

K#5778

# CONTRACT

Between

**Western Union Financial Services Inc.**

and

**Communications Workers of America  
(AFL-CIO)**

44107

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**August 7, 2000 -**  
August August 6 2004



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# **CONTRACT**

**Between**

**Western Union Financial Services Inc.**

**and**

**Communications Workers of America**

**(AFL-CIO)**

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**August 7, 2000**

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**Contract between  
WESTERN UNION FINANCIAL SERVICES, INC.  
and  
COMMUNICATIONS WORKERS OF AMERICA  
(AFL-CIO)**

**PREAMBLE**

This Contract is made by and between Western Union Financial Services, Inc. (hereinafter referred to as the "Company") and Communications Workers of America (AFL-CIO) (hereinafter referred to as the "Union"). This Contract is binding upon both parties and their successors and assigns, but its terms will apply only to those employees identified by Article 1.01, unless extended by mutual agreement of the parties.

The provisions of this agreement shall be binding upon the Union and the Company and its successors and assigns: and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer or assignment of the Company of any or all of its property, or affected or changed in any respect by any change in legal status, ownership or management of the Company.

The Company shall give notice of the existence of this contract to any proposed purchaser, transferee or assignee.

The parties hereto agree with each other as follows:

**ARTICLE 1**

**Representation and Recognition**

**GENERAL**

1.01 The Union having been certified by the National Labor Relations Board as the sole collective bargaining agency for the employees in the bargaining unit defined by the National Labor Relations Board in Case No. 17-R-742, as amended by the parties, is hereby recognized by the Company as the sole and exclusive bargaining representative for all such employees in respect to rates of pay, wages, hours of employment and other conditions of employment.

**ARTICLE 2**

**Union Company Relations**

**GENERAL**

2.01 The management of the Company's business, the assignment of the work, and the direction of the working forces, including the right to hire, are vested in the Company except as otherwise provided in this Contract.

2.02 (a) There shall be no discrimination, interference, restraint, or coercion by the Company or any of its agents against any employee because of his membership in the Union or because of any lawful activities in behalf of the Union.

(b) The Company will not inhibit or prevent representatives of the Union from entering Company premises and communicating with Company employees, so long as this does not interfere with the reasonable and orderly operation of the Company business. In the event of a dispute between Local Union and Management representatives over a question of alleged interference with operations, the Union official will withdraw and refer the dispute to the Union's National representative who will handle it under the terms of the grievance procedure of this Contract.

2.03 The Company and the Union agree that the provisions of this Agreement shall apply to all employees covered by the Agreement without discrimination, and in carrying out their respective obligations under this Agreement neither will discriminate against any employee on account of race color, creed, national origin, sex or age.

2.04 Wherever in this Agreement the words "he" or "his", or their related pronouns may appear, either as words or parts of words, they are used in their generic sense, inclusive of both male and female sexes.

**ARTICLE 3  
Union Security**

**GENERAL**

3.01 The Company agrees to furnish each new and re-engaged employee within the bargaining unit, upon his hiring, a statement reading:

"Communications Workers of America (AFL-CIO) is the sole collective bargaining agency for all employees at this office with respect to rates of pay, wages, hours of work and other conditions of employment. The Company and the Union have made a union security agreement including an agency shop, and you may apply for membership in the Union by signing an application for membership. These applications may be obtained from

.....  
New or re-engaged employees are invited to sign such application.

"New or re-engaged employees who have not become members of the Union within 30 days of hiring or re-employment must, as a condition of employment or continued employment, pay or tender to the Union sums equal to the periodic dues (not including initiation fees, fines, or assessments) uniformly required as a condition of acquiring or retaining membership. It is understood that the Company will, on demand of the Union, discharge any employee who fails to tender the periodic dues if he becomes a member of the Union, or sums equal thereto in cases of non-members.

"The Local of Communications Workers of America representing the employees at this office is (number of local, address, and telephone number).

"The dues are payable (monthly) (quarterly) (weekly) in advance for each of such periods and are due on the first day of each such period, and amount to \$ .....for each such period."

Such statements shall be furnished to the Company by the Union.

3.02 To the extent permitted by applicable law and to the extent that Union members within the bargaining unit properly and lawfully authorize the Company to do so, the Company will deduct from the wages due Union members (including Union members who are receiving sick benefits) and pay to the proper officers of the Union all dues (but not including fines) owing to the Union from said members.

3.03 To the extent permitted by applicable law, the Company will deduct from the wages of non-Union employees within the bargaining unit and pay to the proper officers of the Union amounts equal to the uniform periodic membership dues paid by Union members which would be payable by such non-Union employees if they were Union members (but not including in said amounts sums equivalent to initiation fees, assessments or fines).

3.04 The Company and the Local Union officers shall work out a mutually satisfactory arrangement by which the Company will furnish to the Union the information indicating that the purposes of Sections 3.02 and 3.03 of this Article are effected.

3.05 (a) The Company will furnish new or re-engaged employees with dues deduction authorization forms unless requested by the Union not to do so. In those Locals where such a request is made, a new or re-engaged employee who has not become a Union member will, on his request, be furnished a non-member dues deduction authorization form by the Union.

(b) The text of the dues deduction (or equivalent) authorization forms agreed upon by the Union and the Company at the national level shall continue to be the only authorized forms which may be used in authorizing deduction of dues or the equivalent thereof. Upon request of the applicable Local Union, the Company will agree to a joint review of signed dues deduction authorization forms on file with the Company for the purpose of eliminating non-standard forms.

3.06 The Company will furnish the Union with the name, home address and title of all new employees within seven days (ten days in Plant migratory crews) after employment. If the employee is released during the probationary period, the Union will be notified promptly in writing. The Company will furnish the Union at the National level address changes of all CWA bargaining unit employees on a monthly basis.

3.07 The Local Union will submit to the Company for each appropriate pay-roll unit not later than one week prior to each calendar month, in those locals where dues are collected monthly, or one week prior to each calendar year quarter, in those locals where dues are collected quarterly, or two weeks prior to each calendar week in those locals where dues are collected weekly, a statement of the applicable schedule of Union dues (but not including fines), owed by employees. Where quarterly deductions are made a supplemental statement may be submitted in the fifth week of each calendar year quarter. In the computation of dues a fraction of a calendar month which is half or more shall count as a month, and any fraction less than half shall be disregarded. Upon request of the Local Union, dues deduction may be quarterly, monthly or weekly. At the request of the Local Union initiation fees will be deducted in installments as specified in the regular or supplemental dues deduction statement but not to exceed four installments. Dues deductions will also be made from vacation pay based on lists furnished by the Local Union and such lists shall be submitted sufficiently in advance to accomplish such deductions. The Company will remit dues collections promptly to the Union but where deductions are made weekly, remittance to the Union will be made once a month not later than the 10th of the month following collection.

3.08 Subject to the qualifications hereinabove set forth, the Company shall, in the case of Union members and non-Union employees detailed to other offices, effect collection of dues from Union members, and amounts equal to dues from non-Union employees from home local statements.

3.09 (a) All employees who are presently members of the Union, or those who hereafter join the Union, shall be required to maintain their Union membership as a condition of continued employment.

(b) All employees who are not members of the Union and new or re-engaged employees who have not become members of the Union within thirty days of hiring or re-employment, shall, as a condition of employment or continued employment, pay or tender to the Union the periodic dues uniformly required as a condition of acquiring or retaining membership, or the equivalent thereof.

(c) When an employee fails to pay or make timely tender of uniform periodic membership dues or the equivalent thereof to the Union and the Union notifies the Company in writing of such failure, the Company shall discharge such employee unless he has paid such dues or the equivalent thereof within seven days after the Company receives the notice. If an employee fails to pay or make timely tender of such dues or the equivalent thereof a second time within any calendar year, the Company will discharge such employee immediately after receiving written notice from the Union of such failure. The requirements of this paragraph shall also include the payment of uniform initiation fees in the case of Union members.

(d) Except for those employees who have signed or do sign dues deduction authorizations, "timely tender" as used in the foregoing shall mean that dues or the equivalent thereof shall be paid or tendered to the Union monthly in advance on or before the first day of the month in those Locals where dues are collected monthly, or quarterly in advance on or before the first day of the first month of the quarter in those Locals where dues are collected quarterly. New or re-engaged employees shall pay or tender to the Union the first month's or first quarter's dues or the equivalent thereof on or before the thirty-first day after employment. The payment of dues or the equivalent thereof by those employees who have signed or do sign dues deduction authorization forms shall continue to be deducted from their pay and paid to the Union in accordance with the procedure described above.

3.10 If any provisions of law prevent the effectuation of any part of the Union Security Clause, the parties will give consideration to making revisions herein to effect its general purpose and to conform with the appropriate provisions of applicable law.

3.11 The Company agrees to initiate automatic payroll deductions for employees who wish to contribute voluntarily to the Committee On Political Education (COPE). The minimum weekly contribution shall be 25 cents.

**ARTICLE 4**  
**Grievance Procedure**

**GENERAL**

4.01 The Company agrees to excuse authorized Union Representatives with pay (regular basic wage rate) to conduct Union business in connection with the administration of this Contract, subject to an annual cap of \$25,000.

4.02 The Company agrees to meet promptly with the representative or representatives of the Union for the purpose of settlement of any dispute or grievance. After a grievance has been filed with the Company, the Company shall not discuss any phase of the grievance with the employee except in the presence of a Union representative. Local grievances must be presented to the Company within ninety (90) days of the alleged violation. Grievances appealed to the Division level must be filed within sixty (60) days of the date of the last correspondence at the local level unless the period is extended by mutual consent. Grievances appealed to the National level must be filed within sixty (60) days of the date of the last correspondence at the Division level unless the period is extended by mutual consent. Grievances concerning rates of pay, seniority dates and where a clerical error is involved, are not subject to the foregoing time limits.

4.03 Grievances shall first be handled with the appropriate head of the local department or the district in which the grievance occurs, except that in the Home Office the grievance shall be first handled with such person as may be designated by the Company for the purpose. The decision on a grievance shall be given within seven days, exclusive of Sunday (within fifteen days in the districts and in the Plant Department where the facts cannot be developed locally), after receipt of the grievance unless the period is extended by mutual consent. At the request of either party the submission of the grievance, and the reply thereto, shall be in writing.

4.04 In the event that satisfactory adjustment of a grievance is not resolved in the first step as above, the grievance may be appealed by the designated representatives of the Union to the Director, Labor Relations. At the request of either party the submission of the grievance, and the reply thereto, shall be in writing. The decision of the Director, Labor Relations shall be given within fifteen days after receipt of the grievance, and the reply thereto, shall be in writing. The decision of the Director, Labor Relations shall be given within fifteen days after receipt of the grievance appeal unless the period is extended by mutual consent.

4.05 In the event that a satisfactory solution is not reached through the procedure outlined above, the grievance may be submitted by the designated representatives of the Union for the purpose of a review to the Director, Labor Relations of the Company who will give his decision within twenty days after the receipt of the request for review unless the period is extended by mutual consent. In the event that this decisions is unsatisfactory to the Union, the matter may be handled in accordance with the arbitration provisions of this Contract.

**ARTICLE 5**  
**Arbitration**

**GENERAL**

5.01 As the final step in the grievance procedure, described in Article 4, all grievances arising out of interpretation or application of this Contract shall be submitted to final and binding arbitration, provided written notice of demand for arbitration shall be served on the Company by the Union within thirty days (unless the period is extended by mutual consent) after the final written decision of the Company on the grievance has been received by the Union.

5.02 All other disputes between the Union and the Company based upon alleged contract violations arising out of interpretation or application of this Contract shall be submitted to final and binding arbitration provided that written notice of demand for arbitration shall be served on the other party within thirty days after the party desiring arbitration has received a final written denial of its claim or interpretation. The parties agree that an acceptance or final denial of such written claim or interpretation must be served upon the other party within twenty days after receipt of the written claim or charge of contract violation. The thirty day period shall begin upon receipt of such denial, or at the expiration of the twenty-day period, whichever occurs sooner. Failure to reply in writing within the twenty-day period shall be deemed a denial as of the twentieth day.

5.03 The parties agree to acknowledge demands for arbitration within forty-eight hours of receipt of the demand (excluding Saturdays, Sundays and holidays). If, in accordance with the provisions of this Article, demand is made upon the Company for arbitration, such demand shall be null and void unless a demand for arbitration relating thereto is filed with the American Arbitration Association within three months from the date of the making of demand on the Company.

5.04 Arbitration shall be by a single arbitrator selected for the particular case or cases as follows:

(a) By written agreement of the parties; or

(b) If the parties fail to agree within fifteen days from the date of receipt of the demand for arbitration, then by the American Arbitration Association, New York, New York, in accordance with its usual procedures with respect to the designation of an arbitrator.

5.05 Arbitrations will be generally held in the city in which the grievance occurred. However, by mutual agreement, the parties may hold the arbitration in another city.

5.06 The fees and expenses of the arbitrator shall be shared equally by the Union and the Company.

5.07 Any grievance, claim, dispute, or violation of Contract, which came into existence or arose prior to the effective date of this Contract shall not be subject to the arbitration provisions hereof. Any arbitrator acting under this Contract shall have no power or authority to render any award which shall find or grant any interpretations, rights or damages for any period prior to the effective date of this Contract.

5.08 A decision of the arbitrator as to the arbitrability of any matter within Sections 5.01 or 5.02 of this Article shall be final and binding on the parties. It is expressly agreed that the arbitrator shall have no authority to alter, modify, or vary, any of the terms and conditions of this Contract; and any award of the arbitrator must be consistent with and based upon this Contract.

5.09 The parties agree that all arbitration hereunder shall be conducted under the applicable Voluntary Labor Arbitration Rules, then obtaining, of the American Arbitration Association, except as otherwise specifically provided in this Contract.

5.10 Any award of the arbitrator may be modified or rejected by mutual written agreement of both parties.

5.11 Each award of the arbitrator shall be accompanied by a written opinion explaining the basis for the award, unless the parties jointly and in writing waive such opinion.

5.12 In any arbitration hereunder, if either party presents the written award and opinion of an arbitrator rendered in a previous arbitration under the Contract, and claims that such award and opinion are decisive of the issues in the pending case, the arbitrator is empowered to determine the applicability of such award and opinion to the pending issues. If he determines that the pending matter involves the same issues of fact, law and contract principles, then such prior award and opinion shall be controlling on the same questions of principal and interpretations of Contract.

5.13 Any award rendered by an arbitrator pursuant to the Contract shall not create rights paramount or contrary to the provisions of any subsequent Contract executed by the parties.

5.14 (a) All grievances may be handled through Expedited Arbitration, by mutual agreement, once they have been processed through the grievance procedure, pursuant to Article 4 of the Contract. The time limit for demanding Expedited Arbitration will be the same as regular arbitration, pursuant to the Contract.

(b) The Union shall be represented by a Union designated representative. The Company shall be represented by the Director of Labor Relations or his designated representative. Attorneys will not be used at the hearing by either the Company or the Union.

(c) The hearing shall be informal and there shall be no formal rules of evidence. There shall be no transcripts or post hearing briefs.

(d) The decision of the Arbitrator shall be final and binding, but cannot be used as a precedent in any stage of future grievance or arbitration procedures.

(e) The expense of the Arbitrator and the hearing room shall be equally divided between the Union and the Company.

(f) A list of Expedited Arbitration arbitrators shall be agreed to by both parties for the sole purpose of selecting arbitrators for Expedited Arbitration cases. The Federal Mediation and Conciliation Service and/or the American Arbitration Association will be considered to establish such a list.

(g) The Arbitrator may issue a bench award at the hearing but in any event shall render a written award to the parties within five (5) days, excluding Saturdays, Sundays and holidays. The award shall be based on the facts presented to the Arbitrator at the hearing and may include a brief written explanation of the basis for such conclusion.

(h) The Arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before him by the representatives of the parties. In all respects the Arbitrator shall assure that the hearing is a fair one. The Arbitrator is not empowered to perform the functions of either advocate and shall restrict any questions to matters presented as evidence by either party.

## **ARTICLE 6**

### **Discipline**

#### **GENERAL**

6.01 No employee shall be suspended, demoted or discharged without sufficient cause or reason. When an employee is suspended, demoted or discharged by the Company, the Union will be promptly notified in writing of the action and reason therefor. The Company agrees that after the suspension, demotion or discharge of any employee, if the Union claims the employee to have been unjustly dealt with, the Company will meet promptly with the Union to determine any equities that may be involved. At the option of the Union the first step of the grievance procedure may be omitted in such cases.

## **ARTICLE 7**

### **Seniority**

#### **GENERAL**

7.01 Length of employment in a particular job classification within a major department (Finance, Commercial, Plant and Traffic) shall be known as "seniority." Seniority shall date from the day an employee was hired or last re-engaged. An employee loses his seniority when leaving one such major department to enter a position within another major department except as provided in Article 22, and Sections 7.09 and 7.17 herein-below. Seniority shall be broken by any break in company service.

7.02 The purpose of seniority is to provide a mutually declared policy of relative rights of preference in force reduction, promotions, demotions (as distinguished from force reduction), recall from force reduction, and choice of tour of duty, measured in length of seniority, and all other rights and privileges arising from seniority as herein set forth. Whenever the seniority relationship of employees cannot be determined because the applicable seniority of two or more employees is equal, the succeeding types of seniority, in the order listed in the various seniority groups described in Sections 7.19 to 7.27 shall govern. In the event that all types of seniority are equal, company service shall govern.

7.03 (a) An included employee who leaves the bargaining unit and accepts an excluded position loses his seniority in the bargaining unit. Should such an employee subsequently desire to return to the bargaining unit, the return shall be subject to mutual agreement between the Union and the Company at the Division Level and the return must be to an unfilled vacancy pursuant to Section 32.09 of the Contract. An excluded employee returning in this manner shall not be credited with any office, division, district or class-of-work seniority. He shall be credited with full Company service for all Contract purposes except selection of vacation. Such an employee shall select his vacation on the basis of Company service accrued from the date of his return.

(b) An included employee who accepts an assignment to relieve an excluded employee or to a temporary excluded position shall continue to accrue seniority in the bargaining unit but such assignment shall not exceed four months in any twelve month period. In no event shall the total period exceed four months in any twelve month period.

(c) An included employee who is promoted to an excluded position in any department shall have the right to return to his former position without loss of seniority if he so elects within 30 days following the date he is assigned to the excluded position.

7.04 An employee shall continue to accrue full seniority: (a) While on force-reduction furlough and for periods of absences on account of illness or accident disability for a period not to exceed four years.

(b) While on reduced time, military furlough, union furlough and voluntary furlough, but in the case of voluntary furlough the accrual of seniority shall be limited to not in excess of three months in any twelve consecutive months.

(c) While on maternity furlough for a period not to exceed one year.

(d) While on part time not to exceed ninety days in any twelve consecutive months, or in any one continuous period of part time if it exceeds twelve consecutive months; thereafter, seniority shall be computed in proportion to time assigned. A period of thirty days or less of full time employment following part time employment shall not serve to break the continuity of the part time employment.

(e) While absent for periods of seven days or less. Note: For treatment of Company service see Article 8.

7.05 Employees working in an equal or lower class of work as a result of force reduction shall continue to accrue seniority in the equal or higher class of work from which they were force reduced. Such accrual, however, shall cease at the expiration of thirty days from the date of recall if the employee rejects such recall to the equal or higher class of work.

7.06 An employee promoted from one class of work to another in the same office (in the same division instead of office in Plant Department) does not lose the class seniority he has acquired in the previous class of work; however, he may not exercise that seniority in the class of work to which he is promoted, but will be placed at the foot of the seniority list in the new class of work.

7.07 If an employee returns to a class of work in which he previously had seniority, he shall assume in it the seniority he had accrued in such class of work, plus that accumulated in the higher or equal class of work.

7.08 (a) When an employee moves, other than by force reduction, to a class of work in which he did not previously have seniority, he shall assume in his new class of work only the seniority he accumulated in any higher class of work.

(b) Whenever an employee, because of compelling personal reasons desires to move to another classification on an equal or lower level, the Company will before attempting to accommodate the request discuss the situation with the Union at the local level. In the event that the move cannot be accomplished without affecting the tour assignments or working conditions of other employees in the classification to which the move is proposed, the move shall not be permitted.

7.09 (a) An employee who bids on a position in a another major department and moves across departmental lines to accept such a position, but is subsequently disqualified or force reduced during the probationary period, shall return to the department and the job from which he came without loss of seniority. Whenever such employee desires to return to his former position within 30 days after he is assigned to the new position, he shall have the right to return without loss of seniority.

(b) Notwithstanding the provisions of Section 7.17, if an employee who bids on a position in another major department and moves across departmental lines to accept such a position has five years adjusted company service at the time he is awarded the position and is force reduced within

five years, he shall have the option to return to the department and job from which he came after he has exhausted his bumping rights in the department in which he is working. When an employee returns to his former department pursuant to the foregoing, he shall resume therein only the seniority he had previously accrued in that department at the time he left.

7.10 (a) When an employee is temporarily assigned (less than ninety days) from the job classification in which he is regularly employed to work, his seniority will continue to accrue in his regular job classification while he is temporarily engaged in such assignment, but he shall not accrue seniority in the temporarily assigned classification.

(b) An employee who is hired or re-engaged for a temporary position shall accrue seniority but such seniority shall not be used for bidding, bumping or recall rights while on such position. However, once the employee is appointed to, and qualifies for, a permanent position the employee will be credited with this accrued seniority and may use such seniority for all purposes.

7.11 No employee shall be transferred without his consent. Should an employee elect to transfer from one office within the bargaining unit division, in Plant and districts in Commercial) to another within the bargaining unit, within any major department, he shall be entitled to carry with him his class-of-work and office, class-of-work and division, or office class-of-work, district class-of-work, office and district, seniority, whichever applies in the major department concerned, but in no event shall such transferred seniority exceed eighteen months.

7.12 In the application of Section 7.11 above, transferred class-of-work seniority from one seniority area to another shall be determined by applying the following principles:

(a) An employee who transfers into the same class-of-work carries not to exceed eighteen months' transferred class-of-work seniority within that class.

(b) An employee who transfers into an equal class-of-work carries not to exceed eighteen months' class-of-work seniority previously acquired in any classifications on the equal level in the office from which he transferred, but such seniority shall not be added to seniority transferred in the same class.

(c) An employee who transfers into a lower class of work carries not to exceed eighteen months' transferred class-of-work seniority into the class of work to which he transfers.

(d) An employee who transfers into a higher class of work carries no transferred class-of-work seniority into the higher class-of-work to which he transfers, but carries not to exceed eighteen months' transferred class-of-work seniority into the class of work from which he transferred.

(e) An employee who transfers into the same class of work from which he is on force reduction furlough in his original office carries not to exceed eighteen months' transferred class-of-work seniority into the class of work to which he transfers.

7.13 If a transfer be temporary, for a period not exceeding six months in any twelve consecutive months (unless an extension is mutually agreed to by the Union and the Company at the top level), the employee so transferring shall not lose his seniority in the office, district or division from which he transfers, except that this limitation shall not apply to employees detailed to points outside the United States and employees detailed to training schools. An employee temporarily transferred shall carry no seniority to the office, district or division to which he temporarily transfers.

7.14 Should an employee elect within a period of six months from the date of temporary transfer (detail), or mutually agreed extension thereof, to remain in the office, district or division to which he temporarily transferred, he shall receive credit for transferred seniority not to exceed eighteen months, as of the date he elects to make the transfer permanent, whereupon he shall lose all seniority in the office, district or division from which he transferred.

7.15 No district employee shall be transferred from one office to another within a district without his consent. Should an employee elect to so transfer, his district and district class-of-work seniority shall not be disturbed. He shall be entitled to carry with him his class-of-work office and office seniority but in no event shall such transferred seniority exceed eighteen months.

7.16 Any opportunities for temporary transfers (details) shall be offered to the employees in seniority order in the office and the class of work in which the Company is seeking employees who desire such temporary transfers.

7.17 An employee on force-reduction furlough who accepts employment in another seniority area, or in a major department other than his regular department, shall accrue seniority in the department or seniority area to which he goes; in addition, unless he voluntarily elects to transfer permanently, he shall continue to accrue seniority and have recall rights in his regular department or seniority area for a period not to exceed four years from the date of the force reduction. Should such employee be recalled from force-reduction furlough by his regular department or seniority area and he elects to remain in the other department or seniority area, his seniority and recall rights in his regular department or seniority area shall cease after a period of thirty days and he shall lose his seniority in his regular department or seniority area. However, if the employee elects to respond to the recall and return to his regular department or seniority area, he shall lose his seniority in the other department or seniority area.

7.18 (a) At least once during each twelve-month period the Company will furnish the Union (either the Local or other designated Union Officer) a list of all active and inactive employees showing class-of-work, office, district and/or division seniority, whichever applies, date last employed, vacation selection date, company service (adjusted), progression credit date, and rates of pay and job description differentials paid for one week or more. In addition, at monthly intervals the Company will furnish the Union with information necessary to keep such lists up to date.

(b) Except for excluded employees stationed at Home Office, New York City, the Company shall furnish the Union annually at division level, a list of all excluded employees, their titles and Appendix "B" symbols, and any changes or additions as they occur.

#### **HOME OFFICE**

7.19 Class-of-work seniority in each Home Office Department shall begin on the day on which the employee was hired or last re-engaged in a particular class of work within such department. Office seniority in each Home Office Department shall begin on the day on which the employee was hired or last re-engaged in a particular Home Office Department, plus accredited transferred seniority and minus any deductible periods as stipulated in Section 7.04 herein. Seniority pertains primarily to the class of work performed in such department and secondarily to the department.

#### **TRAFFIC (LOCAL OFFICE), CUSTOMER SERVICE CENTERS, and CUSTOMER/TECHNICAL SUPPORT ORGANIZATION, McLEAN, VA.**

7.20 (a) Seniority in the Traffic Department pertains primarily to the class of work performed in a particular office, and secondarily to the office. Class -of-work seniority will date from the day the employee was hired or last re-engaged in a particular class of work, plus accredited transferred seniority and minus any deductible periods as stipulated in Section 7.04 herein. Office seniority will date from the day the employee was hired or last re-engaged in the office, plus accredited transferred seniority and minus any deductible periods as stipulated in Section 7.04 herein.

(b) It is understood that the service of Traffic employees in main and branch offices regularly staffed by the Traffic Department within the city, or city area, will continue to be considered as one in reckoning seniority.

#### **COMMERCIAL DISTRICT**

7.21 Seniority in the District pertains primarily to class of work within the District and, secondly, to those district units identified in Stipulation 1-93. Class-of-work seniority will date from the date the employee was hired or last re-employed in a particular class of work, plus accredited transferred seniority and minus any deductible periods as stipulated in Section 7.04 herein. District seniority will date from the day the employee was hired or last re-engaged in a District, plus accredited transferred seniority and minus any deductible periods as stipulated in Section 7.04 herein.

## **PLANT**

7.22 Seniority in the Plant Department pertains primarily to the class of work performed in a particular operating division of the Company within the bargaining unit and secondarily to the division. Seniority in the Plant Department shall be subject to the further qualifications that there shall be two seniority groups in said department, that is, Plant Workmen and Clerical Forces. An employee who moves from one group to another does not lose the seniority he has acquired in the group which he leaves and for the purposes provided in Section 7.02 herein may exercise such seniority in the group in which the seniority was previously acquired, except in instances where division seniority is the determinant for purposes of awarding a bulletined position. Seniority in one group shall in no event be credited in or transferred to the other. Class-of-work seniority will date from the day the employee was hired or last re-engaged in a particular class of work, plus accredited transferred seniority and minus any deductible periods as stipulated in Section 7.04 herein. (An employee who has served an apprenticeship, as established under job classification, shall upon graduation to the higher classification for which he was trained, be given seniority credit in such higher classification for the time spent in the apprenticeship. Notwithstanding the provisions of Section 52.08, this will not affect an employee's progression credit date.) Division seniority will date from the day the employee was hired or last re-engaged in a particular division, plus accredited transferred seniority and minus any deductible periods as stipulated in Section 7.04 herein.

## **FINANCIAL OPERATIONS**

7.23 (a) Financial Operations shall constitute a separate seniority area consisting of Financial Operations, St. Charles, Missouri.

(b) Class-of-work seniority in Financial Operations shall begin on the day on which the employee was hired or last re-engaged in a particular class of work, plus accredited transferred seniority and minus any deductible periods as stipulated in Section 7.04 herein. Office seniority in the Financial Operations shall begin on the day on which the employee was hired or last re-engaged in Financial Operations plus accredited transferred seniority and minus any deductible periods as stipulated in Section 7.04 herein. Seniority pertains primarily to the class of work performed in Financial Operations, and secondarily to Financial Operations.

## **ARTICLE 8**

### **Company Service**

## **GENERAL**

8.01 Company service shall include all periods of employment with Western Union Financial Services Inc. and the former Postal Telegraph Company, exclusive of any period of employment for which an employee received severance pay prior to January 1, 1976 or in conformance with Section 23.01 of the July 28, 1973 Contract as amended January 1, 1976. All time spent by an employee prior to July 27, 1985 in awaiting comparable job status shall be included in the Company service calculation. (Accordingly, Paragraph 6, Section 2 of the Pension Plan shall be deemed to be amended.) Deductions from Company service are made for prolonged absences from active service as follows:

- (a) 1. Regular Furlough Any absence in excess of six months' duration or more is to be deducted in computing Company service with only the excess over six months' absence to be deducted
2. Military furlough—no deduction
3. Union furlough—no deduction
4. Maternity furlough—no deduction

(b) When the period of absence on force-reduction furlough exceeds twelve consecutive months, only the excess over twelve months will be deducted in computing the term of employment and all subsequent periods of layoff will be so deducted until the employee shall have been continuously engaged in the performance of duty for a period of two consecutive months. A layoff on account of force-reduction furlough shall not be considered as a break in the continuity of service unless such layoff extends for a period of four

years. If an employee is recalled from force-reduction furlough for service of thirty days or more such service (subject to Article 24) shall terminate the preceding period of layoff, provided further, if an employee is recalled from force reduction furlough for periods of temporary service of less than thirty days such service shall (subject to Article 24) serve to extend the period of layoff, before continuity of service is broken, by the aggregate number of days recalled which are less than thirty.

(c) Absence because of "LTD" (Long Term Disability), (employees on Class D pension as of August 8, 1994), or on account of disability in respect of which no disability benefits are paid, either because of ineligibility of the employee, or because of the termination of benefits will not be considered a break in continuity of service, but will be deducted in computing term of employment whenever such absence extends for a period of six months or more (only the excess over six months' absence will be deducted).

8.02 Company service shall be the basis for determining length of vacations, participation in sickness, accident disability, pension and death benefits, and all other rights and benefits arising from Company service except as provided in Section 54.30 as it amends Section 2, Paragraph 6 of the EBF Plan.

8.03 For the purpose of computing severance payments and in the selection of vacations the date last hired less the deductions in Section 8.01 shall be considered as an employee's Company service.

## **ARTICLE 9**

### **Workweek, Overtime, Premium Pay**

#### **GENERAL**

9.01 Nothing in this Contract shall vary the practice being followed with respect to employees who presently work less than 40 hours a week and receive 40 hours pay therefor.

9.02 Except as provided in Sections 9.04, 9.21 and 9.25, the regular full-time assignment shall be 40 hours per week composed of any five eight-hour days, Monday through Saturday. The foregoing is subject to the following exceptions in the Plant Department, Comptroller's Department and in Commercial Department district offices:

#### **PLANT (Outside Forces)**

(a) The regular full-time assignment shall be 40 hours per week composed of either five eight hour days, Monday through Friday, or five eight-hour days, Tuesday through Saturday.

#### **GENERAL**

9.03 The Company recognizes that the most desirable workweek is Monday through Friday, and agrees to make as many such assignments as possible. It is understood that in certain classes of work there is a need for full-time Saturday assignments, and the foregoing statement of principle shall not be construed as depriving the Company of its right to make such Saturday assignments on a straight-time basis.

9.04 (a) The Company agrees that employees at the Home Office, with two or more years of Company service, shall be paid for incidental absence as was the case prior to July 1, 1946. It is understood that payment of such incidental absences is discretionary with the Company in particular cases where an employee abuses the privilege.

(b) All regular employees (except Home Office) with two or more years of Company service shall be entitled to five (5) paid personal absence days in each calendar year. This provision does not permit the excusal of a group of employees in any city or department in those instances where they are needed to meet load and service requirements. Such personal absence days shall be scheduled. The Company will make every effort to schedule personal absence day (s) in accordance with the employee's request priority to be given in accordance with the time and date the request is made in writing; however, load and service requirements may require the employee to select another day or days. One personal absence day may be taken in two (2), four (4) hour increments. Only full day excusals will be permitted for the remaining four (4) days under this provision and such excusals will only be applicable to an employee's regular work week assign-

ment. Employees on extended absences over 30 days and employees on part-time or reduced time shall be entitled to paid personal absence excusals on the basis of the proportion that the time worked bears to a full calendar year or a full-time assignment. The employees will receive a cash payment for any personal absence days not taken during the calendar year by January 31 of the following year.

Employees may elect to apply the provisions of Section 17.13 for absences that cannot be scheduled, such as sickness absence, etc., and treat such unscheduled absences as vacation days. This provision does not alter the provisions of Section 17.13 for an employee who has been absent sick for a period of not less than two weeks and receives sickness benefits for the second week.

## **GENERAL**

9.05 For the sole purpose of providing day-off reliefs in application of the uniform 40-hour workweek, the Company may make certain assignments as follows:

(a) When the Saturday requirements within a classification, and within a tour, amount to five or more employees, the relief assignments necessary to provide days off for such employees shall not have a variation in reporting time greater than four hours.

(b) When the Saturday requirements within a classification, within a tour, amount to less than five employees, the relief assignments necessary to provide days off for such employees shall not have a variation in reporting time greater than eight hours; provided that in no event shall the relief employee have a reporting time on a succeeding day within 12 hours of the terminating time of his tour for the previous day unless the relief employee desires otherwise. Such assignments shall not apply to the late night tour as described in Section 9.08.

(c) When the Saturday requirements within a classification, within a tour, amount to less than five employees, the relief assignments necessary to provide days off for such employees may comprehend relieving employees in different classifications from day to day. In the Commercial and Traffic Departments where there is only one employee in a classification and full-time assignment of such an employee is required on Saturday, it is agreed that on his day off his relief will be made by an authorized relief employee. If the relief employee is absent because of sickness or other such unavoidable reasons, the provision in the foregoing sentence shall not apply.

(d) In the application of Subsections (a), (b) and (c) herein, the following shall apply:

1. When the spread in the reporting time during the week is two hours or more (but not more than four), the relief employee shall receive a differential of five cents in his hourly rate for the entire week.
2. If the relief employee has a tour for at least one day in the week which is night-differential bearing, he shall receive the night differential for the entire week.
3. When an employee is awarded a position entailing making reliefs in more than one classification, he shall be given a relief title equivalent to the title of the highest classification relieved, and he shall be given a corresponding rating.

(A) An employee working an intermingled assignment shall, as of the date he entered such intermingled classification, accrue seniority in the intermingled classification based on the level of the highest classification relieved. An IA employee has rights to Sunday time, overtime and holiday time in the classifications in which he relieves and the amount of his participation shall be worked out locally between the Union and the Company to provide equitable distribution of such time, subject to approval at division level by the Union and the Company. In case of force reduction in any classification relieved by the intermingled assignment, the employee subject to force-reduction furlough in such classification may exercise his rights under Article 24, or he may displace an employee having an intermingled assignment relieving in the classification where force reduction is to be made, if he has greater office seniority (division seniority within the city in the Plant Department) and if he has reasonably sufficient qualifications. Intermingled assignments shall be bulletined in accordance with Article 32, except as follows: (1) in district

offices such positions shall be posted locally for seven days; (2) in the Plant Department such positions shall be posted where the position exists. In the latter instances if there is no successful bidder, the position shall then be bulletined in accordance with Article 32.

4. The five-cent differential provided for in Section 9.05(d) 1 applies also to employees who have a relief assignment in which the variation in reporting time is more than four hours, and where the relief assignment does not include a night-different bearing tour.

(e) In Commercial Divisional City offices, Commercial District offices, or Traffic Department offices, where four or more employees are required to work eight hour overtime assignments on Saturday, on a regular basis, during the day and early night tours, such employees will be provided with a workweek day off.

(f) It is understood that the provisions of this Section do not apply in the outside forces of the Plant Department.

9.06 Within tours (day, early night or late night as described in Section 9.08), within each classification, the earliest reporting time on a Saturday tour shall be no earlier than the earliest reporting time, Monday through Friday, and likewise, the latest reporting time shall not be later than the latest reporting time, Monday through Friday.

9.07 Saturday assignments which are not a part of an employee's weekly tour shall be on a rotational basis, and the procedures outlined in Section 9.09(a) and (b) and 9.10 for Sunday assignments shall apply, but in no event shall such assignments be less than four hours.

9.08 Subject to mutual agreement between the Union and the Company at the divisional level, the following definition of tours shall apply in the administration of this Contract:

Day Tour--Starting time at 5:00 a.m. or later, but prior to 1:00 p.m.;

Early Night Tour--Starting time at 1:00 p.m. or later, but prior to 9:00 p.m.;

Late Night Tour--Starting time at 9:00 p.m. or later, but prior to 5:00 a.m. It is understood that the agreement at the division level may include any or all of the offices and departments coming within the scope of the Division involved.

9.09 (a) Except at Customer Service Centers Sunday assignments shall be on a rotational basis within tours, that is, day, early night and late night, within each classification, among those qualified employees within the classification volunteering for Sunday work, except that employees working combination jobs shall be entitled to rotate on an equitable basis in any class-of-work which is a part of their combination assignment so as to assure them of an equitable share of Sunday time. If volunteers are insufficient to fill the requirements of the service, additional assignments shall be made on a rotational basis from qualified employees in each classification, including employees having combination assignments involving work in that classification. Employees shall be given an opportunity to volunteer for Sunday work at the beginning of the contract term and at intervals of three months thereafter. Employees who volunteer in accordance with the above may change to non-volunteer status only at the end of a three-month period. In divisional city offices and in district offices the minimum assignment on Sunday shall be four hours for each period of work. Sunday assignments shall be posted not later than the preceding Thursday morning.

(b) If hardships or inequities are created by the application of this rule, equitable distribution of Sunday assignments may be worked out locally between the Company and the Union, and such agreements shall be subject to approval at the division level by the Union and the Company.

9.10 An employee assigned on a Sunday, holiday or on a Saturday which is not part of an employee's weekly tour, where the employee cannot be excused without relief, shall have the right to secure a substitute from available substitutes on a rotational basis and, if no substitute is available in the classification, shall be permitted to secure a mutually acceptable substitute from another classification. When an employee works as a substitute on a tour continuous with a regularly assigned work-week tour, whether before or after the assigned work week tour, the assignment on which the employee substitutes will be paid as a separate Saturday, Sunday or holiday, as applicable, and the work week tour will be paid at the straight time rate.

9.11 There shall be no compulsory time off unless required by State Law. No employee shall suffer loss of pay because the assignment on Sunday produces less pay than is lost in compulsory time off.

**9.12 The Pay Period:**

The pay period for local field employees shall consist of seven days, Sunday through Saturday, as defined in Section 9.13 hereunder.

**9.13 The Workday:**

A workday is distinct from the calendar day but all workdays shall be designated or called by the name of the calendar day in which the assigned tour starts. For this purpose assigned tours starting from 12:01 a.m. of a calendar day to 12 midnight at the end of the same calendar day shall be deemed to have started in that calendar day. Each of the seven workdays, Sunday through Saturday, which together make up the weekly pay period for local field employees shall comprehend the following spread of time:

- (a) The assigned tour, and
- (b) Overtime hours continuous with assigned tour, whether worked before or after the assigned tour, and
- (c) Other periods of work which start in the same calendar day on which the assigned tour begins, regardless of whether occurring before or after the assigned tour.
- (d) It is recognized that when tours are changed, the tours for consecutive calendar days may run consecutively or nearly so, for example, an employee shifted from a 12 midnight-8:00 a.m. tour to an 8:00 a.m.-4:30 p.m. tour. This fact, however, shall not serve to disturb the rule set forth hereinabove and such tours shall be paid for as separate workdays.

**9.14 Pay for Time Worked:**

(a) For each Monday-through-Saturday workday based on the definition of a workday per Section 9.13, except when a higher rate of pay is prescribed elsewhere in this Contract:

First 8 hours--At straight-time rate.

Beyond 8 hours and up to and including 12 hours in any one day or beyond 40 hours in a week--At one and one-half times the straight-time rate.

Beyond 12 hours--At two times the straight-time rate.

Any period of excused time not exceeding one hour shall not break the continuity of the assignment.

Notwithstanding the foregoing, absences excused with pay on holidays (including the additional day referred to in Section 17.05), vacations, hours paid for (exclusive of travel time) under Article 10, and on account of Jury Duty or Death in Family shall be considered as time worked for the purpose of determining the eligibility for time-and-one-half pay for hours worked beyond 40 hours in a week. The foregoing does not apply to an employee who would have had the day off as his workweek day off if the holiday had not occurred on the day he was excused with pay.

(b) For each Sunday workday based on the definition of a workday per Section 9.13:

First 12 hours--At one and one-half times the straight rate.

**GENERAL**

(c) For each premium holiday workday based on the definition of a workday per Section 9.13:

All time worked or assigned (whichever is the greater) shall be paid for at two times the straight-time rate. No employee who is receiving higher premium rates of pay shall have such rates reduced. Subject to agreement between the Union and the Company at the local level, the following arrangement

may be made applicable. Notwithstanding the provisions of this Section, premium holiday rates of pay shall not be paid for work performed in a premium holiday workday by an early night or a late night employee, when he is excused with pay incident to the holiday for his full assigned tour for his last workday preceding the premium holiday workday.

9.15 Minimum pay on a Sunday workday and on a premium holiday workday, based on the definition of a workday per Section 9.13: Not less than four hours' pay at the straight-time rate shall be paid for each period of work on a Sunday workday and on a premium holiday workday.

9.16 (a) Overtime, except as otherwise provided in Section 9.21 herein, shall be distributed equitably on a rotational basis among the employees available in the classification in which the overtime occurs, preference to be given to employees desiring to work. Priority of assignments to overtime shall go to the employees who are normally assigned to the classification in which the overtime occurs. Employees working combination jobs shall be entitled to rotate on an equitable basis in any class of work which is a part of their combination assignments so as to assure them of an equitable share of overtime. The Company agrees that when abnormal conditions make it necessary to hold employees for overtime work, it will not require any employee to work more than eleven hours in any workday unless the employee so desires. The Company recognizes that inconveniences to employees are present where overtime is involved and in order to mitigate such inconveniences will give as much advance notice of assignment to overtime work as possible.

(b) At the request of the Company or the Union, equitable distribution of overtime in accordance with the principles in this section shall be worked out locally between the Company and the Union. Such agreements shall be subject to approval of the Union and the Company at the division level.

9.17 Employees used for overtime in another class of work shall not be given a downward dual rating.

9.18 Where an employee is assigned to work a specified tour, he shall not because of slack work be marked off short of the assigned tour unless he so elects.

9.19 When one-half or more of the tour of duty of an employee falls between 6:00 p.m. and 6:00 a.m., the Company shall increase by ten percent the straight-time hourly wage rate paid to such employee. When the tour of duty of an employee starts at 7:00 p.m. or later, but before 10:00 p.m., the Company shall increase by 15 percent the straight-time hourly wage rate paid to such employee. ("Effective July 28, 1974, when the tour of duty of an employee starts at 7:00 p.m. or later, but before 11:00 p.m., or starts after 1:00 a.m. but before 6:00 a.m., the Company shall increase by fifteen percent the straight-time hourly rate paid to such employees.") An employee shall continue to receive the night differential when he is required to work temporarily on a day tour.

9.20 Employees required by the Company to attend safety or other meetings shall be paid for all time spent at such meetings.

## **GENERAL**

9.21 It is recognized that unforeseen conditions not covered by this Article, or the need for modifications thereof, may develop in connection with the mechanics of effectuating and operating the uniform, 40-hour workweek, in which case supplemental agreements may be made by mutual agreement at the local level, subject to approval at the division level.

## **CUSTOMER SERVICE CENTERS**

9.22 (a) Notwithstanding the provisions of Sections 9.02 and 30.01 (b) regular part-time employees in the classifications of R/T Operator and Customer Relations Clerks may be assigned to tours of not less than four hours nor more than six hours per day. Newly hired part-time employees will be classified as "Regular Employees" when they have completed 30 days of continuous service.

(b) The workweek for regular part-time employees will be five days, Monday through Saturday, with the same number of hours assigned for each assigned work day.

(c) The total number of hours regularly assigned Monday through Saturday to a regular part-time employee will be considered his base workweek for the purpose of computing all benefits under the Contract that are paid on a weekly basis such as vacation pay and sickness benefits. Those benefits that apply to the daily assignment, such as holiday excusal pay, will be based on the regularly assigned daily tour.

(d) Regular part-time employees will not be used in excess of their normal daily or weekly assignment unless regular full-time employees have declined the opportunity to fill the requirements.

(e) Regular part-time employees will select their hours of work and days off, Monday through Saturday, in accordance with the provisions of Section 15.08 from among those regular part-time assignments established by the Company.

(f) Employees will select vacation dates from a combined list of full-time and part-time employees. Selection of the vacation period shall be made on the basis of Company service in accordance with the provisions of Section 17.04.

(g) Separate seniority lists will be maintained and posted for regular full-time employees and regular part-time employees, with copies to be furnished to the Union pursuant to Section 7.18 (a) of the Contract. Force reduction will be in inverse seniority order in conformance with Article 24 from either the regular full-time or the regular part-time force.

(h) Full-time employees hired after July 28, 1976 who may be subject to force reduction furlough will have the additional option of displacing a part-time employee with less class-of-work seniority, while retaining all the other options available under Article 24.

(i) An employee may change his status to regular full-time or regular part-time through the exercise of a bidding right on a posted vacancy under the procedures of Article 32.

(j) The provisions of Section 15.09 (a), (b), and (c) shall apply to Sunday assignments. Priority for Sunday assignments is on the following basis:

- 1) Regular full-time employees who volunteer will be given the first choice of available Sunday assignments.
- 2) Regular part-time employees who volunteer will be given the second choice of available Sunday assignments.
- 3) If there are insufficient volunteers to fill the requirements of the service, additional assignments shall be made on a rotational basis from part-time employees.
- 4) If the requirements of the service cannot be met through assigning in accordance with the foregoing, regular full-time employees will be assigned in rotational order.

(k) No regular part-time R/T Operator or Customer Relations Clerk on the active rolls as of July 27, 1985 will be subject to force reduction except:

- (a) as a result of being displaced by a full-time employee with more class-of-work seniority. In such event, the former full-time employee will receive the same protection.
- (b) Due to the closure of the facility.

9.23 (a) A part-time employee shall be defined as any employee who is engaged for a maximum of 1,800 hours annually, beginning the first Sunday of August in each year.

(b) Notwithstanding the other provisions of Article 9, including Section 9.22 (j), and Articles 15, 18, and 55, part-time employees will be assigned to vacation reliefs, holidays, week-ends, and to supplement the workforce during the regular work week.

(c) A part-time employee shall accrue Company Service on a proportionate basis to full-time employment, which shall be applicable only if he becomes a full-time employee.

(d) Effective August 7, 1997, a part-time employee shall be paid at the rate of \$7.25 for all time worked during the first 500 hours of employment. Thereafter his rate shall be \$7.50 for an additional 250 hours. His rate shall then be increased to \$8.05 for all time worked at 1500 hours and beyond. Effective August 7, 1998, and August 7, 1999, the foregoing incremental steps shall be increased by an additional 25 cents per hour.

(e) The number of weekly hours assigned to part-time personnel in each CSC, including those employees covered by Section 9.23, will not exceed 25% of the total assigned workweek hours in each CSC and will be adjusted annually on the basis of the total assigned workweek hours for the last full week of July of each year. Hours spent in classroom training by part-time employees will not be counted toward the number of allowable hours.

(f) The Company agrees to bulletin all newly created part-time positions for a period of seven days at the location where the vacancy exists.

(g) The Union will be furnished, at the Local level, by the 15th of each month, a report of the part-time hours worked in the previous month.

(h) In addition to this Section the following provisions of the Contract are applicable to part-time employees: Article 1 through Article 6.

**ARTICLE 10**  
**Minimum Call Pay**

**GENERAL**

10.01 An employee called for duty and who reports for duty on a day, except premium holidays, when he has no assigned tour of duty shall be paid a minimum of four hours' time at the applicable rate of pay. He shall also be paid travel time to the office and return home.

10.02 An employee called to duty and who reports for duty on a premium holiday when he has no assigned tour shall be paid a minimum for four hours' time at the holiday rate of pay in addition to his original days' pay for excusal. He shall also be paid travel time as outlined in Section 10.01 hereinabove.

10.03 An employee who is called to duty prior to the beginning of his tour shall be permitted to continue at work through his regular tour of duty, and such time worked in excess of eight hours will be paid for at the prevailing overtime rate. He shall also be paid travel time to the office.

10.04 An employee called to duty after completion of his regular tour of duty shall be paid for a minimum of four hours at the prevailing overtime rate. He shall also be paid travel time as outlined in Section 10.01 hereinabove.

10.05 An employee called to duty and who reports for duty between 12:01 a.m. and 6:00 a.m. shall be paid a minimum of four hours' time at the applicable rate of pay, in addition to travel time to the office (and return home, if such return is prior to his regular reporting time) at the straight-time rate of pay; except that if he is called to duty and reports for duty one hour or less prior to the beginning of his tour, he shall be paid pursuant to the provisions of Section 10.03.

**INTERPRETATIVE MEMORANDUM**

1. Under the conditions outlined in Sections 10.01 and 10.03 travel time shall be paid for at the straight-time rate of pay, except that all travel time on Sundays shall be paid for at the applicable rate of premium pay.

2. Travel time on premium holidays under the conditions outlined in Sections 10.02, 10.03 and 10.04 shall be paid for at the holiday rate of pay.

3. Travel time other than on premium holidays as referred to in Section 10.04 shall be paid for at time-and-one-half except that such travel time on Sundays shall be paid for at the applicable premium rate of pay.

4. An employee who, prior to the termination of his tour of duty, is requested to cover an assignment which is not continuous with his tour of duty is entitled to the applicable rate of pay for time worked for such assignment which shall be not less than a minimum of four hours at the straight-time rate of pay. He shall also be entitled to travel time as outlined in Section 10.01, such travel time to be paid for at time and one-half; except that when such assignment occurs on a Sunday or premium holiday the applicable premium rate of pay shall apply. This provision shall not apply when an employee is offered the option of preserving the continuity of his assignment but who, of his own volition, elects not to avail himself of the opportunity to work on through.

5. Subject to the requirements of Section 9.16, the provisions of Sect 10.03 shall also be applied when an employee is requested to report prior to his regular tour of duty on the following date, for a period of more than one hour in advance of his regular tour if he reports prior to 6:00 a.m. or more than two hours in advance of his regular tour if he reports after 6:00 a.m. If such assignments to pre-tour overtime are on a consecutively continuing basis, and the employee is notified more than a day in advance, as in the case of vacation or sickness reliefs, etc., no travel time will be payable.

6. When an employee is requested to work and reports for work on a day when he has no assignment, he shall be paid travel time to the office and return home if the Company does not make the request prior to the completion (in case of an early night employee, at least two hours prior to the completion) of his regular tour of duty on his regular work day preceding the day he reports for work.

**ARTICLE 11**  
**No Duplicating or Compounding of Premium or Overtime Pay**

**GENERAL**

11.01 There shall be no duplicating or compounding of any premium or overtime pay prescribed by any provision of this Contract or by the Fair Labor Standards Act, but an employee shall be paid the highest applicable rate.

**ARTICLE 12**  
**Sales Contests/Incentive Programs**

**GENERAL**

12.01 All bargaining unit employees will be permitted on a voluntary basis to participate in promotional and sales contests as may be conducted by the Company.

12.02 No pressure will be exerted against any employee during the contest period. The Union will not consider normal sales "pep talks" as pressure.

12.03 No disciplinary action will be taken against any employee as a result of his performance in connection with the sales contest.

12.04 There will be no discrimination with respect to the practice or method by which sales credits are made.

12.05 No employee who elects not to participate in sales contests/incentive programs will be disciplined, discriminated against or otherwise criticized as a result.

12.06 The Union shall be provided, at the local level, with detailed information (specifics) about such sales or promotional contests, including rules and awards, etc.

**ARTICLE 13**  
**Split Tours**

**GENERAL**

13.01 The Company agrees to eliminate all split tours.

**ARTICLE 14**  
**Short and Lunch Reliefs**

**GENERAL**

14.01 Employees working assignments confined to a specific building shall be granted two short relief periods of fifteen minutes each in each tour of duty of seven hours or more, one during the first part and the other during the second part of the assigned tour, and shall be entitled to a lunch relief of at least thirty minutes. The taking of a lunch period on Sundays and holidays may be at the option of the employee. "However, if the employee does not take a lunch period, he may either take two (2) fifteen (15) minute breaks or three (3) ten (10) minute breaks." Likewise, the taking of a lunch period on Saturdays may be at the option of the employee except that in the Commercial Department, where the spread of office hours may be involved, such option will be subject to Company concurrence in those cases where an employee is assigned to an eight-hour tour on Saturday, and except employees whose weekly assignments include Saturday and who take lunch reliefs on the other workdays may, subject to concurrence by the Company, waive their lunch reliefs on Saturday. An employee who has no lunch period, and who is assigned six hours or more, shall be allowed two fifteen-minute short relief periods. An employee who is assigned to a tour of duty of four hours or more but less than six hours shall be granted one short relief of fifteen minutes.

14.02 Employees required to work longer than eight hours shall be granted a fifteen-minute short relief after thirty minutes of overtime and a similar short relief after each additional two hours.

14.03 This will be effectuated in the Traffic and Commercial Departments in the following manner:

## **TRAFFIC**

(a) Short and lunch reliefs shall be scheduled as follows: The first short shall be scheduled one hour and forty-five minutes to two hours and fifteen minutes and the lunch relief three hours and thirty minutes to four hours and thirty minutes after the start of the tour. The second short relief shall be scheduled one hour and forty-five minutes to two hours and fifteen minutes after the employee is scheduled to return from lunch. Reliefs shall be given within fifteen minutes of the scheduled time.

## **COMMERCIAL**

(b) Short and lunch reliefs shall be scheduled as follows, except for employees working alone: The first short relief shall be scheduled one hour and forty-five minutes to two hours and fifteen minutes and the lunch relief three hours and thirty minutes to four hours and thirty minutes after the start of the tour. The second short relief shall be scheduled one hour and forty-five minutes to two hours and fifteen minutes after the employee is scheduled to return from lunch. Reliefs shall be given within fifteen minutes of the scheduled time. By mutual consent of the employee and the Company, employees may change the sequence of lunch and short reliefs and/or may waive their lunch relief on night tours.

(c) All employees working alone shall be entitled to short reliefs but not exceeding fifteen minutes in the aggregate during the first part and fifteen minutes in the aggregate during the second part of each tour of duty of seven hours or more.

(d) In Commercial offices, lunch periods shall not exceed one hour unless otherwise desired by the employee and agreed to by the Company. It shall not be the purpose of this Section to increase existing lunch assignments of less than one hour in offices where such periods are in effect unless desired by the employee and agreed to by the Company. Assignments of walking and bicycle messengers may include one-hour lunch periods.

## **GENERAL**

14.04 It is understood between the Union and the Company that employees engaged in outside work are entitled to time necessary to satisfy personal needs provided that the total of the time thus taken does not exceed fifteen minutes in the first half and fifteen minutes in the second half of a tour of seven hours or more, the time and length of such periods to depend upon the requirements of the service and their own personal needs.

14.05 Except as provided in Section 14.03 (d) and 14.06, lunch periods shall be of thirty minutes' duration, unless otherwise desired by the employee and agreed to by the Company or required by state law.

14.06 When continuous coverage is required at locations where there is only one employee on a tour existing lunch periods of Plant Workmen shall be continued.

## **ARTICLE 15**

### **Assignment of Hours and Weekly Tours**

## **GENERAL**

15.01 The Company agrees to give three days' advance notice to regularly assigned employees of contemplated changes in hours of work.

15.02 In each seniority area, employees shall select their hour of work from among scheduled tours of duty according to class-of-work seniority. After an employee has made such selection, he may not elect to change such assignment except as follows:

(a) When an employee's assignment is disturbed, he may select any other scheduled assignment within his classification in line with such seniority. An employee's assignment shall be deemed disturbed if his reporting time is changed. An employee's assignment shall not be deemed disturbed within the meaning of this section when he makes reliefs, such as vacations, or jury duty, etc. if the employee making such reliefs is returned to his regular assignment following completion of such reliefs.

(b) When any vacancy occurs in hours of work within a particular class of work, it shall be assigned in accordance with the individual preference of employees in line with such seniority.

(c) Any employee may, upon the beginning of the calendar year, and after giving written notice between December 1 and 15 of the preceding year, exercise his seniority for the purpose of selecting a choice of hours of work from among scheduled tours of duty in line with his class-of-work seniority.

15.03 In Commercial Department Divisional Cities vacant tours, in classifications other than managerial, shall be brought to the attention of employees in those classifications for the purposes of this Article by means of a notice to be posted promptly after the vacancy occurs and to remain posted for a period of three days, during which period employees may express their preference. A copy of such notice will be furnished the Union at the time of posting.

15.04 In the Plant Department, in the operation of the foregoing, assignments of tours within a class of work shall be city-wide. In the Commercial Department, seniority area as used in Section 15.02 hereinabove shall mean; in divisional cities, all branches and the main office under the jurisdiction of the superintendent; in district offices, all main and branch offices under the jurisdiction of the local manager. Section 15.02 hereinabove, in respect to assignments, shall not apply to positions of branch managers; such positions shall continue to be bulletined under the bulletining process in Article 32.

15.05 Relief employees, such as relief managers, shall assume the tours of the employees whom they relieve except that no such relief employee shall be required to work a reduced-time or part-time tour.

15.06 Days off shall be selected in line of class-of-work seniority from among available days off. Where intermingled assignments are entailed, days off shall be selected in line of office seniority (division seniority in Plant Department). The principles in Section 15.02 (a), (b), and (c) with respect to selection and assignment of hours of work shall also be applied in the selection and assignment of days off.

15.07 Employees whose weekly assignments include Saturdays shall select their Saturday tours from available Saturday assignments in line with class-of-work seniority and shall have a choice of reporting time within a tour ahead of employees working overtime that day.

#### **CUSTOMER SERVICE CENTERS**

(a) The Company agrees to give three days' advance notice to regularly assigned employees of changes in hours of work or workweek day off.

(b) Any employee may, upon the beginning of the calendar year, and after giving written notice between December 1 and 15 of the preceding year, exercise his seniority for the purpose of selecting a choice of hours of work from among scheduled tours of duty in line with his class-of-work seniority as follows:

1. Days off, by selecting each of the six workweek days off in order of preference.
2. Hours, by selecting three choices of starting time for daily tours. At the employee's discretion these choices may show a variation of starting time such as "between 8 a.m. and 10 a.m.," or may be specific choices such as "8 a.m.," "9 a.m.," or "4 p.m.," Employees who are unable to secure their first and/or second choice of hours or days off will improve their hours and day off as designated by their current selections as vacancies occur.

(c) After an employee has been assigned in class-of-work seniority order his assignment shall not be changed except as follows:

1. When a vacancy occurs employees will be assigned in class-of work seniority order in accordance with their elected options.
2. When an employee's assignment is disturbed, he shall be reassigned in class-of-work seniority order in accordance with his elected options. An employee's assignment shall be deemed disturbed if his reporting time or scheduled day off is changed. An employee's assignment shall not be deemed disturbed within the meaning of this section when he makes reliefs, such as vacations, or jury duty, etc., if the employee making such reliefs is returned to his regular assignment following completion of such reliefs.
3. An employee may change his choices of starting time at any time throughout the year by submitting them in writing on any given Monday. In this case, the employee shall be reassigned in seniority order toward his preferences only when such tours become available.

(d) The Company agrees that it will post a seniority list adjacent to the weekly tour schedule, giving the employee's number, name and class-of-work seniority, such list to be prepared in descending class-of-work seniority order.

(e) When an employee is assigned out of seniority order, a correction in assignment shall be made immediately after it is brought to the attention of the Company.

(f) Variable tours will be assigned in accordance with Section 9.05 of the Contract.

15.09 (a) Sunday assignments shall be on a rotational basis within tours, that is, day, early night and late night, within each classification, among employees volunteering for Sunday work. Employees shall be given an opportunity to volunteer for Sunday work at the beginning of the Contract term and at intervals of three months thereafter. Employees who volunteer in accordance with the above may change to non-volunteer status only at the end of a three month period. Sunday volunteers shall select their choice of available Sunday assignments by making three choices as outlined in Section 15.08 (b) (2).

(b) If volunteers are insufficient to fill the requirements of the service, additional assignments shall be made on a rotational basis within tours from employees in each classification. The minimum assignment on Sunday shall be four hours. Sunday non-volunteers shall select their choice of Sunday assignments in seniority order by making three choices as outlined in Section 15.08 (b) (2).

(c) Assignments of Sunday tours for both volunteers and non-volunteers shall be based on the tour worked the preceding Monday through Saturday. Sunday assignments shall be posted not later than the preceding Thursday morning.

## **ARTICLE 16 For Future Use**

## **ARTICLE 17 Vacations**

### **GENERAL**

17.01 It is agreed that vacations are an earned credit and right which shall be interpreted and applied as set forth in this Article. Effective January 1, 1990, vacations shall be earned and taken the same year and applied as set forth in this Article. Employees shall receive vacations with pay as follows:

(a) Two weeks' vacation in each calendar year starting January 1 following the date of employment, except that the first vacation shall be that portion of two weeks which the number of complete months in the period of employment in the previous year bears to twelve months.

(b) Employees having five years or more of Company service shall receive a vacation of three weeks with pay in each calendar year. An employee shall be eligible to receive three weeks' vacation on the first of the year in which he completes five years of Company service.

(c) Effective Jan. 1, 1986 employees having fifteen years or more of Company service shall receive a vacation of four weeks with pay in each calendar year. An employee shall be eligible to receive four weeks' vacation on the first of the year in which he completes fifteen years of Company service.

(d) Effective Jan. 1, 1986 employees having twenty-five years or more of Company service shall receive a vacation of five weeks with pay in each calendar year. An employee shall be eligible to receive five weeks' vacation on the first of the year in which he completes twenty-five years of Company service.

17.02 The earned credit and right in the amounts and under the conditions set forth in 17.01 (a), (b) and (c) and (d) shall be available to the groups listed below as follows:

(a) Employees going on force reduction furlough, shall receive pay for vacation as outlined in Section 17.01 less any vacation already taken. In addition, such employees shall upon request be entitled to another payment equivalent to pro rata vacation earned in the year they go on furlough, as of December 31 of that year. In such cases there will be a corresponding adjustment to vacation entitlement for the year in which the employee returns.

(b) Employees going on maternity furlough and regular furlough, who have not taken the vacation outlined in Section 17.01, shall be entitled to receive pay therefor at the time of going on maternity or regular furlough. Such employees shall not be eligible for further vacation entitlement until they have returned to work for an aggregate of seven working days in any ensuing year following that in which they went on furlough.

(c) Employees going on Union furlough shall receive pay for vacation as outlined in Section 17.01 less any vacation already taken. In addition, such employees shall upon request be entitled to another payment equivalent to pro rata vacation credit earned in the year they go on such furlough, as of December 31 of that year. In such cases, there will be a corresponding adjustment to vacation entitlements for the year in which the employee returns.

(d) Employees on sickness absence or accident disability who have less than five years of company service, if they have not received vacation payment as described above and have not returned to duty by the end of the calendar year, shall receive pay therefor, effective December 31 of the year in which the sickness absence or accident disability occurred. Such employees shall not be entitled to receive vacation pay in any ensuing year until they have been returned to duty for an aggregate of seven working days in any ensuing year following that in which they went on furlough.

(e) Employees on sickness absence or accident disability who have more than five years of company service, if they have not received vacation payment as outlined in Section 17.01, and have not returned to duty by the end of the calendar year, shall receive pay therefor, effective December 31 of the year in which such sickness absence or accident disability occurred. In addition, such employees shall upon request be entitled to another payment equivalent to pro rata vacation credit earned in the year they go on such absence or disability. In such cases there will be a corresponding adjustment to vacation entitlement for the year in which the employee returns.

(f) Employees who apply for severance pay shall be entitled to vacation pay as outlined in Section 17.01 at the time they are severed from the service if the vacation has not been taken.

(g) Employees who are discharged or who quit shall receive pay for pro rata vacation credit earned during the year in which the employee is discharged or quits, less any vacation already taken. Payment shall be made within fifteen days after the employee is discharged or quits.

(h) The beneficiary or estate of a deceased employee shall be paid any unused vacation credit as outlined in Section 17.01. In addition, such beneficiary or estate shall receive another payment equivalent to the pro rata vacation earned in the year of the employee's death.

(i) Employees who retire, and who have not taken their vacation as outlined in Section 17.01, shall not be required to take such vacation prior to the date of retirement, but shall receive the vacation credit in cash at the time of such retirement. In addition, such employees shall receive another payment equivalent to the pro rata vacation earned in the year they go on retirement. The foregoing does not apply to employees electing Class V deferred retirement.

(j) Employees going on military furlough shall be entitled to the additional vacation benefits which are set forth in Section 26.04.

17.03 It is recognized that the preferable time for beginning a vacation period is on a Monday and vacations will be so scheduled to the full extent that reasonable assignment of force will permit. It is understood that in those cases where traveling relief employees are necessary to make the vacation reliefs it will not be possible to schedule all employees to begin their vacations on Mondays.

17.04 Employees shall select their vacation period based on Company service. Each class-of-work shall have its own vacation list, except that classifications may be combined for this purpose in classes having small numbers of employees, the limits of the combination to be negotiated locally and subject to concurrence by the Company and the Union on the division level.

17.05 Whenever any premium holiday falls within an employee's vacation period he shall be given an additional day with pay which shall be added to his vacation. The additional day may be taken at the beginning or at the end of the vacation period, provided however, that where there are two or more employees in an operating class-of-work in the Commercial and Traffic Departments due such extra days for the same vacation period, the Company may require that half of such days be taken at the beginning and half at the end of the period, the employees involved to exercise their preference in seniority order. Where the individual employee requests, the extra day may be taken at some subsequent date. The date on which the extra day

may be taken shall be subject to Company concurrence, but not later than December 15 of the current year. Such holiday off will be charged against the employee on the holiday rotation list.

17.06 Assigned vacation dates shall not be postponed or changed by the Company unless thirty day's notice is given, unless the employee agrees in writing to a shorter notice. It is understood that the full thirty days' notice may not be possible when changes are necessary to meet grave or unpredictable emergencies.

17.07 Vacations shall not be split unless requested by the employee in writing. Such splits shall be limited to three splits in the vacation period for a calendar year, except that where local relief is not available such splits shall be limited to one, and in case a split vacation is taken the Company service of the individual may be exercised only in making the initial selection. The period of the second portion of the split vacations shall not be selected until after all other employees in the class-of-work shall have made their first choice, and such selection of split vacations shall be made in Company service order among those employees desiring split vacations. Likewise the period of the third portion of split vacations shall not be selected until after all other employees in the class-of-work shall have made their second choice, and such selections of split vacations shall be made in Company service order among those employees desiring split vacation.

17.08 Vacation pay shall be available to the employee two calendar days in advance or on the last day worked before going on vacation whichever is earlier.

17.09 Vacation lists shall be made available to the employees by October 15 in time for them to make their selections of vacation periods in seniority order by November 15 of the year preceding the year in which the vacations are to be given. The the extent that they are not made by November 15, assignments may be made by the Company. Complete vacation schedules and assignments for the year shall be posted on bulletin boards by December 15 of the year preceding the year in which the vacations are to be given and a copy of such schedules and assignments shall, upon request, be sent to the Union. Any changes made in vacation schedules shall be posted and copies furnished to the Union.

17.10 In any calendar year, the following absences shall have no effect on the earned vacation credit:

- (a) All periods of absence because of injury on the job;
- (b) All periods of absence of seven days or less;
- (c) The first 30 days of Union or voluntary furlough;
- (d) The first 60 days of force-reduction furlough or reduced time;
- (e) The first 90 days of sickness absence or maternity furlough.

17.11 Subject to Section 17.10 for such period as an employee works part time or reduced time, he shall receive vacation with pay on the basis of the proportion that the time assigned bears to his full regular time. In computing vacation pay no allowance shall be made for daily overtime and for Sunday time.

17.12 Vacation pay shall include any night differential and all other rate differentials, other than dual rates, as provided for by contract if the employee is receiving such differential at the time he goes on vacation and returns to a differential-bearing assignment at the conclusion of his vacation. Employees covered by Section 21.02 shall, before starting their vacations, have the right to return to their normal headquarters city (former District Headquarters city in the case of District employees) or places of regular assignment (or to their homes if the distance is equal or shorter) at the Company's expense and without loss of pay or vacation time. An employee may waive this right voluntarily. In the event the Company asks the employee in writing if he is willing to waive this right, and if the employee agrees, the employee shall be paid the subsistence or per diem allowance while on vacation.

17.13 An employee who has been absent sick for a period of not less than two weeks and who receives sickness benefits for the second week may, at his option, take one week of any vacation credit to which he may be entitled at the time of the absence in lieu of the loss of one week's pay which would otherwise result from the waiting period of the first week of his illness.

## ARTICLE 18

### Holidays

#### GENERAL

18.01 The Company recognizes the following holidays: New Year's Day, Washington's Birthday (on date observed nationally), Memorial Day (on date observed nationally), Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas. All employees who are not required to work on these days shall be paid their regular rates of pay (unless when the holiday falls on Saturday, the Company provides and the employee agrees to another day off with pay during the holiday week.) Employees assigned to work on any of the holidays specified herein shall be paid at double time rates as specified in Section 9.14 (f) for all time assigned on such holidays and shall receive not less than four hours straight time for each period of work on such holidays.

18.02 The Company shall make the assignments in keeping with the load and service requirements in order to excuse as many employees as possible for the entire day in all departments. Employees not needed for the entire time assigned will be excused and will be paid for the entire assignment at the holiday rate of pay, provided that in these limited cases where employees are assigned to tours less than their normal weekday tours, straight time shall be paid for such time as is not worked between the assigned time and the employee's normal weekday tour. Needs of the business permitting, the Company will not schedule employees to work more than 5 days during a holiday week.

18.03 There are certain other recognized holidays; employees scheduled to work as a part of their work-week but who are not needed to meet the load and service requirements on such days shall be excused with pay.

Load and service requirements are defined as customer service responsibilities and those internal functions that must be performed on a timely basis. For the sole purpose of applying this Article, December 24th and December 31st shall be treated as though they are other recognized holidays and employees who report for work on these days and are not needed will be excused with pay. It is agreed that December 24th and December 31st shall be the only other recognized holidays.

18.04 All excused time on holidays will be rotated within the employees' respective tours, that is, day, early night, or late night, and within the employees' class-of-work. If hardships or inequities are created by the application of this rule, equitable distribution of holiday assignments shall be worked out locally between the Company and the Union, and such agreements shall be subject to approval at the division level by the Union and the Company.

18.05 When a holiday falls on Sunday, the following day shall be observed.

18.06 The holiday list shall be posted not less than two weeks in advance, and a copy furnished to the Union.

18.07 No compulsory time off shall be given on a holiday unless it is the employee's scheduled holiday off. No employee shall be excused without pay the effect of which will be to reduce the number who may be excused with pay.

18.08 Employees who are excused after reporting for duty shall be excused on a rotational basis and the excused time shall be equalized as nearly as possible.

18.09 No employee who is now receiving a greater number of holidays or higher premium pay for holidays shall have such benefits reduced.

18.10 The Company agrees that employees who are assigned on a holiday shall not be shifted from one method to another except to protect surges in the load, and such employees shall be returned to their regular method when the load falls and before holiday time off is granted in the method to which they were loaned.

18.11 In addition to the holidays recognized in Section 18.01, beginning January 1, 1998 each employee will be granted one Paid Personal Holiday each year, which shall be scheduled subject to the needs of the business. Employees who do not take this personal holiday will receive a cash payment for the day by January 31st of the following year.

## **ARTICLE 19**

### **Jury Duty**

#### **GENERAL**

19.01 The Company agrees that all regular employees, on any tour, who serve on juries, shall be paid wages at their regular rates of pay, such pay to include any subsistence presently being paid, for all time absent and such absence period shall be so indicated on the respective salary vouchers. All employees shall be excused for their entire tour during the period of jury service. In those cases, however, where the employee is temporarily excused from reporting for jury service for a whole workday or more, he shall report for company duty provided he is not deprived of his normal nights' rest. It is agreed that employees may be requested to seek exemption from jury service whenever it is impossible to release the employees without involving excessive overtime or excessive relief expense at small offices, or in emergencies at larger offices.

19.02 Any night employees serving on juries shall be released from duty not later than 10:00 p.m. the night preceding the start of such service without loss of pay.

19.03 Time worked beyond his tour of duty by an employee who is serving on a jury shall be paid for at the overtime rate of pay.

19.04 It is agreed that the usual notice of change of assignment will be observed unless the lateness of the notice from the individual who is to serve prohibits the usual notice.

19.05 Employees who are required to appear in court or at a police station on behalf of the Company shall be paid at the applicable rate of pay for all the time spent in court or the police station minus any fees or allowances received for such appearance.

## **ARTICLE 20**

### **Absence Account Death in Family**

#### **GENERAL**

20.01 An employee absent from duty on account of death in his family shall receive pay as follows:

(a) If the death in the family of the employee is that of a Father, Mother, Husband, Wife, Child, Brother or Sister, the employee shall receive five days off without loss of pay unless the employee, of his own volition, elects to be absent less than five days in which event the provisions of Section 20.02 are applicable.

(b) If the death in the family of the employee is that of a grandparent, parent-in-law, brother-in-law, sister-in-law, uncle or aunt or their spouse or other member of the employee's family by kinship or dependency, the employee, when absent from duty under such circumstances, will not be deprived of his regular pay but pay for such absences will be limited to a maximum of three days. The fact of a death in family, as referred to in this Subsection, does not entitle an employee to an absence of three days with pay but only for such period aside from the day of the funeral as is necessary to travel or to make requisite arrangements.

(c) Pay, as referred to herein, is interpreted to apply to workdays. This shall include Saturdays, Sundays and holidays at applicable rates of pay if the employee has been assigned to work upon such days when death in family intervenes; except that this shall not serve to affect the pay of the employee scheduled to be excused with pay at the excused time rate of pay for such holiday if death in family intervenes.

20.02 An employee who does not take time off shall not be given additional compensation.

20.03 When an employee serves as an active pallbearer at the funeral of a deceased fellow employee or pensioner, he shall suffer no loss of pay while absent during his regular tour of duty for the period of time required to serve as such pallbearer, limited to four hours.

## **ARTICLE 21**

### **Subsistence and Lodging**

#### **GENERAL**

21.01 Employees who accept temporary assignments away from their normal headquarters city or place of regular assignment, shall be reimbursed for the reasonable actual cost of living and traveling expenses or, if the employee chooses, he shall be paid a per diem allowance of \$30 in lieu of such reasonable expenses while so working away from his regular office.

#### **GENERAL**

21.02 The Company will pay the cost of all meals except noon meals while employees are working beyond the corporate limits of their headquarters city, except that in those large metropolitan areas made up of contiguous municipalities and extension of these limits shall be the subject of negotiation between the Company and the Union.

## **ARTICLE 22**

### **Transfer of Work**

#### **GENERAL**

22.01 When transfers of work or consolidation of functions (hereinafter termed transfers) are to be made, the Company will notify the Union at the Division level at least 60 days in advance of such action. When such transfers will have a national effect or establish a pattern, the notice shall be given to the Union at National level. Upon request the Company will meet with the Union at the Division level (or National level) not later than 60 days in advance of the transfer or consolidation to determine all rights provided by the Contract to the employees affected. It is agreed that this provision shall not serve to delay the date upon which the transfer or consolidation is to become effective. However, changes in employee work location of 25 miles or less are not subject to the provisions of this article. An employee who declines to accept a change of work location from one city to another within 25 miles or less will, if declared redundant as a result thereof, be entitled to the benefits of Articles 23 and 24 of the Contract.

22.02 Affected employees shall be given a notice of at least 30 days, which shall specify the date on which their work is to be transferred, and an opportunity to transfer with the work. A copy of such notice shall be given to the Union. Employees shall be allowed 30 days in which to determine if they wish to transfer. Any employee who would be subject to force reduction furlough should he elect not to transfer with his work, will be given a list of all other options of the Contract. Information concerning bumping rights shall also be furnished upon request. In case of only a partial transfer of a class of work where all employees in the class of work are not affected, election to transfer with the work shall be extended to the group of employees immediately affected on a seniority basis. Any employee who does not transfer with his work shall have all the options of the Contract. In the event the Company fails to transfer an employee on the date specified in the notice of transfer, the Company will reimburse the employee for any reasonable additional expenses incurred as a result of the delay.

22.03 Employees transferred under the above conditions shall carry full seniority rights, and shall, if furloughed force reduction, or furloughed by abolition of position, within two years of the transfer, have the right to return to the department of office from which they came and exercise full seniority as though they had not been transferred. In the event of this occurrence, the Company will pay the actual traveling and moving expenses of affected employees and their families in accordance with the provisions of Section 22.05 (a), (b), (c), (d) and (e) of this Article.

22.04 Employees on furlough force reduction at time of transfer or consolidation as above, and who would have been subject to transfer if at work, shall during continuation of such furlough force reduction be recalled in order of class-of-work seniority to either the department in which they were employed when furloughed or to the department to which the work in which they were engaged was transferred.

22.05 Employees transferred with their work from one city to another city shall be paid:

(a) The actual traveling expenses for the employee and his family, including the cost of packing, crating, drayage, storage limited to a maximum of 60 days, and transportation of household goods and personal effects.

(b) In addition, such employee shall be provided reasonable expenses up to 30 days while locating a suitable place to live.

(c) With respect to (a) above, an employee shall have the benefit of Article 40 of the Contract; provided however, that no employee shall be required to travel on his own time.

(d) Real estate brokerage fees incurred and actually paid by the employee on the sale of his home and all expenses exclusive of the purchase price which the employee is obligated to pay in the settlement or closing transaction in the purchase of another home, limited to a total of \$10,000 for the sale of the home or the sale and purchase combined; provided the employee owned his home on the date he was notified of his right to transfer and further provided that such sale and purchase takes place within two years of the date the employee was notified of his right to transfer, provided the employee has not quit, been discharged for cause or retired.

(e) An employee will be paid the costs incurred in breaking a lease, not to exceed an amount equal to two months rent or the security deposit, whichever amount is less, at the time of transfer upon submission of satisfactory evidence that reimbursement to the lessor was legally required even though the employee is relocating because his work has been transferred.

22.06 Any affected employee who is on a voluntary furlough, Union furlough, military furlough, maternity furlough or absent because of sickness at the time of transfer shall, upon reporting for active duty, be given all of the rights and privileges, of this Contract as though he were on active duty at the time of the transfer. Further, any employee who may be displaced as a result of the return of an employee from such absence or furlough shall be given all of the benefits of this Contract as though the displacement had been made at the time of the transfer.

22.07 No employee who transfers with his work to another city, and no employee then in the city into which the work is transferred, shall be declared redundant because of the transfer of work.

22.08 Any affected employee who is on force-reduction furlough at the time the work is transferred and who would have been subject to transfer if at work, shall, during the continuation of such force-reduction furlough, be entitled to all of the benefits of the Contract.

22.09 (a) Any employee force reduced as a result of a transfer of work or any employee successively displaced as a direct result of bumping because of the transfer of work shall be entitled to the provisions of Section 22.05 and to all other benefits of the contract.

(b) If the Company fails to permit an employee who did not elect to transfer with his work to exercise his chosen option on the date specified in the force-reduction notice, the Company will reimburse the employee for any additional expense incurred as a result of the delay in exercising his option.

22.10 Notwithstanding Section 7.03 of the Contract, it is agreed that no excluded employee will be returned to the bargaining unit because of a transfer of work except by mutual agreement by the Company and the Union at the Division level.

22.11 The scheduled vacation period of any employee who transfers with his work shall not be changed unless requested by the employee and approved by the Company and the Union at the local level.

22.12 Notwithstanding the foregoing, consolidation of major departments or defunctionalization within a city, a division, or nationwide, shall be the subject of negotiations at the National level under Article 22 of the Contract dated June 1, 1964.

**ARTICLE 23**  
**Severance Pay**

**GENERAL**

23.01 Employees who accept layoffs shall have the choice of the following options effective at the end of the force reduction notice:

(a) Employees who are eligible to receive a Class A, N, or 80 pension:

(1) Severance pay for a period of twenty (20) weeks, payable on a weekly basis, and

(2) The pension to which they are entitled commencing on the day following the termination of their severance pay.

(b) Employees who are eligible for a Class E or V pension:

(1) Severance pay calculated at the rate of one week per year of adjusted Company service up to a maximum of twenty (20) weeks payable in weekly installments.

(2) The Class E or V pension to which they are entitled in accordance with the provisions of the Pension Plan except that if the equivalent actuarial value of the pension amounts to less than one thousand dollars (\$1,000.00) it shall be payable in a lump sum.

(3) Pre-retirement 50% joint and survivor spousal coverage to be provided at no cost to the employee.

(c) Employees who are not eligible for a Class A,N, 80, E or V pension:

(1) Severance pay calculated at the rate of one week per year of Adjusted Company Service up to a maximum of twenty (20) weeks payable in weekly installments. In the event such severance pay amounts to less than one thousand dollars (\$1,000.00) it shall be payable in a lump sum. (The Company shall indemnify and hold the Union harmless against any and all liability, loss or damages the Union may suffer as a result of any claims, demands, suits, or judgements (excluding attorney fees) arising from the application, operation, implementation or interpretation of this Article 23.11 or its successor.)

(d) Acceptance of force reduction furlough with the right to claim and be paid severance pay and/or pension in accordance with the above schedule, if eligible at the time of furlough, before the expiration of four years following the effective date of the force reduction furlough.

(e) An employee on force-reduction furlough who is not eligible for pension at the time of furlough will accrue up to four years age toward pension eligibility in addition to the service credit provided by Section 8.01 (c) while on such force-reduction furlough, and may convert from force-reduction furlough to pension status within the four-year period if pension eligibility is achieved; except that such accrual shall not be permitted toward a Class N or E pension or a Class V deferred retirement benefit.

23.02 No employee shall be eligible for severance pay if he is discharged for cause, quits, or fails to return from a military, maternity, union or regular furlough at the expiration of such furlough, or extension thereof.

23.03 In the computation of severance pay under the above schedule, the effective date of the force-reduction furlough notice shall be the basis on which the payment due him shall be determined. Severance pay shall be calculated on the basis of pay for a full workweek at the rate of pay at which the employee subject to force-reduction furlough is working at the time he is force reduced.

23.04 Severance pay for part-time employees shall be calculated on the basis of the part-time workweek at the rate of pay the employee subject to force-reduction furlough is working at the time he is force-reduced.

23.05 Severance pay for a reduced-time employee shall be calculated not on the basis of reduced time but on the basis of pay for a full workweek at the rate of pay at which the employee subject to force-reduction furlough is working at the time he is force reduced.

23.06 Should an employee who is entitled to severance pay die before he has received payment for such pay, the amount due shall be paid over by the Company to his or her designated beneficiary or estate, provided claim is made on the Company within one year from the date of death.

23.07 An employee working a seasonal position or a position clearly temporary in duration shall not because of release from such seasonal or such temporary position be entitled to severance pay; provided such employee was given due notice of the temporary nature of such position prior to occupying such position; and , provided, further, that if such seasonal or such temporary position is of six months or more duration, the employee working such position; shall automatically become eligible to receive severance pay if and when subjected to force-reduction furlough from the temporary position. However, extension of the aforementioned six months may be mutually agreed to between the Union and the Company at the local level and approved at the division level (such extension not to exceed six months), in which event the affected employee shall not become eligible for severance pay unless he remains in such position altogether for a period of more that one year.

23.08 The Company agrees that, insofar as unemployment compensation is concerned, severance pay is payment for past services solely, and will not use the fact of such payment to bar employees' claims to unemployment compensation.

23.09 The acceptance and receipt of the first installment of severance pay by an employee terminates his Company service and all benefits flowing therefrom other than the payment of the remaining installments of severance pay and those provided for in Section 23.10, if applicable.

23.10 (a) Employees having five or more years of Adjusted Company Service who elect severance pay immediately upon the expiration of their force reduction furlough notice will also be entitled to:

(1) Continue then existing health and life insurance coverage at the same rate as active employees for a period of 90 days, and

(2) Job retraining payments for enrollment at a bonafide scholastic, technical or trade school with the following limitations:

1. 5 to 10 years of service--\$750.00 maximum
2. 10 or more years of service--\$1,250.00 maximum

Reimbursement will be made directly to the employee upon receipt of proof of payment within one year from the date of lay-off.

(b) Notwithstanding the provisions of Section 23.10 (a) (1) above, employees who elect to receive the benefits of Section 23.01 (a) will be eligible to continue their existing health and life insurance benefits at the same rate as active employees for a period of 20 weeks.

(c) Employees who elect layoff status upon the expiration of their force reduction furlough notice and subsequently apply for severance pay and/or pension shall not be entitled to the benefits of sub-sections (a) and (b) above.

## **ARTICLE 24**

### **Force Reduction**

#### **GENERAL**

24.01 The Union agrees that nothing in this Article, nor in th provisions of Article 23, will be construed to limit the right of the Company to determine the size of the working force.

24.02 An employee subject to force-reduction furlough shall have the following options:

- (1) Severance pay in conformance with Article 23.
- (2) Pension, if eligible.
- (3) Acceptance of layoff at the expiration date of his force reduction furlough notice.

(4) The right to exercise his seniority to displace an employee in the same, an equal or lower level classification within his seniority area in conformance with the procedures of this Article.

(5) (a) In the exercise of the preceding, an employee with five years of more class-of-work seniority who is subject to force reduction furlough shall be entitled to exercise his seniority to displace an employee with less class-of-work seniority in the same, an equal, or lower level classification, in conformance with the seniority provisions of this Article without reduction in pay or interruption of progression increases. If the employee is again subject to force-reduction, he shall be permitted to bump in accordance with the Contract from the job from which then force reduced, but shall retain his rate of pay, including progression

increases, from the job from which initially force reduced. In the application of this provision, the employee involved shall be credited with any seniority acquired in any higher class of work plus any seniority previously accumulated in all classes of work in the level in which he elects to exercise his seniority.

(b) If an employee has less than five years class-of-work seniority but five years or more adjusted company service at the time he is subject to force reduction furlough, and he chooses to exercise his seniority and return to the equal or lower level classification previously occupied in which he would have an accrual of five years or more of class-of-work seniority, but there is no position available to the employee in such equal or lower level classification, in the city in which he is located, he shall be issued another force reduction furlough from the equal or lower level classification. He thereupon shall have the right to exercise his seniority from such equal or lower level classification within his seniority area. In this event, the force-reduction furlough notice will be effective on the same date as that of the initial notice, and the employees rate will be that of the equal or lower level classification.

(6) An employee with five years or more of class-of-work seniority who moves from one city to another city in the exercise of his seniority shall be entitled to the benefits of Section 22.05 (a), (b), (c), (d), and (e).

(7) Should an employee with five years or more of class-of-work seniority who is subject to force-reduction furlough not possess sufficient seniority or the necessary qualifications to displace an employee in the same, an equal, or a lower level classification within his seniority area, the affected employee shall have the option to receive the equivalent of his severance entitlement pursuant to Article 23 including the benefits of Section 23.10. The acceptance and receipt of this option by an employee terminates his Company service and all benefits flowing therefrom.

(8) An employee with five years or more of class-of-work seniority who has exercised his right to displace an employee with less class-of-work seniority in the same, an equal or lower level classification must respond to a recall to his former classification, or, if he elects not to respond to such recall, he will assume in the classification in which he is assigned the rate of pay appropriate to the latter classification. An employee in the Plant Department is not deemed to have failed to respond to such a recall unless the recall is to the classification at the location or headquarters from which force reduced.

24.03 It is agreed that when force reduction measures are necessary, the following procedure shall apply:

(a) Before force reduction is made in any class-of-work, all detailed employees engaged in that class of work shall be returned to their home offices. Employees so returning shall have their travel expenses borne by the Company. In the case of an office having employees detailed to another office, any employee in the local office who may be affected by force-reduction furlough shall have the option of displacing an employee with less class-of-work seniority than he who may be on detail from the local office. The employee who thus exercises his option shall have his travel expense borne by the Company, and shall receive subsistence as provided in Article 21.

(b) The remaining employees, except those absent sick and on all types of furloughs, but including those temporarily absent on detail to other offices, shall be listed in the order of their class-of-work seniority in such class of work. The employee having the greatest amount of class-of-work seniority will be placed at the top of the list, and the employee having the least seniority will be placed at the bottom of the list, and force-reduction will be made inversely in the order of class-of-work seniority. The employee having the least class-of-work seniority in such class of work shall be the first subject to force reduction measures.

24.04 When reduction of force is necessary, the Company agrees to give fifteen days' written notice of force-reduction furlough to affected employees with class-of-work seniority of one year or more, and seven days' written notice of force-reduction furlough to affected employees with class-of-work seniority of less than one year but more than thirty days. Prior to the effective date of such notice the Company may extend the effective date for a maximum of two weeks unless the affected employee prefers to take the force-reduction furlough coincident with the initial effective date. Such notices shall not run concurrently with any vacation period. Two copies of all such notices shall be furnished to the Union.

24.05 There shall be no reduced time tours.

24.06 When an employee is subject to force-reduction furlough, he shall have the option of severance pay as set forth in Section 23.01 or he shall have the right either to accept the lay-off at the expiration of his force-reduction furlough notice, or to displace an employee who has less class-of-work seniority in the same, an equal, or a lower class of work, in any level, within his seniority area, provided he has reasonably sufficient qualifications, and provided further that his intention to exercise such bumping rights shall be indicated within a reasonable period after receipt of the force-reduction notice. An employee who displaces another employee and is subsequently disqualified from that position, shall be limited to no more than one additional displacement opportunity. In the application of this provision, the employee involved shall be credited with any seniority acquired in any higher class of work, plus any seniority previously accumulated in all classes-of-work in the level in which he elects to exercise his seniority.

24.07 Employees on force-reduction furlough, including those who are working in an equal or lower classification as a result of force reduction, shall be recalled in the order of class-of-work seniority, subject to the following conditions:

(a) In a recall from a lay-off, for other than temporary service, the employee's seniority rights shall be preserved for thirty days if he is unable to report for duty within that period. Should the employee fail to return to duty in response to the notice of recall, his seniority rights shall cease after the expiration of the thirty-day period and his employment shall then be terminated, unless such failure to return is due to illness. In that event he shall be shown as absent-sickness for a period limited to the unexpired portion of his current force-reduction furlough.

(b) In a recall of an employee who is working in an equal or lower classification as a result of force-reduction furlough, the employee's seniority rights in the classification to which he is recalled shall be preserved for thirty days if he is unable to report for duty within that period. Should the employee decline or fail to respond to such recall he shall lose his recall rights to the classification, unless such failure to return is due to illness. In that event his recall rights shall be preserved until he is able to return to duty.

(c) This Section shall be applied as follows in recalling employees in those classifications which appear on more than one level: Employees in such classification who, as a result of force reduction measures, are working on the same or on a lower level in their classification, or working in another classification, or on a lay-off on force-reduction furlough, shall be recalled in class-of-work seniority order to any vacancies which may occur in their classification on the same level or on a lower level than that from which they were force reduced. If a vacancy occurs in their classification on a level which is higher than the one from which such employees were force-reduced, such vacancy shall be bulletined in accordance with Article 32.

(d) An employee recalled for temporary service of less than thirty days shall not lose his seniority or recall rights if for any reason he is unable to report; provided, however, that when the recall is for the purpose of making a temporary relief of another employee, such as cases of absence sickness, absent regular furlough, vacation, etc., the employee shall not lose his seniority or recall rights if he is for any reason unable to report, notwithstanding that such relief may exceed thirty days.

(e) An employee recalled from force reduction furlough in the Plant Department, or Financial Operations to a city other than the one from which he was furloughed and who declines such recall shall not lose thereby his right of recall to his former classification and location but shall not be offered further recalls to the city to which recalled, unless he later notifies the Company in writing of his desire to accept recall to that city.

(f) An employee in the Plant Department, or Financial Operations, who because of force reduction measures is working in another city in his own classification or another classification shall have recall rights to a position in his own classification in the city from which he was force-reduced. However, such recall rights cannot be used to deprive another employee with greater seniority of his recall rights to the classification.

(g) Employees shall receive written notices of recall. (Copy to be furnished to the Union.) The Company shall notify the local Union of the date an employee responds to or declines recall, and in the case of recall to a temporary assignment, the date the employee is subsequently released back to force-reduction furlough status.

24.08 An employee recalled from force-reduction furlough (lay-off or an equal or lower class of work) who is employed in his regular classification for a period of more than one month after the date of his return will be given new notice of force-reduction furlough in accordance with Section 24.04 herein if it again becomes necessary to place him on force-reduction furlough. An employee who is recalled from force-reduction furlough for temporary service of less than thirty days shall not be reported off the service roll until seven calendar days after his release from duty, assuming his services are then no longer required.

24.09 Nothing herein shall detract from the rights provided for employees on force-reduction furlough from a class-of-work transferred under Article 22 from one department to another.

24.10 When an employee has been absent on a lay-off on force-reduction furlough for a total period of four years from the date of his last furlough notice (exclusive of any intervening periods of temporary service as defined herein), his employment shall be considered terminated and his rights as an employee of the Company shall cease, and he shall upon written request receive any severance pay to which he is entitled, provided the request therefor is made any time prior to date of such termination.

24.11 The foregoing general principles apply to all departments, and are further interpreted as hereinafter outlined.

#### **24.12 Commercial (District)**

(a) There shall be no reduced-time tour in the District.

(b) When an employee is subject to force reduction furlough, he shall have the option of severance pay as set forth in Article 23 or he shall have the right to accept lay-off at the expiration of his force-reduction furlough notice or he may elect to displace an employee in his District who has less class-of-work seniority in the same, an equal, or lower class-of-work, provided, he has reasonably sufficient qualifications. In the application of this provision, the employee shall be credited with any seniority acquired in any higher class of work, plus any seniority previously accumulated in all classes of work in the level in which he elects to exercise his seniority.

(c) An employee who accepts a lay-off from his headquarters city does not break his seniority if he is unable for any reason to accept recall to his class of work in another city.

(d) When the employee desires to exercise his right to displace an employee in the same, an equal or lower classification, the Company agrees to furnish the employee advancing such right with a list of employees who have less district class-of-work seniority. The list shall include the job title and headquarters city where such jobs exist. The Union will be provided with a copy of the lists.

#### **24.13 Plant**

When an employee is subject to force-reduction furlough, he shall have the option of severance pay as set forth in Section 23.01, or he shall have the right either to accept the lay-off at the expiration of his force-reduction furlough notice, or he may elect to exercise his class-of-work seniority in the division within his present class-of-work; or he may elect to exercise his class-of-work seniority, either within his particular city, or within the division, in displacing an employee in the same, an equal or a lower class of work, who has less class of work seniority, in any level, provided he has reasonably sufficient qualifications. In the application of this provision, the employee involved shall be credited with any seniority acquired in any higher class-of-work, plus any seniority previously accumulated in all classes of work in the level in which he elects to exercise his seniority.

#### **24.14 Financial Operations**

When an employee is subject to force-reduction furlough, he shall have the option of severance pay as set forth in Section 23.01 or he shall have the right either to accept the lay-off at the expiration of his force-reduction furlough notice or he may elect to displace an employee in the Financial Operations who has less class-of-work seniority in the same, an equal or lower class of work, provided he has reasonably sufficient qualifications. In the application of this provision, the employee involved shall be credited with any seniority acquired in any higher class-of-work, plus any seniority previously accumulated in all classes of work in the level in which he elects to exercise his seniority.

#### 24.15 Home Office

When force-reduction is necessary in any Home Office Department, employees subject to force reduction shall be listed in the order of their class-of-work seniority in each class of work, the employee having the greatest seniority being placed at the top of the list and the employee having the least seniority at the bottom. Force-reduction shall be made inversely in the order of seniority; the employee having the least seniority in such class of work shall be the first subject to force-reduction. An employee subject to force-reduction furlough shall have the option of severance pay as set forth in Section 23.01, or he shall have the right either to accept the lay-off or he may exercise his accrued class-of-work seniority in displacing an employee with less class-of-work seniority in the same, an equal or lower class of work in the affected Home Office Department, or he may elect to displace an employee in the local office in the class of work from which he came. In the application of this provision, the employee involved shall be credited with any seniority acquired in any higher class of work, plus any seniority previously accumulated in all classes of work in the level in which he elects to exercise his seniority.

### ARTICLE 25

#### Regular and Maternity Furloughs

25.01 A regular furlough is an authorized leave of absence from duty of over seven days without pay. Regular furloughs may be issued for an initial period not exceeding three months, which, upon concurrence of the Union, may be extended for additional three-month periods, but in no case will such extension be made beyond a period of two years from the date the regular furlough was first issued. A female employee will be granted, upon request, a regular furlough for a period on one year or less at the time she adopts an infant.

25.02 A maternity furlough shall be granted for a period of one year, with option of prior return, and shall have seniority accrual pursuant to Section 7.04 (c). Employees exercising the right to return to duty prior to the expiration date of furlough may be required to give the Company sufficient notice to permit adjustment of force in accordance with the provisions of this Contract.

25.03 When an employee requests and is granted a regular furlough, other than maternity, for a period not exceeding three months, there shall be no loss of seniority for the time absent, except accrual of seniority shall be limited to three months in any twelve consecutive months' period. Any extensions of the regular furlough beyond the three months' period will be without accrual of seniority.

25.04 Upon the conclusion of a regular furlough or a maternity furlough, the employee shall have the right to return to the position he or she was occupying at the time of taking the furlough. If the employee's seniority does not entitle him to return to his former position, he shall be given a force-reduction furlough notice at the time he returns to duty, the notice to be dated and the furlough to become effective on the day of such return and without the advance notice period; and this shall entitle him to all the rights provided in the Contract for employees subject to force-reduction furlough. If the employee wishes to exercise his bumping rights, he may do so when he returns from furlough and receives the force-reduction furlough notice, provided he has given the Company fifteen days' advance notice of his intention to return to work and exercise such bumping rights. However, if the employee has not given the Company such fifteen days' advance notice of his return to work and desire to exercise his bumping rights, he will not be permitted to exercise such rights until fifteen days after giving notice (such notice to be given within fifteen days of receipt of force-reduction furlough notice) unless the exercise of his bumping rights will not displace another employee and make it necessary for the Company to issue a force-reduction furlough notice to that employee.

### ARTICLE 26

#### Military Furloughs

#### GENERAL

26.01 The Company shall grant leave of absence to an employee (male or female) other than a temporary employee, who enters the armed forces of the United States (or the Public Health Service where applicable) for a period of training or service. An employee (male or female), other than a temporary employee,

who completes a period of training or service with the Armed Forces of the United States (or the Public Health Service where applicable) shall have reemployment rights and other benefits with the Company as follows:

26.02 Upon application for reemployment within 90 days after the employee is relieved from the training or service, the employee shall have reemployment rights and other benefits (as hereinafter defined) if he falls within any of the following three classes:

- (a) An employee who is inducted into the Armed Forces of the United States and who receives a certificate to the effect that he has satisfactorily completed the period of training or service imposed by law.
- (b) An employee who enlists in the Armed Forces of the United States (other than in a reserve component), who is relieved from service under honorable conditions, and whose period of service is not in excess of the maximum period specified by law within which reemployment rights are conferred upon enlistees.
- (c) An employee who enters upon active duty, whether or not voluntarily, in the Armed Forces of the United States or the Public Health Service in response to an order or call to active duty, who is relieved from active duty under honorable conditions and whose period of active duty is not in excess of the maximum period specified by law within which reemployment rights are conferred upon such employees.

26.03 The reemployment rights and other benefits granted the employees enumerated above in Section 26.02 are as follows:

- (a) The employee will be restored to his former position, without loss of seniority, or to a position of like seniority, status and pay, provided he is still physically qualified to perform the duties of his former position. If the employee is no longer physically qualified to perform the duties of his former position, he will be given such available employment as he is able to perform and to which his company service credit and seniority entitle him. The Company and the Union will negotiate a wage rate for the employee upon his return to Western Union service comparable with the wage rate of other employees of like seniority in the job classification to which he returns.
- (b) An employee restored to a position shall be considered as having been on leave of absence during his period of training or service. Leave of absence for this purpose will cover the period of the employee's absence from the effective date of his entry into military training or service and will not be construed as a break in the continuity, of the employee's company service; the period of his absence will be counted as part of such service. Such leave of absence will be without Company pay.

26.04 Whether or not presently or ultimately eligible for reemployment, an employee who leaves a position with the Company (because of induction, enlistment or entry upon active duty), and who is entitled to vacation pay, will be paid an equivalent in cash if the vacation has not been taken. In addition, the employee shall receive, in advance, another payment equivalent to pro rata vacation earned in the year the employee goes on such leave of absence. The remainder of the vacation will be granted during the year normally due if the employee has returned to the Company's service prior to the end of that year. If the employee does not return until after the expiration of the year in which the balance of the vacation is due, the time on leave of absence shall be treated as time worked for vacation purposes. All benefits under the Employee's Benefit Plan will be suspended during the period of absence.

26.05 Everything heretofore set out in this Article shall apply to an employee who satisfactorily completes an initial period of active duty for training of not less than three months or more than six months pursuant to Section 262 (c) (1) of the Reserve Forces Act of 1955, except that such employee shall apply for reemployment within sixty days after his release from such required period of active duty for training.

26.06 An employee (male or female), other than temporary employee, shall be granted a leave of absence by the Company for the purpose of being inducted into, entering, determining his physical fitness to enter, or performing training duty in the Armed Forces of the United States. Upon his release from training duty or upon his rejection, such employee shall, if he makes application for reinstatement within 30 days following his release, be reinstated in his position.

26.07 Should applicable federal law provide for reemployment rights and other benefits in addition to those set out in this Article, employees shall be entitled to such additional reemployment rights and other benefits. Should anything in Article 26 conflict with applicable federal law, such law shall prevail.

26.08 Employees shall be paid for the time lost while taking a physical examination for induction or enlistment in the Armed Forces of the United States, but not including examinations for enlistments in the National Guard and Reserve Forces.

## **ARTICLE 27**

### **Union Furloughs**

#### **GENERAL**

27.01 A Union furlough is an authorized leave of absence from duty of over seven days, without pay, as distinct from shorter periods of absences as provided in Article 28. Upon request from an accredited officer of the Union, the Company will grant a furlough or furloughs to an employee required to devote his full time to Union activities within the industry for a period not exceeding two years.

27.02 Employees thus furloughed will continue to accrue seniority and company service during the life of the furlough. Employees so furloughed prior to April 1, 1946, also shall be credited with full accrual of seniority and company service for all periods while on Union furlough. Should the employee return to duty, either due to the expiration of his furlough or of his own accord, he shall resume duty by exercising his seniority rights in returning to the position he was occupying at the time of taking the furlough. If the employee's seniority does not entitle him to return to his former position, he shall be given a force-reduction furlough notice at the time he returns to duty, the notice to be dated and the furlough to become effective on the day of such return and without the advance notice period, and this shall entitle him to all the rights provided in the Contract for employees subject to force reduction furlough. If the employee wishes to exercise his bumping rights, he may do so when returns from furlough and receives the force-reduction furlough notice, provided he has given the Company fifteen days' advance notice of his intention to return to work and exercise such bumping rights. However, if the employee has not given the Company such fifteen days' advance notice of his return to work and desire to exercise his bumping rights, he will not be permitted to exercise such rights until fifteen days after giving notice (such notice to be given within fifteen days of receipt of force-reduction furlough notice) unless the exercise of his bumping rights will not displace another employee and make it necessary for the Company to issue a force-reduction furlough notice to that employee.

27.03 In the mutual interest of the employee and the Company, the principle shall be observed that an employee on an extended Union furlough shall return to duty for a period of at least one week at intervals of approximately two years, after which upon request he will again be granted a furlough or furloughs as provided in Section 27.01. Return to duty for one week may be waived by mutual agreement between the Company and the employee.

27.04 Employees exercising the right to return to duty prior to the expiration date of furlough may be required to give the Company sufficient notice to permit adjustment of force in accordance with the provisions of this Contract.

## **ARTICLE 28**

### **Release of Employees for Union Activity**

#### **GENERAL**

28.01 The Company agrees to excuse, without pay, from Company duty, a Union member needed for Union activity within the industry, upon request from an accredited representative of the Union.

28.02 In the application of this agreement, the Union agrees to recognize the problem of Management in relieving certain employees where a relief is not available locally or where excessive overtime will be involved and in such cases will give three days notice.

28.03 It is understood that this agreement does not permit the excusal of a group of employees in any city or department which would result in the interruption of the operations of the Company in such city or department.

## **ARTICLE 29** **Employment**

### **GENERAL**

29.01 The Company agrees that before any new employees are hired in any department, the local department head will consult with the heads of other departments in the city in order to ascertain if there are any employees available who desire the position. This provision also applies to employees on force-reduction furlough.

29.02 New employees shall serve a probationary period of 60 days, during which period employees may be released by the Company for proper cause, including lack of aptitude. The Union will be promptly notified in writing of the release of such employees.

## **ARTICLE 30** **Classification of Employees**

### **GENERAL**

30.01 Employees classified as "regular employees" are:

- (a) New employees who have completed thirty days of continuous service with the Company.
- (b) Employees on part time (as distinguished from reduced time) who have completed thirty days of continuous service, and who are unable to offer full time, and who may be assigned to tours, in accordance with seniority, of less than full time but, in no event, less than four hours per day. The Company agrees not to solicit individuals for part-time work. Part-time employees will not be hired until the vacancy or newly created position has been bulletined in accordance with the provisions of Article 32 as a full-time position (or as a reduced time position where permitted by Contract).
- (c) Employees on reduced time (as distinguished from part time) because of force reduction.
- (d) New employees who have graduated from training as students lasting for over thirty days or if graduated in less than thirty days, who have been on the payroll for thirty days.
- (e) Re-engaged employees.

30.02 "Other-employment employees" will be used only as substitutes upon request of regular employees, or to relieve regular employees of excessive overtime. Other-employment employees shall, in no event, dilute the working rights of the regular employees. Where the restrictions of this section fail to limit the regularly recurring use of any particular other-employment employee, such employee shall be reclassified as a regular employee and required to observe the obligations of this Contract.

30.03 Other-employment employees will not be used as substitutes or to relieve excessive overtime as long as there are regular employees on reduced time or force-reduction furlough who are available and want the time.

30.04 Sections 30.02 and 30.03 above are modified as follows: to assist in the handling of heavy volume on Special Occasions and extraordinarily heavy load on other occasions, the Company may employ temporary other-employment employees, such as housewives, students and individuals employed elsewhere, provided qualified regular employees in the major department involved have been offered the opportunity to work all available overtime and, secondarily, provided that qualified regular employees in equal and lower levels in the other major departments in the city have been offered the opportunity to work all the available overtime.

**ARTICLE 31**  
**Employees' Records**

**GENERAL**

31.01 Where knowledge of an employee's personal record is essential to the guidance and judgement of the Union officials, they shall be entitled to examine the employee's personal record envelope or file. With respect to employee's records of salary rating and company service, Union officials shall be entitled to examine same upon request.

31.02 With respect to errors or infractions the record shall be interpreted in a fair and reasonable manner, considering all facts which may be contained therein and making due allowance for conditions under which the employee was working. In considering an employee's record with respect to salary increases, promotion, or for other purposes, the less important errors and minor infractions occurring six months or more prior to the date of review shall be disregarded, except that such types of infractions which have occurred repeatedly over a long period shall be considered.

31.03 The Company agrees that no memoranda or record of complaint cases or errors developed in monitorial observations will be placed in an employee's personal record envelope or file until the same have been reviewed with the employee and the employee has been given the opportunity to initial them. However, the employee shall not be required to initial the file, and if initialed, it shall not be considered an admission of guilt.

31.04 Any employee shall have the right to see his service record and personal record envelope or file upon request.

31.05 It is agreed that monitorial observations of the work of individual employees shall be made in a fair and impartial manner. Monitorial observations made during the first thirty minutes after the employee begins work for the day, or while working overtime, shall not be charged to the record of the individual employee.

31.06 The Company agrees that whenever discrepancies or other irregularities are developed in audits which adversely affect an employee's record, the employee's supervisor will afford the employee the opportunity to review and initial the report, or an extract therefrom, and to include any statement in writing by the employee as a part of any record to be maintained under the provisions of this Article. An extract of the report shall be given to the affected employee upon request.

31.07 The Company agrees that if the record of any employee is charged with blame or responsibility for an accident, the Company shall furnish the Union promptly with a written statement of the Company's charges and of its reasons therefor.

**ARTICLE 32**  
**Bulletining of Positions**

**GENERAL**

32.01 (a) The Company agrees to bulletin all vacancies and newly created positions within the bargaining unit (except as modified elsewhere in this Article) within seven days of occurrence. The bulletin shall remain posted seven days exclusive of Sunday in Traffic local offices, Home Office, Financial Operations, and Commercial Divisional Cities. In all other instances, bulletins shall remain posted fifteen days.

(b) All technician position bulletins will be accompanied by an applicable apprentice position bulletin except at locations where no other technician in that classification is assigned. In such cases the apprentice bulletin will be optional.

An employee entering an apprentice classification whose rate of pay is at or above the starting rate of the corresponding Journeyman's classification will be permitted to perform productive work without supervision.

An employee entering an apprentice classification whose rate of pay is below the starting rate of the corresponding journeyman's classification will be permitted to perform productive work without supervision for up to four hours per day except that such employee will not be assigned alone to any Technical Control Center or customer location.

32.02 All vacancies or newly created positions within the bargaining unit will be bulletined in the seniority area and in the local main office of all other departments in the city where the vacancy of newly created position exists.

32.03 Vacancies which result from the temporary absence of the incumbent may be filled by the Company on the basis of seniority from among those having reasonably sufficient qualifications insofar as the necessary changes can be reasonably made. However, such vacancies will be bulletined as temporary positions if the absence of the incumbent extends beyond three months or prior thereto if it is known that the absence will extend beyond three months. If the absence of an incumbent extends more than one year, or when it is known that the absence will extend more than a year, the vacancy will be bulletined as a permanent vacancy. The bulletin shall specify that the vacancy results from the absence of the incumbent. (This provision shall not deprive the absent employee of any rights he may have under the Contract to return to the position he occupied prior to his absence.)

32.04 The bulletin shall name the job title, job classification description, job level, job classification rate range, hours of work and location of the job, and any subsistence and/or traveling expense allowance as provided in Article 21, when applicable. At larger cities the bulletin will include the street address of the initial assignment within the headquarters city. Temporary vacancies due to absence of the incumbent shall be so indicated in the bulletins. The Union shall be furnished copies of all bulletins.

32.05 The successful applicant shall be selected on the basis of seniority from those bidders having reasonably sufficient qualifications, except as modified in Section 32.08 hereinbelow. "Reasonably sufficient qualifications" shall not be interpreted to mean either the minimum qualifications necessary to get by in the job or the selection of the best qualified applicant regardless of seniority. (Applicants for students openings in Commercial schools may be required to pass employment tests, if not previously passed, and pass physical examination if not previously taken but failure to pass such test shall not jeopardize the continued employment of the employee in the position he is occupying at the time he takes the tests.) The successful applicant shall be selected within seven days after the closing date of the bulletin in those offices where the bulletin remained posted for seven days (in accordance with Section 32.01 above), or within fifteen days in those offices where the bulletin was posted for fifteen days (in accordance with Section 32.01 above). Any disagreement regarding such qualifications shall be deemed a grievance and subject to the grievance and arbitration articles of this Contract. In those instances when a bulletin is issued for more than one job in the same classification, the Company will select the successful bidders on the same day and before hiring anyone to fill one of the unclaimed jobs. For the purpose of this Article, seniority shall be applied as follows:

(a) Home Office, Commercial Divisional Offices, Financial Operations (St. Charles, Mo.); Traffic Department Offices.

- (1) Class of work (in bulletined position)
- (2) Office

(b) Commercial District

- (1) Class of work, District (in bulletined position)
- (2) District

(c) Plant

- (1) Class of work, division (in bulletined position)
- (2) Division

32.06 Bids received from employees in the major department in which the vacancy or newly created position occurs shall have priority over bids received from applicants of other major departments. In the event only the latter are received, company service shall govern.

32.07 The successful applicants for positions bulletined under the specific titles of Territorial Representative and Sales Representative shall be selected solely by the Company; provided, however, this Section shall in no manner be used to jeopardize the status of those employees already having the above-named title; nor shall it apply in the event of recall of employees on furlough from such classification; and

specifically provided further that this Section shall not be used as a criterion in awarding positions in all other classifications in which sales is a part of the duties.

32.08 At the time the successful bidder is selected and notified, the Union and all unsuccessful bidders shall be given the name of the successful applicant and a list of all applicants and their seniority, and Company service where that is the factor in determining the successful applicant. The successful applicant will be required to notify the Company of his acceptance or rejection within 72 hours from the time he receives notification of his successful bid and such requirement will be included in the notice of award. If there are no applicants for a bulletined job, the Company shall notify the Union immediately after the close of the bulletining period. If no bid is received from an employee having reasonably sufficient qualifications, the Company will proceed to fill the position, but if the job has not been filled within ninety days, the position shall again be bulletined.

32.09 (a) Successful bidders selected in accordance with the provisions of Sections 32.05 and 32.07 who have had prior experience in the bulletined class of work shall receive the title and applicable job classification rating from the date of selection for the position. If for personal reasons the employee is unable to report to the new position with reasonable promptness, the title and rating shall become effective on the date he is able to report. Bidders who have not had such prior experience shall serve a probationary period of thirty days unless it is mutually agreed by the Union and the Company at the local level (division level in Plant) to extend the probationary period, such extension in no event to exceed thirty days. If the successful bidder is to remain on the job at the expiration of the probationary period, or mutually agreed extension thereof, he shall receive the title, together with the applicable job classification rating, retroactive to the date he was selected for the position. The successful bidder shall be assigned to the new position within 30 day after he is selected for the position but in cases where special training is required the assignment shall be made within 60 days. (Any extension of this time limit must be agreed to by the Union.) If the successful bidder does not remain on the job at the expiration of the probationary period, or mutually agreed extension thereof, he shall be paid the applicable dual rate for the probationary period and he shall return, without loss of seniority to the job he occupied when he submitted his bid and the vacancy shall then be filled by the next senior qualified bidder on the original list. Whenever a successful bidder desires to return to his former position within the probationary period or within 30 day after he is assigned to the new position, the return shall be permitted. If the former position of the employee who is returning as a result of disqualification or exercise of his right to return is occupied by a successful bidder, the latter shall return, without loss of seniority, to the job he occupied when he submitted his bid. However, if the return of the former incumbent does not create redundancy the successful bidder shall remain in the classification at that location.

(b) An employee who bids and is awarded an apprentice position in one of the Technician classifications, except Computer Center Technician classification, and at the completion of his training is graduated to a Technician classification, will not be qualified to bid, and will not be awarded for a period of six months after graduation, another position in an equal or lower classification unless his training can be utilized in such position. In the Computer Center Technician classification, an employee who bids and has been awarded an apprentice job, and is graduated at the completion of his training, shall not be qualified to bid, and will not be awarded, for a period of one year after graduation, a position in the same, an equal or lower classification unless his training can be utilized in such position. An employee in the Customer Service Representative classification who bids on, and is awarded, a position in the Customer Relations Specialist classification will not be eligible to return to his former position pursuant to the provisions of this Article for a period of six months. Similarly, an employee in the Customer Relations Specialist classification who bids on, and is awarded, a position in the Customer Service Representative classification will not be eligible to return to his former position pursuant to the provisions of this Article for a period of six months.

(c) An employee in a Computer Center Technician or Computer Center Technician Chief classification who bids on another position in the same, equal or lower Computer Center Technician or Computer Center Technician Chief classification requiring new classroom training of at least ten consecutive weeks will accept the same restrictions on bidding out of the job on the new position as set forth above for the Computer Technician classification.

(d) Bulletins issued for all Technician apprentice classifications and for Computer Center Technician and Computer Center Technician Chief classifications shall include the specific restrictions for such positions as covered in Sections 32.09 (b) and (c).

32.10 The successful applicant for a position bulletined as a temporary vacancy, due to the absence of the incumbent, shall accrue seniority in that classification from the date he was selected for the temporary position, after serving a probationary period of 30 days. He shall also continue to accrue seniority in his regular classification, and major department. If the successful bidder does not remain on the job at the expiration of the probationary period, he shall be paid the applicable dual rate of pay for the probationary period, and he shall return to his former position and the vacancy shall then be filled by the next senior qualified bidder on the original list. If and when such temporary occupant is displaced by the return of the incumbent or otherwise, he shall have the right to return to his former position without loss of seniority except that when the return is to another major department the seniority accrued in the department in which the employee was temporarily assigned shall be lost. In instances where more than one temporary position is involved within a classification the employee with the least seniority shall be first returned to his former position. An employee who is occupying a temporary position pursuant to the foregoing in another major department shall retain his bidding rights within the department from which he is temporarily transferred. In the event the temporary vacancy becomes permanent for any reason, it shall be rebulletined as a permanent position.

32.11 Upon the request of the Union, the Company shall furnish a bulletin board in the main office of each department at divisional cities for the purpose of bulletining positions only.

32.12 Where there is work in any higher classification which requires the assignment of any employee from a lower classification for four hours or more of his tour to the higher classification, and which may be reasonably anticipated will continue for a period of more than three months, the position in the higher classification shall be bulletined in accordance with the provisions of this Article and the successful applicant shall be paid the higher rate of pay for his entire tour.

### **ARTICLE 33 For Future Use**

### **ARTICLE 34 Employee Protection**

#### **GENERAL**

34.01 (a) Upon request of the Union, the Company will promptly investigate conditions on its premises where there is danger of injury to employees from robberies, bomb threats, fire or physical assault, etc. (Such complaints may be appealed under the grievance procedure but will not be subject to arbitration.)

(b) Employees will be reimbursed up to \$100 for losses of personal money and personal property as a result of holdups. In cases involving extenuating circumstances the Company will give consideration beyond the \$100 limit.

### **ARTICLE 35 Local Modifications**

#### **GENERAL**

35.01 It is mutually agreed that there shall be no local modifications of this Contract.

### **ARTICLE 36 Overages and Shortages**

#### **COMMERCIAL**

36.01 The Company agrees that employees, so long as they are required to turn in daily collections in their entirety, shall not be held responsible for petty differences in their cash, in cases which do not represent gross carelessness, bad judgment, or indifference, so long as such differences do not by frequency or volume

suggest dishonesty or chronic carelessness. Then foregoing does not apply to correction notices covering errors in addition, tolls on messages left off the counter sheet, etc., which clearly imply an overage on the part of the employee.

**ARTICLE 37**  
**Assignment of Graduate Students**

**GENERAL**

37.01 Upon assignment to productive work, graduate students shall be assigned in the order of seniority, except where this provision would place a newly graduated student on a tour any part of which is not simultaneously worked by an experienced employee, in which case the graduate student may be assigned out of seniority order for a period not to exceed thirty days.

**ARTICLE 38**  
**Bulletin Boards**

**GENERAL**

38.01 The Company will lease to the Union bulletin boards of adequate size for the exclusive use of the Union at offices having five or more employees.

38.02 The location of the boards at each office will be subject to agreement by Union and Company representatives.

38.03 The rental charge for the bulletin boards shall be twenty-five cents per board per annum.

38.04 The Union will not post on Union bulletin boards on Company property anything which contains derogatory language.

**ARTICLE 39**  
**Pay Procedure**

**GENERAL**

39.01 All employees shall be paid weekly and payment shall be made on the same day each week as may be established for each departmental or sub-departmental group. Employees shall be paid on company time, or allowed the necessary additional time to call for pay on lunch and short reliefs without loss of pay. When a pay day falls on a holiday, pay shall be distributed on the preceding day except when a holiday falls on Monday. The Company agrees to release paychecks as soon as available, but in no event later than Friday.

39.02 The Company agrees that where employees are paid by check, a perforated stub shall be attached showing earnings and an itemization of all deductions. Where payment is made in cash, and a stub showing earnings and an itemization of all deductions, is not furnished, copy of the pay voucher will be furnished the employee upon request. All plant employees located in divisional cities shall be permitted to draw their pay locally on the established pay day if their pay checks do not arrive on time.

39.03 When it is necessary to incur bank charges for cashing pay checks of plant employees working away from headquarters, the Company agrees to assume such bank expense.

39.04 The Company will deduct payments for hospitalization and group life insurance from those employees who are on sick benefits, at the employee's option.

39.05 If an employee receives an incorrect amount for a payroll period, an immediate adjustment will be made.

39.06 An employee shall be furnished a duplicate of any form required for correction of his pay concurrently with its submission to the payroll center.

39.07 The Company shall furnish the employees a statement of all federal, state and local taxes withheld from the employees' pay no later than February 1st in the year following that in which the deductions were made.

## **ARTICLE 40**

### **Travel Time**

#### **GENERAL**

40.01 When employees are required to travel on scheduled days off, Sundays and holidays, they shall be paid for all travel time but no less than four hour at the applicable rate of pay. However, if the employee is provided with sleeping accommodations which will permit a normal night's rest, he shall receive four hours pay at the applicable rate for the travel time but if he travels within the hours of his normal work-week tour, he shall be paid for all such travel time limited to a maximum of eight hours and a minimum of four hours at the applicable rate of pay.

40.02 When employees are required to travel on regular work-days during hours which are within their normal assigned tours, they shall be paid at their regular rates of pay for such traveling hours.

40.03 Employees who travel or work away from their headquarters shall be provided with suitable advance money for expenses.

40.04 Notwithstanding any other provisions of this Article, no employee required to travel shall receive less pay than he would have received for his normal assignment provided he would have been assigned had he not been required to travel.

40.05 The time spent by employees traveling from one job or assignment to another or when required to travel to or from headquarters, on regular workdays, either before or after the regular day's tour, shall be classed as overtime. This includes traveling on trains, buses, trucks, or otherwise, but does not include trips for which overnight sleeping accommodations on the vehicle while enroute are provided.

#### **PLANT**

40.07 When an employee regularly assigned to a specific reporting place is requested to report for work at another location where the work is to be performed, and the required travel time exceeds the employee's normal travel time between his home and his regular reporting place, such excess travel time shall be considered as time worked and shall be paid for accordingly.

## **ARTICLE 41**

### **Transportation**

#### **GENERAL**

41.01 (a) Any employee who uses his own car to move from an assignment in one place to an assignment in another, and who is authorized to use his car in lieu of public transportation shall be reimbursed at the rate of twenty-six cents per mile.

(b) Employees required to drive Company vehicles, or in instances where service requirements necessitate other modes of travel, an employee will be permitted to use his own car to travel to a temporary assignment in a different city or town not more than 1200 miles distant, and shall be reimbursed as follows:

(1) Actual travel time limited to a maximum of eight hours at a straight time rates of pay.

(2) Mileage at the rate of twenty-six cents per mile or the equivalent of air coach fare whichever is lower. Trips in excess of 1200 miles may be authorized by the Company subject to the above limitations on reimbursement. Employees using their cars for this purpose must have a valid motor vehicle operator's license and submit evidence of having an automobile insurance policy in effect in an amount not less than that required under the State financial responsibility law in which the temporary assignment is located or in an amount of 10/20/05 where no such financial responsibility law exists.

#### **GENERAL**

41.02 An employee assigned to work away from his headquarters and who has no Saturday or Sunday assignment will continue to receive the equivalent of his average daily expense or per diem allowance whether or not he remains at the job site. It is understood that travel time entailed in leaving and returning to the job site under the provisions of this Section shall be on the employee's own time. Any employee who uses his own car in leaving and returning to such job site must cover the Company with required insurance protection. However, the foregoing provisions do not preclude the Company from bringing an employee

back to his headquarters for the weekend at Company expense and on Company time, and without payment of the expense allowance over the weekend, in those cases where the employee is assigned less than 100 miles by the most direct route from his regular reporting place in his headquarters city.

41.03 Employees covered by Sections 21.01 and 21.02 shall have the right to return at the Company's expense and without loss of pay to their normal headquarter's city or place of regular assignment (or to their homes or new job location if the distance is equal or shorter) when they are subject to force-reduction furlough, awarded other positions, take military or maternity furloughs, retire or are discharged.

41.04 The Company agrees it will not require any employee to operate an unsafe Company owned vehicle.

## **ARTICLE 42**

### **Moving and Transportation Expense**

#### **GENERAL**

42.01 The Company agrees to pay moving and transportation expenses for the employee and his family when promoted to a position in another city. In addition, such employee shall be provided reasonable expenses up to 30 days while locating a suitable place to live. (The benefits of this section shall apply to an employee who is promoted to a classification in which he previously held the title provided more than one year has elapsed since he last held the title.)

## **ARTICLE 43**

### **For Future Use**

## **ARTICLE 44**

### **Vehicle and Mileage Allowance**

#### **GENERAL**

44.01 Employees authorized to use their personal automobiles on Company business, shall be paid at the rate of twenty-six cents per mile for such use.

#### **COMMERCIAL**

44.02 The Company agrees to provide an adequate place to park or to pay parking fees for all employees who use their own car or Company cars in the Company's service at the office where they work on days when the use of such cars is necessary in Company service.

44.03 The Company agrees to provide a \$5.00 per week parking allowance for all employees at Dallas provided they work at least twenty (20) assigned hours per week.

## **ARTICLE 45**

### **Assignments**

#### **GENERAL**

45.01 Employees shall not be assigned to early-night tours of duty ending later than midnight unless the necessities of meeting service requirements clearly warrant such assignments.

#### **PLANT**

45.02 (a) When a vacancy occurs in a classification within a city in the Plant Department where there are two or more reporting locations, the Company will post a notice promptly which will remain posted for a period of three working days, during which period employees in that classification may express their preference. The ultimate vacancy with a specified initial reporting location will be bulletined. A copy of the notice will be furnished to the Union at the time of posting.

(b) Where there are two or more reporting locations within a headquarters city, an employee subject to reassignment when his reporting location is disturbed may select any other reporting location within his headquarters city according to his class of work seniority.

**ARTICLE 46**  
**For Future Use**

**ARTICLE 47**  
**Special Training**

**PLANT**

47.01 When new methods requiring special training are introduced in the Plant Department, the Company agrees to provide such training. The number of employees to be trained under this Article shall be limited to the requirements of the service and regular rates of pay shall be paid during the necessary training period.

(a) An employee may not be disciplined for unsatisfactory performance if such performance is attributable to the fact that the employee was not afforded adequate training in the operation or maintenance of new equipment or in changes which have been made in the operating procedures or functions of existing equipment.

47.02 If the new method is such as to involve new class of work, the positions shall be bulletined in the usual manner and selections made subject to the provisions of Article 32.

47.03 If the new method is such as to involve work which is comprehended in an existing classification in a particular locality or localities, the employee or employees affected in the particular locality or localities shall be given the opportunity to take the training. Should such employee or employees not desire the training or otherwise not qualify for the new method, the position shall be bulletined as under Section 47.02 above.

47.04 Notwithstanding the provisions of Section 9.16 (a), the Company will not be required to offer overtime assignments to employees who have not been trained on certain equipment. In such cases, an agreement providing for equalization (within six hours) of overtime semi-annually for all employees in the affected classifications shall be negotiated at the local level.

47.05 When a Technician is assigned to instruct other employees (other than an apprentice on the job) in theory and/or work, he shall be paid a differential of 12 cents per hour for the time so assigned.

**GENERAL**

47.06 The Company agrees that when for any reason changes in its operating and technical methods or practices require additional knowledge and skill on the part of its employees, such employees will be given opportunity to study and practice to acquire any knowledge and skill necessary to retain their employment, provided the individual can qualify for the new work within a reasonable training period, due recognition being given to the difference in aptitude in various employees. The Company agrees to furnish the necessary instruction, at such employees' prevailing rates of pay.

47.07 The Company agrees that when employees are required to take tests in accordance with job descriptions, it will furnish books and instruction material on a loan library basis to employees upon request through their immediate supervisors. Employees will be given tests in accordance with job descriptions in advance of any bulletin upon request to their immediate supervisor. Employees who bid on a position which requires the passing of an entrance test must be prepared to take such examination at the time of their bid if they have not already passed the test. After the grading of tests are complete, the employee will be notified as to his grade.

**ARTICLE 48**  
**Production and Accuracy Standards**

**GENERAL**

48.01 The Company agrees it will not require any employee to work at a speed beyond his individual ability to perform his work within proper accuracy standards.

**ARTICLE 49**  
**For Future Use**

**ARTICLE 50**  
**Health Protection**

**GENERAL**

50.01 The Company will investigate and improve conditions involving lighting, heating, sanitation, rest-room facilities, and ventilation within its premises which constitute hazards to the health of its employees. The Company shall provide the janitorial service necessary to maintain cleanliness within its premises.

50.02 The Company will supply iced drinking water or water cooling apparatus at such offices and during such seasons of the year as is required to meet the needs and comfort of the employees.

50.03 The Company agrees to make available for distribution by requisition first-aid kits for use in all Western Union offices. It is further agreed that kits will be available during all open hours of the office.

50.04 The Company agrees to furnish chairs to meet the needs and comfort of employees where the use of chairs is feasible.

**COMMERCIAL**

50.05 The Company agrees that employees in offices open to the public will not be required to wear clothing other than that customarily worn by the employees in similar offices of other business establishments in the locality.

**ARTICLE 51**  
**Title Structure and Wage Scales**

**GENERAL**

51.01 The job-classification levels, titles and descriptions set forth in Appendix "A" annexed and made a part of this Contract shall remain in effect for the duration of this Contract, subject to changes only as provided in this Article.

51.02 The schedules of wage rates for the respective job-classification titles set forth in Appendix "A" shall remain in effect for the duration of this Contract, except that any changes therein or additional rate ranges may be mutually agreed upon by the parties at the national level.

51.03 Additions, deletions or changes may be made in the job-classification program only after complete negotiations by the Union and Company at the national level. In the event the parties fail to agree upon such additions, deletions or changes, the dispute may be submitted to arbitration pursuant to Article 5 of the Contract for determination as to job content, rate of pay, and title. This provision will not be used to circumvent the provisions of Article 22.

51.04 It is recognized that there may be need for field employees to aid in experimental work. In such cases it will not be necessary to create additional titles. An appropriate rating for such work shall be the subject of collective bargaining prior to the time of assignment when possible, but this provision shall not interfere with the right of the Company to make the assignment to meet the needs of the service and bargain the rate of pay later, as provided in Section 51.03.

51.05 The title structure with respect to positions created in the initial slottings shall be preserved so long as the criteria for such slottings as of December 29, 1945, substantially exist; provided, however, that the above does not prohibit correction of slotting errors or the operation of force reduction under the provisions of the Contract.

(a) Effective as of August 7, 2000, all regular employees in the CWA bargaining unit shall receive a wage increase of 3.75%, based upon the employees' rate of pay as of August 6, 2000. The job classification wage schedules set forth in Appendix A shall be increased by 3.75% at all steps from the starting rate through the maximum. It is understood that in computing these rates a fraction of one-half cent or more, or a figure of fifty cents or more, shall be rounded out to the next higher cent or dollar as the case may be; a fraction of less than one-half cent, or less than fifty cents, shall be disregarded.

(b) Effective as of August 7, 2001 all regular employees in the CWA bargaining unit shall receive a wage increase of 4%, based upon the employee's rate of pay as of August 6, 2000. The job classification wage schedules set forth in Appendix A shall be increased by 4% at all steps from the starting rate through the maximum. It is understood that in computing these rates a fraction of one-half cent or more, or a figure of fifty cents or more, shall be rounded out to the next higher cent or dollar as the case may be; a fraction of less than one-half cent, or less than fifty cents, shall be disregarded.

(c) Effective as of August 7, 2002 all regular employees in the CWA bargaining unit shall receive a wage increase of 3.75% based upon the employee's rate of pay as of August 6, 2000. The job classification wage schedule set forth in Appendix A shall be increased by 3.75% at all steps from the starting rate through the maximum. It is understood that in computing these rates a fraction of one-half cent or more, or a figure of fifty cents or more, shall be rounded out to the next higher cent or dollar as the case may be; a fraction of less than one-half cent, or less than fifty cents, shall be disregarded.

(d) Effective as of August 7, 2003, all regular employees in the CWA bargaining unit shall receive a wage increase of 4% based upon the employee's rate of pay as of August 6, 2000. The job classification wage schedule set forth in Appendix A shall be increased by 4% at all steps from the starting rate through the maximum. It is understood that in computing these rates, a fraction of one-half cent or more, or a figure of fifty cents or more, shall be rounded out to the next higher cent or dollar as the case may be; a fraction of less than one-half cent, or less than fifty cents, shall be disregarded.

**ARTICLE 52**  
**Job Classification General Agreement**

52.01 The purpose of Job Classification in Western Union is to establish and maintain uniformity in the assignment of work and the use of titles within the industry, and to provide a just and equitable basis for compensating employees.

**52.02 For Future Use**

**52.03 Scope of Titles and Descriptions**

(a) **Job Titles** are indicative but not always descriptive of the essential functions of each job.

(b) **Job Descriptions** indicate the primary duties associated with each title. The descriptions do not indicate all of the minor directly related duties involved in the application of these descriptions.

(c) Job and Rate Range Progression Level numbers are assigned in ascending numerical order within a group up to and including the jobs on the highest level. The letters following the level number are used only to indicate different rate ranges and progressions for jobs on the same level. The series 10, 20, 30, etc., indicates an ascendancy in the job and rate levels but does not indicate comparable relative differences between levels. Moreover, it does not follow that there is any direct relationship of level numbers, as shown on the different wage schedules, between departments or groups within a department.

(d) The maximum rates of positions shall be used to determine whether an employee moving from one department to another is being promoted, demoted, or is moving sideways. For the purpose of determining whether an employee moving between hourly and monthly rated positions is moving to a higher, lower or equal level the maximum rate of the hourly rated position shall be multiplied by 173.90 and the result compared with the maximum rate of the monthly rated position.

**52.04 Combination of Duties:**

Combination of duties, i.e., inclusion in one job of the functions contained in two or more descriptions, shall be made only in instances where the work within a particular description does not fully occupy an employee's time during his assigned tour. When an employee is assigned in accordance with the provisions of the Contract in two or more classifications on a regular basis (other than lunch and short reliefs), the employee shall be given the title and rating of the highest classification, and his assignment may comprehend more than four hours of work in an equal or lower class without it being considered dilution.

**52.05 Insurance Assignments:**

When Contract provisions prevent reduction of assignments to actual work requirements and such work does not fully occupy the employee's time, the employee may perform work in equal or lower classifications without it being considered dilution, provided such work does not interfere with the performance of the duties of his classification.

**52.06 Dual Rates of Pay:**

An employee used in a higher class of work to relieve or perform work in such higher classification shall be paid a higher rate of pay for the time worked in the higher classification. Employees shall be given such dual rate assignments on the basis of seniority from among those having reasonably sufficient qualification insofar as the necessary changes can be reasonably made. Dual-rated assignments shall not be used in lieu of the procedures described in Section 9.05 for the purpose of making workweek-day-off reliefs. Such dual rate shall be determined as follows:

(a) If the employee has previously accrued progression credit in the higher classification, including negotiated experience credit for time previously worked in such classification on a dual rate basis, the dual rate shall be the rate specified for such progression credit or his own rate plus ten cents, whichever is higher.

(b) If the employee has not previously accrued progression credit in the higher classification, the dual rate shall be the starting rate of the higher classification or his own rate plus fifteen cents, whichever is higher.

(c) Exception to the above will be made when the job description specifically mentions conditions or rates contrary to the above. In such instances, provisions named in the descriptions will apply.

(d) An employee shall accrue experience credit for time worked on a dual rate basis in the higher classification. Such experience credit shall be negotiated at the local level, and if a higher rate emerges than that specified in Subsection (a) above, such rate shall be applicable.

(e) When an employee is used to relieve or perform work in a classification on the same level but in a higher rate range, including a rate range where the maximum rate or any progression step is higher, he shall have his rate determined in accordance with the principles in Section 52.12 (b) but in no event shall his rate be lower than his existing rate.

(f) If an employee is on force-reduction, either on lay off or working in an equal or lower classification, and he is used to relieve or perform work in a classification which is higher than the classification from which he was force reduced, his dual rate shall be based on the rate of pay he would be receiving if he were recalled to the classification from which he was force reduced unless other provisions of this section produce a higher rate.

(g) In no event shall the dual rate be less than the rate the employee would have received if he had been promoted to the higher classification.

(h) Dual rates for employees relieving in excluded positions shall continue to be negotiated at the local level between the Union and Company.

(i) Employees required to train excluded employees who are not regularly assigned at that location or who have no supervisory responsibility at that location for the functions performed in the included assignment shall be paid a dual rate of 30 cents per hour.

**52.07 Training:**

(a) It is recognized that one of the duties of supervisory employees is the development of personnel they supervise. While not specifically mentioned in all the individual descriptions, it is understood that this provision applies to all supervisory positions.

(b) It is agreed that no students or apprentices shall be hired until the position for which the employee is to be trained has first been bulletined in accordance with the provisions of this Contract (unless otherwise specified in a particular job description) and has failed to draw any acceptable bids. However, it is recognized that in the "Operator" classification, students are placed in training where there is no specific opening to be filled.

(c) Students may be used on operating positions only under continuous individual supervision of an Operator, during which time the Operator shall perform only such productive work as is required in the actual training of the student. During such periods students shall be considered as non-productive.

#### **52.08 Application of Rate Ranges:**

Except as provided for in Section 52.12, the position of any employee in the rate range for his classification shall be determined by his "progression credit," i.e., his class-of-work seniority, minus any seniority accumulated during authorized absences from duty in that classification (other than absences on military furlough, union furlough and account of physical disability to work by reason of accidental injury arising out of and in the course of employment by the Company) in excess of thirty consecutive days (only the excess over thirty to be deducted), plus any experience credit. "Experience credit" shall be the subject of local bargaining within thirty days of the date employee enters the classification. The intent of such credit is to give an employee recognition, in the form of a higher position in the rate range, for experience previously acquired as follows:

- (a) in a higher or equal classification, if such experience improves the employee's efficiency or ability in the classification in question;
- (b) for time worked on a dual rate basis in the classification in question.

In no case shall experience credit be given in a higher level for work performed in a lower level in Western Union; however, if an employee has experience in work in a level lower than the one in which he is being re-engaged, he shall be given credit for such experience on a negotiated basis and his rate in the lower level established. He shall then be advanced to the higher level classification under the provisions of Section 52.12. Generally speaking, the basis for determining experience credit under (a) above shall be the time spent in such classifications; however, extenuating circumstances in individual cases may indicate the advisability of deviation from this general principle.

#### **52.09 Transfer of Employees:**

An employee transferring from one office or department to the same classification in another office or department shall receive the same progression credit he had in the office or department from which he transferred. If the transfer involves promotions or demotions, or moving sideways in the same or another classification, the principle outlined in Sections 52.12 and 52.13 shall apply, provided, however, that in the case of a demotion or a move to an equal level, the employee's progression credit in the lower or equal level, shall not be less than his progression credit in the level from which he moved. If the employee transfers to or is promoted to a higher level job in a higher group or grade office, his rate in such higher level job shall be determined by first determining what that employee's rate would have been had he transferred to the same class of work he occupied in the office from which he transferred, then apply the provisions of Section 52.12.

#### **52.10 Re-engaged Employees:**

Re-engaged employees shall be given the minimum rate in the rate range for the particular class of work, and the employee's progression credit shall be bargained locally (as outlined in Section 52.08) within thirty days from date of re-engagement with an adjustment of rating retroactive to the date of re-engagement. In no case shall the bargained rate exceed the maximum rate.

#### **52.11 New Employees:**

Newly hired employees shall be given the minimum in the rate range for the particular class of work.

#### **52.12 Movement Within Same or to Higher Level:**

An employee who moves to a classification in the same level or to a higher level shall have his rate determined pursuant to the following:

(a) An employee moving to a higher classification shall receive the starting rate in the higher classification, or in the event his existing rate is equal to or above the starting rate in the higher classification, he shall receive the rate in the higher classification which is next above his existing rate. When the employee's rate in the higher classification is established in the latter manner or in accordance with Section 52.12 (g), he shall continue progression in the new range, beginning at the rate so established and according to the intervals between the progression steps in the higher classification, until he reaches the maximum rate of the higher classification, provided, however, that the employee's rate in the higher classification shall always be no less than the rate in the higher classification which is next above the rate he would have received had he remained in the lower classification and when his rate is so adjusted he shall continue progression in the higher rate range beginning at the rate so established and according to the intervals between the progression steps in the higher classification.

(b) An employee moving, other than through force reduction, to another classification on the same

level (including a move to a classification in a different rate range or rate schedule in the same level) shall be credited with the full progression credit he was entitled to when he first entered the classification from which he moves, and in addition, he shall be credited with experience credit equal to the time spent in the classification from which he moves and shall continue in progression in the rate range of the classification to which he moves.

(c) An employee returning to a higher classification in which he has previously held the title, or to any intermediate classification, shall be given full credit for any accrued progression credit in the higher classification in determining his rating, or in returning to the higher classification, he shall be given his former rating in such classification, whichever is higher.

(d) An employee moving for any reason to a classification in the same rate range, whose rate is above the maximum rate, shall continue to receive his existing rate. If the move is to a higher rate range on the same level, the employee shall receive his existing rate or the applicable rate, whichever is higher. If the move is to a lower rate range on the same level, the difference between his rate and the maximum rate in the higher rate range shall be preserved.

(e) Subsection (a) above shall be applies as follows to determine the rate of an employee who bids from a lower level job to a job on a higher level than an intermediate level in which he had previously accrued progression credit: Such employee shall have his rate of pay determined in the higher level job by applying Section 52.12 (a) from his intermediate level rate of pay; provided, however, that Section 52.12 (a) shall be applied from the level which produces the highest rate of pay.

(f) It is agreed that if the application of the provisions of (a) above and the provision of Section 52.08 do not produce a promotional increase of at least fifteen cents per hour for hourly rated employees, or \$24.00 per month for monthly rated employees, the employees shall nevertheless receive an increase of fifteen cents per hour, for hourly rated employees, or \$24.00 per month for monthly rated employees, but not to exceed the maximum rate for the classification.

#### **52.13 Demotion of Employees (including Force-Reduction):**

When an employee moves to a lower classification for any reason, his rating in the lower classification shall be the rating prescribed by the employee's progression credit date previously established in the lower classification to which he moves, or his rating in the lower classification shall be the rating prescribed for his progression credit in all classes of work in the level to which he moves plus the time spent in any higher level, whichever is greater, unless otherwise provided elsewhere in the Contract, except: (a) an employee's rate in the lower classification shall not be less than his former rating (plus ATB increases received since the promotion) in such lower classification prior to his promotion; (b) an employee whose rate is above the maximum rate in the higher classification from which he moves shall have the difference between his rate and the maximum rate in such higher classification preserved in any lower classification. Likewise, when an employee moves to a lower level in a classification which appears on more than one level, his rating in the lower level in the same classification shall be subject to the prescription in the foregoing sentence.

If an employee moves upward more than one level and subsequently moves for any reason, to an intermediate level, his rating in such intermediate level shall not be less than if he had remained in the lower level and were currently moving directly to the intermediate level from the lower level.

This section shall not be applicable to employees with five years or more class-of-work seniority who exercise their right to bump in accordance with the provisions of Section 24.02.

#### **52.14 Automatic Progression:**

(a) Progression from the starting rate to the maximum rate shall be automatic in all rate ranges which have maximum rates. It is understood that in computing rates, a fraction of one-half cent or more, or a figure of fifty cents or more, shall be rounded out to the next higher cent or dollar as the case may be; a fraction of less than one-half cent, or a figure less than fifty cents, shall be disregarded. Employees entering a classification, having been placed at the proper point in the rate range, shall normally receive increases of the amount and at the intervals specified in the applicable rate range. However, such advancement shall not be entirely automatic. Employees must meet the requirements of the job in order to advance step by step to the maximum rate. The case of any employee who is not so advanced may be submitted as a grievance through the grievance and arbitration machinery established in the Contract, and in such case the burden will be on the Company to establish by clear proof that the employee in question has failed to meet the requirements of the job. While the fact that an employee has been retained on the job will not necessarily establish

that he has met its requirements (though it will normally be strong evidence), it will be incumbent upon the Company to establish clearly that there is something significantly wrong with his work.

(b) In the event an employee fails to earn a particular regular progression increase, yet earns an increase at a subsequent progression period, he shall then be increased (not retroactively) to the rate applicable for his progression credit at the time. An employee who fails to earn the final progression step in his classification shall have his record reconsidered for a progression increase at intervals of not more than six months until he has attained the maximum for his classification.

(c) In the event an employee fails to earn two consecutive progression credit increases his record shall be reconsidered for a progression increase at intervals of not more than six months and when, upon any such reconsideration he is found qualified for a progression step, he shall be given an increase in rate of pay equivalent to the first progression step he missed, but not retroactively, after which he shall continue to progress at the intervals prescribed for his classification in the Job Classification Rate ranges until he has reached the maximum rate for his classification.

(d) To determine the date on which progression increases are to become effective, the following principles shall apply to all employees:

When the 16th of the month in which the employee completes the interval required to achieve his next progression step falls on Sunday, Monday, Tuesday, or Wednesday, the effective date of his progression step increase shall be the Sunday of the calendar week within which the 16th of the month falls, but when the 16th of such month falls on Thursday, Friday, or Saturday the effective date of the progression step shall be the Sunday of the calendar week following that in which the 16th of the month falls.

## **ARTICLE 53**

### **Management-Employee Relations**

#### **GENERAL**

53.01 The Company agrees that its representatives and supervisors, with respect to the treatment accorded employees at all times, will, in the performance of their duties, act in an impartial, courteous, and businesslike manner, and will not engage in any conduct which unjustly deprives any employee of any of the benefits of his employment.

## **ARTICLE 54**

### **Pension and Benefit Plan**

#### **GENERAL**

54.01 The Company agrees that during the life of this Contract it will not abandon or modify its existing Benefit and Pension Plan, with respect to the employees in the bargaining unit, except pursuant to mutual agreement and except that, effective May 1, 1947, and continuing for the life of this Contract, said Plan shall be deemed amended with respect to such employees as follows:

(a) Paragraph 2 of Section 6 of said Plan shall be deemed amended to read as follows:

“(2) Accident Disability Benefits shall be as follows:

(a) Total Disability—Full pay for any period of total disability during the first thirteen weeks of disability, and half pay for any period of total disability after the first thirteen weeks of disability; provided, however, that after the expiration of six years of disability payments, the benefits shall not exceed Twenty Dollars a week.

(b) Partial Disability—For any period of partial disability during the first thirteen weeks of disability, 100% of the difference between full pay at time of injury and wages which, in the judgment of the Committee, the employee is capable of earning; for any period of partial disability after the first thirteen weeks of disability, 50% of the difference between full pay at time of injury and ages which, in the judgement of the Committee, the employee is capable of earning, provided, however, that no payments for partial disability shall be made after the expiration of six years of disability payments.

'Full pay' and 'half pay' for the purposes of this paragraph shall be based upon the employee's rate of pay for full time service, not including overtime, at the time the disability began. In respect of cases where the disability began prior to May 1, 1947, accident disability benefits on account of total disability shall be paid at 'half pay' for the period prior to May 1, 1947, in conformity with the existing Plan and at 'full pay' beginning May 1, 1947, for any remaining period of the 'full pay' schedule as provided by the amendment; and accident disability benefits on account of partial disability shall be paid at 50% of the difference between full pay at the time of injury and wages which, in the judgment of the Committee, the employee is capable of earning, for the period of disability prior to May 1, 1947, in conformity with the existing Plan, and at 100% of such difference beginning May 1, 1947, for any remaining part of the first thirteen weeks of disability."

(b) Paragraph 2 of Section 7 of said Plan shall be deemed amended to read as follows:

"(2) Sickness Disability Benefits shall be as follows:

(a) If term of employment has been 10 years or more—Full pay 13 weeks; half pay 39 weeks.

(b) If term of employment has been 5 to 10 years—Full pay 13 weeks; half pay 13 weeks.

(c) If term of employment has been 2 to 5 years—Full pay 4 weeks; half pay 9 weeks.

'Full pay' and 'half pay' for the purposes of this paragraph shall be based upon the employee's rate of pay for full time service, not including overtime, at the time the disability began. In respect of cases where the disability began prior to May 1, 1947, sickness benefits shall be paid at 'half pay' for the period prior to May 1, 1947, in conformity with the existing Plan and at 'full pay' beginning May 1, 1947, for any remaining period of the 'full pay' schedule as provided by the amendment."

(c) Section 9, Paragraph 27 of said Plan shall be deemed amended by inserting, immediately after the first sentence, the sentence quoted below:

"Notwithstanding the foregoing, in respect of accidents occurring on or after January 1, 1948, arising out of and in the course of employment by the Company, where benefits are otherwise payable under this Plan, any excess of current periodic benefits specified in Section 6 of this Plan over the amount of current periodic compensation payments required by law may be paid and such excess so paid shall not become a credit against any subsequent payments required by workmen's compensation law for said injury."

(d) The last sentence of the first paragraph of Paragraph 27 of Section 9 of said Plan (i.e., the sentence beginning "Pursuant to the foregoing...") shall be deemed amended to read as follows:

"Notwithstanding the foregoing provisions in this Paragraph, on and after June 1, 1964, the deduction from any pension of a Western Union pensioner shall be limited to one-third of the full 'primary insurance benefit' payable under the Social Security Act payable at the time the employee goes on pension and such deduction cannot be increased. In the case of an employee going on pension prior to eligibility for Social Security Benefits, such deductions shall begin when the pensioner's Social Security payments begin and shall be determined on the basis of what his Social Security Benefits would have been had he been eligible for such benefits at the time of going on pension. Notwithstanding the foregoing provisions in this paragraph, neither the survivor's insurance benefit nor the lump sum death benefit payable under the Social Security Act shall be deducted from Western Union death benefits."

This section is further deemed amended by Stipulation 2-66, dated June 14, 1966, to provide for the gradual reduction of the 33 1/3 per cent deduction in accordance with the following schedule:

Effective Date	Amount to be deducted
June 1, 1968	29 per cent
June 1, 1969	13 per cent
June 1, 1970	0 per cent

54.02 The Company agrees that with respect to such employees it will, during the term of this bargaining agreement, make appropriations to the Fund described in Section 3 (1) of the "Plan for Employees' Pensions, Disability Benefits and Death Benefits" in amounts sufficient to meet disbursements for pension, disability and death benefits as provided for in the Plan except that the limitations in Section 3 (1) shall not apply.

54.03 The Company agrees that with respect to such employees, Section 9, Paragraph 28, of the Plan and the statement on the inside of the cover of the booklet setting forth said Plan entitled "Notice to Employees hired after December 31, 1936" shall be deemed amended effective July 1, 1950, and the limitations therein prescribed shall be deemed ineffective; it being the intention of the parties that those employees whose employment with the Company or with the Postal Telegraph began after December 31, 1936, and those employees hereafter hired, shall in all respects also be covered by the Plan as amended or modified. For the purpose herein it is expressly agreed that, effective July 1, 1950, such employees whose employment began after December 31, 1936, shall be credited with the continuous company service on the records of the Company for such employees, less deductions for all absences during said period, which deductions shall be made by applying the same rules as prevailed as to absences of employees who were covered by the Plan during said period. It is also the intent of the parties that the company service credits provided by Article 27 shall in all respects be recognized and applied for the purposes of this provision. It is also expressly agreed that no death benefits under Section 8 of the Plan shall accrue in the case of an employee hired subsequent to December 31, 1936, and whose death occurred prior to July 1, 1950.

54.04 The Union shall have the right to represent before the Pension and Benefit Committee any of its members.

54.05 The Company will distribute to each employee summary plan descriptions, as provided by the Employee Retirement Income Security Act of 1974.

54.06 When any period or periods of Union furlough fall within the five-year period used for retirement pay computation as set forth in Section 5, (2), a, of the Plan, the term "average annual pay" as mentioned therein shall in such case or cases be deemed to mean that the rate of pay of an employee so affected shall include the rate shown on the employee's service record card during such period or periods of Union furlough and as if the employee had been working in his classification on a regular full-time basis. If the employee is in progression at the time of Union furlough the rate of pay shall be determined in accordance with Section 52.08.

54.07 The Company agrees that Section 5, Paragraph 3 of the EBF Plan shall be deemed amended to provide for employees who retire or terminate service on or after January 1, 1976 a minimum pension, which prior to any modification by reason of payments continuing to a spouse or beneficiary after the death of the employee, and prior to the application of a vesting percentage shall be \$200.00 per month, \$300.00 per month for employees who retire or terminate service on or after August 1, 1982; provided that, if the employee's term of employment is less than 20 years, such minimum pension shall be reduced in the ratio which the number of years of his term of employment bears to the greater of (a) 20 years or (b) the number of years he would have had in his term of employment if he had continued in service to age 65. Section 5, Paragraph 4 of the EBF Plan shall be deemed amended effective January 1, 1976 to provide that if any pension or deferred retirement benefit amounts to less than \$10.00 per month and if the present value of such pension or deferred retirement benefit amounts to less than \$1,750, the Company will pay to the person, upon the date the pension or deferred retirement benefit becomes payable, a lump sum payment of equivalent actuarial value to such benefit.

54.08 The Company agrees in the application of Section 5, Paragraph 7 of the EBF Plan the amount of "pension payments" shall mean only the actual amount paid by Western Union.

54.09 The Group Life Insurance Plan set forth in Appendix C annexed and made a part of this Contract shall remain in effect for the duration of this Contract.

54.10 The Company agrees that Section 8, Paragraph 3 of the Plan for Employees' Pensions, Disability Benefits and Death Benefits shall be deemed amended effective June 1, 1954, by inserting, "beneficiary or beneficiaries or personal representative," between the words "or to dependents" and "of the employee."

The "third" and "fourth" clauses of Paragraph 3, Section 8, shall be deemed amended to read as follows:

“Third: If there be no children or issue of deceased children dependent upon the employee as aforesaid, then among such other relatives, if any, as were dependent upon the deceased employee for support at the time of his death, and in such proportions as the Committee may decide.”

“Fourth: If there be no payment made pursuant to the provisions of clauses first, second or third hereof, the death benefit shall be payable to the estate of the deceased employee. In case notice in writing of the existence of such wife, husband, child, issue of a child, dependent, relative, beneficiary or personal representative shall not be served on the Committee within six months after such employee's death, it shall be treated as conclusive that there are no such persons in existence.”

54.11 The Company agrees that Section 9, Paragraph 12, Line 13 of the Plan for Employees' Pensions, Disability Benefits and Death Benefits shall be deemed amended effective June 1, 1954, by deleting the words: “on business for the Company.”

54.12 The Company agrees that Section 8, Paragraph 1 of the Plan for Employees' Pensions, Disability Benefits and Death Benefits shall be deemed amended by the substitution of “Fifty Thousand Dollars” for “Fifteen Thousand Dollars.”

54.13 The Company agrees that Section 7, Paragraph 6 of the Plan for Employees' Pensions, Disability Benefits and Death Benefits shall be deemed amended effective August 1, 1982 by adding the following two sentences after the second sentence that ends with “...pension may be discontinued.” “The annual benefit allowance for each employee granted a Class D Pension shall be equal to 1.3% of his average annual pay during the five consecutive years of his term of employment in which he was paid the highest rate of wages, multiplied by the number of years in his term of employment. The term of employment and average annual pay for Class D pension purposes shall be reckoned by excluding from the computation any ‘service’ after the last day of the month in which an employee reaches age 67.”

54.14 The Company agrees that clauses (a), (b), (c), (d) and (e) of Section 5, Paragraph 2 of the Plan for Employees' Pensions, Disability Benefits and Death Benefits shall be deemed amended effective January 1, 1976 to read as follows:

“2. The annual pension allowance for each employee retired with a pension on account of age, length of service or disability on or after January 1, 1976 shall be calculated in accordance with clause (a) or (c) below:

- (a) The annual pension payable upon retirement to an employee who is married at the time payments of the retirement pension commences shall be of equivalent actuarial value to a benefit computed pursuant to clause (b) below, and shall be payable during the employee's life, with the provision that after his death an allowance at one half the rate of the benefit payable to the employee shall be paid during the life of, and to, his spouse.
- (b) Prior to its reduction as set forth in clause (a) above, the benefit shall be computed as a pension payable for the life of the employee equal to 1 per cent of his average annual pay during the five consecutive years of his term of employment in which he was paid the highest rate of wages, multiplied by the number of years in his term of employment (1.3 per cent for employees who retire or terminate service on or after August 1, 1982).
- (c) If the employee is not married on the date his retirement pension commences, the annual retirement pension shall be equal to the benefit determined in clause (b) above.
- (d) The normal retirement date for each employee shall be the date on which the employee attains age 65.
- (e) The mandatory retirement date for each employee shall be the first day of the month following the month in which the employee attains age 67.” (See Section 54.31)”

54.15 The Company agrees that Section 5, Paragraph 1, of paragraphs headed “Class B” and “Class C” of the Plan for Employees' Pensions, Disability Benefits and Death Benefits shall be deemed amended so as to eliminate the discretion of the EBF Committee in approving such pensions. This Section of the Plan shall also be deemed amended so as to eliminate present qualifying provisions and in lieu thereof provide that any employee who has twenty years or more of adjusted Company service and the sum of whose age and years

of service totals eighty or more shall at his or her own request be retired from active service and granted a pension. (In computing this total, fractions of years, either in age or service, will not be counted.)

54.16 The Company agrees that Section 5, Paragraph 1 of the EBF plan under "Class D" shall be deemed amended to provide the following: "In the event, however, such employee has thirty or more years of adjusted company service, he may at his or her own request be retired from active service and granted a regular pension."

54.17 **Optional Form of Pension:**

Effective January 1, 1976, Section 13 of the EBF Plan shall be deemed amended by changing Paragraph 1 to read as follows:

"1. If a married employee does not file an election for an optional form of benefit, such employee shall, automatically, have a benefit payable in accordance with Section 5, Paragraph 2, Clause (a) of the EBF Plan which provides that the pension shall be payable during the employee's life, with the provision that after his death a pension at the rate of 50 per cent of his pension shall be paid during the life of, and to, his spouse. Such pension payable to a married employee shall be equal to the amount computed pursuant to Section 5, Paragraph 2, Clause (b) of the EBF Plan adjusted, on an actuarially equivalent basis, to take into account the benefit that would be payable to the employee's surviving spouse in the event of his death. The retirement pension payable to an employee who is not married on the date his retirement pension commences is payable to the employee's life with no pension payable after his death, unless an optional form of benefit is elected. If a married employee or an employee who is not married prefers to have his retirement pension payable on a different basis, such employee may, by written notice received by the Committee prior to the date of commencement of his retirement pension, elect to convert his retirement pension otherwise payable to him after retirement into an optional benefit of equivalent actuarial value, in accordance with one of the options named below; provided that, if the beneficiary selected is other than the employee's spouse, the value of the retirement pension payable to the employee under the option shall in no event be less than 51 per cent of the total value of the benefits payable under the option to the employee and his beneficiary. In the event of the election of Option 2,3,4 or 5, if the notice is received by the Committee not less than six months prior to the date of commencement of his retirement pension, the election of the optional benefit shall become effective on the date his retirement pension commences. If such election is received by the Committee at any later date, but prior to the date of commencement of his retirement pension, it shall become effective 60 days after his retirement pension commences. An election of Option 1 may be made at any time prior to the commencement of the employee's pension; provided that, if the employee has filed with the Committee more than 90 days prior to the commencement of his pension a written request for detailed information as to the amount of his pension either without optional modification or under Option 1, the period during which an election of Option 1 may be made shall be extended, if necessary, to include the 60 days following receipt by the employee of such information. An election of Option 1 shall become effective on the date the employee's pension commences, except that if such notice is received by the Committee after the pension commences, but prior to the end of the period for making such election, if such period is extended as provided above, the election shall become effective on the first day of the month following receipt of such notice. For the election of Option 6 the written notice of election shall be deemed to be filed with the Committee upon application for severance pay.

**Option 1**—A retirement pension payable for the employee's life, with no pension payable after his death; or,

**Option 2**—A modified retirement pension payable during the employee's life, with the provision that after his death it shall be paid during the life of, and to, the contingent beneficiary nominated by him by written designation duly acknowledged and filed with the Committee when he elected the option; or,

**Option 3**—A modified retirement pension payable during the employee's life, with the provision that after his death a pension payable at the rate of 75 per cent of his modified pension shall be paid during the

life of, and to, the contingent beneficiary nominated by him by written designation duly acknowledged and filed with the Committee when he elected the option; or,

**Option 4**—A modified retirement pension payable during the employee's life, with the provision that after his death a pension at the rate of 50 per cent of his modified pension shall be paid during the life of, and to, the contingent beneficiary nominated by him by written designation duly acknowledge and filed with the Committee when he elected the option; or,

**Option 5**—A modified retirement pension payable during the employee's life, with the provision that after his death a pension payable at the rate of 25 per cent of his modified pension shall be paid during the life of, and to, the contingent beneficiary nominated by him by written designation duly acknowledged and filed with the Committee when he elected the option; or,

**Option 6**—A lump sum settlement, of equivalent actuarial value to the pension otherwise payable, provided that the employee is entitled to severance pay.

The modified pension payable to the pensioner (but not to the designated contingent beneficiary) as set forth in the above options is subject to reduction under the provisions of Paragraph 27 of Section 9 of the Plan as if an optional form of pension had not been elected."

"2. An election of Option 1 may be revoked by the employee, by written notice filed with the Committee at any time prior to the date of commencement of the pension, or prior to the end of the period during which an election of Option 1 may be made, if extended as provided in Paragraph 1 above. An election of Option 2,3,4, or 5, may be revoked or changed by the employee, by written notice filed with the Committee, prior to the date of commencement of the pension, but is such written notice is received by the Committee less than six months prior to such date, such revocation or change shall not be effective until 60 days after the date of commencement of the pension, except that:

- a) If the employee dies before the date his pension commences, his election shall automatically be revoked.
- b) An employee may change any designation of beneficiary by filing written notice with the Committee not later than 30 days prior to the date his pension commences, except that if the beneficiary last designated dies less than 60 days before the date the employee's pension commences the employee may designate a new beneficiary at any time prior to said date.
- c) If the beneficiary last designated dies before the date the employee's pension commences, his election shall automatically be revoked."

"5. The provisions of the first sentence of Paragraph 3 of Section 5 of the Plan (relating to minimum pensions), while applicable in the determination of the amount of a Class A, Class 80, Class 30, Class N, Class E, or Class V pension prior to conversion into an optional form of pension, shall not be applicable to the reduced amount of pension payable to the pensioner or his designated beneficiary pursuant to such conversion."

54.18 The Company shall promptly notify the local Union when an employee is seriously injured or killed on the job.

54.19 Section 9, Paragraph 15, of the EBF Plan shall be deemed amended to provide that disability benefits will be paid as soon as possible after the claim is filed by the employee, and, upon request by the employee, an advance payment of an approved claim will be made when payment for a claim is not forwarded promptly.

54.20 Notwithstanding the provisions of Section 6, Paragraph (2) (a) of the EBF Plan, employees absent due to accidental injury arising out of and in the course of employment by the Company will be compensated as follows during the first 52 weeks of such absence:

First 13 weeks of total disability .....	Full Pay
14th through the 52nd week of total disability .....	80% of Full Pay

The above payments, include any payments, but not any lump sum disability awards, made under State Workmen's Compensation laws.

NOTE: It is understood that injuries sustained by employees in robberies of Western Union money or property on or off Western Union premises will be considered an accident, under the terms of this Section.

54.21 Notwithstanding the provisions of Section 5 of the EBF Plan, an employee on Class D pension will accrue up to six months Company service in accordance with Section 8.01 (c) and will also accrue age points while on such pension. Such an employee shall have the right to convert from Class D to a regular pension, if eligible, at any time while on disability pension.

54.22 (a) Effective January 1, 1976, Section 5, Paragraph 1 of the EBF Plan shall be deemed amended for all employees on the active roll, or those on Union furlough or those employees temporarily inactive receiving sickness or accident benefits by changing Class N benefits and Class V deferred retirement benefits as follows:

**Class A**

Any employee upon reaching the age of fifty-five years, and whose term of employment has been twenty years or more, may at his or her own request, or at the discretion of the Committee, be retired from active service and granted a pension.

**Class N**

Any employee upon reaching his normal retirement date, which is the date the employee attains age 65, may, at his or her own request, be retired from active service and granted a pension.

**Class E**

Any employee upon reaching the age of fifty-years, and whose term of employment has been ten years or more, may at his or her own request be retired from active service and granted a pension commencing at age 65. The employee may elect an immediate reduced pension at any time prior to age 65, subject to reduction by 1/4 per cent for each month (3 per cent per year) that the employee's age at commencement of pension is less than age 65.

**Class V**

Vested Deferred Retirement—Any employee whose employment by the Company is terminated for reasons other than retirement or death on or after January 1, 1976 and whose term of employment shall have been 10 years or more or whose term of employment shall have been 5 years or more and who shall have attained the age of 40 years, shall be eligible to receive a vested deferred pension payable upon his attainment of age 65 or on the first day of the month following receipt by the Committee of his application therefor, whichever is later. The amount of the annual vested deferred pension shall be computed in accordance with Section 5, Paragraph 2, on the basis of the employee's term of employment and average annual pay at his date of termination and the benefit formula in effect on that date; provided that, if, on the date of termination, the employee has attained age 40 and his term of employment is five years or more but less than 10 years, the pension shall be equal to the amount computed in accordance with Section 5, Paragraph 2, Clause (b), multiplied by a percentage determined as set forth in the following table on the basis of the number of full years in his term of employment, with the resulting amount payable in accordance with Section 5, Paragraph 2, Clause (a) or Clause (c).

<b>Term of Employment</b>	<b>Vesting Percentage</b>
5	50%
6	55%
7	60%
8	65%
9	70%

An employee shall be eligible to receive, upon written application to the Committee therefor, a reduced pension commencing on the first day of the month following receipt of such application, under the following conditions: (i) after an employee reaches age 55 or upon his termination of employment, whichever last occurs; or (ii) in the case of an employee who has a term of employment of 20 years or more when his employment terminates, after the date on which his combined years of age and years in his term of employment (disregarding fractions of years in determining both age and term of employment) total 80. Such reduced pension shall be of equivalent actuarial value to the deferred pension commencing at age 65.

(b) Employees on maternity or regular furlough and those on force furlough reduction on January 1, 1976 shall be eligible for a Class N pension or a Class V deferred retirement benefit in accordance with the provisions of Section 5, Paragraph 1, of the EBF Plan in effect prior to January 1, 1976. Upon return to the

active roll of such an employee subsequent to January 1, 1976, the revised eligibility requirements for Class N or Class V benefits shall apply.

54.23 The Company shall notify each employee who leaves the employ of the Company eligible for a deferred Class E pension or a Class V deferred retirement benefit by mailing within a reasonable time after the employee's termination a statement regarding his or her eligibility. Such statements shall be mailed to the last known address shown on the Company's records.

54.24 It shall be the responsibility of each person entitled to a deferred Class E pension or a Class V deferred retirement benefit to file a written request for pension commencement not earlier than eight months prior to the former employee's normal retirement date. If the former employee's employment is terminated after January 1, 1976, an the first installment is payable commencing with the month following the month in which the former employee makes application, a payment equal to the monthly payments which would have been payable between the former employee's normal retirement date and the month following the date of the first monthly payment.

54.25 Effective July 28, 1974. Notwithstanding the provisions of Section 7, Paragraph 3 of the EBF Plan, employees with five through nine years of adjusted Company service shall be paid for sickness absences beginning on the fifth calendar day exclusive of Sunday and any other day that is not a part of the employees' regularly assigned workweek. Employees with ten or more years of adjusted Company service shall be paid for sickness absences beginning on the fourth calendar day (exclusive of Sunday and any other day that is not a part of the employees' regularly assigned workweek). An employee to be eligible for the foregoing benefits must submit a physician's condition report. The provisions of this Section in no way modify Section 9.04 of the Contract.

54.26 Effective January 1, 1976, Section 5, Paragraph 5 shall be deemed to be amended to read as follows:

5. Pensions granted on or after January 1, 1976 to employees retired on account of age or length of service shall continue from date of retirement to and including date of pensioner's decease except that if the pensioner is survived by a spouse to whom he was married at the time the pension commences the provisions of Paragraph 2, Clause (a) of Section 5 shall be applicable and if a pensioner has elected an optional benefit, the provisions thereof shall apply. In the case of a pensioner to whom the above exceptions do not apply, at the discretion of the Committee, and then only in the event that the provisions of Paragraph 7 of Section 5 do not apply, the pension for the full month in which the pensioner died may be paid to a relative or other person upon whom the expense of the pensioner's funeral may fall; provided, however, that the amount of payment beyond the date of decease shall not exceed \$25 in any one case.

54.27 The Company agrees that Section 5, Paragraph 6 of the EBF Plan shall be deleted and shall be replaced by a new Paragraph 6 to read as follows:

6. With respect to Section 5 of the EBF Plan, if any former employee is restored to service he shall again be covered under the EBF Plan. Any such employee who was not entitled to a vested deferred pension at the date of his initial termination of service and whose period while not employed by the Company after his termination did not exceed his term of employment at the time of such termination shall have the years of service in his term of employment rendered on or after January 1, 1976 to which he was previously entitled restored to him. Any such employee who was entitled to a vested deferred pension or a deferred Class E pension at the date of such termination of service shall have the years of service in his term of employment at the date of termination restored to him. Notwithstanding the foregoing, if any former employee who is restored to service completes 10 years of continuous service immediately prior to the date of his retirement or subsequent termination of service, all of the years of service in his term of employment prior to his previous termination of service shall be restored to him, provided that years of service for any period of employment for which a member received severance pay, inclusive of any lump sum settlement received in accordance with Option 6 of Section 13 of the EBF Plan, shall not be restored. Upon retirement or upon subsequent termination of any former employee restored to service, his retirement pension or vested deferred pension shall be based on his compensation and his years of service in the term of employment before the period when he was not an employee to the extent it has been so restored, and his compensation and his years of service in his term of employment after his restoration to service, provided that if he has not completed 10 years of continuous service immediately prior to the date of such retirement or subsequent termination of service his pension shall

be computed as the sum of two amounts, one of which shall be based upon the retirement pension accrued during the term of employment restored to him to the date of his initial termination of service, under the provisions of Section 5 as then in effect, and the other shall be the pension based on his compensation and term of employment after his restoration to service. Notwithstanding the foregoing, if upon his initial termination of service a member received a lump sum settlement in lieu of a vested deferred pension in his term of employment prior to his initial termination of service (a) shall not be recognized upon his restoration to service if his initial termination of service occurred prior to January 1, 1976, or (b) shall be recognized, upon his restoration to service if his initial termination of service occurred on or after January 1, 1976, only for the purpose of determining eligibility for benefits under the plan and not for the purpose of computing the amount of any benefit, unless he repays to the Plan, over a period of not more than two years, the amount of such lump sum settlement with interest thereon at the rate of 5 per cent per annum to the date of repayment; provided that, if such lump sum settlement was equal to the full present value of his accrued benefit at the time of his initial termination of service, such repayment shall be subject to approval by the Committee under rules uniformly applicable to all employees similarly situated, and if such repayment is not so approved his term of employment prior to his initial termination of service shall thereafter be disregarded for the purpose of computing the amount of any benefit.

NOTE: Effective July 28, 1976, the term of employment shall include all periods of employment with The Western Union Telegraph Company and the former Postal Telegraph Company, exclusive of any period of employment for which an employee received severance pay prior to January 1, 1976, or in conformance with Section 23.01 of the July 28, 1973 contract as amended January 1, 1976, and the Plan shall be deemed amended accordingly. Otherwise, all terms of this section will be applicable."

54.28 The Company agrees that Section 9, Paragraph 3 of the EBF Plan shall be deleted and shall be replaced by a new Paragraph 3 to read as follows:

"3. Every regular employee who was covered under the provisions of Section 5 on December 31, 1975 shall continue to be covered as of January 1, 1976. Every other regular employee shall be covered as of the first day of his employment. An employee whose date of employment was on or after the first day of the month following the 62nd anniversary of his birth, however, shall not be eligible to be covered under the provisions of Section 5."

54.29 Effective January 1, 1976, Section 5 of the EBF Plan shall be deemed amended for all employees by adding a new Paragraph 8 to read as follows:

"8. (a) Prior to an employee's normal retirement date he may elect by written notice filed with the Committee to provide a pension to his spouse in the event of his death prior to retirement and after he has completed the age and service requirements for a Class A or Class E pension, or if earlier, a Class 80 pension. A married employee who continues in service after his normal retirement date or who retired on a deferred Class E pension shall be deemed to have elected the death benefit coverage provided under this paragraph unless he elects by written notice filed with the Committee not to have this coverage be effective. The pension payable to an employee who has made such election and, if applicable, to his spouse upon his death after retirement or commencement of pension, shall be reduced by 1/20 of 1 per cent for each completed month during the period prior to the commencement of his pension that such election is in effect. Upon the death of such an employee or retired employee prior to the commencement of his pension, a pension shall be payable to his surviving spouse.

(b) The spouse's pension shall commence on the day following the employee's death and shall be equal to the pension which would have been payable to the spouse if the employee had retired at his own election on the pension applicable to him, commencing on the day following his death, in accordance with Section 5, Paragraph 2, Clause (a), and shall be calculated as: (i) a pension computed under Section 5, Paragraph 2, Clause (b) on the basis of the employee's average annual pay and term of employment as of the day of his death; multiplied by (ii) the appropriate reduction factor for a Class E pension as provided in Section 5, Paragraph 1, if applicable; multiplied by (iii) the actuarial equivalent factor for a joint and survivor pension with 50 per cent of the employee's pension continued after his death to his spouse, as provided in Section 5, Paragraph 2, Clause (a); multiplied by (iv) the appropriate reduction factor on account of the cost of the coverage for the spouse's pension as provided in Clause (a) above; multiplied by (v) one-half.

(c) If an employee's notice of election under this Paragraph 8 is received by the Committee during his initial election period, the election shall become effective on the later of his completion of the eligibility requirements specified in Clause (a) above or the date the Committee receives such notice; otherwise, the election shall become effective one year after the Committee receives such notice. An employee's initial election period shall mean, in the case of an employee who has completed the eligibility requirements specified in Clause (a) above prior to January 1, 1976, the period from January 1, 1976 to June 30, 1976 and, in the case of any other employee, the period beginning 90 days prior to his completion of such eligibility requirements but not earlier than January 1, 1976 and ending 90 days after his completion of such eligibility requirements but not earlier than June 30, 1976. If an employee is not married when he completes such eligibility requirements or on January 1, 1976, if later, and subsequently marries, his initial election period shall be the 90-day period immediately following his date of marriage. In the event of the remarriage of an employee whose previous marriage was terminated after his completion of such eligibility requirements or after January 1, 1976, if later, the 90-day period immediately following such remarriage shall be a new initial election period.

(d) If the employee or his spouse dies prior to the time such election becomes effective, the election shall thereby be revoked, except that if the employee's death is due to accidental causes and occurs after the date on which he completes the eligibility requirements specified in Clause (a) above and such election was made prior to the occurrence of the accident, the election shall become effective as the date of his death. If the spouse predeceases the employee after the election has become effective, the election shall thereby be revoked. An employee may revoke an election under this Paragraph 8 at any time. In either case, an appropriate reduction on account of the period, if any, that the election has been in effect shall be made in his pension upon his subsequent retirement. The employee may make a new election hereunder at any time, subject to the provisions of Clause (c) above."

54.30 The Company agrees that Section 2, Paragraph 6 of the EBF Plan shall be deemed amended by deleting Clause (c) thereof and adding the following new Clauses (c), (d), (e), (f), (g), (h) and (i):

"(c) Except as otherwise provided in this Paragraph 6, for the purpose of determining both eligibility for a pension and the amount of pension payments under Section 5, on and after January 1, 1976 "Term of Employment" shall mean a period of continuous employment by the Company or a Non-participating Affiliate commencing on the employee's last date of hire and ending on the earlier of (i) the first day of the month following the month in which he attains age 67, (ii) the date on which his employment terminates by reason of retirement or death, or (iii) a break in service.

(d) For the purpose of Clause (c) above and Section 5, Paragraph 6, a break in service shall occur if an employee's employment by the Company or a Non-participating Affiliate is terminated for any reason and the employee is not reemployed by the Company or a Non-participating Affiliate within 12 months thereafter. If a break in service occurs, all periods of prior service shall be excluded from an employee's term of employment, except as provided in Section 5, Paragraph 6. If the employee is reemployed within 12 months so that there is no break in service, the period between his termination and reemployment dates shall be included in his term of employment unless the termination occurs during a period of absence from service, with or without pay, in accordance with the provisions of any applicable collective bargaining agreement, for any reason other than termination of employment and he is not reemployed within 12 months of the first day of such absence, in which case no part of the period between such employee's termination and reemployment dates shall be included.

(e) With respect to a period of leave of absence or layoff, the provisions of Section 9, Paragraphs 6 and 7 shall be applicable in determining the employee's term of employment for purposes of Clause (c) above and in determining whether a break in service has occurred for purposes of Clause (d) above, except that a period of leave of absence or layoff not in excess of 12 months shall be included in the employee's term of employment, in lieu of the six-month period provided in Section 9, Paragraphs 6 and 7.

(f) If an employee is absent from service because of service in the Armed Forces of the United States, and if he returns to service with the Company or a Non-participating Affiliate after having applied to return within 90 days either (i) after having become entitled to release from active duty in the Armed Forces or (ii) after hospitalization continuing for a period of not more than one year after discharge, such absence shall not constitute a break in service and the period of such absence shall be included in the employee's term of

employment for purposes of Clause (c) above, provided that he shall not be credited with a period in excess of the period during which he has reemployment rights pursuant to any applicable federal or state law.

(g) Periods of employment by a Non-participating Affiliate and periods between termination and reemployment dates which are includible in an employee's term of employment shall be recognized only for the purpose of determining eligibility for a pension under Section 5, Paragraph 1 and shall be excluded from his term of employment for the purpose of computing the amount of his pension or other benefit under the Plan.

(h) All questions concerning term of employment which call for determination as to a time on or after January 1, 1976 shall be determined in accordance with the provisions of this Paragraph 6 as restated as of January 1, 1976 and all such questions which call for a determination as to time prior to January 1, 1976 shall be determined in accordance with the provisions of the Plan in effect at such time.

(i) For the purpose of this Paragraph 6 and Section 5, Paragraph 6, the term "Non-participating Affiliate" shall mean Western Union Corporation and any other company not participating in the Plan which is a component member of a controlled group of corporations (as defined in Section 1563 (a) of the Internal Revenue Code but disregarding Section 1563 (a) (4) and (e) (3) (C) thereof) which includes the Company as a component member."

54.31 The Company agrees that Section 5, Paragraph 2, Clause (c) of the EBF Plan shall be deemed amended effective January 1, 1979 to read as follows:

"(e) The mandatory retirement age for each employee shall be age 70.

An employee reaching mandatory retirement age on or subsequent to January 1, 1979 shall retire on the first day of the month following the month in which he reaches mandatory retirement age. The term of employment for pension purposes shall be reckoned by excluding from the computation 'any service' after the last day of the month in which an employee reaches age 67."

54.32 Effective January 1, 1985, Section 2, Paragraph 6, Clause (d) of the EBF Plan shall be deemed amended to read as follows:

"(d) For the purpose of Clause (c) above and Section 5, Paragraph 6, a break in service shall occur if an employee's employment by the Company or a Non-participating Affiliate is terminated for any reason and the employee is not reemployed by the Company or a Non-participating Affiliate within 12 months thereafter, provided, however, that solely for purposes of Section 5, Paragraph 6, if an employee's employment is terminated if the employee is otherwise absent from work because of the pregnancy of the employee, the birth of a child of the employee or the placement of a child with the employee in connection with the adoption of that child by the employee, or for purposes of caring for that child for a period beginning immediately following such birth or placement, a break in service shall occur only if the employee is not reemployed or does not return to active service prior to the second anniversary of his termination of employment. In the latter case the break in service shall commence on the first anniversary of his termination of employment. If a break in service occurs, all periods of prior service shall be excluded from an employee's term of employment, except as provided in Section 5, Paragraph 6. If the employee is reemployed within 12 months of his termination of employment, the period between his termination and reemployment dates shall be included in his term of employment unless the termination occurs during a period of absence from service, with or without pay, in accordance with the provisions of any applicable collective bargaining agreement, for any reason other than termination of employment and he is not reemployed within 12 months of the first day of such absence, in which case no part of the period between such employee's termination and reemployment dates shall be included."

54.33 Section 2, Paragraph 6, Clause (h) of the EBF Plan shall be deemed amended by changing the words "January 1, 1976" to read "January 1, 1985" where it appears therein.

54.34 Effective January 1, 1985, Section 2 of the EBF Plan shall be deemed amended by adding a new Paragraph 7 to read as follows:

"7) The term 'Spousal Consent' shall mean written consent given by an employee's spouse to an election made by the employee of a specified form of pension or a designation of a specified beneficiary. Such consent shall be duly witnessed by a Plan representative or notary public and shall acknowledge the effect on the spouse of the employee's election. The requirement for spouse's consent may be waived by the Committee in accordance with applicable law."

54.35 Effective January 1, 1984, Section 5, Paragraph 1 of the EBF Plan shall be deemed amended by deleting the last sentence of the description of a Class V deferred retirement benefit and by inserting in its place the following sentence:

"If the employee elects to receive a reduce pension, the amount of the pension shall be equal to his Class V deferred retirement benefit commencing at his normal retirement date computed under this paragraph, reduced by 8/12 of one per cent for each of the first 60 months, 5/12 of one per cent for each of the next 60 months and 3/12 on one per cent for each month thereafter by which the date of commencement of the employee's Class V deferred retirement benefit precedes his normal retirement date."

54.36 Effective August 23, 1984, Section 5, Paragraph 1 of the EBF Plan shall be deemed amended by adding the following paragraph at the end of the description of the Class V deferred retirement benefit:

"A married employee entitled to, but not in receipt of, a Class V deferred retirement benefit as of August 23, 1984 whose employment was terminated on or after September 2, 1974 but before January 1, 1976, may elect, during the period beginning on August 23, 1984 and ending on the earlier of the date his retirement benefit begins or his date of death, to have his retirement benefit payable on a joint and survivor basis in accordance with the provisions of Section 5, Paragraph 2, Clause (a)."

54.37 Effective January 6, 1985, Section 5, Paragraph 2, Clause (b) of the EBF Plan shall be deemed amended by adding the following sentence at the end thereof:

"For the purposes of this Clause (b), average annual pay shall include for the period from January 6, 1985 through July 27, 1985 such amounts which would have been paid to an employee as base wage or fixed salary but for the Company's adoption of a 10 percent wage reduction effective for the period hereinabove described."

54.38 Effective October 1, 1985, Section 5, Paragraph 2, Clause (e) of the EBF Plan shall be deemed amended by adding the words "subject to applicable law," before the words "the mandatory retirement age."

54.39 Effective January 1, 1982, Section 5, Paragraph 2, of the EBF Plan shall be deemed amended by adding a new Clause (f) at the end thereof to read as follows:

"(f) If any employee remains in service after his normal retirement date, upon retirement his pension shall not be less than the sum of (i) the retirement pension which would have been payable had he retired on his normal retirement date and (ii) the equivalent actuarial value of the payments of the employee's pension which would have been paid to him, had he retired on his normal retirement date, for any month of service after his normal retirement date for which he receives payment from the Company or a Non-participating Affiliate for less than eight days of service during the month."

54.40 Effective January 1, 1985, Section 5, Paragraph 4 of the EBF Plan shall be deemed amended by revising the second paragraph thereof to read as follows:

"If the present value of any pension or deferred retirement benefit amounts to less than \$3,500, the Company may pay to the person, upon the date the pension or deferred retirement benefit becomes payable, a lump sum payment of equivalent actuarial value to such benefit. The equivalent actuarial value shall be determined by using an interest rate assumption equal to the interest rate used by the Pension Benefit Guaranty Corporation for valuing immediate annuities for single employer plans terminating during the calendar month immediately preceding the employee's retirement or other termination of service."

54.41 Effective January 1, 1985, Section 5, Paragraph 6 of the EBF Plan shall be deemed amended by deleting the second sentence thereof and by replacing it with the following two sentences:

"Any such employee who was not entitled to a vested deferred pension at the date of his initial termination of service and whose period while not employed by the Company after his termination did not exceed the greater of (a) five years or (b) his term of employment at the time of such termination, shall have the years of service in his term of employment rendered on or after January 1, 1976 to which he was previously entitled restored to him. However, if an employee had a break in service commencing prior to January 1, 1985 and if on December 31, 1984, the break in service rules as in effect on such date would not require any

service to be taken into account had such employee returned to service from such break in service as of December 31, 1984, the provision of Clause (a) in the preceding sentence shall not operate to restore such service on or after January 1, 1985."

54.42 Effective August 23, 1984, Section 5, Paragraph 8 of the EBF Plan shall be deleted and shall be replaced by a new Paragraph 8 to read as follows:

"8 (a) In the case of the death on or after August 23, 1984 of a married employee in active service after he has met the requirements for a Class V deferred retirement benefit or has attained age 65 or in the case of the death of a married former employee who retired on a deferred Class E pension or whose employment was terminated on or after August 23, 1984 after he had met the requirements for a Class V deferred retirement benefit, but before his pension begins, a spouse's pension shall be payable to his surviving spouse. Payment shall begin on the employee's normal retirement date or on the day immediately after his date of death, if later. However, if the employee's date of death occurs prior to his normal retirement date, the spouse may elect to receive payment of the pension in the same amount commencing (i) in the case of the spouse of an employee who was entitled to an immediate retirement pension, on the day following the employee's date of death, or (ii) in the case of any other spouse, on the earliest date the employee could have elected benefit commencement under Section 5, Paragraph 1, or the day following the employee's date of death, if later. Upon retirement or other termination of service, the pension payable to an employee and the pension payable to his spouse after his death, if applicable, shall be reduced by the applicable percentage for each month in the period prior to the commencement of his pension during which the provisions of this Paragraph 8 are in effect with respect to such employee. The applicable percentage shall be 1/80 of 1% per month prior to age 45, 1/40 of 1% per month between age 45 and age 55, and 1/15 of 1% per month after age 55 for former employees who have terminated their employment after having met the requirements for a Class V deferred retirement benefit, former employees who have retired on a deferred Class E pension, during the period, if any, before such pension begins, and 1/20 of 1% per month for employees in active service, including employees in receipt of a Class D pension, who have completed the eligibility requirements for an immediate pension. No such reduction shall be made with respect to any period of coverage while an active employee prior to the date he meets the eligibility requirements for an immediate pension.

(b) The spouse's pension shall be equal to the pension which would have been payable to the spouse under Section 5, Paragraph 2, Clause (a), based on the employee's accrued benefit as of the date of his death, if (i) in the case of an employee who dies after meeting the eligibility requirements for a Class A pension, Class N pension, Class 80 pension or a Class E pension, the employee had retired on the day before his death, or (ii) in the case of any other employee, the employee elected to have his pension begin at the earliest date provided under Section 5, Paragraph 1 or on his date of death, if later, and then died on the next following day.

(c) An employee may waive the spouse's pension coverage at any time between the first day of the calendar year in which the employee first completes the age and service requirements for an immediate pension and the date pension payments commence. In the event an employee terminates service, he may waive the coverage with respect to his pension accrued to his date of termination beginning on that date. A waiver of the spouse's pension shall be effective only upon the receipt by the Committee of spousal consent.

(d) The Committee shall provide a notice of the spouse's pension to each employee within the three year period immediately preceding the first day of the calendar year in which the employee first completes the age and service requirements for an immediate pension or, if earlier, at the time the employee terminates employment with entitlement to a Class V deferred retirement benefit.

(e) An employee who is not in receipt of a pension as of August 23, 1984, who completed at least one hour of service on or after January 1, 1976 and who terminated service before August 23, 1984 have a Term of Employment of 10 years or more with a right to a Class V deferred retirement benefit may elect the spouse's pension coverage commencing as of January 1, 1985. The election under this Clause (e) may be made during the period beginning on August 23, 1984 and ending on the earlier of the date the former employee's pension payments begin or his date of death.

(f) Notwithstanding the foregoing provisions of this Paragraph 8, in the case of an employee who has met the eligibility requirements for a Class E pension or a Class V deferred retirement benefit and who accepts layoff and elects severance pay in accordance with the provisions of Section 23.01 (b) of the August 27, 1985

Contract, the spouse's pension as described in Clauses (a) and (b) above shall be payable to his spouse in the event of his death after the end of the force reduction notice period and prior to the date his pension commences. No reduction shall be made in the pension payable to the employee or to his spouse for such spouse's coverage with respect to the period of coverage commencing on the date the employee receives the first installment of severance pay and ending on his resumption of Company service."

54.43 Effective January 6, 1985, Section 7, Paragraph 6 shall be deemed amended by adding the following sentence after the fourth sentence thereof:

"In addition, for the purposes of this Paragraph, average annual pay shall include for the period from January 6, 1985 through July 27, 1985 such amounts which would have been paid to an employee as base wage or fixed salary but for the Company's adoption of a 10 percent wage reduction effective for the period hereinabove described."

54.44 Effective January 1, 1984, Section 9, Paragraph 27 of the EBF Plan shall be deemed amended by deleting the word "primary" where it appears therein and by inserting in its place the words "old age."

54.45 Effective January 1, 1984, Section 13, Paragraph 3 of the EBF Plan shall be deemed amended by deleting the word "Committee" in the first sentence thereof and by inserting in its place the words "Board of Directors."

54.46 Effective July 28, 1985, Section 13, Paragraph 1 of the EBF Plan shall be deemed to be amended by changing Option 6 thereof to read as follows:

"Option 6--A lump sum settlement of equivalent actuarial value to the pension otherwise payable, provided that the employee was placed on layoff status prior to July 28, 1985."

54.47 Effective January 1, 1985, Section 13 of the EBF Plan shall be deemed amended by redesignating Paragraphs 3 through 7 as Paragraphs 5 through 9, respectively, and by adding the following Paragraphs 3 and 4 to read as follows:

"3. Notwithstanding the provisions of Paragraphs 1 and 2 above, a married employee's election of any option which does not provide for monthly payments to his spouse for life after the employee's death, in an amount equal to at least 50% of the monthly amount payable under the option to the employee, shall be effective only if spousal consent to such election is received by the Committee.

4. The Committee shall furnish to each married employee within a reasonable time, but more than 90 days, prior to the commencement of his retirement pension a written explanation in non-technical language of the terms and conditions of his retirement pension without optional modification, the financial effect upon the employee's retirement pension of electing Option 1 in lieu thereof, the rights of the employee's spouse as provided in Paragraph 3 above, and the right of the employee to make, and to revoke, an election under this Section 13."

54.48 Effective January 1, 1989 Section 5 of the EBF Plan shall be deemed amended for all employees by adding a new Paragraph 9 to read as follows:

"Notwithstanding any other provisions of the EBF Plan, the annual pension allowance accrual for each employee shall cease under the EBF Plan effective as of December 31, 1988 provided, however, that any employee who was covered under the EBF Plan on December 31, 1988 shall remain covered on and after that date and shall continue to accrue age and length of service credits towards eligibility for existing pension benefits."

54.49 Section 5, Paragraph 1 of the EBF Plan shall be deemed amended, effective January 1, 1989, by adding the following paragraph after the Class V, vesting schedule:

Notwithstanding the foregoing, the vesting percentage for a Participant who completes an hour of service on or after January 1, 1989 shall be equal to 100% if his Term of Employment is 5 years or more. A Negotiable Participant's Term of Employment shall include any periods of employment rendered on or after January 1, 1989 for purposes of determining the applicable vesting percentage.

54.50 Effective August 8, 1994, Section 7, paragraph 6 of the EBF Plan shall be deemed amended by adding the following at the end of the paragraph:

Effective August 8, 1994, the foregoing Class D Pension benefit provision shall be limited to employees on Class D pension as of August 8, 1994, and the following provision shall be applicable:

Employees drawing Class D pensions as of August 8, 1994, may, at the Company's discretion, receive an annuity for their entire Class D benefit or be transferred to the regular pension rolls (Class A, 80 or N), if eligible, and employees so transferred shall have the right to elect any optional form of pension available under the Pension Plan including the post-retirement spousal annuity protection and shall be eligible to continue health care coverage at the prevailing active employee rates until the scheduled expiration of the Class D benefit. To the extent that the regular pension entitlement may be lower than the amount being paid as a Class D pension, the difference (including the post-retirement spousal annuity protection reduction) will be paid by the Company until the scheduled expiration date of the Class D benefit.

Employees drawing Class D pensions as of August 8, 1994, who are not yet eligible for an immediate payable pension may, at the Company's discretion, receive an annuity for their entire Class D benefits or be continued (grandfathered) on the Class D pension rolls until the scheduled expiration of the Class D benefit, or eligibility for Class A, 80 or N pension. Grandfathered Class D recipients will be classified as active employees for health care plan purposes and shall be eligible to continue pre-retirement spousal annuity coverage without cost to the employee or spouse.

## **ARTICLE 55**

### **Dilution of Working Rights**

#### **GENERAL**

55.01 The Company agrees it will not use employees classified as students, or employees from one class of work to another in the same department, to dilute the seniority rights of other employees by performing work in a class of work to which they are not normally assigned (except in emergencies during which employees in the affected class of work are not available), unless such work is regularly assigned as part of a combination or insurance assignment as provided in Section 52.04 or 52.05. It is understood that an included employee not having a combination or insurance assignment may occasionally be used to work in an included classification equal to or lower than his own classification, provided that such work does not dilute the seniority rights of employees in such other classification or eliminate the need for an employee in the affected classification. Temporary vacancies caused by absences of the incumbents shall be handled in accordance with Section 32.03.

55.02 It is recognized as dilution when more combination assignments that are actually necessary are established within a tour.

55.03 The Company agrees it will not use employees from one major department to dilute the seniority rights of other employees by performing work in another major department except in emergencies during which reasonably qualified employees in the affected departments are not available.

55.04 Notwithstanding the provisions of Section 55.01 the Company may meet the needs of the service by the use of authorized relief employees carrying dual ratings or Commercial regular relief employees by title at times when employees in the affected class of work are not readily available, but should such usage be of a continuing nature (other than lunch and short reliefs in classes of work having less than four employees on a tour) the assignment shall be revised or the additional force requirement reassigned to employees within the affected classification.

55.05 Excluded employees shall be restricted to the performance of the excluded work by reason of which they were excluded except as specifically provided in Appendix "B" annexed hereto and made a part of this Contract and except that in critical situations accompanying earthquakes, tornadoes, holocausts, epidemics, mainline cable failures or other disasters and in instances where an acute force shortage is occasioned by excessive absenteeism or an extraordinarily heavy file which could not reasonably be anticipated excluded employees may augment the regular forces in the performance of included work provided it does not interfere with their excluded supervisory duties and provided further that every step has been taken to cover the additional force requirements with included personnel including the use of all available overtime.

## ARTICLE 56

It is the policy and intention of the Company to preserve for its own employees all work normally and historically performed by them.

56.01 (a) This agreement does not contravene the Company's practice of securing apparatus, equipment, material or other supplies from vendors nor does it change the Company's practice of contracting for the manufacture and installation of apparatus or equipment and for pre-operational testing and performance of warranty procedures by the vendor.

(b) The Company agrees that during the life of this Contract it will not contract out the installation, maintenance or repair of message and data handling equipment located at the Customer Service Centers, Computer Center locations and the Agency Business Center. The Company agrees that it will not contract out the installation, maintenance or repair of its message and data handling equipment leased or otherwise obtained by the Company for its own use, at the aforementioned locations, except as follows:

The Company is not prohibited from having leased PABX systems installed by the manufacturer or from leasing for re-lease to its customers equipment which the lessor as a matter of consistent business practice refuses to lease unless the lessor itself performs the installation, maintenance and repair.

Further, the Company is not prohibited from leasing for re-lease to its customers message and data handling equipment which its employees do not have the expertise to install, maintain or repair because such equipment is not commonly or widely used by the Company in serving its customers and therefore may arrange for lessor installation, maintenance or repair of such equipment. It being agreed, however, that when such equipment becomes commonly or widely used enough to justify the training of the Company's employees to do so, such equipment shall then be installed, maintained or repaired by the Company's employees.

In addition, the Company will not contract out the installation, maintenance or repair of customer-owned equipment for which it has an installation, maintenance or repair contract.

(c) The Company also agrees that for the life of this Contract, it will not contract out the manual transmission of Company services presently involved in the job classifications of Automatic Operator and Automatic Supervisor or the recording or telephone delivery of telegrams involved in the job classifications of Telephone Operator and Telephone Supervisor.

(d) It is understood that neither the conversion of District offices to agency operation after FCC approval, nor the practice of establishing agencies is prohibited by the foregoing language of this section.

(e) Exclusive of work listed in Paragraph (b) above, the Company may contract out to outside firms work performed by the bargaining unit employees when the work constitutes less than a full-time job on a regular basis, provided the Union is notified at least thirty days in advance at the Divisional level, and, if the Union requests, the parties shall meet and negotiate on the proposal. Any work, exclusive of the work listed in Paragraph (b) above, involving one full time job or more may be contracted out only after the Union has been given a thirty day notice at National level, and, if the Union requests, the parties shall meet and negotiate on the proposal.

## ARTICLE 57

### Preservation of Stipulations

#### GENERAL

57.01 Unless superseded by subsequent agreements, stipulations entered into between the Union and the Company listed between March 15, 1946 and August 6, 1997 are hereby incorporated into this Contract by reference for the purpose of effectiveness and application for the duration of this Contract or any extension hereof.

#### March 15, 1946 to June 2, 1958

Air Force, Switching Centers, displacements in (Stipulation #3-58).....	6/2/58
Appendix B, letter re negotiations on, June 9, 1956 .....	
Appendix B, Stipulation dated July 2, 1953.....	
Apprentice Section Maintainer classification, establishment of (Stipulation #12) .....	7/2/53
Area Headquarters for Virginia-North Carolina-South Carolina area, P & E.....	1/25/49

Area Headquarters in P & E Department, establishment of.....	11/19/48
Bank Wire Switching Centers, staffing of (Stipulation #6) .....	6/27/50
Bundling Point Offices, assignment of T&R personnel at .....	3/23/49
Certification of Union, change in (Stipulation #1).....	5/31/49
Contract of 1956, Memorandum of Agreement .....	6/6/56
Defunctionalization Stipulation .....	1/30/49
Desk-Fax Stipulation dated June 3, 1954 .....	
Desk-Fax (Stipulation #1-55).....	1/7/55
District Headquarters, transfer of, to Division Headquarters (Stipulation # 1-58) .....	1/23/58
District Offices, Regrouping of, on defunctionalization .....	11/22/48
District Sales Organization, establishment of, and related matters (Stipulation #2-58).....	1/23/58
Dues Deduction Authorization form (For Members only) .....	
Dues Deduction Authorization form (For Non-Members only).....	
Dues Delinquency, application of contract in (Stipulation #13) .....	11/13/53
Excluded Personnel, assignment to inclusion in the Bargaining Unit .....	5/26/49
Formula for grading offices, (Stipulation #1-57, Supplement #1).....	3/2/57
Home Office and Division Headquarters, Consolidation of Commercial-Traffic (Stipulation #8) .....	6/30/50
Janitorial Forces, common seniority for .....	5/26/49
Job Classification Fund, Settlement of (Stipulation #1-57) .....	3/2/57
Supplement #1 Formula For Grading .....	
Supplement #2 Reclassification of Various Titles .....	
Job Classification Fund, Stipulation dated June 7, 1956 .....	
Merit Area, absorption and elimination of , Interpretative Memorandum dated June 5, 1954 .....	
Minneapolis Money Order Audit Bureau, establishment of .....	1946
Night Manager title, J.C. agreement re preservation of .....	10/30/46
Oakland. Seniority of transferred San Francisco employees at .....	3/15/46
P & E Department, hours of work for Assistant Field Engineer and certain Inspectors .....	11/11/47
P & E Maintainer and Apprentice Operations Technician, establishment of (Stipulation #2-57) .....	3/20/57
Plant Accounting functions, transfer and mechanization of (Stipulation #3) .....	5/12/50
Strike Settlement Agreement of May 23, 1952 .....	
T & R Transfer Agreement .....	7/7/48
Timekeeping and Monitorial work, transfer of, between Traffic and Commercial (Stipulation #9) .....	6/30/50
Waiver Agreement, re cancellation of Employment waivers, dated July 27, 1954 .....	

**June 3, 1958 to June 6, 1968**

Autodin Centers, transfer of work to military personnel .....	3/11/66
Defunctionalization agreement .....	6/14/66
Elimination of Social Security deductions .....	6/14/66
Mandatory retirement age.....	6/14/66
Mandatory Management Department, establishment of .....	8/8/67
Regional Headquarters, list of, in three Divisions (Stipulation #1-65, Supplement #1).....	4/3/65
Regional Headquarters, newly established.....	4/3/65
Retirement Age, lowering of mandatory .....	6/14/66
Retirement Plan, Early .....	4/6/65 & 10/6/67
St. Louis & Richmond, transfer of work from .....	11/20/64
Social Security deductions, elimination of .....	6/14/66
System Fabrication and Repair Center, establishment of.....	12/28/67
T & R work in District offices, performance of .....	6/6/68

Transfer of Work from Commercial-Traffic Division Headquarters to newly established Regional Headquarters .....	4/3/65
Transfer of Work--St. Louis & Regional Reperforator Centers .....	11/20/64
Rates of Pay, determination of, on 40 hour week conversion (Interpretative Memorandum dated November 18, 1952) .....	
Rates of Pay, determination of, on 40 hour week conversion (Stipulation #2-55) .....	7/8/55
Rates of Pay, re common titles in transfer of Accounting to Commercial .....	8/23/57
Reclassification of various titles (Stipulation #1-57, Supplement #2 .....	3/2/57
Comlognet Switching Center, U.S. Air Force, staffing of .....	5/24/61
Defunctionalization of certain Group 4 divisional cities .....	6/1/60
District Headquarters, transfer of, to Division Headquarters .....	1/23/59
Division Comptroller's work, transfer to New York Accounting .....	3/2/60
Division Warehouses, establishment of Plant, Atlanta, Dallas and San Francisco .....	3/2/60
Dues Deduction Authorization Form .....	00/00/00
Job Classification Fund, Distribution of 1958 .....	12/9/58
Marketing Department, consolidation with Commercial-Traffic, Home Office .....	6/21/63
Material Control Center, establishment of .....	3/2/60
Plant Accounting and IDP functions, consolidation of and transfer from Atlanta to Dallas .....	6/21/63
Plant Accounting and IDP functions, consolidation of and transfer from San Francisco to Dallas .....	6/5/64
Plant Area Headquarters Offices, consolidation of P & E .....	4/7/59
Plant Area Headquarters Offices, consolidation into Division units of .....	6/20/63
Printer Maintainers, reclassification of .....	7/27/61
Purchasing & Stores work transfer to Chicago Division Warehouse and to Purchasing Dept., New York City .....	3/2/60
RAMAC computer installation and other transfers .....	3/2/60
Relief Managers move to Soliciting Manager (An amendment to Stipulation #2-58) .....	2/26/60
Research & Engineering Dept., consolidation with Plant, Home Office .....	6/2/63
Section Maintainer, elimination of classification of, and other J. C. revisions .....	6/1/60
Timekeeping and clerical work, transfer from Traffic to Commercial .....	7/9/60
<b>June 7, 1968 to July 27, 1982</b>	
Addition of Titles to Home Office for Mailgram Service Center and CTB Processing Center (Stipulation #2-71) .....	7/29/71
Agreement after acquisition of CPI (Stipulation #1-77) .....	5/31/77
Agreement on part-time employees at CTB until 1974 (Stipulation #5-73) .....	8/2/73
Agreement on seniority in TWX Billing Center, TWX Directory Complication Center, and the Order Processing Center (Stipulation #7-70) .....	10/28/70
Agreement on T&R work located outside W&R room (Stipulation #1-76) .....	3/31/76
Agreement on work in Order Entry System (Stipulation #9-69) .....	12/18/69
Agreement resolving dispute at Jacksonville, Fla. on delivery of messages by outside firms (Stipulation #12-70) .....	11/5/70
Amendments in Pension Plan to comply with ERISA (Stipulation #2-76) .....	8/13/76
Area Mechanization of Bookkeeping (Stipulation #2-72) .....	10/21/72
Assignment of employees to SNOTEL (Stipulation #1-80) .....	2/25/80
Assignments to Computer Centers at Atlanta, Chicago and San Francisco (Stipulation #2-69) .....	2/24/69
Assignment of students to Switching Clerk work (Stipulation #6-69) .....	5/24/69

Changes in data collection for EDITS (Stipulation #5-70) .....	10/16/70
Computerization of Bookkeeping, Credit and Collection and Customer Service at Washington, D.C. (Stipulation #6-70) .....	10/20/70
Consolidation of Commercial and Traffic and transfer to District seniority lists, new office groupings and combining of job classifications (Stipulation #4-73) .....	8/2/73
Dispositions of Skilled Trades Dispute (Stipulation #4-70).....	10/12/70
Early Retirement Agreement (Stipulation #1-72).....	8/7/72
Establishment of Centralized Telephone Bureaus (Stipulation #1-71) .....	7/29/71
Establishment of Central Telex Information Center at St. Louis (Stipulation #11-70).....	10/28/70
Establishment of Computer Center at Bridgeton, Missouri (Stipulation #6-73).....	11/27/73
Establishment of Computer Center at Middletown, Virginia (Stipulation #3-71).....	7/29/71
Establishment of Information Services Facility at Mahwah, N.J. (Stipulation #2-73).....	4/23/73
Establishment of Microwave Alignment Sections (Stipulation #14-70) .....	11/6/70
Establishment of Money Order Modernization Program (Stipulation #1-82) .....	6/17/82
Establishment of National Billing and Processing Center at Maryland Heights, Missouri (Stipulation #9-70) .....	11/3/70
Establishment of Technician, Earth Station for satellite stations (Stipulation #1-74).....	8/8/74
Establishment of TWX Directory Compilation Center in Maryland Heights, Missouri (Stipulation #8-70) .....	10/28/70
Establishment of TWX Billing Center in Billing and Order Processing Center (Stipulation #10-70).....	10/28/70
Integration of WU Data Services employees (Stipulation #1-79) .....	12/2/79
Mechanization of Bookkeeping, Credit and Collection and other functions from Commercial to Traffic (Stipulation #7-69) .....	9/17/69
Mechanization of Minneapolis Money Order Audit Bureau (Stipulation #1-69) .....	2/15/69
Relocation of Circuit Dispatchers Bureau to Upper Saddle River, N.J. (Stipulation #1-73).....	4/23/73
Training and filling new jobs for TWX acquisition (Stipulation #5-69) .....	5/24/69
Transfer from NSO Division Headquarters offices at Chicago, Ill. and Oakland (Stipulation #7-73).....	11/7/73
Transfer of functions from various Plant headquarters in Eastern Division (Stipulation #1-70) .....	3/13/70
Transfer of functions from various Plant headquarters in the Lake Division (Stipulation #3-70) .....	3/27/70
Transfer of Operator 25 work to Mt. Vernon, Ill. (Stipulation #13-70) .....	11/5/70
Transfer of Plant Division Headquarters from Dallas and Atlanta to Area Mgr. offices (Stipulation #4-69) .....	4/30/69
Transfer of Plant Division Headquarters functions from Oakland to Area Mgr. offices (Stipulation #3-69) .....	2/27/69
Transfer of Telephone recording and agency handlings from Chicago to Mt. Vernon (Stipulation #8-69) .....	8/14/69
Transfer of TWX Customer Purchased Terminal and Contract Maintenance work from Maryland Heights, Missouri (Stipulation #2-77) .....	7/5/77
Transfer of work in Commercial and Traffic T&R classification to Plant (Stipulation #3-73).....	8/2/73
Treatment of employees in retermination because of DES (Stipulation #1-78) .....	8/14/78
Understanding on acceptance of Mailgram books (Stipulation #3-76) .....	12/8/76
<b>July 28, 1982 to July 27, 1985</b>	
Consolidation of Area Accounting and Data Control at Seattle, Minneapolis and Kansas City (Stipulation #2-83) .....	5/18/83

Early Retirement Agreement (Stipulation #3-83).....	11/23/83
Reorganization and transfers of work, nationwide (Stipulation #1-83).....	3/31/83
Agreement to combine titles in Commercial and combine Commercial and Traffic departments in remaining traffic cities (Stipulation #2-85) .....	8/7/85
Early Retirement Agreement (Stipulation #1-85).....	1/11/85
Reclassification of Technicians, Service to Representative, Service (Stipulation #3-85).....	8/7/85
Sales Incentive Program for Sales Representative (Stipulation #4-85) .....	8/7/85
<b>July 28, 1985 to August 6, 1988</b>	
Transfer of Company's Government Services Division (GSD) employee to American Satellite Company (ASC) in connection with the sale of GSD to ASC. (Stipulation #1-86) .....	4/11/86
<b>August 7, 1988 to August 6, 1994</b>	
Integration of Priority Mail Services (PMS) (Stipulation #1-89).....	9/22/89
Establishment of Agency Business Center (CABC) in Bridgeton, Mo. (Stipulation #2-89) .....	10/23/89
Consolidation of TWX Directory Compilation Center (DCC) into the Billing and Order Processing Center (BOPC) at Bridgeton, Mo. (Stipulation #3-89) .....	10/27/89
Transfer of Plant Department (PWKM), Customer Care Center from Atlanta, Ga. to the Traffic Department (TCC) Computer Center, Bridgeton, Mo. (Stipulation #1-90) .....	8/15/90
Reclassification of Supervisor, Information System Intercept Operators and Operator, Intercept in the Traffic Department (TCC) Computer Centers at Bridgeton, Mo. and Middletown, Va. (Stipulation #2-90) .....	8/15/90
Reclassification of Control Center Technicians to Technician Specialist; and upgrade to Computer Center Technician classification in the Traffic Department (TCC) Computer Center at Bridgeton, Mo. (Stipulation #3-90).....	8/15/90
Consolidation of Material Management Department (MMCC) and Material Management Department (MMWW) and Material Management Department (MMSW) into Central Logistics Depot (CLDCC ) at Allentown, Pa. (Stipulation #4-90) .....	8/15/90
Treatment of employees eligible for transfer employment to AT&T associated with sale of Western Union Business Services (Stipulation #5-90).....	10/10/90
Transfer of Mailgram and Priority Mail Service support work from Middletown, Va. to Priority Mail Services (TPMS) McLean, Va. (Stipulation #1-91) .....	1/10/91
Establishment of Clerk/Operator (French) classification in Commercial Department, Regional Office, Group R1 hourly schedule, applicable at Dallas, Tex. only (Stipulation #2-91) .....	1/14/91
Omissions from Appendix A in printing of 1990 Contract. (Stipulation #3-91).....	3/21/91
Amendments to Retirement Savings Plan for Bargaining Unit Employees, effective October 1, 1991, (Stipulation #4-91).....	8/6/91
Consolidation and reclassification of job titles in the Billing and Order Processing Center (BOPC) at Bridgeton, Mo, and the amendment of the job description for Clerk, Order Processing and Billing (BOPC) (Stipulation 1-92).....	3/4/92

Consolidation of the Home Office, Material Management Department (MMHO) and the Home Office Plant Department (PEGH) at Upper Saddle River, NJ, effective April 13, 1992. (Stipulation 2-92)	4/10/92
Memorandum Agreement extending the August 7 1990 Contract to and including August 6, 1994	7/8/92
Temporary agreement with respect to pilot program involving new service offering known as Fastax. (Stipulation 3-92)	12/8/92
Changes in certain job titles under Traffic Department (TCTB) and Commercial Department (CDVNL) R-1 Hourly-Rated schedules, and level change of Customer Service Supervisor classification (Stipulation 4-92)	12/22/92
Reclassification of Service Representative (Territory Rep) classification and realignment of District Seniority Lines. (Stipulation 1-93)	11/23/93
Upgrade of Representative, Senior Customer Service classification, Priority Mail Service (TPMS) McLean, VA. (Stipulation 1-94)	5/18/94
Reno CSC closure and contracting out work to third party (Stipulation 2-94)	7/30/94
<b>August 7, 1994 to August 6, 1997</b>	
Reclassification of Supervisor, Senior Operating to Supervisor, Administrative (CDSTO) (Stip. 4-94)	11/15/94
Updating Contract language (Stip. 5-94)	12/28/94
Establishment of the (BOPC) Clerk, Senior Accounting Classification (Stip. 1-95)	5/5/95
This Stipulation is now deleted.	
Establishment of the (TCTB) Specialist, International Customer Relations classification (Stip. 2-95)	9/26/95
Integration of certain EDS employees into the Western Union TCTB Operator, Systems classification (Stip. 3-95)	11/17/95
Reclassification of Level 40B Stenographers (TCTB) to Level 60 (Stip. 4-95)	11/6/95
Establishment of the (CDVNL) Supervisor, Customer Service (Spanish) and the Instructor (Spanish) classifications Dallas, Texas (Stip. 1-96)	4/27/96
Integration of certain IPS employees into Western Union as Representatives, Territory (Stip. 2-96)	3/18/96
Conversion of the Washington, DC, Capitol Hill office from a Commercial Department location (CDVNL) to a Traffic Office (TPMS) under McLean, VA (Stip. 1-97)	12/3/96
Establishment of the Senior Supervisor Classification (TCTB) & (CDVNL) at Bridgeton, Mo., and Dallas, Tx. (Stip. 2-97)	6/14/97
Establishment of the (BOPC) Senior Accounting Associate Classification at Bridgeton, Mo. (Stip. 3-97)	6/14/97
Promotion of certain Territory Representatives and Administrative Supervisors to management positions (Stip. 4-97)	6/14/97
Reclassification of certain employees in the Level 130, Senior Customer Service Representative Classification on the TPMS wage schedule at McLean, Virginia (Stip 6-97)	11/14/97
<b>August 7, 1997 to August 6, 2000</b>	
Agreement for pension eligibility and severance pay of certain Territory Representatives and Administrative Supervisors (Stipulation 4-97-Amendment A)	6/17/00

Updating Contract language (Stipulation 7-97) .....	12/19/97
Amendments to Retirement Savings Plan for Bargaining Unit Employees (Stipulation 7-97)–Supplement A) .....	12/14/98
Consolidation and reclassification of certain job classifications; Level 120 Senior Supervisor, Level 60 Customer Relations Specialist, Level 60 Customer Service Representative, Level 60 Customer Service Representative (French), and Level 60 Customer Service Representative (Spanish) at the Bridgeton and Dallas Customer Service Centers (Stipulation 1-98).....	3/5/98
Reestablishment of the (FO) Level 160–Operator, Systems classification (Stipulation 2-98).....	8/3/98
Amendment of district seniority lines within the Commercial Department (CDSTO) (Stipulation 3-98) .....	9/16/98
Establishment of new Bilingual Level 70 Representative, Customer Service job titles (i.e., Chinese, Polish, Russian, Vietnamese, Portuguese, Ukrainian, Arabic, Pilipino, Urdu-Hindi & Punjabi, Romanian, Thai) at Dallas, Tx. (Stipulation 4-98) .....	9/16/98
Consolidation of the Agent Business Center at St. Peters, Mo., and the amendment of certain Level 110 Customer Service Representatives and Level 80 Administrative Clerks offer of transfers and job descriptions (Stipulation 1-99) .....	8/25/99
Consolidation of the Agent Business Center at St. Peters, Mo., and check processing automation (Stipulation 1-99)–Amendment A) .....	9/22/99
Consolidation of the Agent Business Center at St. Peters, Mo. (Stipulation 1-99–Amendment B) .....	3/22/00
Amendments to Retirement Savings Plan for Bargaining Unit Employees, effective May 31, 2000 (Stipulation 1-2000) .....	5/31/00
Promotion of certain Level 150 Representative Sales, Level 140 Senior Administrative Clerk, and Level 90 Administrative Clerk at Sparks, Nevada (Stipulation 2-2000).....	6/17/00
Amendments to Retirement Savings Plan for Bargaining Unit Employees, effective January 01, 2001 ( Stipulation 1-2001) .....	02/23/01

**ARTICLE 58  
Separability Clause**

**GENERAL**

58.01 This Contract is made in the full belief by both parties hereto that is in every respect legal. If any section, clause, sentence, or part of this Contract is, for any reason, held to be invalid or unenforceable in any respect, such decision shall not effect the remaining portions of this Contract.

**ARTICLE 59  
Implementing Clause**

**GENERAL**

59.01 The Company agrees that there shall be no lockouts, and the Union agrees that there shall be no strikes, over matters which are arbitrable under the contract or which are submitted to arbitration by mutual agreement.

**ARTICLE 60  
Effective Date, Termination and Renewal of Contract**

**GENERAL**

60.01 The term of this Contract shall be from August 7, 2000 until August 6, 2004, inclusive. This Contract shall renew itself for periods of one year unless either party hereto notifies the other in writing at least sixty days before August 6, 2004, inclusive, or any succeeding termination date thereafter, of its election to terminate the Contract.

IN WITNESS WHEREOF, the parties have duly executed this Contract this 17th, day of June, 2000 in St. Louis, Missouri.

WESTERN UNION FINANCIAL  
SERVICES, INC.

By:  
/s/D. M. Hodson

COMMUNICATIONS WORKERS OF  
AMERICA, AFL–CIO

By:  
/s/ P. D. Ferrill

# **JOB CLASSIFICATION**

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**WAGE SCHEDULES  
JOB TITLES  
JOB DESCRIPTIONS**

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## **Appendix A of CONTRACT**

**Between**

**Western Union Financial Services Inc.**

**and**

**Communications Workers of America**

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**Rates: Top line as of August 7, 2000  
Second line as of August 7, 2001  
Third line as of August 7, 2002  
Fourth and last line as of August 7, 2003**

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## DIVISIONAL CITY OFFICES (CDVNL)

Dallas, TX & Sparks, NV

1st – 2000-2001

2nd – 2001-2002

3rd – 2002-2003

4th – 2003-2004

Level	Title	Start- ing Rate	Progression Steps–Months						
			6	12	24	36	48	60	72
160	Manager	16.10	0.00	16.43	16.86	17.27	17.87	18.28	19.61
		16.72	0.00	17.06	17.51	17.94	18.56	18.98	20.37
		17.30	0.00	17.65	18.12	18.56	19.21	19.64	21.08
		17.92	0.00	18.28	18.77	19.23	19.90	20.34	21.84
150C	Manager, Asst..	14.83	15.19	15.42	15.85	16.13	16.57	16.96	18.44
		15.40	15.78	16.01	16.46	16.75	17.21	17.61	19.15
		15.94	16.33	16.57	17.03	17.33	17.81	18.22	19.82
		16.51	16.92	17.16	17.64	17.95	18.45	18.87	20.53
150B	Supervisor, Admin..	15.70	0.00	15.92	16.47	16.86	17.41	17.77	18.28
		16.31	0.00	16.53	17.10	17.51	18.08	18.46	18.98
		16.88	0.00	17.11	17.70	18.12	18.71	19.10	19.64
		17.49	0.00	17.72	18.33	18.77	19.38	19.79	20.34
150A	Cashier Representative, Sales Clerk, Sr. Admin.	14.54	14.87	15.21	15.54	15.90	16.27	16.73	17.86
		15.10	15.44	15.80	16.14	16.51	16.90	17.38	18.55
		15.63	15.98	16.35	16.70	17.08	17.49	17.98	19.20
		16.19	16.55	16.94	17.30	17.69	18.12	18.63	19.89
140		14.53	0.00	14.78	15.07	15.40	15.80	16.96	
		15.09	0.00	15.35	15.65	15.99	16.41	17.61	
		15.62	0.00	15.88	16.19	16.55	16.98	18.22	
		16.18	0.00	16.45	16.77	17.14	17.59	18.87	
120A	Senior, Supvr., Sr. Sup. (Spanish) Instructor Instructor (Spanish) Admin.. Clerk	13.81	14.03	14.29	14.75	15.13	15.60	16.64	
		14.34	14.57	14.84	15.32	15.71	16.20	17.28	
		14.84	15.08	15.36	15.85	16.26	16.76	17.88	
		15.37	15.62	15.91	16.42	16.84	17.36	18.52	
110	Rep., Agent Svcs. (Spanish)	13.53	13.81	14.14	14.58	14.90	15.37	16.39	
		14.05	14.34	14.69	15.14	15.47	15.96	17.02	
		14.54	14.84	15.20	15.67	16.01	16.52	17.61	
		15.06	15.37	15.75	16.23	16.58	17.11	18.24	
90A		12.82	13.12	13.50	13.82	14.09	14.47	15.67	
		13.31	13.63	14.02	14.35	14.63	15.03	16.27	
		13.77	14.10	14.51	14.85	15.14	15.55	16.84	
		14.26	14.61	15.03	15.38	15.68	16.11	17.44	
80	Storekeeper, Commercial	12.70	12.96	13.35	13.76	14.13	14.55	15.44	
		13.19	13.46	13.86	14.29	14.67	15.11	16.04	
		13.65	13.93	14.34	14.79	15.18	15.64	16.60	
		14.14	14.43	14.85	15.32	15.72	16.20	17.20	

### LEGEND

\* Applicable to Dallas only.

\*\*A .10 cent bilingual rate differential will be applicable for this job classification, which is added after the ATB.

## DIVISIONAL CITY OFFICES (CDVNL)

Dallas, TX & Sparks, NV

1st – 2000-2001  
2nd – 2001-2002  
3rd – 2002-2003  
4th – 2003-2004

Level	Title	Start- ing Rate	Progression Steps–Months						
			6	12	24	36	48	60	72
70	Rep., Cust. Svc. Relief*	12.57	12.74	13.07	13.35	13.85	14.44	14.99	
		13.05	13.23	13.57	13.86	14.38	15.00	15.57	
		13.50	13.69	14.04	14.34	14.88	15.52	16.11	
		13.98	14.18	14.54	14.85	15.41	16.08	16.69	
70	Rep., Cust.. Svc..* Stenographer	12.70	12.96	13.35	13.76	14.13	14.55	15.19	
		13.19	13.46	13.86	14.29	14.67	15.11	15.78	
		13.65	13.93	14.34	14.79	15.18	15.64	16.33	
		14.14	14.43	14.85	15.32	15.72	16.20	16.92	
40	Clerk, General	11.78	12.05	12.16	12.52	12.94	13.35	13.99	
		12.23	12.51	12.63	13.00	13.44	13.86	14.53	
		12.66	12.95	13.07	13.45	13.91	14.34	15.04	
		13.11	13.41	13.54	13.93	14.41	14.85	15.58	
10	Clerk/Operator Student	11.07							
		11.50							
		11.90							
		12.33							

### LEGEND

\* Applicable to Dallas only.

\*\* A .10 cent bilingual rate differential will be applicable for this job classification, which is added after the ATB.

## COMMERCIAL DEPARTMENT (CDSTO) DISTRICT EMPLOYEES

1st – 2000-2001  
2nd – 2001-2002  
3rd – 2002-2003  
4th – 2003-2004

Level	Title	Start- ing Rate	Progression Steps–Months						
			6	12	24	36	48	60	72
160A	Supvr., Admin.,	15.70	0.00	15.92	16.47	16.86	17.41	17.77	18.59
		16.31	0.00	16.53	17.10	17.51	18.08	18.46	19.31
		16.88	0.00	17.11	17.70	18.12	18.71	19.10	19.98
		17.49	0.00	17.72	18.33	18.77	19.38	19.79	20.70
160	Rep., Territory	15.70	0.00	15.92	16.47	16.86	17.41	17.77	18.28
		16.31	0.00	16.53	17.10	17.51	18.08	18.46	18.98
		16.88	0.00	17.11	17.70	18.12	18.71	19.10	19.64
		17.49	0.00	17.72	18.33	18.77	19.38	19.79	20.34

**TRAFFIC DEPARTMENT (TCTB)  
CUSTOMER SERVICE CENTER**

Bridgeton Missouri

1st – 2000-2001  
2nd – 2001-2002  
3rd – 2002-2003  
4th – 2003-2004

Level	Title	Start- ing Rate	Progression Steps—Months						
			6	12	24	36	48	60	72
160	Operator, Systems	15.73	0.00	16.12	16.64	17.14	17.60	18.70	
		16.34	0.00	16.74	17.28	17.80	18.28	19.42	
		16.91	0.00	17.32	17.88	18.42	18.92	20.10	
		17.52	0.00	17.94	18.52	19.08	19.60	20.82	
150	Cashier, CSC	14.83	15.19	15.42	15.85	16.13	16.57	16.96	17.92
		15.40	15.78	16.01	16.46	16.75	17.21	17.61	18.61
		15.94	16.33	16.57	17.03	17.33	17.81	18.22	19.26
		16.51	16.92	17.16	17.64	17.95	18.45	18.87	19.95
130	Payroll & Benefits Processor Supvr., Force	14.09	0.00	14.46	14.90	15.38	15.83	16.13	17.09
		14.63	0.00	15.02	15.47	15.97	16.44	16.75	17.75
		15.14	0.00	15.54	16.01	16.53	17.01	17.33	18.37
		15.68	0.00	16.10	16.58	17.12	17.62	17.95	19.03
120	Instructor Senior Supervisor	13.81	14.03	14.29	14.75	15.13	15.60	16.64	
		14.34	14.57	14.84	15.32	15.71	16.20	17.28	
		14.84	15.08	15.36	15.85	16.26	16.76	17.88	
		15.37	15.62	15.91	16.42	16.84	17.36	18.52	
110	Rep., Agent Svcs.	13.53	13.81	14.14	14.58	14.90	15.37	16.39	
		14.05	14.34	14.69	15.14	15.47	15.96	17.02	
		14.54	14.84	15.20	15.67	16.01	16.52	17.61	
		15.06	15.37	15.75	16.23	16.58	17.11	18.24	
100	Operator, Communications	13.35	13.55	13.80	14.22	14.64	15.13	16.16	
		13.86	14.07	14.33	14.77	15.20	15.71	16.78	
		14.34	14.56	14.83	15.28	15.73	16.26	17.36	
		14.85	15.08	15.36	15.83	16.29	16.84	17.98	
90	Secretary/Receptionist	13.20	13.47	13.79	14.17	14.53	14.91	15.88	
		13.71	13.99	14.32	14.72	15.09	15.48	16.49	
		14.19	14.48	14.82	15.23	15.62	16.02	17.06	
		14.70	15.00	15.35	15.78	16.18	16.59	17.67	
80	Clerk, Admin.. Clerk, Computer Library Spclst., Intl. Cus. Rel.	13.04	13.39	13.78	14.09	14.42	14.70	15.68	
		13.54	13.91	14.31	14.63	14.98	15.27	16.28	
		14.01	14.39	14.81	15.14	15.50	15.80	16.85	
		14.51	14.91	15.34	15.68	16.06	16.37	17.45	
70	Monitor Rep., Cust.. Svc.. Stenographer	12.70	12.96	13.35	13.76	14.13	14.55	15.19	
		13.19	13.46	13.86	14.29	14.67	15.11	15.78	
		13.65	13.93	14.34	14.79	15.18	15.64	16.33	
		14.14	14.43	14.85	15.32	15.72	16.20	16.92	
50	Storekeeper Traffic	12.16	12.34	12.60	13.03	13.55	14.08	14.64	
		12.63	12.82	13.09	13.53	14.07	14.62	15.20	
		13.07	13.27	13.55	14.00	14.56	15.13	15.73	
		13.54	13.75	14.04	14.50	15.08	15.67	16.29	

**TRAFFIC DEPARTMENT (TCTB)  
CUSTOMER SERVICE CENTER**

Bridgeton Missouri

1st - 2000-2001  
2nd - 2001-2002  
3rd - 2002-2003  
4th - 2003-2004

Level	Title	Start- ing Rate	Progression Steps-Months					
			6	12	24	36	48	60
40A	Clerk, General	11.36	11.74	11.92	12.25	12.52	12.70	13.16
		11.80	12.19	12.38	12.72	13.00	13.19	13.67
		12.21	12.61	12.81	13.16	13.45	13.65	14.15
		12.65	13.06	13.27	13.63	13.93	14.14	14.66
5	Operator, Student	10.90						
		11.32						
		11.71						
		12.13						
	Casual Part-Time 1	7.75						
Casual Part-Time 2	8.00							
Casual Part-Time 3	8.25							
Casual Part-Time 4	8.55							

**PLANT DEPARTMENT (PWKM)**

**WORKMEN**

1st - 2000-2001  
2nd - 2001-2002  
3rd - 2002-2003  
4th - 2003-2004

Level	Title	Start- ing Rate	Progression Steps-Months						
			6	12	24	36	48	60	72
130	Chief, Sr. Technician	18.79	0.00	19.44	19.87	20.12	22.66		
		19.51	0.00	20.19	20.64	20.90	23.53		
		20.19	0.00	20.89	21.36	21.63	24.35		
		20.91	0.00	21.64	22.13	22.41	25.22		
120	Senior Technician	18.28	0.00	18.71	19.15	19.35	21.95		
		18.98	0.00	19.43	19.89	20.10	22.80		
		19.64	0.00	20.11	20.58	20.80	23.59		
		20.34	0.00	20.83	21.32	21.55	24.44		
70	Apprentice, Sr. Technician	13.78	14.58						
		14.31	15.14						
		14.81	15.67						
		15.34	16.23						
65	Storekeeper, Computer Center	13.20	13.47	13.56	13.83	14.46	14.90	15.32	16.72
		13.71	13.99	14.08	14.36	15.02	15.47	15.91	17.36
		14.19	14.48	14.57	14.86	15.54	16.01	16.46	17.96
		14.70	15.00	15.09	15.39	16.10	16.58	17.05	18.60
	Storekeeper, Plant								

# CUSTOMER/TECHNICAL SUPPORT ORGANIZATION (C/TSO)

McLean, Virginia

1st – 2000-2001

2nd – 2001-2002

3rd – 2002-2003

4th – 2003-2004

Level	Title	Start- ing Rate	Progression Steps—Months						
			6	12	24	36	48	60	72
130	Supvr., Job Proc.	14.19	15.53	16.90	18.14	19.26	20.55	21.61	22.75
	Supvr, Computer	14.74	16.13	17.55	18.84	20.00	21.34	22.44	23.63
	Supvr, Network Control	15.25	16.69	18.16	19.50	20.70	22.08	23.22	24.45
	Senior Technician	15.80	17.29	18.81	20.20	21.44	22.87	24.05	25.53
	Rep, Sr. Customer Svc								
	Rep., Customer Support (Payment Services)								
	Rep., Customer Support (Messaging)								
Spvr., POM Operations									
120	Coordinator, C&C	13.67	14.07	14.91	16.07	16.75	18.51	19.19	
	Spclist., Production	14.20	14.61	15.48	16.69	17.40	19.22	19.93	
		14.69	15.12	16.02	17.27	18.01	19.89	20.62	
		15.22	15.66	16.59	17.89	18.66	20.60	21.36	
110	Operator, Computer.	12.14	12.36	13.34	14.15	15.09	15.73	16.32	
	Rep., Cust., Svc..	12.61	12.84	13.85	14.70	15.67	16.34	16.95	
	Coordinator, Prod.	13.05	13.29	14.33	15.21	16.22	16.91	17.54	
	Coordinator, Computer Production Specialist, Admin..	13.52	13.77	14.84	15.76	16.80	17.52	18.17	
100	Clerk/Courier, Senior	11.58	11.83	12.35	12.99	13.50	14.20	14.91	
	Operator, POM	12.03	12.29	12.83	13.49	14.02	14.75	15.48	
		12.45	12.72	13.28	13.96	14.51	15.26	16.02	
		12.90	13.18	13.76	14.46	15.03	15.81	16.59	
90	Clerk, Data Entry.	9.59	10.88	11.79	12.60	13.29	13.98	14.44	
		9.96	11.30	12.24	13.09	13.80	14.52	15.00	
		10.31	11.69	12.67	13.55	14.28	15.03	15.52	
		10.68	12.11	13.12	14.04	14.79	15.57	16.08	
70	Operator/Courier	9.23	10.59	11.41	12.23	12.83	13.20	13.93	
	Facsimile	9.59	11.00	11.85	12.70	13.32	13.71	14.47	
	Clerk/Courier	9.92	11.38	12.26	13.14	13.78	14.19	14.97	
		10.28	11.79	12.70	13.61	14.27	14.70	15.51	

## FINANCIAL OPERATIONS (FO)

St. Charles, Missouri

1st - 2000-2001  
2nd - 2001-2002  
3rd - 2002-2003  
4th - 2003-2004

Level	Title	Start- ing Rate	Progression Steps—Months						
			6	12	24	36	48	60	72
160	Operator, Systems	15.73	0.00	16.12	16.64	17.14	17.60	18.70	
		16.34	0.00	16.74	17.28	17.80	18.28	19.42	
		16.91	0.00	17.32	17.88	18.42	18.92	20.10	
		17.52	0.00	17.94	18.52	19.08	19.60	20.82	
120	Assistant, Supervisory	14.53	0.00	14.78	15.07	15.28	15.83	16.73	
		15.09	0.00	15.35	15.65	15.87	16.44	17.38	
		15.62	0.00	15.88	16.19	16.42	17.01	17.98	
		16.18	0.00	16.45	16.77	17.01	17.62	18.63	
110	Clerk, Operator Senior Admin..	14.19	0.00	14.57	15.06	15.24	15.83	16.58	
		14.74	0.00	15.13	15.64	15.83	16.44	17.24	
		15.25	0.00	15.66	16.18	16.38	17.01	17.82	
		15.80	0.00	16.22	16.76	16.97	17.62	18.46	
90B	Associate, Systems	13.13	13.31	13.52	13.96	14.36	14.87	15.93	
		13.64	13.82	14.04	14.50	14.91	15.44	16.54	
		14.11	14.30	14.53	15.00	15.43	15.98	17.12	
		14.68	14.81	15.05	15.54	15.98	16.55	17.73	
90A	Sen. Acntg. Associate.	13.13	13.31	13.52	13.96	14.36	14.87	15.61	16.13
		13.64	13.82	14.04	14.50	14.91	15.44	16.21	16.75
		14.11	14.30	14.53	15.00	15.43	15.98	16.77	17.33
		14.62	14.81	15.05	15.54	15.98	16.55	17.37	17.95
80	Storekeeper, Cmcl.	13.01	0.00	13.52	13.83	14.10	14.57	15.49	
		13.51	0.00	14.04	14.36	14.64	15.13	16.09	
		13.98	0.00	14.53	14.86	15.15	15.66	16.65	
		14.48	0.00	15.05	15.39	15.69	16.22	17.25	

**HOME OFFICE  
COMPTROLLER'S DEPARTMENT (AHO)**

1st – 2000-2001  
2nd – 2001-2002  
3rd – 2002-2003  
4th – 2003-2004

Level	Title	Start- ing Rate	Progression Steps–Months					
			6	12	24	36	48	60
100	Spvr., Seniority Control & Analysis	13.90	0.00	14.38	14.67	15.21	15.79	16.29
		14.44	0.00	14.93	15.24	15.80	16.40	16.92
		14.94	0.00	15.45	15.77	16.35	16.97	17.51
		15.48	0.00	16.00	16.34	16.94	17.58	18.14
90	Clerk, Senior Accounting Clerk, Seniority Control Analysis	13.77	0.00	14.10	14.53	15.07	15.45	16.06
		14.30	0.00	14.64	15.09	15.65	16.05	16.68
		14.80	0.00	15.15	15.62	16.19	16.61	17.26
		15.33	0.00	15.69	16.18	16.77	17.21	17.88
65B	Clerk, Accounting, & Admin..	12.50	0.00	12.82	13.13	13.52	13.96	14.76
		12.98	0.00	13.31	13.64	14.04	14.50	15.33
		13.43	0.00	13.77	14.11	14.53	15.00	15.86
		13.91	0.00	14.26	14.62	15.05	15.54	16.43
35	Clerk, General	11.12	11.41	11.66	11.93	12.23	12.47	12.94
		11.55	11.85	12.11	12.39	12.70	12.95	13.44
		11.95	12.26	12.53	12.82	13.14	13.40	13.91
		12.38	12.70	12.98	13.28	13.61	13.88	14.41

**HOME OFFICE (MMHO)  
MATERIAL MANAGEMENT DEPARTMENT**

1st – 2000-2001  
2nd – 2001-2002  
3rd – 2002-2003  
4th – 2003-2004

Level	Title	Start- ing Rate	Progression Steps–Months					
			6	12	24	36	48	60
140	Insp., Asst. Eqpt.	15.93	0.00	16.40	16.87	17.32	17.86	20.50
		16.54	0.00	17.03	17.52	17.99	18.55	21.29
		17.12	0.00	17.62	18.13	18.62	19.20	22.03
		17.73	0.00	18.25	18.78	19.29	19.89	22.82
100	Clerk, Admin. Svc.	13.12	0.00	13.52	13.95	14.32	14.87	15.78
		13.63	0.00	14.04	14.49	14.87	15.44	16.39
		14.10	0.00	14.53	14.99	15.39	15.98	16.96
		14.61	0.00	15.05	15.53	15.94	16.55	17.57

**HOME OFFICE  
TELEPHONE SERVICES (TSHO)**

1st – 2000-2001  
2nd – 2001-2002  
3rd – 2002-2003  
4th – 2003-2004

Level	Title	Start- ing Rate	Progression Steps—Months					
			6	12	24	36	48	60
70	Operator, Switchboard	11.79	12.06	12.17	12.53	12.95	13.36	14.00
		12.24	12.52	12.64	13.01	13.45	13.88	14.54
		12.67	12.96	13.08	13.46	13.92	14.36	15.05
		13.12	13.42	13.55	13.94	14.42	14.88	15.59

## INDEX OF CODE LETTERS

The following code letters are shown to the left of each job title to designate on which of the wage schedules the title may be located.

### CODE LETTERS

### WAGE SCHEDULES

AHO	Comptroller's Department—Home Office
FO	Financial Operations
CDSTO	Commercial District Employees
CDVNL	Commercial—Divisional Offices
PWKM	Plant Workmen
TCTB	Customer Service Center
C/TSO	Customer/Technical Support Organization—McLean, VA
TSHO	Telephone Services—Home Office

Note: Job descriptions preceded by the (#) symbol require the successful completion of a typing test with a net score of 40 W.P.M. before an employee may enter one of these classifications. However, employees who have held or presently hold one of the positions where the job description contains the symbol (#) shall not be required to take a typing test when moving for any reason to another position wherein the job description encompasses the symbol (#).

# **JOB TITLES AND DESCRIPTIONS**

## **All Departments**

- PWKM**      **APPRENTICE, SENIOR TECHNICIAN:** Under proper instruction and supervision studies for, and gains practical experience in, the work of a Senior Technician. Training in the programming and maintenance of programmable memory devices, maintenance of electrical and mechanical continuity of operation of telegraph, facsimile, LAN/WAN facility and equipment, product networks, along with data collection and voice communication equipment shall be included as part of the apprenticeship. Training in the maintenance of electrical and mechanical continuity of operations of repeated and terminating circuits and associated equipment. Training in the testing and regulation in accordance with industry standards and technical procedures. Training in the diagnosis and isolation of electrical, mechanical and other faults. Training in the maintenance of continuity of services by operating a testboard and maintenance of records of all circuit failures, interruptions and operations of general equipment. Training in the inspection, overhaul, adjustments and repairs of equipment as required. Training in the installation, relocation and removal of equipment and cabling within plans and specification as required. Training in the wiring and assembly of equipment. Employees making satisfactory progress in this classification shall, after completing training and attaining required standards of proficiency as a Senior Technician be graduated to the Technician classification, but in no case in less than two months nor more than one year. To enter this classification an employee must pass an entrance examination with a percentage of 74 or more. An employee in this classification shall continue to accrue seniority in the classification from which he came and his rate of pay, during the apprenticeship, shall at no time be less than what such rate would have been had he remained in his former classification. Should he fail to qualify in this classification, he shall be returned to the job from which he came without loss of seniority. The rate of pay for any employee entering this class shall be the rate of this classification or the rate held in the employee's previous classification, whichever is the higher, but in no event shall such rate exceed the maximum rate of a Senior Technician.
- FO**              **ASSISTANT, SUPERVISORY:** Assistants in the direction and supervision of the work of groups of employees under direction of a Supervisor. May perform the work he directs, or directly related assigned work, provided such work does not interfere with his supervisory duties. (In the Financial Operations may perform timekeeping and other clerical administrative duties.)
- CDVNL**        **CASHIER:** Directs the work of the Cashier's Department. Prepares and handles directly related reports, records and correspondence. May perform the work he directs provided such work does not interfere with his supervisory duties.
- TCTB**        **CASHIER, CTB:** Assists in the direction and supervision of the work of clerical employees, including timekeeping, under direction of the department head. May perform the work he directs. Controls bank accounts, prepares disbursements checks, maintains and disburses postage. Purchases government bonds. Maintains and is responsible for cash on hand.
- PWKM**        **CHIEF SENIOR TECHNICIAN:** Assists the site supervisors in directing work. Performs the work he directs. May operate automotive equipment. An employee entering this classification must have held the title of Senior Technician.

- AHO** CLERK, ACCOUNTING AND ADMINISTRATION: Prepares Home Office payroll data for machine or manual operation, pension payrolls and miscellaneous associated reports and statements. Maintains employee service cards, posts current service roll changes thereto and balances with controls, codes for subsequent preparation of tabulating machine census. Prepares monthly reports of service roll changes and associated data. In addition, handles subsidiary ledgers and field reports. Performs analysis of accounts, posting and summarizing field reports and miscellaneous audit and accounting work. Completes detailed reports, studies and records of units and costs associated with evaluation and other phases of statistics. May operate calculating or other accounting machines in the performance of these duties. Will also be required to check invoices and statements for correct billing, cash discounts, taxes and shipping documents. Completes form for payment of suppliers invoice. Processes vendor credits and resolves invoice discrepancies with buyer and/or supplier. Performs the duties of a typist.
- CDVNL** CLERK, ADMINISTRATIVE: Performs routine but somewhat varied clerical duties in accordance with standard procedures under routine supervision. Work usually requires some independent judgement and knowledge of related operations. Duties may require proficiency with one or more pieces of standard office equipment.
- TCTB**
- #**
- MMHO** CLERK, ADMINISTRATIVE SERVICES: Performs various administrative duties in accordance with standard procedures which may require the use of communication equipment. Performs all mail processing services including sorting and distribution. Drives automotive equipment for transportation of passengers, mail, material and supplies and also performs miscellaneous errands related to his or her duties. May load and unload materials and supplies. Performs, shipping, receiving and inventory work. May perform other related duties. Employees entering this classification must possess a driver's license.
- C/TSO** CLERK/COURIER: Does routine clerical work which may require the use of a typewriter or communications equipment in the accomplishment of many of the duties. Sorts and distributes mail, prepares, seals, stamps and meters outgoing mail. Maintains records and files and performs special messenger duties within the building. Drives automotive equipment used for transportation of passengers, mail, material and supplies and for running miscellaneous errands. May load and unload material and supplies. May perform other related duties. Performs warehouse duties (shipping, receiving, inventory, terminal insert preparation). Operates lettershop equipment.
- C/TSO** CLERK/COURIER, SENIOR: Does routine clerical work which may require the use of a typewriter or communications equipment in the accomplishment of many of the duties. Sorts and distributes mail, prepares, seals, stamps and meters outgoing mail. May maintain records and files and perform special messenger duties within the building. Drives automotive equipment used for transportation of passengers, mail, material and supplies and for running miscellaneous errands. May load and unload material and supplies. May perform other related duties. Performs warehouse duties (shipping, receiving, terminal insert preparations, etc.) Supervises the daily routine of the General Clerk/Couriers in association with the Supervisor, Personnel/Support Services.
- C/TSO** CLERK, DATA ENTRY: Receives and interprets source documents for data entry on various data entry equipment. Verifies accuracy and all necessary elements to complete job. Responsible for accurate keying and verification of both texts and addresses and down line loading data when completed. Performs sight verifications when necessary. Ability to prepare and maintain various reports, provide clerical support for the department and perform research as required. Sets up and maintenance for data entry customers, text and addressee storage. Before entering this classification must pass a typing test with a net score of 55 w.p.m.

- AHO**  
**CDVNL**  
**TCTB**  
**#**      **CLERK, GENERAL:** Does routine clerical work requiring the use of a typewriter or communications equipment in the accomplishment of many of the duties. Typewrites letters, reports and other matters from rough drafts or corrected copy. Files records and reports. Sorts and distributes mail. Prepares, seals, stamps and meters outgoing mail. Does other clerical work. Maintains certain related records and operates minor office equipment. In locations where the storekeeper classification is not applicable, receives, stores and issues required stationery and supplies and prepares any necessary requisitions to maintain stock inventory.
- CDVNL**  
**#**      **CLERK/OPERATOR:** Performs all functions and maintains directly related forms and records related to the acceptance, transmission, reception and delivery of all types of messages and money orders, including intercept operations, the payment of money orders and the processing of all types of services messages. Quotes rates, gives information and may engage in sales promotion. May replace tape or paper when T&R not available. May accept remittances from other employees.
- CDVNL**  
**#**      **CLERK/OPERATOR, RELIEF:** Makes temporary, emergency, lunch and vacation reliefs for Clerk/Operators and Branch Clerk/Operators. (An employee in this classification shall, for seniority purposes, be considered as being in the Clerk/Operator classification.)
- CDVNL**  
**#**      **CLERK/OPERATOR, STUDENT:** Under proper instruction or supervision studies and trains in one or a combination of operations included in the job description of Clerk Operator. Upon completing training and attaining required standards of proficiency, graduates to Clerk/Operator classifications.
- Note:** Any employee in this classification shall continue to accrue seniority in the classification from which he came and his rate of pay during the training period shall at no time be less than what such rate would have been had he remained in his former classification. In no event shall such rate exceed the maximum rate of the classification for which he is training. Should he fail to qualify in this classification, he shall be returned to the job from which he came without loss of seniority.
- AHO**  
**#**      **CLERK, SENIOR ACCOUNTING:** Performs general accounting work including the preparation of trial balance, general ledger, controlled account reconciliations with respect to cash, accounts payable and receivable, review prepayments and liabilities and consolidation of journals. Executes procedures for control and timely receipt of tax bills and local licenses. Prepares tax checks, operates accounting machines and performs general tax clerical work. Assists in preparation of economic and engineering studies including information involving bills of sale, cost studies and estimates. Maintains transportation accounts payable register, and distributes charges between carriers on interline shipments. Verifies rates on transportation bills for freight, special services, including demurrage and storage furnished by railroads and other carriers. Performs related filing and typing.
- CDVNL**  
**BOPC**      **CLERK, SENIOR ADMINISTRATIVE:** Performs complex and diverse duties involving the application of standard procedures to a variety of details requiring independent analysis. Work requires judgment in the selection and interpretation of data, and a thorough knowledge of department and company policies and procedures dealing with the area of responsibility. May direct and check work of lower level clerks.
- AHO**  
**#**      **CLERK, SENIORITY CONTROL AND ANALYSIS:** Performs various clerical duties in conjunction with standard procedures associated with the analysis, preparation and distribution of job bulletins, force reduction notices, recalls and other related data. Must possess a working knowledge of the seniority process of applicable bargaining unit agreements, memorandums of understanding and stipulations. Handles related reports and records. Assists with maintenance and distribution of seniority rosters. Interfaces with field supervision to resolve problems associated with the above duties. Operates all types of office equipment including word processing machines and personal computers.

- C/TSO**      **COORDINATOR, COMPUTER PRODUCTION:** Engages in handling all aspects of work relating to the control and distribution of material. Receives, checks, and distributes all production. Prepares and handles all forms and reports. May use PC/typewriter and various office equipment in performance of clerical duties. May perform the basic functions of Computer Operator. Interfaces with other departments and companies ensuring an organized processing flow. Performs all tape librarian duties.
- C/TSO**      **COORDINATOR, CREDIT AND COLLECTION:** Performs all aspects of bookkeeping, cashier and credit/collection functions. Originates and processes data into computerized network. Must have thorough knowledge of various PC software programs; such as Lotus 1-2-3, WordPerfect, etc. Handles all credit and collection service related problems and solutions directly with customers and vendors. Processes customer credits and resolves invoice discrepancies. Performs associated administrative duties. Must possess good written and oral communication skills. Operates PC and associated data processing equipment in performance of job functions.
- C/TSO**      **COORDINATOR, PRODUCTION:** Responsible for coordination of all aspects of production of Priority Mail products. Interfaces directly with customers, sales, and all production departments and support personnel to effect timely and accurate job processing. Prepares forms and documentation for Programming, Data Entry, Computer Letter Production, and other departments. Receives incoming jobs and packages and maintains associates' logs. Assigns job numbers and maintains associates' logs. Proofs and edits text copy, and performs other quality control operations. Provides billing documentation, billing data entry and verifies accuracy of billing. Maintains files, researches inquiries from sales, customers, and other departments concerning Priority Mail jobs. Operates various equipment, including facsimile machines, card-punch machine, typewriter, computer terminals, and PC's in performance of duties. Prepares and maintains various reports and logs associated with job production. May perform courier functions.
- C/TSO**      **CUSTOMER SUPPORT REPRESENTATIVE (PAYMENT SERVICES):** Handles oral requests from customers who call Customer Service. Handles written correspondence, either intra-company or direct with the patron. Makes investigation of claims and requests on product they service. Recommends credits and adjustments based on research. Performs clerical work required by the computerized order entry system and billing system, including telephone and written acceptance of orders, input of orders into all related systems; maintenance of related files, statistics, and contracts; prepares related reports, records and correspondence; assists with preparing software for shipment; distributing software and related manuals; assisting customer with install of software; assist with training customer on use of software; troubleshooting software and hardware problems. Assists the Manager or Department head in identifying potential phone difficulties, system problems, programming errors or software bugs, and other related duties as assigned. Interacts with various intra-company personnel within the product team they support. Performs extensive testing of current and new versions of software packages. Operates PC with various software packages related to job, including mainframe interaction. Rotation of on-call during weekends and holidays is necessary. May perform the work he or she supervises. In order to enter this classification, an applicant must first pass a proficiency examination applicable for this classification on software knowledge and personal computer aptitude with a score of 85% or more.
- C/TSO**      **CUSTOMER SUPPORT REPRESENTATIVE (MESSAGING):** Handles oral requests from customers who call Customer Service. Handles written service message correspondence, either intra-company or direct with the patron. Makes investigations of claims and requests on all Commercial Services products. Recommends credits and adjustments based on research. Performs clerical work required by the computerized order entry system and billing system,

including telephone and written acceptance of orders, input of orders into system, maintenance of related files, statistics, and contracts; prepares related reports, records and correspondence; preparing software for shipment; distributing software and related manuals; assisting customer with install of software; assist with training customer on use of software; troubleshooting with customers having difficulty with using software; troubleshooting when hardware not interacting properly with software. Assists the Manager or Department Head in identifying potential phone difficulties, systems problems, programming errors or software bugs, and other related duties as assigned. Performs extensive testing of current and new versions of software packages. Operates PC, PBX phone system and several software packages related to job duties. Rotation of on-call during weekends and holidays will be necessary. May perform the work he or she supervises. In order to enter this classification, an applicant must first pass a proficiency examination applicable for this classification on software knowledge and personal computer aptitude with a score of 85% or more.

**MMHO** INSPECTOR, ASSISTANT EQUIPMENT: Assists Equipment Inspectors in preparation of estimates and jobs. Makes cost studies and checks estimates and jobs after completion. Handles directly related correspondence. May operate automotive equipment.

**CDVNL** INSTRUCTOR: Trains prospective personnel (and, when special or refresher courses are required, existing operating personnel) in the proper performance of one or more telegraph functions. May plan a course of training, grade examinations and perform directly related duties. Maintain associated records and reports.

**CDVNL** INSTRUCTOR (SPANISH): Must be able to read, write, and speak both Spanish and English fluently. Trains prospective personnel (and when special or refresher courses are required, existing operating personnel) in the proper performance of one or more telegraph functions. May plan a course of training, grade examinations, and perform directly related duties. Maintain associated records and reports.

**CDVNL** MANAGER: Directs the work of personnel and exercises supervision over office functions and conditions. Performs the work he directs and engages in sales development and necessary customer relations matters.

**Note:** The bargaining unit Manager position shall be maintained in each open Divisional City office.

**CDVNL** MANAGER, ASSISTANT: Assists the manager or department head in the direction and supervision of clerical and operating employees. May perform the work he directs.

**TCTB** MONITOR: Inspects work performed by operating personnel and records deviations from established operating practices, following prescribed monitorial procedures. Maintains associated records and reports for use of supervisory personnel.

**C/TSO** OPERATOR, COMPUTER: Operates programmed electronic high speed computer system and associated data processing equipment and facilities in accordance with standard operating procedures. Performs all those tasks normally associated with computer operations, such as cleaning tapedrives, printers, and running whatever computer programs are required to test system performance. May perform the functions of productions control and tape library. Exercises operational judgement to prevent malfunctions and keeps management informed of status of assigned tasks.

**C/TSO** OPERATOR/COURIER FACSIMILE: Receives incoming facsimile transmissions and maintains associated logs. Transmits outgoing facsimile traffic and maintains associated logs. Reviews incoming fax transmissions for accuracy, legibility, and completeness. Interfaces with customers and sales regarding facsimile transmissions. Maintains facsimile machines in good working order. Maintains stock levels of fax recording paper. Maintains files of source documents and seed letters. Operates company vehicles to make pickups and deliveries as required. Takes mail to post office.

**FO #** ASSOCIATE, SYSTEMS: Under direct supervision, aids in the support of personal computers to include loading some software and assisting users. Maintains inventory of software, printers, and personal computers. Assists in troubleshooting desktop personal computer software related problems. Performs routine but somewhat varied clerical duties in accordance with standard procedures. May perform some software training as required. May interface with other departments to solve software problems with personal computers. Must possess good working skills with personal computers and various software programs.

**C/TSO** OPERATOR, POM: Performs all functions and maintains directly related forms and records concerning the acceptance, transmission, reception and delivery of all types of messages and money orders, including intercept operations and the payment of money orders. Responsible for the processing of all types of messaging services, to include, scanning for spoils and print quality, operating mailshop equipment, monitoring the operations of hardware and software, and providing data input into MDS. Maintains product and equipment supplies, ensures service for hardware and equipment are submitted, and keeps precise, current records logs. To enter this classification an individual must have working knowledge of computer hardware and software and be capable of monitoring and troubleshooting operations to resolve minor problems and providing data input into MDS.

**TCTB** OPERATOR, STUDENT: Under proper instruction or supervision studies operating practices and trains in the operation of equipment associated with any method of operation. Upon completing Training and attaining required standards of proficiency, graduates to Operator classification in the method involved. (In Commercial Department, training may comprehend certain clerical functions.) Any employee in this classification shall continue to accrue seniority in the classification from which he came and his rate of pay during the training period shall at no time be less than what such rate would have been had he remained in his former classification. In no event shall such rate exceed the maximum rate of the classification for which he is training. Should he fail to qualify in this classification, he shall be returned to the job from which he came without loss of seniority.

**TSHO #** OPERATOR, SWITCHBOARD: Handles incoming and outgoing telephone calls using PABX or long distance telephone equipment. Acts as telephone receptionist and information operator in responding to inquiries. Must communicate in a courteous and professional manner so as to project a good corporate image. Performs routine but somewhat varied clerical duties in accordance with standard procedures.

Note: The successful applicants for positions bulletined under the specific title of Switchboard Operator shall be selected solely by the Company.

**FO** OPERATOR, SYSTEMS: Under direct supervision operates digital computing equipment under directions. Prepares the computer for program processing and operates all unit record equipment. Performs quality control functions for input and output. Controls use of data files, disks and tapes. Assists in maintaining operating records.

**CTCB # REPRESENTATIVE, AGENT SERVICES:** Accepts and handles Agent service calls. Provides sales and service support on all agent matters, including equipment, supplies, accounting, etc., pursuant to established procedures. May assist in the preparation of operating procedures. May also perform Level 70 CSR functions in cases of force shortage or where the needs of the business require it.

**CDVNL # REPRESENTATIVE, AGENT SERVICES (SPANISH):** Must be able to read, write and speak both Spanish and English fluently. Accepts and handles agent service calls. Provides sales and service support on all agent matters, including equipment, supplies, accounting, etc., pursuant to established procedures. May assist in the preparation of operating procedures. May also perform Level 70 CSR functions in cases of force shortage or where the needs of the business require it.

This title is applicable at Dallas, Texas only.

**C/TSO # REPRESENTATIVE, CUSTOMER SERVICE:** Performs all functions and maintains directly related forms and records related to the acceptance, transmission, reception and delivery of all types of messages and money orders including intercept operations, the payment of money orders and the processing of all types of service messages. Quotes rates, gives information and may engage in sales promotion. May replace tape or paper where T&R not available. May accept remittance from other employees.

**C/TSO REPRESENTATIVE, CUSTOMER SERVICE:** Handles oral complaints from customers who call Customer Service. Handles written service message correspondence, whether intra-company or direct with patron. Makes investigations of claims and complaints on all PMS services. May coordinate Telecommunications orders. Recommends credits and adjustments. Instructs offices and clients in the use of equipment and services. May operate microfiche, PC's, Empact terminals, Customer Provided Terminals, typewriters and various other office equipment. Performs clerical work required by the computerized order entry system and billing system, including telephone and written acceptance of orders, input of orders, into the system via CRT; maintenance of related files, statistics, and contracts; prepares related reports, records and correspondence. Handles service, either with the Post Office, intra-company, or with patrons with respect to Mailgram traffic.

**CTCB CDVNL # REPRESENTATIVE, CUSTOMER SERVICE:** Performs all functions and maintains directly related forms and records concerning the acceptance, transmission, reception, and delivery of all types of messages, including the handling of service messages either intra-company or with the patron. Quotes rates, gives information, and may engage in sales promotions.

**CDVNL # REPRESENTATIVE, CUSTOMER SERVICE (ARABIC):** Must be able to read, write, and speak both Arabic and English fluently. Performs all functions and maintains directly related forms and records concerning the acceptance, transmission, reception, and delivery of all types of messages, including the handling of service messages either intra-company or with the patron. Quote rates, gives information, and may engage in sales promotions.

This title is applicable at Dallas, Texas only.

**CDVNL # REPRESENTATIVE, CUSTOMER SERVICE (CHINESE):** Must be able to read, write, and speak both Chinese and English fluently. Performs all functions and maintains directly related forms and records concerning the acceptance, transmission, reception, and delivery of all types of messages, including the handling of service messages either intra-company or with the patron. Quote rates, gives information, and may engage in sales promotions.

This titles is applicable at Dallas, Texas only.

- CDVNL # REPRESENTATIVE, CUSTOMER SERVICE (FRENCH):** Must be able to read, write, and speak both French and English fluently. Performs all functions and maintains directly related forms and records concerning the acceptance, transmission, reception, and delivery of all types of messages, including the handling of service messages either intra-company or with the patron. Quote rates, gives information, and may engage in sales promotions.  
This title is applicable at Dallas, Texas only.
- CDVNL # REPRESENTATIVE, CUSTOMER SERVICE (KOREAN):** Must be able to read, write, and speak both Korean and English fluently. Performs all functions and maintains directly related forms and records concerning the acceptance, transmission, reception, and delivery of all types of messages, including the handling of service messages either intra-company or with the patron. Quote rates, gives information, and may engage in sales promotions.  
This title is applicable at Dallas, Texas only.
- CDVNL # REPRESENTATIVE, CUSTOMER SERVICE (PILIPINO):** Must be able to read, write, and speak both Pilipino (Tagalog) and English fluently. Performs all functions and maintains directly related forms and records concerning the acceptance, transmission, reception, and delivery of all types of messages, including the handling of service messages either intra-company or with the patron. Quote rates, gives information, and may engage in sales promotions.  
This title is applicable at Dallas, Texas only.
- CDVNL # REPRESENTATIVE, CUSTOMER SERVICE (POLISH):** Must be able to read, write, and speak both Polish and English fluently. Performs all functions and maintains directly related forms and records concerning the acceptance, transmission, reception, and delivery of all types of messages, including the handling of service messages either intra-company or with the patron. Quote rates, gives information, and may engage in sales promotions.  
This title is applicable at Dallas, Texas only.
- CDVNL # REPRESENTATIVE, CUSTOMER SERVICE (PORTUGUESE):** Must be able to read, write, and speak both Portuguese and English fluently. Performs all functions and maintains directly related forms and records concerning the acceptance, transmission, reception, and delivery of all types of messages, including the handling of service messages either intra-company or with the patron. Quote rates, gives information, and may engage in sales promotions.  
This title is applicable at Dallas, Texas only.
- CDVNL # REPRESENTATIVE, CUSTOMER SERVICE (ROMANIAN):** Must be able to read, write, and speak both Romanian and English fluently. Performs all functions and maintains directly related forms and records concerning the acceptance, transmission, reception, and delivery of all types of messages, including the handling of service messages either intra-company or with the patron. Quote rates, gives information, and may engage in sales promotions.  
This title is applicable at Dallas, Texas only.
- CDVNL # REPRESENTATIVE, CUSTOMER SERVICE (RUSSIAN):** Must be able to read, write, and speak both Russian and English fluently. Performs all functions and maintains directly related forms and records concerning the acceptance, transmission, reception, and delivery of all types of messages, including the handling of service messages either intra-company or with the patron. Quote rates, gives information, and may engage in sales promotions.  
This title is applicable at Dallas, Texas only.

- CDVNL # REPRESENTATIVE, CUSTOMER SERVICE (SPANISH):** Must be able to read, write, and speak both Spanish and English fluently. Performs all functions and maintains directly related forms and records concerning the acceptance, transmission, reception, and delivery of all types of messages, including the handling of service messages either intra-company or with the patron. Quotes rates, gives information, and may engage in sales promotions.  
This title is applicable at Dallas, Texas only.
- CDVNL # REPRESENTATIVE, CUSTOMER SERVICE (THAI):** Must be able to read, write, and speak both Thai and English fluently. Performs all functions and maintains directly related forms and records concerning the acceptance, transmission, reception, and delivery of all types of messages, including the handling of service messages either intra-company or with the patron. Quotes rates, gives information, and may engage in sales promotions.  
This title is applicable at Dallas, Texas only.
- CDVNL # REPRESENTATIVE, CUSTOMER SERVICE (UKRAINIAN):** Must be able to read, write, and speak both Ukrainian and English fluently. Performs all functions and maintains directly related forms and records concerning the acceptance, transmission, reception, and delivery of all types of messages, including the handling of service messages either intra-company or with the patron. Quotes rates, gives information, and may engage in sales promotions.  
This title is applicable at Dallas, Texas only.
- CDVNL # REPRESENTATIVE, CUSTOMER SERVICE (URDU, HINDI and PUNJABI):** Must be able to read, write, and speak both Urdu, Hindi and Punjabi and English fluently. Performs all functions and maintains directly related forms and records concerning the acceptance, transmission, reception, and delivery of all types of messages, including the handling of service messages either intra-company or with the patron. Quotes rates, gives information, and may engage in sales promotions.  
This title is applicable at Dallas, Texas only.
- CDVNL # REPRESENTATIVE, CUSTOMER SERVICE (VIETNAMESE):** Must be able to read, write, and speak both Vietnamese and English fluently. Performs all functions and maintains directly related forms and records concerning the acceptance, transmission, reception, and delivery of all types of messages, including the handling of service messages either intra-company or with the patron. Quotes rates, gives information, and may engage in sales promotions.  
This title is applicable at Dallas, Texas only.
- CDVNL # REPRESENTATIVE, CUSTOMER SERVICE RELIEF:** Makes temporary, emergency, lunch and vacation reliefs for Clerk/Operators and Branch Clerk/Operators. (An employee in this classification shall, for seniority purposes, be considered as being in the Clerk/Operator classification.)
- CDVNL # REPRESENTATIVE, SALES:** Engages in solicitation of Western Union's product line. Makes application sales calls and promotes usage of Western Union services among existing clients. May train clients on Western Union services. Implements specific user applications and programs within client's organization; may coordinate installations, moves, relocations and discontinuances of client services. Studies client's communication needs and prepares sales proposals. May engage in inside Telemarketing and usage stimulation programs. Handles inquiries and complaints for assigned accounts and works to promote client goodwill. Handles directly related matters.

**Note 1:** Incumbents in this classification on or before August 6, 1988, including those temporarily absent due to furlough, sickness, disability or work related accident, will not be subject to layoff from this position except as a result of being displaced by another employee pursuant to the provisions of Article 24. The incumbents will be assigned sales, service or administrative work as required. The Company will not transfer any jobs which are occupied or from which there is an employee on furlough or temporarily absent due to sickness, disability or work related accident.

2. Effective October 1, 1988, employees assigned to the non-bargaining unit positions of Telemarketing Specialist, and Senior Telemarketing Specialist in Dallas, TX will be reclassified to the Sales Representative classification and credited with full company service and progression credit.

3. Sales Representatives assigned to the Telemarketing Center at Dallas, TX will be eligible for incentive compensation payments, based on sales performance, with an annual assigned incentive base of \$8,000 in addition to their regular wages.

#### C/TSO

**REPRESENTATIVE, SENIOR CUSTOMER SERVICE :** Handles oral/written inquiries and service message correspondence either intra-company or directly with the patron. Makes investigations of claims and complaints on all products and services. May coordinate service, telecommunications orders and teleservice orders. Recommends credits and adjustments. Operates PCs, Empact terminals, customer provided terminals, typewriters and various other office equipment. Handles all billing inquiries and complaints. Coordinates with the Billing Department to mediate any inquiries or complaints and responds to patron orally or written. Performs all work required by the computerized order entry system and billing system, including telephone and written acceptance of orders, input of orders into system, maintenance of related files, statistics and contracts, prepares related reports, records and correspondence. May perform training as required. Assists the Manager or Department Head in establishing alternate routes and in the restoration of normal routings per prescribed operating procedures. Initiates requests for restorations of services/terminal malfunctions as needed and reports on any conditions that affect movement of traffic. May perform the work he/she supervises. May perform clerical duties. Must possess good written and oral communication skills as well as working skills with personal computers, and a thorough knowledge of various software programs. Performs other duties as directed by the Manager or Department Head.

#### CDSTO

**REPRESENTATIVE, TERRITORY :** Promotes consumer sales and improves the quality of service for assigned agent outlets within an established geography. Builds a working partnership with agent-customer. Sells new products and services to agent network. Instills agents with product knowledge, executes merchandising and promotional programs and supports local marketing activities. Provides agent training on service requirements and equipment usage. Conducts agency inspections, audits, bank reconciliations and other related support functions. May operate automotive vehicle.

**Note 1:** Employees in this classification will not be assigned combination of duties other than those listed in this job description.

**Note 2:** This position will be bulletined throughout the District (including the Divisional City offices within that District). The bulletin shall designate the city in which the employee will be headquartered, and the territory regularly associated therewith. This provision, however, shall in no way restrict the company's right to change such Territory and make assignments as provided for in Item 3 immediately following.

**Note 3:** Employees in this classification will be assigned and required to travel within their district seniority area; however, they may be required, on an irregular basis, to travel beyond their district seniority area not to exceed 50 miles.

**Note 4:** Employees in this classification may be required to maintain suitable space in their residence to accommodate a company-provided lap top computer, and a standard file cabinet.

**Note 5:** An employee will be furnished a separate business phone upon request and be reimbursed for the basic service charge as well as related business calls.

**TCTB #** SECRETARY, RECEPTIONIST : Engages in clerical and stenographic functions. Acts as a receptionist to building visitors. May operate a telephone switchboard. The provisions of Section 50.06 apply to employees with this title.\*

**FO #** SENIOR ACCOUNTING ASSOCIATE : Performs all former duties of the Clerk, Order Processing & Billing classification and any of the following operations: Preparation of journal entries and associated statements, analysis of accounts, entries to manual and computerized accounting/billing systems, collection functions, resolution of customer inquiries, investigation and correction of discrepancies in systems output; maintenance of related files, databases, statistics and contracts; prepares reports, records and correspondence; operates related office equipment.

**Note 1:** Effective January 1, 1998, in order to enter this classification and progress to the maximum rate of pay, an applicant must pass a proficiency examination on accounting and general business skill with a score of 74% or more.

**Note 2:** Applicants for this position will be required to achieve a minimum data entry level of 6,200 keystrokes per hour in order to successfully complete the probationary period.

**TCTB CDVNL #** SENIOR SUPERVISOR: Assists the manager in the direction and supervision of all service and operating employees. May perform the work he directs. Ensures that employees follow current procedures. Handles directly with the patrons any matters requiring supervisory attention. Maintains required reports and records.

**CDVNL #** SENIOR SUPERVISOR, CUSTOMER SERVICE (SPANISH): Must be able to read, write and speak both Spanish and English fluently. Directs the work of Customer Service Representatives, and may supervise Customer Relations Specialists and International Customer Relations Specialists. May perform the work he directs. Assists the Manager in the direction and supervision of all services and operating employees. Insures that employees follow current operating procedures. Handles directly with the patrons any matters requiring supervisory attention. Maintains required reports and records.

**PWKM C/TSO** SENIOR TECHNICIAN: Programs and maintains programmable memory devices, maintains electrical and mechanical continuity of operation of telegraph, facsimile, LAN/WAN facility and equipment, product networks, along with data collection and voice communication equipment. Maintains electrical and mechanical continuity of operations of repeated and terminating circuits and associated equipment. Test and regulates in accordance with industry standards and technical procedures. Diagnoses and isolates electrical, mechanical and other faults as required. Maintains continuity of services by operating a testboard and maintains records of all circuit failures, interruptions and operations of general equipment. Inspects, overhauls, adjusts and repairs equipment as required. Installs, relocates and removes equipment and cabling within plans and specifications as required. Performs shop work including wiring and assembly of equipment. Must have a very strong working knowledge of telecommunications both synchronous and asynchronous, and industry standard protocols. Must have very strong skills with Personal Computer operations and have thorough knowledge of company-issued software along with a strong working knowledge of Data Base, Word Processing, LAN/WAN software. Must have complete knowledge of all products and all their capabilities and limitations along with systems interface. Must have very strong support abilities. Performs other duties as directed along with directing the work of other employees.

- C/TSO #** **SPECIALIST, ADMINISTRATION:** Monitors product volumes through automated and in-house processing using spread sheets and provides statistical reports for management utilizing various software. Data enters/processes various billing information and creates and maintains multiple unique customer price schedules to ensure accurate billing. Assists with monthly expense closing and annual expense budget preparation. Prepares bank deposits. Coordinates and processes Operations expense invoices and purchase requisitions. Interfaces with Accounts Payable and Purchasing for resolution of payment and purchasing inquiries. Provides research and recommendations for credit requests. May interface with sales and customers to assist with billing inquiries. Maintains security access to work areas and monitors visual security system. Processes time cards and audits payroll. Prepares personnel/payroll reports including vacation, tardiness, absenteeism reports. Will operate typewriter, microcomputer, adding machine, copier and other office equipment in performance of assigned duties. Coordinates employee changes with National Processing Office. Files reports and records. Performs various mail room functions. Must possess good working skills with personal computers and various software programs. Performs other duties as directed by the Supervisor or Department Head.
- TCTB #** **SPECIALIST, INTERNATIONAL CUSTOMER RELATIONS:** Processes international/domestic money transfers and messages. May perform all functions required to handle such calls to conclusion with agent/customer. May obtain information from all sources for the agent/customer concerning the handling of international or domestic money transfers. Transmits service messages and related correspondence using computer applications and software programs. Provides authorization for transaction refunds to customers and agents. Assists in providing information entered into various tracking reports. Assists in the training of international and domestic agents in related service handling.
- C/TSO** **SPECIALIST, PRODUCTION:** Handles all work and materials for input and editing of graphics through the use of graphics software such as Elexir, Photofinish, etc. Coordinates with vendors to ensure that graphics are accepted, stored and approves for printing. Maintains a working knowledge of graphics software as well as PC hardware operation, including scanners. Must be able to demonstrate the ability to scan graphics. Performs the duties of Production Coordinator. To enter this classification, must be able to demonstrate ability in editing, layout, fonts, etc., within PC software programs.
- CDVNL** **STENOGRAPHER:** Takes dictation in shorthand or steno type and transcribes dictated material. May assist in a variety of related minor clerical duties and handle some minor office reports. (In the Commercial Traffic Department, appointments to this position shall not be based on ability to perform clerical duties by rather on the stenographic qualification called for.)
- TCTB #**
- FO** **STOREKEEPER, COMMERCIAL:** Receives, checks and stores incoming supplies. Keeps prescribed stock records. May prepare or assist in the preparation of requisitions for supplies. Ships, mails, delivers or arranges for delivery of supplies to patrons, company offices or to various departments of the local office. Packs and stores old message files and arranges for their destruction. Directs the work of the Assistant Commercial Storekeeper.
- CDVNL**
- PWKM** **STOREKEEPER, COMPUTER CENTER:** Receives, stores and disburses tools, material and equipment; receives and ships supplies. Prepares requisitions, material transfers and records relating to stocks, inventories and tools. Properly maintains the storeroom. Handles clerical work at the center, including the preparation of data for payrolls, time cards and other reports. Prepares stencils and maintains files. May operate automotive equipment. May operate a typewriter, teleprinter, adding machine, and simple office machines.

- PWKM** STOREKEEPER, PLANT: Receives, stores and disburses tools, material and equipment; receives and ships supplies and performs other general work, such as repairing tools and equipment and properly maintaining the storeroom. Also prepares requisitions, material transfers and maintains records relating to stocks, inventories and tools.
- TCTB** STOREKEEPER, TRAFFIC: Receives, and issues supplies. Maintains related records and may prepare periodic or special requisitions. Performs directly related duties.
- CDSTO** SUPERVISOR, ADMINISTRATIVE: Engages in supervision and administrative duties under the direction of the supervising manager. May perform the work he directs or directly related assigned work.
- CDVNL**
- Note:** A District employee in this classification may, on an irregular basis, be assigned to visit agents in the absence of a Territorial Representative, providing such assignment does not cause the employee to involuntarily remain away from his headquarters city overnight.
- C/TSO** SUPERVISOR, COMPUTER: Directs the work of operating personnel. Gathers all pertinent input data to ensure proper execution of all jobs. Responsible for reviewing output to ensure quality output and correct completion of jobs. Ensures reliability and integrity of systems hardware. Maintains complete understanding of production control and tape library. Supervises vacations and shift scheduling of personnel. Responsible for documentation and implementation of policies and procedures. May perform the work he supervises and alter errored production ECL under the guidance of Programming.
- TCTB** SUPERVISOR, FORCE: Acts as an aide in assigning operating force to circuit positions, assigning short and lunch reliefs and handling necessary interchange of operators. May aid in providing data for force assignments. May also assist in the preparation and handling of force studies, holiday and Sunday assignment lists, vacation schedules and records, force changes for the various methods of operation, etc. Maintains directly related records and reports.
- C/TSO** SUPERVISOR, JOB PROCESSING: Supervises the work of Production and Data Entry Personnel. Assists in the preparation of incoming jobs, setting mail dates, preparing jobs for data entry, reviewing jobs for accuracy and coordinating vendor activities. Assists in coordination and negotiation relative to outside resources including Sales and other departments. Assists in training departmental personnel. May assist in presentations to customers, Sales and other departments. Rotates with other Supervisors for weekend on-call. Supports Department Managers with all internal external activity requirements and goals. Maintains supply inventory and other supplies as necessary. May perform the work supervised.
- #**
- C/TSO** SUPERVISOR, NETWORK CONTROL: Supervises Network Control and Mailgram service Center personnel. Ensures the proper and timely delivery of all Mailgram message traffic. Maintains a complete understanding of all Network delivery systems and associated hardware. Ensures the reliability and integrity of all SPO hardware. Supervises vacations and scheduling of personnel. Responsible for documentation and implementation of policies and procedures. May perform the work supervised as well as various clerical duties as need.
- C/TSO** SUPERVISOR, POM OPERATIONS: Engages in supervision and administrative duties directing work of messaging services, telephone, counter, clerks, operators and couriers. Ensures the proper and timely processing of all messaging services and delivery to appropriate USPS facilities. Maintains a complete understanding of all messaging hardware, software and equipment, and ensures the operability and reliability of such hardware, software and equipment. May perform the work supervised as well as various clerical duties as needed. To enter this classification, an individual must have prior experience in the classification of Operator, POM, or its equivalency.

- AHO** SUPERVISOR, SENIORITY CONTROL AND ANALYSIS: Assists in the direction and supervision of employees engaged in seniority control and analysis work. May perform the work directed. To enter this classification an employee must first have qualified as a Clerk, Seniority Control and Analysis and possess an in-depth understanding of dBASE III software including the ability to modify programming and command files.
- PWKM** TECHNICIAN, COMPUTER CENTER: Maintains programmed electronic high speed data switching systems and associated data processing equipment and facilities in accordance with prescribed technical procedures. Maintains computer and associated apparatus. Tests, regulates and maintains radio beam, radio multiplexing, carrier, repeaters, electronic and associated telegraph equipment in accordance with prescribed technical procedures. Maintains and operates associated power plants. Diagnoses, locates and corrects electrical, mechanical and other faults in the equipment and circuits, component parts and associated equipment. Performs the duties of Automatic Maintainer, and may perform the inside duties of Technical Representative, except that no Computer Center Technician shall be disqualified, nor shall an employee be disqualified on a bid because he cannot perform the inside duties of Plant Technician. Maintains logs and records and makes reports. Operates automotive equipment. An employee entering this classification must first qualify as a Computer Center Technician Apprentice.
- TCTB** PAYROLL & BENEFITS PROCESSOR: Processes time reports or other payroll records associated with mechanized payrolls. Audits and consolidates payrolls, maintains statistical records for supervisory purposes and prepares regular or special reports on such data.  
#  
May use data processing equipment and computer software programs. Processes and maintains records associated with all employee transactions (i.e., new hires, pay changes, miscellaneous payroll deductions, appropriate tax codes, and employee benefits). Performs other human resource functions under direct supervision.

**Appendix B**  
**of**  
**CONTRACT**

**Between**

**Western Union Financial Services Inc.**

**and**

**Communications Workers of America  
(AFL-CIO)**

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**LIST OF EXCLUDED POSITIONS  
EXPLANATION OF SYMBOLS**

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**August 7, 2000**

**to**

**August 6, 2004**

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## APPENDIX B

### THE WESTERN UNION TELEGRAPH COMPANY

Washington, D.C.

June 9, 1956

Mr. E. L. Hageman, Chairman  
National Bargaining Committee  
The Commercial Telegraphers' Union, AFL-CIO  
Washington, D.C.

Dear Mr. Hageman:

This will confirm the Company's position on Appendix B of the Contract as discussed in the recent negotiations.

The Company agrees that in the application of Appendix B of the Contract excluded titles, other than those symbolized as AA, CA, CTA, PSA, TA or X, require mutual agreement through negotiations with the Union at national level before positions may be established beyond the number listed in Appendix B therefor or beyond the number presently in existence, whichever is greater.

Additional Line Foreman, City Foreman and City Operations Supervisors symbolized X2 and/ or X4 will be appointed under the formulae as heretofore except that the appointment of more than one such City Foreman and/or City Operations Supervisor in any particular city shall be made only after mutual agreement through negotiations with the Union at the national level.

Employees having excluded titles allowing the performance of any included work shall be limited to such title as are listed in Appendix B; but the Union recognizes that any excluded titles symbolized AA, CA, CTA, PSA, TA or X are within the area of managerial discretion. The Union will be notified as a matter of policy as to any changes and/or additions as to such symbolized titles.

This will confirm my understanding that the Union has agreed that existing by unlisted excluded titles and positions as of June 1, 1956, shall be incorporated in Appendix B; and this information will be furnished to the Union and thus bring Appendix B up to date.

Very truly yours,

s/ J. L. Wilso  
Vice President

Note: On June 4, 1964, this Letter Agreement was amended to provide that excluded positions symbolized "CTB" AND "CB" are within the area of managerial discretion. The Union will be notified as a matter of policy as to any changes and/or additions as to such symbolized titles.

On October 28, 1970 this Letter Agreement was further amended to provide that excluded positions symbolized "NA" are within the area of managerial discretion.

**APPENDIX B**  
**FINANCIAL OPERATIONS**  
**(CONTROLLER ACCOUNTING SERVICES)**

**St. Charles, Missouri**

**EXPLANATION OF SYMBOLS**

- NA** An excluded employee having a title so symbolized shall perform no included work.
- NB** An excluded employee so symbolized may perform included administrative clerical work not to exceed two hours each day, provided such work does not interfere with his excluded supervisory duties and is directly related to the performance of his supervisory functions.
- ND** May perform work of Stenographer, Automatic Operator and File Clerk provided such work is restricted to handling confidential matters.

**FINANCIAL OPERATIONS**  
**(CONTROLLER ACCOUNTING SERVICES)**

**St. Charles, Missouri**

Title	Symbol	Number
Controller, Assistant.....	NA	1
Director, Financial Operations.....	NA	1
Manager, Accounting Services .....	NA	1
Manager, Credit & Collections .....	NA	1
Manager, Money Transfer Processing Center .....	NA	1
Manager, Accounting Operations .....	NA	1
Manager, Client Support .....	NA	1
Manager, Financial Systems .....	NA	1
Staff Secretary II .....	ND	1
Assistant, Service Administrative .....	ND	1
Senior Analyst, Systems Development .....	NA	1
Analyst, Senior International.....	NA	1
Supervisor, Billing & Accounts Receivable .....	NA	1
Supervisor, Client Support.....	NA	1
Supervisor, Commercial Credit & Collections .....	NA	1
Supervisor, Consumer Credit & Collections .....	NA	1
Supervisor, Credit Analysis .....	NA	1
Supervisor, General Accounting .....	NA	1
Supervisor, Image Item Processing .....	NA	1
Supervisor, International Accounting .....	NA	1
Supervisor, International Settlements .....	NA	1
Supervisor, Money Transfer Investigation.....	NA	1
Supervisor, Settlement Accounting .....	NA	1
Supervisor, Systems & Procedures .....	NA	1
Supervisor, Utility Accounting .....	NA	1
Supervisor, Collection & Litigation.....	NA	1
Supervisor, Financial Systems.....	NA	1
Analyst, Accounting.....	NA	1
Analyst, Collection & Litigation .....	NA	1
Analyst, Systems .....	NA	1
Analyst, Credit.....	NA	3
Analyst, Financial Operations .....	NA	1
Analyst, Financial Systems .....	NA	2
Analyst, International Accounting.....	NA	1

**APPENDIX B**

**LIST OF EXCLUDED POSITIONS—COMMERCIAL DEPARTMENT**

**EXPLANATION OF SYMBOLS**

The performance of included work permitted under the various symbols below is restricted to work in the Commercial Department.

- CA An excluded employee having a title so symbolized shall perform no included work except that he may perform included administrative clerical work which is an integral part of accomplishing his excluded functions.
- CB An excluded employee having a title so symbolized shall perform no included work except that he may make sales calls without restriction as to the type of call or location of patron.
- CE Same as CA, but in addition, an employee having a title so symbolized may perform included supervisory functions, and included administrative clerical work, except that the aggregate of such work shall be less than four hours each day for both combined; provided that the performance of such included work does not encompass the acceptance, transmission, reception, dispatching or delivery of messages, or any function in connection therewith; and further provided that the performance of such included supervisory and administrative work does not interfere with the performance of excluded supervisory functions.
- CH An excluded employee having a title so symbolized may perform included work which does not interfere with his excluded duties, provided such work is restricted to work of a clerical or stenographic nature related to administrative functions.

**COMMERCIAL—DIVISIONAL CITY OFFICES**

**Dallas, Texas**

Title	Symbol	Number
Director .....	CB	1
Manager, Senior Operations .....	CA	1
Manager, Operations .....	CA	1
Administrative Assistant II .....	CH	1

**Reno, Nevada**

Regional Director, Sales .....	CB	1
Manager, Area .....	CB	1
Manager, Area Sales, Telemarketing .....	CB	1
Manager, Telemarketing Sales .....	CB	1
Representative, Sales Support .....	CB	1

## APPENDIX B

### COMMERCIAL DEPARTMENT AGENT NETWORK MANAGEMENT

District	Area Manager	Territory Manager	Key Acct. Mgr.	Market Devl. Mgr.	Admn. Asst.
Boston	CB(1)	CB*	CB(2)	CB(2)	CA(1)
Buffalo	CB(1)	CB*	CB(1)	CB(2)	CA(1)
Philadelphia	CB(1)	CB*	CB(1)	CB(2)	CA(1)
Washington, D.C.	CB(1)	CB*	CB(2)	CB(2)	CA(1)
Chicago	CB(1)	CB*	CB(2)	CB(2)	-
Columbus	CB(1)	CB*	CB(1)	CB(2)	-
St. Louis	CB(1)	CB*	CB(1)	CB(2)	CA(1)
Dallas	CB(1)	CB*	CB(1)	CB(2)	-
Houston	CB(1)	CB*	CB(2)	CB(2)	-
Atlanta	CB(1)	CB*	CB(2)	CB(3)	CA(1)
Tampa	CB(1)	CB*	CB(2)	CB(3)	-
San Francisco	CB(1)	CB*	CB(1)	CB(2)	-
Los Angeles	CB(1)	CB*	CB(2)	CB(2)	-
Phoenix	CB(1)	CB*	CB(2)	CB(2)	CA(1)
Seattle	CB(1)	CB*	CB(1)	CB(2)	-

- \* The Union agrees that included work performed by any member of the Agent Network Management System will not be construed as a dilution of Territory Representative working rights. Further, in times of extraordinary workload, provided Territory Representatives are fully employed and have been offered available overtime first, the performance of this work by other than Territory Representatives will not be considered as dilution.

**APPENDIX B**

**Traffic Department**

**EXPLANATION OF SYMBOLS**

The performance of included work permitted under the various symbols below is restricted to work in the Traffic Department.

TA An Excluded employee having a title so symbolized shall perform no included work.

TH An excluded employee having so symbolized may perform included work which does not interfere with his excluded duties, provided such work is restricted to work of a clerical or Stenographic nature related to administrative functions.

**TRAFFIC DEPARTMENT—CUSTOMER/TECHNICAL  
SUPPORT ORGANIZATION**

**McLean, Virginia**

Title	Symbol	Number
Vice President, Customer/Technical Support .....	TA	1
Administrative Assistant .....	TH	1
Director, Production/Customer Support .....	TA	1
Director, Finance .....	TA	1
Director, Systems Development .....	TA	1
Manager, Finance and Administration.....	TA	1
Manager, Job Processing Center .....	TA	1
Manager, Programming .....	TA	1
Chief Systems Engineer.....	TA	1
Manager, Mailgram Network.....	TA	1
Manager, Data Center .....	TA	1
Manager, Credit & Collections .....	TA	1
Supervisor, Job Processing Center.....	TA	1
Manager, Customer Service and Technical Support .....	TA	1
Manager, Technical Operations .....	TA	1
Systems Analyst.....	TA	5
Supervisor, Billing/Account Services .....	TA	1
Operations Analyst.....	TA	1
Programmer/Analyst .....	TA	1
Programmer .....	TA	1
Technical Support Rep I .....	TA	1

## APPENDIX B

### TRAFFIC DEPARTMENT—CUSTOMER SERVICE CENTER

#### Bridgeton, Missouri

Title	Symbol	Number
Director .....	TA	1
Senior Operations Manager .....	TA	2
Manager, Administrative Services .....	TA	1
Manager, Consumer Operations Planning .....	TA	2
Manager, Customer Service .....	TA	1
Manager, Regional Payroll .....	TA	1
Manager, Preferred Customer Program .....	TA	1
Manager, Operations .....	TA	11
Administrative Assistant II .....	TH	1
Manager, Manpower Planning .....	TA	1
Engineer, Plant .....	TA	1

#### EXCLUDED EMPLOYEE—HOME OFFICE ALL DEPARTMENTS

An excluded employee having a title of Senior Secretary I, Senior Secretary II, Executive Secretary, or Executive Assistant may perform included work which does not interfere with his excluded duties; and provided such work is restricted to work of a clerical or stenographic nature related to administrative functions.

#### COMMERCIAL—MARKETING DEPARTMENT

Except as provided in the first paragraph above, an excluded employee of the Commercial-Marketing Department stationed at the Home Office shall perform no included work, except that he may make sales calls without restriction as to type of call or location of patron.

#### ALL DEPARTMENTS EXCEPT COMMERCIAL—MARKETING DEPARTMENT

An excluded employee within a category other than those named in the first paragraph above shall perform no included work, except that which is an integral part of accomplishing his excluded functions; provided it does not interfere with his excluded duties. Such an excluded employee shall not be used to displace an included employee or to dilute his working rights.

**COMPREHENSIVE MEDICAL EXPENSE PLAN**

**GROUP LIFE INSURANCE PLAN**

**GROUP DENTAL INSURANCE PLAN**

**Appendix C**

**of**

**CONTRACT**

**Between**

**Western Union Financial Services Inc.**

**and**

**Communications Workers of America  
(AFL-CIO)**

# THE COMPREHENSIVE MEDICAL EXPENSE (CME) PLAN

## GENERAL PROVISIONS

The new CME Plan is intended to provide a uniform level of benefits for all covered persons regardless of their city or state of residence or employment. All active CWA employees and all CWA employees who retire on or after August 7, 2000, and their eligible dependents will be insured under the CME Plan.

### 1. Eligible Employees

All regular CWA active employees working at least 20 hours per week qualify for CME Coverage.

### 2. Eligible Dependents

Eligible dependents include...

- (a) your spouse
- (b) any unmarried child from birth to the end of the year the child reaches age 19
- (c) any unmarried child (not employed full time or on military duty) from the year after his or her 19th birthday to the end of the year he or she reaches age 23
- (d) any unmarried child incapable of self-sustaining employment who is physically handicapped or mentally deficient from the child's twenty-third birthday until such child is no longer considered physically handicapped or mentally deficient. Such condition must have existed prior to the child's attainment of age 23 in order for coverage to continue. Proof may be requested as to the incapacity and dependency of such child.

If you and your spouse work for Western Union, you have the option of being covered either as an employee or a dependent but not both.

In addition, the Plan also considers as eligible dependents any other children you solely support and who live permanently in your home (subject to limitations of child shown above).

**Ineligible Dependents.** Please note that a family member is not an eligible dependent if...

- (a) someone other than your legally married spouse or child
- (b) insured as a Western Union employee
- (c) considered the dependent child of another Western Union employee.

Some examples of ineligible dependents include a divorced spouse, parents, grandparents, or a surrogate parent.

Periodically, the Company, in order to verify eligibility, may request a birth certificate, tax return or other legal document necessary to establish dependency.

### 3. When Coverage Begins

Your Comprehensive Medical Expense Plan coverage begins:

- (a) on the first day of the month following the date of your employment, if you are a regular employee, or
- (b) after one year of employment, if you are a walking, bicycle or telecycle messenger. If you are not at work on the day your coverage would ordinarily start, it begins as soon as you return.

In general, coverage for eligible dependents begins when yours does. There are two exceptions, however; CME coverage for a dependent does not start with yours if that dependent is...

- (a) confined to a hospital, sanitarium or other institution, or
- (b) under a doctor's care because of a disabling illness or injury.

Under these circumstances, CME coverage for your dependent starts on the first day of normal activities on his or her part, involving no disability or hospitalization.

### 4. Enrollment

Each year the Company will conduct a CME open enrollment at which time eligible active CWA employees may enroll themselves and their eligible dependents for the following Plan year. During this open enrollment period all pre-existing conditions are waived. The CME open enrollment period is the only time during the year in which a current employee may enroll for CME Plan coverage. A new employee must

enroll for CME Plan coverage within 30 days of eligibility or wait until the next open enrollment period.

**5. Contributions (effective January 1, 2001 thru December 31, 2001).**

For active CWA employees and their eligible dependents the following contributions are required:

Employee only	\$23.45 per week
Employee plus one dependent	\$37.04 per week
Employee plus two or more dependents	\$45.94 per week
Each dependent child ages 23 to 26	\$29.31 per week

For retired employees (not eligible for Medicare) and their covered dependents the following monthly contributions are required:

Retiree only	\$106.62 per month
Retiree plus one dependent	\$160.51 per month
Retiree plus two or more dependents	\$199.07 per month

For retired employees and their covered dependents who are eligible for Medicare the following monthly contributions are required:

Retiree only	\$35.71 per month
Retiree plus one dependent	\$93.25 per month

**6. Cost of CME Plan Insurance (effective January 1, 2001 thru December 31, 2001).**

The National Group Rate for CME Plan coverage is as follows:

Active CWA employees:

Employee only	\$1,016.33 per month
Employee plus one dependent	\$1,358.75 per month
Employee plus two or more dependents	\$1,551.49 per month
Each dependent child ages 23 to 26	\$1,016.33 per month

**7. Plan Definitions**

**Active Employee.** Is a person who is employed at least 20 hours a week and paid for services on the Western Union payroll. This does not include contractors, consultants, or the part-time employees hired through a temporary agency.

**Calendar Year.** Is that period beginning January 1st and ending the following December 31.

**Cosmetic Surgery and Treatment.** Those services which are performed on a body part in whole or in part in order to improve its appearance. Cosmetic surgery or treatment will be covered if it is:

- (a) reconstructive surgery when it is incidental to or follows surgery which results from sickness or injury of the involved body part;
- (b) to correct deformities caused by sickness;
- (c) to correct damaged caused by an accident which occurs while CME Plan benefits for the covered person are in effect; or
- (d) to correct birth defects which are outside the normal range of human variation.

**Covered Medical Expense.** The Reasonable and Customary Charges for the types of medical services and supplies shown in Section 13. Also these services and supplies must be:

- (a) performed or prescribed by a Doctor; and
- (b) rendered to a Covered Person for the treatment of an Injury or Illness; and
- (c) Medically Necessary in terms of generally accepted medical standards.

**Covered Employee/Dependent/Person.** An employee or a dependent on whose account benefits are in effect under this Plan.

**Custodial Care.** That type of care (including room and board needed to provide that care) which:

- (a) is given mainly to help a person with personal hygiene or to perform the activities of daily living; and
- (b) can, in terms of generally accepted medical standards, be safely and adequately given by people who are not trained or licensed medical or nursing personnel.

**Drugs and Medicine.** Those supplies which require a prescription by a physician to dispense and are approved by the Food and Drug Administration for general use in treating the illness or injury for which they are prescribed.

**Extended Care Facility.** Is a place that:

- (a) provides room and board and 24 hour a day nursing care by, or under the direction of, a Nurse; and
- (b) is accredited as an Extended Care Facility by the Joint Accreditation of Hospitals or is recognized as an Extended Care Facility by Medicare; and
- (c) is not, other than incidentally: a hotel, a motel, a place of rest; or a place for Custodial Care, the aged, drug addicts, or alcoholics.

**Family.** Means you and your dependents.

**Hospital.** The term hospital means:

- (a) a facility which is legally licensed as a hospital; and
- (b) provides a broad range of 24 hour a day medical and surgical services for sick and injured persons by, or under the supervision of, a staff of doctors; and
- (c) provides 24 hour a day nursing care by, or under the direction of, a Nurse; and
- (d) is approved by Medicare.

**Incurred Expenses.** An expense is incurred on the date the service is rendered or the supply is provided. The plan does not provide reimbursement for prepaid expenses.

**Illness.** Any sickness or disease, not work related, including mental infirmity which requires treatment by a physician. Some examples of a covered illness are alcoholism, hypertension, pregnancy and allergies. Medical conditions which are not covered by the plan include eye refractions, hearing loss, learning disability, marital maladjustment, obesity and temporomandibular joint dysfunction.

**Injury.** The term injury means an accidental (not work related) bodily injury, such as, a laceration, fracture or burn.

**Medically Necessary.** CME Plan benefits are payable only if the medical services or supplies are ordered by a physician and are medically necessary in terms of generally accepted medical standards.

**Medicare.** The Health Insurance for the Aged and Disabled provisions of the Social Security Act of the United States as it is now and as it may be amended.

**Doctor and Medical Specialist.** The terms Doctor and Medical Specialist means a person who is legally licensed to practice medicine. A licensed practitioner will be considered a Doctor or Medical Specialist if:

- (a) there is a law which applies to this Plan and that law requires that any services performed by such a practitioner must be considered for benefits on the same basis as if the services were performed by a Doctor or Medical Specialist; and
- (b) the service performed by the practitioner is within the scope of his or her license.

A partial list of covered Doctors and Medical Specialists includes:

- (a) Anesthetist
- (b) Christian Science Practitioner or Nurse (CS)
- (c) Chiropractor
- (d) Dentist
- (e) Doctor of Medicine (MD)
- (f) Midwife
- (g) Licensed Practical Nurse (LPN)
- (h) Osteopath
- (i) Optometrist
- (j) Ophthalmologist
- (k) Podiatrist
- (l) Psychiatrist
- (m) Psychologist
- (n) Registered Nurse (RN)
- (o) Registered Physical Therapist (RPT)

- (p) Social Worker
- (q) Speech Therapist

A partial list of non-covered Doctors and Medical Specialists includes:

- (a) Alcohol or Mental Health Counselors
- (b) Dietitian
- (c) Educational Therapist
- (d) Electrologist
- (e) Home Health Aides
- (f) Marriage Counselors
- (g) Masseur
- (h) Minister or Rabbi
- (i) Naturopath
- (j) Psychoanalyst
- (k) Practical or Student Nurse

**Nurse.** The term means a Registered Nurse (RN) or a Licensed Practical Nurse (LPN) who is not related to the patient.

**Reasonable and Customary Charge.** No more than the reasonable and customary charge for medical services or supplies will be covered by this insurance plan. The reasonable and customary charge is the lowest of...

- (a) the usual charge by the doctor or other provider of the services for the same or similar services or supplies; or
- (b) the usual charge of most other doctors or other providers of similar training or experience in the same or a similar geographic area for the same or similar services or supplies; or
- (c) the actual charge for the services or supplies

**Retired Employee.** A person who retires on or after August 7, 2000 on either a normal, late, early or disability pension under the Western Union Pension Plan or would at the time he or she retires have been eligible for such a pension had the plan not been suspended.

**Skilled Nursing Facility.** Is a place that is:

- (a) accredited by the Joint Commission on accreditation of Hospitals; or
- (b) recognized as a skilled nursing facility by the Secretary of Health and Human Services.

## 8. Comprehensive Medical Expense Coverage

When Benefits May Be Payable:

The CME Plan will pay benefits if you incur Covered Medical Expenses:

- (a) for a Covered Person during a Calendar Year; and
- (b) while you are covered for CME Plan coverage for that Covered Person; and
- (c) the Covered Medical Expenses are more than the Deductible Amount.

An expense is incurred on the date of the service or supply for which the charge is made is received.

How Benefits Are Determined:

Effective January 1, 2001, the Plan will pay 80% of those Covered Medical Expenses which are more than the Deductible Amount except that the sum of all benefits for all Covered Medical Expenses incurred for a Covered Person will not be more than \$1,201,306.00 lifetime maximum. The CME Plan Deductible Amount is \$330 per Covered Person per Calendar Year or \$660.00 (two \$330 Deductible Amounts) per Family per Calendar Year. The Plan will pay 100% instead of 80% for:

- (a) a Covered Person in your Family after you have incurred \$1,606 of Eligible Out-Of-Pocket Expenses for that person during that Calendar Year; or
- (b) for all Covered Persons in your Family after you have incurred \$3,212 of Eligible Out-Of-Pocket Expenses for all such persons during that Calendar Year.

Eligible Out-Of-Pocket Expenses means Covered Medical Expenses which are applied to the Deductible Amount or which are not payable solely due to the 80% Covered Percentage.

It does not include the 20% penalties under section 10,11,and 12.

#### Limitations on Mental and Nervous Conditions:

The Plan will, after the deductible, reimburse 80% of the reasonable and customary charges for mental and nervous confinement up to a maximum of 45 days per person per calendar year. The Plan will, after the deductible, reimburse 50% of the reasonable and customary outpatient charges up to a maximum of 50 visits or \$3,482 per person per calendar year, whichever comes first.

The Deductible Amounts, Out-Of-Pocket, mental and nervous and lifetime maximums will be adjusted once a year based on changes in the Consumer Price Index for all goods and services for all urban consumers (CPI-U) which is published by the Bureau of Labor Statistics of the Department of Labor. The factor for changes in the deductibles, out-of-pocket limits, mental and nervous limit, and lifetime maximum will be calculated by taking the CPI-U index for July of the current year, divided by the CPI-U index for July of the previous year with the result rounded to the nearest two decimal places. The deductibles, out-of-pocket maximums, and lifetime maximums will be multiplied by this factor and then rounded to the nearest \$10 to produce the new deductibles, and limits for the next calendar year beginning on January 1, immediately following.

#### 9. Voluntary Second Surgical Opinion Program

While some surgical procedures are necessary, in many cases seeking a second opinion can help you avoid having an operation that you really don't need. The second opinion program is designed to help you make a more informed decision.

If a surgeon recommends elective surgery (surgery that is not an emergency) for you or a covered dependent, you may want a second opinion. You may pick a qualified Doctor for this purpose. The Doctor's visit and the reasonable and customary expenses for any necessary x-rays or laboratory tests are covered in full provided that the surgery:

- (a) was initially recommended by the physician who will perform the surgery;
- (b) requires an anesthetic other than a local or topical anesthetic; and
- (c) is non-emergency. This means the physician feels the procedure can be postponed without undue risk to the patient.

If the second surgeon agrees that you need the surgery, go back to the surgeon who first recommended it. The second surgeon should not perform the surgery or treat you for the condition.

If the second surgeon does not feel you need the surgery, and you are in doubt as to the best course of action, a third opinion by another specialist will be covered in full by the Plan.

You will still be covered for benefits under the plan whether or not the second opinion confirms the necessity of surgery except as noted under the mandatory program described next.

As for arranging for a voluntary second opinion, you may call the Medical Review Specialist or you may contact your local medical association for assistance.

#### 10. Mandatory Second Surgical Opinion Program

Effective January 1, 1987 the Plan no longer requires a mandatory second surgical opinion. A voluntary second and if necessary third surgical opinion, will be paid in full by the Plan as described above.

#### 11. Pre-Certification Program

If you or one of your covered dependents is going to be confined to a Hospital as an in-patient the Plan requires that the confinement be pre-certified except in emergency cases. If you do not precertify your hospitalization the Plan will pay 60%, instead of 80%, of the Covered Medical Expenses. The 20% penalty for failure to pre-certify you Hospital confinement may not be applied to your Deductible Amount or Eligible Out-Of-Pocket Expenses. To pre-certify a hospital confinement call you Medical Review Specialist. You will receive more information about this important cost containment feature prior to the Plan's effective date.

#### 12. Mandatory Out-Patient Surgical Procedures

It has been shown that certain surgical procedures can be performed safely without the need for confinement to a Hospital. The Plan will pay 80% of the Reasonable and Customary charge when the following surgeries are performed in the out-patient department of a Hospital, Birth Center, Ambulatory Surgical Center, or Doctor's office (involving no overnight confinement). The Plan will pay 60%, instead of 80%, if these procedures are done while confined to a Hospital unless there are medical complications. The 20%

penalty does not apply to your Deductible Amount or Eligible Out-Of-Pocket Expenses. The procedures are:

- (a) abortion
- (b) adenoidectomy
- (c) blepharoplasty
- (d) bunionectomy
- (e) carpal tunnel release
- (f) dilation and curettage
- (g) ganglionectomy
- (h) hemorrhoidectomy
- (i) incision and drainage of cyst, abscesses or bursae
- (j) laparoscopy with tubal ligation
- (k) mammoplasty
- (l) meatotomy
- (m) muscle biopsy
- (n) myringotomy
- (o) repair of trigger finger or swan neck deformity
- (p) rhytidectomy (only with the removal of cyst)
- (q) septoplasty
- (r) simple tendon repair
- (s) submucous resection
- (t) repair of lacerations
- (u) tarsorrhaphy
- (v) tenovagotomy
- (w) tonsillectomy
- (x) varicose vein ligation
- (y) vasectomy

**13. Medical Services and Supplies Which Are Covered Medical Expenses Under the CME Plan**

When prescribed or performed by a licensed Doctor or Medical Specialist in connection with the Medically Necessary treatment of an illness (including pregnancy) or Injury Covered Medical Expenses include...

- (a) Room and board in a Hospital but not any charge per day over:
  - the semi-private Hospital room rate;
  - the semi-private rate for a stay, when Medically Necessary, in a Hospital's intensive cardiac care unit.
- (b) Room and board charges for confinement in a Christian Science sanatorium or nursing home are recognized as Covered Medical Expenses provided:
  - that such institution is accredited by the First Church of Christ Scientist in Boston, Massachusetts; and
  - the Covered Person is being treated for an actual diagnosed Illness or Injury.
- (c) Other Hospital services required or medical or surgical care or treatment.
- (d) Room and board in a Skilled Nursing/Expanded Care Facility during a stay which:
  - required continuous care by a Doctor, 24-hours-a-day Nursing care; and
  - requires the Doctor to recertify the continuing need for such care at least every 14 days.

However, any charge per day over the semi-private Skilled Nursing/Extended Care Facility room and board daily rate will not be covered. In no event will benefits be paid for room and board in a Skilled Nursing/Extended Care Facility which last for more than 60 days per Calendar Year.

- (e) Services of a Doctor or Medical Specialist.
- (f) Services (except while confined to a Hospital) of a Registered Nurse (RN) or Licensed Practical Nurse (LPN) other than a nurse who lives in your home or who is a member of your Family.
- (g) Diagnostic procedures and x-rays.

- (h) Radiation or chemotherapy.
- (i) Oxygen and its administration.
- (j) Anesthetics and their administration.
- (k) Drugs and medicines.
- (l) Blood transfusions, including the cost of blood, and blood plasma (if not replaced)
- (m) Rental (or purchase, if rental would be more costly) of durable medical equipment which is usually used only for therapeutic purposes.
- (n) Local professional ambulance service to a Hospital in a medical emergency.
- (o) Artificial limbs or other prosthetic devices, but not their replacement.
- (p) Room and board, professional and other services and supplies in a legally constituted Hospital or Approved Rehabilitative Facility, as defined below, for the treatment of Alcoholism or Drug Addiction upon the recommendation and approval of a Doctor, (excluding in the case of private room accommodations, any charges in excess of the Hospital's or Facility's most common semi-private room rate).

(q) Hospice care when a Covered Person has a terminal illness which is not responsive to treatment that is currently available; and which will result in the death of the Covered Person in six months or less. Hospice Care must be rendered at a hospice facility which has been federally approved and which is:

- a Hospital; or
- a freestanding Hospice Facility providing in-patient care; or
- an organization which provides health care services to the Covered Person in the Covered Person's home.

Hospice Care coverage is limited to 6 months only.

- (r) Voluntary sterilization procedures, male and female.
- (s) Allergy testing and injections.
- (t) Surgery performed in an approved ambulatory surgical center, birth center, surgeon's office, or Hospital (in-patient or out-patient department).
- (u) Nursery charges by a Hospital for a newborn.
- (v) Bone marrow, kidney, cornea, hip, knee, liver, combined heart and lung, human heart (not artificial) transplants.

#### **14. Medical Services and Supplies Which Are Not Covered Medical Expenses Under the CME Plan**

- (a) Services or supplies received by a Covered Person before the effective date of the plan.
- (b) Dental services, supplies, or appliances provided in connection with treatment to alter, correct, fix, improve, remove, replace, reposition, restore, or treat:
  - the jaw, any jaw implant, or the joint of the jaw (the temporomandibular joint);
  - teeth;
  - the gums and tissues around the teeth;
  - the parts of the upper or lower jaw which contain the teeth (the alveolar process and ridges);
  - the meeting of upper and lower teeth; or
  - the chewing muscles.

These services, supplies or appliances are not covered even if they are needed because of symptoms, sicknesses, or injury which affect some other part or parts of the body or provided in connection with any examination or treatment of the teeth, gums, jaw, or chewing muscles, because of pain, injury, malformation, disease, or infection.

- (c) Services or supplies received because of Cosmetic Surgery and Treatment.
- (d) Eyeglasses, contact lenses, hearing aids, and examinations to prescribe or fit them.
- (e) Routine health examinations including well baby care and immunizations.
- (f) Services or supplies received because of an Occupational Injury.
- (g) Services or supplies received because of an Occupational Illness.

(h) Services or supplies received as a result of an injury or sickness due to act of war, or a warlike action in the time of peace, which occurs while CME Plan Benefits of the Covered Person are in effect.

(i) Services or supplies which are deemed experimental in terms of generally accepted medical standards.

(j) Services or supplies to the extent that benefits are otherwise provided under this Plan or under any other plan which the Western Union contributes to or sponsors.

(k) Services or supplies received by a Covered Person for which no charge would have been made in the absence of CME Plan benefits.

(l) Services determined as essentially maintenance of Custodial Care.

(m) Services or supplies for which a Covered Person is not required to pay.

(n) Services or supplies not prescribed by a Doctor.

(o) Confinement in a rest home, nursing home, sanatorium or health spa.

(p) Services or supplies received due to injury or sickness which is self-inflicted or the result of an illegal act.

(q) Diet counseling (including the treatment of exogenous obesity), nutritional therapy, family planning and marriage counseling.

(r) Services or supplies obtained under any government laws or regulations including no-fault automobile laws.

(s) Services or supplies for which a Covered Person receives payment from a legal action or settlement.

(t) Services or supplies which are for the patient's comfort but are not Medically Necessary.

(u) Organ transplants except as shown in section 13 (v) above.

(v) Prescription drugs obtained through the Company-offered voluntary mail order drug program.

#### **15. Impact of Medicare on CME Plan Benefits**

Retired employees and their covered dependents who are eligible for Medicare will continue to have their CME Plan benefits calculated in the same manner as active employees except that CME Plan benefits will be reduced by the amount the person receives or is eligible to receive under the Federal Medicare Program.

##### **Medicare Assignments.**

If your Doctor accepts a Medicare Assignment, you are not legally obligated to pay the difference, if any, between the Doctor's total charge and the amount approved by Medicare, unless the Doctor is billing you for a service not covered by Medicare. Since there is no obligation on your part to pay this balance, the CME Plan will not cover this balance.

#### **16. Co-Ordination of Benefits**

All benefits under this Plan will be coordinated with all group insurance plans, plus no-fault automobile insurance, so that you can receive up to 100% of Covered Medical Expenses but no more than that. In this way duplication of benefits is avoided.

When a person is insured by more than one Group Plan, the following sequence will determine the order of payment...

(a) The Plan with no coordination provision always paysexcluded first, otherwise;

(b) The Plan insuring the patient as an active employee pays before the one insuring the patient as a laid-off or retired employee or as a dependent;

(c) The plan insuring a dependent child of a male employee pays first, except;

(d) In the case of separated or divorced parents and parent with custody has not remarried, the plan which cover the child as a dependent of the parent with custody will pay first;

(e) In the case of divorced parents and the parent with custody has remarried, the plan which covers the child as a dependent of the parent with custody pays first, the stepparent's plan pays second and the plan of the parent without custody pays last.

(f) When the above rules do not establish an order of benefit determination, the plan which has covered the person the longest period of time shall pay first.

(g) The Plan, effective January 1, 1987, insuring a dependent child of the parent whose birthday falls earlier in a year (month and day only) pays first. If both parents have the same month and day of birth, the plan which covered the parent longer pays first except:

- When the other plan has a rule based on gender of the parent, the rules under that Plan will determine which Plan pays first.

#### **17. When CME Plan Coverage Continues**

(a) If you are on union furlough you may, at your option, participate in this Plan at your own expense by paying the National Group Rate.

(b) If you are on force-reduction furlough you may continue CME Plan coverage by paying the same contributions applicable to active employees for three calendar months commencing with the first of the month following the effective date of the furlough. Dependent CME Plan coverage is available for the same period on the same basis. Thereafter you may continue CME Plan coverage at your own expense at the National Group Rate until the furlough is terminated.

(c) If you have five or more years of Adjusted Company Service and elect severance pay immediately upon the expiration of your force reduction furlough notice, you will be eligible to continue your CME Plan coverage at the same rate as active employees for a period of 90 days.

(d) If you are on a regular or maternity furlough you may, at your option, continue coverage at the same rate as active employees. If you do not continue your CME Plan coverage during a maternity leave your pregnancy related medical expenses will not be covered.

(e) If you go on sickness or accident disability after the effective date of the CME Plan, you may continue your CME Plan coverage at the same rate as active employees. During such period of authorized absence due to sickness or accident. dependency coverage will also be continued on the same basis.

(f) Effective January 1, 1991, you and your eligible dependents will be allowed to continue coverage at the National Group Rate for up to 18 months under the following conditions...

- your death
- divorce or legal separation
- attainment of age 23, full time employment or marriage of a covered dependent child.

Coverage under all these conditions may be continued only until...

- the date coverage becomes effective under another group plan.
- the date this plan terminates for all employees.

Benefits will be cancelled if the required contribution is not made on a timely basis.

You must advise Western Union within 60 days of a divorce, separation, or when a covered dependent child is no longer eligible under the Plan.

Employees terminated for gross misconduct are not eligible for continued coverage under this Plan.

#### **18. When CME Plan Coverage Terminates**

Your CME Plan Insurance may be terminated in accordance with the Plan's provisions outlined in the *Employee Information Kit* applicable to CWA bargaining unit employees, retirees and their eligible dependents as amended from time to time to conform with applicable statutes and/or implementing regulations.

#### **19. Coverage at Death**

In the event of your death, your CME Plan provides extended benefits for your spouse and covered dependents.

If you die while employed, your Covered Dependents can, if they wish, continue CME Plan coverage until the earlier of:

- 36 months after your death, or
- the date they become eligible for insurance under another group plan, or, if later, the 180th day after your death, or
- the date they are no longer eligible dependents. Your Covered Dependents also have the option of converting to a personal policy within 31 days after this coverage stops.

Lifetime coverage is available to your spouse if you die while on early, normal or late retirement. Children, however, are covered only as long as they remain eligible dependents. In all cases, your survivors must contribute toward the cost of this coverage.

**20. Coverage at Retirement**

As a retired employee you may continue the same CME Plan coverage you had as an active employee. At retirement you will be asked to re-enroll and make the necessary contributions applicable to retirees and their eligible dependents. If you should cancel your CME Plan coverage at any time, the Plan does not permit you to re-enroll.

**21. Personal Policy**

The CME Plan may be converted into an individual policy upon:

- (a) termination of employment of the employee
- (b) death of the employee under age 65, in which case the surviving spouse may convert, and
- (c) when a dependent child ceases to be covered due to age or status.

Such application for a converted policy must be made to the Insurance Company within 31 days of termination of employment.

Personal Policies are not available to persons eligible for Medicare.

**22. Claiming Benefits**

Both active and retired employees can obtain medical claims forms by writing to Western Union, Human Resources Department, 100 Summitt Ave., Montvale, New Jersey 07645. Once completed, the claim form and attached bills may be returned to the same address.

Each time you submit a medical claim, you will receive, in addition to your medical benefit statement, a blank claim form for future use.

Special Note: Benefits will be paid to you when the Company receives satisfactory written proof of your claim.

Proof must be given to the Company not later than 90 days after the end of the Calendar Year in which the expenses were incurred. If proof is not given on time, the delay will not cause a claim to be denied if you can show that you gave proof as soon as possible.

No law suit may be started to obtain benefits until 60 days after proof is given. No law suit may be started more than 3 years after the time proof must be given.

**23. Payment of Benefits**

All Plan benefits are payable to the employee when he or she has Incurred Expenses for Covered Medical Expenses and submitted satisfactory proof of claim. However, the Company, with the employee's assignment may pay all or any part of the benefit directly to the provider of the service or supplies.

The Company may, at its option, pay benefits directly to a legal guardian of a minor or any person not competent to receive such payments. If no legal guardian has been appointed the Company may pay the provider directly.

If you die any unpaid benefits may be paid by the Company directly to your spouse, child (not a minor), mother, father, sister, executor or administrator of your estate.

Payments made in accordance with the above will release the Company from all liability to the extent of the payment.

**24. Optional Mail Order Drug Program**

Employees participating in the Comprehensive Medical Expense (CME) Plan are also eligible to participate in a mail order prescription drug service.

Under this program employees can purchase a 90-day supply of a prescription medication by mail for a co-payment per prescription.

Prescription medications covered by the mail order service are essentially the same as those covered by the CME Plan and include:

- all drugs which under Federal or State law require a written prescription
- insulin, hypodermic needles and syringes.
- over-the-counter diabetic supplies (e.g., test tape).
- medically necessary prenatal vitamins.

This program is an alternative to the drug coverage under the CME Plan. Employees may only submit individual prescription charges under the plan. The \$5.00 co-payment for the mail order plan is not eligible for reimbursement under CME.

#### **25. Covered Wellness Benefits (Effective January 1, 1997)**

The following covered service will not be subject to the 1997 annual deductible amount and CME will pay 100% up to the Reasonable and Customary charge.

- For covered women age 40 and over, routine gynecology examination including PAP, breast exam and mammogram are covered every other year.
- For covered women age 50 and over, routine *annual* gynecology examinations, including PAP, breast exam and mammogram are covered.
- For covered men age 50 and over, routine annual sigmoidoscopy exam.
- For all covered persons, annual immunizations and cholesterol screening.
- Oral contraceptives when delivered through the proposed Managed Pharmacy Benefit (either through a participating retail pharmacy or mail-service pharmacy).
- Well child care physician visits, age up to one year, four visits annually; age 2-5 years, one visit annually.

### **HEALTH MAINTENANCE ORGANIZATIONS**

It is agreed the Company, as required by law, shall provide employees and their dependents (as defined under the provisions of the CME Plan) the opportunity to participate in federally qualified Health Maintenance Organizations or, a Preferred Provider Organization as an alternative choice to coverage under the Western Union Comprehensive Medical Expense Plan.

Retired Employees (as defined in Section 7, Definition of Retired Employee) may participate in the same Health Maintenance Organizations or, a Preferred Provider Organization available to active employees. The Company will contribute toward the cost of the retiree's HMO coverage an amount equal to that which it contributed toward the cost of the retiree's CME coverage.

Effective January 1, 1995, the Company and the employee will both contribute towards the cost of employee and dependent coverage in a Health Maintenance Organization. Employee contributions will be phased in on three installments over the life of this Contract so that effective January 1, 1997, an employee participating in an HMO will pay the same contribution percentage as an employee participating in the Comprehensive Medical Expense Plan.

### **GROUP LIFE INSURANCE PLAN**

**Effective January 1, 1961**

**As Amended August 7, 1997**

Contributory Group Life insurance will be available after completion of six months' service (five years service in the case of walking, bicycle and teletype messengers) in the amount of \$10,000 at a monthly contribution of \$6.00.

After completion of five years of service, non-contributory insurance in the amount of \$30,000 will be provided for all active employees, effective January 1, 1998.

Notwithstanding the provisions of the first paragraph above, the following are excluded from this Plan: Joint railroad employees; students not in productive work; employees normally assigned outside the United States, Canada or St. Pierre, Miquelon; employees normally assigned to less than twenty hours per week; non-regular employees such as temporary, other employment, occasional and extra employees; employees who leave the Company service with or without entitlement to a Class V vested deferred retirement benefit.

#### **Military and Regular Furlough**

Contributory and non-contributory coverage will be continued for three months from the first of the month following the authorized furlough, provided the employee continues to contribute \$6.00 per month. If the employee is not insured for the contributory insurance, no coverage will be continued.

#### **Force Reduction Furlough**

Contributory and non-contributory coverage will be continued for employees on force reduction furlough with five years or more of Company service, provided the employee continues to contribute \$6.00 per month.

**Union and Maternity Furlough and Authorized Absences Resulting from Sickness or Accident**

Contributory and non-contributory coverage will be continued for the duration of the authorized absence provided the employee continues to contribute \$6.00 per month. In any event, if the employee is not insured for the contributory insurance, his non-contributory coverage will be continued.

**Total Disability**

“Total Disability” shall mean that an employee is totally disabled as a result of bodily injury or disease so as to be wholly prevented thereby from performing any and every duty of “his or her occupation.”

An employee insured for contributory or non-contributory insurance who becomes totally disabled (sickness or accident) may file a claim, after absence from active duty on account of such disability has been continuous for nine months, for continued coverage of the amount of life insurance in force.

Upon acceptance of proof of total disability, no further contributions toward such insurance will be required by the employee, so long as he submits satisfactory proof at least once each year of continued total disability.

Upon reaching mandatory retirement age, an employee approved for total disability for causes other than an industrial accident shall have the option of:

(1) Converting the full amount of life insurance to an individual policy for which the employee will pay the premium applicable to the class of risk and age group to which he belongs.

OR

(2) Have the amount of insurance reduced in the same manner as provided in this section for “Pensioners,” with waiver of further contributions toward such insurance.

An employee totally disabled as the result of an industrial accident shall have the full amount of insurance continued in force, with waiver of any further contributions toward such insurance.

**GROUP DENTAL INSURANCE PLAN**

**Effective January 1, 2001**

**1. Eligibility:**

All regular employees with 6 months or more service and non-motor messengers with one year or more service, are eligible to enroll for employee Dental Benefits and dependent Dental Benefits. The employee must be actively-at-work on the date of eligibility in order for coverage under the plan to become effective.

**2. Enrollment:**

Each year the Company will conduct a Dental open enrollment at which time eligible active employees may enroll themselves and their Covered Dependents for the following Plan year. The Dental open enrollment period is the only time during the year in which a current employee may enroll for Dental Plan coverage. New employees may enroll themselves and their Covered Dependents when they first become eligible or within 31 days thereafter or wait until the next scheduled open enrollment period, whichever is later.

**Contributions.**

If you enroll in this Plan you will be required to pay the following contributions:

Employee only .....	\$ .28 per week
Employee plus one dependent .....	\$ .64 per week
Employee plus two or more dependents .....	\$1.53 per week
Each dependent child ages 23 to 26.....	\$1.00 per week

**3. When Coverage Cancels:**

(1) Authorized absences:

- a) Employees going on regular furlough or force reduction furlough after the effective date of this plan may, at their option, continue dental expense insurance for 90 days by paying the National Group Dental Rate for applicable personal only, or personal and dependent, coverage.
- b) Employees on Union furlough may, at their option, enroll for or continue dental expense insurance by paying the National Group Dental Rate for applicable personal only, or personal and dependent, coverage during such furlough.

- c) Employees going on maternity furlough after the effective date of this plan may, at their option, continue dental expense insurance through the end of the month in which the furlough is terminated, by paying the National Group Dental Rate for applicable personal only, or personal and dependent, coverage.
- d) Employees going on military furlough after the effective date of this plan shall have their personal only, or personal and dependent, dental insurance cancelled at the end of the month in which the furlough becomes effective.
- e) Employees going on authorized sickness or accident absence after the effective date of this plan shall have their personal only, or personal and dependent, dental insurance continued at the same contribution as when working, to the earlier of the expiration of such authorized absence or the last day of the 12th month following the effective date of the authorized absence.

(2) Upon employee's death—all personal and dependent benefits cancel.

(3) Dental insurance is not convertible to an individual policy when an employee's service is terminated.

**4. Cost of Group Dental Insurance**

The Dental Plan National Group Rate (effective January 1, 2001 thru December 31, 2001) is:

Employee only .....	\$12.07 per month
Employee plus one dependent .....	\$19.89 per month
Employee plus two or more dependents .....	\$39.07 per month
Each dependent child ages 23 to 26 .....	\$12.07 per month

**(5) Covered Dental Expenses**

- Protection against expenses of dental care—in dentist's office or hospital—resulting from routine or major dentistry from Non-Occupational causes.
- Maximum amount payable for covered dental expenses during a covered person's lifetime—\$10,000.
- Maximum amount payable for covered dental expenses incurred in a calendar year is \$2,000.
- Orthodontic treatments (straightening of teeth)—Lifetime maximum benefit payable for each individual will be 60% of Reasonable and Customary up to a \$2000 maximum. The amount of benefit paid will be subject to and included in the Plan's lifetime and calendar year maximums.
- Temporomandibular Joint (TMJ) Treatments—Effective January 1, 1986, lifetime maximum benefit payable for each Covered Person will be 60% of the Reasonable and Customary Charge up to a \$2,000 maximum. The amount of benefit paid will be subject to and included in the lifetime and calendar year plan maximums.
- Covered Dental Expenses—The following are Covered Dental Expenses up to the maximum amount listed for the procedure in the schedule, provided the procedure is necessary and is performed or prescribed by a dentist:
  - (a) Fillings.
  - (b) Extractions.
  - (c) Inlays and crowns.
  - (d) The following services when necessary to replace one or more natural teeth lost on or after the date insurance on account of the person who receives such services became effective:
    - (i) Initial installation (including adjustments for six-month period following installation) of partial or full removable dentures.
    - (ii) Replacement of partial removable denture by new partial or full removable denture (including adjustments for six-month period following installation) or addition of teeth to an existing partial removable denture.
    - (iii) Initial installation of fixed bridgework (including inlays and crowns to form abutments).
  - (e) Root canal therapy
  - (f) Treatment of periodontal and other diseases of the gums and tissues of the mouth.

- (g) Oral surgery.
- (h) X-rays.
- (i) Oral examination, excluding cleaning and scaling of the teeth, but not more than one examination in any period of six consecutive months.
- (j) Preventive treatment consisting of oral prophylaxis (cleaning and scaling of teeth) and topical fluoride treatment but not more than one service in any twelve consecutive months.
- (k) Space maintainers.
- (l) Repair or recementing of crowns, inlays, dentures or bridgework. An expense will be deemed incurred on the date the service for which the charge is made is received or rendered.

**6. Pre-Determination of Benefits**

Except in an emergency, fees should be discussed with the dentist before treatment takes place.

If the employee or his covered dependents require treatments likely to involve covered dental expenses of \$100 or more, the employee should ask his dentist to file for predetermination of benefits. This assures that the employee and the dentist know in advance just what part of the dentist's charges the Plan will pay, and helps the employee plan accordingly. Here's how it works:

The dentist notifies the Insurance Company of the proposed course of treatment by itemizing services and charges on a claim form.

The Insurance Company then determines the amount the Plan will pay and informs the employee and his dentist. This gives the employee the opportunity to discuss the matter with his dentist before the work is done.

Pre-determination of benefits helps avoid surprises. Most dentists are familiar with pre-determination procedures.

Whether or not the employee requests pre-determination of benefits, the Insurance Company will pay the claim based on whatever information it has about the claim taking into account alternate procedures, services, or courses of treatment, based on acceptable standards of dental practice.

Pre-determination is not required for courses of treatment under \$100, or for emergency treatment, routine oral examinations, x-rays, prophylaxis, orthodontics and fluoride treatments.

**7. Partial Schedule of Covered Dental Expense**

The amounts in this schedule are not intended to represent what the dentist's charge will or should be, but merely show the maximum amounts that will be considered as covered dental expenses.

Maximums include provision for local or general anesthesia and all postoperative treatments. For a dental procedure not listed in the following schedule, the Insurance Company will determine an amount consistent with the amounts shown taking into account the nature and complexity of the procedure involved and the Plan's provisions.

<b>Procedure</b>	<b>Maximum</b>
Initial Oral Examination* .....	\$17.00
Periodic Oral Examination* .....	12.00
*(Excludes cleaning and scaling of teeth and is limited to one service in any period of six calendar months.)	
<b>Preventive</b>	
Cleaning and scaling of teeth (limited to two services in any calendar year.)	
Child under age 14 .....	\$19.00
Child age 14 and over and adults .....	28.00
Topical application of sodium fluoride, four treatments (excluding prophylaxis).....	17.00
Topical application of stannous fluoride, one treatment (excluding prophylaxis).....	11.00

	<b>Maximum</b>
<b>Dental X-rays</b>	
Intra-oral-complete series (including bitewings).....	\$ 40.00
Bitewing, single first film .....	7.00
Panoramic-maxillary and mandibular, single film .....	28.00
<b>Fillings</b>	
Amalgam-one surface-primary .....	\$ 10.00
Amalgam-one surface-permanent.....	13.00
Amalgam-two surfaces-permanent.....	18.00
Amalgam-three surfaces-permanent.....	23.00
Acrylic or plastic restoration-one, two or three surfaces .....	20.00
Silicate cement per restoration.....	15.00
<b>Gold Inlay Restoration</b>	
One surface .....	79.00
Two surfaces.....	100.00
Three surfaces .....	118.00
<b>Extraction of Teeth</b>	
Single tooth-permanent .....	\$ 16.00
Each additional tooth-permanent .....	13.00
<b>Oral Surgery (Effective January 1, 1986)</b>	
Soft tissue impaction .....	\$ 34.00
Partially bony impaction .....	117.00
Completely bony impaction.....	250.00
Apicoectomy .....	117.00
Alveolectomy.....	117.00
<b>Prosthetics, Removable Dentures</b>	
Allowances include all adjustments within six months following installation. Specialized techniques involving precision dentures for personalization or characterization are not covered.	
Complete upper, acrylic base.....	\$ 218.00
Complete lower, acrylic base.....	218.00
Upper partial denture, two gold or chrome clasps with rests-acrylic base .....	196.00
Upper partial denture, with gold or chrome palatal bar and two clasps, acrylic base .....	240.00
Additional Units for partial dentures each additional clasp with rest .....	39.00
Relining, partial denture (done at laboratory) .....	65.00
<b>Crowns, Permanent Teeth</b>	
Single restoration	
Plastic (acrylic) .....	\$ 92.00
Plastic processed to non-precious metal .....	124.00
Gold (full cast).....	141.00
<b>Bridgework, Fixed</b>	
Two surface gold inlay abutment.....	\$ 100.00
Three or more surface gold inlay abutment.....	118.00
Cast gold bridge pontics .....	141.00
Tru-Pontic bridge .....	118.00
Recent bridge .....	17.00
Periodontal scaling and root planing, entire mouth.....	48.00
Gingival curettement, three quadrants.....	63.00
<b>Endodontics</b>	
Pulp cap-direct (excluding final restoration) .....	\$ 10.00
Vital pulpotomy .....	21.00
One root canal therapy (excludes final restoration) .....	105.00
Three root canal therapy (excludes final restoration) .....	183.00

## 8. Exclusions

Expenses in connection with the following are not Covered Dental Expenses:

- (a) Any services rendered before the insurance covering the recipient became effective.
- (b) Surgery or treatment for cosmetic purposes unless for correction of damage caused by accidental injury sustained while Dental Expense Insurance on account of the injured person is in force.
- (c) Services received because of dental injury arising out of or in the course of any employment for wage or profit, or dental disease or defect entitling the covered person to benefits under any workmen's compensation or occupational disease law.
- (d) Services received as a result of dental disease, defect or injury due to an act of war, declared or undeclared, which act occurs after the effective date of the insurance.
- (e) Services for which charges would not have been made if no insurance existed or for which there is no cost to the person receiving them.
- (f) Dentures, bridges and crowns and the fitting thereof which were ordered before the insurance on account of the person who receives such services became effective.
- (g) Repair or identical (involving the same teeth) replacement of existing denture or bridgework only when required for reasons of oral health or dental necessity and after five consecutive years have elapsed since the repaired, original or replaced denture was installed.
- (h) Replacement of lost or stolen dentures..
- (i) Dentures or bridgework (including inlays and crowns to form abutments) replacing teeth which were lost before the insurance on account of the person who received such service became effective.
- (j) Services to the extent of benefits otherwise provided under the Plan or under any other Plan which the Employer contributes to or otherwise sponsors.
- (k) Tooth implants.
- (l) Educational programs, such as plaque control and myofunctional therapy, or protective athletic mouthguards.
- (m) Individual crowns, inlays, fixed bridges, removable partial indentures or any appliance or restorative means that will alter vertical dimension.
- (n) Splinting for periodontal reasons where cast crowns, inlays or onlays are being used for this purpose. Under the plan, a splint is defined as any series of two or more consecutive individual crowns, inlays or onlays connected or soldered together. The presence or absence of replacement units for missing teeth in this described series will not alter this definition.

## Governmental Plans

Expenses for services are excluded from coverage under this plan to the extent that the services or benefits for or because of the services, are available under any plan or program established pursuant to the laws or regulations of any government or in which any government participates other than as an employer. Whether or not the covered person has enrolled for all governmental plan coverage for which he is eligible, "services or benefits available" include all benefits to which he would be entitled if he were enrolled for all such coverage. This provision is subject to any governmental requirement that insurance benefits be used before governmental plan benefits are available.

## 9. Other Provisions-

Benefits for dependents are on the same basis as those for employees.

When dental benefits amounting to \$10,000 have been paid for a covered person, coverage for that person will terminate and will not be reinstated. Similarly, when the maximum orthodontic benefits have been paid for a covered person, such benefits for that person will terminate and will not be reinstated.

**10. Coordination of Benefits**

Other Dental Expense Benefits will be coordinated if provided by a Group Dental Benefit Plan or by any other Group Insurance or Group Pre-Payment Plan, or by statute, including any motor vehicle no-fault coverage.

**11. Benefits After Cessation of Insurance**

If a covered person is receiving dental care of treatment prescribed by a dentist on the date Dental Expense Insurance ceases, benefits for that person on account of Covered Dental Expenses, which are a continuation of services commenced while the policy was in force, and were incurred before the date 31 days following cessation of insurance, will be payable as though the insurance had continued in force. Expenses for dentures (including bridges and crowns) shall be included as Covered Dental Expenses only if the dentures were ordered and fitted while the insurance on account of the person was in force and are delivered to the individual within 31 days after the date of the cessation.

**REASONABLE AND CUSTOMARY DENTAL PLAN**

Effective January 1, 1995, active employees will be given the option of participating in either the Scheduled Dental Plan or a new Reasonable and Customary Dental Plan.

Both plans are identical in their general provisions as well as their coverage of orthodontic and TMJ Treatment. The plans differ in the reimbursement of dental services other than orthodontics and TMJ treatments. Where the old dental plan provides reimbursement based on a flat dollar amount per procedure, the new dental plan is based on a percentage of the prevailing Reasonable and Customary fee for a given procedure in the treating dentist's geographical area.

Each year the Company will conduct a dental open enrollment similar to the one used for CME and HMO coverage. During the open enrollment an employee can elect no dental or either the old or the new dental plan for the forthcoming year. An employee can only change dental plans during a Company-sponsored open enrollment period.

**Contributions**

If you enroll in the Reasonable and Customary Dental Plan you will be required to pay the following contributions:

Employee only .....	\$ .56
Employee plus one dependent .....	\$1.24
Employee plus two or more dependents .....	\$2.92
Each dependent child ages 23 to 26.....	\$4.40

**Cost of Group Dental Insurance**

Employee only .....	\$24.16
Employee plus one dependent .....	\$38.87
Employee plus two or more dependents .....	\$75.24
Each dependent child ages 23 to 26.....	\$24.16

**SUPPLEMENT NO. 1**  
**GROUP VISION INSURANCE PLAN**

This Group Vision Care Plan shall become effective July 28, 1984.

**1. Eligibility:**

All regular employees with 30 days or more service and non-motor messengers with one year or more service, are eligible to enroll for employee and dependent vision care benefits. The employee must be actively at work on the date of eligibility in order for coverage to become effective.

**2. Definition of Dependents:**

Dependents are:

Employee's spouse

Any unmarried child from birth to the end of the year the child reaches age 19.

Any unmarried child (not employed full time or on military duty) from the year after his or her 19th birthday to the end of the year he or she reaches age 23.

Any unmarried child incapable of self-sustaining employment who is physically handicapped or mentally retarded from the first of the year after he or she reaches age 23.

**3. Vision Care Plan Costs:**

The Company pays the full cost of this plan for all active employees and their eligible dependents.

The National Group Vision Rates for this insurance are \$3.50 a month for employee and \$5.18 per month for dependents, or \$8.68 per month for family coverage.

**4. When Coverage Cancels:**

(1) Upon retirement all your personal and dependent vision insurance ceases on the last day of the month of active service.

(2) Authorized Absences:

(a) Employees going on regular furlough or force reduction furlough after the effective date of this plan may, at their option, continue vision insurance for 90 days by paying the National Group Vision Rate for applicable personal only, or personal and dependent coverage.

(b) Employees on Union furlough may, at their option, enroll for or continue vision insurance by paying the National Group Vision Rate for applicable personal only, or personal and dependent, coverage during such furlough.

(c) Employees going on maternity furlough after the effective date of this plan may, at their option, continue vision insurance through the end of the month in which the furlough is terminated, by paying the National Group Vision Rate for applicable personal only, or personal and dependent, coverage.

(d) Employees going on military furlough after the effective date of this plan shall have their personal only, or personal and dependent, vision insurance cancelled at the end of the month in which the furlough becomes effective.

(e) Employees going on authorized sickness or accident absence after the effective date of this plan, shall have their personal only, or personal and dependent, vision insurance continued at the same contribution as when working, to the earlier of the expiration of such authorized absence or the last day of the 12th month following the effective date of the authorized absence.

(3) Upon employee's death, all personal and dependent benefits cancel.

(4) Vision insurance is not convertible to an individual policy when an employee's service is terminated.

**5. Covered Vision Services:**

Benefits under this plan will be paid for the following services.

- Vision examination by an ophthalmologist or optometrist.
- Lenses (single vision, bifocals, trifocals lenticular) of normal size in clear glass or plastic.
- Frames
- Contact lenses when medically required following cataract surgery or to correct extreme visual problems that cannot be corrected with spectacle lenses, or due to keratoconus.

Effective January 1, 2001, the Company agrees to offer an additional ten percent (10%) discount on frames and lenses over what employees are currently getting, at no cost to the employee.

**6. Schedule of Benefits:**

An employee may obtain vision care from any optometrist or ophthalmologist of their choice or they may choose from a list of panel providers furnished by the Insurance Company. When a panel provider is selected the plan covers the visual services described above at no cost, in most cases, to the employee.

**FREQUENCY AND BENEFIT SCHEDULE**

Service	Adults & Deps over age 19	Children Under Age 19	Panel Provider	Non-Panel Provider
Vision	1 every	1 every	Paid in	\$25.00
Analysis	24 months	12 months	Full	
Lenses	1 every	1 every	Paid in	From \$12 to
	24 months	12 months	Full	\$120 Depending on type
Frames	1 every	1 every	Paid in	\$16.00
	24 months	12 months	Full*	
*(When selected from display case of panel provider.)				
Contact Lenses				
Medically	1 every	1 every	Paid in	\$170.00
Required	24 months	24 months	Full	
Elective	1 every	1 every	\$50.00	\$50.00
(Cosmetic)	24 months	24 months		

**7. Exclusions:**

Covered vision expenses do not include and benefits are not payable for:

- (a) Services or supplies for which the insured person is entitled to benefits under any other program of the Western Union Corporation or as provided under a safety glass program.
- (b) Sunglasses (tinted lenses with a tint other than tints #1 and #2 are considered to be sunglasses for the purposes of this exclusion).
- (c) Extra charge for photosensitive or anti-reflective lenses.
- (d) Drugs or any other medication not administered for the purpose of a vision examination.
- (e) Medical or surgical treatment of the eye.
- (f) Special or unusual procedures such as, but not limited to orthoptics, vision training, subnormal vision aids anisekonic lenses.
- (g) Vision examinations rendered and lenses or frames ordered:
  - (1) Before the person became eligible for vision care benefits coverage; or
  - (2) After termination of vision care benefits coverage.
- (h) Lenses or frames ordered while covered for vision care benefits, but delivered more than 60 days after the termination of such coverage.
- (i) Services or supplies not prescribed as necessary by a licensed physician, optometrist or optician.
- (j) Charges for services or supplies which are experimental in nature.
- (k) Replacement of lenses or frames which are lost or broken unless at the time of such replacement the covered person is otherwise eligible under the frequency and, in the case of lenses, the prescription change limitations set forth under "How Often Can Vision Care Coverage Be Used?"
- (l) Services or supplies which are covered by any workmen's compensation laws or employers' liability laws or services or supplies which an employer is required by law to furnish in whole or in part.
- (m) Services or supplies for which no charge is made that the insured person is legally obligated to pay or for which no charge would be made in the absence of vision care benefits coverage.
- (n) Services or supplies which are obtained by the employee or his dependent from any governmental agency without cost by compliance with laws or regulations enacted by any federal, state, municipal or other government body.

**8. Coordination of Benefits:**

Your vision insurance plan has a "Coordination of Benefits" provision. This provision coordinates benefits with all group insurance plans, plus no-fault automobile insurance, so that you can receive up to 100 percent of covered expenses—but no more than that. In this way, duplication of benefits is avoided.

The plan that pays benefits first is the one without a coordination provision. If two or more plans have a coordination provision, the plan insuring the patient as an employee (or as a dependent child of a male employee) pays first.

**SUPPLEMENT NO. 2**  
**EMPLOYEE ASSISTANCE PROGRAM (EAP)**  
**(Effective January 1, 1995)**

The Employee Assistance Program provides eligible employees with professional assistance with difficult problems such as alcoholism, drug abuse, stress anxiety, depression, family or marital problems, on a voluntary basis.

**1. Eligible Employees**

All full-time employees (working 20 hours a week or more) are eligible to participate in the program. Casual part-time employees are not covered.

**2. Eligible Dependents:**

Eligible dependents include...

- (a) your spouse
- (b) any unmarried child from birth to the end of the year the child reaches age 19
- (c) any unmarried child (not employed full-time or on military duty) from the year after his or her 19th birthday to the end of the year he or she reaches age 23.
- (d) any unmarried child incapable of self-sustaining employment who is physically handicapped or mentally deficient from the child's twenty-third birthday until such child is no longer considered physically handicapped or mentally deficient. Such condition must have existed prior to the child's attainment of age 23 in order for coverage to continue. Proof may be requested as to the incapacity and dependence of such child.

If you and your spouse work for Western Union, you have the option of being covered either as an employee or a dependent, but not both.

In addition, the Plan also considers as eligible dependents any other children you solely support and who live permanently in your home (subject to limitations of child shown above).

**Ineligible Dependents**

Please note that a family member is not an eligible dependent if...

- (a) someone other than your legally married spouse or child
- (b) insured as a Western Union employee
- (c) considered the dependent child of another Western Union employee.

Some examples of ineligible dependents include a divorced spouse, parents, grandparents, or a surrogate parent.

Periodically, the Company, in order to verify eligibility, may request a birth certificate, tax return or other legal document necessary to establish dependency.

**3. When Coverage Begins**

Employee Assistance Plan coverage begins on the first day of the month following the date of your employment.

**4. Contribution**

The cost of this program is paid by the Company.

**5. Covered Services**

The Voluntary Employee Assistance Plan provides access to a professional counselor via a national toll-free number 24-hours a day, seven days a week.

If, in the opinion of the professional counselor, a face to face evaluation of the problem is required, the employee or the employee's dependent will be referred to an EAP professional in their area. The EAP Plan pays for up to three visits with the EAP professional.

If, after the three visits, additional treatment is required, the EAP counselor will refer the employee or dependent to their respective HMO or CME Plan coverage.

**6. Participation**

Participation in the EAP Program is entirely voluntary and completely confidential.

**7. Termination of Coverage**

Coverage under the EAP Plan ceases when you end your active service with the Company.

**RETIREMENT SAVINGS PLAN**

**Effective January 1, 1994**

**Appendix D**  
**of**  
**CONTRACT**

**between**

**WESTERN UNION FINANCIAL SERVICES INC.**

**and**

**COMMUNICATIONS WORKERS OF AMERICA**  
**(AFL-CIO)**

## APPENDIX D

### RETIREMENT SAVINGS PLAN FOR BARGAINING UNIT EMPLOYEES

#### 1. Definitions

**Type of Plan:**

Savings Plan with Qualified Cash or Deferred Arrangement [401 (k)] feature

**Effective Date:**

January 1, 1989

**Plan Year:**

Calendar Year—12-month period beginning on any January 1.

**Employee:**

For the purposes of this Plan, Employee shall mean any person employed by the employer who is a member of a collective bargaining unit which has negotiated for inclusion of its members in the Plan.

**Compensation:**

Compensation shall mean the regular base pay of fixed salary paid to a Member for services rendered to the Employer (including any payments for sickness reflected on Employee's W-2 Form); determined prior to any reduction pursuant to Member contributions to this Retirement Savings Plan or any salary reduction under a plan described in Section 125 of the Internal Revenue Code. Base pay does not include overtime, bonuses, foreign service allowances or any other extra compensation. Compensation shall also include commission paid to a Member pursuant to an established employer sales commission or other compensation plans as well as the subsistence allowance credited to a Member assigned to a migratory line crew. Any amounts paid after the Member's termination of employment with the Employer or any amounts paid as severance pay shall be excluded from Compensation.

**Year of Service:**

A Year of service means the 12-month period beginning on the date the employee first completes an hour of service upon hire or re-hire or any Plan Year beginning after that date, in which he first completes at least 1,000 hours of service.

**Member:**

A Member means a person included in the membership of the Plan as provided in Section 2.

**Normal Retirement Date:**

The Employee's 65th birthday.

#### 2. Eligibility

**On the Effective Date:**

All regular Employees of the Corporation hired before January 1, 1989 shall be covered by the Plan on the Effective Date. A casual part-time Employee must have completed at least one year of Eligibility Service to be covered as of the Effective Date.

**After the Effective Date:**

Any Employee of the Corporation hired on or after January 1, 1989 shall be covered by the Plan on the first Enrollment Date coinciding with or following the completion of one year of Eligibility Service.

**Rehired Employees:**

Any Employee who was previously covered by the Plan shall be again covered immediately upon rehire.

### **Eligibility Service:**

For regular Employees, Eligibility Service shall mean Years of Service as defined in Section 1. For casual part-time Employees, Eligibility Service means the 12-month period commencing with the Employee's date of hire with the Corporation (whether or not as an Employee as defined herein) provided the Employee is credited with at least 1,000 Hours of Service during such period. If a casual part-time Employee is credited with less than 1,000 Hours of Service during such period, Eligibility Service shall mean a calendar year in which the Employee is credited with at least 1,000 Hours of Service.

### **3. Contributions**

#### **Types of Contributions:**

There are six types of contributions under the Plan:

(1) **Employer Basic Contribution**—Each pay period the Employer shall contribute to the Plan an amount equal to 4% of the Member's Compensation for that pay period.

(2) **Employer Matching Contribution**—Each pay period the Employer shall make a contribution for each Member who has elected to contribute either Tax-Deferred and/or After-Tax Contributions. The Employer Matching Contribution shall be equal to 25 cents for each dollar of the first 6% of his or her Compensation that the Member elects to contribute; no Employer Matching Contribution shall be made on amounts the Member contributes in excess of 6% of his or her Compensation.

(3) **Employer Special Contribution**—As of the last day of each Plan Year, the Employer may make a Special Contribution to the Plan. The Employer Special Contribution will be based on the profits of the Corporation for the year and will be allocated pro rata to all Members based on their Compensation for the Plan Year. The contribution will not be determined until after the Corporation's financial results for the year are finalized.

(4) **Employee Tax-Deferred Contribution**—Effective January 1, 1998, a member may elect to contribute from 1% to 15% of his or her compensation on a tax-deferred basis, subject to federal regulations. Tax-Deferred contributions are not subject to Federal Income Tax (or, in most cases, state or local income tax) in the year contributed. Tax-Deferred Contributions must be elected in 1% multiples and are subject to special IRS rules discussed below.

(5) **Employee After-Tax Contribution**—In addition to, or in lieu of, Employee Tax-Deferred Contributions, a Member may contribute from 1% to 16% of his or her Compensation on an After-Tax basis. After-Tax Contributions do not reduce the Member's Compensation subject to income tax. After-Tax Contributions must be in 1% multiples and are subject to special IRS restrictions as described below.

(6) **Employee Rollover Contribution**—Employees who receive a qualifying Lump Sum distribution from another qualified Plan may rollover the taxable portion into this Plan. Any such rollover is subject to Committee approval and must be made within 60 days of receipt by the employee.

(7) **Severance Contribution**—For Members whose employment is involuntarily terminated on or after April 1, 2000 and who are eligible for severance benefits, the Company will make a one-time cash Basic Employer Contribution to the Plan prior to the last day of active employment in the amount of 4% of the Member's weekly Compensation times the number of weeks of severance the Member will receive under Article 23.

#### **Special IRS Rules**

(1) **Maximum Contribution**—For any Plan Year the maximum amount that may be contributed to a Member's account under the Plan is equal to the lesser of \$30,000, as adjusted each year for increases in the cost of living pursuant to Section 415 (d) of the Internal Revenue Code of 1986, as amended (Code), and 25% of the Employee's "compensation," as defined in accordance with Section 415 of the Code, for such year. Rollover contributions do not count against this limit.

Special rules apply when both Tax-Deferred and After-Tax Contributions are being made by an Employee as follows:

If Tax-Deferred Contribution is:	Then Maximum After-Tax Contribution is:
0%	16%
1%	15%
2%	14%
3%	13%
4%	12%
5%	11%
6%	10%
7%	9%
8%	8%
9%	7%
10%	6%
11%	5%
12%	4%
13%	3%
14%	2%
15%	1%

**Note:** The total combined Tax-Deferred and After-Tax contributions cannot exceed 16%

(2) Maximum Tax-Deferred Contribution—For the Calendar year of 1998 and each subsequent calendar year, the most any employee can contribute on a Tax-Deferred basis to all plans is \$10,000 (as adjusted each year for increases in the cost of living pursuant to Section 402 (g) of the Code).

(3) Discrimination Test—Any Member who is a “highly compensated employee” as defined in accordance with Section 414 (q) of the Code (including a Member who for the prior calendar year had compensation over \$80,000 (as adjusted each year for increases in the cost of living pursuant to Section 414 (q) of the Code) may be limited in the amount of Tax-Deferred and/or After-Tax Contributions that may be based on the contributions being made by employees who are not highly compensated employees.

(4) Changing Employee Contributions—A Member may change the amount or mix (Tax-Deferred and/or After-Tax) of contribution being made to the Plan as of any pay period.

#### 4. Investment Funds

##### Types of Funds

The Plan offers investment funds for the investment of contributions as follows; provided, however, that, effective April 2, 2001, Fund 3 (i.e., the Paine Webber Strategic Income Fund Class A) shall no longer be so authorized, and any portion of a Member’s Account invested in such Fund as of March 30, 2001 shall be transferred to Fund 2 (APX Bond Fund (Y) prior to April 2, 2001 unless such Member elects that such portion be transferred to a different Fund prior to such date:

##### *Fund 1—FDC Stable Value Fund*

A Fund consisting of stable value contracts and money market securities. The purpose of this fund is to provide income and principal safety with a minimum of investment risk.

##### *Fund 2—APX Bond Fund (Y)*

A bond Fund consisting of corporate bonds and other debt securities. The purpose of the fund is to provide current income and stability of principal with low to moderate investment risk.

##### *Fund 3—American Express Trust Equity Index Fund II*

A Fund consisting of common or capital stocks of companies which comprise the Standard and Poor’s 500 Stock Index. The Fund is considered a moderate to high investment risk.

*Fund 4–AIM Balanced Fund*

A Fund consisting of high-yielding securities, common stocks, preferred stocks, convertible securities and bonds. The Fund is considered a moderate to high investment risk.

*Fund 5–Evergreen International Growth Class A*

A Fund consisting of the stocks of established foreign companies. The value of the Fund can fluctuate widely and the fund is considered a high investment risk.

*Fund 6–Janus Worldwide Fund*

A Fund consisting of the stocks of both foreign and domestic companies. The value of the Fund can fluctuate widely and the fund is considered a high investment risk.

*Fund 7–Fidelity Dividend Growth*

A Fund consisting primarily of stocks with the potential for dividend growth. The Fund is considered a moderate to high investment risk.

*Fund 8–Baron Asset Fund*

A Fund consisting of the common stocks of small and medium-sized companies. The value of the Fund can fluctuate widely and the fund is considered a high investment risk.

*Fund 9–APX Growth Fund (Y)*

A Fund consisting of a portfolio of U.S. and Foreign companies that have above-average potential for long-term growth. The value of the Fund can fluctuate widely and the fund is considered a high investment risk.

*Fund 10–American Express Trust Short-Term Horizon Fund (25:75)*

A Fund consisting of 25% equity funds and 75% bond and money market investment funds. The Fund is considered a low to moderate risk and is designed for individuals who intend to retire in 3-7 years.

*Fund 11–American Express Medium-Term Horizon Fund (50:50)*

A Fund consisting of 50% equity-type funds and 50% bond and money market funds. The Fund is considered a moderate risk and is designed for individuals 7-12 years away from retirement.

*Fund 12–American Express Long-Term Horizon (80:20)*

A Fund consisting of 80% equity-type funds and 20% bond and money market funds. The fund is considered a moderate to high investment risk and is designed for individuals 12 or more years away from retirement.

*Fund 13–American Express Long-Term Horizon Fund (95:5)*

A Fund consisting of 95% equity-type funds and 5% bond and money market funds. The fund is considered a high investment risk and is designed for individuals who are a long time away from retirement.

*Fund 14–Invesco Dynamics Fund*

A Fund consisting primarily of the common stocks of mid-sized domestic companies and some smaller domestic companies with the potential for above-average earnings growth. The Fund is considered an average investment risk.

*Fund 15–Janus Global Technology Fund*

A Fund consisting primarily of the common stocks of domestic and foreign companies in the technology sector of the world economy with the potential for above-average growth. The Fund is considered a high investment risk.

*Fund 16–FDC Stock*

This fund consists of FDC Stock and a cash position for trade settlement. The stock fluctuates widely and the fund is considered a high investment risk.

*Fund 17—The Self-Directed Brokerage Account*

This option permits the investor to assemble a portfolio of publicly traded stocks and mutual funds. It is designed for individuals who are knowledgeable investors and have a high tolerance for risk.

The Investment Funds offered under the Plan are subject to approval by EBAIC and may be changed, renamed, or restructured at any time by EBAIC.

**Investment Selection**

Members decide how much of their own voluntary, Employer Matching, Basic, and Special contributions go into each fund. The elections must be in 1% multiples.

**Changing Future Investments**

Members can change their investment fund election with respect to future contributions as of any business day under uniform administrative rules.

**Transferring Existing Balances**

Members can transfer amounts among the various investment funds as of any business day under uniform administrative rules.

**5. Vesting**

A Member shall be vested in, and have a non-forfeitable right, to the value of the Employer Contributions based on the member's length of service with the Corporation as follows:

<b>Years of Service</b>	<b>Vesting Percentage</b>
Less than 1	0%
At least 1 but less than 2 years	20%
At least 2 but less than 3 years	40%
At least 3 but less than 4 years	60%
At least 4 but less than 5 years	80%
5 years or more	100%

In addition, a Member shall be 100% vested upon death, total disability or attainment of normal retirement age.

**6. In-Service Withdrawals**

**Regular Withdrawals**

A Member may withdraw amounts from the Plan for any reason from the following accounts:

- (1) After-Tax Contributions, excluding any After-Tax Contributions matched by Employer Contributions within the preceding 24 months.
- (2) Rollover Contributions
- (3) Tax-Deferred Contributions, but only after attainment of age 59-1/2.
- (4) Matched After-Tax Contributions made within the preceding 24 months. (Note: This restriction is required by current IRS rules and may be lifted if IRS changes its position.)

Regular Withdrawals will be made in the preceding order.

**Hardship Withdrawals**

Upon furnishing proof of a bona-fide financial hardship to the Benefit Committee, a Member may, but only after withdrawing all amounts available for a Regular Withdrawal, withdraw any part of the vested portion of his Employer Account and his Tax-Sheltered Account. A member who has not attained age 59 1/2 may only withdraw from his Tax-Sheltered Account the actual amount contributed by him as Tax-Sheltered contributions excluding any earnings.

**Number & Timing**

A member may make two withdrawals in a Plan Year. All withdrawals will be processed as of any daily valuation date.

**Minimum**

A withdrawal must be for at least \$500 or the total amount available, if less.

**Investments**

Withdrawals will be taken proportionately from the investment funds in which a Member's accounts are invested.

**7. Loans**

Effective January 1, 1990, Members will be permitted to borrow funds from their accounts under the Plan. When a Member takes a loan, the funds will be withdrawn from the investment funds in which the Member's accounts are invested and transferred to a separate Loan Fund under the Plan.

**Maximum Loan**

A Member may borrow up to 50% of his entire vested balance under the Plan, other than Employer Basic Contributions, subject to the IRS limits. The IRS limits the maximum loan to the lesser of (a) or (b) below (counting all loans as one):

- (a) \$50,000 minus outstanding highest balance of loans in last 12 months; or
- (b) 50% of the vested portion of the Member's account.

**Types**

- (a) General Purpose Loan—available for any reason.
- (b) Principle Residence Loan—available for purchase of a primary residence.

**Interest Rate**

The interest rate for loans shall be 1% in excess of the prime rate published on the first business day of each calendar quarter and shall apply to loans processed during the calendar quarter.

**Terms**

Loans must be repaid within 1–5 years. However, if you borrow to purchase your principal residence, you may take as long as 25 years. All loans must be for at least one year (one year increments).

**Minimum**

A loan must be for at least \$1,000.

**Source of Funds**

Loan amounts will be taken from the investment funds proportionately.

**Processing & Repayment**

A loan may be requested daily, but are processed weekly. A Member can have one general purpose and one principal residence loan outstanding. Payroll deductions are required for all loan repayments.

**8. Distributions**

Upon a Member's termination of employment, for any reason, various options are available provided the vested account balance exceeds \$3,500. If the vested balance is \$3,500 or less, payment will automatically be made in a lump sum as soon as practicable after termination of employment. The options available are:

(1) Eligible Rollover—Eligible amount can be rolled over directly to another qualified plan or Individual Retirement Account (IRA) that accepts rollovers.

(2) Lump Sum—A lump sum is a single cash payment of the Member's entire vested balance under the Plan.

(3) Annuity—A Member may request that his or her vested balance be used to purchase an annuity from a life insurance company. If the Member is married, the annuity must be in the form of a joint and survivor annuity with the Member's spouse as the beneficiary unless such spouse consents, in writing, to another form of annuity.

(4) Fixed Installment Payments—A Member may elect to receive payment of his or her vested balance in the form of quarterly installments payable over a period of 1 to 20 years. Under this method payments will be approximately equal over the period selected.

(5) Variable Installment Payments—A Member may elect to receive payment of his or her vested balance in the form of quarterly installments payable over his or her life expectancy (or combined life expectancy of the Member and beneficiary). Under this method, payments would be adjusted annually to reflect current life expectancies.

(6) Deferred Lump Sum Payment—If a Member is eligible to elect an option, payment can be made as soon as practicable or deferred up to when a Member will be age 65 (70-1/2 if the Member has not yet terminated employment).

**9. Accounting**

An independent commercial bank or trust company will be designated Trustee of the Plan and will hold all Plan assets.

The Plan will be administered by First Data Corporation's Employee Benefits Administration and Investment Committee. In the administration of the Plan, individual accounts will be valued daily and members will receive quarterly statements of accounts. Transactions in a given valuation will generally be processed within 15 days of such date; for example, for withdrawals processed in the July 31 valuation, checks would be mailed approximately August 15. Accounts may be maintained in units, shares or dollars.

**10. Contributions by Company**

(a) For each Plan Year commencing on or after January 1, 2001 the Company will deposit into the Plan a cash contribution of \$650 per eligible employee.

(b) The contributions for each plan year shall be allocated and credited as of the end of the Plan Year to the account of each Member who was in the employ of the Company at the end of the Plan Year or who was in receipt of sickness or accident benefits (excluding Class D or Long Term Disability) paid in accordance with the provisions of the Company's Plan for Employees' Benefits at the end of the Plan Year.

(c) In the event that such payment to the Plan is prohibited or limited by the Internal Revenue Service, eligible employees will be paid in cash.

# **FLEXIBLE SPENDING ACCOUNTS**

**Effective January 1, 1995**

## **Appendix E of CONTRACT**

**between**

**WESTERN UNION FINANCIAL SERVICES INC.**

**and**

**COMMUNICATIONS WORKERS OF AMERICA  
(AFL-CIO)**

## APPENDIX E

### FLEXIBLE SPENDING ACCOUNTS FOR UNION EMPLOYEES

#### General Provisions

Effective January 1, 1995, the following Flexible Spending Accounts (FSAs) will be available to full time union U.S. based employees:

- MedFlex Contribution Account
- MedFlex Flexible Spending Account
- Dependent Care Flexible Spending Account

These Flex Accounts are designed to enable you to cost effectively expand the value of your total employee compensation/benefits package.

Regardless of the medical and/or dental plan option you select, you may use the MedFlex Contribution Account to pay your share of the cost of coverage on either a pre-tax or post-tax basis. You may also participate in one or both of the FSAs. All three Flex options are considered to be separate, independent elections.

#### Tax Advantages

Western Union intends that the Plan qualifies under Section 125 of the Internal Revenue Code of 1986, as amended, and that the "benefits" you elect to receive under the Plan be eligible for exclusion from income for federal income tax purposes.

As a result, these Flex Accounts offer significant tax advantages because you don't pay Federal and Social Security taxes on the portion of your income that you deposit to your Account(s). Both your deposit amounts to Flex Accounts and payroll deducted contributions are deducted from your salary before taxes. You are taxed only on your remaining salary. The results are less taxable income and Federal income taxes; possibly less Social Security taxes; and, in most locations, less State taxes (except in Alabama, New Jersey and Pennsylvania) and local taxes (in most localities).

#### Limitations

It is important that you understand the advantages—and the limitations—of these Flex Accounts before you decide whether to participate. Because of Federal income tax rules, changes in your deposit amounts to your Flex Account(s) are restricted. These tax rules also require that you forfeit any deposit amounts contributed to your Flex Account(s) but not spent. Therefore, you must estimate your deposit amounts carefully.

#### Company Rights

It is the Company's present intent to provide continued availability of these Flex Accounts, but the Company reserves the right to, in its sole discretion, interpret the provisions of this Plan (in whole or in part) at any time and from time-to-time. This Plan is subject to the Internal Revenue Code and any changes or modifications to the Code relative to Flex Accounts will automatically and immediately modify this Plan. You will be notified of any such changes as appropriate and timely.

#### Participation

Participation in these Flex Accounts is voluntary. You participate by completing a Management Benefit Enrollment form within 31 days of your date of hire or during any subsequent open enrollment period.

#### Eligibility

All regular full-time (working at least 20 hours a week) U.S. based union employees are eligible to participate in these Flex Accounts and to use MedFlex to purchase employee benefits on a pre-tax basis.

## Eligible Dependents

For each of the Flex Accounts, the definition of “dependent” is different:

- For the MedFlex Account, a dependent is anyone you name as a dependent on your Federal income tax return.
- For the Dependent Day Care Flex Account, a dependent is:
  - a child younger than age 13,
  - your spouse or dependents of any age (including parents) residing in your home who are physically or mentally incapable of self-care and dependent upon you for at least 50% of their support.

## When Coverage Begins

The effective date of your participation in the Flexible Spending Accounts may vary depending upon when you enroll:

- If you enroll in one or both of the Flex Accounts during the annual open enrollment, your participation will become effective on the following first day of January.
- If you enroll in one or both Flex Accounts within 31 days of employment of your date of hire, your participation begins on the first day of the month following the date of your employment.
- If you do not participate in one or both of the Flex Accounts during the above opportunities, you must wait until the next open enrollment period to enroll.

## Special Note:

If you participate in one or both Flex Accounts, by IRS regulation, you may not stop, start or change your deposit amounts except under certain situations specific to each Flex Account.

## Recommencement of Coverage

A former active participant of this Plan who revoked election(s) at the time of termination of employment and who returns to active employment during the same Plan Year may recommence participation in the Plan. However, any such employee must continue his prior election(s) for the balance of the Plan Year except as noted under Revocation and Modification of Benefit Election. If such an employee returns to active employment in a new Plan Year, then he may make new elections on the same basis as any new union employee.

# ELIGIBLE FLEX ACCOUNT EXPENSES

## Eligible MedFlex Account Expenses

Expenses eligible for reimbursement through your MedFlex Account include health care expenses incurred by you, your spouse, and your dependents, as long as the expenses:

- Are incurred only during the period of participation in which you make your MedFlex Account deposit amounts.
- Are not reimbursed under any plan maintained by Western Union or by any other source (such as your spouse's group health plan or health care flexible spending account).

Eligible health care expenses include any health care expenses the IRS would allow you to deduct on your Federal income tax return.

You may use MedFlex to pay your share of the cost of health care services or to cover health care expense which exceed your medical or dental plan's allowable charge, including:

- Annual CME Plan deductibles.
- Medical plan, HMO and Mail-Service Pharmacy coinsurance or copayments.
- Health care expenses in excess of the Reasonable and Customary charge limit.
- Dental care expenses in excess of the Plan's allowable fee schedule.

In addition, the MedFlex Account may be used to pay for any medical or dental expenses not covered by those Plans, but considered tax-deductible by the IRS.

The list of eligible MedFlex expenses is lengthy and includes such services as routine physicals, check-ups, well-baby care, and hearing and eye exams.

## EXPENSES NOT ELIGIBLE FOR MEDFLEX REIMBURSEMENT

Expenses incurred for special treatment programs (such as weight reduction), non-prescription drugs, or marriage or family counseling are not eligible for MedFlex reimbursement. Also, health care premiums paid by your spouse for coverage under an employer-sponsored plan or premiums for either you or your spouse for private health insurance are not eligible for reimbursement.

**Special Note:** Cosmetic surgery or treatments of any kind including face lifting operations are not eligible for reimbursement through MedFlex.

### Eligible Dependent Care Flex Expenses

Expenses eligible for reimbursement through the Dependent Care Flex Account include day care expenses for your children, parents or other dependents, as long as the expenses:

- Are incurred during the period of participation and through the end of the calendar year in which you made your Dependent Care Flex Account deposit amounts.
- Are not reimbursed under any plan maintained by any other source (such as your spouse's dependent care flexible spending account).
- Are necessary for you (or your spouse) to work. If you are married, both you and your wife must be working or your spouse must be a full-time student or incapable of caring for himself or herself. (A full-time student is one who is enrolled in a school for the number of hours or classes that the school considers full-time. The student must be enrolled at least five months during the calendar year of your participation.)

Eligible expenses include any dependent day care expense the IRS would allow you to deduct for the dependent day care tax credit on your Federal income tax return. If you are divorced and have custody of your child, the child's day care expenses may qualify even if you do not claim the child as a dependent on your income tax return.

Here are examples of eligible dependent day care expenses:

- Wages or salary paid to a care provider (whether inside or outside your home) caring for your children under age 13, while you and your spouse work or your spouse attends school full-time. The care provider must be age 19 or older and not a dependent. (If the care is provided outside the home, the dependent must spend at least eight hours each day in your home.)
- Day Care for a dependent who is mentally or physically unable to care for himself or herself, regardless of age, and who depends on you for more than one-half of his or her support. (Nursing home expenses or custodial care charges are not eligible.)
- A day care center that provides care for more than six individuals and is paid for the services provided. The center must meet all applicable state and local laws.
- A nursery school, kindergarten or summer program for your children—including lunches and education—until the first grade. (Overnight camp charges are not eligible.)
- Social Security, Federal and State unemployment taxes, workers' compensation, and state disability premiums you pay as the employer of an individual providing dependent day care services. (These taxes must be incurred during the period of participation.)

Amounts paid to a spouse, a family member under age 19, or to an individual you claim as a dependent on your Federal income tax return are not eligible for reimbursement through the account.

## Flex Account Deposits

You can contribute to either or both Flex Accounts in pre-tax dollars. The minimum and maximum amounts you can deposit for the year (excluding your pre-tax contributions for medical and dental coverage) are as follows:

	Minimum	Maximum
MedFlex Account	\$100	\$3,000
Dependent Care Flex Account	\$100	\$5,000

The tax law puts a maximum of \$5,000 per family on the amount you can deposit into the Dependent Care Flex Account. If you and your spouse file separate income tax returns, each of you may deposit up to \$2,500 in a flexible spending account for dependent day care expenditures. If you file a joint tax return, together you may not deposit more than the amount of the lower of your two salaries, even if one of you earns less than \$5,000 per year.

Although you must commit yourself to a specific dollar amount when you enroll, your money will be deposited in equal amounts throughout the Flex Account Plan Year.

## MedFlex Contribution Account

You may pay your payroll-deducted contribution(s) toward the cost of medical and/or dental coverage on a pre-tax basis. NOTE: If you do, this amount is not subject to the MedFlex Account's \$3,000 maximum. It is considered a separate election.

## Changing Your Flex Account Elections

Your Flex Account elections are made on a calendar year basis—they are in effect through December 31st of each year. You may stop, start, increase or decrease contributions only if you or your dependents experience a "change in family status." This is a term used by the Internal Revenue service, whose rules make flexible spending accounts possible and also impose restrictions on them.

According to IRS regulations, family status changes include:

- your marriage or divorce
- birth or adoption of a child
- death of your spouse or child
- a change in your spouse's employment status
- a child ceases to be an eligible dependent
- you or your spouse takes an unpaid leave of absence from employment
- there is a significant change in medical coverage for yourself or your spouse under your spouse's group plan.

If you decide to take advantage of either or both of the Flex Accounts, you should take note that the IRS requires that any money left in either of these accounts at the end of the Plan (Calendar) Year must be forfeited. It cannot be withdrawn as cash or carried over to the next year. The IRS does not allow you to transfer money from one account to another—either during the year or at the end of the year.

**LONG TERM DISABILITY BENEFIT PLAN**

**Effective January 1, 1995**

**Appendix F  
of  
CONTRACT**

**between**

**WESTERN UNION FINANCIAL SERVICES INC.**

**and**

**COMMUNICATIONS WORKERS OF AMERICA  
(AFL-CIO)**

## APPENDIX F

### LONG TERM DISABILITY (LTD) BENEFIT PLAN

#### Eligible Employees

All full-time U.S. based, CWA employees (working 20 hours a week or more) qualify for LTD benefits. Casual part-time CWA employees are not eligible to participate in this Plan.

#### When Coverage Begins

Your LTD eligibility begins the first day of the month on or after your enrollment date. You may enroll for LTD benefits on your first day of work—or within 90 days of that date.

If you fail to enroll within 90 days of becoming eligible (or if you want to re-enroll), the Plan requires proof of good health, which may mean a medical examination at your expense. Your coverage then becomes effective the first of the month on or after the insurance company approved your evidence of insurability.

In all cases, you must be at work on that day. If not, your coverage begins on the first of the month after you return.

#### Contributions

The LTD Plan is voluntary. If you elect to be covered, your cost will be payroll deducted. Your contribution is based on 45 cents per \$100 of covered monthly benefit.

#### When Benefits Are Paid

To receive LTD benefits, you must be totally disabled for a waiting period of 26 consecutive weeks. You are considered totally disabled if illness or injury prevents you from working:

- at your own job during the first two years of benefits, and after that . . .
- any job for which you are qualified by education, training and experience.

Benefits will stop when your disability ends or:

- age 65 if you have completed the waiting period before age 64,
- otherwise after twelve (12) months or age 70, whichever comes first.

Apart from this Plan, you may also qualify for benefits under the Sickness/Disability Benefits Plan before LTD payments start.

#### LTD Plan Monthly Income

Your monthly LTD benefit is 60% of your monthly wages at the time you become disabled, up to a maximum payment of \$15,000 a month.

“Wages” mean your rate of base-pay but does not include overtime or night differential.

Your LTD plan benefit is reduced by any other disability payments you receive or are eligible to receive from Social Security, Workers’ Compensation, the Company or other plans established by law.

#### If You Recover

If you recover completely and return to work full time, you will still qualify for LTD benefits should you become disabled again from the same cause. In the event your disability recurs within 13 weeks, benefits will restart at once. Otherwise, you must complete another 26-week waiting period.

If you are able to do some work, you may still continue to receive LTD benefits. The Plan will provide up to 24 monthly payments, but only if you work at a job designed to rehabilitate you. Such rehabilitative employment must be approved by the insurance company. Under those circumstances, your LTD benefits are reduced by 50% of the pay you earn for that work.

#### Exclusions

The Plan does not cover disabilities due to intentionally self-inflicted injury, war, insurrection or commission or attempted commission of a crime.

**Termination of LTD Coverage**

Your LTD coverage ceases whenever you:

- end your service with the Company;
- reach age 70;
- fail to make the required contributions;
- transfer within the Company to a position not covered by the Plan;
- are laid-off or are on an approved leave of absence for more than two months; or
- go on military leave.

**Benefits Provided By Law**

As mentioned earlier, you may qualify for disability benefits from Social Security and Workers' Compensation as well as from the LTD Plan.

**Social Security**

You are eligible for a Social Security disability if your disability is expected to last more than 12 months (or result in death). Payments begin after you have been disabled for five months. A spouse or unmarried children up to age 16 (under 19 if in high school, or any age if disabled) also qualify for benefits during your disability. A spouse's Social Security benefits stops when the youngest child reaches age 18 unless the spouse is age 62 or older. At that time, the spouse is eligible for a Social Security retirement benefit.

**Workers' Compensation**

If your disability is directly related to an on-the-job cause, you may be covered by Workers' Compensation. This program pays medical expenses and, under certain circumstances, weekly benefits. Since benefit amounts vary state-by-state, you should consult your supervisor or call Human Resources in Montvale, New Jersey (201) 263-5417 for details.

**Claiming Benefits**

You should notify your supervisor as soon as possible after you become disabled. The Company will then provide you with a claim form. Once you and your doctor complete this form, you must return it to the Human Resources Department in Paramus, New Jersey.

This proof must be furnished to the insurance company within 90 days after the start of the period for which LTD benefits are payable.

From time-to-time, the insurance carrier may require a medical examination or other proof of continued disability.

**Plan for  
EMPLOYEES' PENSIONS  
DISABILITY BENEFITS  
and  
DEATH BENEFITS**

**As Deemed Amended by  
The Contract Between**

**Communications Workers of America  
(AFL-CIO )**

**and**

**WESTERN UNION FINANCIAL SERVICES INC.**

**Effective January 1, 1913, with Amendments  
to August 7, 1997**

## **PLAN FOR EMPLOYEES' PENSIONS DISABILITY BENEFITS AND DEATH BENEFITS**

The provisions of this Plan do not apply to employees who are entitled to benefits under the pension schemes of The Anglo-American Telegraph Company, Ltd., and The Direct United States Cable Company, Ltd., nor to employees who are covered by any other Western Union plan.

(See Article 54 of CWA Contract)

### **SECTION 1. OBJECT**

The Company, recognizing the desirability of a fund from which payment to its employees may be made when they are disabled by accident or disease, or when they are retired from service, or in the event of death to their dependent relatives, purposes voluntarily to set aside such a fund to be known as the "Employees' Benefit Fund," subject to the conditions and regulations set forth in the accompanying plan, and in accordance with such plan to administer it.

### **SECTION 2. DEFINITIONS**

- 1) In these Regulations the word "Company" shall mean The Western Union Corporation.
- 2) "President" and "Board of Directors" shall mean the President and the Board of Directors respectively of the Company.
- 3) The word "Committee" shall mean the persons appointed by the Board of Directors to administer the Employees' Benefit Fund in accordance with approved Regulations.
- 4) The word "Employees" shall mean those persons who receive a regular and stated compensation from the Company other than a pension or retainer.
- 5) The word "Fund" shall mean the "Employees' Benefit Fund" as set forth in Section 3 of these Regulations.
- 6) The expression "Term of Employment" shall mean as follows:
  - a) Continuous employment in the service of the Company or of the Company and its absorbed companies; or of the Company and any company with which agreements are in force for interchange of benefits similar to those provided herein.
  - b) Continuous employment in the service of the Company and of the American Telephone & Telegraph Company or its associated and allied companies, provided the employee transferred from the service of the said Telephone Companies to the service of the Company prior to May 1, 1914; or having transferred from the service of the Company to that of the said Telephone Companies subsequent to January 1, 1910, retransferred to the service of the Company prior to May 1, 1915. Employees who have been transferred from one system to the other since January 1, 1910, in connection with joint operating arrangements may be retransferred, without loss of credit for previous service, at any time during the continuation of the particular joint operating agreement affecting their employment.
  - c) Except as otherwise provided in this Paragraph 6, for the purpose of determining both eligibility for a pension and the amount of pension payments under Section 5, on and after January 1, 1976 "Term of Employment" shall mean a period of continuous employment by the Company or a Non-participating Affiliate commencing on the employee's last date of hire and ending on the earlier of (i) the first day of the month following the month in which he attains age 67, (ii) the date on which his employment terminates by reason of retirement or death, or (iii) a break in service.
  - d) For the purpose of Clause (c) above and Section 5, Paragraph 6, a break in service shall occur if an employee's employment by the Company or a Non-participating Affiliate is terminated for any reason and the employee is not reemployed by the Company or a Non-participating Affiliate within 12 months thereafter, provided, however, that solely for purposes of Section 5, Paragraph 6, if an employee's employment is terminated or if the employee is otherwise absent from work because of the pregnancy of the employee, the birth of a child of the employee or the placement of a child with the employee in connection with the adoption of that child by the employee, or for purposes

of caring for that child for a period beginning immediately following such birth or placement, a break in service shall occur only if the employee is not reemployed or does not return to active service prior to the second anniversary of his termination of employment. In the latter case, the break in service shall commence on the first anniversary of his termination of employment. If a break in service occurs, all periods of prior service shall be excluded from an employee's term of employment, except as provided in Section 5, Paragraph 6. If the employee is reemployed within 12 months of his termination of employment the period between his termination and reemployment dates shall be included in his term of employment unless the termination occurs during a period of absence from service, with or without pay, in accordance with the provisions of any applicable collective bargaining agreement, for any reason other than termination of employment and he is not reemployed within 12 months of the first day of such absence, in which case no part of the period between such employee's termination and reemployment dates shall be included.

- e) With respect to a period of leave of absence or layoff, the provisions of Section 9, Paragraphs 6 and 7 shall be applicable in determining the employee's term of employment for purposes of Clause (c) above and in determining whether a break in service has occurred for purposes of Clause (d) above, except that a period of leave of absence or layoff not in excess of 12 months shall be included in the employee's term of employment, in lieu of the six-month period provided in Section 9, Paragraphs 6 and 7.
- f) If an employee is absent from service because of service in the Armed Forces of the United States, and if he returns to service with the Company or a Non-participating Affiliate after having applied to return within 90 days either (i) after having become entitled to release from active duty in the Armed Forces or (ii) after hospitalization continuing for a period of not more than one year after discharge, such absence shall not constitute a break in service and the period of such absence shall be included in the employee's term of employment for purposes of Clause (c) above, provided that he shall not be credited with a period in excess of the period during which he has reemployment rights pursuant to any applicable federal or state law.
- g) Periods of employment by a Non-participating Affiliate and periods between termination and reemployment dates which are includible in an employee's term of employment shall be recognized only for the purpose of determining eligibility for a pension under Section 5, Paragraph 1 and shall be excluded from his term of employment for the purpose of computing the amount of his pension or other benefit under the Plan.
- h) All questions concerning term of employment which call for a determination as to a time on or after January 1, 1985 shall be determined in accordance with the provisions of this Paragraph 6 as restated as of January 1, 1985 and all such questions which call for a determination as to a time prior to January 1, 1985 shall be determined in accordance with the provisions of the Plan in effect at such time.
- i) For the purpose of this Paragraph 6 and Section 5, Paragraph 6, the term "Non-participating Affiliate" shall mean Western Union Corporation and any other company not participating in the Plan which is a component member of a controlled group of corporations (as defined in Section 1563(a) of the Internal Revenue Code but disregarding Section 1563(a)(4) and (e)(3)(C) thereof) which includes the Company as a component member.

7) The term "Spousal Consent" shall mean written consent given by an employee's spouse to an election made by the employee of a specified form of pension or a designation of a specified beneficiary. Such consent shall be duly witnessed by a Plan representative or notary public and shall acknowledge the effect on the spouse of the employee's election. The requirement for spouse's consent may be waived by the Committee in accordance with applicable law.

### **SECTION 3. THE FUND**

1) The Company has made an initial appropriation of \$1,000,000 for the establishment of the Fund and purposes to make further appropriations, by adding to the Fund at the end of each fiscal year such amount as, together with the interest which has been credited as hereinafter provided,

will restore it to the original amount, provided that such addition shall in no year exceed 4% of the Company's payroll. [See Section 54.02 of CWA contract.]

2) The Company shall be the custodian of the Fund, which shall draw interest at the rate of 4% per annum on the average balance and be credited therewith semiannually. The average balance shall be determined by using the balances to the credit of the Fund at the first of each month.

3) An audit of the receipts and disbursements of the Fund shall be made at the end of each fiscal year and a report of such audit shall be published to the employees.

#### **SECTION 4. THE COMMITTEE**

1) There shall be a Committee of six appointed by the Board of Directors to serve during its pleasure, which Committee shall be called the Employees' Benefit Fund Committee. This Committee shall be charged with the administration of the Plan and Fund hereby established.

2) The Committee shall have the specific powers elsewhere herein granted to it and shall have such other powers as may be necessary in order to enable it to administer the Fund in accordance with these Regulations.

3) It shall determine conclusively for all parties all questions arising in the administration of the Plan and the Fund.

4) It shall be empowered to draw from the Company out of the Fund for disbursement according to these Regulations.

5) It shall adopt such By-Laws and rules of procedure as it may find necessary, subject to the approval of the President.

6) It shall be empowered to employ a Secretary and such other assistants as may be required in the administration of the Plan and Fund.

7) The expenses of the Committee in administering the Fund shall be borne by the company.

#### **SECTION 5. PENSIONS**

1. On or after January 1, 1976, retirement on pension shall be as follows:

**Class A.** Any employee upon reaching the age of fifty-five years, and whose term of employment has been twenty years or more, may at his or her own request, or at the discretion of the Committee, be retired from active service and granted a pension.

**Class 80.** Any employee whose term of employment has been twenty years or more, and whose years of age and years of employment (disregarding fractions of years, in determining both age and term of employment) total 80 or more, may at his or her own request be retired from active service and granted a pension.

**Class A and Class 80.** On or after July 28, 1971 in the case of non-negotiable employees and negotiable employees in the area of the bargaining unit represented by the United Telegraph Workers, AFL-CIO, and on or after September 13, 1971 for negotiable employees of the bargaining unit represented by the Communications Workers of America, AFL-CIO, placed on force reduction furlough, credit for service for the first six months following the effective date of force reduction furlough and credit for the accrual of age for a maximum period of four years following the effective date of such furlough will be recognized in determining eligibility for either a Class A or Class 80 pension.

**Class 30.** Any employee whose term of employment has been thirty years or more, and who has become totally disabled as a result of sickness or injury, other than by accidental injury arising out of and in the course of employment by the Company, may at his or her own request be retired from active service and granted a pension.

**Class N.** Any employee upon reaching his normal retirement date, which is the date the employee attains age 65, may, at his or her own request, be retired from active service and granted a pension.

**Class E.** Any employee upon reaching the age of fifty-five years, and whose term of employment has been ten years or more, may at his or her own request be retired from active service and granted a pension commencing at age 65. The employee may elect an immediate reduced pension at any time prior to age 65, subject to reduction by 1/4 percent for each month (3 percent per year) that the employee's age at commencement of pension is less than age 65.

**Class V.** Vested Deferred Retirement—Any employee whose employment by the Company is terminated for reasons other than retirement or death on or after January 1, 1976 and whose term

of employment shall have been 10 years or more or whose term of employment shall have been 5 years or more and who shall have attained the age of 40 years, shall be eligible to receive a vested deferred pension payable upon his attainment of age 65 or on the first day of the month following receipt by the Committee of his application therefor, whichever is later. The amount of the annual vested deferred pension shall be computed in accordance with Section 5, Paragraph 2, on the basis of the employee's term of employment and average annual pay at his date of termination and the benefit formula in effect on that date; provided that, if, on the date of termination, the employee has attained age 40 and his term of employment is five years or more but less than 10 years, the pension shall be equal to the amount computed in accordance with Section 5, Paragraph 2, Clause (b), multiplied by a percentage determined as set forth in the following table on the basis of the number of full years in his term of employment, with the resulting amount payable in accordance with Section 5, Paragraph 2, Clause (a) or Clause (c).

<b>Term of Employment</b>	<b>Vesting Percentage</b>
5	50%
6	55%
7	60%
8	65%
9	70%
10 or more years	100%

Notwithstanding the foregoing, the vesting percentage for a Participant who completes an hour of service on or after January 1, 1989 shall be equal to 100% if his Term of Employment is 5 years or more. A Negotiable Participant's Term of Employment shall include any periods of employment rendered on or after January 1, 1989 for purposes of determining the applicable vesting percentage.

An employee shall be eligible to receive, upon written application to the Committee therefor, a reduced pension commencing on the first day of the month following receipt of such application, under the following conditions: (i) after an employee reaches age 55 or upon his termination of employment, whichever last occurs; or (ii) in the case of an employee who has a term of employment of 20 years or more when his employment terminates, after the date on which his combined years of age and years in his term of employment (disregarding fractions of years in determining both age and term of employment) total 80. If an employee elects to receive a reduced pension, the amount of the pension shall be equal to his Class V deferred retirement benefit commencing at his normal retirement date computed under this paragraph, reduced by 8/12 of one per cent for each of the first 60 months, 5/12 of one per cent for each of the next 60 months and 3/12 of one per cent for each month thereafter by which the date of commencement of the employee's Class V deferred retirement benefit precedes his normal retirement date.

A married employee entitled to, but not in receipt of, a Class V deferred retirement benefit as of August 23, 1984 whose employment was terminated on or after September 2, 1974 but before January 1, 1976, may elect, during the period beginning on August 23, 1984 and ending on the earlier of the date his retirement benefit begins or his date of death, to have his retirement benefit payable on a joint and survivor basis in accordance with the provisions of Section 5, Paragraph 2, Clause (a).

**Class E and Class V.** The Company shall notify each employee who leaves the employ of the Company eligible for a deferred Class E pension or a Class V deferred retirement benefit by mailing within a reasonable time after the employee's termination a statement regarding his or her eligibility. Such statements shall be mailed to the last known address shown on the Company's records.

It shall be the responsibility of each person entitled to a deferred Class E pension or a Class V deferred retirement benefit to file a written request for pension commencement not earlier than eight months prior to the former employee's normal retirement date. If the former employee's employment is terminated after January 1, 1976, and the first installment is payable commencing with the month following the month in which the former employee makes application, a payment equal to the monthly payments which would have been payable between the former employee's normal retirement date and the month in which payments commence shall be made to him within three calendar months following the date of the first monthly payment.

2. The annual pension allowance for each employee retired with a pension on account of age, length of service or disability on or after January 1, 1976 shall be calculated in accordance with clause (a) or (c) below:

- (a) The annual pension payable upon retirement to an employee who is married at the time payments of the retirement pension commence shall be of equivalent actuarial value to a benefit computed pursuant to clause (b) below, and shall be payable during the employee's life, with the provision that after his death an allowance at one-half the rate of the benefit payable to the employee shall be paid during the life of, and to, his spouse.
- (b) Prior to its reduction as set forth in clause (a) above, the benefit shall be computed as a pension payable for the life of the employee equal to 1 percent ( 1.3 percent for employees who retire or terminate service on or after August 1, 1982) of his average annual pay during the five consecutive years of his term of employment in which he was paid the highest rate of wages, multiplied by the number of years in his term of employment. For purposes of this Clause (b), average annual pay shall include for the period from January 6, 1985 through July 27, 1985 such amounts which would have been paid to an employee as base wage or fixed salary but for the Company's adoption of a 10 percent wage reduction effective for the period hereinabove described.
- (c) If the employee is not married on the date his retirement pension commences, the annual retirement pension shall be equal to the benefit determined in clause (b) above.
- (d) The normal retirement date for each employee shall be the date on which the employee attains age 65.
- (e) On or after January 1, 1979 subject to applicable law the mandatory retirement age for each employee shall be age 70.
- (f) If any employee remains in service after his normal retirement date, upon retirement his pension shall not be less than the sum of (i) the retirement pension which would have been payable had he retired on his normal retirement date and (ii) the equivalent actuarial value of the payments of the employee's pension which would have been paid to him, had he retired on his normal retirement date, for any month of service after his normal retirement date for which he receives payment from the Company or a Non-participating Affiliate for less than eight days of service during the month.

An employee reaching mandatory retirement age on or subsequent to January 1, 1979 shall retire on the first day of the month following the month in which he reaches mandatory retirement age. The term of employment for pension purposes shall be reckoned by excluding from the computation "any service" after the last day of the month in which an employee reaches age 67.

3. Any employee who retires or terminates service on or after January 1, 1976 shall receive a minimum pension, which prior to any modification by reason of payments continuing to a spouse or beneficiary after the death of the employee, and prior to the application of a vesting percentage shall be \$100.00 per month (\$200.00 per month for any negotiable employee in the area of the bargaining unit represented by the United Telegraph Workers, AFL-CIO, who retires or terminates service on or after July 28, 1980); (\$300.00 per month for any negotiable employee in the area of the bargaining unit represented by the United Telegraph Workers, AFL-CIO, who retires or terminates service on or after August 1, 1982); provided that, if the employee's term of employment is less than 20 years, such minimum pension shall be reduced in the ratio which the number of years of his term of employment bears to the greater of (a) 20 years or (b) the number of years he would have had in his term of employment if he had continued in service to age 65.

4. Pensions shall be payable monthly or at such shorter periods as the Committee may determine in each case. If the present value of any pension or deferred retirement benefit amounts to less than \$3,500, the Company may pay to the person, upon the date the pension or deferred retirement benefit becomes payable, a lump sum payment of equivalent actuarial value to such benefit. The equivalent actuarial value shall be determined by using an interest rate assumption equal to the interest rate used by the Pension Benefit Guaranty Corporation for valuing immediate annuities for single employer plans terminating during the calendar month immediately preceding the employee's retirement or other termination of service.

5. Pensions granted on or after January 1, 1976 to employees retired on account of age or length of service shall continue from date of retirement to and including date of pensioner's decease except that if the pensioner is survived by a spouse to whom he was married at the time the pension commences the provisions of Paragraph 2, Clause (a) of Section 5 shall be applicable and if a pensioner has elected an optional benefit, the provisions thereof shall apply. In the case of a pensioner to whom the above exceptions do not apply, at the discretion of the Committee, and then only in the event that the provisions of Paragraph 7 of Section 5 do not apply, the pension for the full month in which the pensioner died may be paid to a relative or other person upon whom the expense of the pensioner's funeral may fall; provided, however, that the amount of payment beyond the date of decease shall not exceed \$25 in any one case.

6. With respect to Section 5 of the EBF Plan, if any former employee is restored to service he shall again be covered under the EBF Plan. Any such employee who was not entitled to a vested deferred pension at the date of his initial termination of service and whose period while not employed by the Company after his termination did not exceed the greater of (a) five years or (b) his term of employment at the time of such termination, shall have the years of service in his term of employment rendered on or after January 1, 1976 to which he was previously entitled restored to him. However, if an employee had a break in service commencing prior to January 1, 1985 and if, on December 31, 1984, the break in service rules as in effect on such date would not require any service to be taken into account had such employee returned to service from such break in service as of December 31, 1984, the provision of Clause (a) in the preceding sentence shall not operate to restore such service on or after January 1, 1985. Any such employee who was entitled to a vested deferred pension or a deferred Class E pension at the date of such termination of service shall have the years of service in his term of employment at the date of termination restored to him. Notwithstanding the foregoing, if any former employee who is restored to service completes 10 years of continuous service immediately prior to the date of his retirement or subsequent termination of service, all of the years of service in his term of employment prior to his previous termination of service shall be restored to him, provided that years of service for any period of employment for which a member received severance pay, inclusive of any lump sum settlement received in accordance with Option 6 of Section 13 of the EBF plan, shall not be restored. Upon retirement or upon subsequent termination of any former employee restored to service, his retirement pension or vested deferred pension shall be based on his compensation and his years of service in the term of employment before the period when he was not an employee to the extent it has been so restored, and his compensation and his years of service in his term of employment after his restoration to service, provided that if he has not completed 10 years of continuous service immediately prior to the date of such retirement or subsequent termination of service his pension shall be computed as the sum of two amounts, one of which shall be based upon the retirement pension accrued during the term of employment restored to him to the date of his initial termination of service, under the provisions of Section 5 as then in effect, and the other shall be the pension based on his compensation and term of employment after his restoration to service. Notwithstanding the foregoing, if upon his initial termination of service a member received a lump sum settlement in lieu of a vested deferred pension his term of employment prior to his initial termination of service (a) shall not be recognized upon his restoration to service if his initial termination of service occurred prior to January 1, 1976, or (b) shall be recognized, upon his restoration to service if his initial termination of service occurred on or after January 1, 1976, only for the purpose of determining eligibility for benefits under the Plan and not for the purpose of computing the amount of any benefit, unless he repays to the Plan, over a period of not more than two years, the amount of such lump sum settlement with interest thereon at the rate of 5 per cent per annum to the date of repayment; provided that, if such lump sum settlement was equal to the full present value of his accrued benefit at the time of his initial termination of service, such repayment shall be subject to approval by the Committee under rules uniformly applicable to all employees similarly situated, and if such repayment is not so approved his term of employment prior to his initial termination of service shall thereafter be disregarded for the purpose of computing the amount of any benefit.

(NOTE: Effective July 28, 1976, the term of employment for employees in the UTW bargaining unit shall include all periods of employment with The Western Union Telegraph Company and the former Postal Telegraph Company, exclusive of any period of employment for which an employee received severance pay prior to January 1, 1976, or in conformance with Section 23.01 of the July 28, 1973 contract as amended January 1, 1976, and the Plan shall be deemed amended accordingly. Otherwise, all terms of this section will be applicable.)

7. Whenever at the death of a pensioner it is found that the amount of death benefit that would have been payable under Section 8 of the Plan had the pensioner's decease occurred while still in active service is greater than the aggregate of the pension payments made from the date of his retirement to the date of his decease, such excess shall be paid as a death benefit to the pensioner's beneficiaries, subject to the limitations and conditions as to dependency, filing of claims and method of payment provided in Section 8 of the Plan.

If there be no such excess, a pension granted under any of the conditions described in these Regulations may be continued to dependent relatives for a period which shall not extend beyond the end of the third calendar month following the death of the pensioner; the aggregate of such payments shall, however, in no case exceed \$100.

8 (a). In the case of the death on or after August 23, 1984 of a married employee in active service after he has met the requirements for a Class V deferred retirement benefit or has attained age 65 or in the case of the death of a married former employee who retired on a deferred Class E pension or whose employment was terminated on or after August 23, 1984 after he had met the requirements for a Class V deferred retirement benefit, but before his pension begins, a spouse's pension shall be payable to his surviving spouse. Payment shall begin on the employee's normal retirement date or on the day immediately after his date of death, if later. However, if the employee's date of death occurs prior to his normal retirement date, the spouse may elect to receive payment of the pension in the same amount commencing (i) in the case of the spouse of an employee who was entitled to an immediate retirement pension, on the day following the employee's date of death, or (ii) in the case of any other spouse, on the earliest date the employee could have elected benefit commencement under Section 5, Paragraph 1, or the day following the employee's date of death, if later. Upon retirement or other termination of service, the pension payable to an employee and the pension payable to his spouse after his death, if applicable, shall be reduced by the applicable percentage for each month in the period prior to the commencement of his pension during which the provisions of this Paragraph 8 are in effect with respect to such employee. The applicable percentage shall be 1/80 of 1% per month prior to age 45, 1/40 of 1% per month between age 45 and age 55, and 1/15 of 1% per month after age 55 for former employees who have terminated their employment after having met the requirements for a Class V deferred retirement benefit, former employees who have retired on a deferred Class E pension, during the period, if any, before such pension begins, and 1/20 of 1% per month for employees in active service, including employees in receipt of a Class D pension, who have completed the eligibility requirements for an immediate pension. No such reduction shall be made with respect to any period of coverage while an active employee prior to the date he meets the eligibility requirements for an immediate pension.

(b) The spouse's pension shall be equal to the pension which would have been payable to the spouse under Section 5, Paragraph 2, Clause (a), based on the employee's accrued benefit as of the date of his death, if (i) in the case of an employee who dies after meeting the eligibility requirements for a Class A pension, Class N pension, Class 80 pension or a Class E pension, the employee had retired on the day before his death, or (ii) in the case of any other employee, the employee elected to have his pension begin at the earliest date provided under Section 5, Paragraph 1 or on his date of death, if later, and then died on the next following day.

(c) An employee may waive the spouse's pension coverage at any time between the first day of the calendar year in which the employee first completes the age and service requirements for an immediate pension and the date pension payments commence. In the event an employee terminates service, he may waive the coverage with respect to his pension accrued to his date of termination beginning on that date. A waiver of the spouse's pension shall be effective only upon the receipt by the Committee of spousal consent.

(d) The Committee shall provide a notice of the spouse's pension to each employee within the three year period immediately preceding the first day of the calendar year in which the employee first completes the age and service requirements for an immediate pension or, if earlier, at the time the employee terminates employment with entitlement to a Class V deferred retirement benefit.

(e) An employee who is not in receipt of a pension as of August 23, 1984, who completed at least one hour of service on or after January 1, 1976 and who terminated service before August 23, 1984 having a Term of Employment of 10 years or more with a right to a Class V deferred retirement benefit may elect the spouse's pension coverage commencing as of January 1, 1985. The election under this Clause (e) may be made during the period beginning on August 23, 1984 and ending on the earlier of the date the former employee's pension payments begin or his date of death.

(f) Notwithstanding the foregoing provisions of this Paragraph 8, in the case of an employee who has met the eligibility requirements for a Class E pension or a Class V deferred retirement benefit and who accepts layoff and elects severance pay in accordance with the provisions of Section 23.01(b) of the August 27, 1985 Contract, the spouse's pension as described in Clauses (a) and (b) above shall be payable to his spouse in the event of his death after the end of the force reduction notice period and prior to the date his pension commences. No reduction shall be made in the pension payable to the employee or to his spouse for such spouse's coverage with respect to the period of coverage commencing on the date the employee receives the first installment of severance pay and ending on his resumption of Company service.

## **SECTION 6. ACCIDENT DISABILITY BENEFITS**

1) All employees of the Company on January 1, 1913, and thereafter shall be qualified to receive payments under these Regulations on account of physical disability to work by reason of accidental injury (not including the accidental injuries specified in Paragraphs 12 and 13 of Section 9 of these Regulations) arising out of and in the course of employment by the Company. Such payments are hereinafter referred to as Accident Disability Benefits.

2) Accident Disability Benefits shall be as follows:

- a) Total Disability—Full pay for any period of total disability during the first thirteen weeks of disability, and half pay for any period of total disability after the first thirteen weeks of disability; provided, however, that after the expiration of six years of disability payments, the benefits shall not exceed Twenty Dollars a week. (See also Section 54.20 of 1968 UTW Contract.)
- b) Partial Disability—For any period of partial disability during the first thirteen weeks of disability, 100% of the difference between full pay at time of injury and wages which, in the judgment of the Committee, the employee is capable of earning; for any period of partial disability after the first thirteen weeks of disability, 50% of the difference between full pay at time of injury and wages which, in the judgment of the Committee, the employee is capable of earning; provided, however, that no payments for partial disability shall be made after the expiration of six years of disability payments.

“Full pay” and “half pay” for the purposes of this paragraph shall be based upon the employee's rate of pay for full time service, not including overtime, at the time the disability began. In respect of cases where the disability began prior to May 1, 1947, accident disability benefits on account of total disability shall be paid at “half pay” for the period prior to May 1, 1947, in conformity with the existing Plan and at “full pay” beginning May 1, 1947, for any remaining period of the “full pay” schedule as provided by the amendment; and accident disability benefits on account of partial disability shall be paid at 50% of the difference between full pay at the time of injury and wages which, in the judgment of the Committee, the employee is capable of earning, for the period of disability prior to May 1, 1947, in conformity with the existing Plan, and at 100% of such difference beginning May 1, 1947, for any remaining part of the first thirteen weeks of disability.

3) If after a period of total disability the disability becomes partial or after a period of partial disability the disability becomes total, the amount of the benefits shall be changed accordingly.

4) In ascertaining the period during which Accident Disability Benefits shall be paid, the period of disability shall be taken as commencing upon the first day on which, because of disability, a full day's wage is not paid. Successive periods of disability from accident shall be counted together if from the same accident and separately if from different accidents.

5) Accidental injuries shall be considered as arising out of and in the course of employment only where the injury has resulted solely from accident during and in direct connection with the performance of duties in the service of the Company to which the employee is assigned or which he is directed to perform by proper authority or in voluntarily protecting the Company's property or interests. There must be a clear and well established history of the cause and circumstances of injury accidentally inflicted and the cause must be sufficient to produce the alleged injury and there must be satisfactory evidence that such injury renders the employee unable to perform his duty in the service of the Company.

6) In case of accidental injury to an employee arising out of and in the course of employment by the Company, resulting in permanent loss of a bodily member or loss of its use, special benefits, in lieu of all other benefits on account of such injury, may be awarded by the Committee, provided, however, that such special benefits shall not exceed the payment hereinafter authorized to be paid in case of death from accidental injury, except by specific authority from the Board.

7) In case of accidental injury to an employee arising out of and in the course of employment by the Company, the necessary expenses for "first aid" may, on approval of the Committee, be charged to the Fund. In addition the Committee will pay for necessary surgical treatment, but no employee shall have authority to contract any bills against the Company or the Committee and nothing herein shall be held to mean or imply that the Committee will be responsible for such bills as an employee may contract or his surgeon may charge. Bills for surgical treatment must be itemized before they will be considered by the Committee. The decision as to whether in any case surgical treatment was necessary and as to what constitutes surgical treatment shall rest with the Committee. At its discretion the Committee may authorize payment from the Fund of other expenses necessary for the proper care and treatment of the employee during such period as the Committee may determine.

8) Employees shall not be qualified to receive accident disability benefits for time for which any wages are paid them by the Company.

#### **SECTION 7. SICKNESS DISABILITY BENEFITS**

1) All employees of the Company on January 1, 1913, or thereafter shall, after a term of employment of two years, be qualified to receive payments under these Regulations on account of physical disability to work by reason of sickness. Such payments are hereinafter referred to as Sickness Disability Benefits, and shall terminate when disability ceases and shall in no case extend beyond the periods hereinafter mentioned. For the purposes of these Regulations, sickness shall include injury which does not arise out of or occur in the course of employment by the Company. However, it is not the intent or purpose of this Plan that the Company should pay for loss of wages where employees not engaged in or about their work are injured through the fault of financially responsible third parties, without repayment in cases where the injured employees recover damages from those responsible for their injuries. Therefore, when an employee is injured under such circumstances that there is or may be a right of action on his part against a responsible third party, in order to relieve distress, the Committee may through the regular and proper channels advance to the injured employee sickness benefits as hereinafter provided on the condition that the employee so injured signs an agreement in form approved by the Company's counsel, whereby the employee agrees out of any sums recovered by him for or on account of his claim against the party or parties claimed to be legally liable for his injuries, either by way of compromise or in payment of a judgment, to repay to the Company the amount received by him under the Plan, so far as the net amount recovered after payment of legal fees and court costs shall enable him to do so and the circumstances, in the opinion of the Committee, warrant. This Section is subject, however, to the exceptions stated in Paragraph 12 of Section 9 of these Regulations.

2) Sickness Disability Benefits shall be as follows:

- a) If term of employment has been 10 years or more—Full pay 13 weeks; half pay 39 weeks.
- b) If term of employment has been 5 to 10 years—Full pay 13 weeks; half pay 13 weeks.
- c) If term of employment has been 2 to 5 years—Full pay 4 weeks; half pay 9 weeks.

"Full pay" and "half pay" for the purposes of this paragraph shall be based upon the employee's rate of pay for full time service, not including overtime, at the time the disability began. In respect of cases where the disability began prior to May 1, 1947, sickness benefits shall be paid at "half pay"

for the period prior to May 1, 1947, in conformity with the existing Plan and at "full pay" beginning May 1, 1947, for any remaining period of the "full pay" schedule as provided by the amendment.

3) Sickness disability benefits shall begin on the eighth calendar day of absence on account of disability, provided, however, that if an employee has received sickness disability benefits for any period and is again absent on account of sickness within two weeks after the termination of such period any benefits on account of such further sickness shall begin on the first day of absence instead of on the eighth day.

4) Successive periods of sickness disability shall be counted together as one period in computing the period during which the employee shall be entitled to benefits, except that any sickness occurring after an employee has been continuously engaged in the performance of duty for thirteen weeks shall be considered as a new sickness and not as part of any disability which preceded such period of thirteen weeks.

5) Employees shall not be qualified to receive sickness disability benefits for time for which any wages are paid them by the Company.

6) Extended Sickness Disability Benefits—Class D Pension.

Any employee who has become totally disabled as a result of sickness or injury, other than by accidental injury arising out of and in the course of employment by the Company, and whose term of employment has been fifteen years or more, may, at the discretion of the Committee and with the approval of the President or of a designated Vice-President, be retired from active service and granted a pension. If a pension is granted it shall be for such period as the Committee may determine, and if at any time during such period the employee recovers sufficiently to resume active service, the pension may be discontinued. Effective August 1, 1982 the annual benefit allowance for each employee granted a Class D pension shall be equal to 1.3 percent of his average annual pay during the five consecutive years of his term of employment in which he was paid the highest rate of wages, multiplied by the number of years in his term of employment. The term of employment and average annual pay for Class D pension purposes shall be reckoned by excluding from the computation "any service" after the last day of the month in which an employee reaches age 67. (In the case of non-negotiable employees and for negotiable employees in the area of the bargaining unit represented by the United Telegraph Workers, AFL-CIO, on a Class D pension on or after July 28, 1971, and for negotiable employees of the bargaining unit represented by the Communications Workers of America, AFL-CIO, on a Class D pension on or after September 13, 1971 whose term of employment has been 19 1/2 years or more, credit for service for the first six months following the effective date of Class D pension and credit for the accrual of age for the period during which the pension is payable will be recognized in determining eligibility for either a Class A, Class 80 or Class 30 pension.) In addition, for purposes of this Paragraph, average annual pay shall include for the period from January 6, 1985 through July 27, 1985 such amounts which would have been paid to an employee as base wage or fixed salary but for the Company's adoption of a 10 per cent wage reduction effective for the period hereinabove described. As a condition to reemployment upon discontinuance of a Class D pension, at the discretion of the Committee an employee may be required to execute a waiver for a limited period, to be fixed by the Committee in each case, of all claims for sickness benefits which might thereafter accrue from the disability on account of which he was placed on a Class D pension, but the waiver shall not be a bar to eligibility to retirement on pension (including Class D). Should there be no such disability during the life of the waiver, upon its expiration he shall become eligible for sickness benefits under these regulations. Any period of absence on pension under this regulation shall be considered as a leave of absence and not as a break in the continuity of the employee's service.

Effective August 8, 1994, the foregoing Class D Pension benefit provision shall be limited to employees on Class D pension as of August 8, 1994, and the following provisions shall be applicable:

Employees drawing Class D pensions as of August 8, 1994, may, at the Company's discretion, receive an annuity for their entire Class D benefit or be transferred to the regular pension rolls (Class A, 80 or N), if eligible, and employees so transferred shall have the right to elect any optional form of pension available under the Pension Plan including the post-retirement spousal annuity protection and shall be eligible to continue health care coverage at the prevailing active employee rates until the scheduled expiration of the Class D benefit. To the extent that the regular pension entitlement may be lower than the amount being paid as a Class D pension, the difference (including

the post-retirement spousal annuity protection reduction) will be paid by the Company until the scheduled expiration date of the Class D benefit.

Employees drawing Class D pensions as of August 8, 1994, who are not yet eligible for an immediate payable pension may, at the Company's discretion, receive an annuity for their entire Class D benefits or be continued (grandfathered) on the Class D pension rolls until the scheduled expiration of the Class D benefit, or eligibility for Class A, 80 or N pension. Grandfathered Class D recipients will be classified as active employees for health care plan purposes and shall be eligible to continue pre-retirement spousal annuity coverage without cost to the employee or spouse.

#### **SECTION 8. DEATH BENEFITS\***

\*[Effective as of January 1, 1961, the Employees' Benefit Plan shall be deemed amended by deleting all reference to death benefits except those resulting from accidental injury arising out of and in the course of employment by the Company.]

1) In the event of the death of any employee, resulting from accidental injury on or after January 1, 1913, arising out of and in the course of employment by the Company, there may be payable to the employee's beneficiaries, as provided in Paragraph 3 of this Section (subject, however, to the conditions elsewhere imposed in these Regulations) a Death Benefit which shall equal three years' wages, as hereinafter in this Section defined, but which shall in no case exceed Fifteen Thousand Dollars (Effective July 28, 1982, \$50,000.00 for any negotiable employee in the area of the bargaining unit represented by the Communications Workers of America, AFL-CIO).

2) In the event of the death of any employee, on or after January 1, 1913, resulting from sickness as defined in Paragraph 1 of Section 7 of these Regulations, if the employee's term of employment has been five years or more there may be payable to the employee's beneficiaries as provided in Paragraph 3 of this Section (subject, however, to the conditions elsewhere imposed in these Regulations), a Death Benefit, the amount of which shall be:

- a) If employee's term of employment has been 10 years or more; one year's wages as hereinafter in this Section defined.
- b) If employee's term of employment has been 5 to 10 years; six months' wages as hereinafter in this Section defined.
- c) The maximum Death Benefit in any such case shall be Two Thousand Dollars.

Notwithstanding the foregoing provisions, from and after January 1, 1961, nothing shall be payable under this Paragraph 2 except in respect of a person on pension prior to June 1, 1960.

3) The Death Benefit, in case of an employee's death by either accident or sickness, shall be paid only to a dependent or to dependent's beneficiary or beneficiaries or personal representative, of the employee, and such payment shall be made in the following order; provided, however, that upon written application of an employee, and good cause shown, the Committee may authorize a change in such order of payment, but no persons other than the beneficiaries herein designated shall receive payment on account of such benefit:

First: To the wife (or husband) of the employee, if dependent upon him (or her) for support.

Second: If there be no wife (or husband) of such employee living at the time of employee's death, then to such child or children of the employee, and such issue of any deceased child, as were dependent upon such deceased employee for their support at the time of his or her death, in equal shares, such issue of said deceased child, if any, to take equally among them the share said deceased child would have taken if living.

Third: If there be no children or issue of deceased children dependent upon the employee as aforesaid, then among such other relatives, if any, as were dependent upon the deceased employee for support at the time of his death, and in such proportions as the Committee may decide.

Fourth: If there be no payment made pursuant to the provisions of clauses first, second or third hereof, the death benefit shall be payable to the estate of the deceased employee. In case notice in writing of the existence of such wife, husband, child, issue of a child, dependent relative, beneficiary or personal representative shall not be served on the Committee within six months after such employee's death, it shall be treated as conclusive that there are no such persons in existence.

4) All claims for death benefits must be made in writing within six months from the date of the death on which the claim is based.

5) A part of a death benefit, not exceeding Two Hundred Dollars, may be paid before the final settlement, to meet urgent expenses incident to the death and preceding disability of an employee, to be deducted from the total amount upon final payment.

6) If any of the persons to whom the death benefit is payable are incompetent to give authority for such payments, or cannot be found, or are in a foreign country, or for other reasons cannot be conveniently communicated with, the Committee may make such payments, as a part of the death benefit, as in its judgment may be reasonable, for the proper burial of the deceased employee and the payment of necessary expenses incident to his death and disability immediately preceding.

7) If an employee dies during disability from accident or sickness, the death benefit which may be payable shall not be subject to deduction of previous payments of disability benefits.

8) Death benefit shall not be payable in the case of any person who dies after he has ceased to be an employee of the Company, unless such person became disabled by reason of accident or sickness while an employee and continued disabled until death to such a degree as to be unable to engage in any gainful occupation, and provided that death occurred within one year from the time such person ceased to be an employee. In the last-named cases death benefits may be payable provided the employee has not been pensioned and provided the Committee has been furnished, from time to time, such proof of continued disability as it may require, and provided the Committee has been permitted to make or have made, by a physician, such examination of the disabled person as it may deem necessary in order to ascertain his condition.

9) "Wages" for the purposes of this Section shall mean wages for full time service (not including overtime), computed at the employee's rate of pay at the date of death, provided, however, that if the employee normally serves the Company on less than a full time basis, benefits in case of death from sickness shall be computed on the basis of the time constituting the employee's normal service under his contract of hiring.

## **SECTION 9. GENERAL PROVISIONS**

1) Neither the action of the Board of Directors, in establishing a system of benefits, nor any action hereafter taken by the Committee shall be construed as giving to any officer, agent or employee of the Company a right to be retained in its service, or any right or claim to any pension allowance, if discharged from its service, and the Company expressly reserves its right and privilege to discharge at any time any officer, agent or employee when the interests of the Company in its judgment may so require, without liability for any claim for benefits or other allowance other than salary or wages due and unpaid.

2) Assignment of pensions or other benefits under these Regulations will not be permitted or recognized.

3) Every regular employee who was covered under the provisions of Section 5 on December 31, 1975 shall continue to be covered as of January 1, 1976. Every other regular employee shall be covered as of the first day of his employment. An employee whose date of employment was on or after the first day of the month following the 62nd anniversary of his birth, however, shall not be eligible to be covered under the provisions of Section 5.

4) In all questions relating to the term of employment and rates of pay of employees, the decision of the Committee, based upon these Regulations and upon the records of the Company, shall be final, provided, however, that as to service prior to January 1, 1913, the Committee shall have discretion to base its decisions upon the general intent of these Regulations and upon such information as may be obtainable.

5) Any absence from the service without pay, other than absence during a period of disability benefits, or leave of absence or temporary lay-off as defined in Paragraphs 6 and 7 of this Section, shall be considered as a break in the continuity of service, and persons re-employed after such a break shall be considered as new employees and the term of employment reckoned from the date of such re-employment.

6) Leave of absence for the purposes of these Regulations shall mean leave granted in conformity with rules of the Company as adopted from time to time. Leave of absence shall not constitute a break in continuity of service, but in the case of any such absence of more than six months' duration, the period of absence in excess of six months shall be deducted in computing the term of employment. An employee shall not be qualified to receive benefits on account of disability

incurred while on leave of absence, except at the discretion of the Committee. For the purposes of this paragraph, ordinary vacation with pay will not be considered a leave of absence. Absence on account of disability in respect of which no disability benefits are paid, either because of the ineligibility of the employee or because of the termination of benefits, will not be considered a break in continuity of service, but whenever such absence extends for a period of more than six months the excess over six months will be deducted in computing term of employment.

7) Temporary lay-off on account of reduction of force, shall not be considered as a break in the continuity of service, but when the period of absence from such cause exceeds six months in any twelve consecutive months, the period of the absence in excess of six months' duration shall be deducted in computing term of employment, and all subsequent periods of lay-off shall be so deducted until the employee shall have been continuously engaged in the performance of duty for a period of two consecutive months. A period of lay-off shall not be considered as temporary unless the employee is re-employed within such period as the rules of the Company, as adopted from time to time, may require, not in any case exceeding four years. If the employee is not thus re-employed, the continuity of his service shall be deemed to have been broken. No benefits under these Regulations shall be payable during a period of lay-off.

8) Every employee who shall be absent from duty on account of sickness or injury must at once notify his immediate superior, and the employee shall not be qualified for benefits for time previous to such notice, unless delay shall be shown to have been unavoidable and satisfactory evidence of disability is furnished.

9) A claim for disability benefits, to be considered, must be made in writing and must reach the disabled employee's immediate superior within thirty days from the date of accident or from the first day of absence on account of sickness.

10) A disabled employee shall not be qualified to benefits if he declines to permit the Committee to make or have made by its physician, from time to time, such examination as the Committee may deem necessary in order to ascertain the employee's condition, or if he fails to give proper information respecting his condition, or if he prevents the necessary examination by absenting himself from home without arranging with the Committee, or giving satisfactory reasons for not doing so and furnishing the necessary evidence, or if he fails to comply with notice to meet the representatives of the Company, at its offices or elsewhere, when his condition and location permit of his doing so.

11) Disabled employees must take proper care of themselves and have proper treatment. Benefits will be discontinued to employees who refuse or neglect to follow the recommendations of the Committee.

12) In case of disability or death directly or indirectly due to intoxication or to the use of alcoholic liquors as a beverage or to the use of stimulants or narcotics or to unlawful acts or immoralities or to fighting, unless in self-defense against unprovoked assaults or to other encounter such as wrestling or scuffling, or to injury received in any brawl or in any liquor saloon, gambling house or other disreputable resort, or to the willful intent of the employee to injure another, or to venereal disease, except that in the case of venereal disease, upon approval of both the Benefit Fund Committee and the Medical Director, an employee found to have a satisfactory service record and having been in the employ of this Company for a number of years, may be granted disability benefits, and, in case of death, the usual benefits shall be extended to his family, no right to benefits under these Regulations shall exist.

13) Death or disability resulting from infection of a cut, abrasion, scratch, puncture, or other wound not immediately disabling and not reported at the time of the occurrence causing the injury, or from sunstroke or frostbite, shall not be classed as due to accident.

14) Benefits and other claims upon the Fund shall be paid out in conformity with the financial methods of the Company and on orders of or bills prepared by the Committee or such other persons as may be designated by the Committee.

15) Disability benefits will ordinarily be paid at the same intervals of time as would govern the payment of wages to the employee if he were in the performance of duty, but at the discretion of the Committee benefits on account of continued disability may be paid monthly and on account of disability for short periods when the amounts are ascertained. Disability benefits will be paid as

soon as possible after the claim is filed by the employee, and, upon request by the employee, an advance payment of an approved claim will be made when payment for a claim is not forwarded promptly.

16) In case of any grave injury or chronic sickness, if the employee requests that a lump sum be paid in full settlement of all claims against the Employee's Benefit Fund and against the Company on account of such injury or sickness, the Committee may, in its discretion, make full and final settlement with the employee by commuting the benefit payments into a single lump sum payment.

17) Disability benefits remaining unpaid at the death of an employee may be paid to the person or persons entitled to receive the death benefit, and in like proportions.

18) Benefits payable to an employee unable to execute a proper receipt may be paid to a relative or other proper person, selected by the Committee, to use for the benefit of the employee and the receipt of such person shall be a sufficient discharge.

19) After an employee has received the maximum Sickness Disability Benefits herein provided for an employee of his term of employment, he shall not be eligible to further benefits on account of sickness until he shall have performed his duties as an employee of the Company for a continuous period of thirteen weeks. In case of chronic sickness or sickness which in the judgment of the Committee is likely to result in recurring disability, the employee, after having received the maximum sickness benefits provided in these Regulations, may be retained in the service of the Company only on condition that he executes a waiver for a limited period, to be fixed by the Committee in each case, of all claims for sickness benefits which might thereafter accrue on account of the particular sickness or chronic condition. If an employee who has received Sickness Disability Benefits shall subsequently become disabled by reason of accidental injury arising out of and in the course of employment by the Company, or if an employee who has received Accident Disability Benefits shall subsequently become disabled by reason of sickness, the period during which benefits are payable on account of such subsequent disability shall not be affected by the preceding period of disability. Whenever an employee shall have received recurring sickness benefits to such an extent that, in the judgment of the Committee, the payment of further sickness benefits to such employee for subsequent illness would constitute an undue burden on the Benefit Fund, even though the employee may not have received maximum benefits for any one sickness, the Committee, with the approval of the President, or a Vice President, may require that such employee, as a condition of continuing in the service, execute a waiver for a stated period of all claims for sickness benefits which may accrue during such period, and in such case no sickness benefits shall be payable during the life of the waiver except in the Committee's discretion.

20) Benefits shall not be payable for both accident and sickness at the same time to the same person.

21) Granting a pension to an employee or retiring him from employment without a pension during a period of disability benefits shall not terminate or decrease his disability benefits. Granting a pension during a period of disability benefits, however, shall not qualify the employee for any payments on account of the pension while the disability benefits continue, unless the amount of the pension is greater than the amount of the disability benefits, in which case only such amount shall be paid on account of the pension as may be necessary to make the total amount paid to such employee on account of the disability benefits and the pension equal to the amount he would have received if the pension alone had been paid.

22) "Rate of Pay" as used in these Regulations shall mean the time rate at which the employee is qualified to receive payment for services under the contract of hiring, provided, however, that if the employee's compensation is ordinarily computed on other than a time basis, the employee's average compensation (not including premiums, bonuses or compensation for overtime) for so much of the preceding three months as he has been in the service of the Company, may be taken as determining the rate of pay, provided the rate thus computed is not less than the employee's time rate.

23) If an employee of the Company is an employee also of one or more other companies which have adopted plans for employees' pensions, disability benefits and death benefits similar to that herein described and which have entered into arrangements with the Company, directly or indi-

rectly, for an interchange of the benefit obligations to which the companies may be subject under such plans, any pension, disability benefits or death benefits to which such employee or his beneficiaries may become qualified under the plans shall be computed on the basis of the total combined pay which the employee is receiving from all such companies and, except in the case of injury or death due to accident arising out of and in the course of employment by any of such companies, shall be pro-rated among the companies on the basis of the pay the employee was receiving from each company, and the Company shall only pay its share thus determined. Any maximum or minimum amounts fixed by these Regulations for pensions, disability benefits or death benefits shall apply to the total amount payable by all companies and not to the portion payable by the Company.

24) The acceptance of any benefits from the Employees' Benefit Fund by an employee or his beneficiary or beneficiaries, on account of injury or death, shall operate as a release and satisfaction of all claims for damages arising from or growing out of such injury or death whether directly against the Company or against any other company or person whom this Company is under obligation by contract or otherwise to indemnify, and further, in the event of injury to or death of an employee, no benefits shall be due or payable unless and until there shall be delivered to the Committee good and sufficient releases from the beneficiary and any other persons from whom the Company or its Committee may demand such release, of all claims against the Employee's Benefit Fund, or against the Company, or any other companies or persons in whose favor said company or its Committee may demand that said releases shall run. An employee shall not be qualified to receive accident disability benefits under these Regulations if election to accept such benefits, as above provided, is not made within sixty days after injury, or within such greater time as the Committee shall, by resolution duly entered on its records, fix for the making of such election.

25) Should claim other than under these Regulations be presented or suit brought against the Company or against any other company with which arrangements have been made, directly or indirectly, for interchange of benefit obligations, as described in Section 10 of these Regulations, for damages on account of injury or death of an employee, nothing shall be payable under these Regulations on account of such injury or death except as provided in Paragraph 26 of this Section: provided, however, that the Committee may in its discretion and upon such terms as it may prescribe, waive this provision if such claims be withdrawn or if such suit be discontinued.

26) In case any judgment is recovered against the Company or any settlement is made of any claim or suit on account of the injury or death of an employee, all or part of the sum paid in settlement or to satisfy the judgment shall, on approval of the Committee, be charged to the Fund, provided, however, that the entire amount charged to the Fund on account of the injury or death of any employee shall not exceed the sum which would have been charged to the Fund if payments on account of the injury or death had been made as disability or death benefits under these Regulations. If the amount payable under these Regulations is greater than the amount paid as aforesaid, the difference between the two amounts may, in the discretion of the Committee, be distributed in accordance with these Regulations, except that no party to any such suit against the Company shall be entitled to any portion thereof.

27) In case any benefit or pension shall be payable under the laws now in force or hereafter enacted of any State or Country to any employee of the Company or his beneficiaries under such laws, the excess only, if any, of the amount prescribed in these Regulations above the amount of such benefit or pension prescribed by law shall be the benefit or pension payable under these Regulations, and any payment which may have been made under these Regulations shall nevertheless be considered as having been made under such state law and the acceptance of any payment hereunder in such circumstances shall constitute a discharge pro tanto of any obligation existing under such state law and shall be credited thereon and the employee shall upon request execute and deliver any receipt which may be required under such state law. Notwithstanding the foregoing, in respect of accidents occurring on or after January 1, 1948, arising out of and in the course of employment by the Company, where benefits are otherwise payable under this Plan, any excess of current periodic benefits specified in Section 6 of this Plan over the amount of current periodic compensation payments required by law may be paid and such excess so paid shall not become a credit against any subsequent payments required by workmen's compensation law for said injury. In those cases where because of differences in the beneficiaries, or differences in the time or method of payment, or otherwise, whether there is such excess or not is not ascertainable by mere comparison but

adjustments are necessary, the Committee in its discretion is authorized to determine whether or not in fact any such excess exists, and in case of such excess, to make the adjustments necessary to carry out in a fair and equitable manner the spirit of the provision for the payment of such excess. Notwithstanding the foregoing provisions in this Paragraph, on and after June 1, 1954, the deduction from any pension of a Western Union pensioner shall be limited to one-half of the full "old age insurance benefit" payable under the Social Security Act (or comparable benefit in other countries) payable at the time the employee goes on pension and such deduction cannot be increased.

However, there shall be substituted with respect to the categories of employees indicated, in lieu of the fraction "one-half" in the preceding sentence, the following percentages as of the effective dates specified (for the purpose of which the applicable deduction for an employee whose pension was made effective prior to June 1, 1964 is determined by the Union contract status as of June 1, 1964 of his job title and location at the time of retirement):

a) For negotiable employees in the area of the bargaining unit represented by the United Telegraph Workers:

Effective June 1, 1964—33 1/3%

Effective June 1, 1968—29%

Effective June 1, 1969—13%

b) For negotiable employees in the area of the bargaining unit formerly represented by the American Communications Association and represented as of June 1, 1966 by the Communications Workers of America.

Effective June 1, 1964 — 43% with respect to pensions made effective prior to June 1, 1964 or 25% with respect to pensions made effective on and after June 1, 1964

Effective June 1, 1968—33 1/3% with respect to pensions made effective prior to June 1, 1964

Effective June 1, 1969—13% with respect to all pensions

c) For non-negotiable employees, percentages as stated in clause a) above as of the effective dates stated in said clause; and effective June 1, 1970, there shall be no deduction from any pension of a Western Union pensioner on account of the "old age insurance benefit" payable under the Social Security Act (or comparable benefit in other countries).

In the case of an employee going on pension prior to eligibility for Social Security Benefits (or comparable benefit in other countries), such deduction shall begin when the pensioner's Social Security payments (or comparable benefit in other countries) begin and shall be determined on the basis of what his Social Security Benefits (or comparable benefit in other countries) would have been had he been eligible for such benefits at the time of going on pension. Notwithstanding the foregoing provisions in this paragraph, neither the survivor's insurance benefit nor the lump sum death benefit payable under the Social Security Act shall be deducted from Western Union death benefits.

The amounts payable by the Company under any law as aforesaid, whether paid directly to the employee or his beneficiaries, or to any other persons, or to any company, commission or State, to provide for the payment of such benefits or pensions shall, on approval of the Committee, be chargeable to the Fund.

A payment made to an employee or his beneficiaries by or under the authority of the laws of any State or Country shall be deemed to be a compensation pension or other benefit payable under the laws of such State or Country within the meaning of this paragraph, whether the payment shall be made directly by the Company or out of a fund under the custody and control of the State or a State board to which the employee as well as the Company may have contributed.

## **SECTION 10. INTERCHANGE OF BENEFIT OBLIGATIONS**

Agreement has been made between the Company and American District Telegraph Company (New Jersey) and its subsidiaries; between the Company and the 195 Broadway Corporation; between the Company and Mexican Telegraph Company with certain qualifications; and between the Company and Stock Quotation Telegraph Company with certain qualifications, for interchange of benefit obligations to which said companies may be subject, under plans similar to that herein.

## **SECTION 11. ORDER OF APPLICATION OF FUND** (See Article 54 of CWA Contract).

If in any year the estimates of the Committee indicate that the Fund may not be sufficient to make the payments provided by these Regulations they shall report to the Board of Directors the estimated shortage, and if the Board of Directors fails to make an extra appropriation to cover the shortage, then the employees shall be informed as to the facts and the available funds shall be applied:

First: To the payment of Pensions already granted.

Second: To the payment of Pensions to be granted during the year in accordance with the Regulations.

Third: To the payment of Accident Death Benefits.

Fourth: To the payment of Accident Disability Benefits.

Fifth: To the payment of other Death Benefits.

Sixth: To the payment of Sickness Disability Benefits.

## **SECTION 12. CHANGE IN REGULATIONS**

The Committee, with the consent of the President, may from time to time make such changes in these Regulations as in its judgment will more effectually carry out the purpose expressed therein.

## **SECTION 13. OPTIONAL FORM OF PENSION**

1. If a married employee does not file an election for an optional form of benefit, such employee shall, automatically, have a benefit payable in accordance with Section 5, Paragraph 2, Clause (a) of the EBF Plan which provides that the pension shall be payable during the employee's life, with the provision that after his death a pension at the rate of 50 per cent of his pension shall be paid during the life of, and to, his spouse. Such pension payable to a married employee shall be equal to the amount computed pursuant to Section 5, Paragraph 2, Clause (b) of the EBF Plan adjusted, on an actuarially equivalent basis, to take into account the benefit that would be payable to the employee's surviving spouse in the event of his death. The retirement pension payable to an employee who is not married on the date his retirement pension commences is payable for the employee's life with no pension payable after his death, unless an optional form of benefit is elected. If a married employee or an employee who is not married prefers to have his retirement pension payable on a different basis, such employee may, by written notice received by the Committee prior to the date of commencement of his retirement pension, elect to convert his retirement pension otherwise payable to him after retirement into an optional benefit of equivalent actuarial value, in accordance with one of the options named below; provided that, if the beneficiary selected is other than the employee's spouse, the value of the retirement pension payable to the employee under the option shall in no event be less than 51 per cent of the total value of the benefits payable under the option to the employee and his beneficiary. In the event of the election of Option 2, 3, 4, or 5, if the notice is received by the Committee not less than six months prior to the date of commencement of his retirement pension, the election of the optional benefit shall become effective on the date his retirement pension commences. If such election is received by the Committee at any later date, but prior to the date of commencement of his retirement pension, it shall become effective 60 days after his retirement pension commences. An election of Option 1 may be made at any time prior to the commencement of the employee's pension; provided that, if the employee has filed with the Committee more than 90 days prior to the commencement of his pension a written request for detailed information as to the amount of his pension either without optional modification or under Option 1, the period during which an election of Option 1 may be made shall be extended, if necessary, to include the 60 days following receipt by the employee of such information. An election of Option 1 shall become effective on the date the employee's pension commences, except that if such notice is received by the Committee after the pension commences, but prior to the end of the period for making such election, if such period is extended as provided above, the election shall become effective on the first day of the month following receipt of such notice. For the election of Option 6 the written notice of election shall be deemed to be filed with the Committee upon application for severance pay.

**Option 1**—A retirement pension payable for the employee's life, with no pension payable after his death; or,

**Option 2**—A modified retirement pension payable during the employee's life, with the provision that after his death it shall be paid during the life of, and to, the contingent beneficiary nominated by him by written designation duly acknowledged and filed with the Committee when he elected the option; or,

**Option 3**—A modified retirement pension payable during the employee's life, with the provision that after his death a pension payable at the rate of 75 per cent of his modified pension shall be paid during the life of, and to, the contingent beneficiary nominated by him by written designation duly acknowledged and filed with the Committee when he elected the option; or,

**Option 4**—A modified retirement pension payable during the employee's life, with the provision that after his death a pension at the rate of 50 per cent of his modified pension shall be paid during the life of, and to, the contingent beneficiary nominated by him by written designation duly acknowledged and filed with the Committee when he elected the option; or,

**Option 5**—A modified retirement pension payable during the employee's life, with the provision that after his death a pension payable at the rate of 25 per cent of his modified pension shall be paid during the life of, and to, the contingent beneficiary nominated by him by written designation duly acknowledged and filed with the Committee when he elected the option; or,

**Option 6**—A lump sum settlement of equivalent actuarial value to the pension otherwise payable, provided that the employee was placed on layoff status prior to July 28, 1985.

The modified pension payable to the pensioner (but not to the designated contingent beneficiary) as set forth in the above options is subject to reduction under the provisions of Paragraph 27 of Section 9 of the Plan as if an optional form of pension had not been elected.

2. An election of Option 1 may be revoked by the employee, by written notice filed with the Committee at any time prior to the date of commencement of the pension, or prior to the end of the period during which an election of Option 1 may be made, if extended as provided in Paragraph 1 above. An election of Option 2, 3, 4, or 5, may be revoked or changed by the employee, by written notice filed with the Committee, prior to the date of commencement of the pension, but if such written notice is received by the Committee less than six months prior to such date, such revocation or change shall not be effective until 60 days after the date of commencement of the pension; except that:

- a) If the employee dies before the date his pension commences, his election shall automatically be revoked.
- b) An employee may change any designation of beneficiary by filing written notice with the Committee not later than 30 days prior to the date his pension commences, except that if the beneficiary last designated dies less than 60 days before the date the employee's pension commences the employee may designate a new beneficiary at any time prior to said date.
- c) If the beneficiary last designated dies before the date the employee's pension commences, his election shall automatically be revoked.

3. Notwithstanding the provisions of Paragraphs 1 and 2 above, a married employee's election of any option which does not provide for monthly payments to his spouse for life after the employee's death, in an amount equal to at least 50% of the monthly amount payable under the option to the employee, shall be effective only if spousal consent to such election is received by the Committee.

4. The Committee shall furnish to each married employee within a reasonable time, but more than 90 days, prior to the commencement of his retirement pension a written explanation in non-technical language of the terms and conditions of his retirement pension without optional modification, the financial effect upon the employee's retirement pension of electing Option 1 in lieu thereof, the rights of the employee's spouse as provided in Paragraph 3 above, and the right of the employee to make, and to revoke, an election under this Section 13.

5. The expression "equivalent actuarial value" shall mean equivalent value when computed on the basis of such rates of interest and tables as shall have been last adopted by the Committee. The fact that a pension is subject to reduction under the provisions of Paragraph 27 of Section 9 of

the Plan shall not be considered in determining its actuarial value unless the amount of reduction equals or exceeds the reduced amount of pension that would be payable to the pensioner pursuant to the option which he has elected.

6. In the case of a pensioner who retires on an optional form of pension elected as provided in this Section, the provisions of Paragraphs 5 and 7 of Section 5 of the Plan shall have no application; but whenever at the date of death of his designated contingent beneficiary, or at his death if no designated contingent beneficiary survives him, it is found that the amount of death benefit that would have been payable under Section 8 of the Plan (had pensioner's death occurred while he was in active service) is greater than the aggregate of the pension payments made to him from the date of his retirement to the date of his death and made to his designated surviving contingent beneficiary thereafter to the date of the latter's death, then such excess shall be paid as a death benefit to such of the pensioner's beneficiaries (as determined in accordance with Paragraph 3 of Section 8) as are then living subject to the limitations and conditions as to dependency (applied as of the date of the pensioner's death), filing of claims and method of payment prescribed in Section 8 of the Plan; provided that if no such beneficiary is then living, such excess shall be payable to the estate of the pensioner or if he has been survived by his designated contingent beneficiary, to the estate of the latter.

7. The provisions of the first sentence of Paragraph 3 of Section 5 of the Plan (relating to minimum pensions), while applicable in the determination of the amount of a Class A, Class 80, Class 30, Class N, Class E, or Class V pension prior to conversion into an optional form of pension, shall not be applicable to the reduced amount of pension payable to the pensioner or his designated beneficiary pursuant to such conversion.

8. The provisions of Paragraph 2 of Section 9 of the Plan (relating to assignment of pensions) shall not be applicable to the election of an optional form of pension as provided in this Section.

9. For the purposes of Section 11 of the Plan, an optional form of pension elected as provided in this Section shall upon the retirement of the pensioner be deemed a Pension, and nothing in this Section shall otherwise affect the provisions of Section 11 of the Plan.

## NOTES

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