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K#: **5770**

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Location: **OR WA**

Union: **International Brotherhood of Electrical Workers (IBEW)**

Local: **89**

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K#5770 2200 eg

AGREEMENT
between

225 PO

9/30/03

and

Local Union 89
I.B.E.W.

Verizon
Northwest Inc.

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ARTICLE 1
TERM OF AGREEMENT

1.1 WHEREAS, there has existed a Collective Bargaining Agreement between the Company and the Union; and WHEREAS, it is the desire of the parties hereto to enter into a new Agreement, NOW, THEREFORE, the parties hereby do mutually contract and agree with each other as follows:

1.2 This Agreement represents a complete and final understanding between the Company and the Union, and it shall be effective as of 12:01 a.m., May 19, 2002, and remain in full force and effect through May 28, 2005, and thereafter from year to year unless at least sixty (60) days prior to said expiration date, or any anniversary date thereafter, either party gives written notice to the other of its desire to terminate or modify any or all of its provisions.

1.3 Notices permitted or required to be served by one party upon the other party under the provisions of this Agreement shall be sufficiently served for all purposes herein, when mailed by certified mail, postage paid to the Business Manager, Local Union No. 89, I.B.E.W., P. O. Box 2330, Everett, Washington 98203, for service upon the Union; and to the Labor Relations Manager, Verizon Northwest Inc., P.O. Box 1003, Everett, Washington 98206, for service upon the Company, and the date of the receipt of such notices shall be the controlling date for the purposes hereunder. Each party shall promptly inform the other party of any change in the addresses set forth in this Section.

ARTICLE 2
RECOGNITION

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

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

2.2 The Union agrees to act fairly and impartially for all employees for whom it shall be the bargaining agency.

2.3 The Company agrees to meet with the properly accredited officers, representatives, and/or committees of the Union on all questions or grievances arising hereunder.

2.4 The parties hereto agree that they and their successors and assigns shall be bound by the terms and conditions of this Agreement.

2.5 This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date of the amendment, and be executed in the same manner as is this Agreement.

2.6 It is agreed that no change in the Agreement resulting from the amendments made herein shall cause any reduction in wage rates of present employees in the classifications affected.

2.7 In the event that any provision of this Agreement shall at any time be made invalid by applicable legislation or be declared invalid by any court of competent jurisdiction, such action shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not made invalid shall remain in full force and effect.

2.7.1 The parties mutually agree to recognize and comply with the Americans with Disabilities Act.

ARTICLE 3
UNION SECURITY

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

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

3.2 This provision shall not be construed as denying the Company the right to hire its employees regardless of whether such employees are members of the Union, but it is the intent that the new employees herein covered shall be required to become members in good standing in the Union on the thirty-first day following employment. The Union will be allowed a fair amount of time during the new-hire orientation to present applicable Union issues. The hiring department is responsible for notifying the Union not less than one (1) week before the orientation session.

3.3 The Company agrees to deduct Initiation Fees and regular monthly Union Dues from the pay of its employees and pay to the Local Union No. 89 such amount as is authorized in writing by the employee on a form acceptable to the Company. The Company agrees to make this deduction from the first payroll period of each month and to send a check for the total amount, together with a list of the individuals' names for whom the deductions were made to the Financial Secretary, as designated by the Union, on or before the first day of the following month. This authority shall be revocable by the employee by notice in writing delivered by mail to the Labor Relations Representative of the Company and the Financial Secretary of the Union.

3.3.1 The Union agrees to correct any errors made by the Company in the deduction of Union dues. This shall include overpayments, underpayments, or refunds.

3.3.2 The Union agrees that the Company assumes no responsibility in connection with deduction of Dues and Initiation Fees except that of forwarding monies deducted as set forth in this Article. The Union shall indemnify the Company and save the Company harmless from any and all claims against the Company for amounts deducted and withheld from earnings.

ARTICLE 4
UNION RIGHTS

4.1 When the Local Union requests time off for an employee for Union activities, in addition to regular time off, the employee shall be granted such requests if such time off will not inconvenience the operations of the Company or increase its operating expenses, provided further that such employees shall receive no compensation from the Company for such time off.

4.2 An employee appointed or elected to office in the Union which requires all of the employee's time shall not lose any established seniority with the Company and shall be granted a leave of absence upon application for the period the employee holds office in the Union.

4.3 With the exception of entering Company premises during the term of this Agreement, no employee covered hereunder shall be required as a condition of employment to pass through any picket line recognized by the I.B.E.W.; except that in the event of an emergency, the employee may be allowed to pass the picket line by special permission of the striking Union.

4.3.1 Informational pickets shall not be construed as "recognized" pickets.

4.4 A copy of this Agreement shall be posted on the bulletin boards in all departments of the Company by the Union or its representatives where it may be readily referred to by employees.

4.5 The Company agrees to permit the Union to use a reasonable reserved space for the purpose of posting officially sanctioned Union bulletins and notices upon the bulletin boards which are furnished by the Company.

ARTICLE 5
EMPLOYEE RIGHTS AND RESPONSIBILITIES

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

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

5.2 The Union agrees for its members who are covered by this Agreement that they will individually and collectively perform loyal and efficient work and services, that they will use their influence and best efforts to protect the property of the Company and its service to the public, and that they will cooperate in promoting and advancing the welfare of the Company and the protection of its service to the public at all times

5.3 Employees are prohibited from using Company equipment for personal or non-Verizon use.

5.4 The Company and the Union agree that in the administration and enforcement of this Agreement they will cooperate to promote harmony and efficiency among all the employees of the Company. Provisions of this Section shall not in themselves be subject to the arbitration proceedings where no other specific terms of the Agreement are alleged to have been violated.

5.5 It is agreed that neither the Company nor the Union will discriminate against any employee because of race, religion, color, age, sex, sexual orientation, handicap, national origin, or veteran's status.

ARTICLE 6
EMPLOYER RIGHTS

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

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

ARTICLE 7
DEFINITIONS

7.1 **Employee.** Any person covered by this Agreement, including those classified as Regular or Temporary and excluding contractors.

7.2 **Regular Employee.** An employee selected for continuous employment. A regular employee may be either full-time or part-time status.

7.3 **Full-Time Employee.** An employee normally scheduled to work forty (40) hours per week.

7.4 **Part-Time Employee.** An employee normally scheduled to work less than forty (40) hours per week as outlined in Section 23.1.1. Regular part-time employees may, at management's discretion, be reclassified to full-time status, with employee concurrence, when the need exists for continuous regular full-time work. Accredited service will be adjusted per the Memorandum of Agreement. Labor Relations must be included in any reclassifications.

7.5 **Temporary Employee.** An employee hired to work for a period of up to 2,080 hours to fill a specific requirement, unless the employee is hired for a special project in which case the duration will not exceed eighteen (18) months. Extension of the time frames described herein must be requested in writing and mutually agreed to between the Company and Union. During the temporary employment period the Company may, at its option, relocate or dismiss such employee.

7.5.1 Temporary employees become eligible for wage progression, medical/dental, and life insurance after 1,040 straight time hours of work and pension credit after 1,000 straight time hours of work. Seniority and all other rights, including the probationary period, become effective when and if a temporary employee becomes regular without a break in service.

7.6 **Calendar Week.** A consecutive period of seven (7) days, the first of which is Sunday.

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

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

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

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

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

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

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

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

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

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

ARTICLE 8
DISCIPLINE

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

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

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

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

ARTICLE 9
GRIEVANCES

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

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

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

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

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

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

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

9.5 **Step 2.** If the grievance is not settled at Step 1, the employee(s) or the Union Representative may, within seven (7) calendar days after receipt of the Company's written response to the Step 1 Meeting, submit a request in writing to Labor Relations for a Step 2 Meeting with the appropriate Labor Relations Representative. The Department Head or his/her designated representative may also choose to attend. The Step 2 Meeting must be scheduled or take place within seven (7) calendar days from Labor Relations' receipt of the Step 2 request. The Company shall provide the Union Representative a written response to the Step 2 Meeting within ten (10) calendar days after the date of the discussion.

9.6 Time frames for any step of the grievance procedure may be extended with mutual agreement between the parties. The Union and Labor Relations may mutually agree to waive steps of the grievance procedure. Such waiver shall be in writing.

9.7 Failure of either party to meet the time limits provided will result in default unless the time limits are extended by mutual agreement. Timeliness concerning written instruments shall be measured from the postmarked date of the properly addressed written instrument or from verified date of hand delivery. If default occurs, the grievance will be settled in favor of the non-defaulting party, as to the issue(s) identified and the employee(s) named in the grievance.

9.8 In order to facilitate the proper handling of grievances, including attending an issue resolution meeting, the local Shop

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

ARTICLE 10
ARBITRATION

10.1 There may be differences of opinion as to the interpretation of this Agreement, and it is the desire of the parties hereto to have these addressed as quickly and efficiently as possible. To this end the following rules shall apply:

10.2 All grievances which concern provisions of this Agreement between the Company and the Union not settled through direct negotiations may be submitted to an Arbitrator after all steps in the grievance procedure, as set out in Article 9, have been completed.

10.3 It is mutually agreed between the Company and the Union that prior to a request for an arbitration panel, the Business Manager and Labor Relations Manager and/or their designated representatives will have an undocumented discussion at the request of either party to determine if a potential solution exists. Any extension of the timelines in this Article must be in writing and signed by the Labor Relations Manager and Business Representative.

10.4 After receipt of the answer to Step Two of the grievance procedure, the Union shall have fifteen (15) business days to ascertain the merits of the grievance. Within these timelines the Union must notify the Company in writing that it is withdrawing the grievance or submit a request for a panel of arbitrators and simultaneously notify Labor Relations. At any time after receipt of the letter of intent to arbitrate, the responding party may demand that the party seeking arbitration request a panel of arbitrators within five (5) business days of the demand.

10.4.1 If, following receipt of the request for arbitration, the parties are unable to agree upon an arbitrator, application shall be made within ten (10) calendar days by the party seeking arbitration to the Federal Mediation and Conciliation Service for a panel of eleven (11) arbitrators. The arbitrator shall be

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

10.4.2 If at any point in the grievance or arbitration procedure the Union withdraws from the issue, the grievant shall have seven (7) calendar days to continue the grievance on his/her own in accordance with Section 9.2.1.

10.5 The initial meeting before the arbitrator shall take place at the earliest date agreeable to the arbitrator and the parties.

10.6 It is agreed that no lawyer or legal advisor to either party shall be eligible to act as an arbitrator under the terms of this Agreement.

10.7 The arbitrator, who shall function in a judicial and not a legislative capacity, shall have only such jurisdiction and authority as is specifically granted to him/her by this Agreement. The arbitrator shall be limited to determining whether or not the Company (or Union) has violated or failed to apply the specific provision or provisions of this Agreement as initially presented in the grievance. The arbitrator shall have no power to destroy, change, add to, or delete from any of the specific terms of this Agreement. The arbitrator shall be required to provide his/her decision in accordance with the express language of this Agreement. Grievances not processed in accordance with the provisions of this Agreement shall not be subject to arbitration. Any matter coming before the arbitrator which is not within his/her authority, function and jurisdiction, as herein defined, shall be rejected by him/her on that basis without any further decision or recommendation. The arbitrator may not award any relief which imposes any obligation upon the Company (or Union) with respect to any period of time either before the effective

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

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

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

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

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

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

ARTICLE 11
JOB BIDDING & CLASSIFICATION CHANGES

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

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

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

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

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

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

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

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

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

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

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

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

Wage Groups 1, 2, 2C, & 3 = 12 Months
Wage Groups 4, 5, 5A*, 5C, 6, & 6C* = 18 Months
Wage Groups 7, 8, 9, & 10 = 24 Months

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

Except:

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

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

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

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

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

1. Surplus employees being laterally transferred within thirty-five (35) miles in accordance with Section 12.1.2.

1a. Employees exercising voluntary work relocations as outlined in the Employment Extension Opportunities Memorandum of Agreement.

2. Employees exercising layoff rights, per Section 13.5 of the Reduction in Force Article, who request the vacancy.

3. Employees displaced as a result of a grievance/arbitration settlement reversing job selection and failed bidders in accordance with Section 11.8(c) and (e).

4. Employees not performing their job satisfactorily after having been given a reasonable break-in period and employees failing to complete required training, in accordance with Sections 11.8(b) and 11.8.1.

5. Employees who have been work relocated under Sections 12.1.3 or 12.1.4.

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

6. Employees who have recovered from their disability as determined in Section 11.10 who bid their original job classification.

7. Disabled employees who are unable to perform their present job. Wage rates will be adjusted in accordance with Sections 27.11 and 27.11.1.

8. Employees whose positions are designated to be eliminated by Technological Change or Change in Methods of Operation within one (1) year.

9. "Affected class members" whose selection would improve/correct Affirmative Action underutilization.

10. Regular employees who submit a bid.

11. Temporary employees who submit a bid and employees within their probationary period.

12. All other bidders, including other Verizon Northwest employees outside this collective bargaining agreement, system transfers, management bidders, and external applicants.

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

11.6 Those candidates not selected for the job will be notified, in writing, by management of the reason(s) for not being selected and the name of the successful candidate. Notification of awarded vacancies will be forwarded to the appropriate Union Business Representatives. Such notification shall be provided within ten (10) calendar days following the selected candidate's acceptance of the job offer.

11.7 When an employee accepts a placement as provided for in this Article, there will be no obligation on the part of the Company to reimburse travel or moving expenses except as provided in Article 13.

11.8 **Failed Bidder.** When an employee bids into any position in which he/she has no previous experience, the employee shall be given a reasonable break-in period with an experienced person in that position and/or adequate instruction.

a) If, after a reasonable break-in period, the employee is not performing the job satisfactorily, the employee will be assigned to any vacancy similar in nature to the job held prior to the change.

b) If such vacancy does not exist, the employee will be assigned to any job in the department where previously assigned and issued a priority 4 bidding letter for three (3) months.

c) If the employee has not successfully bid to a regular position at the end of the three (3) months, the bidding status will be changed to priority 3 for an additional three (3) months.

d) The priority 3 and 4 time limits will be suspended if the department is in a hiring freeze. The rate of pay for the employee so affected will be the base rate held prior to the first transfer.

e) If the employee has not successfully bid to a regular position at the end of these two three (3) month periods, the Company may place the employee in any position which he/she is able to perform, if available, or the employee may elect to go on an unpaid leave of absence with a continuation of priority 3 bidding.

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

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

11.9.1 A priority 7 bid letter shall be issued within thirty (30) days of the partial disability status being established by an appropriate health professional. The Union shall be copied on the priority bid letter. The employee will be required to make a regular job change by the end of the four (4) month light duty assignment. If no regular job change has been achieved, the light duty assignment may be extended, if available, or the employee may be offered a leave of absence for up to six (6) months or be separated from employment and placed on the recall list.

11.9.2 During the four (4) months of light duty assignment the employee will be compensated at his/her last rate of pay regardless of regular or temporary job classification. At the end of the four (4) months, the employee's wage rate will be adjusted in accordance with Sections 27.11 and 27.11.1.

11.10 When it is determined by medical opinion that an employee is no longer disabled, the employee will be eligible to bid on his/her original job classification under Section 11.5(6) as vacancies in the original classification become available. Employees so returned will have their wage rate adjusted in accordance with Sections 27.11 and 27.11.1.

11.11 Management employees shall return to the bargaining unit only by bidding on posted vacancies or due to general force reduction.

ARTICLE 12
WORK RELOCATION

12.1 When the Company determines that conditions require a Work Relocation (defined as a lateral transfer in the same classification to maintain continuity of employment), the following procedure shall be followed:

12.1.1 The Company will endeavor to notify the affected employee and the Union, four (4) weeks, but under no circumstances less than two (2) calendar weeks, prior to any work relocation. The notification shall include the names(s), job classification, current work location, effective date, department, and address of location to which employee is being relocated.

12.1.2 The employee(s) affected in the surplus classification will be offered work relocations (same classification and status [full-time/part-time]) within thirty-five (35) miles. If sufficient qualified volunteers are not available, the Company may force work relocate employee(s) in reverse seniority order provided the employee(s) has/have the qualifications to perform the job. Such work-relocated employee(s) shall not be force relocated again within a ninety (90) day period. If a surplus employee refuses a work relocation offered by the Company under this Article, such employee will be considered to have voluntarily resigned.

12.1.3 An employee work relocated for the purpose of continuity of employment shall, for a period of two (2) years, be given priority 5 bidding opportunity for any vacancy or addition in the same classification in the employee's prior headquarters, posted or not.

12.1.4 If the classification no longer exists in the employee's prior headquarters, the employee shall be given priority for any posted vacancy which the employee is qualified to perform in the prior headquarters for a period of two (2) years. The filling of such vacancies is subject to Article 11.

ARTICLE 13
REDUCTION IN FORCE

13.1 When the Company determines that conditions require a reduction in force (defined as a reduction in the number of employees in a classification and status [full-time/part-time], in a workgroup, in a permanent headquarters) volunteers may be reclassified from full-time to part-time if such change in status would help alleviate the surplus condition. Prior to a force reduction, the Company may offer other employment opportunities as described in the Employment Extension Opportunities Memorandum of Agreement. If there are not adequate volunteers or a reduction is still required, the reduction will be conducted in accordance with procedures that follow.

13.2 The Company will endeavor to notify the Union four (4) calendar weeks, but under no circumstances less than two (2) calendar weeks, prior to any layoff. The notification shall include the name(s), classification, work location, and seniority

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

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

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

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

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

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

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

Washington Division
Pacific Cascade Division

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

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

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

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

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

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

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

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

2. same status (full-time/part-time) in the employee's present classification and Operating Division or the least senior employee in the classification and Operating Division.

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

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

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

13.8 Employees must exercise their bumping rights during the ten (10) business days prior to the effective date of the layoff and are limited to submitting one (1) bump request at a time. Supervisors must respond promptly to National Staffing and the employee on all bump requests to ensure that employees have ample opportunity to exercise their bumping rights during the ten (10) business day period (usually Monday-Friday). The Company shall endeavor to respond to the employee within twenty-four (24) hours, including consideration for available vacancies.

13.9 Employees who are bumped shall be accorded the same rights as the employees who were initially affected by the layoff, with the exception of those rights specified in Section 13.7(2).

13.10 A person bumped shall have priority 5 bidding status in returning to the same classification and workgroup for a period of one (1) year from date of displacement without time and grade restrictions. After one (1) year, time and grade restrictions would apply.

13.11 In the application of Sections 12.1.3, 13.6, and 13.7, the Company reserves the right to retain permanently disabled employees for whom significant job accommodations have been previously made.

13.12 A recall list comprised of laid off individuals will be established by the Company. The Company shall offer re-employment (within thirty-five [35] miles and in any other geographic areas suitable to the individual) in classifications previously held and for which the individual is presently qualified to perform, before hiring new employees. If accepted, the waiting period for wage progression, medical,

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

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

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

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

a) The layoff allowance for full-time individuals will be two (2) weeks' pay for each full year of accredited service. The layoff allowance for part-time individuals will be calculated on a part-time prorate basis per Section 27.7 for each full year of accredited service.

b) The layoff allowance will be based on the individual's basic wage rate. Layoff allowance shall be paid on a bi-weekly basis. A lump sum payoff allowance option may be offered at the Company's sole discretion.

c) All payment will cease upon recall or re-employment with the Company or another Verizon Company, upon proof that the individual has persuaded a customer of Verizon Northwest Inc. to abandon its service and subscribe to that of a competitor, or when the individual commences receiving unemployment compensation. If an individual who has received a lump sum layoff allowance is re-employed or recalled and the number of weeks since the effective date of leaving is less than the number of weeks' pay upon which the layoff allowance was based, the amount paid to the employee for the excess number of weeks shall be considered as an advance to the employee by the Company; and the repayment of this amount shall be made at the time of re-employment or through payroll deduction each payroll period at the same rate of at least ten percent (10%) per week of the employee's basic weekly wage rate until the amount is fully paid.

d) The above mentioned benefits shall constitute the total Company benefit or obligation to the laid off individuals, and in no event shall any individual receive a total of more than two (2) weeks' pay for each year of accredited service.

13.13.1 Whenever an individual who has received layoff allowance (is subsequently recalled or re-employed) is again laid off, the layoff allowance will be computed on the basis of total accredited service less bi-weekly payments previously received. If an employee who has been laid off and given a lump sum layoff allowance is subsequently recalled or re-employed and again laid off, the layoff allowance in the case of the subsequent layoff shall be based upon the length of continuous service since the date of last re-

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

13.14 When a regular employee is awarded a vacancy with priority 2 during a reduction in force and the new headquarters is sixty (60) miles away or greater, the Company will reimburse the employee for actual, reasonable costs, in accordance with Company policy/procedure, if the employee moves his/her residence approximately one (1) hour round trip closer per day to the new location (recognizing traffic patterns may vary) within four (4) months of the reporting date as follows:

13.14.1 Travel of employee and family to the new location (mileage, meals and lodging).

13.14.2 Moving of household goods and personal effects (packing, unpacking, cartage and appliance handling).

13.14.3 Three (3) days excused absence with pay to make necessary arrangements of personal affairs. At the employee's request, the supervisor will make reasonable efforts to allow the employee the option to take up to two (2) additional days of excused absence as personal holiday(s), day-at-a-time vacation, or excused unpaid.

13.14.4 In every case, however, the Company will reserve the right to name the agency which will be used to move the employee's household goods and personal effects, and to prescribe the form of transportation which shall be used for the employee and family, if the Company is expected to pay such costs. The Company will not make any changes in Company policy/procedure which would diminish the relocation allowance without the approval of the Union during the term of this Agreement.

13.14.5 In special circumstances, the four (4) month time limit may be extended by the Labor Relations Manager.

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

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

ARTICLE 14
TECHNOLOGICAL CHANGE

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

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

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

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

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

b) Placement opportunities for employees affected by the change.

c) The feasibility of providing training to employees who need to acquire new skills in order to obtain placement due to technological change.

14.5 While the Committee shall not formulate policy or arrive at binding agreements, it may explore mutually agreeable alternatives as referenced in Section 14.4 for the instant case. Should agreement not be reached, the Company will implement its plan as scheduled in accordance with the existing provisions of the contract.

ARTICLE 15
ACCREDITED SERVICE & SENIORITY

15.1 ACCREDITED SERVICE:

15.1.1 Accredited service means the aggregate of the years and months of active employment in the service of the Company, its predecessors, its associated companies affiliated with Verizon, that is recognized for service purposes. Accredited service shall include all active employment for which a wage or salary was paid and any additional excused absence time or leave of absence time that has been or will be specifically approved for service credit purposes in accordance with the policy, procedures, or published statements established by the Company.

15.1.2 Regular employees accrue accredited service under this Agreement governed by the most recent date of employment unless adjusted by a break in service or change of status. Temporary employees do not accrue accredited service; however, if a temporary employee becomes a regular employee, the employee's accredited service reflects the total accumulated straight time hours from the most recent date of hire.

15.1.3 Accredited service ceases with any absence from employment with the Company, except as follows: Employees shall accrue accredited service during an FMLA absence for up to twelve (12) weeks in a twelve (12) month period, during a military leave of absence if the employee returns to active employment status

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

15.1.4 Reinstatement

1. Accredited service includes any time worked either in the bargaining unit or in management, or in other positions outside the bargaining unit.

2. Accredited service established at the time of layoff due to a reduction in force is reinstated if the employee is rehired within two (2) years.

3. Accredited service will be bridged for previous employees who are rehired. Such bridging will take place after the rehired regular employee obtains 1,000 straight-time hours of continuous service from the employee's date of rehire, provided the prior service equaled or exceeded 1,000 hours in a calendar year. The bridged date establishes the length of accredited service with the Company.

4. Employees who are rehired following disability will have their accredited service reinstated if they return to work within two (2) years of their termination.

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

15.2 SENIORITY

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

15.2.1.1 If two (2) or more employees have the same seniority date, the employee with the earliest application for employment date shall be deemed senior. The employee with the lowest social security number will be deemed senior if application dates are identical.

15.2.1.2 For employees hired June 1, 2002, and thereafter who have the same hire date, the employee with the lowest social security number will be deemed senior.

15.2.2 Regular employees accrue seniority rights under this Agreement governed by the most recent date of hire. Temporary employees do not accrue seniority rights; however, if a Temporary employee becomes a regular employee, the employee's seniority reflects the total accumulated straight time hours from the most recent date of hire.

15.2.3 Seniority does not accrue during any absence from the bargaining unit other than a leave of absence of six (6) months or less (provided the employee has at least one [1] year of service), military leave, or Union leave as outlined in the Memorandum of Agreement. In any case the employee must directly report to work and continue employment for a period of not less than one (1) month to accrue such seniority.

15.2.4 Reinstatement

1. Seniority established at the time of promotion to management is reinstated if the employee returns to the bargaining unit, provided the employee has previously been in the bargaining unit for at least two (2) years and has been out of the bargaining unit for less than two (2) years with no break in service.

2. Seniority established at the time of promotion to management is reinstated if the employee returns to the bargaining unit at any time due to a general force reduction, provided the employee had previously been in the bargaining unit at least two (2) years.

3. Seniority established at the time of layoff due to a reduction in force is reinstated if the individual is rehired within two (2) years.

4. Individuals who are rehired following disability will have their seniority reinstated if they return to work within two (2) years of their termination.

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

15.2.6 Uses: Seniority

1. It is understood and agreed that in all cases of transfer, promotion and demotion, consideration shall be given to seniority, knowledge, training, ability, performance, skill, adaptability, and efficiency; and where qualifications are relatively equal, seniority shall govern.

2. Seniority shall apply to the selection of vacation periods as provided in Section 19.9.2.

3. Seniority entitles an employee to preferences in the selection of shifts and days off including weeks with a holiday(s).

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

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

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

15.4 TEMPORARY ASSIGNMENT

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

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

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

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

ARTICLE 16
ABSENCE FROM DUTY

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

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

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

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

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

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

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

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

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

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

ARTICLE 17
SHORT-TERM DISABILITY

17.1 Regular employees may apply for short-term disability in cases of personal illness, sick child (under the age of 18), or accident not covered by Workers Compensation or other laws. When approved, employees may be paid for workdays absent according to the schedule in Section 17.5.

17.1.1 Employees will not be eligible for short-term disability pay under the following circumstances:

1. Injury/illness when covered by Workers Compensation or other laws;

2. Elective surgery deemed not to be medically necessary (complications from such surgery will be covered).

17.2 The Company may require such illness or accident to be verified by an appropriate health professional. All employee medical records obtained by the Company's short-term disability administrator will remain strictly confidential in compliance with state and federal laws. The Company, or its short-term disability administrator, may require such illness or accident to be verified by the employee's appropriate health professional to determine the length of time for which benefits may be paid.

17.2.1 Documentation required for verification of illness will include a diagnosis, an explanation of why the employee cannot perform any job functions, and an estimated duration of the absence.

17.3 The Company retains the right to have an employee examined by an appropriate health professional selected by the Company at the Company's expense if there is a reasonable basis to believe that the employee is ill or the employee's physical or mental condition is such that the employee may

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

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

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

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

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

17.6 **Waiting Days.**

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

17.6.1 **Waiting Days Waived.** Waiting days will be waived:

a) for employees with no absences due to illness or sick child in the previous six (6) months;

b) if the employee is hospitalized, or has outpatient surgery performed at a hospital during the waiting period; or

c) for the period of time an employee is required to be present to approve treatment for a hospitalized sick child.

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

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

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

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

17.7.1 An employee who is out on short-term disability and passes an anniversary milestone will receive the difference in short-term disability between the old band and the new band.

17.7.2 An employee who has exhausted short-term disability and who has passed an anniversary milestone must work one (1) day to receive the difference in short-term disability between the old band and the new band.

17.8 Regular part-time employees shall accrue short-term disability allowance as described in Section 17.5, except that payment shall be prorated based on a part-time equivalent workweek as outlined in Section 27.6, provided that such prorated payment shall not exceed actual hours scheduled nor include on-call hours refused for reasons other than illness, sick child, or injury.

17.9 **Vacation and STD.** An employee who is unable to work due to personal illness, injury, or sick child and who has exhausted his/her available short-term disability compensation, may use available vacation days.

17.9.1 An employee who is out absent sick or on workers compensation at year-end shall be cashed out for any remaining vacation if such employee does not qualify for vacation banking or carry forward.

17.9.2 An employee may use the cash out vacation option for the purpose of regaining the monetary value that was lost caused by unpaid waiting days. Such vacation time may be replaced by any unused personal holidays, so the employee does not lose previously scheduled vacation day(s). If an employee breaks up a full week of vacation which cannot be replaced by use of personal holidays, management may make available as full week(s). If not selected, the employee shall retain previously scheduled day(s).

17.10 An employee may be allowed up to five (5) days off, unpaid, within ten (10) days following the birth of their newborn child, or may elect to use vacation or personal holiday(s), if available.

17.11 In case an employee's services are for any reason discontinued, no payment shall be made for unused short-term disability.

17.12 **On-the-Job Injury.** Absence from work because of injuries sustained in the discharge of a regular employee's duty shall be paid from the first day without any waiting period at ninety percent (90%) of the employee's basic wage for a period not in excess of one (1) year (prorated for part-time employees). Said period is to commence on the first day/hour of lost work time. The employee shall reimburse, in a manner prescribed by the Company, any amounts received from Workers Compensation up to the employee's basic forty (40) hour workweek. Short-term disability will not be paid for cases of illness or accident covered by Workers Compensation. If Workers Compensation payment is not immediately approved, an employee may request that Absent Injury payments start immediately without a waiting day. In order for payments to begin, however, the employee must sign a repayment agreement so that in the event that such claim is not approved, the Company may automatically deduct such overpayment from the employee's future pay.

17.13 **Third-Party Compensation.** If an employee receives compensation from a third party or government agency for lost work time for which the employee has been compensated under this Article, the employee shall reimburse the Company for all sums paid by the Company for the lost work time for which such third party or government agency has paid, up to the net amount received from said third party or government agency. An employee who is eligible for such compensation agrees to exercise reasonable efforts to collect from such third party or government agency. Any compensation received through an employee's individual income protection plan shall be excluded under this Section.

17.14 If the last scheduled workday preceding a holiday and the first scheduled workday following a holiday are taken as absent sick, the holiday will be considered an absent sick day unless such holiday falls in a waiting day.

17.15 Benefits shall not be payable to employees who are physically disabled by reason of injuries directly arising from employment with any other employer, nor from circumstances directly associated with the pursuit of personal business for profit, excluding volunteer work.

ARTICLE 18
HOLIDAYS

18.1 Paid holidays recognized hereunder shall be as follows:

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

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

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

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

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

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

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

18.3.1 Management may allow an employee hired after June 1 of each year to take any or all of the personal holidays prior to his/her eligibility date, provided the employee first signs a repayment agreement. Therefore, if the employee is released from employment within ninety (90) days, the Company may deduct from the employee's final paycheck all personal holidays paid.

18.3.2 Between September 1 and October 1 of each calendar year, employees shall schedule any unused personal holiday(s). If, after October 1, an employee has not taken or scheduled his/her remaining personal holiday(s), his/her supervisor shall designate day(s) to be taken.

18.4 Each eligible regular employee not scheduled to work on a holiday shall receive pay for eight (8) hours at the base rate, regardless of whether or not such holiday falls within the employee's normally scheduled workweek. When such holiday falls on an employee's day off, such time shall normally precede or follow the holiday.

18.5 Part-time eligible employees shall be entitled to holiday pay on a pro rata basis as described in Section 27.6.

18.6 When a holiday falls in the employee's vacation period, the employee will be given another vacation day off.

18.7 Any work performed on a holiday, including a scheduled personal holiday, shall be paid for at the rate of one and one-half (1-1/2) times the base rate plus in-charge differential (if applicable) for each hour worked in addition to the eight (8) hour holiday pay received for the same basic hours. Any employee scheduled to work a holiday will not receive another day off during the week. However, an employee may elect to reschedule any personal holiday he/she is required to work, service requirements permitting. Such day shall be paid as a normal workday, and the personal holiday(s) shall be rescheduled.

18.8 Any employee who is scheduled to work the holiday but fails to report for work or fails to secure another qualified employee satisfactory to the Company to take his/her assigned shift, shall receive no payment for the holiday unless excused by the Company.

18.8.1 Holiday pay will not be allowed to employees who are absent due to illness or other reasons the preceding or succeeding workday unless the employee reports the situation to the supervisor and the reason is valid.

18.8.2 If the last scheduled workday preceding a holiday and the first scheduled workday following a holiday are taken as absent sick, the holiday will be considered an absent sick day unless such holiday falls in a waiting day.

18.9 If a holiday falls on a regular scheduled workday, the holiday is observed on that day. If a holiday falls on a nonscheduled workday, the following shall apply:

a) When the holiday falls on a Saturday or another unscheduled day, the preceding workday shall be observed as the holiday.

b) When the holiday falls on a Sunday, the following workday shall be observed as the holiday.

ARTICLE 19
VACATIONS

19.1 Regular employees covered by this Agreement shall be entitled to vacation credit at the base rate for the hours shown as hereinafter provided.

19.2 For vacation purposes only, all regular employees will have a vacation eligibility date of January 1 of their accredited service year; however, no newly hired or rehired employee shall be eligible for any vacation in their year of employment.

19.2.1 Regular employees are entitled to take vacation provided the employee has worked one day in the calendar year and subject to other contract restrictions.

19.2.2 Employees who are eligible for vacation shall take at least two (2) weeks of the current year's vacation each year, except as outlined in Section 17.9.

19.2.3 Employees shall be permitted to select vacation periods at any time during the calendar year, service requirements permitting, on the basis of seniority, unless otherwise indicated in this Article.

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

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

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

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

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

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

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

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

19.6 **VACATION SCHEDULING.** Vacation schedules are to be compiled by workgroup, as defined in Section 7.7.1. Vacation schedules will normally be available for employee selection by January 2. Employees will select their vacation from said schedules by February 15 of the current year.

19.6.1 The CSSC and VRRC, or workgroups with more than seventy-five (75) employees, may start the selection period as early as October 1.

19.7 An employee may, with prior approval of his/her supervisor or designee, take one (1) week of vacation in increments of one (1) or more full days at a time. An employee with three (3) weeks or more of vacation may take a second week of vacation in increments of one (1) or more full days at a time. At least one (1) of the two (2) weeks granted in such manner must be scheduled during the initial selection period.

19.8 **Phone Mart Limitations**. Phone Marts may exclude up to four (4) weeks of a calendar year on each vacation schedule. An equivalent number of weeks will be made available throughout the year.

19.9 **Vacation Selection**. The selection process shall consist of two (2) phases: the first phase for full weeks of vacation and the second phase for day-at-a-time vacation and full day personal holidays.

19.9.1 In the initial selection of vacations, full week vacations shall have preference over day-at-a-time vacation and full day personal holidays. If an employee selects a full week of vacation and such week includes a designated holiday, the extra day created by the holiday shall be chosen with the day-at-a-time selection.

19.9.2 Employees shall be given an equal amount of time to select their vacation based on seniority. Employees who choose not to select during this period of time, for either of the two (2) phases, shall waive their initial selection rights for the unscheduled vacation time and shall choose such time subject to the prior selection by other employees. Rescheduling of initially selected

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

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

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

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

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

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

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

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

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

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

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

Vacation Eligibility	Maximum Carryover
3 weeks	1 week
4 weeks	2 weeks
5 weeks	3 weeks

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

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

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

19.15.2 Vacation time will be banked in eight (8) hour increments only. Banked vacation will be paid at the straight-time basic rate of pay excluding differentials at the time the vacation is taken. Banked vacation may be taken in eight (8) hour increments.

19.15.3 Banked vacation is to be scheduled after February 15 or may accumulate over the years until the employee leaves the employment of the Company, at which time the employee may have the option of taking banked vacation or cash payment as provided in Section 19.16.

19.16 Regular employees leaving the employment of the Company or being laid off shall be paid for all entitled vacation not taken, including banked and carry forward vacation. However, employees cannot retire until paid vacation time has elapsed unless they elect to waive the associated accredited service. Employees taking an approved leave of absence shall be paid for all current year's vacation not taken prior to such leave.

19.16.1 Employees who resign without giving at least two (2) weeks' prior notice of the resignation day will be considered to have forfeited all rights and claims to current year's vacation pay considerations.

19.17 An employee who becomes hospitalized due to illness or injury or receives emergency outpatient care at the hospital while on vacation may apply for short-term disability benefits, providing that such day(s) would otherwise have been a scheduled workday(s). Short-term disability time will be paid, if approved, for each day or portion of day. The portion of vacation changed to short-term disability leave may be rescheduled subject to service requirements and prior selection of vacation by other employees.

19.17.1 An employee who is unable to work due to personal illness, injury, or sick child and who has exhausted his/her available short-term disability compensation per Article 17, may, with the approval of supervision, use available vacation days. Additionally, full weeks of banked vacation may be taken concurrently with unpaid short-term disability.

19.18 In computing vacation, no deduction shall be made because of time off in connection with sickness, accident, FMLA, or military leave, as outlined in Section 15.1.3.

19.19 In the event of an approved leave of absence of more than six (6) consecutive months, employees returning to duty shall not be eligible for a vacation until they have completed 1,040 hours' continuous service.

19.20 Previously scheduled vacations of employees opting to use rights under Articles 12 and 13 will be honored for the remainder of the calendar year.

19.21 Employees utilizing Article 11 rights may be required to reschedule untaken vacation subject to prior selection by another employee and service requirements.

19.22 If an employee requests and is granted vacation which he/she did not have available, the employee shall reimburse the Company for all vacation time paid which the employee was not entitled to.

19.23 Vacation shall not be cumulative, except as provided in Sections 19.14 and 19.15.