and associated electronics actually used in the deployment of the

**Broadband Network to deliver a broad range of voice, data, imaging and video service applications not located within a VNJ central office which is or will be maintained, operated and majority or wholly owned by VNJ and which is or will be located between the vaults of any two VNJ central offices, or between a customer serving terminal/TAP/ONU and vault of the "end office" VNJ central office. These facilities are commonly referred to as inter-office, feeder and distribution outside plant facilities. Broadband Facility does not include traditional copper wire facilities.**

- 2. This Agreement shall not apply to support or routing structures, poles, strand, anchors, guys, trees, huts, vaults, conduit, innerduct, rods, trenches or other structures used to support, route or enclose Broadband Facilities or to cable locating activities.**
- 3. All video work on the remaining portion of the Broadband Network from the serving terminal/TAP/ONU to and including the customer's premises (e.g., drop, inside wire, set top or other equipment) can be performed by VCS.**
- 4. Except as provided in Paragraph 5 below, all telephony work on the remaining portion of the Broadband Network from the serving terminal/TAP/ONU to and including the customer's premises (e.g., drop, inside wire, network interface device, jacks, CPE device or other equipment) can be performed by VCS.**
- 5. Commencing no later than August 1, 2001, VCS will no longer perform repair work between the serving terminal/TAP/ONU and the Company's side of the network interface device ("drop repair work"). This work will be dispatched exclusively to IBEW-represented employees of VNJ. For purposes of this Paragraph 5, "drop repair work" does not include repair, replacement and/or connection of buried drops, or "C" wire, after service has been restored or connected by temporary means.**

**The Company shall, in any event, have the right to assign "drop repair work" to VCS during the period of a declared emergency.**

6. In all General Manager areas (districts) where VCS is performing telephony work, all regular full-time VNJ Network Operations employees hired on or before May 21, 1995 and holding the title of Systems Technician, Outside Plan Technician, and Facilities Technician will not be subject to layoff. In the event these employees' titles are changed but their duties remain essentially unchanged, such employees will continue to have this layoff protection. If VCS is not performing telephony work in a General Manager Area this layoff protection will not apply.

In General Manager areas where VCS is not performing telephony work the assignment of the telephone work described in Paragraph 4 will be governed by whatever rights VNJ and IBEW Local 827 may have had prior to the beginning of negotiations leading to this Agreement.

7. Commencing no later than October 1, 2000, when a VNJ employee is dispatched on "drop repair work", and the trouble on that job is at or beyond the customer's side of the network interface device ("inside repair work"), the "inside repair work" will be performed by the VNJ employee if the customer is present to provide access at the time of the visit.
8. This Amended Agreement is not intended to affect the ability of VCS technicians to perform repair work involving the network interface device when dispatched to a repair job involving "inside repair work".
9. These commitments regarding "drop repair work" apply only to repair jobs necessary to restore or correct service in response to a specific trouble report.
10. Except as specified in paragraphs 4, 5, 7, 8 and 9 herein, this Agreement does not modify, increase or diminish, and shall not be construed to modify, increase or diminish the existing rights of either Local 827 or VNJ (formerly New Jersey Bell Telephone Company and Bell Atlantic-New Jersey, Inc.) contained in their existing collective bargaining agreements.

11. This Amended Agreement is expressly contingent upon the successful completion and ratification of a general collective bargaining agreement between Local 827 and Verizon Connected Solutions, Inc.
12. The provisions of this Agreement may not be arbitrated.
13. This Amended Agreement, which supersedes the Broadband Network Agreement dated May 21, 1995, shall become effective on August 15, 2000 and continue in effect until 11:59 p.m. on August 2, 2003.

**FOR THE IBEW:**  
(Original Signed By)  
William D. Huber  
President/Business Manager  
Local 827, IBEW

**FOR VNJ:**  
(Original Signed By)  
William C. Hart  
Director – Labor Relations  
Verizon Services Corp.

#### **CORPORATE PROFIT SHARING – CPS**

The following Corporate Profit Sharing Plan shall apply during the term of this Amendment, in place of the prior terms of the plan:

**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 Plan will provide awards for results in calendar years 2000, 2001 and 2002, with awards payable in 2001, 2002 and 2003.

**Section 3. Eligibility.**

- (a) **Eligible Employees.** Full-time and part-time regular, term and temporary employees who are on the payroll for at least 90 days during an applicable Plan Year will be eligible to receive a CPS Distribution to the extent earned and payable. Employees who resign or are discharged for cause prior to December 31 of the Plan Year forfeit their eligibility to receive a CPS Distribution.
- (b) **Proration for Partial Years.** For an employee who is employed

more than 90 days, but less than 12 months, of the Plan Year, the employee's CPS Distribution will be prorated by twelfths to correspond to the number of months of participation during the Plan Year. For purposes of proration, a month will be taken into account if the employee is actively participating on the first day of the calendar month.

- (c) **Proration for Part-Time Employees.** CPS Distribution for each eligible part-time employee will be prorated as a percent of the normal workweek for a full-time employee in the same title.

**Section 4. Time Worked and Leaves of Absence.** The following will count as time on the payroll for CPS Distributions:

- (a) **Absence attributable to approved sickness or accident disability up to accrued FMLA leave.**
- (b) **Departmental leave (up to 30 days).**
- (c) **Time that an employee is eligible to receive pay for Military Leave.**
- (d) **Up to 30 days for Anticipated Disability Leave and Child Care leave combined.**
- (e) **Up to 30 days for any other approved leave.**

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

**Section 5. Separations.** An employee who is otherwise eligible for a CPS Distribution will not lose eligibility due to the following separations (so long as the employee has a period of at least 90 days of active participation during the Plan Year):

- (a) **Retirement**
- (b) **Separation due to force surplus**
- (c) **Transfer (or a quit/hire, with a break not exceeding 30 days) to another company that participates in this Plan or to an affiliated**

company with a collectively bargained corporate profit sharing plan that is substantially similar to this Plan, and the employee is on the payroll of such company on December 31 of the same year

- (d) Death of the employee
- (e) Promotion to management, and the employee is on the payroll of the company in which he or she is employed as a manager on December 31 of the same year

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

#### Section 6. CPS Distribution Calculations.

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

<u>Performance Year</u>	<u>Standard CPS Distributions</u>	<u>Year Payable</u>
2000	\$500	2001
2001	\$500	2002
2002	\$500	2003

- (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) Minimum Payout. Notwithstanding paragraphs (a) and (b) above, the minimum distribution for Performance Year 2000 will be \$500, the minimum distribution for Performance Year 2001 will be \$600, and the minimum distribution for Performance Year 2002 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) 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.**
- (b) 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.**
- (c) 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. Any "make-whole" arbitration award (which reinstates an employee with full back pay) shall include any applicable CPS distribution for the Plan Year in which the employee had been separated from employment if the employee was otherwise eligible and did not otherwise receive a distribution for the applicable Plan Year.

#### **JOINT TIME FOR PARTICIPATION IN JOINT COMMITTEES**

Effective May 21, 1995, employee participation on a regional committee will be paid as joint time. The payment of joint time will be limited to time spent in the meeting(s) plus travel time within the employee's scheduled tour. Furthermore, joint time will not be applicable to those who are on a Union Leave of Absence. The committees for which joint time will be paid are as follows:

- **Advisory Committee on Health Care**
  - Steering Committee
  - Working Committee
- **Advisory Council on Career and Life Strategies**
- **Advisory Council on Labor-Management Relations (IBEW)**
- **Business Expansion Committee**
- **Joint Title Review Committee**
- **National Health Care Reform Committee**
- **Safety Executive Council**
- **Technology Change Committee**

**This list is intended to include all regional joint committees for which joint time is paid; if any were inadvertently omitted, they are eligible for the same treatment.**

LETTER OF UNDERSTANDING - VZ NJ AND IBEW LOCAL 827  
SUBCONTRACTING OF TELEPHONE LOOP/DROP BY VCS  
May 21, 1995

In determining whether VZ NJ is available to perform installation and maintenance work on telephone loops/drop for VCS under the first paragraph of the attached letter, VZ NJ will perform such work provided its composite overtime rate for the relevant General Manager area in the titles of Splicing Technician, Systems Technician, Outside Plant Technician and Communications Technician is no higher than fifteen (15) percent for the current and immediately preceding month.

FOR THE IBEW:  
(Original Signed By)  
**William D. Huber**  
President/Business Manager

FOR VZ NJ:  
(Original Signed By)  
**William C. Hart**  
Director-Labor Relations

TEAM BASED INCENTIVE 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, semi-annually or annually. Teams may be at career level 03 (2<sup>nd</sup> tier manager level) or larger groups. The Company will meet with the 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.

VOLUNTARY FORCE ADJUSTMENT INCENTIVES

These provisions will be effective from May 21, 1995 through August 2, 2003.

Whenever, the Company advises the Union that there exists an occasion to reduce force, the Company shall determine the extent of the reduction required, the effective date or dates thereof, and the job titles, work groups and localities affected. The Company shall, prior to implementation, give at

least thirty (30) days notice to the applicable IBEW Local of its intention to offer voluntary force adjustment incentives and negotiate with the Union the method or methods to be used. To the extent such Voluntary Force Adjustment Incentives are not already permissible under current contractual provisions (e.g., Income Security Plan (ISP), Enhanced ISP) such incentives will be implemented only with the Union's concurrence. To the extent feasible, the objective will be to give affected employees choices among incentives, including combinations of the following:

- special leaves of absence, including but not limited to:
  - leaves for extended periods of time,
  - leaves with some or all benefits paid by the Company, and/or
  - leaves with full or partial service credit;
- special assignments, with or without partial or complete wage protection;
- special severance benefits, including but not limited to:
  - severance pay,
  - supplemental unemployment compensation,
  - training or retraining,
  - outplacement assistance,
  - relocation benefits, and/or
  - some or all benefits paid by the Company for specified period after separation;
- special pension benefits, including but not limited to:
  - increases in pension band amounts
  - pre-Social Security age supplements,
  - reductions or waivers of early retirement discounts,
  - imputation of additional years of age/or service for pension eligibility and/or computation of pension amounts,
  - other pension supplements, and/or
  - lump-sum or partial lump-sum payment options

If and when such incentives are offered, affected employees will be notified of any eligibility conditions, such as:

- deadlines, including deadlines for filing written elections, separation from service, commencement of leave, and retirement; and
- limitations on employees eligible, including limitations on the number of employees by location, title, work group, and minimum age and/or service. If the Company decides to impose limitations on the number of employees in a location, title and/or work group, the Company may accept employees

in order of either seniority or combined age and seniority.

Such incentives may be offered when other force adjustment measures (such as the Income Security Plan or layoff) otherwise would be required. If the Company already has notified the Union of such other force adjustment measures, those measures may be postponed pending the outcome of these voluntary incentives. In such a case, if the number of employees who accept these voluntary incentives is insufficient to eliminate the surplus condition, the other force adjustment measures may be reinstated. Any notices already provided to the Union will continue to apply to the reinstated force adjustment measures and any required time periods need not be extended.

In the event that the number of employees accepting a voluntary incentive is insufficient to eliminate the surplus condition, and employees in the same job title, work group and locality are offered Income Security Plan (ISP) or Enhanced Income Security Plan (EISP) benefits, any employee who accepted a special leave of absence or special assignment, may elect instead to be included in the ISP or Enhanced ISP offer; and any employee who accepted special severance benefits totaling less than the ISP or Enhanced ISP benefits will be entitled to receive the difference.

In the event voluntary incentives are insufficient to eliminate the surplus condition, nothing contained in these Voluntary Force Adjustment Incentives provisions shall be deemed to modify or interpret the layoff provisions of the local collective bargaining agreements.

#### BENEFIT PLAN AMENDMENTS

The following benefit plans may be amended from time to time:

- Medical Expense Plan/Managed Care Network
- Pension Plan
- Group Life Insurance Program
- Long Term Care Insurance Plan and Enhanced Long Term Care Insurance Plan
- Benefits Plans Covered under Union Leaves of Absence
- Retiree Health Care
- Savings and Security Plan
- Managed Prescription Drug Plan

However, benefit levels may not be diminished nor may services covered by the plans be removed by such amendments without prior agreement of the Union.

**Miscellaneous Items from 1998 Memorandum of Understanding**

After the conclusion of 1998 bargaining the Union requested that the following items from the Memorandum of Understanding be included in this printed contract:

**Bridging Service**

**Independent Medical Examiner (IME)**

**Medically Restricted Policy**

**"Freezing" Lateral Transfers**

**Short Notice Excused Work Days (SNEWDs)**

**Stress Letter of Understanding**

The parties expressly agree the provisions listed above may not be arbitrated, except the terms of the Medically Restricted Policy do not limit IBEW's rights, as they may exist today, to grieve and arbitrate matters.

**Limitation on Benefit Payment Recovery from Wages**

**"Freezing" Promotions**

**Vacation Scheduling Percentages**

## BRIDGING SERVICE

The Bell Atlantic Pension Plan ("BAPP") will be amended to provide that prior service credited under the NYNEX Pension Plan ("NPP") will be credited under the BAPP, subject to existing BAPP rules governing the bridging of service. This amendment will also apply to any current BAPP participant who, after January 1, 1984, (a) separated from service with Bell Atlantic (formerly NYNEX) as a participant in the NPP and (b) commenced participation in the BAPP. This amendment shall not apply to an employee who has rights under the Mandatory Portability Agreement or any Interchange Agreement.

## INDEPENDENT MEDICAL EXAMINER (IME)

Effective December 1, 1998, and over the remaining life of this contract, where there is a dispute as to medical disability between the employee's attending physician and the Company's SADBP Administrator (currently, CORE) and CORE is recommending that the disability be decertified, a binding IME opinion will be arranged by CORE. Where an IME opinion is sought, and so long as the employee fully cooperates as required by the existing terms of the SADBP plan document:

- an IME will be promptly scheduled;
- SADBP wage replacement benefits will continue through the date the IME opinion is obtained;
- the cost of the IME evaluation will be borne by the Company;
- the IME may consult with the corporate Human Resources organization with the accountability for SADBP administration.

None of the above provisions will supercede the existing ERISA appeals process.

## LIMITATION ON BENEFIT PAYMENT RECOVERY FROM WAGES

In the event benefit payment recovery from wages is necessary (e.g., where conditional certification is reversed), such recovery will not exceed one day's wages per week up to the point that the entire amount is recovered, subject to applicable statutory restrictions in West Virginia. Recovery of benefit payments will not commence until the internal appeal process has been concluded.

## MEDICALLY RESTRICTED POLICY

The terms of the Medically Restricted Policy do not limit IBEW's rights, as they may exist today, to grieve and arbitrate matters.

### "FREEZING" PROMOTIONS AND LATERAL TRANSFERS

On "the Effective Date of this Memorandum", the Companies will discontinue its practice in PA, and NJ of restricting promotions out of a particular organization or work group (sometimes referred to as imposing a "freeze" on promotions). Effective 1/1/99, with regard to lateral transfers out of a director's work group, during any nine month period, there will be at least three months when lateral transfers may not be frozen, subject to local lateral transfer plans and applicable extraordinary and severe service disruptions, natural disasters, other calamities. This commitment is also contingent on there being qualified internal candidates. Furthermore, the Companies' compliance with this commitment will be measured on a full calendar year basis aggregating all requisitions within the bargaining unit. Status reports will be provided to the Union at the end of each calendar quarters.

### SHORT NOTICE EXCUSED WORK DAYS (SNEWDs)

Effective, January 1, 2001, and continuing for the calendar years 2001, 2002, and 2003, notwithstanding the applicable Excused Work Day provisions in the local collective bargaining agreements, requests to supervision for up to three (3) paid Excused Work Days and one (1) unpaid Excused Work Day will be granted on short notice to employees eligible for paid and unpaid Excused Work Days under the following conditions:

1. The employee must request time off on short notice prior to the start of a scheduled tour or half-tour, but no more than twenty-four (24) hours prior to the start of the scheduled tour or half-tour.
2. The Company will grant all Excused Work Days on the basis of the earliest request(s) to supervision provided that the Company may deny and all requests which would result in less than eighty percent (80%) of the scheduled force being available for duty.
3. The work group shall be the same as the group designated for purposes of vacation selection.

4. Short Notice Excused Work Days may be taken in one-half (1/2) day increments; however, no more than one full day may be requested at any one time.
5. In each work group, the Company may designate up to four (4) work days in any month as unavailable for Short Notice Excused Work Days. Such designations will be made in accord with work schedule posting requirements.
6. The Company will have the right to deny any and all requests during any severe service disruption that may be caused, for example, by a natural disaster or other calamity (e.g., fires, explosions, civil disturbances, wars, acts of terrorism, major utility and transportation disruptions).

Disputes regarding the application of the terms and conditions of Short Notice Excused Work Days may be submitted to the grievance procedure; however, neither these provisions nor their interpretation and application shall be subject to arbitration.

#### VACATION SCHEDULING PERCENTAGES

During 2001, 2002 and 2003, at least 18% of the employees in each vacation administrative work group shall be permitted to schedule off in a given week.

Where the application of the percentage figure specified above results in other than a whole number, the number yielded will be rounded up to the next whole number.

Those work groups whose vacation availability is currently greater than the percentage specified above, will not be required to reduce their vacation scheduling availability in 2001, 2002 and 2003.

#### STRESS

During 1998 bargaining negotiations, the Union raised concerns regarding employee stress levels. Recognizing the desirability of reducing workplace stress levels to the extent possible, the Company and the Union emphasize their mutual belief that it would be beneficial to all employees, the Company and the Union for the parties to engage in ongoing dialogue designed to explore ways to reduce the level of stress in the workplace, and to assist employees to manage stress in their daily lives. Accordingly, this letter will confirm our agreement during 1998 bargaining to establish joint Union-

Management Committees to explore ways in which the parties can work together to reduce employee stress levels. Effective January 1, 1999, upon written request by the authorized representative of the Union, a committee will be established in a line of business/business unit with bargaining unit employees.

Where such joint committees are established, they shall meet quarterly. Up to six representatives from the Company and up to six representatives from the Union shall ordinarily attend the meetings; however, upon advance mutual agreement, additional representatives of either party may attend designated meetings to discuss specific subject(s). The Company representatives at each meeting shall include the involved line of business field Director and the Director of Labor Relations.

The objectives of the Joint Committees shall include:

1. Identifying current practices that contribute to a feeling of stress in the workplace.
2. Identifying those factors outside the workplace that contribute to a sense of stress on the job.
3. Reviewing and analyzing possible alternatives to current practices that are determined to be sources of significant stress.
4. Recommending strategies and initiatives designed to reduce employee stress levels and to assist employees to manage stress more successfully.
5. This Letter of Understanding shall expire at 11:59 PM on August 2, 2003.

Miscellaneous Items From 2000 Memorandum of Understanding

After the conclusion of 2000 bargaining the Union requested that the following item from the Memorandum of Understanding be included in this printed contract:

**Differential for Use of Bilingual Skills (for language see Exhibit I – Working Conditions, Section 7 – Basis of Compensation)**

**Attachment 1: List of Maintenance Case Team Employees Who Will Be Grandfathered For The Differential For Bilingual Skills**

**NAMES**

**(19\*) Employees on original list.**

**\*( 8 ) Employees qualified on Spanish Proficiency Interview (SPI)**

**IF AN EMPLOYEE'S NAME WAS INADVERTENTLY OMITTED THEY WILL BE TREATED UNDER THE GRANDFATHER RULE FOR THE BILINGUAL DIFFERENTIAL.**

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## 2007

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28				25	26	27	28	29	30	31
April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4	5						1	2
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
29	30						27	28	29	30	31			24	25	26	27	28	29	30
July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4							1	
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22
29	30	31					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						
October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6						1	2	3							1
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29
														30	31					

## 2002

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28			24	25	26	27	28	29	30
														31						
April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						
July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30					
October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

# 2003

## January

S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## February

S	M	T	W	T	F	S
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2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

## March

S	M	T	W	T	F	S
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## April

S	M	T	W	T	F	S
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6	7	8	9	10	11	12
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27	28	29	30			

## May

S	M	T	W	T	F	S
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## June

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## July

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## August

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## September

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## October

S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## November

S	M	T	W	T	F	S
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## December

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		



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