

AGREEMENT between

9/30/03

225 P0



Local Union 89
I.B.E.W.

and



Verizon
Northwest Inc.

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ARTICLE 1
TERM OF AGREEMENT

- 1.1 WHEREAS, there has existed a Collective Bargaining Agreement between the Company and the Union; and WHEREAS, it is the desire of the parties hereto to enter into a new Agreement, NOW, THEREFORE, the parties hereby do mutually contract and agree with each other as follows:
- 1.2 This Agreement represents a complete and final understanding between the Company and the Union, and it shall be effective as of 12:01 a.m., May 19, 2002, and remain in full force and effect through May 28, 2005, and thereafter from year to year unless at least sixty (60) days prior to said expiration date, or any anniversary date thereafter, either party gives written notice to the other of its desire to terminate or modify any or all of its provisions.
- 1.3 Notices permitted or required to be served by one party upon the other party under the provisions of this Agreement shall be sufficiently served for all purposes herein, when mailed by certified mail, postage paid to the Business Manager, Local Union No. 89, I.B.E.W., P. O. Box 2330, Everett, Washington 98203, for service upon the Union; and to the Labor Relations Manager, Verizon Northwest Inc., P.O. Box 1003, Everett, Washington 98206, for service upon the Company, and the date of the receipt of such notices shall be the controlling date for the purposes hereunder. Each party shall promptly inform the other party of any change in the addresses set forth in this Section.

ARTICLE 2
RECOGNITION

- 2.1 The Company hereby recognizes the Union as the exclusive bargaining agency for all its employees in the Washington Division plus Naches, Tonasket, and Republic, Washington; Southern Division plus LaGrande, Oregon; and the General Office exclusive of employees with permanent headquarters in Westport and all confidential employees, professional employees and supervisors as defined by the Labor Management Relations Act of 1947 for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment. It is agreed that this Agreement permits such hourly employees in Westport (who are not now members of a bargaining unit, or as may elect by majority election to participate in this

bargaining unit) to become parties of this Agreement upon such election to do so. When such employees become parties of this Agreement, seniority will be given for all time worked in Westport.

- 2.2 The Union agrees to act fairly and impartially for all employees for whom it shall be the bargaining agency.
- 2.3 The Company agrees to meet with the properly accredited officers, representatives, and/or committees of the Union on all questions or grievances arising hereunder.
- 2.4 The parties hereto agree that they and their successors and assigns shall be bound by the terms and conditions of this Agreement.
- 2.5 This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date of the amendment, and be executed in the same manner as is this Agreement.
- 2.6 It is agreed that no change in the Agreement resulting from the amendments made herein shall cause any reduction in wage rates of present employees in the classifications affected.
- 2.7 In the event that any provision of this Agreement shall at any time be made invalid by applicable legislation or be declared invalid by any court of competent jurisdiction, such action shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not made invalid shall remain in full force and effect.
 - 2.7.1 The parties mutually agree to recognize and comply with the Americans with Disabilities Act.

ARTICLE 3 UNION SECURITY

- 3.1 All employees covered by this Agreement who are presently members of the Union, and those who subsequently become members, shall as a condition of employment be required to remain members of the Union in good standing during the term of this Agreement. New employees hired after the effective date of this Agreement coming within the classifications covered herein, shall as a condition of

employment, be required to become members of the Union on the thirty-first day of employment and shall be required to remain members in good standing during the term of this Agreement. The Union agrees to accept such employees into membership with an Initiation Fee not in excess of that established by its By-laws. The Company agrees to advise new employees of the existence of the Agreement.

- 3.2 This provision shall not be construed as denying the Company the right to hire its employees regardless of whether such employees are members of the Union, but it is the intent that the new employees herein covered shall be required to become members in good standing in the Union on the thirty-first day following employment. The Union will be allowed a fair amount of time during the new-hire orientation to present applicable Union issues. The hiring department is responsible for notifying the Union not less than one (1) week before the orientation session.
- 3.3 The Company agrees to deduct Initiation Fees and regular monthly Union Dues from the pay of its employees and pay to the Local Union No. 89 such amount as is authorized in writing by the employee on a form acceptable to the Company. The Company agrees to make this deduction from the first payroll period of each month and to send a check for the total amount, together with a list of the individuals' names for whom the deductions were made to the Financial Secretary, as designated by the Union, on or before the first day of the following month. This authority shall be revocable by the employee by notice in writing delivered by mail to the Labor Relations Representative of the Company and the Financial Secretary of the Union.
- 3.3.1 The Union agrees to correct any errors made by the Company in the deduction of Union dues. This shall include overpayments, underpayments, or refunds.
- 3.3.2 The Union agrees that the Company assumes no responsibility in connection with deduction of Dues and Initiation Fees except that of forwarding monies deducted as set forth in this Article. The Union shall indemnify the Company and save the Company harmless from any and all claims against the Company for amounts deducted and withheld from earnings.

ARTICLE 4 UNION RIGHTS

- 4.1 When the Local Union requests time off for an employee for Union activities, in addition to regular time off, the employee shall be granted such requests if such time off will not inconvenience the operations of the Company or increase its operating expenses, provided further that such employees shall receive no compensation from the Company for such time off.
- 4.2 An employee appointed or elected to office in the Union which requires all of the employee's time shall not lose any established seniority with the Company and shall be granted a leave of absence upon application for the period the employee holds office in the Union.
- 4.3 With the exception of entering Company premises during the term of this Agreement, no employee covered hereunder shall be required as a condition of employment to pass through any picket line recognized by the I.B.E.W.; except that in the event of an emergency, the employee may be allowed to pass the picket line by special permission of the striking Union.
- 4.3.1 Informational pickets shall not be construed as "recognized" pickets.
- 4.4 A copy of this Agreement shall be posted on the bulletin boards in all departments of the Company by the Union or its representatives where it may be readily referred to by employees.
- 4.5 The Company agrees to permit the Union to use a reasonable reserved space for the purpose of posting officially sanctioned Union bulletins and notices upon the bulletin boards which are furnished by the Company.

ARTICLE 5 EMPLOYEE RIGHTS AND RESPONSIBILITIES

- 5.1 It is expressly understood and agreed that the services to be performed by the employees covered by this Agreement pertain to and are essential to the operation of a public utility and to the welfare of the public. In consideration of the agreements and conditions by the Company to be kept and performed, the Union agrees that its members will not be called upon or permitted to cease or abstain from the

continuous performance of the duties pertaining to the positions held by them under the Company. It is further agreed by the parties that the Company shall have the right to suspend, without pay, or dismiss any employee guilty of violating the terms of this Agreement by individually or collectively participating in any cessation or interruption of work. Such action shall be subject to grievance and arbitration.

- 5.2 The Union agrees for its members who are covered by this Agreement that they will individually and collectively perform loyal and efficient work and services, that they will use their influence and best efforts to protect the property of the Company and its service to the public, and that they will cooperate in promoting and advancing the welfare of the Company and the protection of its service to the public at all times
- 5.3 Employees are prohibited from using Company equipment for personal or non-Verizon use.
- 5.4 The Company and the Union agree that in the administration and enforcement of this Agreement they will cooperate to promote harmony and efficiency among all the employees of the Company. Provisions of this Section shall not in themselves be subject to the arbitration proceedings where no other specific terms of the Agreement are alleged to have been violated.
- 5.5 It is agreed that neither the Company nor the Union will discriminate against any employee because of race, religion, color, age, sex, sexual orientation, handicap, national origin, or veteran's status.

ARTICLE 6 EMPLOYER RIGHTS

- 6.1 The Company has and will retain the exclusive right and power to manage its business and direct the working forces, including but not limited to the right to hire, classify, grade, suspend, reassign, layoff, discharge, promote, demote, or transfer its employees and to assign or reassign work functions related to changes and revisions of equipment, methods of operation, or services unless otherwise provided within the terms of this Agreement. Nothing in this Agreement is intended to or is to be construed in any way to interfere with

the recognized prerogative of the Company to manage and control the business.

ARTICLE 7 DEFINITIONS

- 7.1 **Employee.** Any person covered by this Agreement, including those classified as Regular or Temporary and excluding contractors.
- 7.2 **Regular Employee.** An employee selected for continuous employment. A regular employee may be either full-time or part-time status.
- 7.3 **Full-Time Employee.** An employee normally scheduled to work forty (40) hours per week.
- 7.4 **Part-Time Employee.** An employee normally scheduled to work less than forty (40) hours per week as outlined in Section 23.1.1. Regular part-time employees may, at management's discretion, be reclassified to full-time status, with employee concurrence, when the need exists for continuous regular full-time work. Accredited service will be adjusted per the Memorandum of Agreement. Labor Relations must be included in any reclassifications.
- 7.5 **Temporary Employee.** An employee hired to work for a period of up to 2,080 hours to fill a specific requirement, unless the employee is hired for a special project in which case the duration will not exceed eighteen (18) months. Extension of the time frames described herein must be requested in writing and mutually agreed to between the Company and Union. During the temporary employment period the Company may, at its option, relocate or dismiss such employee.
- 7.5.1 Temporary employees become eligible for wage progression, medical/dental, and life insurance after 1,040 straight time hours of work and pension credit after 1,000 straight time hours of work. Seniority and all other rights, including the probationary period, become effective when and if a temporary employee becomes regular without a break in service.
- 7.6 **Calendar Week.** A consecutive period of seven (7) days, the first of which is Sunday.

7.7 **Workgroup.** For schedules of shifts, distribution of overtime, and call out, a workgroup shall consist of employee(s) in a permanent headquarters within the same classification.

7.7.1 For schedules of vacations, holidays, and standby, employees within multiple headquarters may be combined provided all headquarters are within 35 miles. Such combined workgroups may consist of one classification or multiple classifications provided they have related responsibilities and/or functions. Multiple classifications may not exceed three (3).

7.8 **Shift.** The hours of work on a scheduled workday.

7.9 **Permanent Headquarters.** The location of the employee's regular reporting location. Each regular employee will be assigned to a permanent headquarters.

7.10 **Temporary Headquarters.** Any location where the employee may be temporarily required to report to work.

7.11 **Probationary Period.** 1,040 straight time hours worked of any new employment period for both full-time or part-time employees. During the probationary period the Company may, at its option, transfer, layoff, or dismiss such employee. The probationary period may be extended by the Company with written notification faxed to the Union prior to the end of the probationary period. The Union shall have three (3) working days to respond.

7.11.1 During the probationary period (up to 1,040 hours) shifts may be assigned to optimize training opportunities.

7.12 **Emergency.** An emergency shall be defined as storm damage, natural disaster, and public safety situations. Both the volunteer and non-volunteer lists shall be used as all employees are expected to work during emergencies.

7.13 **Night Shift** – See Section 27.4.

7.14 **Jurisdictional Area.** Jurisdictional area, as used in Section 24.11.2, is defined as: a) Tri-County; b) Everett Metro/Valley; c) South County; d) Eastside; e) Beaverton Metro; f) Tigard/Gresham; g) Coos Bay, Bandon; h) Brookings, Crescent City; i) Tonasket; j) LaGrande; k) Murphy/Provolt.

ARTICLE 8 DISCIPLINE

8.1 Any supervisor disciplining an employee by a suspension or discharge shall issue a letter giving the reasons for such suspension or discharge and the length of suspension. A copy of the letter shall be forwarded to Labor Relations and to the respective Union Business Representative. Failure of the supervisor to issue a letter shall not invalidate a suspension or discharge if such letter is provided promptly upon request by the employee or the Union.

8.1.1 Any supervisor writing a disciplinary letter without a suspension or discharge shall send a copy of said letter to Labor Relations and the respective Union Representative. After one (1) year has passed without further written disciplinary action being taken, the employee may request, in writing, to have such disciplinary letter removed from his/her personnel file(s) and placed in a confidential holding file maintained in Labor Relations.

8.2 In the matter of suspension, demotion, discharge or of discipline administered, if after hearing witnesses the appeal of the decision is upheld, the employee's record shall be cleared of all letters relating to such charges. Such hearing shall follow the established Grievance and Arbitration (if requested) Procedure.

8.3 In the interest of safety for the public, employees, and the Company, any employee convicted of a sex crime victimizing children shall be terminated and such conviction shall constitute just cause. Conviction, from the date of ratification of this Agreement forward, for other serious felonies of a similar magnitude, as defined by like penalties under the Uniform Sentencing Guidelines of federal and/or state criminal codes, may also constitute just cause for termination depending on the circumstances of the case.

ARTICLE 9 GRIEVANCES

9.1 A grievance is hereby defined as an alleged violation of the contractual relationship between employer and employee, or as an alleged violation of the terms of this Agreement, or as any alleged act which unjustly and unlawfully causes an

employee to lose his/her job or any of the contractual benefits arising out of the employee's job.

9.2 Each employee covered by this Agreement shall possess the right of appeal through the grievance procedure when that employee believes the Company or any of its representatives or supervisors has violated or failed to apply any of the specific terms of this Agreement. Each employee may take up a grievance with the Company on his/her own. However, proper representatives of the Union shall have the right to be present when the grievance is settled and the settlement shall not conflict with this Agreement.

9.2.1 If, at any step of the grievance procedure, the Union decides to withdraw the grievance, the Union must notify the grievant(s) and the Labor Relations Manager. The affected employee(s) shall have seven (7) calendar days from the date of receipt of the notification from the Union to notify, in writing, the Labor Relations Manager of his/her intent to continue the grievance on his/her own up to and including arbitration.

9.3 **Issue Resolution.** It is in the mutual interest of the Company and the Union to have potential grievances settled prior to the need for a formal grievance. Accordingly, an Issue Resolution Meeting may be requested with the appropriate supervisor within seven (7) days from the date of occurrence of the alleged contract violation to attempt resolution of the issue. Attendance at the Issue Resolution Meeting shall be limited to those individuals actually involved with the issue and usually will not include a shop steward. Any resolution reached shall be final and shall not be considered precedent setting. In the event no resolution is reached, no record of the meeting shall be made, retained, or used in any ensuing steps of the grievance procedure or arbitration. The subject of any subsequent grievance or arbitration resulting from failure to reach resolution at this meeting shall be limited to the issue addressed in the meeting. If an unresolved issue is to be filed as a grievance, the grievance must be filed within seventeen (17) calendar days from the date of occurrence of the alleged contract violation.

9.4 **Step 1.** An employee or group of employees having a grievance, shall within seventeen (17) calendar days of the date of occurrence of the alleged contract violation, present the written grievance either in person or through a Shop Steward to the appropriate Manager concerned. The

employee(s) or Shop Steward shall prepare and sign the grievance form furnished by the Company and concurred to by the Union and present a copy to the appropriate Manager. The grievance shall contain the name(s) of individual(s) who wish to be included in the grievance unless the issue is at least department wide. Copies of the grievance form shall be distributed to the appropriate Manager, Union Representative, and Labor Relations. Accordingly, copies of all step responses shall be distributed to the grieving party and/or Shop Steward, Union Representative, and Labor Relations. The appropriate Manager and Union Representative must meet or if mutually agreed to respond only, within seven (7) calendar days after the Manager's receipt of the grievance form. The Company will furnish a written response on the grievance form within ten (10) calendar days after such discussion. If the grievance is not settled satisfactorily at Step 1, Step 2 may be initiated.

- 9.5 **Step 2.** If the grievance is not settled at Step 1, the employee(s) or the Union Representative may, within seven (7) calendar days after receipt of the Company's written response to the Step 1 Meeting, submit a request in writing to Labor Relations for a Step 2 Meeting with the appropriate Labor Relations Representative. The Department Head or his/her designated representative may also choose to attend. The Step 2 Meeting must be scheduled or take place within seven (7) calendar days from Labor Relations' receipt of the Step 2 request. The Company shall provide the Union Representative a written response to the Step 2 Meeting within ten (10) calendar days after the date of the discussion.
- 9.6 Time frames for any step of the grievance procedure may be extended with mutual agreement between the parties. The Union and Labor Relations may mutually agree to waive steps of the grievance procedure. Such waiver shall be in writing.
- 9.7 Failure of either party to meet the time limits provided will result in default unless the time limits are extended by mutual agreement. Timeliness concerning written instruments shall be measured from the postmarked date of the properly addressed written instrument or from verified date of hand delivery. If default occurs, the grievance will be settled in favor of the non-defaulting party, as to the issue(s) identified and the employee(s) named in the grievance.
- 9.8 In order to facilitate the proper handling of grievances, including attending an issue resolution meeting, the local Shop

Steward, upon prior approval by his/her supervisor and service requirements permitting, will be given reasonable time, without loss of pay during normally scheduled hours, for necessary discussion regarding any grievance pertaining to his/her area of appointment. No other Union business shall be conducted during working time.

ARTICLE 10 ARBITRATION

- 10.1 There may be differences of opinion as to the interpretation of this Agreement, and it is the desire of the parties hereto to have these addressed as quickly and efficiently as possible. To this end the following rules shall apply:
- 10.2 All grievances which concern provisions of this Agreement between the Company and the Union not settled through direct negotiations may be submitted to an Arbitrator after all steps in the grievance procedure, as set out in Article 9, have been completed.
- 10.3 It is mutually agreed between the Company and the Union that prior to a request for an arbitration panel, the Business Manager and Labor Relations Manager and/or their designated representatives will have an undocumented discussion at the request of either party to determine if a potential solution exists. Any extension of the timelines in this Article must be in writing and signed by the Labor Relations Manager and Business Representative.
- 10.4 After receipt of the answer to Step Two of the grievance procedure, the Union shall have fifteen (15) business days to ascertain the merits of the grievance. Within these timelines the Union must notify the Company in writing that it is withdrawing the grievance or submit a request for a panel of arbitrators and simultaneously notify Labor Relations. At any time after receipt of the letter of intent to arbitrate, the responding party may demand that the party seeking arbitration request a panel of arbitrators within five (5) business days of the demand.
- 10.4.1 If, following receipt of the request for arbitration, the parties are unable to agree upon an arbitrator, application shall be made within ten (10) calendar days by the party seeking arbitration to the Federal Mediation and Conciliation Service for a panel of eleven (11) arbitrators. The arbitrator shall be

selected from the panel within ten (10) calendar days after receipt of the panel of eleven (11) arbitrators in any manner mutually agreeable to the parties, except that if they cannot agree upon a method, then the arbitrator shall be selected by the party seeking arbitration first striking from the list the name of any arbitrator unacceptable to that party. The other party shall then strike a name and so on alternately until one (1) name remains. The remaining name shall be the name of the arbitrator. The arbitrator thus selected shall be notified in writing within seven (7) calendar days. The time limits provided for in this Section may be extended by mutual agreement.

- 10.4.2 If at any point in the grievance or arbitration procedure the Union withdraws from the issue, the grievant shall have seven (7) calendar days to continue the grievance on his/her own in accordance with Section 9.2.1.
- 10.5 The initial meeting before the arbitrator shall take place at the earliest date agreeable to the arbitrator and the parties.
- 10.6 It is agreed that no lawyer or legal advisor to either party shall be eligible to act as an arbitrator under the terms of this Agreement.
- 10.7 The arbitrator, who shall function in a judicial and not a legislative capacity, shall have only such jurisdiction and authority as is specifically granted to him/her by this Agreement. The arbitrator shall be limited to determining whether or not the Company (or Union) has violated or failed to apply the specific provision or provisions of this Agreement as initially presented in the grievance. The arbitrator shall have no power to destroy, change, add to, or delete from any of the specific terms of this Agreement. The arbitrator shall be required to provide his/her decision in accordance with the express language of this Agreement. Grievances not processed in accordance with the provisions of this Agreement shall not be subject to arbitration. Any matter coming before the arbitrator which is not within his/her authority, function and jurisdiction, as herein defined, shall be rejected by him/her on that basis without any further decision or recommendation. The arbitrator may not award any relief which imposes any obligation upon the Company (or Union) with respect to any period of time either before the effective

date of this Agreement or after the expiration date of this Agreement.

10.7.1 Where an award involves back payment of wages by the Company, the amount awarded shall be less any amount received from other employment, public assistance, or Unemployment Compensation.

10.8 The decision of the arbitrator shall be final and binding upon both parties. The Company and the Union mutually agree to apply the arbitrator's decision without prejudice. It is further understood that the application of such decision will be limited to the instant case on a nonprecedent setting basis.

10.9 Failure of the grieving party to refer an unresolved grievance to arbitration or failure of either party to comply with the time provisions of the arbitration procedure, shall be deemed as a recognition of the other party's position and the dispute will be deemed to have been settled in favor of the non-defaulting party, as to the issues identified and the employees named in the grievance.

10.10 Each party shall bear the expense of preparing and presenting its own case. The cost, if any, of the arbitrator and incidental expenses mutually agreed to in advance, shall be borne equally by the parties hereto. After the arbitrator has been selected, the cost billed by the arbitrator for the cancellation fee shall be borne by the party requesting the cancellation.

10.11 Under no circumstances shall any of the provisions of this Agreement pertaining to group insurance, or pensions be made the subject of an arbitration proceeding, except the determination of Accredited Service as a basis for eligibility for such group insurance or pensions.

ARTICLE 11 JOB BIDDING & CLASSIFICATION CHANGES

11.1 Regular employee openings in the classifications named in Addendum 1 of this Agreement shall be filled only after each interested employee has been considered in accordance with the job bidding procedure provided in this Article, and the Company agrees to fill such openings with such employees interested whenever they are qualified and eligible.

11.2 Successful completion of job tests is required prior to job award. Employees will be considered for vacancies if their

ability and qualifications are sufficient to meet the job vacancy requirements. Such requirements may vary from job to job and shall be established at a level to meet the service needs. When the requirements of the vacancy are such that training can be allowed and an untrained employee is selected, the employee shall be given adequate instruction. This may include on-the-job training and/or formal training. It is understood and agreed that in all cases of transfer, promotion, and demotion, consideration shall be given to seniority, knowledge, training, ability, performance, skill, adaptability, and efficiency, and where qualifications are relatively equal, seniority shall govern.

11.2.1 At no time shall the qualifications for any particular vacancy be designed to fit any one particular individual, and in all cases qualifications and requirements shall be established prior to declaration of the vacancy.

11.3 When a vacancy for a regular position occurs in any classification, notice of such vacancy will be distributed in a manner prescribed by the Company and discussed with the Union before implementation. The Union will be provided an electronic copy of the notice as soon as the Company has knowledge of the opening(s). Vacancy posting(s) will contain the job title, qualifications, location, posting time frame, whether full-time or part-time status, and department.

11.3.1 Vacancies shall be posted for six (6) business days, excluding Company designated holidays. During the posting period, which shall be specified on the notice, employees may apply for the vacancy by forwarding an application to the designee indicated on the form.

11.3.2 The Company will repost a notice which is not cancelled and for which there are no qualified and eligible bidders if no person is selected to fill the vacancy within sixty (60) days from the date of posting.

11.3.2.1 When there are no qualified and eligible bidders, the Company will reevaluate the position's original requirements. Should a determination be made by management that the requirements may be changed, the job will be reposted. Should such requirements

not change, the Company may elect to fill such vacancy from any source.

11.3.3 Job descriptions will be available for employee information in a manner prescribed by the Company. Job description distribution changes will be discussed with the Union.

11.3.4 A temporary job shall not exceed a period of up to 2,080 hours to fill a specific requirement, unless the employee is hired for a special project in which case the duration will not exceed eighteen (18) months. Extension of the time frames described herein must be requested in writing and mutually agreed to between the Company and the Union. The Company will notify the Union of any temporary job lasting more than thirty (30) calendar days, within thirty (30) calendar days after such temporary job is filled. Such notification shall identify the employee filling the temporary job, the employee's status, job location, classification, supervisor, and whether the job is being used to accommodate technological or methods changes. If a temporary job becomes regular, the Company shall not give preference to an employee who was temporarily assigned.

11.4 Regular employees may be awarded a job bid and will be considered eligible for a vacancy when the employee has not been awarded a job within these time limits:

Wage Groups 1, 2, 2C, & 3 = 12 Months

Wage Groups 4, 5, 5A*, 5C, 6, & 6C* = 18 Months

Wage Groups 7, 8, 9, & 10 = 24 Months

*The time limit for employees hired into the 5A and 6C wage schedules after January 1, 2003, will be 24 months.

Except:

- Status change within the same classification and same workgroup
- Movements due to reductions in force and employees identified in Section 11.5 when moving to a lower wage group

These limitations may be waived when there are no bidders who are qualified and eligible and when service standards can be maintained

by qualified replacements for the employee for whom the limitation is waived. In the absence of qualified and eligible bidders, management may also elect to fill such posted vacancy from any source. When an employee moves upwardly or laterally and his/her classification changes through the use of his/her priority status, such employee may be held to the above time-in-grade time frames, except as outlined in Section 13.10.

11.4.1 Management employees who had previously been in the bargaining unit for at least two (2) years and who have been out of the bargaining unit for less than two (2) years will be considered eligible employees without seniority for purposes of this Article.

11.5 The parties recognize that conditions will occur when certain employees or groups of employees should have priority in filling vacancies and they shall occur in the following order:

1. Surplus employees being laterally transferred within thirty-five (35) miles in accordance with Section 12.1.2.
- 1a. Employees exercising voluntary work relocations as outlined in the Employment Extension Opportunities Memorandum of Agreement.
2. Employees exercising layoff rights, per Section 13.5 of the Reduction in Force Article, who request the vacancy.
3. Employees displaced as a result of a grievance/arbitration settlement reversing job selection and failed bidders in accordance with Section 11.8(c) and (e).
4. Employees not performing their job satisfactorily after having been given a reasonable break-in period and employees failing to complete required training, in accordance with Sections 11.8(b) and 11.8.1.
5. Employees who have been work relocated under Sections 12.1.3 or 12.1.4.

Employees bidding back to the original workgroup and/or classification from which they were displaced by a reduction in force and are currently qualified to perform per Section 13.10.

6. Employees who have recovered from their disability as determined in Section 11.10 who bid their original job classification.
7. Disabled employees who are unable to perform their present job. Wage rates will be adjusted in accordance with Sections 27.11 and 27.11.1.
8. Employees whose positions are designated to be eliminated by Technological Change or Change in Methods of Operation within one (1) year.
9. "Affected class members" whose selection would improve/correct Affirmative Action underutilization.
10. Regular employees who submit a bid.
11. Temporary employees who submit a bid and employees within their probationary period.
12. All other bidders, including other Verizon Northwest employees outside this collective bargaining agreement, system transfers, management bidders, and external applicants.

It shall be a bidding employee's responsibility to specify his/her priority status on the bid application.

- 11.6 Those candidates not selected for the job will be notified, in writing, by management of the reason(s) for not being selected and the name of the successful candidate. Notification of awarded vacancies will be forwarded to the appropriate Union Business Representatives. Such notification shall be provided within ten (10) calendar days following the selected candidate's acceptance of the job offer.
- 11.7 When an employee accepts a placement as provided for in this Article, there will be no obligation on the part of the Company to reimburse travel or moving expenses except as provided in Article 13.
- 11.8 **Failed Bidder.** When an employee bids into any position in which he/she has no previous experience, the employee shall be given a reasonable break-in period with an experienced person in that position and/or adequate instruction.

- a) If, after a reasonable break-in period, the employee is not performing the job satisfactorily, the employee will be assigned to any vacancy similar in nature to the job held prior to the change.
- b) If such vacancy does not exist, the employee will be assigned to any job in the department where previously assigned and issued a priority 4 bidding letter for three (3) months.
- c) If the employee has not successfully bid to a regular position at the end of the three (3) months, the bidding status will be changed to priority 3 for an additional three (3) months.
- d) The priority 3 and 4 time limits will be suspended if the department is in a hiring freeze. The rate of pay for the employee so affected will be the base rate held prior to the first transfer.
- e) If the employee has not successfully bid to a regular position at the end of these two three (3) month periods, the Company may place the employee in any position which he/she is able to perform, if available, or the employee may elect to go on an unpaid leave of absence with a continuation of priority 3 bidding.

11.8.1 As a result of technological change, employees may be required to complete formal training to meet the basic requirements of their position. Employees unable to successfully complete such training, when provided, will be given priority 4 bidding rights. If a job is not secured in a reasonable period of time, not to exceed sixty (60) days, the employee will be released from duty and placed on recall. However, the Company and the Union, upon request of either party, agree to meet for discussion prior to or following the issuance of priority 4 bidding rights.

11.9 Partially disabled employees are defined as those employees who can work but who have physical or mental impairments that restrict the type and/or amount of their job activities. Partially disabled employees who cannot be accommodated in their current job will be placed in light duty jobs which they are able to perform, if available, for a period not to exceed four (4) months.

- 11.9.1 A priority 7 bid letter shall be issued within thirty (30) days of the partial disability status being established by an appropriate health professional. The Union shall be copied on the priority bid letter. The employee will be required to make a regular job change by the end of the four (4) month light duty assignment. If no regular job change has been achieved, the light duty assignment may be extended, if available, or the employee may be offered a leave of absence for up to six (6) months or be separated from employment and placed on the recall list.
- 11.9.2 During the four (4) months of light duty assignment the employee will be compensated at his/her last rate of pay regardless of regular or temporary job classification. At the end of the four (4) months, the employee's wage rate will be adjusted in accordance with Sections 27.11 and 27.11.1.
- 11.10 When it is determined by medical opinion that an employee is no longer disabled, the employee will be eligible to bid on his/her original job classification under Section 11.5(6) as vacancies in the original classification become available. Employees so returned will have their wage rate adjusted in accordance with Sections 27.11 and 27.11.1.
- 11.11 Management employees shall return to the bargaining unit only by bidding on posted vacancies or due to general force reduction.

ARTICLE 12 WORK RELOCATION

- 12.1 When the Company determines that conditions require a Work Relocation (defined as a lateral transfer in the same classification to maintain continuity of employment), the following procedure shall be followed:
- 12.1.1 The Company will endeavor to notify the affected employee and the Union, four (4) weeks, but under no circumstances less than two (2) calendar weeks, prior to any work relocation. The notification shall include the names(s), job classification, current work location, effective date, department, and address of location to which employee is being relocated.

- 12.1.2 The employee(s) affected in the surplus classification will be offered work relocations (same classification and status [full-time/part-time]) within thirty-five (35) miles. If sufficient qualified volunteers are not available, the Company may force work relocate employee(s) in reverse seniority order provided the employee(s) has/have the qualifications to perform the job. Such work-relocated employee(s) shall not be force relocated again within a ninety (90) day period. If a surplus employee refuses a work relocation offered by the Company under this Article, such employee will be considered to have voluntarily resigned.
- 12.1.3 An employee work relocated for the purpose of continuity of employment shall, for a period of two (2) years, be given priority 5 bidding opportunity for any vacancy or addition in the same classification in the employee's prior headquarters, posted or not.
- 12.1.4 If the classification no longer exists in the employee's prior headquarters, the employee shall be given priority for any posted vacancy which the employee is qualified to perform in the prior headquarters for a period of two (2) years. The filling of such vacancies is subject to Article 11.

ARTICLE 13 REDUCTION IN FORCE

- 13.1 When the Company determines that conditions require a reduction in force (defined as a reduction in the number of employees in a classification and status [full-time/part-time], in a workgroup, in a permanent headquarters) volunteers may be reclassified from full-time to part-time if such change in status would help alleviate the surplus condition. Prior to a force reduction, the Company may offer other employment opportunities as described in the Employment Extension Opportunities Memorandum of Agreement. If there are not adequate volunteers or a reduction is still required, the reduction will be conducted in accordance with procedures that follow.
- 13.2 The Company will endeavor to notify the Union four (4) calendar weeks, but under no circumstances less than two (2) calendar weeks, prior to any layoff. The notification shall include the name(s), classification, work location, and seniority

date(s) of the employee(s) to be laid off. The Company may simultaneously notify the employee(s) to be laid off.

13.3 Employees having the least seniority in the affected classification and status, in the workgroup in the permanent headquarters, shall be laid off first.

13.4 When contractors are working with employees who are notified of layoff due to office closures, consolidations, business-as-usual downsizing, or exiting a portion of the business, such contractors shall be released no later than the layoff date.

13.5 **VACANCY BUMP.** Notified employees, as specified in Section 11.5(2), who meet the requirements of a vacancy, as identified on the matrix, will be considered for any vacancy within the employee's current division, including any position(s) closed but not awarded. The employee may elect to vacancy bump outside his/her current division. Notification of all unfilled jobs will be made available to employees with reduction in force letters.

13.5.1 An employee who has bumped a vacancy and is not performing the job satisfactorily after a reasonable break-in period shall be laid off without further bumping rights.

13.6 **EMPLOYEE BUMP.** If no vacancy for which the notified employee is qualified exists within the employee's current division, the notified employee shall have the right to select another job (bump) subject to the following conditions:

13.6.1 The job selected is within the employee's present operating division. Such operating divisions are defined as follows:

Washington Division
Pacific Cascade Division

13.6.2 The notified employee has the qualifications to perform the new job or can easily acquire the qualifications in accordance with the following:

13.6.2.1 An employee who has previously held the job or performed all or a substantial portion of the duties required by the position will be

provided with refresher training on the job for up to one (1) week.

13.6.2.2 The Company shall have the burden of proving lack of qualifications for bumps to an employee's current classification. The employee shall have the burden of proving qualifications for bumps to a classification other than the employee's current classification.

13.6.3 The job selected is currently held by an employee who has less seniority than the notified employee and is currently held by the least senior employee in the classification, workgroup, and within the current line of business (unless such employee has previously held the other classification) whose job the notified employee is qualified to perform, except that the notified employee will be permitted to select a job held by the least senior employee of the same status (full-time/part-time).

13.6.4 Employees exercising bumping rights under Sections 13.6 and 13.7(1) who fail to satisfy job requirements after four (4) weeks on the job shall be laid off without further bumping rights or layoff allowance.

13.7 **SUPER BUMP.** Notified employee(s) who were unable to secure a vacancy may exercise rights in accordance with Sections 13.5 or 13.6, or shall have the right to select the job (bump) of the least senior employee, in their current line of business, of the:

1. other status (full-time/part-time) in the employee's present classification and workgroup in which case the employee is presumed to be qualified to perform the job; or
2. same status (full-time/part-time) in the employee's present classification and Operating Division or the least senior employee in the classification and Operating Division.

13.7.1 An employee exercising bumping rights in accordance with Section 13.7(2) shall be given adequate instruction for the weeks indicated:

Wage Group	Weeks of Adequate Instruction
1 - 3	4
4 - 6	6
7 - 8	8
9+	10

If, after the adequate instruction period, the employee is not performing the job satisfactorily, such employee may be laid off, placed on recall, and will receive lay off allowance as outlined in Section 13.13 at a reduced rate of one (1) week's pay for each full year of accredited service.

- 13.8 Employees must exercise their bumping rights during the ten (10) business days prior to the effective date of the layoff and are limited to submitting one (1) bump request at a time. Supervisors must respond promptly to National Staffing and the employee on all bump requests to ensure that employees have ample opportunity to exercise their bumping rights during the ten (10) business day period (usually Monday-Friday). The Company shall endeavor to respond to the employee within twenty-four (24) hours, including consideration for available vacancies.
- 13.9 Employees who are bumped shall be accorded the same rights as the employees who were initially affected by the layoff, with the exception of those rights specified in Section 13.7(2).
- 13.10 A person bumped shall have priority 5 bidding status in returning to the same classification and workgroup for a period of one (1) year from date of displacement without time and grade restrictions. After one (1) year, time and grade restrictions would apply.
- 13.11 In the application of Sections 12.1.3, 13.6, and 13.7, the Company reserves the right to retain permanently disabled employees for whom significant job accommodations have been previously made.
- 13.12 A recall list comprised of laid off individuals will be established by the Company. The Company shall offer re-employment (within thirty-five [35] miles and in any other geographic areas suitable to the individual) in classifications previously held and for which the individual is presently qualified to perform, before hiring new employees. If accepted, the waiting period for wage progression, medical,

dental, and life insurance, and pension credit may be waived. The Company's responsibility for offering laid off individuals re-employment shall be limited to one (1) year from the date of layoff. Employees who fail to return the recall form within five (5) calendar days of the layoff date will be deemed to have forfeited all recall rights. Employees may waive their recall rights by indicating such on their recall form. Such waiver must be signed by the employee and may not be rescinded.

13.12.1 It shall be the responsibility of individuals laid off to keep National Staffing informed of the address at which they may be reached. Re-employment shall be offered in person or by certified mail addressed to the latest address furnished by the individual. Re-employment shall be in accordance with Seniority, provided that in the judgment of management the individual has incurred no impairment that would prevent the individual from performing the work. When an offer of re-employment has been made, the former employee shall advise the Company of acceptance within two (2) business days of the date of delivery of the offer of re-employment. If accepted, the former employee shall report for duty at the designated work location as soon as mutually agreed but in no case later than five (5) calendar days (ten [10] business days if currently employed) from receipt of notification of the offer. An individual who fails to accept re-employment to a regular position (same status full-time/part-time), does not meet the above time frames, or who accepts other than temporary employment with another Verizon Company, shall be deemed to have forfeited all rights under this Article and Section 15.2.4(3) of this Agreement.

13.12.2 Nothing in this Section shall limit the temporary employment of such individuals. Recall to temporary assignments may be offered by the Company.

13.13 Regular employees who have been continuously working for the Company for two (2) full years or more without a break in employment, with the exception of an approved leave of absence or layoff, and who are laid off and cease performing any work for the Company will receive layoff allowance as follows:

- a) The layoff allowance for full-time individuals will be two (2) weeks' pay for each full year of accredited service. The layoff allowance for part-time individuals will be calculated on a part-time prorate basis per Section 27.7 for each full year of accredited service.
 - b) The layoff allowance will be based on the individual's basic wage rate. Layoff allowance shall be paid on a bi-weekly basis. A lump sum payoff allowance option may be offered at the Company's sole discretion.
 - c) All payment will cease upon recall or re-employment with the Company or another Verizon Company, upon proof that the individual has persuaded a customer of Verizon Northwest Inc. to abandon its service and subscribe to that of a competitor, or when the individual commences receiving unemployment compensation. If an individual who has received a lump sum layoff allowance is re-employed or recalled and the number of weeks since the effective date of leaving is less than the number of weeks' pay upon which the layoff allowance was based, the amount paid to the employee for the excess number of weeks shall be considered as an advance to the employee by the Company; and the repayment of this amount shall be made at the time of re-employment or through payroll deduction each payroll period at the same rate of at least ten percent (10%) per week of the employee's basic weekly wage rate until the amount is fully paid.
 - d) The above mentioned benefits shall constitute the total Company benefit or obligation to the laid off individuals, and in no event shall any individual receive a total of more than two (2) weeks' pay for each year of accredited service.
- 13.13.1 Whenever an individual who has received layoff allowance (is subsequently recalled or re-employed) is again laid off, the layoff allowance will be computed on the basis of total accredited service less bi-weekly payments previously received. If an employee who has been laid off and given a lump sum layoff allowance is subsequently recalled or re-employed and again laid off, the layoff allowance in the case of the subsequent layoff shall be based upon the length of continuous service since the date of last re-

employment, plus any portion of the prior layoff allowance which has been refunded to the Company. However, any monies still owed the Company from the prior layoff shall be deducted from the subsequent layoff allowance.

- 13.14 When a regular employee is awarded a vacancy with priority 2 during a reduction in force and the new headquarters is sixty (60) miles away or greater, the Company will reimburse the employee for actual, reasonable costs, in accordance with Company policy/procedure, if the employee moves his/her residence approximately one (1) hour round trip closer per day to the new location (recognizing traffic patterns may vary) within four (4) months of the reporting date as follows:
- 13.14.1 Travel of employee and family to the new location (mileage, meals and lodging).
 - 13.14.2 Moving of household goods and personal effects (packing, unpacking, cartage and appliance handling).
 - 13.14.3 Three (3) days excused absence with pay to make necessary arrangements of personal affairs. At the employee's request, the supervisor will make reasonable efforts to allow the employee the option to take up to two (2) additional days of excused absence as personal holiday(s), day-at-a-time vacation, or excused unpaid.
 - 13.14.4 In every case, however, the Company will reserve the right to name the agency which will be used to move the employee's household goods and personal effects, and to prescribe the form of transportation which shall be used for the employee and family, if the Company is expected to pay such costs. The Company will not make any changes in Company policy/procedure which would diminish the relocation allowance without the approval of the Union during the term of this Agreement.
 - 13.14.5 In special circumstances, the four (4) month time limit may be extended by the Labor Relations Manager.

13.14.6 The Company reserves the right to offer the payment provisions of Sections 13.14 through 13.14.5 in situations other than those of force reductions.

13.15 None of the provisions of this Article shall apply to temporary or probationary employees.

ARTICLE 14 TECHNOLOGICAL CHANGE

14.1 The Company and the Union recognize that technological changes in equipment or methods of operation have a tendency to affect job security and the nature of the work to be performed. The parties, therefore, will attempt to diminish or abolish the detrimental effects of any such technological change by creating a joint committee to be known as the Technological Change Committee to oversee problems and recommend solutions of problems in this area. "Technological Change" shall be defined as a change in equipment, or a change in a method of operation, diminishing the total number of regular employees required to supply the same services to the Company or its customers. "Technological Change" shall not include layoffs caused by business conditions, variations in customers' requirements or temporary or seasonal interruptions of work.

14.2 It is agreed that the Technological Change Committee will be constituted as follows: Such Committee will consist of not more than four (4) representatives of the Company and not more than four (4) representatives of the Union. Such Committee may be convened at the option of either party at mutually agreeable times.

14.3 The purpose of the Committee is to provide for discussion, analysis, and the recommendations regarding technological changes which may affect employees represented by the Union. Such technological changes may include, but are not limited to, changes in equipment or method of operations.

14.4 Topics appropriate for negotiation by the Technological Change Committee will include:

- a) How job vacancies in classifications impacted by the change will be filled in a designated period prior to the effective date of the change.

- b) Placement opportunities for employees affected by the change.
 - c) The feasibility of providing training to employees who need to acquire new skills in order to obtain placement due to technological change.
- 14.5 While the Committee shall not formulate policy or arrive at binding agreements, it may explore mutually agreeable alternatives as referenced in Section 14.4 for the instant case. Should agreement not be reached, the Company will implement its plan as scheduled in accordance with the existing provisions of the contract.

ARTICLE 15 ACCREDITED SERVICE & SENIORITY

15.1 ACCREDITED SERVICE:

- 15.1.1 Accredited service means the aggregate of the years and months of active employment in the service of the Company, its predecessors, its associated companies affiliated with Verizon, that is recognized for service purposes. Accredited service shall include all active employment for which a wage or salary was paid and any additional excused absence time or leave of absence time that has been or will be specifically approved for service credit purposes in accordance with the policy, procedures, or published statements established by the Company.
- 15.1.2 Regular employees accrue accredited service under this Agreement governed by the most recent date of employment unless adjusted by a break in service or change of status. Temporary employees do not accrue accredited service; however, if a temporary employee becomes a regular employee, the employee's accredited service reflects the total accumulated straight time hours from the most recent date of hire.
- 15.1.3 Accredited service ceases with any absence from employment with the Company, except as follows: Employees shall accrue accredited service during an FMLA absence for up to twelve (12) weeks in a twelve (12) month period, during a military leave of absence if the employee returns to active employment status

immediately following the leave, or during a Union leave of absence as outlined in the Memorandum of Agreement. Such accredited service and benefits shall not accrue during any other approved leave of absence.

15.1.4 Reinstatement

1. Accredited service includes any time worked either in the bargaining unit or in management, or in other positions outside the bargaining unit.
2. Accredited service established at the time of layoff due to a reduction in force is reinstated if the employee is rehired within two (2) years.
3. Accredited service will be bridged for previous employees who are rehired. Such bridging will take place after the rehired regular employee obtains 1,000 straight-time hours of continuous service from the employee's date of rehire, provided the prior service equaled or exceeded 1,000 hours in a calendar year. The bridged date establishes the length of accredited service with the Company.
4. Employees who are rehired following disability will have their accredited service reinstated if they return to work within two (2) years of their termination.

15.1.5 Accredited service entitles an employee to a specific amount of vacation, sick leave, retirement benefits, and service awards.

15.2 SENIORITY

15.2.1 Seniority under this Agreement is the length of continuous service as an employee covered by this Agreement or any preceding collective bargaining Agreement between the I.B.E.W. and Verizon Northwest Inc. or its predecessors which covered the bargaining unit in the Washington and Pacific Cascade divisions as presently constituted; and established Contel of the Northwest district seniority for employees on Contel payroll as of August 4, 1993.

- 15.2.1.1 If two (2) or more employees have the same seniority date, the employee with the earliest application for employment date shall be deemed senior. The employee with the lowest social security number will be deemed senior if application dates are identical.
- 15.2.1.2 For employees hired June 1, 2002, and thereafter who have the same hire date, the employee with the lowest social security number will be deemed senior.
- 15.2.2 Regular employees accrue seniority rights under this Agreement governed by the most recent date of hire. Temporary employees do not accrue seniority rights; however, if a Temporary employee becomes a regular employee, the employee's seniority reflects the total accumulated straight time hours from the most recent date of hire.
- 15.2.3 Seniority does not accrue during any absence from the bargaining unit other than a leave of absence of six (6) months or less (provided the employee has at least one [1] year of service), military leave, or Union leave as outlined in the Memorandum of Agreement. In any case the employee must directly report to work and continue employment for a period of not less than one (1) month to accrue such seniority.
- 15.2.4 Reinstatement
1. Seniority established at the time of promotion to management is reinstated if the employee returns to the bargaining unit, provided the employee has previously been in the bargaining unit for at least two (2) years and has been out of the bargaining unit for less than two (2) years with no break in service.
 2. Seniority established at the time of promotion to management is reinstated if the employee returns to the bargaining unit at any time due to a general force reduction, provided the employee had previously been in the bargaining unit at least two (2) years.

3. Seniority established at the time of layoff due to a reduction in force is reinstated if the individual is rehired within two (2) years.
4. Individuals who are rehired following disability will have their seniority reinstated if they return to work within two (2) years of their termination.

15.2.5 Leaves of Absence: Seniority accrues during all leaves of absence of six (6) months or less, provided the employee has at least one (1) year of service.

15.2.6 Uses: Seniority

1. It is understood and agreed that in all cases of transfer, promotion and demotion, consideration shall be given to seniority, knowledge, training, ability, performance, skill, adaptability, and efficiency; and where qualifications are relatively equal, seniority shall govern.
2. Seniority shall apply to the selection of vacation periods as provided in Section 19.9.2.
3. Seniority entitles an employee to preferences in the selection of shifts and days off including weeks with a holiday(s).

15.2.7 In the laying off (except as provided in Section 13.1) or rehiring of laid off employees, transfer, promotion, or demotion of employees, if the seniority referred to in Section 15.2.6 is not followed, the Company agrees that employees affected will be given a full written explanation when one is requested.

15.3 The Company shall furnish the Union with a list showing seniority dates and accredited service dates for all employees covered hereunder. The lists will be corrected at six (6) month intervals.

15.3.1 The Company will provide a corrected list every two (2) weeks during periods of Force Reduction.

15.4 TEMPORARY ASSIGNMENT

15.4.1 **OUT-OF-TOWN.** When an out-of-town assignment of over sixty (60) miles and one (1) week or greater in

duration is needed, the following shall apply: Such assignment shall normally be granted on the basis of seniority provided the employee(s) has volunteered for such assignment and is qualified to perform the assignment. If there are no qualified volunteers, then the Company may assign in reverse seniority order considering the above criteria.

15.4.2 **ON LOAN.** For work assignments where the Company has the need to loan employees to other classifications, the following shall apply: Volunteers, the employee(s) has the applicable job skills necessary, consideration shall be given to the employee's current job functions. After considering the above, seniority shall govern. If there are no volunteers, then the Company may assign in reverse seniority considering the above criteria.

15.4.3 Documented performance and/or discipline issues will be discussed with the Union and may affect out-of-town and/or on loan assignments.

ARTICLE 16 ABSENCE FROM DUTY

16.1 Regular employees may be granted a leave of absence (LOA) without pay, service requirements permitting, for a period of up to six (6) months without loss of seniority, provided the employee has at least one (1) year of service. Under extenuating circumstances, an employee may apply for an extension of a LOA provided the employee's leave was for less than six (6) months. No deduction shall be made in the service record for wage progression purposes for a military leave, as outlined in Section 15.1.3.

16.2 Regular employees with twelve (12) months or more accredited service will be eligible for a personal leave of absence provided vacation is taken or paid prior to such leave in accordance with Section 19.16.

16.3 No absence shall be authorized for the purpose of the employee pursuing another vocation or accepting gainful employment while on leave of absence, with the exception of approved military, civic, Union business leaves and a leave of absence related to disability in accordance with Section 11.9. Any employee who violates this provision automatically terminates his/her employment. No leave may be granted

without assurance from the employee that he or she definitely intends to return.

16.4 Return from LOA. An employee desiring to be reinstated from a leave of absence shall give the immediate supervisor at least two (2) weeks advance notice of the date such reinstatement is desired. If an employee fails to report for work on the planned and approved "date of return," such employee will be automatically separated from employment.

16.5 Military Reserve Training. If a regular employee is a member of the National Guard, Air National Guard, or of a reserve component and is subject to annual training duty, the employee will be paid the difference between the employee's military pay and Company base pay (if latter is greater) for a period of not more than two (2) weeks in any one (1) calendar year in which the employee performs such training duty.

16.5.1 An employee, to be eligible for payment as provided above, shall in writing request time off for annual training duty, and at the conclusion thereof, furnish the Company written evidence of the amount of military pay received.

16.6 Jury Duty. A regular employee who has completed ninety (90) days of service who is called and serves on a jury or subpoenaed as a witness in a County, State, or Federal Court will be paid at the employee's basic rate for time lost by reason of serving as a juror or witness, except in any case where the Company, the Union, or the employee is a party. In the event the employee is excused by the Court, the employee will return to work within a reasonable time. An employee with less than ninety (90) days of service will be excused without pay, and such time will not count against the employee's attendance or occurrence rates.

16.7 Bereavement. A regular employee who has completed ninety (90) days of service shall be granted excused time off with pay at the basic wage rate for a period that the employee feels is reasonable and warranted, but not to exceed three (3) scheduled working days due to a death in the immediate family. An employee may request up to two (2) additional days off as personal holidays or vacation. Management will make reasonable effort to accommodate such request. Immediate family is defined as spouse, parent or legal guardian, child, spouse's parent or legal guardian, brother, sister, step-child, step-parent, grandparent, spouse's

grandparent, grandchild, niece, nephew, spouse's niece or nephew, brother-in-law, sister-in-law, step-brother, step-sister, foster child, ward of the court, great-grandparent, or other relatives living with the employee. An employee with less than ninety (90) days of service will be excused without pay for up to three (3) days, and such time will not count against the employee's attendance or occurrence rates.

ARTICLE 17 SHORT-TERM DISABILITY

- 17.1 Regular employees may apply for short-term disability in cases of personal illness, sick child (under the age of 18), or accident not covered by Workers Compensation or other laws. When approved, employees may be paid for workdays absent according to the schedule in Section 17.5.
- 17.1.1 Employees will not be eligible for short-term disability pay under the following circumstances:
1. Injury/Illness when covered by Workers Compensation or other laws;
 2. Elective surgery deemed not to be medically necessary (complications from such surgery will be covered).
- 17.2 The Company may require such illness or accident to be verified by an appropriate health professional. All employee medical records obtained by the Company's short-term disability administrator will remain strictly confidential in compliance with state and federal laws. The Company, or its short-term disability administrator, may require such illness or accident to be verified by the employee's appropriate health professional to determine the length of time for which benefits may be paid.
- 17.2.1 Documentation required for verification of illness will include a diagnosis, an explanation of why the employee cannot perform any job functions, and an estimated duration of the absence.
- 17.3 The Company retains the right to have an employee examined by an appropriate health professional selected by the Company at the Company's expense if there is a reasonable basis to believe that the employee is ill or the employee's physical or mental condition is such that the employee may

cause personal harm or endanger other employees. Such examination may also be required in order to comply with Federal and/or State law or regulations. Any examination request made to an employee must be coordinated with the Company's short-term disability administrator.

17.4 NOTIFICATION. An employee who is unable to work must notify his/her supervisor or designee prior to the start of the shift on each day of absence unless other arrangements have been approved. An employee who fails to notify his/her supervisor or designee of his/her inability to report to work shall forfeit the short-term disability compensation (or credit for the applicable waiting period) for the time prior to notification. However, supervision may waive the notification requirement when it is determined that the circumstances were such that notification was not practicable.

17.4.1 Supervision will provide employees with can-be-reached telephone number(s) (message telephones, in-charges, time keepers, etc.). An employee unable to talk directly with the identified contact person is required to leave a message unless department policy states otherwise. An employee who fails to notify his/her supervisor or designee may be considered to be unexcused and subject to disciplinary action.

17.5 Short-term disability payments and waiting days for regular employees shall be based on their accredited service date according to the following schedule:

	Full Pay		Half Pay	
	Days	Hours	Days	Hours
Less than 1 year	0	0	0	0
1 year but less than 5	20	160	65	520
5 years but less than 10	65	520	65	520
10 years but less than 15	65	520	195	1,560
15 years but less than 20	100	800	160	1,280
20+ years	130	1,040	130	1,040

17.6 Waiting Days.

	Waiting Day(s) Per Absence
Less than 5 years	3
5 years but less than 10	2
10 years but less than 15	1
15 years but less than 20	1
20+ years	0

17.6.1 Waiting Days Waived. Waiting days will be waived:

- a) for employees with no absences due to illness or sick child in the previous six (6) months;
- b) if the employee is hospitalized, or has outpatient surgery performed at a hospital during the waiting period; or
- c) for the period of time an employee is required to be present to approve treatment for a hospitalized sick child.

17.6.2 If an employee returns to work after a period of illness and is required to leave work again because of the same illness within a period of not more than ten (10) consecutive days, the two (2) periods of absence shall be considered as constituting one (1) illness and a second waiting period is waived. This provision only applies to the employee's illness and does not include sick child.

17.6.3 The ten (10) consecutive day period will be extended if the employee is required in writing by the employee's physician to return for follow-up procedure/treatment which results in a disabling condition. The document from the employee's physician shall also include verification of the disabling condition produced by the follow-up procedure/treatment, an explanation why the employee cannot perform any job functions, and an estimated duration of the absence.

17.6.4 Eight (8) consecutive scheduled work hours absence due to illness, accident, or sick child shall constitute a day of waiting period. For employees working a Four/Ten schedule, ten (10) consecutive scheduled work hours shall constitute a day of waiting period.

17.7 Short-term Disability Restoral. An employee's short-term disability will be restored when he/she has been continuously engaged in the performance of duty for thirteen (13) weeks (ninety-one [91] days) of time worked with no absences due to personal illness or sick child.

- 17.7.1 An employee who is out on short-term disability and passes an anniversary milestone will receive the difference in short-term disability between the old band and the new band.
- 17.7.2 An employee who has exhausted short-term disability and who has passed an anniversary milestone must work one (1) day to receive the difference in short-term disability between the old band and the new band.
- 17.8 Regular part-time employees shall accrue short-term disability allowance as described in Section 17.5, except that payment shall be prorated based on a part-time equivalent workweek as outlined in Section 27.6, provided that such prorated payment shall not exceed actual hours scheduled nor include on-call hours refused for reasons other than illness, sick child, or injury.
- 17.9 **Vacation and STD.** An employee who is unable to work due to personal illness, injury, or sick child and who has exhausted his/her available short-term disability compensation, may use available vacation days.
 - 17.9.1 An employee who is out absent sick or on workers compensation at year-end shall be cashed out for any remaining vacation if such employee does not qualify for vacation banking or carry forward.
 - 17.9.2 An employee may use the cash out vacation option for the purpose of regaining the monetary value that was lost caused by unpaid waiting days. Such vacation time may be replaced by any unused personal holidays, so the employee does not lose previously scheduled vacation day(s). If an employee breaks up a full week of vacation which cannot be replaced by use of personal holidays, management may make available as full week(s). If not selected, the employee shall retain previously scheduled day(s).
- 17.10 An employee may be allowed up to five (5) days off, unpaid, within ten (10) days following the birth of their newborn child, or may elect to use vacation or personal holiday(s), if available.

- 17.11 In case an employee's services are for any reason discontinued, no payment shall be made for unused short-term disability.
- 17.12 **On-the-Job Injury.** Absence from work because of injuries sustained in the discharge of a regular employee's duty shall be paid from the first day without any waiting period at ninety percent (90%) of the employee's basic wage for a period not in excess of one (1) year (prorated for part-time employees). Said period is to commence on the first day/hour of lost work time. The employee shall reimburse, in a manner prescribed by the Company, any amounts received from Workers Compensation up to the employee's basic forty (40) hour workweek. Short-term disability will not be paid for cases of illness or accident covered by Workers Compensation. If Workers Compensation payment is not immediately approved, an employee may request that Absent Injury payments start immediately without a waiting day. In order for payments to begin, however, the employee must sign a repayment agreement so that in the event that such claim is not approved, the Company may automatically deduct such overpayment from the employee's future pay.
- 17.13 **Third-Party Compensation.** If an employee receives compensation from a third party or government agency for lost work time for which the employee has been compensated under this Article, the employee shall reimburse the Company for all sums paid by the Company for the lost work time for which such third party or government agency has paid, up to the net amount received from said third party or government agency. An employee who is eligible for such compensation agrees to exercise reasonable efforts to collect from such third party or government agency. Any compensation received through an employee's individual income protection plan shall be excluded under this Section.
- 17.14 If the last scheduled workday preceding a holiday and the first scheduled workday following a holiday are taken as absent sick, the holiday will be considered an absent sick day unless such holiday falls in a waiting day.
- 17.15 Benefits shall not be payable to employees who are physically disabled by reason of injuries directly arising from employment with any other employer, nor from circumstances directly associated with the pursuit of personal business for profit, excluding volunteer work.

ARTICLE 18 HOLIDAYS

18.1 Paid holidays recognized hereunder shall be as follows:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving **
Independence Day	Christmas Day
Labor Day	6* Personal Holidays

*The six (6) personal holidays shall be effective January 1, 2003.

**Phone Mart employees shall receive an additional personal holiday in lieu of the Day after Thanksgiving, provided the employee has completed thirty (30) days of service and plans to maintain employment through November.

Christmas Eve Personal Holiday. The Company will allow as many employees as possible to schedule December 24 as a personal holiday and still maintain appropriate service levels.

18.2 **Holiday Eligibility.** All regular employees shall be entitled to recognize holidays after completion of thirty (30) days of service and personal holidays after completion of ninety (90) days of service (520 straight time hours worked for part-time).

18.2.1 Eligible employees hired after August 1 of each year shall be entitled to three (3) personal holidays in the year of hire.

18.3 **Personal Holidays.** Eligible regular employees may take any or all personal holidays in eight (8) or four (4) hour increments. In addition, an employee may take personal holidays in two (2) hour increments if approved by the employee's supervisor or designee. An employee may use personal holiday(s), or portion of, to make up the monetary loss for approved appointments and short-term disability waiting day(s) regardless of scheduled availability. Personal holidays may be taken on any day of the year, service requirements permitting, provided that the employee gives his/her supervisor at least seventy-two (72) hours' notice prior to the date the employee elects. Preferences in the selection of personal holidays shall be in accordance with seniority but subject to Sections 19.9 and 19.9.1. Employees who terminate from the Company shall not be entitled to payment for unused personal holidays.

- 18.3.1 Management may allow an employee hired after June 1 of each year to take any or all of the personal holidays prior to his/her eligibility date, provided the employee first signs a repayment agreement. Therefore, if the employee is released from employment within ninety (90) days, the Company may deduct from the employee's final paycheck all personal holidays paid.
- 18.3.2 Between September 1 and October 1 of each calendar year, employees shall schedule any unused personal holiday(s). If, after October 1, an employee has not taken or scheduled his/her remaining personal holiday(s), his/her supervisor shall designate day(s) to be taken.
- 18.4 Each eligible regular employee not scheduled to work on a holiday shall receive pay for eight (8) hours at the base rate, regardless of whether or not such holiday falls within the employee's normally scheduled workweek. When such holiday falls on an employee's day off, such time shall normally precede or follow the holiday.
- 18.5 Part-time eligible employees shall be entitled to holiday pay on a pro rata basis as described in Section 27.6.
- 18.6 When a holiday falls in the employee's vacation period, the employee will be given another vacation day off.
- 18.7 Any work performed on a holiday, including a scheduled personal holiday, shall be paid for at the rate of one and one-half (1-1/2) times the base rate plus in-charge differential (if applicable) for each hour worked in addition to the eight (8) hour holiday pay received for the same basic hours. Any employee scheduled to work a holiday will not receive another day off during the week. However, an employee may elect to reschedule any personal holiday he/she is required to work, service requirements permitting. Such day shall be paid as a normal workday, and the personal holiday(s) shall be rescheduled.
- 18.8 Any employee who is scheduled to work the holiday but fails to report for work or fails to secure another qualified employee satisfactory to the Company to take his/her assigned shift, shall receive no payment for the holiday unless excused by the Company.

- 18.8.1 Holiday pay will not be allowed to employees who are absent due to illness or other reasons the preceding or succeeding workday unless the employee reports the situation to the supervisor and the reason is valid.
- 18.8.2 If the last scheduled workday preceding a holiday and the first scheduled workday following a holiday are taken as absent sick, the holiday will be considered an absent sick day unless such holiday falls in a waiting day.
- 18.9 If a holiday falls on a regular scheduled workday, the holiday is observed on that day. If a holiday falls on a nonscheduled workday, the following shall apply:
- a) When the holiday falls on a Saturday or another unscheduled day, the preceding workday shall be observed as the holiday.
 - b) When the holiday falls on a Sunday, the following workday shall be observed as the holiday.

ARTICLE 19 VACATIONS

- 19.1 Regular employees covered by this Agreement shall be entitled to vacation credit at the base rate for the hours shown as hereinafter provided.
- 19.2 For vacation purposes only, all regular employees will have a vacation eligibility date of January 1 of their accredited service year; however, no newly hired or rehired employee shall be eligible for any vacation in their year of employment.
- 19.2.1 Regular employees are entitled to take vacation provided the employee has worked one day in the calendar year and subject to other contract restrictions.
- 19.2.2 Employees who are eligible for vacation shall take at least two (2) weeks of the current year's vacation each year, except as outlined in Section 17.9.
- 19.2.3 Employees shall be permitted to select vacation periods at any time during the calendar year, service requirements permitting, on the basis of seniority, unless otherwise indicated in this Article.

19.3 Regular employees will be entitled to vacation in eight (8) hour increments, per the following schedule:

<u>Effective January 1 of Accredited Service Year</u>	<u>Vacation Allowance</u>
2 nd through 4 th year	2 weeks (80 hours)
5 th through 14 th year	3 weeks (120 hours)
15 th through 24 th year	4 weeks (160 hours)
25 th and each year thereafter	5 weeks (200 hours)

19.3.1 A regular employee newly hired will be eligible for vacation after January 1 following his/her date of employment and after completion of the probationary period. If such employee leaves the employment of the Company prior to completion of one (1) year of service, the employee shall reimburse the Company all vacation taken before the one (1) year anniversary date.

19.4 Regular full-time employees' vacation pay shall be forty (40) hours of regular pay for each week of entitled vacation. Regular part-time employees will receive prorated vacation benefits based on a part-time equivalent workweek as outlined in Section 27.6.

19.5 **VACATION PREFERENCES.** Vacation schedules shall be developed by using preference sheets in all departments except the CSSC and VRRRC. Management shall distribute preference sheets to all employees in the workgroup. Employees shall return said preference sheets to management one (1) month in advance of the start of the vacation selection process. The preference sheets shall be used when determining the number of vacation weeks required/desired for each workgroup by assessing forecasted business needs and evaluating factors such as customer service requirements, historical data, anticipated growth, overtime requirements, average workgroup absence rate, etc., and weighting them equally with the preferences.

19.5.1 In the CSSC and VRRRC the schedules shall be prepared in such a manner as to permit a maximum number of vacations during the more desirable vacation time.

19.5.2 When the Company determines the distribution of available vacation weeks, a copy of the information

shall be posted on the bulletin board(s) to assist the employees in planning their initial selections.

- 19.6 **VACATION SCHEDULING.** Vacation schedules are to be compiled by workgroup, as defined in Section 7.7.1. Vacation schedules will normally be available for employee selection by January 2. Employees will select their vacation from said schedules by February 15 of the current year.
- 19.6.1 The CSSC and VRRRC, or workgroups with more than seventy-five (75) employees, may start the selection period as early as October 1.
- 19.7 An employee may, with prior approval of his/her supervisor or designee, take one (1) week of vacation in increments of one (1) or more full days at a time. An employee with three (3) weeks or more of vacation may take a second week of vacation in increments of one (1) or more full days at a time. At least one (1) of the two (2) weeks granted in such manner must be scheduled during the initial selection period.
- 19.8 **Phone Mart Limitations.** Phone Marts may exclude up to four (4) weeks of a calendar year on each vacation schedule. An equivalent number of weeks will be made available throughout the year.
- 19.9 **Vacation Selection.** The selection process shall consist of two (2) phases: the first phase for full weeks of vacation and the second phase for day-at-a-time vacation and full day personal holidays.
- 19.9.1 In the initial selection of vacations, full week vacations shall have preference over day-at-a-time vacation and full day personal holidays. If an employee selects a full week of vacation and such week includes a designated holiday, the extra day created by the holiday shall be chosen with the day-at-a-time selection.
- 19.9.2 Employees shall be given an equal amount of time to select their vacation based on seniority. Employees who choose not to select during this period of time, for either of the two (2) phases, shall waive their initial selection rights for the unscheduled vacation time and shall choose such time subject to the prior selection by other employees. Rescheduling of initially selected

weeks/days shall be in accordance with Sections 19.10 and 19.11.

19.9.3 After selection of vacation by employees, the vacation schedule shall be posted on the bulletin boards.

19.10 Post Initial Vacation/Personal Holiday Selection.

Following completion of the two (2) initial selection phases referenced in Section 19.9, and when management determines time is available, the post initial sign-up vacation selection and rescheduling shall, with management's approval and service requirements permitting, be granted in accordance with the following:

A. **Full Week Vacation Periods.** When full week(s) of vacation are available, such full week(s) shall be posted for a period of not less than four (4) working days for selection by seniority.

B. **Day-at-a-Time Vacation/Personal Holiday Periods.** When day-at-a-time vacation day(s), personal holiday(s), or incremental personal holiday(s) become available, such shall be requested via either memo with date and time noted or e-mail. The day/time will be granted on a first come, first serve basis. Employees shall be notified immediately if the time is available. If the requested time is not available, the employee shall be notified at least every thirty (30) days of the status of the request. Same-day requests will be accepted via telephone. Seniority shall govern when requests are submitted on the same day for the same future time period.

19.11 Employees shall be advised during the month of September to select their remaining unscheduled vacation for said year. If an employee does not schedule or designate as banked or carry forward such day(s) by October 1, the supervisor shall designate the day(s) to be taken or designate as cash out, if eligible.

19.12 If an employee has chosen a vacation day (or days) and later decides to cancel, the employee must notify the supervisor or appropriate designee ten (10) working days prior to that day. If the minimum notification is not met, the employee may be required to take the day or days selected. Such time limit may be waived by supervisory approval.

19.12.1 If an employee breaks up a full week of vacation, management may require the remaining days to be rescheduled and may post such week for selection by seniority as outlined in 19.10 (A).

19.13 **Vacation Cash Out.** With supervisory approval, an employee who is entitled to three (3) or more weeks of vacation may receive straight-time basic pay excluding differentials in lieu of taking up to two (2) weeks of current year's vacation. Vacation cash out shall not count toward the regular workweek. Such pay requires notice to the supervisor and shall be included in a regular paycheck. Each employee request will be decided on its own merits by the supervisor and will be approved only if it is consistent with Company work and service requirements.

19.13.1 An employee who is out absent sick or on Workers Compensation at year-end may have vacation cashed out if such employee is not eligible to carry forward or bank vacation.

19.14 **Vacation Carry Forward.** An employee who is entitled to three (3) or more weeks of vacation may at the employee's option carry forward current year's vacation to the succeeding year in daily increments up to:

<u>Vacation Eligibility</u>	<u>Maximum Carryover</u>
3 weeks	1 week
4 weeks	2 weeks
5 weeks	3 weeks

19.14.1 Carry forward vacation is to be scheduled after the completion of the vacation selection process and must be taken by June 1 of carry forward year.

19.15 **Vacation Banking.** Employees eligible for four (4) weeks of vacation may bank one (1) week of the current year's vacation each year. Employees eligible for five (5) weeks of vacation may bank up to two (2) weeks of current year's vacation each year. An employee's request to bank vacation must be made known and submitted by December 1.

19.15.1 Employees who elect to bank current year's vacations may not carry forward vacation during the same year.

- 19.15.2 Vacation time will be banked in eight (8) hour increments only. Banked vacation will be paid at the straight-time basic rate of pay excluding differentials at the time the vacation is taken. Banked vacation may be taken in eight (8) hour increments.
- 19.15.3 Banked vacation is to be scheduled after February 15 or may accumulate over the years until the employee leaves the employment of the Company, at which time the employee may have the option of taking banked vacation or cash payment as provided in Section 19.16.
- 19.16 Regular employees leaving the employment of the Company or being laid off shall be paid for all entitled vacation not taken, including banked and carry forward vacation. However, employees cannot retire until paid vacation time has elapsed unless they elect to waive the associated accredited service. Employees taking an approved leave of absence shall be paid for all current year's vacation not taken prior to such leave.
- 19.16.1 Employees who resign without giving at least two (2) weeks' prior notice of the resignation day will be considered to have forfeited all rights and claims to current year's vacation pay considerations.
- 19.17 An employee who becomes hospitalized due to illness or injury or receives emergency outpatient care at the hospital while on vacation may apply for short-term disability benefits, providing that such day(s) would otherwise have been a scheduled workday(s). Short-term disability time will be paid, if approved, for each day or portion of day. The portion of vacation changed to short-term disability leave may be rescheduled subject to service requirements and prior selection of vacation by other employees.
- 19.17.1 An employee who is unable to work due to personal illness, injury, or sick child and who has exhausted his/her available short-term disability compensation per Article 17, may, with the approval of supervision, use available vacation days. Additionally, full weeks of banked vacation may be taken concurrently with unpaid short-term disability.

- 19.18 In computing vacation, no deduction shall be made because of time off in connection with sickness, accident, FMLA, or military leave, as outlined in Section 15.1.3.
- 19.19 In the event of an approved leave of absence of more than six (6) consecutive months, employees returning to duty shall not be eligible for a vacation until they have completed 1,040 hours' continuous service.
- 19.20 Previously scheduled vacations of employees opting to use rights under Articles 12 and 13 will be honored for the remainder of the calendar year.
- 19.21 Employees utilizing Article 11 rights may be required to reschedule untaken vacation subject to prior selection by another employee and service requirements.
- 19.22 If an employee requests and is granted vacation which he/she did not have available, the employee shall reimburse the Company for all vacation time paid which the employee was not entitled to.
- 19.23 Vacation shall not be cumulative, except as provided in Sections 19.14 and 19.15.

Vacation Week Preference Form – Local 89, I.B.E.W.

- Instructions: 1. Complete the Employee Information Section
 2. Fill out the dates you would like below as instructed
 3. Return this form to your Supervisor thirty (30) days prior to the vacation selection process

Employee Information Section:

Employee Name: _____ Seniority Date: _____
 Department: _____ Accredited Date: _____
 Work Location: _____ Vac. Allowance: _____
 Supervisor: _____

Designated 2003 Holidays

01/01/03 New Year's Day
 05/26/03 Memorial Day
 07/04/03 Independence Day
 09/01/03 Labor Day
 11/27/03 Thanksgiving Day
 11/28/03 Day After Thanksgiving*
 12/25/03 Christmas Day

Designated 2004 Holidays

01/01/04 New Year's Day
 05/31/04 Memorial Day
 07/05/04 Independence Day
 09/06/04 Labor Day
 11/25/04 Thanksgiving Day
 11/26/04 Day After Thanksgiving*
 12/24/04 Christmas Day

Designated 2005 Holidays

12/31/04 New Year's Day
 05/30/05 Memorial Day
 07/04/05 Independence Day
 09/05/05 Labor Day
 11/24/05 Thanksgiving Day
 11/25/05 Day After Thanksgiving*
 12/26/05 Christmas Day

* Exception: Phone Mart Employees

<u>Length of Service</u>	<u>Vacation</u>
6 months to 4 years	2 weeks**
5 to 14 years	3 weeks
15 to 24 years	4 weeks
25+ years	5 weeks

**Must have completed probationary period and passed January 1

INSTRUCTIONS: In the first row, write dates of your first choices for your allotted vacation weeks. Proceed to the second row, and then the third row, and write dates of your second and third choices for vacation weeks.

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6
1 st choice						
2 nd choice						
3 rd choice						

 Employee Signature

 Date

* Vacation carried over from previous year? YES [] NO []

If yes, amount: _____

Using Banked Vacation? YES [] NO [] If yes, amount: _____

* Carry forward vacation can not be scheduled during initial vacation selection process and must be taken by June 1 of carry forward year.

ADDITIONAL COMMENTS:

RETURN TO RMG/SUPERVISOR BY _____. FAILURE TO RETURN THIS FORM BY THE DESIGNATED DATE MAY JEOPARDIZE AVAILABILITY OF DESIRED TIME.

Date received in RMG or by Supervisor: _____

Revised 3/19/02

ARTICLE 20 BENEFIT PLANS

- 20.1 **Group Medical Insurance.** The Company will provide comprehensive medical benefits (referred to as the indemnity plan) with coverage available for full-time employees upon completion of ninety (90) days, part-time employees after completion of 520 straight-time hours, and temporary employees after completion of 1,040 straight-time hours of accredited service or receipt of request to enroll, whichever is later. The Company agrees to make contributions for the comprehensive medical plan that the Company provides for regular employees. The Company contributions for the total comprehensive medical insurance premium, as now or subsequently determined by the Company, for regular full-time employees shall amount to one hundred percent (100%) of the medical insurance premium rate for regular full-time employees, including family. The Company contribution for regular part-time employees will be one hundred percent (100%) for employee only coverage or fifty percent (50%) for employee plus one or employee plus two or more.
- 20.2 **Group Dental Insurance.** The Company will provide dental benefits with coverage available for full-time employees upon completion of ninety (90) days, part-time employees after completion of 520 straight-time hours, and temporary employees after completion of 1,040 straight-time hours of service or receipt of request to enroll, whichever is later. The Company contributions for the total dental insurance premium, as now or subsequently determined by the Company, shall be based on the number of hours per week and will be made according to the table below.

	Current	<u>Percent of Premium</u>	
		Effective 1/1/2003	Effective 1/1/2004
DENTAL			
<u>Part-time Employee</u>			
Less than 17.5 hours	100%	0%	0%
17.5 hours < 22.5 hours	100%	50%	50%
22.5 hours < 30 hours	100%	75%	75%
30 hours or more	100%	100%	100%
<u>Full-time Employee</u>	100%	100%	100%
<u>Part-time Employee + 1</u>			
Less than 17.5 hours	50%	0%	0%
17.5 hours < 22.5 hours	50%	32.5%	40%
22.5 hours < 30 hours	50%	50%	60%
30 hours or more	50%	75%	80%
<u>Full-time Employee + 1</u>	50%	75%	80%
Family			
Same as for Employee + 1			

- 20.3 The Company will not cancel any medical insurance plan now in effect unless approved by the Union. The Company will provide payroll deductions for any group insurance plan provided for in this Agreement or subsequently in effect for the Company's employees which has been mutually agreed to between the Company and the Union.
- 20.4 The Company's Comprehensive Medical Plan will be as outlined in "Your Medical Benefits" summary plan description booklet. The dental plan will be as outlined in "Your Dental Benefits" summary plan description booklet.
- 20.5 **Health Maintenance Organizations (HMO's).** The Company will offer eligible employees the option of selecting HMO's (when available) as an alternative to the Comprehensive Medical Benefits Plan now being provided through an insurance company. Employees may select either alternative but not both. If an employee elects to be insured by an HMO rather than the Comprehensive Medical Benefits Plan, the Company agrees to contribute to said HMO an amount not to exceed that of the Comprehensive Medical Benefits Plan for comparable types of coverages. Said HMO must satisfy all regulations and requirements established by Federal or State laws.

- 20.6 Comprehensive Medical Benefits Plan coverage for dependents will be provided at Company expense for up to twenty-four (24) months following the death of an employee on the active payroll.
- 20.7 **Basic Life Insurance.** The Company agrees to provide life insurance for regular employees upon completion of ninety (90) days of accredited service equal to the employee's base annual wages rounded to the next higher one thousand dollars (\$1,000.00) if not already a multiple of one thousand dollars (\$1,000.00).
- 20.8 **Retiree Life Insurance.** The Company agrees to provide life insurance in the amount of \$5,000 to employees who retire January 1, 1997, through December 31, 2002.
- 20.8.1 The Company agrees to provide employees who retire on or after January 1, 2003, with a service or disability pension under the Verizon Northwest Inc. Pension Plan a \$10,000 retiree life insurance benefit.
- 20.9 **Pension Plan.** The Company agrees to provide a Pension Plan with provisions for normal, early, and disability retirement in addition to a Deferred Vested Pension Plan. The Pension Plan multiplier is 1.35% of the employee's average annual compensation during the five (5) highest consecutive years of pay.
- 20.9.1 Employees who have thirty (30) years or more of accredited service may elect to take a service pension that is unreduced for early retirement.
- 20.9.2 During the term of this Agreement, the Company agrees to negotiate with the Union any changes in the Plan which would reduce benefits.
- 20.10 Employees who are laid off shall continue to receive their medical insurance benefits for ninety (90) days.
- 20.11 Under no circumstances shall any of the provisions of this Agreement pertaining to group insurance, pensions, or the S&I Plan be made the subject of an arbitration proceeding, except the determination of accredited service as a basis for eligibility for such group insurance or plans.
- 20.12 Employees will receive telephone service concession in accordance with Company policies/procedures. During the

term of this Agreement, the Company agrees to negotiate with the Union any changes in the concession policy which would reduce benefits.

- 20.13 Refer to MOA index for additional benefit information.

ARTICLE 21 SAFETY, TOOLS, & EQUIPMENT

- 21.1 The Company agrees to furnish and the employee agrees to use all necessary equipment and devices necessary to maintain the standard of service required by the Company and to keep in compliance with Federal and State Safety and Health Standards. Such items will be kept in good working condition. The Company shall determine what items will be used by employees and necessity for replacement. Worn or broken tools will be replaced by the Company on presentation of such tools by the employee. Employees will be responsible for loss, theft, and misuse of furnished equipment. Replacement of such will be at the employee's expense.
- 21.2 There shall be a safety committee in each Serving Area/Department of the Company with equal representation from the craft and management to monitor local safety practices. The Union will name bargaining unit members on the committees as long as no more than one member is selected from each workgroup. State, Federal, or Municipal laws and regulations affecting safety practices that are in force in the locality in which work is being done shall be complied with at all times. Any employee may submit to his/her supervisor comments and suggestions concerning methods of performing work that will reduce possibilities of accidents or injuries. Opportunity shall be extended to every employee, at least once a month, to discuss safety practices and problems with his/her immediate supervisor and associated working group.
- 21.3 When an employee encounters hazardous condition(s), the employee will immediately report the condition(s) to management, and it will be determined if the work can be safely performed at the time of report and assessment.

ARTICLE 22 TRAVEL TIME & EXPENSE

22.1 Travel time and expense for employees will be addressed through the procedures defined below.

22.2 DEFINITIONS

22.2.1 **Expense Allowance** is a daily allowance of thirty dollars (\$30.00) to cover the cost of meals and other incidental expenses incurred when lodging is used, except for the last day of assignment. The daily expense allowance shall be \$31.00 effective May 18, 2003; and \$32.00 effective May 16, 2004.

22.2.2 **Lodging**, when over sixty (60) miles (in accordance with Section 22.2.8), shall be reimbursed for the reasonable cost of receipted lodging designated by the Company.

22.2.3 **Meals**, when over sixty (60) miles on the last day of assignment, are reimbursed for the actual cost of meals that are reasonable and customary for that time of day, provided that the cost of each meal does not exceed eleven dollars (\$11.00) plus tax. Payment for meals will not be allowed on a day in which per diem expense is paid. Meals which are paid for by the Company will be eaten on the employee's own time.

22.2.4 **Mileage/Personal Vehicle** is paid when it is mutually agreed by the employee and supervisor that the employee will use a personal vehicle on Company business. Any request to transport materials other than basic assigned hand tools, including climbing gear and personal protective equipment, must also be mutually agreed upon. Employees will be reimbursed for use of personal vehicle according to the Company policy, but not less than thirty-two cents (32¢) per mile for such authorized use, and the employee's vehicle must meet minimum state vehicle requirements.

22.2.5 **Mileage Tables.** The Company and the Union have agreed to mileage tables listing distances between work locations as listed in Company policy/procedure. It is further recognized that routes between locations may change or errors in the tables can occur. In such

cases, the actual distances shall govern and the tables will be corrected.

22.2.6 Out-of-Pocket Expenses. Out-of-pocket expenses may be reimbursed with supervisory approval and substantiating receipts when assigned outside the states served by Verizon Northwest Inc. and it is known that the established per diem amounts will not cover reasonable expenses.

22.2.7 Per diem is a flat rate daily allowance paid in lieu of:

- a) Meals
- b) Lodging
- c) Transportation
- d) Mileage
- e) Paid travel time

Per diem can only apply when all of the following exist:

- a) Employees are temporarily assigned to report directly from home to work at a temporary headquarters.
- b) The employee and supervisor mutually agree that the employee will use his/her own mode of transportation or the employee is required and authorized by management to transport a Company vehicle.
- c) No temporary living expenses are separately reimbursed.
- d) Only one per diem shall be paid for any twenty-four (24) hour period beginning at 12:01 a.m.

22.2.8 Per Diem Allowance. Per diem will not apply unless the one-way distance by direct and reasonable route exceeds an employee's normal commute from residence to the employee's normal work location according to the mileage chart below.

Miles in Excess of <u>Normal Commute</u>	Per Diem <u>Allowance</u>
0 – 10.9	\$ 0
11 – 20.9	\$10.00
21 – 40.9	\$25.00
41 – 59.9	\$40.00
60+	\$55.00

22.3 No meals, lodging, or per diem will be paid when traveling from one job location to another, between permanent headquarters and temporary headquarters, and headquarters to job or job to headquarters; therefore, the Company offers the employee the option of:

- a) Company-provided transportation on Company time which may include Company vehicles, ridesharing with other Company employees, taxi service, buses, etc., or
- b) Mileage.

22.3.1 In the above-referenced travel situations, except during the time when sleeping accommodations are used in route, time spent traveling is treated as follows:

- a) Within the scheduled work period, the same as regular work and paid for at the basic rate.
- b) Outside the scheduled work period, the same as overtime work and paid for accordingly, except as specified otherwise in this Article.

22.4 **Under Sixty (60) Miles.** On assignments from the employee's home to temporary headquarters under sixty (60) miles one way, employees will travel on their own time, use their own vehicle, and not be paid for meals. Employees have the option of the following after subtracting the employee's normal commuting distance per Section 22.2.8:

- a) Per diem (over 10.9 miles each way), or
- b) Mileage.

22.5 **Over Sixty (60) Miles.** At its option, the Company may return an employee to his/her permanent headquarters at the close of any workday. When an employee is not returned daily on assignments from the employee's home to temporary headquarters sixty (60) miles or over one way (in accordance with Section 22.2.8), the employee is entitled to the option of:

1. *Per diem, or
2. *Lodging and Expense Allowance, or
3. Out-of-pocket expenses.

*(first through next-to-last day) and meals (last day)

When the employee accepts option 2. or 3. above, the following is also provided:

- a) Travel on Company time (except during the time when sleeping accommodations are used in route) and transportation or mileage (first and last day only),
- b) Reasonable laundry expenses if the assignment is more than seven (7) days. Any additional incidental expense, incurred as a result of the assignment, shall require prior approval of the supervisor for reimbursement.

All other travel will be on the employee's time and expense.

22.6 **Returning Home.** An employee who is assigned to a temporary headquarters over sixty (60) miles, but within the Northwest Region, which includes lodging, may return to his/her permanent headquarters at the end of every week, although the entire temporary assignment/training may not have been completed, provided the employee is not scheduled to work on the weekend and subject to the following:

- a. Time consumed for travel and the cost for travel will not be paid.
- b. Transportation will not be provided.
- c. Motel expenses will not be paid for Friday or Saturday night.

- d. Should a three (3) day weekend be involved, the two (2) affected days would become three (3).

An employee who elects the above shall be paid per diem for each day of the weekend he/she was not required to report to the temporary headquarters.

The employee will be allowed to remain at his/her temporary headquarters; in such case, the Company will continue to pay his/her expenses.

If the employee is directed to return to his/her permanent headquarters in the interim, travel time will be paid.

22.6.1 More Than Four (4) Week Assignment. Regardless of the employee's use of the above option, the Company will return an employee to his/her permanent headquarters every four (4) weeks, although the entire temporary assignment may not have been completed. The Company will provide transportation for such visit home. Per diem will not be paid in this situation. The employee may be allowed to remain at his/her temporary headquarters; in such case, the Company will continue to pay his/her expenses.

22.6.2 Formal Training. Employees assigned for formal training to a temporary headquarters outside the Northwest Region for five (5) weeks or more shall be provided transportation for a visit home every three (3) weeks beginning with the first day of the assignment.

22.7 On assignments of sixty (60) miles and over one way, the employee may with, with reasonable notice, make arrangements with the supervisor for the provision of a corporate card to cover reasonable living expenses while on such assignment.

ARTICLE 23 HOURS OF WORK & WORK RULES

23.1 Regular Workday/Shift. The regular workday shall consist of eight (8) or ten (10) consecutive hours excluding a lunch period which will not exceed one (1) hour except where flexible working hours have been mutually agreed to by the employee and his/her supervisor.

23.1.1 **Part-Time.** Part-time employees may work any combination of hours which will normally be scheduled by seniority. Exceptions to this will occur due to the needs of the business. Should the Company have the need or interest in staffing part-time employees with specific scheduling limitations, this would require mutual agreement with the Union prior to any commitment being made to the potential employee.

23.2 **Split Shifts.** A workday may include the use of split shifts. A split shift shall be divided into two (2) separate sessions that may not exceed four and one-half (4 ½) hours in either session. Split shifts must start between the hours of 6:00 a.m. and 1:00 p.m. and shall not span more than twelve (12) hours. Such split shifts shall be kept to a minimum, and regular workdays will be employed wherever practicable and paid in accordance with Section 27.4.1.

Workgroups Affected. Split shifts may be used in the Verizon Repair Resolution Center, Consumer Sales & Solutions Center, and Phone Marts. All other classifications will work regular workdays unless otherwise mutually agreed between the Union and the Company or mutually agreed to between the employee and supervisor. The Customer Sales & Solutions Center may use split shifts, not to exceed ten percent (10%) of the full-time work force, at such time the Center implements extended coverage.

23.3 **Rest Breaks.** One (1) fifteen (15) minute mid-session break will be allowed in each session of a shift. Each fifteen (15) minute break shall be scheduled after the first hour of the session but before the last hour of the session, service requirements permitting. All such breaks shall be considered and paid for as time worked.

23.3.1 **Rest Breaks – Overtime.** Employees working overtime shall be granted an additional rest break for each additional two (2) hour period, provided that no employee shall be given more than one (1) rest break in any four (4) hour session.

23.3.2 Rest breaks cannot be combined with lunch or used at the end of the day.

23.4 **Regular Workweek Schedule.** The workweek begins at 12:00 a.m. Sunday and extends to 11:59 p.m. on Saturday.

The regular workweek shall normally consist of forty (40) hours divided into five (5) consecutive shifts of eight (8) hours each. Days off in a regular workweek shall be scheduled on Sunday/Saturday, Sunday/Monday, or Friday/Saturday.

When mutually agreed between the supervisor and employee, the employee may work a flexible workweek schedule without overtime until after forty (40) hours are worked.

Workgroups Affected. All classifications shall work a regular workweek except those groups referenced in Section 23.6.

- 23.5 **Four/Ten Workweeks.** The Company may schedule 4/10s to meet customer demands. The Company may include up to a maximum of fifty percent (50%) 4/10 shifts in the schedule to maintain service requirements. Selection of such schedules shall be voluntary or agreed to by seniority order. When consistent with service requirements, the Company may schedule additional 4/10 shifts to accommodate employees.

Four/Ten Applications. The forty (40) hour workweek scheduled as 4/10s shall not be subject to overtime provisions until scheduled hours have been exceeded. The Company shall schedule two (2) consecutive days off when scheduling 4/10s. The Company will attempt to schedule three (3) consecutive days off, service requirements permitting. Short-term disability compensation waiting days, jury duty, and bereavement absence are based on ten (10) hours. For holidays, vacations, and day-at-a-time vacation, employees revert to a five (5) day workweek unless Section 18.3 is applied for day-at-a-time vacation, personal holidays, or recognized holidays.

- 23.6 **Workweek Schedule – Consecutive Mid-Week Days Off.** A workweek consisting of forty (40) hours divided over four (4) or five (5) shifts. Any two (2) consecutive mid-week days may be scheduled off such as Monday/Tuesday, Tuesday/Wednesday, Wednesday/Thursday, or Thursday/Friday.

Workgroups Affected. Operating groups, such as all call centers, Customer Operations, and Phone Marts, may use workweek schedules with mid-week days off.

- 23.7 **Workweek Schedule – Nonconsecutive Days Off.** A workweek consisting of forty (40) hours divided into five (5)

shifts of eight (8) hours each or forty (40) hours divided into four (4) shifts of ten (10) hours each worked on any day with nonconsecutive days off.

Workgroups Affected. Employees in the Verizon Repair Resolution Center, Equipment Technicians working with DBA, and Phone Mart employees may work weeks with non-consecutive days off. All other classifications may use a nonconsecutive work schedule whenever mutually agreed between the employee(s) and supervisor(s) or to accommodate employee requests.

23.8 The days and hours at which employees shall begin and end their regularly scheduled shifts shall be established from time to time by the Company, keeping in mind the changing requirements of service to the public.

23.8.1 **Varied Start Time.** While the Company will attempt to schedule the start and end time of shifts consistently within a workweek, the start and end times of scheduled shifts may vary up to two (2) hours when necessary to meet customer demands. Selection of such schedules shall be voluntary or agreed to by seniority. The Company will keep any variation in the start time of 4/10 shifts that exceeds one (1) hour to a minimum. Any variation exceeding two (2) hours will be mutually agreed between the supervisor(s) and employee(s), except for Phone Mart employees, who may have a varied start and end time of up to four (4) hours. However, variations for the Over-Road-Driver job classification will be dictated by customer service requirements.

The Consumer Sales & Solutions Center may vary start and end times of scheduled shifts up to one (1) hour until such time as the Center implements extended coverage, at which time the two (2) hour time frame will apply.

23.8.2 The Company may require Central Office Equipment Installers and Equipment Technicians to work for up to one (1) week each calendar year, a "maintenance window shift" for the purpose of maintaining and/or enhancing maintenance and troubleshooting skills. A schedule for such shifts shall be prepared for the calendar year in such a

manner as to meet the needs of the service, to consider the convenience of the employee, and be made available for selection by seniority among the employees to be scheduled.

23.8.3 The Company may require Phone Mart employees to work two (2) store openings and closings per month. The selection of such shift shall be made available by seniority.

23.9 The Company shall maintain lists showing assignment and change of shift work and shall keep these lists available for inspection for three (3) months. If a regular shift cannot be covered by qualified personnel, then the next senior qualified employee may be assigned.

23.10 Regular and flexible scheduled hours of work shall be posted at regular intervals of no more than three (3) months on the bulletin board.

23.11 **Shift Changes.** When the needs of the service necessitate the changing of the hours, a minimum of forty-eight (48) hours' notice shall be given prior to the beginning of the shift to be changed, except as identified in Section 23.11.1.

23.11.1 When the needs of the service are driven by a competitive bid project or employees are needed to work in a maintenance window, a minimum of twenty-four (24) hours' notice shall be given prior to the beginning of the shift to be changed in order to maintain continuity of a project. This provision would apply to any employee who is working on any service or equipment whose technology is such that the Company or customer requires the work to be performed in a maintenance window.

23.11.2 If an employee is required to change his/her regular scheduled shift or work on a scheduled day off with less than forty-eight (48) hours notice, or twenty-four (24) hours' notice as specified in Section 23.11.1, the employee shall receive overtime for the portion of the shift which is different than the original scheduled shift.

23.11.3 **Structured Cabling.** In order to maintain continuity of a project the Company may assign

shifts to Structured Cabling Technicians to conform to customers' needs.

- 23.12 Employees transferred from night shifts (shifts beginning at or after 9:00 p.m.) to day shifts shall not be scheduled for work on the day following that last night worked prior to such transfer. Employees who finish a scheduled shift ending after 9:30 p.m. shall not be required to work until at least eleven (11) hours have elapsed between the end of the last shift and the start of the next shift, unless assignments are made for the convenience of or at the request of the employee.
- 23.13 Shifts will normally be scheduled to start no later than 12:00 midnight and no earlier than 5:00 a.m.; however, customer demands may require scheduling within these time frames.
- 23.14 The Company shall, when possible, give twenty-four (24) hours' notice for employees to work on their regular day or weekend off unless an emergency arises. If twelve (12) hours' notice is not given, the employee will receive meals in accordance with Section 24.12.3.
- 23.14.1 When communications service to the public or work coverage conditions require, shifts may be scheduled on any seven (7) days of the week.
- 23.15 Regular employees shall not be scheduled for less than two (2) hours on any day.
- 23.16 When service requirements will permit, employees will be assigned their two (2) days off prior to leaving and on the two (2) days following their full week vacation periods.
- 23.17 Employees will be permitted, with the prior knowledge and consent of their supervisor, to exchange shifts from time to time, if they so desire, provided this privilege is not abused or does not interfere with the efficiency or quality of telephone service and provided also that it does not cause any employee to work more than forty (40) hours in any one (1) week as a result of such change.
- 23.18 **Inclement Weather.** Whenever weather conditions are so unfavorable, as determined by the Company's present policy, that work should not be attempted or that work in progress should be stopped, then the employee shall be paid for hours worked.

- 23.18.1 Employees who report for work shall be paid for two (2) hours and may be required to remain on Company premises to perform miscellaneous work or to stand by at a designated point.
- 23.18.2 To the end that lost time from bad weather may be held to a minimum, the Company will assign such inside work as is available or, if practicable, devote the time to safety, first aid or other instruction.
- 23.19 Insofar as practical, the Company will provide clean, sanitary and reasonably comfortable restrooms and wash rooms, together with facilities for storing lunches carried by employees and for safeguarding out-of-doors clothing for employees during the time they are on duty.
- 23.20 A regular shift which begins between 6:00 a.m. and 1:00 p.m. shall have a lunch break of at least thirty (30) minutes. If specified by the Company, a shift beginning outside this time period shall be eight (8) consecutive hours including a lunch break, and employees shall be permitted to eat on Company paid time providing they do not leave their work.
- 23.21 In offices where only one (1) employee is regularly scheduled for all night duty, all night shifts shall be eight (8) hours in length.
- 23.22 Holiday time, worked or not worked, counts toward the regular workweek except as outlined in Section 24.7.1.
- 23.23 All vacation time, except vacation cash out, shall be considered as part of the regular workweek except as outlined in Section 24.7.1.

ARTICLE 24

OVERTIME, CALL OUT, STANDBY, & PREMIUM PAYMENTS

- 24.1 Overtime hours will be computed to the nearest quarter hour and will include:
- 24.1.1 Hours actually worked in excess of eight (8) hours in any one (1) day or in any one (1) shift or ten (10) hours for a four day/ten hour shift.
- 24.1.2 Hours actually worked in excess of the normal forty (40) hour workweek.

- 24.1.3 In applying this Article, the only hours counted shall be hours actually worked except as outlined in Sections 23.22 and 23.23.
- 24.1.4 All overtime shall be paid for and no employees will be required to take time off for overtime worked or to be worked for the purpose of leveling off total earnings.
- 24.1.5 If mutually agreed in advance between the employee and the supervisor, an employee may take time off during the workweek for personal business and may make up such lost time during that workweek. In such cases the overtime clause in Sections 24.1.1 or 24.1.2 of this Agreement shall be considered voluntarily waived by the employee.
- 24.2 **Sunday Time.** Any time worked on Sunday shall be paid for at the rate of one and one-half (1-1/2) times the base rate plus job differentials but excluding shift premiums for each hour worked.
- 24.2.1 All time worked on Sunday shall count toward the regular workweek.
- 24.3 Employees called for duty before their scheduled workday begins shall be paid at the overtime rate for each overtime hour worked.
- 24.4 **Overtime Lists.** Employees shall be expected to work reasonable overtime requests. The Company shall establish volunteer and non-volunteer overtime lists by workgroup in a permanent headquarters. The volunteer and non-volunteer lists shall be created in order of seniority. Each time the list is utilized, the employee(s) accepting or rejecting the overtime will be rotated to the bottom of the list. The Company recognizes that employees obligated or assigned to work overtime may at times be unavailable due to extenuating circumstances, and such circumstances shall be taken into consideration by the Company. Management will endeavor to provide employees advance notice of overtime requests, when possible.
- 24.4.1 When circumstances prevent volunteers from working, or when there is an insufficient number of volunteers, then the non-volunteer list shall be utilized beginning

in inverse seniority order by rotation and such employees are obligated to work.

24.4.2 Employees may add or delete their names at regular posting intervals of no more than three (3) months. Employees who have indicated they will accept overtime are obligated to work all overtime offered. The name of the employee who refuses overtime may be removed from the volunteer list and placed on the non-volunteer list until the next regular posted interval.

24.5 **Extension of Shifts.** When management or their assigned designee determines that overtime is required, employees within the workgroup who are on the voluntary overtime list shall be utilized for extension of shifts, except for those employees authorized to complete their current assignments. Such volunteers understand they are obligated to work when it is their turn.

24.6 **Premium Payments.** Premium payments are payments in excess of the base rate of pay. In all references in this Agreement, it is agreed that no more than one (1) premium payment shall be paid for the same hours except that night shift premium shall apply at the same time as in-charge (this does not include overtime hours).

24.6.1 Regularly scheduled shifts starting before Midnight and continuing past Midnight shall be considered one (1) shift. The rate of pay, including any premium, if appropriate, for such shift, shall be based on the day in which the hours are actually worked, except holidays.

24.7 **Time and one-half** shall be paid for at the rate of one and one-half (1-½) times the base rate, including in-charge differentials (if applicable) for hours worked. For the purpose of paying time and one-half (1-½) and applying this Article, the daily/weekly work period shall include vacation, holidays, and personal holidays in accordance with Sections 23.22 and 23.23. Under no circumstance shall an employee receive time and one-half (1-½) for time not actually worked, including while on vacation, personal holidays, and unworked holidays.

24.7.1 **Double time** shall be paid for at the rate of two (2) times the base rate, including in-charge differential, for each hour worked. For the purpose of paying

double time, only worked hours shall be included, and such time will not include time in accordance with Sections 23.22, 23.23, or other time not actually worked. After an employee has worked sixty (60) hours during a workweek, the hours worked in excess of sixty (60) shall be paid for at the rate of double time. In all references to this Article to time payable at the overtime rate, it is agreed that time worked on a holiday(s) will be paid for at the holiday rate of time and one-half (1-½) in accordance with Section 18.7.

- 24.8 It is expected that employees will request relief from duty under conditions of fatigue which would constitute an accident hazard to themselves or fellow employees.
- 24.8.1 An employee who is fatigued from working overtime which results in not having an eight (8) hour break prior to the start of his/her next regular scheduled shift, upon request, shall have the option to either arrange for a late arrival of his/her regular scheduled shift (which would have fewer hours than a regular shift) or work a portion of his/her shift and receive pay for hours actually worked.
- 24.9 **CSSC Overtime.** All employees within the CSSC shall be scheduled on all obligatory overtime days and are expected to work. The Company recognizes that employees obligated or assigned to work overtime may at times be unavailable due to extenuating circumstances, and such circumstances shall be taken into consideration by the Company. If additional overtime is required throughout the workweeks, management or designee shall ask for volunteers via the reader board from those employees on duty. Such overtime shall be granted to all employees who have volunteered. If limited volunteers are needed, overtime shall be granted in seniority order. This Article shall apply as long as the CSSC maintains the current hours of operation.
- 24.10 **Call Outs and Scheduled Overtime.** Qualified employee(s) in the workgroup who ordinarily perform the work during regular hours shall be contacted for such overtime request first. If there are insufficient volunteers available within the workgroup, then the Company will seek:

- a) volunteers from adjacent workgroups, same classification, then
- b) the Company may utilize qualified volunteers in other classifications, or employee(s) from the non-volunteer list in the workgroup shall be utilized in inverse seniority order by rotation and such employee(s) notified shall be obligated to work.

24.11 **Standby.** If the Company determines that standby duty is necessary, it shall be offered on a voluntary basis to qualified employees within the workgroup (or multiple workgroups as defined in Section 7.7.1) and shall, where more than one (1) employee volunteers, be rotated on a weekly basis. If there is an insufficient number of volunteers, then the Company will seek:

- a) volunteers from adjacent workgroups, same classification, then
- b) the Company may utilize qualified volunteers in other classifications, or employee(s) from the non-volunteer list in the workgroup shall be utilized in inverse seniority order by rotation and such employee(s) notified shall be obligated to work.

24.11.1 **Standby Pay.** Employees on standby shall be available for work during non-duty hours and shall be expected to respond to the duty supervisor within twenty (20) minutes. An employee who fails to respond within twenty (20) minutes and/or is unable to report to work will forfeit his/her standby pay for each day. Employees on standby shall be paid as follows:

Full Week	\$100.00*
(Thursday 5:00 p.m. to Thursday 8:00 a.m., includes weekend)	
*Effective 5/18/03, this amount shall be \$120.00	

Weekend Only	\$35.00
(Friday 5:00 p.m. to Monday 8:00 am)	

Daily	\$10.00
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Standby Call Out Pay. Any work performed outside the regular schedule while on standby duty shall be compensated at the overtime rate. Minimum pay shall be:

- one (1) hour if the work is performed remotely from the employee's home
- two (2) hours if the work must be performed on site between the hours of 6:01 a.m. and 11:59 p.m.
- four (4) hours if the work must be performed on site between the hours of 12:00 a.m. and 6:00 a.m.

24.11.2 When a workgroup(s) has an employee(s) on standby, such employee(s) will normally be called out first for work within the standby person's work jurisdictional area. A standby person may be called to work in another jurisdictional area only after the volunteer and non-volunteer call out for that area has been exhausted. Standby employee(s) shall be called for non-scheduled daily work or for shift coverage only after the volunteer and non-volunteer call out lists have been exhausted.

24.12 **Overtime Meals.** An employee, at his/her option, may be reimbursed for a commercially prepared meal that is customary and reasonable for the period involved, provided, however, that the cost for the meal does not exceed eleven dollars (\$11.00) plus tax, including receipts.

24.12.1 An employee who is not on expenses or per diem shall be entitled to an overtime meal per the following:

- a) **Regular Shifts:** After working three (3) hours of extended daily overtime, an employee shall be entitled to an overtime meal. Any subsequent overtime meal(s) shall be after every five (5) hours of overtime worked.
- b) **Call Outs:** An employee shall be entitled to an overtime meal after working five (5) consecutive hours and every five (5) overtime hours worked after that.

24.12.2 Meals provided for may only be eaten during regular breaks in a shift or immediately following a shift. In a case where a regular shift begins after 6:00 p.m. and is preceded or extended by a three

(3) hour overtime period, the meal must be eaten prior to the end of the day in which the shift ends.

24.12.3 Such meals will not be paid for on a regular day off if twelve (12) hours' notice has been given pursuant to Section 23.14. If twelve (12) hours' notice has not been given, the employee shall be eligible for one (1) meal within the initial eight (8) hours of work. Any additional meals would be available after completion of thirteen (13) hours and every five (5) hours thereafter.

24.13 **Call Outs.** Any employee called to perform work outside of his/her regular schedule shall be compensated at the overtime rate except where such work continues into the employee's next regularly assigned shift. Minimum pay shall be:

- one (1) hour if the work is performed remotely from the employee's home
- two (2) hours if the work must be performed on site between the hours of 6:01 a.m. and 11:59 p.m.
- three (3) hours if the work must be performed on site between the hours of 12:00 a.m. and 6:00 a.m.

24.13.1 When an employee is called out within his/her normal jurisdictional area, travel time to and from work shall be considered as paid time, except those employees who live sixty (60) miles or more from their permanent location will only be paid for the normal time it takes to commute sixty (60) miles. When such employee does not return home prior to commencement of his/her regular shift, only travel time to work will be paid.

ARTICLE 25 HOME DISPATCH

25.1 **Home Dispatch.** Home Dispatch employees will be dispatched from the employee's home to a remote work location, unless otherwise directed by management. Employees designated to work on the basis of home dispatch will be reimbursed as follows:

25.1.1 Home Dispatch employees shall report to the first designated work site at the scheduled start time and leave the last work site at the scheduled ending time, unless otherwise directed by management.

Employees shall be paid at the base rate for each hour worked from the time work is commenced at the first work site. Travel time to and from the employee's residence shall be on the employee's own time and not paid.

- 25.1.2 Home Dispatch participants shall conduct vehicle safety checks and ensure the assigned vehicle is in proper running condition, i.e., check water, oil, tire pressure, while fueling the vehicle at the Company's expense. For the convenience of the employee, the vehicle shall be fueled at the closest authorized fueling site in route, generally during non-scheduled hours. Preventative maintenance scheduled in accordance with the Company procedures shall be arranged during working hours. Employees shall be expected to exercise good judgment in the use, storage, and care of the Company vehicle. Other than driving to and from work, the Company vehicle, shall be used only for business purposes authorized by the Company.
- 25.2 The Company shall have the sole right to implement, continue, or discontinue home dispatch on an individual or group basis. When home dispatch is to be implemented, eligible individuals shall have the opportunity to participate on a voluntary basis. Each volunteer shall remain as a home dispatch participant unless thirty (30) days' notice is provided in writing to the supervisor. Should the Company opt to discontinue the home dispatch option, affected volunteers shall receive thirty (30) days' notice in writing.
- 25.3 A Home Dispatch Zone is a geographic area determined by management, which is no larger than twenty (20) miles across.
 - 25.3.1 The Company will develop and chart the home dispatch zones for all areas where home dispatch is in place. The Union will be provided with a complete set of these charts along with any and all revisions, including new zones, as they are developed.
 - 25.3.2 An employee's home dispatch zone should be made known to the employee upon the offer of the home dispatch option. If an employee is assigned to a different zone, thirty (30) days' written notice prior to

the change shall be provided, unless mutually agreed between the employee(s) and supervisor.

- 25.4 On home dispatch assignments when the **first/last work location is under sixty (60)miles one way outside the edge of the home dispatch zone**, the Company will pay either:
- a) Transportation on Company time for the distance beyond the edge of the zone from the employee's home
or
 - b) Per diem, in accordance with Section 25.6.
- 25.5 On home dispatch assignments when the **first/last work location is over sixty (60) miles one way outside the edge of the home dispatch zone** and the employee is not returned daily to his/her home dispatch zone, the employee is entitled to the same options indicated in Section 22.5 through Subsection 22.6.2. For per diem calculations, Section 25.6 will apply. if the difference is over sixty (60) miles one way, then per diem shall be paid in accordance with Section 22.2.7.
- 25.6 For per diem to be paid, determine the home dispatch employee's normal commute from the employee's home to the farthest away point of the home dispatch zone. Then determine the distance from the employee's home to the first/last work location outside the home dispatch zone in calculating the difference.

ARTICLE 26 CONTRACTING OF WORK

- 26.1 All maintenance, plant additions, alterations and changes of physical properties and clerical work of this Company shall normally be done by employees covered by this Agreement. The Company agrees it will not replace its regular work force with contractors. The Company further agrees it will not utilize contractors to perform routine work of a continuing nature for which regular employees would ordinarily be hired or recalled.
- 26.1.1 The Company may contract up to 11% of the total existing number of employees within the bargaining unit at any time of the year and up to 13% from May 1 through October 1. The base number of existing employees to be used in this calculation shall be

identified by Labor Relations in April and September of each year.

- 26.1.2 The Company may contract where the established practice is to do so and/or the Company no longer has the equipment to perform the work. On a going-forward basis, the Company agrees to have dialogue with the Union regarding the sale of equipment which may cause the Company to exit a portion of the business.
- 26.1.3 If funding for budget overlays becomes available during fourth quarter, the Union will be informed of the increased funding and the Company may contract to meet such budgetary targets until December 30.
- 26.2 Any contracting of work will be accomplished so as not to cause layoffs or part-timing of current regular employees who normally perform the same work as contracted. In no case shall work be contracted at less than the start rate for the appropriate classification.
 - 26.2.1 In addition, the Company may continue to contract work in support of regular employees who are on leaves of absence (including military), vacation, FMLA, STD, training (including cross training), loss of productivity due to new employees, workers compensation, or emergencies. This would also apply during severe weather conditions.
- 26.3 The provisions of this Article will not apply to any contractual arrangements containing non-bargaining unit work or work performed by other companies during their normal course of business.
- 26.4 The Company will notify the Union on a monthly basis the number of reportable contractors by department, classification, and location within Local 89 IBEW jurisdictional boundaries. For the purpose of reporting equivalent contracted labor, the Company agrees that such report will be produced monthly and consist of the total contracted monthly hours divided by the total number of regular eight (8) hour workdays available in that month.
 - 26.4.1 Such reports shall exclude any contractual arrangements containing non-bargaining unit work, work contracted by established practice, and work

performed by other companies such as public utilities, cable companies, and connecting companies during their normal course of business.

- 26.5 Nothing in this Agreement, except as provided in this Article shall be construed to limit the Company in contracting out such work.
- 26.6 In locations where work is contracted by established practice, the Company may, when competitively practical, decide to use bargaining unit employees to perform work on occasions when the necessary equipment is available.
- 26.7 When specific job duties normally performed by regular employees are identified and mutually agreed between the parties as having become sporadic in nature, and exclusive retention of such job duties by the bargaining unit would result in the Company exiting that portion of the business, the Company may contract out such job duties to remain competitive in that business segment, without bargaining unit participation. However, in the event of an impending layoff of employees who would normally perform such sporadic job duties, the work will revert exclusively to the regular employees in the particular business segment.

ARTICLE 27 COMPENSATION

- 27.1 Employees shall be paid wage rates in accordance with the provisions of Addendum I of this Agreement. Accredited service for full-time employees does not accrue for wage progression purposes while on a leave of absence, except military leaves. Part-time employees receive wage progression based on straight time hours paid.
- 27.2 Job descriptions for all classifications have been established, but said job descriptions describe only general areas of responsibilities and do not delineate every function performed. Said descriptions are only intended to give an outline of the content of each classification. Job descriptions and the duties of any job classification may be revised or new job classifications established by the Company, provided, however, that the position of each new or substantially revised job classification in the wage schedule shall be mutually agreed to by the Company and the Union, and in the event of their failure to agree, the position of the job classification in the wage schedule shall at either party's

request be subject to the arbitration procedures of Article 10 of this Agreement.

- 27.2.1 If an employee has been reclassified as a result of evaluation of job duties to a lower wage group which more accurately reflects the actual job performed, the employee's job title will be changed and the employee's wage rate will be frozen until the wage rate of the correct wage group matches or exceeds the frozen rate or the employee makes a job change. If an employee is reclassified to a higher wage group, the wage rate will be adjusted upward to the nearest rate on the new schedule. Such rate change shall commence on the effective date of the classification change. Step increases shall date six (6) months from the effective date of the classification change. For lateral changes, the next scheduled increase shall date six (6) months from the date of the employee's last scheduled increase on their former classification.
- 27.3 The position of new or substantially revised job classifications in the wage schedule shall be determined by considering the relative skill, effort, responsibility and working conditions of such classifications as compared with other classifications in said wage schedules.
- 27.4 **Night Shift.** A one dollar (\$1.00) per hour premium will be paid for each regularly scheduled hour worked between the hours of 9:00 p.m. and 6:00 a.m. Such payments shall not be provided to employees who have been granted a shift change at their request.
- 27.4.1 **Split Shifts.** A split shift premium of five dollars (\$5.00) will be paid to employees who work a scheduled shift with a break greater than one (1) hour, provided the employee works at least part of both sessions.
- 27.5 **In-Charge Differentials.** The Company may specifically appoint an employee in-charge. An employee so appointed may accept or reject such appointment, and if accepted, he or she thereby accepts the additional responsibility of assigning and directing the work of the employees for whom he/she is responsible. However, in no case shall an in-charge employee be involved in the hiring, termination, or discipline of other bargaining unit employees. In-charge differential ends when an employee is no longer assigning

and directing other employees or when his/her regular scheduled shift ends. An employee not appointed in-charge does not have the additional responsibility of assigning and directing the work of other employees, except as provided in the employee's job description.

- In-charge of one or more employees 75¢ per hour
- Replacing a salaried employee
for one hour or more \$1.00 per hour

27.6 **Part-time Equivalent Workweek** is calculated as follows:

1. Determine the employee's actual average number of straight time hours worked per month during the preceding three (3) month period (or for new hires, the estimated scheduled hours per month for the initial three [3] months of employment); and divide by 3 to get the average for three (3) months.
2. Divide by 4.33 (average weeks in a month), and round the result to the next higher whole number; then
3. Divide by five (the number of days in a week); the result
4. Equals the hours a part-time employee is to be paid per day for each holiday, vacation, or sick day for a three-month period.

Example: Average of 68 hours per month divided by 4.33 equals 15.7; rounded to a "part-time equivalent workweek" prorate of 16 hours divided by 5 days equals 3.2 hours. This employee would be paid 3.2 hours per holiday, vacation, or sick day.

27.7 **Part-time Prorate** for use in layoff allowance is calculated as follows:

1. Total straight time hours paid in last twenty-six (26) pay periods; then
2. Multiply by .003846; totals

The number of hours to be paid for each day of benefit.

- 27.8 All employees working on plant structures of seventy-five (75) feet or more above the surface of the ground or water shall be paid at double time rate. This rule shall not apply when employees are working on the roofs of buildings.
- 27.9 Employees required to work between the hours of 6:00 p.m. to midnight on New Year's Eve will be paid at the rate of one and one-half (1-½) times the base rate plus in-charge differential (if applicable) for each hour worked after 6:00 p.m. on New Year's Eve.
- 27.10 Employees required to perform work in a higher classification for one (1) hour or more shall be paid at the rate of the higher classification for each quarter hour worked in such classification. The rate will be determined in accordance with Section 27.11, except that when such rate is less than fifty cents (50¢) per hour, the employee will receive a differential of fifty cents (50¢) per hour.
- 27.10.1 Employees who are cross training in a higher classification shall receive the pay differential when actually performing the work of the higher classification without assistance.
- 27.11 An employee whose classification has changed will receive an adjustment upward (downward if the new classification is in a lower wage group) to the nearest rate on the new schedule.
- The effective date of said adjustment shall commence on the next pay period when the job offer is made during the first week of the current pay period. If the job offer takes place during the second week of the current pay period, the adjustment will be made on the following pay period.
 - An employee whose job change is within the same wage schedule shall have his/her next scheduled increase based on his/her current wage schedule progression.
 - An employee who successfully bids to a higher wage schedule shall have his/her increase commence six (6) months from the effective date of the change in classification.
 - The employee's permanent headquarters will not change until such time as the employee actually relocates.
- 27.11.1 Employees who are awarded regular placements (or temporary placements as outlined in Section

11.9.2) into lower wage groups as a direct result of a reduction in force or due to a disability will be compensated in accordance with the following:

1. An employee who moves to a lower wage schedule will be assigned to the same step in the lower wage schedule s/he held in the higher wage schedule prior to the move. Such adjustment shall not exceed the amount of \$1.00 per hour at the time of such change or at any six (6) month interval thereafter.
2. An employee who moves to a lower wage schedule and within three (3) years is subsequently promoted to the same or a higher classification than that held at the time of the reduction in force or reduction due to a disability will have his/her wage rate adjusted in accordance with a) or b) below, whichever produces the higher wage rate:
 - a) Upward to the nearest rate in the higher wage schedule as specified in Section 27.11

-or-

 - b) Upward to the same step in the higher wage schedule held prior to the adjustment to the lower classification.
3. An employee who moves to a lower wage scale and within three (3) years is assigned to perform work temporarily in the same or a higher classification than that held at the time of the reduction in force or reduction due to a disability will have his/her wage restored to the same step in the higher wage schedule for the duration of such temporary assignment. The duration of such temporary assignment must be an increment of one (1) hour or more.

27.12 Laid off individuals will be paid for eligible vacation benefits in accordance with Section 19.16.

27.13 Individuals recalled shall be placed in the wage step justified by their former experience and service with the Company in

the classification and wage group for which they are being recalled.

- 27.14 Paydays will be biweekly, on Friday, for the two (2) weeks ending five (5) days prior to the payday. Wages due upon termination of employment shall also be provided on the normal payday following termination.
- 27.15 When practicable, paychecks shall be distributed in sufficient time to permit employees to bank them on the established payday, but not on Company time.
- 27.16 Credit for previous experience in the class of work for which they are employed may be given to all employees. Such credit shall only be given in accordance with policies and procedures adopted and uniformly applied by the Company. This credit may be given at the time of hire/rehire or at the completion of the probationary period. Rehired employees will have their wage step determined by wage credit guidelines based on directly related work experience.

IN WITNESS WHEREOF, the parties have executed this Agreement this 5th day of April, 2002.

LOCAL UNION NO. 89, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

Matt Carroll
Fred M. Denham
Ray Egelhoff
John Elliott
Richard Murray
Steve Normand
Stacey Rivers-Worthy

**VERIZON NORTHWEST INC. and
VERIZON WEST COAST INC.**

Fonda Downs
Carla Hallett
Dave Hawkins
Charlene McKenzie
Jeff Shipley

THIS AGREEMENT is subject to the approval of the International President of the **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO**.

ADDENDUM I - COMPENSATION

The following are the job classifications and wage groups for all employees covered by this Agreement:

WAGE GROUPS

Group 1

[No Existing Titles]

Group 2

Office Clerk

Reports & Records Representative

Group 2C

Retail Sales Consultant (commission)

Group 3

Administrative Assistant

Equipment Installer/Helper

Mail Specialist

Premises Wiring Technician

Shop Technician

Support Assistant

Group 4

Administration Specialist

Analytical Assistant

Dispatcher

Equipment Assistant

Facility Provisioning Specialist

Pay Station Collector

Repair Technician – Metrology

Service Order Associate

Service Order Verifier

Staff Assistant

Group 5

Business Control Representative
Coin Telephone Collector/Maintainer
Inventory Assistant
Line Assigner-Complex
Public Access Sales Technician (commission)
Service Coordinator

Group 5A

Customer Contact Associate

Group 5C

Customer Contact Sales Associate (commission)

Group 6

Business Response Generalist
Business Sales Support Representative
Business Service Representative
Customer Care Technician
Customer Inquiry Advocate
Customer Relations Specialist
*Supply Specialist
Support Technician II
Switch Provisioning Specialist
*Switching Services Support Representative
Vivid Advocate

Group 6C

Business Sales Representative (commission)

Group 7

Business Sales Support Specialist
Cable Technician
I & R Technician
IGS Operator – OSP
Over-Road-Driver
Structured Cabling Technician
Support Technician I

Group 8

Cable Splicer
Customer Zone Technician II
Facilities Technician
Fleet Mechanic

Group 9

Building Services Specialist
Building Services Technician
Business Response Specialist
Business Zone Technician
COE Installer
Customer Zone Technician I
Engineering Technician
Equipment Technician
Fleet Technician
Metrology Technician
Span Technician
Special Services Technician
Systems Technician
T & P Technician

Group 10

Customer Engineer – Data Applications

*Switching Services Support Representatives (formerly Test Technicians) in the job classification prior to 6/3/90 and Supply Specialist I's reclassified to Supply Specialists as of 9/23/96 shall continue to be compensated at the higher wage group level for as long as they continuously hold the classifications.

**VERIZON NORTHWEST INC.
WAGE SCHEDULES – IBEW**

GROUP 1

	<u>5/19/02</u>	<u>5/18/03</u>	<u>11/16/03</u>	<u>5/16/04</u>	<u>11/14/04</u>
START	\$ 7.04	\$ 7.18	\$ 7.33	\$ 7.47	\$ 7.62
6 MO	\$ 8.34	\$ 8.51	\$ 8.68	\$ 8.85	\$ 9.03
12 MO	\$ 9.02	\$ 9.20	\$ 9.38	\$ 9.57	\$ 9.76
18 MO	\$ 9.73	\$ 9.93	\$10.13	\$10.33	\$10.54
24 MO	\$10.54	\$10.75	\$10.96	\$11.18	\$11.40
30 MO	\$11.41	\$11.64	\$11.87	\$12.11	\$12.35
36 MO	\$12.32	\$12.57	\$12.82	\$13.08	\$13.34
42 MO	\$13.33	\$13.60	\$13.87	\$14.15	\$14.43
48 MO	\$14.44	\$14.72	\$15.02	\$15.32	\$15.63

[No Existing Titles]

GROUP 2

	<u>5/19/02</u>	<u>5/18/03</u>	<u>11/16/03</u>	<u>5/16/04</u>	<u>11/14/04</u>
START	\$ 7.56	\$ 7.71	\$ 7.87	\$ 8.02	\$ 8.18
6 MO	\$ 8.98	\$ 9.15	\$ 9.34	\$ 9.52	\$ 9.72
12 MO	\$ 9.71	\$ 9.91	\$10.11	\$10.31	\$10.51
18 MO	\$10.51	\$10.72	\$10.94	\$11.16	\$11.38
24 MO	\$11.39	\$11.62	\$11.85	\$12.09	\$12.33
30 MO	\$12.33	\$12.58	\$12.83	\$13.09	\$13.35
36 MO	\$13.36	\$13.63	\$13.90	\$14.18	\$14.47
42 MO	\$14.48	\$14.77	\$15.06	\$15.36	\$15.67
48 MO	\$15.71	\$16.03	\$16.35	\$16.68	\$17.01

Office Clerk

Reports & Records Representative

GROUP 2C

	<u>5/19/02</u>	<u>5/18/03</u>	<u>11/16/03</u>	<u>5/16/04</u>	<u>11/14/04</u>
START	\$ 6.99	\$ 7.13	\$ 7.27	\$ 7.42	\$ 7.56
6 MO	\$ 8.30	\$ 8.47	\$ 8.63	\$ 8.81	\$ 8.98
12 MO	\$ 8.95	\$ 9.13	\$ 9.32	\$ 9.50	\$ 9.69
18 MO	\$ 9.70	\$ 9.90	\$10.10	\$10.30	\$10.50
24 MO	\$10.51	\$10.72	\$10.94	\$11.16	\$11.38
30 MO	\$11.39	\$11.62	\$11.85	\$12.09	\$12.33
36 MO	\$12.33	\$12.58	\$12.83	\$13.09	\$13.35
42 MO	\$13.36	\$13.63	\$13.90	\$14.18	\$14.47
48 MO	\$14.48	\$14.77	\$15.06	\$15.36	\$15.67

Retail Sales Consultant (commission)

GROUP 3

	<u>5/19/02</u>	<u>5/18/03</u>	<u>11/16/03</u>	<u>5/16/04</u>	<u>11/1</u>
START	\$ 7.98	\$ 8.14	\$ 8.30	\$ 8.47	\$ 8
6 MO	\$ 9.46	\$ 9.65	\$ 9.85	\$10.04	\$10
12 MO	\$10.32	\$10.52	\$10.73	\$10.95	\$11
18 MO	\$11.21	\$11.44	\$11.66	\$11.90	\$12
24 MO	\$12.18	\$12.42	\$12.67	\$12.92	\$13
30 MO	\$13.23	\$13.49	\$13.76	\$14.04	\$14
36 MO	\$14.36	\$14.65	\$14.94	\$15.24	\$15
42 MO	\$15.64	\$15.95	\$16.27	\$16.60	\$16
48 MO	\$17.00	\$17.34	\$17.69	\$18.04	\$18
Administrative Assistant			Premises Wiring Technician		
Equipment Installer/Helper			Shop Technician		
Mail Specialist			Support Assistant		

GROUP 4

	<u>5/19/02</u>	<u>5/18/03</u>	<u>11/16/03</u>	<u>5/16/04</u>	<u>11/1</u>
START	\$ 8.38	\$ 8.55	\$ 8.72	\$ 8.90	\$ 9
6 MO	\$ 9.95	\$10.15	\$10.35	\$10.56	\$10
12 MO	\$10.87	\$11.09	\$11.31	\$11.53	\$11
18 MO	\$11.87	\$12.10	\$12.35	\$12.59	\$12
24 MO	\$12.94	\$13.20	\$13.46	\$13.73	\$14
30 MO	\$14.07	\$14.35	\$14.64	\$14.93	\$15
36 MO	\$15.36	\$15.67	\$15.98	\$16.30	\$16
42 MO	\$16.74	\$17.08	\$17.42	\$17.77	\$18
48 MO	\$18.26	\$18.63	\$19.00	\$19.38	\$19
Administration Specialist			Pay Station Collector		
Analytical Assistant			Repair Technician – Metrology		
Dispatcher			Service Order Associate		
Equipment Assistant			Service Order Verifier		
Facility Provisioning Specialist			Staff Assistant		

GROUP 5

	<u>5/19/02</u>	<u>5/18/03</u>	<u>11/16/03</u>	<u>5/16/04</u>	<u>11/1</u>
START	\$ 8.79	\$ 8.96	\$ 9.14	\$ 9.33	\$ 9
6 MO	\$10.48	\$10.69	\$10.91	\$11.12	\$11
12 MO	\$11.48	\$11.71	\$11.95	\$12.18	\$12
18 MO	\$12.53	\$12.78	\$13.04	\$13.30	\$13
24 MO	\$13.69	\$13.96	\$14.24	\$14.52	\$14
30 MO	\$14.94	\$15.24	\$15.55	\$15.86	\$16
36 MO	\$16.37	\$16.70	\$17.03	\$17.37	\$17
42 MO	\$17.89	\$18.25	\$18.61	\$18.98	\$19
48 MO	\$19.54	\$19.93	\$20.33	\$20.74	\$21
Business Control Representative			Line Assigner-Complex		
Coin Telephone Collector/Maintainer			Public Access Sales Tech (comm)		
Inventory Assistant			Service Coordinator		

GROUP 5A

	<u>5/19/02</u>	<u>5/18/03</u>	<u>11/16/03</u>	<u>5/16/04</u>	<u>11/14/04</u>
START	\$ 8.79	\$ 9.14	\$ 9.51	\$ 9.70	\$ 9.89
6 MO	\$10.48	\$10.90	\$11.34	\$11.57	\$11.80
12 MO	\$11.48	\$11.94	\$12.42	\$12.67	\$12.92
18 MO	\$12.53	\$13.03	\$13.55	\$13.83	\$14.10
24 MO	\$13.69	\$14.23	\$14.80	\$15.10	\$15.40
30 MO	\$14.94	\$15.54	\$16.16	\$16.49	\$16.82
36 MO	\$16.37	\$17.02	\$17.71	\$18.06	\$18.42
42 MO	\$17.89	\$18.60	\$19.35	\$19.73	\$20.13
48 MO	\$19.54	\$20.32	\$21.14	\$21.56	\$21.99

Customer Contact Associate

GROUP 5C

	<u>5/19/02</u>	<u>5/18/03</u>	<u>11/16/03</u>	<u>5/16/04</u>	<u>11/14/04</u>
START	\$ 8.03	\$ 8.19	\$ 8.35	\$ 8.52	\$ 8.69
6 MO	\$ 9.59	\$ 9.78	\$ 9.98	\$10.18	\$10.38
12 MO	\$10.49	\$10.70	\$10.92	\$11.14	\$11.36
18 MO	\$11.47	\$11.70	\$11.93	\$12.17	\$12.42
24 MO	\$12.52	\$12.77	\$13.03	\$13.29	\$13.55
30 MO	\$13.69	\$13.96	\$14.24	\$14.52	\$14.81
36 MO	\$14.97	\$15.26	\$15.57	\$15.88	\$16.20
42 MO	\$16.37	\$16.70	\$17.03	\$17.37	\$17.72
48 MO	\$17.87	\$18.22	\$18.59	\$18.96	\$19.34

Customer Contact Sales Associate (commission)

GROUP 6

	<u>5/19/02</u>	<u>5/18/03</u>	<u>11/16/03</u>	<u>5/16/04</u>	<u>11/14/04</u>
START	\$ 9.19	\$ 9.38	\$ 9.57	\$ 9.76	\$ 9.95
6 MO	\$10.97	\$11.19	\$11.42	\$11.64	\$11.88
12 MO	\$12.07	\$12.32	\$12.56	\$12.81	\$13.07
18 MO	\$13.21	\$13.47	\$13.74	\$14.02	\$14.30
24 MO	\$14.44	\$14.72	\$15.02	\$15.32	\$15.63
30 MO	\$15.85	\$16.17	\$16.49	\$16.82	\$17.16
36 MO	\$17.33	\$17.67	\$18.03	\$18.39	\$18.75
42 MO	\$18.98	\$19.36	\$19.75	\$20.14	\$20.54
48 MO	\$20.82	\$21.24	\$21.66	\$22.10	\$22.54

Business Response Generalist

Business Sales Support Representative

Business Service Representative

Customer Care Technician

Customer Inquiry Advocate

Customer Relations Specialist

Supply Specialist

Support Technician II

Switch Provisioning Specialist

Switching Services Support Rep.

Vivid Advocate

GROUP 6C

	<u>5/19/02</u>	<u>5/18/03</u>	<u>11/16/03</u>	<u>5/16/04</u>	<u>11/14/04</u>
START	\$ 8.40	\$ 8.74	\$ 9.09	\$ 9.27	\$ 9.46
6 MO	\$10.05	\$10.45	\$10.87	\$11.08	\$11.31
12 MO	\$11.04	\$11.49	\$11.95	\$12.18	\$12.43
18 MO	\$12.08	\$12.57	\$13.07	\$13.33	\$13.60
24 MO	\$13.21	\$13.74	\$14.29	\$14.57	\$14.86
30 MO	\$14.48	\$15.06	\$15.66	\$15.97	\$16.29
36 MO	\$15.86	\$16.49	\$17.15	\$17.50	\$17.85
42 MO	\$17.36	\$18.05	\$18.77	\$19.15	\$19.53
48 MO	\$19.05	\$19.81	\$20.61	\$21.02	\$21.44

Business Sales Representative (commission)

GROUP 7

	<u>5/19/02</u>	<u>5/18/03</u>	<u>11/16/03</u>	<u>5/16/04</u>	<u>11/14/04</u>
START	\$ 9.61	\$ 9.80	\$10.00	\$10.20	\$10.40
6 MO	\$11.54	\$11.77	\$12.01	\$12.25	\$12.50
12 MO	\$12.65	\$12.90	\$13.16	\$13.42	\$13.69
18 MO	\$13.87	\$14.15	\$14.43	\$14.72	\$15.02
24 MO	\$15.25	\$15.55	\$15.86	\$16.18	\$16.50
30 MO	\$16.70	\$17.04	\$17.38	\$17.72	\$18.08
36 MO	\$18.34	\$18.70	\$19.08	\$19.46	\$19.85
42 MO	\$20.12	\$20.53	\$20.94	\$21.36	\$21.78
48 MO	\$22.06	\$22.50	\$22.95	\$23.41	\$23.88

Business Sales Support Specialist
Cable Technician
I&R Technician
IGS Operator-OSP

Over-Road-Driver
Structured Cabling Technician
Support Technician I

GROUP 8

	<u>5/19/02</u>	<u>5/18/03</u>	<u>11/16/03</u>	<u>5/16/04</u>	<u>11/14/04</u>
START	\$10.00	\$10.20	\$10.41	\$10.62	\$10.83
6 MO	\$12.03	\$12.27	\$12.52	\$12.77	\$13.02
12 MO	\$13.22	\$13.48	\$13.75	\$14.03	\$14.31
18 MO	\$14.52	\$14.81	\$15.10	\$15.41	\$15.72
24 MO	\$15.98	\$16.30	\$16.63	\$16.96	\$17.30
30 MO	\$17.60	\$17.95	\$18.31	\$18.67	\$19.05
36 MO	\$19.29	\$19.68	\$20.07	\$20.47	\$20.88
42 MO	\$21.24	\$21.66	\$22.09	\$22.54	\$22.99
48 MO	\$23.34	\$23.80	\$24.28	\$24.77	\$25.26

Cable Splicer
Customer Zone Technician II

Facilities Technician
Fleet Mechanic

GROUP 9

	<u>5/19/02</u>	<u>5/18/03</u>	<u>11/16/03</u>	<u>5/16/04</u>	<u>11/14/04</u>
START	\$10.44	\$10.65	\$10.86	\$11.08	\$11.30
6 MO	\$12.54	\$12.79	\$13.05	\$13.31	\$13.58
12 MO	\$13.82	\$14.10	\$14.38	\$14.67	\$14.96
18 MO	\$15.24	\$15.54	\$15.85	\$16.17	\$16.49
24 MO	\$16.73	\$17.07	\$17.41	\$17.76	\$18.11
30 MO	\$18.44	\$18.81	\$19.18	\$19.57	\$19.96
36 MO	\$20.28	\$20.69	\$21.10	\$21.52	\$21.95
42 MO	\$22.34	\$22.79	\$23.24	\$23.71	\$24.18
48 MO	\$24.62	\$25.11	\$25.61	\$26.12	\$26.65

Building Services Specialist	Equipment Technician
Building Services Technician	Fleet Technician
Business Response Specialist	Metrology Technician
Business Zone Technician	Span Technician
COE Installer	Special Services Technician
Customer Zone Technician I	Systems Technician
Engineering Technician	T & P Technician

GROUP 10

	<u>5/19/02</u>	<u>5/18/03</u>	<u>11/16/03</u>	<u>5/16/04</u>	<u>11/14/04</u>
START	\$13.45	\$13.72	\$13.99	\$14.27	\$14.56
6 MO	\$14.74	\$15.03	\$15.33	\$15.64	\$15.95
12 MO	\$16.17	\$16.50	\$16.83	\$17.16	\$17.51
18 MO	\$17.82	\$18.17	\$18.53	\$18.91	\$19.28
24 MO	\$19.60	\$20.00	\$20.40	\$20.80	\$21.22
30 MO	\$21.60	\$22.03	\$22.47	\$22.92	\$23.38
36 MO	\$23.86	\$24.33	\$24.82	\$25.32	\$25.82
42 MO	\$26.37	\$26.90	\$27.44	\$27.99	\$28.55
48 MO	\$29.19	\$29.78	\$30.37	\$30.98	\$31.60

Customer Engineer - Data Applications

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MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

ADOPTION ASSISTANCE

1. Effective January 1, 2003, Verizon agrees to make available the opportunity for regular full or part time employees of the company who are covered by the collective bargaining agreement to participate in the Adoption Assistance Plan which allows employees to claim reimbursement of expenses up to \$10,000 per adopted child in accordance with existing Plan provisions.

2. The selection of the administrator, the administration of the Plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company. No matter concerning the Adoption Assistance Plan or any difference thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.

3. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of agreement shall also terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

ADOPTION ASSISTANCE PLAN

- Regular active status full and part-time employees are eligible for this benefit
- Available from the first day of active employment
- Adopted child must be:
 - Under 18 years of age
 - Over 18 years of age and physically or mentally incapable of caring for him/herself
- Includes adoption of a step child
- Reimbursement must be submitted within 90 days of adoption finalization
- Only expenses incurred during active service are eligible for reimbursement
- Covered expenses:
 - Legal fees and court costs
 - Temporary childcare expenses prior to placement
 - Necessary medical expenses for child being adopted
 - Private or public adoption agency fees
 - Medical expenses for biological mother
 - Adoption-related transportation/travel expenses
- Expenses not covered:
 - Expenses for the biological parents other than medical expenses related to the birth of child
 - Voluntary donations/contributions to the agency
 - Guardianship or custody expenses unrelated to adoption
- Maximum Expenses
 - \$10,000 for each eligible employee (no duplicate of expenses for employees who are both employed by Verizon)

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

**ADVANCE JOB POSTINGS WITH DELAYED REPORTING
DATES**

1. Article 11 shall apply during normal staffing situations; however, the Company and the Union agree to modify the agreement so the Company may, when time allows and/or it deems appropriate, post vacancies early and delay the actual reporting dates of selected employees to facilitate advance preparation of employees for (1) consolidations, (2) staffing newly created positions when incumbents do not exist, and/or (3) for other appropriate reasons that would mutually benefit affected employees and the Company.

2. The Company and Union agree to amend the agreement as follows for the use of this MOA:
 - 11.3.2 The Company will re-post a notice which is not cancelled and for which there are no qualified and eligible bidders if no person is selected to fill the vacancy within sixty (60) days or the person selected does not report to the job within twelve (12) months from the date of posting. Advance job postings with delayed reporting dates in excess of twelve (12) months shall require mutual agreement between the Company and the Union.

 - 11.4 These limitations may be waived when there are no bidders who are qualified and eligible and when service standards can be maintained by qualified replacements for the employee for whom the limitation is waived. In the absence of qualified and eligible bidders, management may also elect to fill such posted vacancy from any source. The effective date of the job change shall commence at the beginning of the pay period in which the employee reports to the awarded job. Movements due to reductions in force and employees identified in Section 11.5 as priority groups one (1) through nine (9) shall not be subject to the minimum time limits specified above when moving to a lower wage group.

When an employee moves upwardly or laterally and his/her classification changes through the use of his/her priority status, such employee may be held to the above time-in-grade timeframes.

3. When the employee accepts the offer and is awarded the position in accordance with this Memorandum of Agreement, the decision shall be binding.
4. Time-in-grade shall count from the effective date, which occurs at the beginning of the pay period in which the employee reports to the awarded job as referenced in #2 above.
5. Such offers made by the Company shall be binding unless it becomes necessary for the Company to revoke the offer(s) for such reasons as reduction in forces and/or terminations. Such revocation(s) shall be without penalty to the Company.
6. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement shall terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

**BUSINESS SALES CENTER
INCENTIVE COMPENSATION PLAN**

1. Verizon Northwest Inc. and Local 89 I.B.E.W. agree to continue the Business Sales Center Incentive Compensation Plan set forth in this Memorandum of Agreement.
2. For a summary of details, refer to the Business Sales Center Incentive Compensation Plan.
3. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

COMPREHENSIVE MEDICAL PLAN

1. Verizon Northwest Inc. and Local 89 I.B.E.W. agree to continue the provisions of the Comprehensive Medical Plan set forth in this Memorandum of Agreement.
2. For a summary of details refer to the attachment entitled Comprehensive Medical Plan Highlights.
3. Some of the major provisions include:
 - A. Company premium contribution effective after ninety (90) days from date of hire or the date which the employee enrolls, whichever is later.
 - B. Maintenance of Benefits permitted to the level of benefits provided in the Medical Plan.
 - C. Lifetime benefit limits of \$1,000,000. Effective January 1, 2003, lifetime benefit limits will increase to \$2,000,000.
 - D. Effective January 1, 2003, employees who elect not to enroll themselves or their eligible dependents in a company-sponsored medical plan or HMO will be eligible for an annual "opt out" credit of five hundred dollars (\$500). This credit will be given to the employee over twelve (12) months on his/her bi-weekly paycheck. In order to be eligible for this credit, the employee may be required to provide satisfactory evidence of medical coverage upon request.
 - E. Effective January 1, 2003, a hearing aid benefit will be added to the Comprehensive Medical Plan. This benefit will provide coverage for expenses for a hearing examination by a licensed audiologist or physician, the hearing aid device, molds, repairs, hearing aid check and batteries. The maximum reimbursement under this benefit is \$1,000 per covered individual every twenty-four (24) months.

The benefit is not subject to deductible, co-pays or R&C and there are no separate maximums for any in or out of network expenses. Hearing aids are covered for all hearing impairments that are a result of birth defect, illness, accident and/or injury and progressive loss of hearing. Replacement and repair of hearing aids are covered unless due to misuse or loss.

4. The Comprehensive Medical Plan will be administered solely in accordance with its provisions, and no matter concerning the Comprehensive Medical Plan or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.
5. The selection of the Health Care Plan Administrator, the administration of the Comprehensive Medical Plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company.
6. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Comprehensive Medical Plan, shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS
In Area and Out of Area Plans

<u>BENEFITS</u>	<u>PPO Available & Used or PPO Not Available</u>	<u>PPO Available and Not Used</u>
<u>General</u>		
Lifetime Maximum (No automatic restoration)	\$1,000,000 (Effective January 1, 2003, maximum increases to \$2,000,000)	\$1,000,000 (Effective January 1, 2003, maximum increases to \$2,000,000)
Calendar Year Deductible (No carry over)	Employee Only \$150 Employee + 1 \$300 Employee + 2 or more \$450	Employee Only \$150 Employee + 1 \$300 Employee + 2 or more \$450
Out-of-Pocket Maximums	Employee Only \$1,500 Employee + 1 \$3,000 Employee + 2 or more \$4,500	Employee Only \$1,500 Employee + 1 \$3,000 Employee + 2 or more \$4,500
<u>Hospital Services</u>		
Room and Board (Subject to Care Coordination)	80% of negotiated rate after deductible satisfied. * Semi-private Room Intensive & Cardiac Units	70% of R&C after deductible satisfied. Semi-private Room Intensive & Cardiac Units
Emergency Out- patient for Accidents	80% of negotiated rate after deductible satisfied. *	80% of R&C after deductible satisfied.
Preadmission Tests	100% of negotiated rate after deductible satisfied. * (Outpatient tests and x- rays for a proposed surgery as long as the resulting hospital ad- mission is scheduled within 7 days of the tests and x-rays are performed at the facility in which the surgery is to take place.)	100% of R&C after deductible satisfied. (Outpatient tests and x- rays for a proposed surgery as long as the resulting hospital ad- mission is scheduled within 7 days of the tests and x-rays are performed at the facility in which the surgery is to take place.)
Inpatient Services Supplies	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS
In Area and Out of Area Plans

<u>BENEFITS</u>	<u>PPO Available & Used or PPO Not Available</u>	<u>PPO Available and Not Used</u>
<u>Professional Services</u>		
Doctor's Surgical Charges	80% of negotiated rate after deductible satisfied.*	80% of R&C after deductible satisfied.
Outpatient Surgery	80% of negotiated rate after deductible satisfied.*	80% of R&C after deductible satisfied.
Doctor's Office Visits	\$15 per visit	80% of R&C after deductible satisfied.
Doctor's Home Visits	80% of negotiated rate after deductible satisfied.*	80% of R&C after deductible satisfied.
Maternity	\$15 office visit co-pay, first visit only.* Covered same as any other illness or injury.	80% of R&C after deductible satisfied
High Risk Maternity (if Care Coordination recommends special care because pregnancy is considered high risk)	Physician and hospital charges are paid at 100%, no deductible.*	80% of R&C for physicians, 70% of R&C for hospital charges after deductible satisfied.
Nurse/Midwife	80% of negotiated rate after deductible satisfied.*	80% of R&C after deductible satisfied.
Birthing Center	80% of negotiated rate after deductible satisfied.*	80% of R&C after deductible satisfied.
Artificial Insemination & In Vitro Fertilization (Subject to Care Coordination)	Limited to 50% of charges to a maximum of \$15,000 per lifetime. (\$15,000 applies to overall lifetime maximum.)	Limited to 50% of charges to a maximum of \$15,000 per lifetime. (\$15,000 applies to overall lifetime maximum.)

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS

In Area and Out of Area Plans

<u>BENEFITS</u>	<u>PPO Available & Used or PPO Not Available</u>	<u>PPO Available and Not Used</u>
<u>Other Services</u>		
Chiropractor Services	\$15 copay* (12 visits per year threshold. Additional services are covered if approved by Care Coordination.)	80% of R&C after deductible satisfied. (12 visits per year threshold. Additional services are covered if approved by Care Coordination.)
Diagnostic X-ray & Lab Tests	80% of negotiated rate after deductible satisfied.*	80% of R&C after deductible satisfied.
Physical & Occupational Therapy	80% of negotiated rate after deductible satisfied.*	80% of R&C after deductible satisfied.
Radiation Therapy	80% of negotiated rate after deductible satisfied.*	80% of R&C after deductible satisfied.
Speech Therapy	80% of negotiated rate after deductible satisfied.* (20 visit limit per calendar year.)	80% of R&C after deductible satisfied. (20 visit limit per calendar year.)
Transplants (Subject to Care Coordination)	Voluntary—when a designated transplant facility is used, benefits are payable at 100%, no deductible or copay. When a designated facility is not used, benefits are payable the same as any other illness. Travel & Lodging lifetime maximum of \$10,000 Lodging & Meal Allowance of \$50 individual/\$100 family per day.	Voluntary – when a designated transplant facility is used, benefits are payable at 100% no deductible or copay. When a designated facility is not used, benefits are payable the same as any other illness. Travel & Lodging lifetime maximum of \$10,000 Lodging & Meal Allowance of \$50 individual/\$100 family per day.
	Organ Search & Procurement when a designated facility is not used, benefits are payable up to the medical plan maximum except bone marrow is limited to \$25,000.	Organ Search & Procurement when a designated facility is not used, benefits are payable up to the medical plan maximum except bone marrow is limited to \$25,000.

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS

In Area and Out of Area Plans

<u>BENEFITS</u>	<u>PPO Available & Used or PPO Not Available</u>	<u>PPO Available and Not Used</u>
Corrective Appliances & Artificial Limbs	80% of negotiated rate after deductible satisfied.*	80% of R&C after deductible satisfied.
Home Rental of Durable Medical Equipment	80% of negotiated rate after deductible satisfied.*	80% of R&C after deductible satisfied.
Oral Surgeries	80% of negotiated rate after deductible satisfied.* (Surgery meeting medical necessity guidelines covered.)	80% of R&C after deductible satisfied. (Surgery meeting medical necessity guidelines covered.)
Voluntary Sterilization	80% of negotiated rate after deductible satisfied.*	80% of R&C after deductible satisfied.
Home Health Care (Subject To Care Coordination)	100% coinsurance. (No deductible required up to 52 HHC visits in a calendar year.)	80% of R&C after deductible satisfied
Skilled Nursing Facility (Subject To Care Coordination)	80% of negotiated rate after deductible satisfied.* (Semi-private rate -120 days per calendar year.)	80% of R&C after deductible satisfied.
Hospice Care (Subject to Care Coordination)	Hospice Facility-100% of R&C, no deductible;	Hospice Facility-100% of R&C, no deductible;
	At Home Hospice (if life expectancy is less than 6 months) – 100% of R&C;	At Home Hospice (if life expectancy is less than 6 months) – 100% of R&C;
	Bereavement Counseling - 100% of R&C (While patient is in Hospice care, plan covers reasonable expenses for an unlimited-number of counseling services for the patient and covered family members.)	Bereavement Counseling - 100% of R&C (While patient is in Hospice care, plan covers reasonable expenses for an unlimited number of counseling services for the patient and covered family members.)
Second Surgical Opinion	100% of negotiated rate, no deductible, voluntary	80% of R&C, no deductible, voluntary

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS

In Area and Out of Area Plans

<u>BENEFITS</u>	<u>PPO Available & Used or PPO Not Available</u>	<u>PPO Available and Not Used</u>
<u>Preventive Care</u>	In-network-100% of negotiated fee. (Not subject to copay or deductible)	Out-of-network-100% R&C, no deductible.
Well Woman Exam	One annual Well Woman Examination with or without a Pap Smear including Blood Count and Urinalysis. (Additional Pap Smears covered if medically necessary at 80%.)	One annual Well Woman Examination with or without a Pap Smear including Blood Count and Urinalysis. (Additional Pap Smears covered if medically necessary at 80%.)
Mammogram	One routine Mammogram every two years for women through age 49; once a year thereafter. (Additional mammograms covered at 80% of reasonable charges if medically necessary.)	One routine Mammogram every two years for women through age 49; once a year thereafter. (Additional mammograms covered at 80% of reasonable charges if medically necessary.)
Immunizations	One complete regimen of immunizations per lifetime for children and adults covered at 100%, not subject to deductible.	One complete regimen of immunizations per lifetime for children and adults covered at 100%, not subject to deductible.
Influenza Immunizations	One influenza immunization per year. (The office visit associated with immunizations is a covered expense.)	One influenza Immunization per year. (The office visit associated with immunizations is a covered expense.)
Prostate Specific Antigen	One routine PSA test every calendar year for men age 50 and over. (The office visit associated with the PSA test is a covered expense.)	One routine PSA test every calendar year for men age 50 and over. (The office visit associated with the PSA test is a covered expense.)
Sigmoidoscopy	One routine Sigmoidoscopy every three years for men and women age 50 and over. (The office visit associated with sigmoidoscopy is a covered expense.)	One routine Sigmoidoscopy every three years for men and women age 50 and over. (The office visit associated with sigmoidoscopy is a covered expense.)

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS
In Area and Out of Area Plans

<u>BENEFITS</u>	<u>PPO Available & Used or PPO Not Available</u>	<u>PPO Available and Not Used</u>
Fecal Occult Blood Test	One annual Fecal Occult Blood Test for men and women age 40 and over.	One annual Fecal Occult Blood Test for men and women age 40 and over.

* If the employee does not reside in the PPO Service Area, coverage is 80% of R&C after the deductible is satisfied.

The benefits outlined herein are governed by the Summary Plan Description (SPD) and where conflicts exist, the SPD shall prevail.

MENTAL HEALTH/SUBSTANCE ABUSE CARE

BENEFITS	IN VERIZON STANDARD MH/SA NETWORK	OUTSIDE VERIZON STANDARD MH/SA NETWORK
In-patient hospital 45 days per calendar year	100%	\$0
Partial hospitalization up to 90 days per year for intensive out-patient therapy (2 days intensive out-patient in lieu of 1 day in-patient care)	100%	\$0
Out-patient up to 50 visits per calendar year	100% after \$15 co-payment per visit	\$0
Supplemental Benefit Annual maximums outlined above are exceeded	50% of covered charges up to lifetime Medical Plan maximum of \$1,000,000 (\$2,000,000 effective January 1, 2003, - same as Medical Plan)	\$0

Note: Employees must call Managed Health Network (MHN) at 800/777-7991 prior to routine care and within 48 hours of emergency care.

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

**CONSUMER SALES
INCENTIVE COMPENSATION PLAN**

1. Verizon Northwest Inc. and Local 89 I.B.E.W. agree to continue the Consumer Sales Incentive Compensation Plan set forth in this Memorandum of Agreement.
2. For a summary of details, refer to the attachment entitled, "Consumer Sales Incentive Compensation Plan."
3. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

CUSTOMER ENGINEER - DATA APPLICATIONS

The Company and Union mutually agree that the Customer Engineer - Data Applications shall be paid in accordance with wages negotiated for Wage Schedule 10 and shall participate in the Team Performance Award Plan.

The appropriate dress code for the Customer Engineer - Data Applications position shall be determined by management and communicated to employees as for other Verizon Northwest jobs; however, generally this classification shall require professional business attire.

The Customer Engineer - Data Applications shall be available for customer maintenance work during non-duty hours in accordance with the Collective Bargaining Agreement's standby provision. Such work may be offered on a rotating basis where more than one (1) Customer Engineer - Data Applications is qualified and assigned to an account.

Customer Engineer - Data Applications shall work whenever assigned by the Company and may cross any and all jurisdictional boundaries without consequence.

It is understood and agreed by the Company and the Union that when the acquisition of new business necessitates hiring specific employee(s) for such business, the provisions of Article 11 shall not apply. In no case shall such employees be hired where the direct result is the layoff of current regular employees who normally perform the same class of work.

This Memorandum of Agreement is effective May 19, 2002, and shall expire May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to Customer Engineer - Data Applications, shall terminate May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless mutually agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

DENTAL PLAN

1. Verizon Northwest Inc. and Local 89 I.B.E.W. agree to the provisions of the Dental Plan set forth in this Memorandum of Agreement.
2. For a summary of details refer to the SPD, Your Dental Benefits. The annual deductible will be \$25.00 per individual for all regular and part-time employees. Effective January 1, 2003, the annual \$25.00 per individual deductible will be waived when an employee and/or his/her enrolled dependents use a Preferred Dental Provider (PDP).
3. Coverage under the Plan begins after ninety (90) days net credited service is achieved or the date which the employee enrolls, whichever is later.
4. Maintenance of Benefits (MOB) permitted to the level of benefits provided in the Dental Plan.

Effective January 1, 2003:

- Orthodontic Care: increase per covered person lifetime maximum from \$1,000 to \$1,500
 - TMJ Care: establish new per covered person lifetime maximum of \$500
 - Preventive General & Major Services: increase per covered person annual maximum from \$1,000 to \$1,500
5. The monthly employee contribution shall be in accordance with Article 20 of the Collective Bargaining Agreement.

6. The Plan will be administered solely in accordance with its provisions and no matter concerning the Plan or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the Plan Administrator, the administration of the Plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company.

7. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Dental Plan, shall also terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

DOMESTIC PARTNER BENEFITS

1. Effective January 1, 2003, Verizon Northwest Inc. and Local 89 I.B.E.W. agree to extend benefits, as set forth below, to employees' domestic partners and children of domestic partners.
2. Employees may elect health and welfare benefits coverage of domestic partners and children of domestic partners, as described below. Employees who have been (or will be) identified by the Company as employed in a property that is to be divested as part of Verizon's Network Services Repositioning program will be excluded from this offer.
3. The Company and the Union agree that eligibility of a domestic partner for health and welfare benefits shall be based on the following conditions:
 - A. The employee and the domestic partner are same-sex, adult partners.
 - B. Neither the employee nor the domestic partner is married or a domestic partner of a third party.
 - C. Both the employee and the domestic partner are at least eighteen (18) years of age and are mentally competent to contract.
 - D. The employee and the domestic partner are not related by blood to a degree of closeness that would prohibit legal marriage in their state of residence.
 - E. The employee and the domestic partner live together at the same permanent residence.
 - F. The employee and the domestic partner are jointly responsible for each other's welfare and basic living expenses.

Continued (Domestic Partner Benefits)

- G. The domestic partner is the employee's sole domestic partner and intends to remain so indefinitely.
 - H. The employee and the domestic partner agree to notify the Company and any other appropriate party of any changes in the above conditions.
4. The Company and the Union agree that eligibility of children of domestic partners for health and welfare benefits shall be based on the following conditions:
- A. An eligible domestic partner is the natural parent, adoptive parent or legal guardian of the child.
 - B. The child is unmarried and either under the age of nineteen (19), or under the age of twenty-five (25), attending an accredited secondary school, college, university or nursing school, and are dependent on the domestic partner for care and support.
5. An employee may elect coverage of a domestic partner and any children of a domestic partner for the following benefits. The amount and availability of benefits are governed by the provisions of the applicable plan and are subject to the Internal Revenue Code and related regulations.
- A. Medical
 - B. Dental
 - C. Health care continuation coverage
 - D. Flexible Reimbursement Plan Healthcare Reimbursement Account (for IRS Tax Dependents)
 - E. Dependent Care Reimbursement Account (for IRS Tax Dependents)
 - F. Retiree Medical (limited to Domestic Partner and children of Domestic Partner who are covered by medical plan at time of employee's retirement)

Continued (Domestic Partner Benefits)

G. Group Universal Life

6. Employees are entitled to Bereavement Leave in the event of the death of a domestic partner, children of the domestic partner and other domestic partner family members as specified in the relevant collective bargaining agreement.
7. Employees are entitled to Family and Medical Leave for the care of a seriously-ill domestic partner, or child of a domestic partner, subject to general eligibility requirements.
8. Other benefit programs are also available to domestic partners and/or their children, as applicable. Availability and amount of benefit is governed by the applicable plan or policy.
 - A. Event travel Expense (one guest accommodated)
 - B. Financial Counseling
 - C. Survivor Support
 - D. Dependent Scholarships (children of domestic partner only)
 - E. Adoption Assistance (employee must be adoptive parent)
 - F. Company Discounts (recipient is employee)
 - G. Childcare Discounts (recipient is employee)
 - H. Employee Assistance Program
9. In the event that any of the above Domestic Partner Benefits are found to be discriminatory against non-eligible, unmarried employees in any jurisdiction, then these Domestic Partner Benefits will not be available in that jurisdiction.

Continued (Domestic Partner Benefits)

10. To the extent that the terms of any plan conflict with the provisions of this Memorandum of Agreement, the terms of such plan shall govern. Notwithstanding the foregoing, this Memorandum of Agreement shall constitute part of the plan to which it relates; provided, however, it may be elaborated upon in other plan materials, such as employee bulletins and enrollment materials, by the Company. To the extent that any provision of this Memorandum of Agreement conflicts with any state or local law, the parties agree to discuss the applicability of such state or local law.

11. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of agreement shall also terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

EDUCATION AND LIFE-LONG LEARNING

Verizon Northwest Inc. and Local 89 I.B.E.W. agree to continue joint efforts (including the 100% tuition reimbursement and the 100% prepaid feature), which allow employees additional opportunities to learn and enhance their knowledge of the jobs being performed. On an "as needed" basis as determined jointly by the parties, a joint study team, consisting of management and union officials, will be created to explore opportunities for joint educational programs. Joint study teams will explore issues such as:

- The level of employee awareness of the Verizon Communications, Inc. tuition assistance program.
- The role of education assistance in the attraction and retention of bargaining unit employees.
- The design and coordination of communication vehicles, in conjunction with NACTEL, to encourage employee and prospective employee participation in the AAS degree in Telecommunications or other programs developed.
- The identification of certain non-degreed programs, which enhance or certify job knowledge.

Any joint study team formed by the parties will report its findings and make recommendations to the Joint Company/Union Steering Committee for review and final determination.

This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of agreement shall also terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

EMPLOYMENT EXTENSION OPPORTUNITIES

It is agreed between the Company and Local 89 I.B.E.W. that to address opportunities to reduce the need for layoffs and the Company's need to have work completed, the following voluntary provisions shall be applied.

I. TEMPORARY ASSIGNMENTS OVER 35 MILES (WITHIN A DIVISION)

While it is understood that the Company has the right to assign its employees on a temporary basis to any location, the Company shall, usually within seven (7) calendar days before notifying regular employees of a reduction in force, offer temporary or contractor assignments (except where the established practice is to contract such work) as are available over thirty-five (35) miles to extend employment to surplus qualified employees in the same classification and status. The employees shall have the option to either accept or reject such offer of temporary assignment.

Should surplus employees reject such temporary assignment the Company shall be free to make a determination how to complete the work based on business requirements and competitive positioning. Employees accepting such temporary assignments will receive applicable per diem in accordance with Article 22.

II. RELOCATION OVER 35 MILES (WITHIN A DIVISION)

In addition to work relocations within thirty-five (35) miles per Article 12 of the Agreement, the Company shall, usually within seven (7) calendar days before notifying regular employees of a reduction in force, offer voluntary transfer over thirty-five (35) miles to surplus qualified employees in the same classification and status. Upon the employee's acceptance of such voluntary transfer, Sections 13.14 - 13.14.5 may apply per Section 13.14.6.

Such surplus employees shall be transferred with a 1A priority in their current classification for which they are qualified, within their Division. Such 1A priority may not require the posting of a vacancy. If the surplus employees reject such transfers within their current Operating Division, the Company shall be free to determine how to complete the work based on business requirements and competitive positioning.

III. RELOCATION BETWEEN DIVISIONS

Usually within seven (7) calendar days prior to notifying employees of a reduction in force, the Company may offer a voluntary transfer to qualified employees in the same classification and status outside the affected employee's current Operating Division. Upon the employee's acceptance of such voluntary transfer, Sections 13.14 - 13.14.5 may apply per Section 13.14.6.

Such surplus employees shall be transferred with a 1A priority in their current classification for which they are qualified. Such 1A priority may not require the posting of a vacancy. If the surplus employees reject such transfers outside their current Operating Division, the Company shall be free to make a determination how to complete the work based on business requirements and competitive positioning.

This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Employment Extension Opportunities, shall also terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

FACILITY PROVISIONING SPECIALIST

Verizon Northwest Inc. and Local 89 I.B.E.W. agree to the following:

1. This title will be responsible for the facility and inventory assignments for residential, single line, and small/medium line services order request.
2. These positions will be staffed initially with the 51 Line Assigners currently performing this work in the Everett and Beaverton Assignment Provisioning Centers. These Line Assigners will be retitled as Facility Provisioning Specialist. In addition, the 51 Line Assigners will remain on the appropriate step of Wage Schedule 4 of the current Collective Bargaining Agreement.
3. Future positions will be filled according to the Job Application Procedures outlined in Article 11. Candidates for these positions will be required to pass appropriate testing for this position, as determined by VERIZON.
4. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

**FLEET MECHANIC
FLEET TECHNICIAN**

Verizon Northwest Inc. and Local 89 I.B.E.W. agree to the following:

1. FLEET MECHANIC and FLEET TECHNICIAN

- A. The opportunity to prepare for the certification requirement will include Company provided funding for initial testing for the required Automotive Service Excellence (ASE) certifications. The Company will provide funding for the initial retesting for the required ASE certifications.
- B. Company provided training necessary to prepare for the qualification criteria will be on Company time. Supplemental training sought by the employee through tuition aid will be on the employee's time.
- C. The Fleet Mechanic position will be staffed initially by eighteen (18) Garage Mechanics who do not hold a current ASE Masters Certification.
- D. The one (1) Garage Mechanic who holds a current ASE Masters Certification will be reclassified to Fleet Technician and upgraded to Wage Schedule 9.
- E. An employee holding the classification of Fleet Mechanic may be upgraded to the classification of Fleet Technician in Wage Schedule 9 upon attainment of an ASE Masters Certification.

- F. An employee is required to maintain an ASE Masters Certification in order to remain in the Fleet Technician classification. If s/he fails to keep her/his certification current, s/he may be reclassified to Fleet Mechanic and immediately move to Wage Schedule 8.
2. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless specifically agreed to by both parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

FLEXIBLE REIMBURSEMENT PLAN (FRP)

1. Verizon Northwest Inc. agrees to continue the Flexible Reimbursement Plan (FRP).
2. Eligibility for the Plan begins after ninety (90) days net credited service is achieved or the date which the employee enrolls, whichever is later.
3. For a summary of details refer to the Flexible Reimbursement Plan Summary Plan Description (SPD).
4. The FRP will be administered solely in accordance with its provisions, and no matter concerning the FRP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the FRP Administrator, the administration of the FRP and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or reimbursements shall be determined by and at the sole discretion of the Company.
5. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Flexible Reimbursement Plan, shall also terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

GROUP UNIVERSAL LIFE (GUL) INSURANCE

1. Verizon Northwest Inc. agrees to continue, without endorsement, the opportunity for employees to enroll in Group Universal Life (GUL) Insurance.
2. For a summary of details refer to the Life Insurance Summary Plan Description (SPD).
3. GUL will be administered solely in accordance with its provisions, and no matter concerning GUL or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The administration of GUL and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Insurance Carrier.
4. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including Group Universal Life Insurance, shall also terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

HOURLY EMPLOYEES' PENSIONS

1. Verizon Northwest Inc. and Local 89 I.B.E.W. agree to the provisions of the Plan for Hourly Employees' Pensions.
2. The following provisions continue to be in place:

<u>Years of Accredited Service</u>	<u>Annual Minimum Pension</u>
40 or more years	\$11,700
35 but less than 40 years	\$10,300
30 but less than 35 years	\$ 8,900
25 but less than 30 years	\$ 7,500
20 but less than 25 years	\$ 6,100
15 but less than 20 years	\$ 4,700

3. For employees who retire on or after January 1, 2003, the present Plan for Hourly Employees' Pensions will be modified to effect the following:

<u>Years of Accredited Service</u>	<u>Annual Minimum Pension</u>
40 or more years	\$12,200
35 but less than 40 years	\$10,700
30 but less than 35 years	\$ 9,300
25 but less than 30 years	\$ 7,800
20 but less than 25 years	\$ 6,300
15 but less than 20 years	\$ 4,900

4. This Agreement shall become effective as of May 19, 2002, and shall remain in effect until midnight, May 28, 2005, and shall automatically continue in full force and effect thereafter until terminated, or amended, in accordance with the following procedure:

If this Agreement is to be terminated, a written notice must be sent by either party to the other not less than sixty (60) days prior to any date thereafter on which such cancellation is to become effective.

5. This Agreement may be amended or modified by either party giving written notice to the other of such desire to so amend or modify at least sixty (60) days and not more than ninety (90) days prior to the termination date set forth above. The written notice shall contain a full statement as to the amendments or modifications desired.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

HOURLY SAVINGS PLAN

Verizon Northwest Inc. and Local 89 I.B.E.W. agree to increase the company matching contribution to the Hourly Savings Plan (HSP).

- Effective December 29, 2002, the company matching contribution will increase from 66 cents to 75 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.
- Effective December 28, 2003, the company matching contribution will increase from 75 cents to 82 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.

This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of agreement shall also terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

HOURLY SAVINGS PLAN (HSP)

1. Verizon Northwest Inc. and Local 89 I.B.E.W. will make the Hourly Savings Plan (HSP) available to regular full or part-time hourly employees of the Company who are covered by a Collective Bargaining Agreement.
2. The Company reserves the right at any time, and from time to time, by action of the Board of Directors, to modify or amend in whole or part, any or all of the provisions of the HSP, but no such amendment or modification shall have the effect of reducing the accrued benefits of members, retired members, former members or their beneficiaries or of diverting any part of the Trust Fund to any purpose other than for the exclusive benefit of members, former members, or their beneficiaries and the payment of reasonable HSP administration expenses.
3. The Company reserves the right, by action of the Board of Directors, to terminate or partially terminate the HSP at any time. Upon termination or partial termination of the HSP or upon the complete discontinuance of contributions under the HSP, the member accounts of the members affected by the termination, partial termination, or complete discontinuance of contributions as the case may be shall be nonforfeitable.
4. The HSP may be merged into or consolidated with another plan, and its assets or liabilities may be transferred to another plan; provided, however, that no such merger, consolidation, or transfer shall be consummated unless each member and beneficiary under the HSP would receive a benefit immediately after the merger, consolidation, or transfer, if the transferee plan then terminated, that is equal to or greater than the benefit he/she would have been entitled to receive immediately before the merger, consolidation or transfer, if the HSP had then terminated.
5. The Company and the Union agree that every provision heretofore contained in this Agreement is contingent upon the Company's receipt of a favorable determination that the HSP, as amended, continues to be qualified under Section 401 (a)

et. seq., of the Internal Revenue Code. In the event any recession in the HSP is necessary to obtain or maintain a favorable determination from the Internal Revenue Service, the Company will make the revisions, adhering as closely as possible to the level of benefits contained in the HSP.

6. In the event any portion of this Agreement is determined by a court or government agency to be in violation of existing law or is voided by a change in existing laws, the Company retains the unilateral right to make whatever modifications it deems necessary and appropriate to comply with the law, including the right to rescind the Agreement, if it deems no such modification is feasible. The Company shall have no obligation to bargain or negotiate with the Union in the event that this Agreement is modified or eliminated or in the event the Company does not implement any or all of the provisions of this Agreement because it does not receive Internal Revenue Service approval, any or all of these plans are deemed not qualified, or because of a change in existing laws.
7. The HSP will be administered solely in accordance with its provisions and no matter concerning the HSP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement but rather shall be governed by the terms and conditions of the HSP and the interpretation of the HSP Committee.
8. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

INCOME SECURITY PLAN (ISP)

1. Verizon Northwest Inc. and Local 89 I.B.E.W. recognize the need for technological change in the business and hereby enter into this Memorandum of Agreement (hereinafter referred to as the Agreement). In order to lessen the economic impact upon regular employees who become surplus due to technological change, the Company and the Union agree to establish the INCOME SECURITY PLAN (the Plan). "Technological change" shall be defined as a change in plant or equipment, or a change in a method of operation, diminishing the total number of regular employees required to supply the same services to the Company or its subscribers. "Technological change" shall not include layoffs or force realignments caused by business conditions, variations in subscribers' requirements, or temporary or seasonal interruptions of work.

When technological change brings about any of the following conditions, the Plan shall apply:

- A. A need to layoff and/or force realign employees in any job title:
 - B. Reassignment of regular employees to permanent headquarters fifty (50) miles or more from the employee's permanent headquarters.
2. During the term of this Agreement, if the Company notifies the Union in writing that a technological change has created or will create a surplus in any job title in any work group and/or work location, regular employees meeting the following qualifications shall be eligible for Plan participation:
 - A Accredited service of one year or more;

Continued (Income Security Plan - ISP)

- B. No comparable assignment available within fifty (50) miles of the former permanent headquarters and/or refusal of reassignment to a new permanent headquarters fifty (50) miles or more from the former permanent headquarters.

However, the Company reserves the right to apply this Plan to any surplus in force, whether or not it is brought about by technological change, that the Company deems appropriate. All elections shall be voluntary and acceptance by the Company will be in order of seniority.

- 3. The Company reserves the right to determine the job titles and work group(s) and/or work location(s) in which a surplus exists, the number of work groups and/or work locations in which a surplus exists, the number of employees in such titles and locations which 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 Plan. In no event shall the number of employee elections accepted under the terms of the Plan exceed the number of employees determined by the Company to be surplus.
- 4. For those employees who are eligible in accordance with Sections 1 and 2, the Company will provide the following ISP Termination pay benefits:
 - A. ISP Termination Allowance of \$1,100, less withholding taxes, for each completed year of accredited service up to and including thirty (30) years for a maximum of \$33,000 prior to withholding taxes. The ISP Termination Allowance is not prorated for any partial year of service.
 - B. In addition to the ISP Termination Allowance, the Company shall pay an employee who has left the service of the Company with ISP benefits an ISP Expense Allowance not to exceed \$750, less withholding taxes, for each completed year of accredited service for a maximum of \$3,750 prior to withholding taxes. The ISP Expense Allowance is not prorated for any partial year of service.

The combined maximum ISP Termination pay benefit payable as set forth in Paragraphs A and B of this Section 4 shall in no event exceed a total of \$36,750.

The dollar amounts set forth in this Agreement shall be prorated for regular part-time employees based on the average hours worked during the last twenty-six (26) pay periods; i.e., average of thirty (30) hours worked per week would result in termination benefits paid at 75% of those set forth in Paragraphs A and B of this Section 4.

5. **Effective July 1, 2002.** The Company reserves the right to offer Enhanced ISP Termination pay benefits at its sole discretion. The Enhanced ISP Termination pay benefit will be in lieu of the regular ISP Termination Pay benefit described in paragraph 4 above and shall be equal to two times the applicable regular ISP Termination pay benefit. All other provisions of this MOA shall apply to Enhanced ISP payments.
6. Employees eligible for ISP Termination Allowance in accordance with Section 2 will receive a lump sum payment for the entire amount of the ISP Termination Allowance paid in the month following the month in which the employee leaves the service of the Company.
7. Reemployed employees must complete one (1) full year of accredited service with the Company before coming eligible again for termination benefits. In subsequent terminations to which this Agreement is applicable, the employee shall receive the difference between the termination benefits for which he or she is presently eligible and any benefits previously received.
8. All benefits payable under the Plan are subject to legally required deductions.
9. Termination benefits shall not be made if the termination is the result of any sale or other disposition by the Company of the exchange or office at which the employee is working or from which the employee is assigned to work, when the employee is continued in the employment of the new management of the exchange or office.

10. An employee's election to leave the service of the Company and receive termination pay benefits must be in writing and transmitted to the Company within fourteen (14) calendar days from the date of the Company's offer in order to be effective, and it may not be revoked after such fourteen (14) calendar day period.
11. This Agreement will be implemented prior to invoking the provisions of Article 13, Reduction of Forces, of the Collective Bargaining Agreement, when conditions set forth in Section 1 of this Agreement exist as determined by the Company.
12. Neither the right to effect a technological change, the determination of a surplus condition, eligibility for participation in the Plan, nor any part of this Plan or Agreement shall be subject to the arbitration procedure of the Collective Bargaining Agreement.
13. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

LIVING BENEFIT RIDER (LBR)

1. Verizon Northwest Inc. agrees to continue a Living Benefit Rider (LBR) to employees and their spouses who are presently enrolled in Group Universal Life (GUL) Insurance.
2. The Company and the Union recognize that long-term care will continue to be the most likely catastrophic illness risk facing employees. As a result of these concerns and for these reasons, the LBR option to GUL is established to provide protection against the financial ravages of declining health.
3. The LBR provides a benefit equal to 2% of the face value of the policy (excluding any cash value amounts) per month for a period up to 25 months. In effect, the LBR can pay out a maximum of 50% of the face value of the policy (25 months x 2%). The maximum potential benefit is \$10,000 per month with a minimum potential monthly benefit of \$400.
4. Eligibility for the benefit shall be based on the following conditions.
 - A. Employees or spouses must be continuously unable to care for themselves in a minimum of three activities of daily living for at least six months. Activities of daily living are defined as eating, getting around, transferring, toileting, bathing, and dressing.
 - B. Employees or spouses must submit written medical evidence that shows the inability to perform the activities of daily living.
 - C. The condition causing the inability to care for oneself cannot be a condition for which the individual received medical care or treatment during the six months immediately before LBR coverage became effective (pre-existing condition clause).

- D. GUL must remain in force.
- E. The LBR is paid for a maximum of 25 months and permanently reduces any amount of life insurance proceeds by the total amount of the LBR paid.
- 5. No matter concerning the Living Benefit Rider or any differences arising thereunder shall be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.
- 6. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Living Benefit Rider, shall also terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

LONG-TERM DISABILITY (LTD)

In recognition of the impact a prolonged disability can have on income security and as a valuable supplement to the short-term disability benefits currently provided by the Company, Verizon Northwest Inc. and Local 89 I.B.E.W. agree to continue a Long-Term Disability (hereinafter referred to as LTD) plan subject to the following provisions:

1. Regular full-time employees are eligible to participate in the LTD plan, subject to the following requirements:
 - Completion of ninety (90) days of continuous employment (new hires)
 - Enrollment during the first ninety (90) days of employment (new hires)
 - Enrollment during the initial Company-designated enrollment period (incumbents with ninety (90) days of continuous employment)
 - Enrollment during periods not mentioned and/or when opting up or increasing the LTD benefit level additionally require regular full-time employees to submit evidence of good health at their expense and approval by the Plan Administrator.
 - The disability is not caused by participation in an assault, crime or illegal occupation, an intentionally self-inflicted injury, war or act of war
 - The disability does not result from conditions that existed on the date LTD coverage began or does not result in an absence from work because of the pre-existing condition for ninety (90) consecutive days
 - The contributions are continuously paid following enrollment

2. The cost of the LTD plan coverage will be paid by the employee. Contributions for coverage may change from time to time. Should this occur, the Company agrees to notify the Union in writing, within fifteen (15) calendar days prior to the date of modification, specifying the cause for any change in the contribution rate.
3. The LTD plan shall pay monthly benefits as follows:
 - Up to 50% of the employee's basic monthly earnings, up to a maximum of \$3,000 per month, or
 - Up to 60% of the employee's basic monthly earnings, up to a maximum of \$5,000 per month

Monthly benefits shall be coordinated and reduced by any amount received by Workers Compensation (or its equivalent), primary and dependent disability or retirement benefits from Social Security, payments under any other State or Federal disability benefits law, GTE pension plan (if applicable), Company-provided salary continuation plan (ISP, layoff allowances) or any other plan which provides income benefits.

- A. The employee must apply for primary and dependent (if applicable) Social Security disability benefits.
 - B. Plan benefits are not payable for any period of disability during which the employee refuses or fails to apply for Social Security disability benefits or to appeal any denied claim for Social Security benefits.
4. Benefits will be paid, provided the Plan is in force, if eligible employees have been continuously and totally disabled, under the care of a physician and absent from work for twenty-six (26) weeks or if the disability has resulted in twenty-six (26) weeks of absence during a period of fifty-two (52) consecutive weeks and the eligible employees have been under the care of a physician.

Continued (Long-term Disability - LTD)

- Monthly benefits will be paid for twelve (12) months, if the disability prevents eligible employees from performing their regular work or an alternative occupation with similar earning potential
- Monthly benefits will be paid following this twelve (12) month period, if the disability prevents eligible employees from performing any work for which they are otherwise qualified to perform
- If eligible employees become disabled prior to age sixty (60), benefits will be paid up to their 65th birthday
- If eligible employees become disabled on or after age sixty (60), benefits will be paid according to the following schedule:

<u>Age of Disability</u>	<u>Benefits Paid to Age</u>
60	65
61	66
62	67
63	68
64	69
65	70
66	70
67	70
68	71
69	72
70	72
71	72.5
72	73.5
73	74.5
74	75.5
75+	For 1 year

- Disabilities as a result of a mental health disorder, alcoholism or drug addiction, will generally result in monthly LTD benefits for no longer than twelve (12) months.

5. During the period LTD benefits are paid, eligible employees will continue to receive life, medical and dental insurance coverage in accordance with the Collective Bargaining Agreement between Verizon Northwest Inc. and Local 89 I.B.E.W. Accredited Service will be applied toward eligible employees' pension calculations until the disability benefits end or the eligible employee retires, quits or dies.
6. The amount and availability of benefits under the LTD Plan are governed by the provisions of the Plan and the insurance contract. Any benefits received will be determined under the terms of the Plan in effect at the time eligible employees receive the benefits in question. The operation and administration of the LTD Plan, selection of the insurance carrier, eligibility for the benefits, cost of coverage, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, administration or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedures set forth in the Collective Bargaining Agreement.
7. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the Long-Term Disability Plan, shall terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

LUMP SUM PAYMENT OPTION

1. Verizon Northwest Inc. and Local 89 I.B.E.W. agree to modify the Plan for Hourly Employees' Pensions (hereinafter referred to as the Plan). Such modifications are conditional upon the approval from the appropriate Board of Directors and a favorable determination from the Internal Revenue Service that the Plan is and continues to be qualified under Section 401(a) of the Internal Revenue Code. Therefore, the effective date of May 19, 2002, for the following modification will be contingent upon the receipt of the necessary approvals.
2. Regular employees who are eligible to receive a single life annuity from the Plan will be provided a lump sum payment option which will be based on the present value of their single life annuity.
3. The amount and availability of benefits under the Plan are governed by the provisions of the Plan and are subject to the Internal Revenue Code and related regulations. Any payments received will be determined under the terms of the Plan in effect at the time regular employees separate from service. The operation and administration of the Plan, the calculation of the lump sum benefit, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the Plan shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.

4. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the lump sum payment option, shall terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

MAIL ORDER PRESCRIPTION PLAN (MOPP)

1. Verizon Northwest Inc. and Local 89 I.B.E.W. agree to extend the provisions of the Mail Order Prescription Plan (MOPP) to employees and their eligible dependents enrolled in the Comprehensive Medical Plan.
2. A 90-day prescribed supply of medication will be provided at \$5.00 per generic prescription or \$15.00 per brand name prescription co-payment. This co-payment cannot be reimbursed through the Company Medical Plan and does not apply to deductibles or out-of-pocket maximums. Generic drugs will be provided when available and permissible by law.
3. Employees and dependents currently covered under the Company Medical Plan will be eligible to participate in the Mail Order Prescription Plan. Once employees (who are covered under the Company Medical Plan) retire, they and their eligible dependents may continue to participate in this Mail Order Prescription Plan on the same basis as active employees. MOPP is not available to participants in Health Maintenance Organizations (HMO's).
4. MOPP will be administered solely in accordance with its provisions, and no matter concerning MOPP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the MOPP Carrier, the administration of MOPP and all of the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, or administration shall be determined by and at the sole discretion of the Company.

Continued (Mail Order Prescription Plan-MOPP)

5. The Company shall have the right to amend MOPP in any way, including the selection of the MOPP Carrier. However, any amendment diminishing the level of benefits contained in this Memorandum of Agreement or increasing the cost per prescription to the employee/dependent will be limited to those changes applicable to salaried employees.
6. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Mail Order Prescription Plan, shall also terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

MERIT INCREASES

Verizon Northwest Inc. and Local 89 I.B.E.W. mutually agree to the following provisions that govern merit increases for employees who have completed the probationary period.

It is agreed that merit increases are appropriate under certain situations. However, it is recognized that any application of a merit increase be carefully considered and based on uniform guidelines. A joint committee comprised of two members named by the Local 89 Business Manager and two members named by the Director-Human Resources will oversee the process.

Each department (at the General Manager level) may develop and submit criteria for the application of merit increases. These criteria must be approved by the joint committee prior to implementation.

Additionally, the joint committee will meet to review any individual application of the merit increase.

This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the provisions of Merit Increases, shall terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

NEUTRALITY AND CONSENT ELECTION

This agreement between Verizon Northwest Inc. and Local 89 I.B.E.W. covers all understandings between the parties concerning union organizing; access to employees and code of conduct applicable to union organizing efforts.

The Union and the Company recognize that it is in their mutual interest to enhance the success and image of the Company, to acknowledge the Union as a valued partner, and to foster the pride and commitment of the employees. The parties also share the mutual goals of building a world class, high performance enterprise and addressing employment security through business success and employee development. As a means to enhance these goals, the parties will mutually support regulatory and legislative efforts, marketing/sales and service efforts and other business initiatives leading to employment security and Verizon's business success.

The parties also recognize that the Union's goal of growing membership is intrinsically linked to the successful growth of the business. In order to maintain this perspective and to avoid unnecessary confrontation, the parties agree that the following principles regarding neutrality and consent election will be applicable to Verizon's former "GTE Network Services Companies" (Incumbent Local Exchange Carriers and Logistics). This shall be the exclusive means by which the Union, their locals, or individuals acting on their behalf, will conduct an effort to organize eligible employees in the covered Verizon's former "GTE Network Services Companies" (Incumbent Local Exchange Carriers and Logistics) as defined by the National Labor Relations Act.

1. Employee Choice

Both the Union and the Company support and agree with the principle that the decision as to whether or not to become represented by a union is one that does not belong to either the Union or to the Company. Rather, it is an individual decision that belongs to the employee.

With the parties' mutual recognition of this fundamental tenet, the following provisions are intended to establish, encourage and nurture an environment during a union organizing drive that will allow employees to choose whether or not to become represented in a fully informed and uncoerced manner. All negotiations concerning appropriate unit, access, conduct and voting will be performed by Verizon Labor Relations Staff in conjunction with local management and designated Union representatives.

2. Neutrality

The Company and the Union agree that an organizing drive will be met by a neutral position by the Company. This statement is consistent with and reinforces the previously established principle of employee choice. It should follow that an environment intended to foster employee choice would be a neutral environment and that information communicated by either party would be fact based and not misleading, distorted or disparaging. Neutrality means the following:

- (a) Management will not be anti-Union nor will the Union be anti-management.
- (b) Management will not advocate that employees should not vote for a Union to represent them.
- (c) The Unions will be afforded reasonable opportunities for access to employees to get their message communicated.
- (d) Management will respond to employee questions and is obligated to correct inaccurate or misunderstood information by employees.
- (e) The Union(s) will be referred to by name and will not be characterized as a "third party" or "outsider".
- (f) Any written information distributed to employees by either party relative to the organizing campaign will be shared with the other. The parties' communications with employees will be shared with the other.

The parties' communications with employees will be in accordance with this agreement.

- (g) Neither party will hire consultants who encourage an adversarial relationship.
- (h) Neither managers nor Union representatives will be personally attacked.
- (i) Neither the Union nor the Company will be attacked as institutions.
- (j) The Company will not conduct meetings for the sole purpose of discussing organizing activities without inviting appropriate Union representatives to attend.

Allegations of violations of these provisions will be handled via the dispute resolution process contained in this Agreement.

3. Rules

The procedures to be followed are listed below:

- (a) The Union must show a minimum of 50% + 1 show of interest on signature cards of the appropriate unit.
- (b) A vote of 50% + 1 of those votes, validated by the Third Party Neutral (TPN), will determine the outcome.
- (c) If the Union is not successful, another election will not be scheduled for twelve months.
- (d) The TPN will resolve any issue concerning challenged ballots in similar fashion to the National Labor Relations Board (NLRB) process.

4. Time Bound

It is in the interest of both parties that the organizing campaign be conducted expeditiously. The Union is therefore obligated to notify management of its intention to conduct a formal organizing drive before it begins. The date of this notification will "start the clock".

The entire campaign, including the consent election, will be concluded in 90 days. It is the intent of the parties that the 90-day time frame will include discussion and agreement on the unit. In the event the parties are unable to agree on the unit, the dispute resolution process set forth below will be utilized and the time period will be extended by the number of days required to reach agreement on the unit, but in no event will the total campaign, including resolution of the scope of the bargaining unit and the consent election process exceed 120 days. If employees vote not to be represented, the Union agrees not to initiate another campaign (nor continue the current campaign) in that same work group for 12 months from the date of the conclusion of the campaign. This would not preclude the local Union from having contact with the workers in the group. If employees vote to be represented, collective bargaining over the terms and conditions of employment will commence within 60 days and will be limited to the agreed upon unit.

5. Informed Decision

Both parties agree that employees should be fully informed about all aspects of Union representation. The Union will provide fact-based information to employees as it endeavors to convince prospective members of the merits of being represented by a Labor Union. Management's role during this process will include:

- (a) responding to individual employee inquiries;
- (b) explaining the organizing process, including obligations and responsibilities; and
- (c) correcting any inaccuracies, misstatements or misunderstandings disseminated by the Union.

6. Free from Coercion

Consistent with the basic tenet of employee choice, the parties want to ensure that employees have expressed their choice from an informed position and are completely free from any coercion by the Company, the Union or any other party or parties. One way to ensure this objective is to have a NLRB conducted election.

Continued (Neutrality and Consent Election)

In the alternative, the Company and the Union agree to use a process that is called "Consent Election." This process will work as follows:

- (1) As part of the access discussions, the parties agree to use "Consent Election".
- (2) The Unions shall initiate the consent election process by providing to a TPN proof of support by means of show of interest cards from 50% + 1 of the employees in the unit. The TPN will then notify Verizon Labor Relations Staff and request a list of names, job titles and home addresses. The Company will furnish the list within five working days. The Union will also be furnished with the list. The "show of interest" cards will clearly state their purpose and that a secret ballot consent election will be conducted to determine the will of the unit. If the TPN determines that the Union has a sufficient show of interest, he/she will schedule a Consent Election process in accordance with this agreement.
- (3) The election process will be supervised by a mutually selected TPN, whose role is to ensure the integrity of the process itself, and will be conducted within two weeks of the submission of the Union's show of interest to the TPN. Employees will be asked to express their individual preference in a manner that will ensure that their choice will not be known to either party. The TPN will count the votes and advise the parties of the outcome. Consistent with this agreement, a vote of 50% + 1 of those who vote will control. The parties may have an observer present when the TPN counts the ballots.
- (4) In all cases, the election process shall take place within 14 days of receipt and verification of the Union's show of interest cards by the TPN. In those cases where there is no dispute about the composition of the unit, the election process will be held within seven days. The election may be held at the Company location or at a neutral site as agreed by the parties. The cost of using a neutral site will be split equally by the parties.

If there is a dispute as to composition of the unit, the TPN shall decide the issue within an additional seven days.

7. Access Agreement

As soon as reasonably practicable after a request by the Union for access, Verizon Labor Relations Staff, in conjunction with local management and Union representatives, will meet to discuss the details related to reasonable access to the unit by the Union representatives. The Union will be allowed reasonable opportunities for access to Verizon facilities. It is the intent and commitment of Verizon and I.B.E.W. that the access agreed upon will not interfere with the operation and other normal and routine business activities, plans and programs of Verizon generally, and specifically, the selected unit. Access agreed upon will be in non-working areas and during employee non-working times. Agreements as to eventful access, such as access to conference rooms, will be reasonable in length and there will be reasonable periods between requests for eventful access. However, an uneventful access, such as a prearranged meeting with an individual employee, will not be affected.

If Verizon and I.B.E.W. are unable to agree on reasonable access, the TPN will be asked to resolve the issue. Successful access agreements utilized at other units will be looked to for guidance as to what works and is reasonable. Verizon and I.B.E.W. commit that they will reach such an access agreement in each instance in an expeditious manner.

8. Dispute Resolution

(a) Questions or disputes arising during the course of an organizing effort within a particular unit of non-represented employees will, in all cases, be addressed first by and between the parties themselves and, in particular, Labor Relations Staff in conjunction with local Verizon management and appropriate I.B.E.W. representatives.

It is the intent and desire of Verizon and the I.B.E.W. that such matters are dealt with by and between the parties themselves, particularly at the local level, without having to resort to the assistance of a third party. It is also agreed, however, that if every good faith and reasonable effort has been made, but the matter unresolved, the process described below will be utilized.

- (b) The TPN will resolve disputes in the manner set forth in this agreement. Either Verizon or I.B.E.W. can refer a question or dispute, unresolved after good faith efforts have been made to resolve the dispute locally, to the chosen TPN by providing three working days' written notice to both the other party and the TPN. The notice will provide concise statement of the question or dispute to be addressed and a statement that the parties have attempted in good faith but have been unable to resolve the matter by and between them.
- (c) If the question or dispute involves a matter related to access (i.e., the nature, event, time, location, individuals involved, etc.) the TPN will fully investigate all relevant facts surrounding the question or dispute. The TPN will then call the parties together and attempt to facilitate resolution of or otherwise mediate the matter.

If, after a good faith attempt at facilitated resolution or mediation, the access question or dispute is still not resolved, the TPN will attempt to render an immediate decision, which includes a method or alternative methods of resolving the perceived problem. However, in no event will the TPN take longer than five days thereafter to render a decision. The decision of the TPN will be final and binding and the parties agree to abide by his/her decision. This process, from the time the TPN is contacted to the time his or her opinion is issued, will not take more than 15 days unless the parties agree otherwise.

- (d) If the dispute involves the appropriateness of the bargaining unit the Union seeks to organize and the parties are unable to agree, after negotiating in good faith for a reasonable time, upon the description of an appropriate unit for bargaining, the issue of the description of such unit shall be submitted to TPN and a hearing shall be conducted consistent with the rules of the American Arbitration Association. The TPN shall be confined solely to the determination of the appropriate unit for bargaining and shall be guided in such deliberations by the statutory requirements of the National Labor Relations Act and the decisions of the NLRB and Appellate reviews of such Board decisions.
- (e) Regardless of the type of question or dispute that is submitted to the TPN, the parties will each be given a full opportunity to present their positions and supporting factual information prior to the issuance of any opinion. No written briefs will be submitted. There shall be no ex parte contact with the TPN without the concurrence of all parties. Verizon and I.B.E.W. believe that matters pertaining to these values are best handled by and between the parties themselves and resort to a TPN should be necessary in only a limited number of cases.

Verizon and I.B.E.W. agree that the parties may distribute a decision of the TPN to employees in the selected unit but not outside to the public such as the press.

- (f) The parties agree that the process set forth herein shall be the exclusive means for resolving disputes covered by this dispute resolution process, and neither party will utilize any other forum (e.g. NLRB, federal court, etc.) to address issues subject to resolution pursuant to this process.
- (g) All expenses, resulting from the use of the TPN process, shall be split equally by Verizon and I.B.E.W.

9. Acquisitions and Ventures

The parties recognize the rapidly changing nature and structure of the communications industry. Verizon may acquire (or be acquired by) another entity. It has and may in the future form joint ventures or strategic alliances, may license its brand or technology, or may be a financial investor in other entities. The employees in those entities may be non-represented, represented in whole or in the part of the Union, or represented in whole or in part by some other labor organization. It is not possible to structure a single rule which will apply to all such circumstances and the Company cannot compel other entities to abide by this agreement.

10. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of agreement shall also terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

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PERFORMANCE DIFFERENTIAL

1. Verizon Northwest Inc. and Local 89 I.B.E.W. mutually agree that the Company may, at its sole discretion, establish and implement from time to time Performance Differentials for employees who have completed the probationary period and are at the 42 or 48-month step of their wage schedule.
2. It is agreed that an employee who is consistently meeting high performance standards may be granted a Performance Differential. The performance measurement criteria will be established on an annual basis. Each department (at the Director level) may develop and establish "stretch" performance standards/criteria for select job classifications and/or employee groups that must be met or exceeded in order for an employee to qualify for the Performance Differential. The criteria will be reviewed with the Local 89 Business Manager prior to implementation.
3. The amount of the hourly Performance Differential may vary by job classification and/or departments; this variance is necessary due to the varying levels of payback associated with incremental performance improvement in each job classification. All differential amounts must be reviewed with the Local 89 Business Manager.
4. It is also understood that the following parameters will apply to Performance Differentials:
 - a. The performance differential will be applied only to hours actually worked, including overtime hours actually worked, and will be included in the computation of any overtime compensation that may be due employees.
 - b. The performance criteria will be established once a year
 - c. Employees who meet the performance criteria accumulative average for six months will be paid the performance differential during the following six (6) months

Continued (Performance Differential)

- d. To be eligible for the performance differential, the employee must have worked 840 straight time hours during the six (6) month review period
- e. An employee whose differential is discontinued will be ineligible for the differential until the next six (6) month review
- f. An employee who has received a Merit Increase is not eligible for performance differential for the same time period
- g. In the event of a process suspension, employees currently receiving a performance differential will continue for an additional 90 days from the effective suspension of the agreement, or to the end of period for which their current differential applies, whichever comes first
- h. The payment of an employee's earned performance differential shall end on the employee's last day paid.

If an employee met the criteria unethically, such employee's performance differential will be immediately stopped.

The provisions of the Performance Differential Memorandum of Agreement shall not be subject to the grievance or arbitration provisions of the collective bargaining agreement.

- 5. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the provisions of Performance Differentials, shall terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

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LOCAL 89 I.B.E.W.

PERSONAL LINES OF INSURANCE

1. Verizon Northwest Inc. agrees to continue, without endorsement, the opportunity for regular full- or part-time hourly employees of the Company who are covered by the Collective Bargaining Agreement to purchase automobile, home and other personal property and casualty insurance through payroll deduction.
2. Personal Lines of Insurance will be administered solely in accordance with its provisions, and no matter concerning Personal Lines of Insurance or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The administration of Personal Lines of Insurance and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Insurance Carrier.
3. The Company reserves the right at any time, and from time to time, to modify or amend in whole or part, any and all provisions of the agreement with the Insurance Carrier, to change Insurance Carriers, or to terminate the agreement with the Insurance Carrier.
4. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including Personal Lines of Insurance, shall also terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

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MetPay Program

The MetPay program is provided by Metropolitan Property and Casualty Insurance Company and affiliates, Warwick, Rhode Island, a subsidiary of Metropolitan Life Insurance Company.

The MetPay program is a voluntary program which allows employees to purchase Automobile Insurance, Homeowner Insurance, Renter's Insurance, Excess Personal Liability, and other personal property insurance through payroll deduction.

The MetPay program offers group discounts to Verizon employees. The amount of the discount is governed by the state insurance regulations. Therefore, the discount varies by state.

The program is administered by Metropolitan Property and Casualty. Verizon will deduct the premiums from the employee's paycheck as directed by Metropolitan.

All administrative questions, claims, and questions should be directed to Metropolitan at 1-800-GET MET1 (438-6381).

The program is portable. Employees retiring from Verizon under the terms of the Verizon pension plans will retain the group discounts they had as an employee. Employees who terminate will retain the group discounts they had as an employee until the renewal date for the policy. On the renewal date, the premiums will be recalculated using Metropolitan's retail customer rates.

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PRE-RETIREMENT SPOUSE'S PENSION

1. Verizon Northwest Inc. and Local 89 I.B.E.W. agree to modify the Plan for Hourly Employees' Pensions. Such modifications are subject to approvals by the Company's Board of Directors and the United States Department of the Treasury. Therefore, the modifications will be contingent upon receipt of necessary approvals, and the effective date will be January 1, 2003.
2. Specific language will be prepared to modify the present Plan for Hourly Employees' Pensions to provide a survivor benefit to an employee who is actively employed on the effective date and who is vested in the Plan.
3. For married employees, the spouse will automatically be considered the beneficiary. However, subject to the requirements regarding non-spouse beneficiaries and with spousal consent, a married employee may name a beneficiary other than the spouse. For unmarried employees, a valid beneficiary designation must be on file for the pre-retirement survivor benefit to be paid. A single individual must be named as beneficiary; an estate or trust may not be named, nor may multiple individuals.
4. Subject to the small benefits provision contained in the Plan, the survivor will have the option of choosing between a 50% survivor annuity or the lump sum equivalent in the event of the death of the employee.
5. If a vested employee terminates employment on or after the effective date, the named survivor will be eligible for the survivor pension payable on the date the employee would have reached the age 65. An actuarially reduced benefit may be payable before age 65 if the vested employee would have been eligible for an earlier commencement.

6. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

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PRESCRIPTION IDENTIFICATION CARD (PIC)

1. Verizon Northwest Inc. and Local 89 I.B.E.W. agree to continue the Prescription Identification Card, for employees and their eligible dependents enrolled in the Comprehensive Medical Plan.
2. Once employees (who are covered under the Comprehensive Medical Plan) retire, they and their eligible dependents may continue to participate in this PIC plan on the same basis as active employees. PIC is not available to participants in Health Maintenance Organizations (HMO's) and Point of Service (POS) plans.
3. Eligible employees may purchase prescription medications from participating network pharmacies at a Verizon discounted rate. Employees who use participating network pharmacies will have an annual \$25.00 deductible and a twenty (20) percent (%) co-payment.
4. Eligible employees purchasing prescription medications from non-network pharmacies will have an annual \$75.00 deductible and a twenty (20) percent (%) co-payment.
5. The deductible and co-payment do not apply to the deductible or out-of-pocket maximums of the Comprehensive Medical Plan. The out-of-pocket maximum for PIC is \$300 per person.
6. PIC will be administered solely in accordance with its provisions and no matter concerning PIC or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the PIC carrier, the administration of PIC and all of the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, or administration shall be determined by and at the sole discretion of the Company.

7. The Company shall have the right to amend PIC in any way, including the selection of the PIC carrier. However, any amendment diminishing the level of benefits contained in this Memorandum of Agreement or increasing the cost per prescription to the employee/dependent will be limited to those changes applicable to salaried employees.

8. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Prescription Identification Card, shall also terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

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PROTECTED BUMP STATUS

Verizon Northwest Inc. and Local 89 I.B.E.W. agree that the following will apply to employees who have been identified as having a status that protects them from being displaced by the bump process.

1. Up to a combined total of seventeen (17) Special Services and Systems Technicians who support large or medium business customers may be excluded from the bump process when appropriate customer justification exists. Such justification includes a customer request for a specific technician by name or a specific number of technicians to be dedicated to the customer's account.
2. A protected bump status applies only when a technician is subject to being bumped; however, such status does not extend to a layoff. Technicians in such a status would not be afforded bumping rights during a reduction in force. A technician in a protected status would remain so throughout the term of this Agreement unless removed by management. Protected status cannot be reinstated once a technician is removed by management or transferred during the term of this Agreement.
3. Protected status will be offered by seniority to qualified technicians within the workgroup when a protected status position, not requiring a specific technician, becomes available.
4. Technicians identified for protected status shall be provided a description/acknowledgement letter referencing the provisions as outlined in this Section. Such letter will provide the employee with an option to accept or reject protected status.
5. In the event the Company determines a vacancy exists with a need for protected status and there are no volunteers for such status in the workgroup, a vacancy notice shall indicate protected status when posted. An employee accepting such a position would then be on protected status.

6. When a technician goes off or on protected status, the Company will notify the Union within thirty (30) days of the effective date of the change. Notification shall include customer justification and the employee description/acknowledgement letter containing the employee's name, classification, and status acceptance or removal date.
7. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of agreement shall also terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

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PUBLIC ACCESS SALES TECHNICIAN

Verizon Northwest Inc. and Local Union 89 I.B.E.W. agree to the following:

1. This title will be responsible for actively pursuing new sites for placement of Public Access products and services and presenting and negotiating contractual agreements, as well as maintaining existing products and services.
2. Employees who hold the title of Coin Telephone Collector/Maintainer who qualify for this position and pass appropriate testing will be reclassified to the job title classification of Public Access Sales Technician without the availability of a position vacancy. Coin Telephone Collector/Maintainers who prefer to remain in their current position will not be required to obtain the Public Access Sales Technician position. Coin Telephone Collector/Maintainers who successfully obtain the position of Public Access Sales Technician may exercise the option of returning to their former classification of Coin Telephone Collector/Maintainer within ninety (90) days form the date of their reclassification.
3. Coin Telephone Collector/Maintainers who qualify for the Public Access Sales Technician will remain on the appropriate step of wage schedule 5.
4. Future positions will be filled according to the Job Bidding Procedures outlined in Article 11. Candidates for these positions will be required to pass appropriate testing as determined by Verizon.
5. The Public Access Sales Technician position will be eligible for the Public Communications Incentive Compensation Plan. For a summary of details, refer to the Public Communications Incentive Compensation Plan. Coin Telephone Collector/Maintainers who remain in their present position will stay on the Team Performance Award plan.

6. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement shall terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement.

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PUBLIC ACCESS SALES TECHNICIAN - TPA

1. The Company proposes to delete the Public Communications Incentive Compensation Plan effective May 18, 2002. Effective May 19, 2002, those employees holding the Public Access Sales Technician classification will participate in the Team Performance Award program.
2. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement shall terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement.

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PURCHASE OF OPTICAL PRODUCTS

1. Verizon Northwest Inc. will make available to employees the opportunity to purchase safety glasses and optical products that are covered under an Agreement between the Company and AEARO/Sound Safety Products. Both prescription and plain safety glasses are available through the plan. Special safety glasses for operators of video display terminals (VDT's) are available through AEARO. The cost of eye examinations and/or prescriptions is not covered under this plan.
2. If any employee so desires, the Company will implement payroll deductions for the cost of covered products, to be deducted in three equal amounts in the next three payroll periods.
3. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Purchase of Optical Products, shall also terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.
4. In the event AEARO is unable to fulfill its contractual obligations with the Company, this Memorandum of Agreement will be immediately terminated.

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RETRAINING

Verizon Northwest Inc. and Local 89 I.B.E.W. endorse the concept of vocational retraining for employees who are displaced from their normal classification(s) as the result of force realignment or layoff.

Vocational retraining is defined as enrollment in a state certified vocational program or state certified institution of higher learning, for the purpose of receiving training in a new vocation. Such vocations will not result in a conflict of interest with Verizon Northwest Inc. or its subsidiaries.

To be eligible to receive benefits, individuals who meet the requirements set forth in the above paragraphs must enroll in a vocational retraining program within six (6) months after becoming eligible. Prior to such enrollment, individuals must notify the Company of their intent to obtain approval for reimbursement of tuition and materials. Upon submitting proof of enrollment, such individuals will be reimbursed for up to 35 percent of the cost of tuition and materials to a maximum of one thousand dollars (\$1,000). Upon successful completion of the program/course(s), and the submission of proof of certification or a passing grade, the Company will reimburse participants the amount of 65 percent of the tuition and materials. Such reimbursement, when combined with the initial enrollment costs, will not exceed two thousand dollars (\$2,000).

Individuals who must enroll in a related series of programs and/or courses to complete their vocational training, will be eligible to continue receiving benefits as set forth in the above paragraph, as long as such training continues uninterrupted, to a maximum of two thousand dollars (\$2,000).

Approved training expenses that are covered by other employers, government benefits, scholarships, or other sources will not be eligible for reimbursement by the Company.

The Company and Union agree that this Agreement will be administered solely by the Company and is exempt from the Grievance and Arbitration provisions of the Labor Agreement.

This agreement is effective May 19, 2002, and shall remain in full force and effect until midnight May 28, 2005, unless extended by mutual agreement between the Company and Union.

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SHORT-TERM DISABILITY (STD) ADMINISTRATION

This will serve as a confirmation of our agreement regarding the Short-term Disability Administration. In an effort to promote the Partnership, we have agreed to the following:

- Prior to the transition of short-term disability administration to CORE, bargaining unit employees were required to be under the care of a physician and provide medical evidence of disability after being absent for three (3) days. On August 2, 1999, when short-term disability administration transitioned to CORE, a trial was arranged that modified the time requirement for an employee to make application for short-term disability to after five (5) working days.
- Disability utilization is expressed as a percentage of scheduled hours (sick and FMLA time related to the employee's own health, divided by scheduled hours) using standard Company reports. During the trial the Company regularly communicated the benchmark percentage utilization figures to the Union.
- This trial went forward with the understanding that it could continue as long as bargaining unit utilization of short-term disability remained at or below the utilization level at the time of transition. If such utilization increased over the benchmark level, the Company could revert to the previous requirement.
- The trial has ended; however, the five (5) working days allowance for an employee to make application for short-term disability is still in effect.
- It is understood that the Company retains the right to require medical verification of disability at any time when circumstances warrant.

If this Agreement is to be terminated, a written notice must be sent by either party to the other not less than thirty (30) days prior to any date thereafter on which such cancellation is to become effective.

This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

SPAN TECHNICIAN - DIFFERENTIAL

1. Verizon Northwest Inc. and Local 89 I.B.E.W. recognize the need to adequately compensate those Span Technicians who perform work that is technologically advanced.
2. When a Span Technician is performing system repair, acceptance, and/or activation of fiber optic broadband rings, i.e. Sonet and DWDM, said Span Technician shall be entitled to an hourly differential of \$1.00 for each continuous hour performing such high-end activities.
3. During the term of this Agreement, either the Company or Union may present to the other party additional criteria that may be considered for inclusion for said mentioned differential. Mutual agreement must be reached and put in writing by the Manager-Labor Relations and IBEW Business Manager before such differential can be paid.
4. The Company reserves the right to apply this differential to other classifications where employees may perform these work functions.
5. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

SUPPLEMENTAL TRAINING POSITIONS

Verizon Northwest Inc. and Local 89 I.B.E.W. agree to the following provisions, which will govern Supplemental Training Positions, hereafter known as STP, and are intended to insure the availability of qualified candidates for I&R Technician, COE Installer, Cable Splicer, and Equipment Technician positions.

1. Preference will be given to internal candidates. Using normal staffing procedures, the Company will announce the staffing of I&R Technician STP or COE Installer STP or Cable Splicer STP or Equipment Technician STP. Usually a maximum of 50% of the positions will be reserved for external candidates. However, external candidates may exceed 50% if the hiring department fails to receive a sufficient number of qualified internal bidders.
2. Staffing of the I&R Technician STP, COE Installer STP, Cable Splicer STP, or Equipment Technician STP will be in accordance with Article 11 (except as specifically modified in this memorandum). Individuals selected for this program shall be required to pass any prerequisite job test(s) as determined appropriate by the Company prior to acceptance in the program. This program is open to all applicants regardless of protected status.
3. Successful bidders will be classified as "I & R Technician STP" or "COE Installer STP" or "Cable Splicer STP" or "Equipment Technician STP," as appropriate.
4. Internal candidates placed into the STP will be compensated as follows:

If the employee is currently compensated at a rate higher than step 4 of the appropriate wage schedule (wage schedule 7 for I&R Technician, wage schedule 8 for Cable Splicer, and wage schedule 9 for COE Installer and Equipment Technician), the hourly rate will be reduced to step 4.

Continued (Supplemental Training Positions)

If the employee is currently compensated at a rate lower than step 4 of the appropriate wage schedule, the rate will be adjusted to the next higher wage rate on the appropriate schedule.

5. STP candidates will be advanced one (1) wage step after successful completion of the training program (twelve [12] weeks). All subsequent increases will be in accordance with Article 27, Compensation.
6. Individuals selected for this program shall be involved in a twelve (12) week training exercise consisting of both formal and on-the-job training. Additional self-development training may be required as determined appropriate by the Company.
7. The probationary period for all external candidates shall be the twelve (12) week training period plus 1,040 straight time hours worked.
8. Each participant of the program shall be required to successfully pass all training classes and/or training exercises as designated.
9. Each participant will be required to meet and/or exceed all performance expectations as determined by the Company.
10. Participants of the training program will be expected to perform all work as assigned; however, in no event will any participant be eligible for out-of-class differential during his/her twelve (12) week training period. Therefore, §27.8 shall not apply.
11. Participants of the program will not be eligible to receive per diem except as described in Sections 22.5 and 22.6.
12. A current employee who is selected to participate in this program and is unsuccessful in meeting expectations shall be considered a failed bidder as per Article 11.

Regular Placement

13. At the time of STP postings, current employees may submit a Location Preference Form notifying the department of an interest in a specific I&R Technician, COE Installer, Cable Splicer, or Equipment Technician position and location. The Location Preference Form must be received by National Staffing by the close of business at the end of the initial STP posting period. Such employees will be considered for the positions along with employees in the STP in accordance with Article 11.
14. Upon successful completion of the twelve (12) week training period, participants who have met all the requirements of the STP as indicated shall be considered for regular positions along with current employees who have expressed an interest via the Location Preference Form as described in item 13.

The following shall apply when the STP candidates do not successfully pass the final job test after completing the twelve (12) week training period.

15. These candidates will have the opportunity for a one-time six (6) month extension period or until the required time period to re-test. If the candidate does not successfully pass this second test upon re-testing, then the candidate will be immediately released.
16. During the extension period, all external hires will continue to be classified as probationary employees and will retain the title of STP. If the candidate successfully passes the re-test, then she/he must then complete a probationary period of 1,040 straight time hours as outlined in Section 7 of the STP Memorandum of Agreement.
17. During the extension period, the candidates will not be entitled to any wage progression, nor will they receive a job classification change.
18. During the extension period, candidates may not bid on any other jobs.

19. During the extension period, management will continue to assign work appropriate to the STP classification or any other necessary work functions deemed appropriate.

This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff CsIt – LR

Ray Egeihoff
Business Mgr/Financial Secretary

LOCATION PREFERENCE BIDDING FORM

LOCAL 89 I.B.E.W

SUPPLEMENTAL TRAINING POSITIONS

THIS FORM IS TO BE USED BY CURRENT EMPLOYEES HOLDING THE SAME CLASSIFICATION AS THE POSTED VACANCY WHO HAVE A PREFERENCE FOR WORKING IN A DIFFERENT LOCATION.

Refer to the collective bargaining agreement Memorandum of Agreement titled Supplemental Training Positions

At the time Supplemental Training Positions are posted, current employees who are qualified to perform the work of the posted STD position(s) may apply for such position(s) by indicating their location preference(s) below. The job posting will indicate the "anticipated" final work location of the STP positions for guidance in filling out this form. **Since the final work location may change by the completion of the training period, any preferred location should be listed.**

This preference form must be submitted to National Staffing - WA0105LR (fax: 425/783-0673) by the close of business of the posting period in accordance with the Supplemental Training Positions Memorandum of Agreement. Hiring will be in accordance with Article 11.

The hiring supervisor or manager will determine the appropriate number of incumbent employees needed at his/her location, in accordance with Article 11, and the required number of Supplemental Training Positions available. Consideration will be given to incumbent employees who have indicated a preference for specific location(s).

Can-Be-Reached Number _____
Name - Print _____
Name - Signature _____ Date _____
Current Job Title _____ Job Location _____
Current Supervisor _____ Phone Number _____
Time in Current Position _____

Vacancy Number(s): _____
Location Preference #1 _____ Job Title _____
Location Preference #2 _____ Job Title _____
Location Preference #3 _____ Job Title _____

Submit this form to National Staffing - WA0105LR
(fax: 425/783-0673) by the close of business of the posting period.

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

SWITCH PROVISIONING SPECIALIST

Verizon Northwest Inc. and Local 89 I.B.E.W. agree to the following:

1. This title will be responsible for switch provisioning for residential and business service order requests for POTS, Centranet and special services in the GTD5, 5ESS, DMS100, DMS10, and DCO central offices.
2. These positions will be staffed initially with the 22 Recent Change Technicians currently performing this work in the Everett and Beaverton Recent Change Mechanized Assignment Centers. These Recent Change Technicians will be retitled as Switch Provisioning Specialist. In addition, these 22 Recent Change Technicians will remain on the appropriate step of Wage Schedule 6 of the current Collective Bargaining Agreement.
3. Future positions will be filled according to the Job Application Procedures outlined in Article 11. Candidates for these positions will be required to pass appropriate testing for this position, as determined by VERIZON.
4. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

SWITCHING SERVICES SUPPORT REPRESENTATIVE

Verizon Northwest Inc. and Local 89 I.B.E.W. agree to the following:

1. The Switching Services Support Representative is the 24/7 focal point for central office workforce management, including after hours dispatch. This position is primarily responsible for monitoring/analyzing regional central office work activity and deploying resources as necessary so that maintenance, repair, and provisioning activities are performed in a manner which will insure customer commitments and internal objectives are met.
2. These positions will be staffed initially with the 19 Test Technicians currently performing this work in the Everett Network Dispatch Center. These Test Technicians will be retitled as Switching Services Support Representatives. In addition, 17 of these Test Technicians will remain on the appropriate step of Wage Schedule 6 of the current Collective Bargaining Agreement, and the other two (2) will retain their "grandfather status" and remain on the appropriate step in Wage Schedule 9.
3. Future positions will be filled according to the Job Application Procedures outlined in Article 11. Candidates for these positions will be required to pass appropriate testing for this position, as determined by Verizon.
4. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

TEAM PERFORMANCE AWARD

1. Verizon Northwest Inc. and Local 89 I.B.E.W. agree to implement the Team Performance Award set forth in this Memorandum of Agreement. The implementation date of this plan will be May 19, 2002.
2. For a summary of details, refer to the attachment entitled Team Performance Award.
3. This Memorandum of Agreement is effective on May 19, 2002, and shall expire May 28, 2005. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff CsIt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

TEAM PERFORMANCE AWARD

1. Verizon Northwest Inc. and Local 89 I.B.E.W. agree to develop and implement a Team Performance Award, which will provide participating employees the opportunity to earn compensation based upon collective/team performance results.

2. **ELIGIBILITY**

All full-time and part-time regular hourly employees are eligible to receive an award if they are on a TPA Team for 30 calendar days or more. Employees on other Incentive plans are not eligible, i.e., BSC, Retail, Operator Services.

3. **AWARDS**

Awards are based on performance toward objectives over the period of a calendar year. An award amount is determined for the applicable calendar year, a percentage of which may be earned by eligible employees, depending on team performance during that calendar year. The payout ranges from 0% to 120% of an established target.

The range of the Team Performance Award payout is as follows:

Plan Year	Target Award*			Payable 1 st Quarter
	Min	Target	Max	
2002	0%	4%	120%	2003
2003	0%	4%	120%	2004
2004	0%	4%	120%	2005
2005	0%	4%	120%	2006

* Range is from 0% to 120% based on achievement of objectives.

The payout percentage is applied to an employee's **highest hourly basic rate of pay during the 26 pay periods of the calendar year.**

Employees transferring between teams shall have their award prorated according to the time on each team.

In the event of reorganization which results in employees changing teams, awards shall be prorated based upon each team's performance.

An employee who resigns, is laid off, terminated, dies or retires during the calendar year is eligible for a prorated Team Performance Award if all other eligibility requirements have been met. *

*** In case of Termination for Cause the individual situation will be reviewed to determine if the individual is eligible for an award.**

*** Temporary and seasonal employees are eligible for a prorated Team Performance Award if all other eligibility requirements are met.**

Employees on approved military leave of absence who have one year or more service will be given full wage credit up to three months toward the Team Performance Award. Employees on any other unpaid leave will have cumulative leave time excluded from award computation.

4. **TIME OFF FOR UNION ACTIVITIES**

Excused time off for union activity will be counted as time worked when computing Team Performance Awards.

5. **BENEFITS TREATMENT**

Team Performance Award payments are recognized in the calculation of Pension Plan benefits, Group Life Insurance, and the GTE Hourly Savings Plan. Such payments will be applicable in the year payment is received. This is in accordance with benefit plan definitions.

All other benefits are in accordance with the collective bargaining agreement and are based on rates shown in the hourly wage schedules.

6. **TAXES, PERSONAL ALLOTMENT**

Deductions for federal, state, and local tax liabilities will be made in accordance with lump sum distribution tax laws.

Personal allotments such as savings bonds and United Way contributions will not be made.

7. **OVERTIME**

The Team Performance Award payouts are for hours worked and must be included in overtime payments.

The overtime payment will be calculated as follows:

The Team Performance Award payout divided by the total hours worked equals the award hourly rate. This rate is then multiplied times .5 x number of overtime hours in the same calendar year for which the Team Performance Award was paid. The result of this calculation is the award overtime payment due the employee.

EXAMPLE:

Team Performance Award	\$500
divided by	
Total Hours Worked	1,880
equals	
Award Hourly Rate	\$0.2659
times	
Overtime Rate (1/2)	.5
equals	
Hourly Overtime Rate of Pay	\$0.1329
times	
Total Overtime Hours	100
equals	
Award Overtime Payment	\$13.29

The overtime-incentive payment is not included in benefit plan calculations.

A Team Performance Award overtime payment will be included in the award payout.

8. **OBJECTIVES/MEASURES**

All hourly employees normally will be assigned to teams based on their functional area of responsibility. Teams may consist of a few employees or many.

Each team will be given a set of objectives linked to, but not limited to, one or more of these performances areas:

Quality/Value of services delivered
Productivity
Expense Budget
Revenue

Teams that satisfy a minimum level of performance will receive an incentive payment. If that minimum level of performance is exceeded, the incentive payment will be larger. Each member of a team will receive the same percentage of target award that the team achieved. An example would be as follows.

<u>Level of Performance</u>	<u>Percentage of Target Award</u>
Below Minimum	0%
Minimum to Target	10 - 99%
Target	100%
Over Target to Maximum	101 - 120%

9. The Company reserves the right to establish objectives and determine performance results. The objectives, the performance results, or any part of the Team Performance Award shall not be subject to the grievance or arbitration provisions of the collective bargaining agreement.
10. Prior to the announcement of objectives and performance targets for the applicable year, company representatives will meet with Union representatives to review the rationale for such objectives and targets.

11. **MODIFICATION OF THE TEAM PERFORMANCE PLAN**

Verizon may at any time modify, in part or in whole, the Team Performance Award Plan. Any modification shall not affect awards already earned under this plan. The Company reserves the right to modify team structure as may be necessary.

12. **TERMINATION OF THE TEAM PERFORMANCE PLAN**

The suspension or termination must be by mutual agreement of the parties.

13. **UNION DUES**

Union dues will not be deducted from the Team Performance Award.

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

TESTS

1. Verizon Northwest Inc. agrees to establish tests as it deems appropriate to assist in the determination of job applicant qualifications relevant to selected job classifications.
2. The form, content, and administration of such tests shall be at the sole discretion of the Company and shall not be subject to the grievance or arbitration provisions of the labor agreement.
3. Each test shall be implemented as soon as administratively feasible following development of the test, and such tests shall conform to applicable legal guidelines.
4. Tests may be used as part of the candidate evaluation process.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

UNION LEAVE OF ABSENCE

WHEREAS former Verizon/Local 89 I.B.E.W. bargaining unit employees have become full-time employees of the I.B.E.W. or its local affiliates:

WHEREAS the treatment of such I.B.E.W. employees for Verizon/GTE pension benefit credit varies both among former GTE/I.B.E.W. bargaining units and between I.B.E.W. and local affiliate employment; and

WHEREAS other employers in Verizon's industry permit similarly situated employees greater pension benefits credit than does Verizon/GTE:

NOW THEREFORE VERIZON NORTHWEST INC. AND LOCAL 89 I.B.E.W. agree as follows:

1. Any full-time employee of Verizon Northwest Inc. who becomes a full-time employee of either I.B.E.W. or an I.B.E.W. local affiliate (a "Verizon/GTE-Union employee") shall be entitled to be on leave of absence status from Verizon/GTE. While on such leave status, the Verizon/GTE-Union employee shall continue to accumulate seniority and shall retain return rights to the bargaining unit.
2. While on leave of absence status, a Verizon/GTE-Union employee shall accrue Accredited Service under the Verizon/GTE Pension Plan in which the employee actively participated while a bargaining unit employee until either:
 - (a) The Verizon/GTE-Union employee ends his/her full-time employment with the I.B.E.W. or a local affiliate; or
 - (b) The Verizon/GTE-Union employee retires from Verizon/GTE or otherwise affirmatively relinquishes his/her leave of absence; or
 - (c) The aggregate length of all such leaves of absence equals fifteen (15) years.

Continued (Union Leave of Absence)

- (i) Effective January 1, 2003, the aggregate length of all such leaves of absence equals eighteen (18) years.
 - (ii) Effective January 1, 2005, the aggregate length of all such leaves of absence equals twenty (20) years.
3. In the event that any court of competent jurisdiction finds this Agreement to be unlawful, it shall be null and void as of the date of its execution, but Verizon/GTE and Local 89 I.B.E.W. will immediately negotiate in good faith to provide the most equivalent lawful benefit for Verizon/GTE-Union employees.
4. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of agreement shall also terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

VACATION DONATION - TRIAL

The Company and the Union agree to permit employees, on a trial basis, to donate their vacation time to their coworkers subject to the following guidelines:

1. The need to receive donated vacation time must be related to the catastrophic illness or injury of the employee or a member of their immediate family as defined in Section 16.7 or due to an unexpected dire situation.
2. Employees must exhaust all eligible paid time prior to utilizing donated vacation.
3. The maximum number of donated vacation days an employee can receive is twenty (20) days, unless expanded by mutual agreement.
4. Each employee may donate up to five (5) vacation days. Donating employees must be from the same department as the receiving employee.
5. Once the Company determines that an employee's situation qualifies to receive donated vacation, the Department Manager and local Union Representative will let employees know about the option to donate a vacation day to their coworker. The situation should be handled as discreetly as possible to avoid embarrassment to the employee in need and to avoid coworkers feeling obligated to donate their time.
6. The employee in need cannot personally solicit other employees to donate their vacation.
7. None of the provisions of this agreement are subject to the grievance or arbitration process.
8. This agreement can be cancelled by either party with 30 days' notice.

This Agreement is effective May 19, 2002, and shall remain in effect up to and including May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

VISION PLAN

1. Verizon Northwest Inc. and Local 89 I.B.E.W. agree to implement the provisions of the Vision Plan set forth in this Memorandum of Agreement. The effective date of the Vision Plan will be January 1, 2003.
2. For a summary of details, refer to the attachment entitled Vision Plan Highlights.
3. Some of the major provisions include:
 - No annual deductible
 - Eye exam every twelve months
 - One pair of prescription eyeglasses or contact lenses every 24 months
4. Employees eligible to participate in the Company-sponsored Indemnity Medical Plan are automatically enrolled in the Vision Plan.
5. The cost of the Vision Plan coverage will be paid by the Company.
6. The amount and availability of benefits under the Vision Plan are governed by the provisions of the Plan and the insurance contract. Any benefits received will be determined under the terms of the Plan in effect at the time eligible employees receive the benefits in question. The operation and administration of the Vision Plan, selection of the insurance carrier, eligibility for the benefits, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving Vision Plan terms, conditions, interpretation, administration or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedures set forth in the Collective Bargaining Agreement.

7. This Memorandum of Agreement is effective on May 19, 2002, and shall expire on May 28, 2005. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the Vision Plan, shall terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

VISION PLAN HIGHLIGHTS

Feature	Participating Provider	Non-participating Provider
Annual Deductible	None	None
Eye Exam (Once every 12 months)	You pay the network provider a \$25 co-payment. No claim filing is required.	You pay the expense in full and file a claim with Davis Vision. The Plan reimburses you up to \$25.
Lenses and Frames (Once every 24 months)*	You pay the network provider a \$75 co-payment for lenses and frames or \$37.50 for just lenses or frames.	You pay the expense in full and file a claim with Davis Vision. The Plan reimburses you up to \$25 for lenses and \$25 for frames for a maximum reimbursement of \$50.
Contact Lenses (Once every 24 months)*	You pay nothing for standard-wear, soft, daily-wear, or disposable contact lenses. Discounts available for replacement lenses.	You pay the expense in full and file a claim with Davis Vision. The Plan reimburses you up to \$50.
Laser Vision Correction	Discounts available.	No discounts available.
* Limited to one pair of prescription eyeglasses or one pair of prescription contact lenses every 24 months.		

Additional Provisions

- Two or more opticians, optometrists, or ophthalmologists within twenty (20) miles of the employee's home.
- Employees that have no provider within twenty (20) miles can use the Out-of-Area Provision.

Out-of-Area Provisions

Steps to find an Out-of-Area Provider:

1. Call Davis Vision when ready to schedule an appointment for services. The number for Davis Vision can be obtained from the Verizon Benefits Center.
2. Ask the Member Service Associate to locate a non-participating provider (NPP) or give them the name and address of a local provider.
3. Davis Vision will contact the provider to arrange in-network vision care services for you and will contact you with an authorization to receive your services.
4. Employee will receive the participating provider benefits.

Professional Provider Services

Standards of care for eye examinations are entirely consistent with those established by State Departments of Health and include preventive eye care with glaucoma testing, refractive care and the prescribing of eyeglasses.

Each patient receives a comprehensive eye examination with a preferred optometrist or ophthalmologist which includes the following components:

- Case History – chief complaint, eye and vision history, medical history
- Entrance distance acuities
- External ocular evaluation including slit lamp examination
- Internal ocular examination inclusive of dilated fundus evaluation
- Tonometry
- Distance refraction – objective and subjective
- Binocular coordination and ocular motility evaluation
- Evaluation of pupillary function
- Biomicroscopy
- Gross visual fields
- Assessment and plan
- Patient education
- Form completion – school, motor vehicle, etc.

All of these components are fully within the education, training and scope of licensure for both optometrists and ophthalmologists.

MEMORANDUM OF AGREEMENT
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

**VOLUNTARY EMPLOYEES BENEFICIARY ASSOCIATION
(VEBA)**

Verizon Northwest Inc. (hereinafter referred to as the Company) and Local 89 I.B.E.W. (hereinafter referred to as the Union) hereby mutually agree to the establishment of an Internal Revenue Code Section 501 (c) (9) trust (also known as Voluntary Employees Beneficiary Association trust) to provide for the payment of medical or other permissible welfare benefits and administrative service costs ("Retiree Medical Benefits") for eligible employees who retire between May 26, 1996, and May 28, 2005, with a service or disability pension under the GTE Northwest Incorporated Plan for Hourly Paid Employees' Pensions and their beneficiaries (hereinafter referred to as the Eligible Participants). This trust is being established to provide benefit security for the term of this Memorandum of Agreement.

1. The funding and operation of this trust will be determined by the Company based on reasonable financial standards (and where applicable, regulatory approval for recovery).
2. The Company agrees that funds placed into this trust will be used exclusively to pay for the benefits and administrative costs described below or for any other purpose permitted by law.
3. Effective July 1, 1997, the level and type of Retiree Medical Benefits for the Eligible Participants shall be governed by the RETIREE OPTIONS Summary Plan Description, which may be amended or discontinued by the Company at its discretion subject to paragraph 8 below.
4. In order to receive Retiree Medical Benefits, the retiree must pay a percentage of the Retiree Medical premium ("Retiree Contribution Percentage"). Similarly, the Company will pay a percentage of the premium ("Company Contribution Percentage"), subject to Section 5 below. During the term of this Memorandum of Agreement, the Company and Retiree Contribution Percentages will be based on the following contribution schedule:

A. Eligible employees not covered by Medicare:

<u>Age at Retirement</u>	<u>Company Contribution Percentage</u>	<u>Retiree Contribution Percentage</u>
--------------------------	--	--

May 26, 1996, to June 30, 1997:

Less than 60	0%	100%
60 through 65 (for retiree or retiree plus one dependent)	95%	5%

Effective July 1, 1997, eligible participants will have the following schedule:

Less than 60	0%	100%
60 through 65 (for retiree or retiree plus one dependent)	100%	0%

B. Eligible participants who are Medicare-covered retirees (per eligible life):

<u>Years of Accredited Service at Retirement</u>	<u>Retiree Contribution Percentage (of Medicare Supplement Premium)</u>
--	---

Less than 10	100%
10 through 14	80%
15 through 19	60%
20 through 24	40%
25 through 29	20%
30 and over	10%

C. Effective July 1, 1997, eligible participants who are Medicare-covered retirees (per eligible life) will contribute \$15.00 per month.

Note: Retirees and covered dependents independently move to the Retiree Contribution Percentage of the Medicare Supplement Premium when they become Medicare eligible.

D. For eligible employees who retire between January 1, 2003, and May 28, 2005:

<u>Years of Accredited Service at Retirement</u>	<u>Company Contribution Percentage</u>	<u>Retiree Contribution Percentage</u>
Less than 10	0	100
10 through 14	20	80
15 through 19	40	60
20 through 24	60	40
25 through 29	80	20
30 and over	90	10

5.

- (a) The Company shall determine the cost of providing Retiree Medical Coverage ("Retiree Medical Benefits Premiums"). Further, it is the Company's intention to cap the amount it pays toward such Retiree Medical Benefits Premiums for employees who retire on or after July 1, 1997.
- (b) When the Retiree Medical Benefits Premiums for the \$350 deductible coverage option under RETIREE OPTIONS reach the figures set forth in the chart below ("Capped Retiree Medical Benefits Premiums"), the Company Contribution Amount shall be capped and the Company shall make no additional contributions towards Retiree Medical Benefits Premiums.

<u>Coverage Category</u>	<u>Capped Retiree Medical Benefits Premium</u>
Retiree only (primary coverage)	\$ 6,314
Retiree plus one dependant coverage	\$12,628
Family coverage	\$14,144
Medicare covered Retiree (per eligible life)	\$ 1,642

- (c) The Maximum Company Contribution Amount applicable to each Coverage Category shall be determined by multiplying the applicable Company Contribution Percentage times the Capped Retiree Medical Benefits Premium as set forth above for that coverage.

The applicable Maximum Company Contribution Amount shall not increase when the Retiree Medical Benefits Premium exceeds the amount set forth in the chart above.

6. In order to receive Retiree Medical Benefits, the retiree must pay the Company the amount the Retiree Medical Premium exceeds the Company Contribution Amount as described in paragraphs 4 and 5 above ("Retiree Contribution Amount"). When the Retiree Medical Benefits Premium reaches or exceeds the Capped Retiree Medical Benefit Premium, the retiree must pay the Company the amount the Retiree Medical Benefits Premium exceeds the Maximum Company Contribution Amount.
7. The Capped Retiree Medical Benefits Premium and the Maximum Company Contribution Amount set forth in paragraph 5 above is based upon the \$350 deductible coverage option. If the retiree elects the \$150 deductible coverage option, the Retiree Contribution Amount will increase by the amount the \$150 deductible coverage option exceeds the \$350 deductible coverage option. If the retiree elects the \$1000 deductible coverage option, the Retiree Contribution amount will decrease by the amount the \$1000 deductible coverage option is less than the \$350 deductible coverage option (not to exceed zero). When the Retiree Medical Benefit Premiums for the \$350 deductible coverage option reach the amounts set forth in the chart in paragraph 5, the Company Contribution Amount for all coverage options, including the \$150 and \$1000 deductible coverage options, shall be capped at that time and the Company shall make no additional contributions toward Retiree Medical Benefits.
8. The Company agrees to notify the Union and to discuss its actions should the Company determine that the funding or operation of the trust and/or applicable sections of this Memorandum of Agreement, other than pooling of claims experience and those sections relating to the level and type of Retiree Medical Benefits, need to be modified or rescinded prior to the expiration of the Articles of Agreement. This notification will take place, in writing, within fifteen calendar days prior to the date of modification or rescission.

This notification will specify the cause for and affect of this action. If the parties are unable to reach agreement on such changes, the funding or operation of the trust and/or applicable sections of this Memorandum of Agreement, other than pooling of claims experience and those sections relating to the level and type of Retiree Medical Benefits, will be modified or rescinded at the Company's discretion.

9. The funding and operation of the trust; the level and administration of the Retiree Medical Benefits; amount or cost of premiums; premium pricing mechanisms; the attainment of the Maximum Company Contribution Amount; the selection of the claims administrator, alternate health carrier or insurance carrier; eligibility for the benefits; all terms and conditions related hereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.
10. This Memorandum of Agreement is effective on May 19, 2002, and shall be in effect for the duration of this Agreement. The parties specifically agree that this Memorandum of Agreement, the Retiree Medical Benefits described herein, and the terms and conditions set forth in this Memorandum of Agreement relating to Retiree Medical Benefits, including but not limited to the Maximum Company Contribution Amount and the level and type of Retiree Medical Benefits shall terminate on May 28, 2005, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

LETTER OF UNDERSTANDING
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

CHRISTMAS EVE PERSONAL HOLIDAY

The parties mutually recognize that the majority of the employees desire to take Christmas Eve as a personal holiday. The 2001 data indicated activity levels for Christmas Eve were below normal. For the purpose of promoting harmony and partnership between the parties, a pilot program shall be established to endeavor to allow a minimum of fifty percent (50%) of a workgroup to take Christmas Eve as a personal holiday. This pilot program shall be utilized by workgroups who have not scheduled fifty percent (50%) off on Christmas Eve.

By September 2 of each year, any employee(s) with remaining personal holiday(s) who desires Christmas Eve as a personal holiday shall notify his/her supervisor or designee in writing. By September 15 supervision will notify employees who will receive Christmas Eve off.

The pilot team shall consist of at least two representatives from management and the Union. The success of this pilot program will be evaluated for purposes of usage for future years.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

LETTER OF UNDERSTANDING
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

**PART-TIME ACCREDITED SERVICE
FOR VACATION, SICK, AND SERVICE AWARDS**

For regular part-time employees on active payroll as of September 23, 1996, Verizon Northwest Inc. will not adjust the employee's existing accredited service, except for pension purposes, until a status change to regular full-time employment occurs.

Accredited service for part-time employees hired after September 23, 1996, shall be established as defined by the provisions of the pension plan.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

LETTER OF UNDERSTANDING
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

**STRUCTURED CABLING TECHNICIANS
BID JOBS**

The parties mutually recognize that employees holding the Structured Cabling Technician classification are often required to fulfill unique responsibilities depending on the requirements of varying "bid jobs" in and out of franchise. Therefore, the following shall apply.

1. Travel time and expense for a Structured Cabling Technician who is reporting to a project [bid job] within the Northwest Region will be as follows:
 - a. Mileage will be based on the one-way highway distance by direct and reasonable routes between the employee's permanent headquarters and temporary headquarters. Only one (1) expense allowance payment shall be paid for any twenty-four (24) hour period beginning at 12:00 a.m.
 - b. An employee will be paid travel time after traveling in excess of sixty (60) miles measured from his/her permanent headquarters.
 - c. The expense allowance below is in lieu of lodging, meals, travel time (except as identified in "b" above), and any other incidental expenses incurred.

<u>Distance (Miles) from Permanent Headquarters to Temporary Headquarters</u>	<u>Expense Allowance</u>
0 through 40.9	0
41 through 64.9	\$22.50/day
65 and over (includes overnight stay)	\$95.00/day

2. A Structured Cabling Technician who is reporting to a project [bid job] outside of the Northwest Region must identify to management before departing which of the following options his/her travel will be under:

Continued (Structured Cabling Technicians – Bid Jobs)

- I. Out-of-pocket Expenses
 - a. Lodging
 - b. Meals – with receipts

- or -

- II. Expense Allowance:
 - a. Company-provided transportation
 - b. Lodging (receipts required)
 - c. A daily expense allowance of \$28.00

3. When a Structured Cabling Technician is not working on a project [bid job], the above expense allowances will not apply, and all other Sections of Article 22 are applicable.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

LETTER OF UNDERSTANDING
between
VERIZON NORTHWEST INC.
and
LOCAL 89 I.B.E.W.

WAGE SCHEDULE CHANGES

The classification of Administration Specialist will be unfrozen and moved from Wage Schedule 6 to Wage Schedule 4 effective May 19, 2002. The classification of Line Assigner-Complex will be moved from Wage Schedule 6 to Wage Schedule 5 effective May 19, 2002. Employees holding these classifications as of May 19, 2002, will be "red-lined" in those job titles. They will receive no general wage increases until their current wages come into line with the new Wage Schedules. They will, however, receive equivalent lump sum payments as follows:

- a. The first one will be made as soon as administratively possible following ratification.
- b. May 18, 2003
- c. November 16, 2003
(Line Assigners-Complex will receive 1.5% lump sum and .5% GWI)
- d. May 16, 2004
- e. November 14, 2004

The lump sum payments will be based on the 48-month step in effect on the dates above. All applicable taxes and appropriate deductions will be taken from these payments.

Verizon Northwest Inc.

Local 89 I.B.E.W.

Fonda Downs
Senior Staff Cslt – LR

Ray Egelhoff
Business Mgr/Financial Secretary

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Everett, WA 98201