

2012

Labor Agreements

Communications Workers of  
America



and



Extended Contract



## Wage and Working Practices Binder

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### DEFINITIONS

1. **Former “core” Premises Technician:** an employee who was not newly hired into the former Appendix F Premises Technician title on or after September 28, 2006. This term includes “core” employees who, in the future, enter into the Sales and Service Technician II title.
2. **“Non-core” Sales and Services Technician II:** an employee who was newly hired into the former Premises Technician title on or after September 28, 2006 (former “non-core” Premises Technicians), or a “non-core” employee who enters into or is newly hired into the Sales and Service Technician II title.
3. As used herein, “Core Agreement” means the Basic Agreement and any applicable Appendices (not including former Appendix F, which is eliminated by the terms of this MOA). A “core employee” is anyone who was originally hired into the “Core Agreement” and not hired into the former Appendix F.

**BASIC CONTRACT**  
**between**  
**THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY,**  
(C) **(HEREINAFTER REFERRED TO INDIVIDUALLY AND COLLECTIVELY**  
**AS “Frontier Communications” OR THE “COMPANY”).**  
  
**and**  
  
**COMMUNICATIONS WORKERS OF AMERICA (CWA)**

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**CONTRACT**  
**between**  
**THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY,**  
**(HEREINAFTER REFERRED TO INDIVIDUALLY AND COLLECTIVELY**  
**AS “Frontier Communications” OR THE “COMPANY”).**

**and**

**COMMUNICATIONS WORKERS OF AMERICA (CWA)**

This Contract is entered into, effective this 8<sup>th</sup> day of April, 2012, by and between The Southern New England Telephone Company, (hereinafter referred to individually and collectively as “Frontier Communications” or the “Company”) and the Communications Workers of America (CWA), (hereinafter the “Union”).

Whereas, the Union has been designated and selected by the majority of the bargaining unit employees of the Company as the exclusive bargaining agent for all such employees for the purpose of negotiating with the Company relative to rates of pay, wages, hours and all other conditions of their employment, and

Whereas, the Company, in pursuance of the National Labor Relations Act, has agreed to full acceptance of the Union as the sole bargaining agent in all matters pertaining to rates of pay, wages, hours and working conditions for all its bargaining unit employees,

Now, therefore, in consideration of the promises and of the covenants and agreements herein set forth, the Company and the Union agree as follows:

## **ARTICLE I**

### **PURPOSE**

1. The purpose of this Contract is to stipulate those items already fixed by mutual agreement, outline the method of procedure in approaching agreement on controversial questions and to secure prompt and fair disposition of alleged grievances.
2. The Company and the Union agree that every effort possible will be made to reach mutually satisfactory conclusions on controversial matters.

## **ARTICLE II**

### **BARGAINING UNIT EMPLOYEES**

1. The Company and the Union mutually agree that bargaining unit employees shall be those with the job titles listed in Appendix A of this Contract. It is further understood that job classifications set up during the life of this Contract which are not management jobs shall be considered to be included in the bargaining unit.
2. The Company will inform the Union monthly of bargaining unit job titles that have been changed or discontinued and of new job classifications up to and including the first line of management. Such notification will also include a statement of the essential duties of the new jobs, indicating those considered by the Company to be properly management. The final classification of new jobs as management or bargaining unit will be by mutual agreement. The Union will determine the eligibility of employees to membership in the Union.

## **ARTICLE III**

### **GENERAL**

1. Both parties will arrange to have their respective representatives meet to discuss matters of mutual interest, upon request and reasonable advance notice from either party to the other. Each party shall determine and designate the number and personnel of its own representation.
2. Union Representatives shall have full freedom of speech and action and are hereby guaranteed full protection from discrimination on account of any action taken in good faith in the performance of their duties. No discrimination of any character whatsoever shall be exercised against any employee because of membership in or action on behalf of the Union.
3. The Company will not negotiate as to matters within the provisions of this Contract, with individual employees or groups of employees.
4. Such Company records or true copies thereof as are not deemed confidential shall be furnished promptly to the Union upon request.

## **ARTICLE IV**

### **WAGE AND WORKING PRACTICES**

1. The wage and working practices as are applicable to bargaining unit employees within each of the various departments are incorporated herein as Appendix B. Such wage and working practices are subject to the terms and conditions of this Contract and shall not be changed during the period by this Contract without prior negotiations and mutual agreement. The applicable section of the wage and working practices that applies to all bargaining unit employees is designated in Appendix A.

## **ARTICLE V**

### **HOURS**

1. A forty-hour or thirty-seven and one half hour week shall be the normal work week and an eight-hour or seven and one half hour day shall be the normal work day, subject to exceptions and conditions set forth in the WAGE AND WORKING PRACTICES of the Company.

## **ARTICLE VI**

### **WAGES**

1. Wage maxima, cost-of-living agreement and wage schedules are incorporated herein as Appendix A, Appendix C and Appendix D respectively.
2. New Jobs and/or modifications to existing jobs are incorporated herein by reference; New Job Titles, is incorporated herein as Appendix E.
3. Reduction in the wage of individual employees will not be made except for one or more of the following reasons or conditions:
  - a. Transfer to an occupation having a lower maximum;
  - b. Transfer to an occupation in which a training period is required in order to qualify for the rate received in the former occupation;
  - c. Reduction in the number of hours worked per week;
  - d. Unsatisfactory performance of duty, unsatisfactory personal conduct or action which can be proven to be detrimental to the interests of the Company.
4. Wage rates under conditions (a) and (b) above will be appropriate to the new assignment, whether the reassignment is caused by failure of the employee to perform satisfactorily in the former assignment, or by request of the employee.
5. When a reassignment results from reduction in work load which is not of short duration, wage rates under conditions (a) and (b) above will be appropriate to the new assignment.

## ARTICLE VII

### FORCE ADJUSTMENTS

1. Whenever the Company deems it necessary for any reason to make force adjustments in any Company-defined entity (as defined in Policies and Procedures, Part 1, Attachment 1-Transfer Plan, Paragraph 1, E), such adjustments shall be effected in the following order

a. When a surplus condition exists (defined at the job title level within a company-defined entity when the Company determines there are more people on a job title in an entity than are needed to perform the work of that particular job title in the entity) the Company shall (i) notify the Union; (ii) identify the impacted job title, the company-defined entity and the number of surplus employees in the job title and (iii) inform the Union as to whether the Company intends to layoff bargaining unit employees to relieve that surplus.

When the Company has jobs available to offer to surplus employees and therefore notifies the Union that it **does not intend to layoff** bargaining unit employees, the Company will proceed as follows:

(1) For the remaining life of the current Contract (April 14, 2018), the Company will offer an **Enhanced Voluntary Severance Plan**<sup>1</sup> (EVSP) to incumbents in the impacted job title within the company-defined entity. The offer may be accepted by incumbents in the impacted job title, in seniority order, up to the number of surplus declared for that job title. The offer will be available for one calendar week, and employees who accept

<sup>1</sup> **Enhanced Voluntary Severance Plan (EVSP) – in effect for remaining life of current Contract (April 9, 2016):**

- Includes 6 mo.'s continuation of Company contribution to Medical Coverage (as long as employee continues to pay their portion of premium, if appropriate)
- Lump Sum Severance Payment as follows:

Completed Yrs. of NCS	Amount of Lump Sum Payment (in weeks of Base Pay)
20 and over	52 weeks
19	46 weeks
18	42 weeks
17	40 weeks
16	38 weeks
15	36 weeks
14	34 weeks
13	32 weeks
12	30 weeks
11	28 weeks
10	26 weeks
9	20 weeks
8	18 weeks
7	16 weeks
6	14 weeks
5	12 weeks
4	8 weeks
3	6 weeks
2	4 weeks
1	2 weeks



the offer must be off the payroll within 10 weeks from the date of the notification to the Union of the surplus.

(2) If at the end of that week a surplus still exists at the job title level within a company-defined entity, the Company will extend an offer of the EVSP to incumbents, in seniority order, in the impacted job title, in other company-defined entities<sup>2</sup>. The offer may be accepted, in seniority order, up to the number of surplus remaining in that job title. The offer will be available for one calendar week, and employees who accept the offer must be off the payroll within 9 weeks from the date of the notification to the Union of the surplus. Incumbents within the “surplus” job title in the company-defined entity will be offered, on a senior volunteer basis, any positions vacated, in their job title, as a result of EVSP. Any positions remaining vacant (i.e., not selected by incumbents in the surplus job title within the company-defined entity) will be made available to the Transfer Bureau.

(3) If a surplus still exists at the job title level within a company-defined entity following the offer of the EVSP, the Company will notify the Union of its intent to initiate an Involuntary Re-Deployment Process to move “surplus” employees<sup>3</sup> to available jobs<sup>4</sup> for which they are qualified. The notification will include a listing of surplus employees arranged in seniority order. The date of this notification will serve as the start date of an 8-week Involuntary Re-Deployment Process.

(4) For the remaining life of the current Contract (April 14, 2018), the Company and the Union will jointly sponsor Pre-Test Training Workshops to be offered to surplus employees. The Company will arrange for the bargaining unit employees, who are jointly designated by the Union and the Company as trainers for this workshop, to be released from their normal duties to conduct the workshops. The Company will continue to pay these employees their basic wages. The Union will “train the trainers” and provide the training facilities and associated supplies and equipment needed to conduct these workshops. The Union and the Company will encourage surplus employees to avail themselves of the Pre-Test Training Workshops and once scheduled for a workshop, to fully utilize the services provided to prepare themselves and to take the required test(s) administered by the Transfer Bureau.

(5) The Involuntary Re-Deployment Process will be implemented in the following manner:

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<sup>2</sup> In the event the Company has more than enough available positions in the impacted job title in other company-defined entities to satisfy the surplus, it will not offer the EVSP to incumbents in the impacted job title, in other company-defined entities. The surplus will be considered relieved.

<sup>3</sup>“**Surplus**” **Employee** is defined as an employee who has been selected, in inverse-seniority order, in the surplus job title within a company-defined entity, as being within the scope of the surplus identified by the Company.

<sup>4</sup>**Available Jobs** – In establishing the list of available jobs, the Company and Union will discuss work being done by Temporary employees and/or contract labor. The Company will extend every effort to make some of these positions available as Regular positions to the Transfer Bureau and to the available jobs listing for qualified “surplus” employees.

- (a) "Surplused" Employees will have residency time requirements waived on their current title.
- (b) "Surplused" Employees will be offered, on a priority placement basis<sup>5</sup>, in seniority order, all available positions<sup>6</sup> for which they are qualified that are at or below the wage maximum established for the surplused title (lateral or downgrades). Employees must meet all applicable requirements of the position (e.g., must qualify on required tests) in order to be offered re-deployment to the position.
- (c) "Surplused" employees will not be involuntarily re-deployed to a Customer Information Services position through this process.
- (d) An employee who is offered a position will have 24 hours from the time of offer within which to accept the job offer to any available job. If the employee declines the job offer to any available job, the employee will no longer be eligible for transfer, voluntarily or involuntarily, to another position and will be required to accept the EVSP offer and must be off the payroll within 8 weeks from the date of notification to the Union of the initiation of the Involuntary Re-Deployment Process.
- (e) An employee's surplus status will be removed once he/she has either accepted a reassignment through this process or accepted a normal transfer.
- (f) For "surplused" employees who declined to participate in the EVSP and are unable to meet the basic qualifications of any of the available positions that are at or below the wage maximum established for the surplused title (lateral or downgrades), and for the remaining life of the current Contract (April 14, 2018), the Company will extend a **Guaranteed Job Offer**<sup>7</sup>.
- (g) Employees who have been re-deployed through this process and have been re-deployed into a position with a wage maximum below that of their surplused title will have their wages treated in accordance with the Wage & Working Practices, General Section, Paragraph 3.12. Wage treatment in accordance with Paragraph 3.12 will cease if pursuant to a subsequent surplus declaration the

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<sup>5</sup> **Priority Placement Basis** – Surplused employee will have priority for lateral and downgrade positions in the Transfer Bureau before other transfer requests are considered for the available positions.

<sup>6</sup> The Company will endeavor to ensure that surplused employees will have available positions, from which to select, which would entail a one-way commuting distance of no more than 50 miles further than his/her current one-way commuting distance.

<sup>7</sup> **Guaranteed Job Offer** [in effect for the remaining life of the current Contract (April 14, 2018)] will consist of a bargaining unit job in the State of Connecticut for which the employee is qualified (must meet the basic qualifications, including passing the appropriate tests). An employee who is offered a **Guaranteed Job Offer** will have 24 hours from the time of offer within which to accept the position. If the employee declines the position, the employee will no longer be eligible for **Guaranteed Job Offer** or transfer, voluntarily or involuntarily, to another position and will be required to accept the EVSP offer and must be off the payroll within 8 weeks from the date of notification to the Union of the initiation of the Involuntary Re-Deployment Process.

employee selects a position under Article VII paragraph 1.i, however the employee will receive transition pay as appropriate.

(h) Employees who have been re-deployed through this process into a position with a wage maximum either at or below that of their surplus title will continue to have access to and may accept the provisions of the EVSP until whichever of the following occurs first:

(1) they accept another position through the Transfer Bureau; or

(2) a.) Three (3) years from the effective date of their re-deployment for employees with ten (10) or more years or

b.) for employees with less than ten (10) years of service on the effective date of their re-deployment, the lesser of three (3) years from the effective date of their re-deployment or the period of time between the effective date of their re-deployment and the expiration date of the 2012 Labor Agreements (April 14, 2016).

(i) The title of employees re-deployed will be changed to conform to the title on the new position, and such employees will be subject to the working practices prevailing for other employees in that position.

(j) There will be no retreat back to the surplus position within the normal six-month retreat period.

(k) Residency time requirements on the new title to which the employee has been re-deployed will be waived until the employee transfers to a subsequent position.

(l) Re-deployed employees will not have any priority consideration in the Transfer Bureau, and any transfer requests will be processed in the normal manner by the Transfer Bureau, except in the following circumstance: If as a result of accepting a Guaranteed Job Offer, the surplus employee is placed into a job title specifically created by the Company to meet the Guaranteed Job Offer commitment, the employee will receive "priority placement" preference in the Transfer Bureau for the next available position for which the surplus employee applies and is qualified and which is at or below the maximum wage rate of the surplus title the employee left. An employee who transfers from a job title specifically created by the Company to meet the Guaranteed Job Offer commitment will not be allowed to retreat back to that title.

(m) If a re-deployed employee subsequently transfers to another position, all of the normal Transfer Bureau rules will apply to any subsequent transfer or transfer request (e.g., must meet residency requirements of the new position).

(n) All employees re-deployed under the Involuntary Re-Deployment Process will have two additional transfer requests automatically placed

in the Available File<sup>8</sup> : 1.) Original title, same location; 2.) Original job title, any location. Residency time requirement on their new title will be waived and these automatic requests will be in addition to the contractual agreement of ten. Automatic requests will remain in the Available File until the employee returns to their former title or is advanced to a level higher than their former title.

(o) If a vacancy arises in the surplus employee's former title (or successor title) and location, the order of priority in filling that vacancy will be as follows:

(1) Recalls from layoff or re-deployment ("Article VII Recall Rights") are honored in the following order:

(a) First: Combined seniority for "Recall From Layoff"

(b) Second: Combined seniority for "Recall From Involuntary Redeployment" and "Buyback Rights".

(2) Employees declared surplus (not yet placed).

(3) Employees in the MIT Program.

(4) Normal transfer requests.

(p) Fulfillment of either of the automatic transfer requests will remove the employee from the Available File. This will have no effect on any other transfer requests the employee has on file in the Transfer Bureau. If the employee had fulfilled all residency requirements prior to re-deployment, no new residency requirements will be required for a subsequent transfer. If the employee had not met residency requirements prior to redeployment, the employee will be required to complete any remaining residency requirement. The time spent in any job(s) between the date of re-deployment and the date of recall from re-deployment will be counted for the purposes of meeting residency requirements.

(q) The effect of declining an automatic transfer request will be as follows:

(1) Original title - Original Location:

- Employee is removed from the Available File. If his/her pay is above the maximum for the present title, it will be reduced directly to that maximum.

(2) Original title - Any Location:

- Employee will be removed from the Available File for any locations to which they refuse an automatic transfer. They will remain in the available file for all other statewide locations.

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<sup>8</sup> Available File is maintained by the Transfer Bureau, and includes employees who have "recall" rights to a job title from which they were laid off or redeployed and receive consideration for that job title before other employees.

When the Company has an insufficient number of jobs available to offer to surplus employees and notifies the Union that it **does intend to layoff bargaining unit employees**, the Company will proceed as follows:

b. The Company and the Union shall meet and jointly agree upon the definition of the groups (herein after referred to as "pools") within which layoffs are to be effected should it be necessary to introduce layoffs. At a minimum, pools will be defined as an Equal Employment Opportunity (EEO) Job Group within an entity. Should the Company elect to combine EEO Job Groups across the Company for purposes of establishing layoff "pools", the Company may retain up to ten percent (10%) of the employees slated for layoff in the "pool" based on criteria such as special skills or licenses.

c. In order to relieve the surplus, the Company shall first implement a voluntary exit incentive program, which will encompass either the payment provisions delineated in paragraph five (5) of this Article or a replacement negotiated voluntary termination program, within the impacted entity "pool(s)" or on a wider basis if the Company deems that it is appropriate. The voluntary exit incentive program will remain available to impacted employees for a minimum of fifteen (15) days.

d. If, at the conclusion of the voluntary exit incentive program, further force adjustments are deemed necessary by the Company, the Company shall provide the Union with formal written notification as to (i) the existence of a surplus condition by title and entity; (ii) its intent to implement a voluntary re-deployment process to relieve that surplus and (iii) its intent to introduce layoffs no earlier than thirty (30) days from the date of notification should voluntary re-deployment efforts fail to relieve the surplus condition.

e. The Company will initiate a voluntary re-deployment process to last a minimum of fifteen (15) days. This process will be available to all incumbents in surplus Titles. This process will make open positions<sup>9</sup> available to qualified employees identified for surplus on a seniority basis. Employees accepting positions in this voluntary re-deployment process will not have "retreat" rights to their original title. The Company will terminate any Temporary employees or Contract Labor performing the work of bargaining unit employees in the impacted "pool".

f. If, at the conclusion of the voluntary re-deployment process, further force adjustments are deemed necessary by the Company, the Company shall again provide the Union with formal written notification as to its intent to introduce layoffs no earlier than fifteen (15) days from the date of notification.

g. The Company and the Union are committed to jointly explore all possible alternatives to layoff prior to the Company initiating layoffs. To that end, as soon as can be mutually arranged after the issuance of the formal written notification, the Company and the Union shall convene a joint committee of representatives to explore all alternatives to achieve the underlying cost reductions associated with the planned layoff. These options may include, but are not limited to changes to wage rates, benefit provisions and in work rules, changes in compensation practices relative

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<sup>9</sup> "Open Positions": any positions available in the Transfer Bureau will be closed to normal Transfer Bureau candidates in order to be made available to either the Voluntary Re-deployment process or to employees designated for layoff.

to overtime and differential payments, changes in reimbursement practices or implementation of furloughing and/or part-timing work scheduling arrangements. This committee shall not formulate policy or arrive at binding decisions or agreements, but rather shall be charged with the responsibility to develop recommendations to the Company and Union bargaining representatives during the notification period.

h. In the event there still remains the need to initiate layoffs, the Company will do so in accordance with the formal written notification referenced in paragraph (f). The Company will terminate contract labor and Temporary employees performing services that employees designated for layoff are qualified to perform and that can be performed at comparable costs.

i. Based upon the "pools" agreed upon in paragraph (b) above, surplus titles will be grouped with other titles in the same EEO Job Group and all incumbents on titles within the "pool" will be arranged in seniority order. The Company, if appropriate, will identify employees to be retained and then in inverse seniority order within the "pool" designate employees for layoff to the extent necessary to relieve the surplus condition. Within each "pool" more junior employees in the surplus titles will be offered, in seniority order, the positions of the most junior (non-retained) employees slated for layoff from the "pool". Employees selecting positions of more junior employees in the "pool" must meet Basic Qualifications of the position selected. If the position selected is at a lower rate of pay than that of the employee's current position, the employee's pay will be reduced to the new rate at the time of transfer; however, the employee will continue to receive a supplemental partial payment of their severance pay ("Transition Pay"), to maintain their former rate of pay, for a period of time equivalent to the number of weeks called for in the layoff payment table based upon their completed years of net credited service. Residency time requirements on the new title for employees selecting positions in this process will be waived until the employee transfers to a subsequent position. Employees selecting positions in this process will have "buyback" rights<sup>10</sup> to their original title should a vacancy arise in that title within the Company-defined entity from which they were originally declared surplus.

j. Employees electing not to select a position of a more junior employee in the "pool", may alternatively accept the provisions of the voluntary exit incentive program in effect at the time. If, at the conclusion of the above steps, further force adjustments are deemed necessary by the Company, the employees designated for layoff will be given a last voluntary

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<sup>10</sup> "Buyback Rights" - All employees surplus in the "layoff" process and who "bump" into a position which has been designated for layoff will have two additional transfer requests automatically placed in the Available File : 1.) Original title, same location; 2.) Original job title, any location. Residency time requirement on their new title will be waived and these automatic requests will be in addition to the contractual agreement of ten. Automatic requests will remain in the Available File until the employee returns to their former title or is advanced to a level higher than their former title. Fulfillment of either of the automatic transfer requests will remove the employee from the Available File. This will have no effect on any other transfer requests the employee has on file in the Transfer Bureau. The effect of declining an automatic transfer request will be as follows:

- (1) Original title - Original Location:  
Employee is removed from the Available File.
- (2) Original title - Any Location:  
Employee will be removed from the Available File for any locations to which they refuse an automatic transfer. They will remain in the available file for all other statewide locations.

opportunity to select from available open positions<sup>11</sup> or accept the provisions of the voluntary exit incentive program in effect at the time. The Company will then initiate layoffs for all remaining identified employees.

2. In the event of an emergency or unusual peak work load conditions, the Company will attempt to utilize employees laid off under the provision of this article before engaging other contingency labor sources. Employees laid off by the Company will be given preferential consideration for engagement as a Temporary employee if they are so registered.

(a) Temporary needs in titles and entities which have been subject to layoff shall be filled as follows:

(1) The Company shall contact former employees who have "recall" rights (as defined in Paragraph 3 of this Article) to that title and entity, in seniority order, in order to offer them the temporary assignment (regardless of prior application status).

(2) All provisions of the Temporary employee classification will be applicable; except, wage rates for these employees will be equivalent to the going rate for regular employees holding that title and contractual work rules applicable to these employees will be consistent with those applicable to regular employees holding that title.

(3) Acceptance of a Temporary assignment will not have an impact on "recall" rights or any previous severance payments.

(b) Temporary needs in titles and entities which have not been subject to layoff shall be filled as follows:

(1) Preference shall be given to laid off employees who have applied for Temporary employment. All provisions of the Temporary employee classification would apply to these employees, should they accept the assignment; such acceptance will have no impact on "recall" rights or any previous severance payments.

(2) Select from remaining Temporary applicants.

3. If a vacancy should arise in a title (or successor titles) and organizational unit which has experienced layoffs, the Company will offer employment in order of seniority to employees who have been laid off from that title (or successor titles) and organizational unit, before initiating the Transfer Plan (Policies and Procedures, Part I). These "recall rights" will remain in effect for laid off employees provided that:

(a) Each such employee's service at the time of layoff exceeds one (1) year and

(b) The period of layoff does not exceed:

- two years for employees with less than six (6) years of seniority net credited service at the time of layoff, or

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<sup>11</sup> "Open Positions": any positions available in the Transfer Bureau will be closed to normal Transfer Bureau candidates in order to be made available to either the Voluntary Re-deployment process or to employees designated for layoff.

- four years for employees with six (6) or more years of seniority net credited service at the time of layoff, and

(c) Such employee is still qualified to perform the duties of the available work and

(d) Such employee keeps the Company informed of the address at which the employee can be reached and reports for duty within four (4) weeks after notification of re-employment by registered mail.

An employee who declines an offer of employment to their former title (or successor titles) and organizational unit (at a location 50 miles or less from their former work location) will no longer have "recall rights" to their former title (or successor titles) and organizational unit.

4. Seniority, for the purpose of this article, shall be based on seniority net credited service as defined in General 1.14 (b).

5. Layoff Payments

(a) Except as otherwise specified below a regular employee with one or more years of continuous service since the latest date of engagement or reengagement who is laid off under the provisions of this article, shall receive a payment for each completed year of seniority net credited service as defined in General 1.14 (b). as follows:

<u>Completed Years of Net Credited Service</u>	<u>Amount of Payment</u>
1	2 wks
2	3 wks
3	4 wks
4	5 wks
5	7 wks
6	9 wks
7	11 wks
8	13 wks
9	15 wks
10	17 wks
11	20 wks
12	23 wks
13	26 wks
14	29 wks
15	32 wks
16	35 wks
17	38 wks
18	41 wks
19	44 wks
20	48 wks
21 & over	52 wks

NOTE: Except as otherwise specified below and in the absence of a replacement negotiated voluntary exit incentive program, a regular employee with one or more years of continuous service since the latest date of engagement



or re-engagement who voluntarily elects to leave the Company under the provisions of this article, shall receive a payment for each completed year of net credited service as noted in the above table, except the following maximum benefit amounts (i.e., voluntary exit incentive program) shall apply:

- (c) - If the participant's basic bi-weekly wage rate is \$2,223.00 (effective 5/10/2013)\* or less, his/her maximum benefit shall be \$28,000.
- (c) - If the participant's basic bi-weekly rate is greater than \$2,223.00 (effective 5/10/2013)\*, his/her maximum benefit shall be \$30,000.

\* The amount will be increased whenever there is an adjustment to the wage progression schedules

(b) The employee's basic weekly wage plus any fixed differential shall be used as the basis for computing the amount of the layoff payment.

(c) A regular part time employee whose employment is terminated pursuant to this article shall receive a layoff payment as provided in (a) above, except that pay for each week shall be based on the employee's average basic weekly wage during the highest four (4) weeks during the twelve (12) months immediately preceding the week before the layoff. The average weekly pay shall not exceed the basic weekly pay for five normal tours or their equivalent per week.

(d) When an employee who has received a layoff payment is re-engaged as a regular employee and the number of weeks since the layoff is less than the number of weeks upon which the payment was based, the amount paid to the employee for the excess number of weeks shall be considered as advance pay and repayment shall be made in one lump sum or through payroll deductions at the rate of 10% of the current basic weekly wage until the excess amount is paid in full.

(e) A reengaged employee who has received a layoff payment and who is again laid off shall be paid the difference between the computed payment to which the employee is entitled and the amount of any payment which the employee retained as a result of any previous layoff.

(f) The layoff payment provided for above shall be in addition to any payment in lieu of vacation allowance to which the employee may be entitled as of the layoff date.

(g) Layoff payments shall be made in one lump sum less any deductions required by law.

## **ARTICLE VIII**

### **FORCE ADJUSTMENT**

**(Applies to “all” Sales and Service Technician II’s)**

1. The Company may in its discretion hire employees off the street or from outside of the Bargaining Unit to fill vacancies in this Appendix. However, if the Company determines that a vacancy is to be filled from within the Bargaining Unit, it will post a notice of the vacancy in accordance with Policies and Procedures, Part 1, Transfer Plan, paragraph D.
2. In deciding who will be selected for a vacancy in this Appendix, the Company will do so in accordance with Policies and Procedures, Part 1, Transfer plan, Paragraph V – Selection. The Company may elect to retreat an employee within the first nine (9) months from the date the employee accepted the position.
3. Employees with at least thirty (30) months of time in title, unless waived by the Company, and who have satisfactory attendance and work performance may apply for any vacancy posted in the Company’s Transfer Bureau at the discretion of the Company; selection to be made in accordance with Transfer Bureau procedures.
4. **Advancement to an Occupation Having a Higher Wage Maximum**
  - (a) All employees who are advanced to an occupation having a higher maximum will receive a promotional increase. The method of determining this increase will normally be in accordance with the following procedure:
    - (1) Determine where the employee’s current pay falls on the wage progression guide of the job to which they are being advanced. The promotional increase is the amount shown as the next full step on the wage guide but not to exceed the maximum of the new job.
  - (b) An employee may be accorded additional treatment to the above, depending upon the circumstances of the individual case.
5. **Advancement to an Occupation Having a Lower Wage Maximum**
  - (a) For Reasons Other Than A Surplus Condition - When any employee is transferred to an occupation having a lower maximum for any reason other than a surplus condition, the case shall be treated on its merits and an appropriate adjustment may be made after a careful appraisal of the individual’s value in the new position.
6. **Relocation Of Work**

When work is to be relocated, the Company may if it deems appropriate, offer the affected employees the opportunity to follow their work to the new location. Employees who elect to follow their work to the new location will be considered as employee initiated transfers.

## **7. Force Adjustment**

Whenever force conditions as determined by the Company are considered to warrant a surplus and the possible layoff of employees, the Company shall notify the Union in writing, prior to notifying the affected employees. Employees will be laid off in a process determined by the Company. The surplus employees designated for layoff will be notified a minimum of two (2) weeks prior to the layoff date, unless otherwise provided by law.

## **8. Layoff Allowance**

Employees who are laid off will be paid a layoff allowance based on their seniority and their base weekly wage rate in effect at the time of the layoff, in accordance with the following:

<u>Completed Years of Net Credited Service</u>	<u>Amount of Payment</u>
1	2 wks
2	3 wks
3	4 wks
4	5 wks
5	7 wks
6	9 wks
7	11 wks
8	13 wks
9	15 wks
10	17 wks
11	20 wks
12	23 wks
13	26 wks
14	29 wks
15	32 wks
16	35 wks
17	38 wks
18	41 wks
19	44 wks
20	48 wks
21 & over	52 wks

The "Note" and provisions (b) through (g) of the preceding Article are applicable here.

## **9. Priority Rehire**

Employees who are laid off with satisfactory attendance and work performance and who apply for re-employment in the same position that they were laid off from, will receive priority consideration for re-hire over new applicants for twenty-four (24) months from his/her layoff date.

## **ARTICLE IX**

### **REINSTATEMENT OF EMPLOYEE VETERANS**

1. Employees who have been in military service on leaves of absence shall be reinstated in their former or equivalent positions in accordance with the following provisions:

- (a) Application for reinstatement is made within ninety (90) days after release from military service, or from hospitalization continuing after discharge for a period of not more than (1) year;
- (b) Military service has been satisfactorily completed as indicated by discharge papers;
- (c) They are still qualified to perform the duties of such positions;
- (d) When employees are unable immediately to return to work because of disability they will be reinstated as of the date of discharge from military service and will be eligible to sickness benefits in accordance with their net credited service.

2. Any employees reinstated in accordance with the above provisions shall be returned to the payroll at the rate of pay they would have received, if they had been continuously on duty with the Company during the absence, in the job classification they were in at the time they left.

## **ARTICLE X**

### **TRANSFERS AND PROMOTIONS**

1. It is agreed that personnel placement is based upon the fitting together of people and jobs through consideration of the abilities, interests, personality, capacities, experience, training and physical qualifications of the individual and the requirements of the job. Recognizing that there will be a need for transfers from one occupation to another the Company will maintain a procedure to enable an employee to make known a desire to be considered for another position.

2. Selection of employees for transfer to other jobs will be made in accordance with the Transfer Procedure identified as Policies and Procedures Part I of this Contract.

3. In making promotions, Management shall select the employee with seniority provided the qualifications of the individuals considered for the position are judged by Management to be reasonably equal. In the event that a person with less service than other candidates is chosen, the following rule should apply. The greater the difference in length of service the more highly qualified must the person selected be to override that seniority.

4. For the purpose of this article seniority shall be based on seniority net credited service.

5. The promotion of an employee to a management job shall not be subject to arbitration as prescribed in Article XXI of this Contract.

6. Insofar as practicable, the Company will notify those employees who were candidates for the position of the reasons for the final selection before announcement is made of the employee selected. Any interested employee shall be informed of the reasons by initiating an interview with the supervisor.

## **ARTICLE XI**

### **DISMISSALS AND PENALTIES**

1. Dismissals or other penalties shall be effected for just cause only and not for purposes of discrimination against any member of the Union. In any action taken on account of unsatisfactory work or minor misdemeanor subsequent to the trial period, the Company agrees to make a definite effort to provide another opportunity for further trial of the employee before final dismissal is effected.

2. In all cases of dismissals or other penalties, the employee's supervisor will notify the appropriate Chief Steward, or a higher level union officer if the Chief Steward is unavailable, prior to such action. If circumstances make this prior notification impossible, the supervisor will notify the Chief Steward immediately following such action and will inform the Chief Steward of the reason prior notification was not possible. In addition, the Director-Labor Relations shall notify the Union office in writing of any such action as soon as practicable with the exception of those releases which occur during the trial period. The withholding of a scheduled wage increase will be reported to the Union office by the Director-Labor Relations.

## **ARTICLE XII**

### **UNION REPRESENTATION**

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

## ARTICLE XIII

### GRIEVANCES

1. In the event differences arise between the Company and any of its employees or the Union as to the application, interpretation and administration of matters subject to the provisions of this Contract, the parties hereto agree to make a prompt and earnest effort to settle such differences to the satisfaction of all parties concerned, in the minimum number of steps in the following procedure:

#### GRIEVANCE PROCEDURE

- (C) The Union will file Requests for Grievance at the Local Resolution Step directly with the Department. The parties shall meet within 15 working days of the Union's request for local resolution. Time limit may be waived by mutual agreement.

---

##### Local Resolution

Chief Steward or Designee  
Steward

Chairperson

2<sup>nd</sup> Level Management  
(Department)  
1<sup>st</sup> Level Management

If not settled then the following parties shall meet within 10 working days of the Union's request for department resolution.

---

##### Department Resolution

- (C) Department V.P. or Designee  
Business Agent  
Chief Steward

Chairperson

Director (Department)  
2<sup>nd</sup> Level Manager  
(Department)  
Labor Relations  
Representative

If not settled then the following parties shall meet within 10 working days of the Union's request for corporate resolution.

---

##### Corporate Resolution

- (C) CWA International Staff Rep.  
or Designee  
Departmental VP

Chairperson

AVP Labor Relations  
or Designee  
Director – (Labor  
Relations) or Designee

**Commented [GD1]:** Do we need to 'frontierize' the management titles for the grievance process?

Representation of the parties at each step will be generally as indicated but may vary at the discretion of the Chairman of either party and with advance notice.

If not settled then either of the parties may request arbitration as prescribed in Article XXI of the Contract.

- (C) NOTE: A. All grievances will be filed within 180 days from the date of the action to be grieved or the date the Union became aware of the action to be grieved. The Union will file Requests for Grievance at the Local Resolution Step directly with the Department. The Union will file Requests for Grievance at the Department and Corporate Resolution Steps with Labor Relations. Time limits for department resolution and corporate resolution shall be waived upon request of either party.

B. Those employees of the Company including the aggrieved employee(s) and the employee representative(s) designated by the Union, who shall suffer no loss in pay for time consumed in, and necessarily consumed in traveling to and from grievance meetings, shall not be more than three (3) at the Local Resolution step, no more than four (4) at the Departmental Resolution step and no more than two (2) at the Corporate Resolution step of the grievance procedure. Representation of the parties at each step will be generally as indicated but either party may vary it by advance notice to the other party.

C. At the conclusion of any step in the grievance procedure, the grievance shall be considered as finally and satisfactorily settled unless taken to the next step within forty-five (45) days.

D. If the Company denies the grievance at the Department Resolution step, the Company (Labor Relations) shall provide written notice of such denial to the appropriate CWA District One International Official.

E. At the Corporate Resolution Step, the Company (Labor Relations) shall provide final disposition of the grievance to the appropriate CWA District One International Official.

2. Grievances arising out of the application, interpretation and administration of matters subject to the provision of this Contract ordinarily shall be processed in accordance with the above procedure.

3. The employee or employees initiating the case may accompany their Union Representative at the Local or Department Resolution Steps. However, any individual employee or group of employees has the right at any time to present grievances to the Company and to have such grievances adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Contract, and provided the Union has been given opportunity to be present at such adjustment.

4. The Company will permit aggrieved employees and their Union Representatives such necessary time off as conditions of the business permit, without pay, for conferring and preparing the employee's case.

5. If dismissed employees are subsequently cleared of charges preferred against them, the Company shall reinstate such employees and they shall receive full compensation for any loss of wages, less any amount received by

them for their services elsewhere and as unemployment insurance benefits during the period of dismissal. If an employee suffers a penalty other than dismissal and is subsequently cleared, the Company shall fully compensate the employee for any loss of wages sustained while such penalty was in effect. In either case the Company shall restore the employee to the same status the employee would have attained if the dismissal or penalty had not been in effect.

6. A confidential written report of the proceedings at each step of the grievance procedure shall be prepared and signed by both parties promptly after each step.

Such report shall include:

- a. Dates of meeting, department, exchange
- b. Names of those attending
- c. Statement of grievance
- d. Management's position
- e. Union's position
- f. Conclusion reached

A signed copy of such minutes shall be furnished to both parties.

## **ARTICLE XIV**

### **JOINT CONFERENCES**

1. Joint conferences between Union and Company representatives shall be held upon request of either party, providing reasonable advance notice with a statement of the subjects proposed for discussion, shall be given to the other party. Reasonable advance notice shall ordinarily be interpreted as a period of not less than one (1) week nor more than two (2) weeks, the exact period in each case to be determined by mutual agreement. Joint meetings to discuss grievances or emergency matters shall be held with a minimum of delay. The Executive Board, the President of the Union or their duly authorized representatives may meet with officials of the Company as occasion demands.

2. The Director-Labor Relations shall make the necessary arrangements for holding the conference on the date specified in the notice if acceptable to the other party, or some other mutually satisfactory date if the date specified cannot be met, and shall notify the immediate supervisors of those employees expected to attend. Because of scheduling requirements, the Director's office shall be notified by Thursday of the week preceding the specified date. The Union office or appropriate Company Representatives shall be advised, by the Director-Labor Relations, of the date and proposed subjects of the conference. Exceptions to this method of arranging for joint conferences shall be made when one Union representative wishes to meet with one Company representative other than his/her own supervisor; in such cases, the Union representative shall arrange with his/her immediate supervisor for the necessary time off.

3. The Company will pay Union representatives for time off during scheduled working hours to attend joint conferences including any necessary time spent during scheduled working hours in traveling to and from such conferences. Union representatives shall return to regular duty at the conclusion of any joint conference which terminates a reasonable time prior to the completion of



scheduled working hours. The Company will not pay transportation and meal expenses.

4. Minutes of joint conferences shall be recorded by a person employed by the Union and shall be approved in writing by a designated Company representative and a designated Union representative. The Company may also have its representative present to record minutes when it so desires and shall furnish a copy of such minutes to the Union. In return for the Union providing secretarial service, the Company will assume the cost of printing the minutes of joint conferences and will furnish the Union office up to thirty-five (35) copies of such minutes. Upon request, copies in excess of thirty-five (35) will be furnished to the Union at cost.

5. The Union chairman shall be the chairman of joint conferences between Union and Company representatives.

## **ARTICLE XV**

### **COLLECTION OF DUES**

1. Upon written order signed by a bargaining unit employee, the Company will deduct from that employee's wages and pay over to the Union the amount specified in said order. The Union will reimburse the Company for the cost of making the transaction.

2. The Union agrees that at its own expense it will defend, indemnify, and save harmless the Company from and against all claims, demands, suits, damages, or expenses, of any kind whatsoever, arising out of or in any manner, except for the Company's own willful misconduct, incident to any action taken by the Company in complying with Section 1 of this Article XV.

## **ARTICLE XVI**

### **AGENCY SHOP**

1. Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this agreement, shall as a condition of employment pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth day after such entrance, whichever of these dates is later, until the termination of this contract.

2. For purpose of this Article, "employee" shall mean any person entering into the bargaining unit. Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members, shall, as a condition of employment, pay or tender to the Union amounts equal to the

periodic dues applicable to members for the period beginning 30 days after the effective date of this agreement, until the termination of this agreement.

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

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

## **ARTICLE XVII**

### **PROMOTIONS AND TRANSFERS OF UNION OFFICERS**

1. In the event of a proposed promotion, advancement or transfer of a Business Agent, Chief Steward or Executive Board member, the Company will give two (2) weeks written notice to the Union as well as notifying the individual involved.

## **ARTICLE XVIII**

### **UNION ACTIVITIES**

1. No employee shall engage in any Union activity, except joint meetings with the Company's representatives, during work periods. Incidental activities associated with the functions of locals may be performed outside of such work periods, provided such activities are performed by Union members who are also employees and are carried on in space where no Company operations or administrative work is performed, or where such activities do not interfere with the operations of the Company or the use of the space by other employees for the purpose for which the space intended. In case of emergency, supervisors may excuse Union representatives from duty without pay, to carry on such activities.

2. Insofar as requirements of the business permit, employees will be excused from duty, without pay, when required to do Union work. Union representatives shall make arrangements with their immediate Supervisors in advance of such absences giving at least one (1) week's advance notice of the requested absence.

3. Conditions of work permitting, employees shall be excused from their normal tour of duty in periods of half days or whole days unless part of such periods can be used for productive work.

4. Union meetings shall not be held on Company property.

## **ARTICLE XIX**

### **FEDERAL OR STATE LAWS**

1. Should any Federal or State law or regulations, or the final decision of any court or board of competent jurisdiction, affect any practice or provision of this Contract, the practice or provision so affected shall be made to comply with the requirements of such law, regulation or decision for the localities within the jurisdiction; otherwise all other provisions of and practices under this Contract shall remain in full force and effect. Any changes made under this article shall be discussed and agreed upon jointly by the Company and the Union before written revisions are issued.

## **ARTICLE XX**

### **AMENDMENT**

1. This Contract shall be subject to amendment by mutual agreement of the parties hereto at any time. The specific terms of such amendment shall be committed to writing and signed by a duly authorized Company representative and a duly authorized Union representative. Any announcement of such amendment shall be worded identically when issued separately by the Union and the Company.

2. It is expressly understood that this Contract does not cover all working conditions now existing or which may arise in the future. Both parties reserve the right to bargain regarding any working conditions not specifically covered in this Contract.

## **ARTICLE XXI**

### **ARBITRATION**

1. In the event that any dispute or controversy concerning the true intent and meaning of a provision of this Contract, or a question as to the performance of any obligation here under, or any grievance as defined in Article XIII arises and cannot be satisfactorily settled by negotiation between the Union and the Company, with the exception stated in paragraph 5 of Article X of this Contract, the matter shall be arbitrated upon written request of either party to the other in the following manner.

- (C) a. In the event that either party wishes to proceed to arbitration it will provide a letter requesting arbitration within sixty (60) days of a Step 3 denial. After the filing of the request, the Union shall appoint one person to serve as an arbitrator and the Company shall appoint one

person to serve as an arbitrator. The Union and the Company shall jointly appoint a third person who shall serve as Chairperson.

In the event that, after a good faith effort by the parties, an agreement cannot be reached on the appointment of a third person within 45 days, or if either party fails to respond to the other party within 15 days of receipt of the letter requesting arbitration, the Chairperson shall be designated by the American Arbitration Association. The rules and regulations of the American Arbitration Association which are in force at the date of the submission of the matter to arbitration shall govern all arbitration proceedings.

- b. After the appointment of this committee, hearings shall be started and carried to conclusion as expeditiously as possible.
  - c. The decision of the majority of this Arbitration Committee shall be final and the Union and the Company agree to abide by such decision.
2. The compensation and expenses of the Union and the Company appointees shall be borne by the respective organizations choosing them while those of the Chairman and the general expenses of the arbitration shall be borne by the Union and the Company equally.
3. Whenever the Union notifies the Company in writing of its election to arbitrate a grievance, and in the same writing also states (1) The election to arbitrate is involved in the Union's internal appeals process, and (2) that the notice of elections to arbitrate is therefore being given solely to preserve the Union's right to arbitrate in the event the appeal is upheld, the parties agree that the running of the 60 day time limit shall be frozen as of the date the Company receives such notice.
4. With respect to any grievance as to which notice is given to the Company in accordance with the terms of Section 3 above, the Union shall notify the Company promptly in writing of the outcome of its internal appeal process and at the same time:
- a. If the appeal is upheld, the Union shall also notify the Company of its intent to proceed to arbitration and the running of the 60 day time limit in Section 1, paragraph a. shall resume as of the date upon which the CWA Staff Representative receives notice that the appeal is upheld. Under no circumstance will the Union notify the Company of its intention to proceed to arbitration more than 14 months after the denial of the Step 3 notice.
  - b. If the appeal is denied, the Union shall also notify the Company of its withdrawal of its previous notice to arbitrate the subject grievance.

## **ARTICLE XXII**

**(Reserved for Future Use)**

## **ARTICLE XXIII**

### **NON-DISCRIMINATION CLAUSE**

1. In a desire to restate their respective policies neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, or national origin or because he or she is handicapped, a disabled veteran or a veteran of the Vietnam era.

## **ARTICLE XXIV**

**(Reserved for Future Use)**

## **ARTICLE XXV**

**(Reserved for Future Use)**

## **ARTICLE XXVI**

**(Reserved for Future Use)**

## **ARTICLE XXVII**

### **MISCELLANEOUS**

1. The Union may use space on Company bulletin boards for posting notices and bulletins in consideration of an annual rental rate mutually agreeable.
2. The Company will furnish the Union office bi-weekly with a list of employees engaged, transferred and released during each week. The Union will reimburse the Company for the cost of this service.
3. The Company will regularly furnish the Union office with copies of the following:
  - a. Wage and Working Practices
  - b. Wage Maxima Sheets
  - c. Wage Progression Schedules

- d. Job Descriptions
- e. Transfer Practices
- f. Monthly Report No. 1 - Condensed Summary of Reports of The Southern New England Telecommunications Corporation

4. Company representatives at or above director level shall address all communications to and conduct business relations with the Union through the Director-Labor Relations.

## **ARTICLE XXVIII**

### **DURATION AND BASIS OF REOPENING**

1. This Contract shall commence and be binding upon the parties hereto from the 8<sup>th</sup> day of April, 2012, and shall continue in force and effect until 11:59 PM on **April 14, 2018**.

If not terminated on said **14<sup>th</sup>** day of April, **2018** by either party giving sixty (60) days prior notice in writing of its election to so terminate, it shall be a continuing Contract until terminated by similar sixty (60) days notice from one party to the other. Subject only to the provisions of any applicable law, it is mutually agreed that after **April 14, 2018**, either party on reasonable notice to the other may reopen negotiations on matters covered by this Contract.

2. This Contract supersedes and revokes a prior Contract dated April 5, 2009, and constitutes the full and complete agreement between the Company and the Union on all bargainable issues and neither party shall be required to negotiate or bargain upon any issue until after **April 14, 2018**.

AT&T EAST

By: Kevin Zupkus  
AVP – Labor Relations – AT&T East

COMMUNICATIONS WORKERS OF AMERICA

By: Dennis G. Trainor  
Assistant to the Vice President – CWA, District 1

By: Patricia M. Telesco  
CWA International Staff Representative

By: William F. Henderson, III  
President-CWA Local 1298

### **2A. Amended MOA**

Frontier Communications

By: Cecilia McKenney  
EVP, HR & Administrative Services

COMMUNICATIONS WORKERS OF AMERICA

By: Dennis Trainor  
Assistant to the Vice President – CWA, District 1

By: Tonya Moore  
CWA International Staff Representative

By: William F. Henderson, III  
President-CWA Local 1298

**SUPPLEMENTAL AGREEMENTS  
BETWEEN  
THE COMPANY AND THE UNION**

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<sup>1</sup> Also applies to former "core" Premises Technicians

<sup>2</sup> Does not apply to work covered by former Appendix F

<sup>3</sup> Applies only to work covered by former Appendix F



**Memorandum of Agreement Regarding Force Movement of Employees**

**Memorandum of Agreement Regarding Employment Classifications  
Based Upon Entry into the Sales and Service Technician II Job Title**

**Memorandum of Agreement Regarding Economic Protection Following  
Placement into the Sales and Service Technician II Job Title of Surplus  
Core Employees**

**2014 Acquisition-Related Memorandum of Agreement**

**SUPPLEMENTAL AGREEMENTS  
BETWEEN  
THE COMPANY AND THE UNION**

**(C) SUCCESS SHARING PLAN**

Based on the Union and Company's desire to have employees share in the success of the Company, the parties agree to a Success Sharing Plan (SSP). Eligible employees may receive annual lump sum cash payments based on AT&T stock price appreciation and AT&T dividend rate. Effective with the 2015 plan year, the annual lump sum cash payment shall be based on the Frontier stock price appreciation and Frontier dividend rate

A. Plan Components

1. Success Units

Employees will be awarded 150 success units at the beginning of each award year (October 1, 2012, October 1, 2013, October 1, 2014, October 1, 2015, October 3, 2016 and October 2, 2017). Those success units will only be valid for that award year and will not carryover to the next award year. A success unit is only used as a multiplier in the payout calculation and is not a share of stock nor has any other value.

2. Determining Award Value

Award Year	Beginning Award Value	Ending Award Value
2013 (October 1, 2012 to September 30, 2013)	October 1, 2012 closing AT&T stock price	September 30, 2013 closing AT&T stock price
2014 (October 1, 2013 to September 30, 2014)	October 1, 2013 closing AT&T stock price	September 30, 2014 closing AT&T stock price
2015 (October 1, 2014 to September 30, 2015)	October 1, 2014 closing Frontier stock price	September 30, 2015 closing Frontier stock price
2016 (October 1, 2015 to September 30, 2016)	October 1, 2015 closing Frontier stock price	September 30, 2016 closing Frontier stock price

2017 (October 3, 2016 to September 29, 2017)	October 3, 2016 closing Frontier stock price	September 29, 2017 closing Frontier stock price
2018 (October 2, 2017 to September 28, 2018)	October 2, 2017 closing Frontier stock price	September 28, 2018 closing Frontier stock price

The stock price used in establishing the award value will be the closing AT&T stock price on the New York Stock Exchange. Effective with the 2015 plan year, the stock price used in establishing the award value will be the closing Frontier stock price on NASDAQ.

The award value will be adjusted proportionally to reflect any stock split.

### 3. Determining Dividend Rate Value

The dividend rate value will be determined by adding each AT&T declared quarterly dividend during the award year (December, March, June, and September) and multiplying this total by 150 success units.

Effective with the 2015 plan year, the dividend rate value will be determined by adding each Frontier declared quarterly dividend during the award year, multiplying this amount by 4.5 and then multiplying this total by 150 success units.

### 4. Payout

Employees will receive a total payout based on the difference between the ending award value and the beginning award value for the award year times 150 success units plus the dividend rate value. For example:

Stock Appreciation Value:

Beginning award value – October 1, 2012 closing AT&T stock price \$30.00

Ending award value – September 30, 2013 closing AT&T stock price \$35.00

Payout –  $\$35 - \$30 = \$5 \times 150 \text{ success units} = \$750.00$

Dividend Rate Value:

December 31, 2012 dividend \$ .45

March 31, 2013 dividend \$ .45

June 30, 2013 dividend \$ .45

September 30, 2013 dividend \$ .45

Total Dividend \$1.80

Payout -  $\$1.80 \times 150 \text{ success units} = \$270.00$

Total Payout

$\$750.00 \text{ stock appreciation value} + \$270.00 \text{ dividend rate value} = \$1,020.00$

Payment of the award will be made as soon as practicable after the award year and will normally occur the payday of the last full pay period in November.

B. Eligibility

Employees eligible for payments as described above are those regular, temporary and term employees who are on the payroll on both the beginning and ending dates of the award year and who work for a minimum of three (3) months within the award year in a position covered by this Collective Bargaining Agreement. Eligible employees who are on approved leaves of absence, short-term disability absence or partial disability absence and meet the other eligibility requirements on the ending date of the award year shall receive a payment, provided they return to duty on or before December 31 of the year in which the payment is made.

An eligible employee who transfers between AT&T Companies participating in the SSP will be eligible to receive a payout under the terms of the SSP applicable to the employee's current bargaining unit at the time of a payout, so long as the combined service in both AT&T Companies satisfies the above eligibility provisions.

C. Part-Time Employees

Eligible regular part-time employees will receive prorated payments based on their part-time classification (or "part-time equivalent work week") on the ending date of the award year.

D. Benefits Treatment

SSP payments will be recognized as eligible compensation under the following benefit plans:

- Medical
- Life Insurance
- Pension
- Savings Plan

E. Taxes, Personal Allotments

Payments are subject to state and local taxes, Federal Income Tax, Social Security Tax, Medicare Tax, and any state disability deductions at the time of payment. Union dues will be deducted at the same rate as they are deducted for wages. Employees with 401(k) pre-tax elections will not have State or Federal Income Taxes deducted from that portion.

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

F. Dispute Resolution

Company determination under this plan shall be final and binding. The Union may present grievances relating to matters covered by the SSP, but neither the plan nor its administration shall be subject to arbitration.

## COMMITMENT OF EMPLOYMENT SECURITY

(C)

(Not applicable to an employee who is a “non-core” Sales and Service Technician II)

### Introduction:

The Company and the Union recognize that through the normal course of business, change is inevitable and that some of these changes such as technological changes in equipment, organization or methods of operation may affect job security, the nature of work to be performed and the skills necessary to work in a new environment. As has been a long standing practice, the Company is committed to meeting with the Union up to six months in advance or as early as practical in the planning process of those major technological changes that may affect employees represented by the Union, to provide the Union with information and to discuss the potential impact and effect of such changes on employees.

### Employment Security Commitment:

In response to CWA and employee concerns regarding employment security, the parties agree that if the Company:

- has informed the Union of the necessity for force adjustments and
- has begun the implementation of the provisions in Article VII of the Basic Contract and
- has concluded the voluntary re-deployment process outlined in Paragraph 1 (e) of Article VII and
- has provided the Union with formal written notification as to the necessity for further force adjustments and its intent to introduce layoffs no earlier than fifteen (15) days from the date of notification as outlined in Paragraph 1 (f) of Article VII (the “force disposition date”):

1. The Company will provide a *Guaranteed Job Offer* for surplus declarations declared after ratification to qualified regular employees who have been designated for layoff subject to the conditions and provisions contained below. The *Guaranteed Job Offer* will not apply to employees hired or rehired on or after April 8, 2012 excluding employees rehired as a result of recall from a layoff prior to the date of ratification of this contract.

2. Any eligible regular employee who, after the ratification date of this Agreement, has been designated for layoff pursuant to Article VII, Paragraph 1 (i), shall, prior to involuntary layoff, be offered a CWA represented bargaining unit job for which he/she is qualified in Connecticut in one of the following Companies: The Southern New England Telephone Company/Frontier Communications.

3. The *Guaranteed Job Offer* shall be made to those qualified employees who have been designated for layoff, pursuant to Article VII, Paragraph 1(i), in accordance with the following procedure:

- a. The Company will compile a list of all available CWA represented bargaining unit jobs in Connecticut for the Companies listed in paragraph 2 above and will prepare a list of all employees in order of seniority who have been designated for layoff.
  - b. Employees who have been designated for layoff must be qualified or become so qualified, by meeting the basic qualifications, including passing the appropriate tests, for the *Guaranteed Job Offer* positions for which they wish to be considered. Employees hired on or after July 1, 2004 and prior to April 8, 2012 must also be satisfactory in attendance and performance to receive any benefits under this agreement. Refusal to test will be considered a declination.
  - c. Beginning on the sixteenth (16th) day after surplus notification (or on the day following the anticipated force disposition date) the employees who have been designated for layoff will be offered an available position for which they have met the basic qualifications. In cases where there are multiple locations for an available title, locations will be filled in seniority preference order from among the employees offered available positions in that particular job title.
  - d. An employee to whom a *Guaranteed Job Offer* has been made has one (1) working day to accept the offer after which it will be considered rejected. The Company and the Union will jointly address individual employee circumstances where the one-day acceptance period may require adjustment.
  - e. Employees accepting a job offer outside their current bargaining unit shall be treated as if they had been transferred under the terms and conditions of the Intersubsidiary Movement process and shall be subject to all applicable receiving company practices, policies, collective bargaining agreement provisions and benefit plan eligibility standards related to or affected by Net Credited Service.
  - f. Rejection of a *Guaranteed Job Offer* voids this Employment Security Commitment, and shall be considered an election by the employee to terminate employment with Layoff Payments as outlined in Paragraph 5 of Article VII.
4. The force surplus conditions contemplated and dealt with in this Commitment are those which occur in the normal course of business for reasons including technological change, etc. The Company retains the right, however, to suspend or cancel at any time the application of this Commitment when a force surplus is declared because of any change or fluctuation in economic or business conditions as determined by the Company. The Company shall not suspend or cancel the application of this commitment for the life of the 2012 contract.
5. Wage treatment, including "Transition Pay" treatment, will be administered to eligible employees who accept or receive jobs under the provisions of this Commitment in accordance with Paragraph 1 (i) of Article VII.

In the event of any conflict between the provisions of this Memorandum of Agreement and the provisions of Article VII of the Basic Contract, the provisions of this Memorandum of Agreement shall control.

This Agreement shall become effective with ratification of the 2012 Contract and apply to surpluses declared on or after that date. All provisions of this Agreement shall expire and will not apply to force surplus declarations occurring on or after 11:59 p.m. on April 14, 2018. All provisions of this Agreement shall be subject to the grievance procedures set forth in Article XIII, Grievances, of the Basic Contract, and any grievance shall initially be filed at the third step with Labor Relations.

### **PRE-TEST TRAINING WORKSHOPS**

For the remaining life of the Current Contract (April 14, 2018), the Company and the Union will jointly sponsor *Pre-Test Training Workshops* to be offered to employees in the Medically Initiated Transfer (MIT) Process. As part of this joint sponsorship, the Company will treat the time of the Union trainers delivering the *Pre-Test Training Workshops* and the time of MIT candidates attending the workshops as Company-paid. The Union will provide facilities and materials as well as trainers to deliver the *Pre-Test Training Workshops*.

In addition, the Company will treat the time of the Union trainers delivering the *Pre-Test Training Workshops* to employees impacted by the "layoff path" (paragraph 1, b-j) of Article VII as Company-paid time. Employees attending such *Pre-Test Training Workshops* will do so on Company time with scheduling being subject to business needs.

### **FAMILY CARE COMMITTEE**

The Family Care Committee will consist of a proportionate number of management and bargaining unit employees. The Family Care Committee will address family care issues in the workplace and develop ways to help employees resolve some of the problems they may encounter. In an effort to help employees meet family and work commitments, the committee will focus on such areas as childcare, eldercare and education loans. Other programs may be initiated as the need arises. The Company will replenish the Family Care Fund to the extent necessary to provide a pool of up to \$150,000 which may be expended during the term of the Contract. The Joint Family Care Committee will continue to administer the Fund.

(C) **MONITORING - Call Observing - Service Representative/  
Sales Consultant – Repair Service Specialist (2016)**

**Background**

AT&T East's major goals include increased revenues, cost control, improved customer service and creating a positive work environment for our employees. To that end the Company and the Union agreed during 2001 bargaining to establish a Monitoring Task Force to balance company goals and employee concerns around call observing. The output of this task force is policies and procedures for monitoring that the Company and the Union agreed to implement at AT&T East.

**Why do we Monitor Calls**

- To train and develop employees
- To ensure call flow process is being followed
- To ensure legal/regulatory requirements are met, i.e. CPNI
- To ensure integrity of sales practices, i.e. no slamming or cramming
- To identify training opportunities
- To identify customer needs
- To evaluate new/changed practices and procedures
- To evaluate product acceptance
- To measure overall impact of the company processes

**How do we monitor customer calls**

Call Observing may be characterized as:

1. Individual Employee Evaluation
2. Team Measurement Observing
3. Side by Side Observations
4. Management Calibration Observations

**1. Individual Employee Evaluation Observations**

This form of remote observation evaluates an individual employee's performance against standardized call flow parameters. Management or its designee performing Individual Employee Evaluation observing will utilize the following guidelines:

- 2 – 10 remotely observed calls will be evaluated monthly on all Service Reps. The number of calls will vary based on employee skill and specific developmental needs. Observations will be done remotely, either live or recorded with the current observing system.
- Calls for evaluation purposes will be chosen randomly and cannot be chosen exclusively because of key words, call length or by CR!FT scores, etc.

- Calls used for evaluative purposes will be differentiated in the employee's coaching log from those calls used for coaching and development purposes by the Manager/Coach (e.g., "Eval" or "C&D").
- Any full call is applicable and cannot be deemed non-applicable because it is a "non-sale" call.
- Employees who have achieved "Notification" will be advised as to when these call observations will be scheduled.
- Employees who have not achieved "Notification" will not be advised as to when the observations will occur.
- While it is not the intent of Individual Employee Evaluation, disciplinary action could occur based on observation results if any of the following were to occur:
  - Gross discourtesy or abuse of the customer is observed
  - Attempt to defraud the company through dishonest sales practices (cramming/slammings)
  - The employee violates privacy of communications or demonstrates integrity problems
  - Employee continually fails to meet established performance standards, as identified through the observation process.

#### **Notification**

- Employees who qualify will receive 24-hour advance notification, either verbal or written, of when they are scheduled for any remote Individual Employee Evaluation Observations. Employees with notification may be observed for evaluation purposes on up to any three days in an observation month. On the rare occasions when observations need to be rescheduled, employees will receive advance notification (no later than the start of the day that had been scheduled for evaluative observing) that
- They will not be observed for evaluative purposes on the day that had been scheduled for observing; and
- The new rescheduled date(s).
- Notification will be revoked if an employee fails to meet any of the established criteria for two consecutive months. For example, an employee may not meet expectations for the call flow process in month one, and fail to meet sales attainment in the second month. In this example the employee would lose Notification until they re-qualify. To reacquire Notification, employees must meet and sustain the performance criteria established within each work group for three consecutive months.
- Note: Employees in the probationary period (transfers) or trial period (new hires) are not eligible for Notification. Employees must complete their probationary/trial period to acquire Notification.

#### **Employee Feedback Process**

- (C)
- Observations completed through the current observing system will be reviewed with the employee during the month the observations were recorded unless the observation occurs during the last week of the month. Those observations will be reviewed with the employee during the first week of the following month.



- Remote observations will be reviewed with the employee by the end of the employee's next tour, but no later than within 48 hours of the observation. Supervision must use complete, uninterrupted calls for remote observations used for evaluation purposes.

## **2. Team Measurement Observing**

This form of remote observing determines the overall quality of service being provided by the team. Results of these observations would ensure that the call flow process is being followed, that legal/regulatory requirements are met and that ethical sales practices are being adhered to. These observations would also identify training opportunities and customer reaction to new products and promotions. Team results could be compiled at the state, office/Manager and Assistant Manager levels. This observing will occur throughout the month on a representative sampling of employees. No advance notice of this observing will be provided since these efforts are oriented toward overall office performance rather than individual.

While not the intent of Team Measurement observing, disciplinary action could occur based on observation results if any of the following were to occur:

- Gross discourtesy or abuse of the customer is observed
- Attempt to defraud the company through dishonest sales practices (cramming/slamming)
- The employee violates privacy of communications or demonstrates integrity problems

Team observing results may be documented and given to the observed employee for developmental/diagnostic purposes only. These calls will be differentiated in the employee's coaching log from those calls used for evaluative purposes by the Manager/Coach (e.g., "Eval" or "C&D").

## **3. Side by Side Observations**

Side by side observations are generally conducted for developmental purposes. Frequency of these observations will be based on skill and specific developmental plans for the individual employee. These calls will be differentiated in the employee's coaching log from those calls used for evaluative purposes by the Manager/Coach (e.g., "Eval" or "C&D").

## **4. Management Calibration Observations**

These sessions help to hone our Management Team's observation and call flow evaluative skills. They also ensure a level of consistency necessary to fairly evaluate our employees. The office will be informed when Calibration monitoring is being performed. Results of calibration sessions can be shared at the office and AM levels. Calibration observing results may also be documented and given to the observed employee for developmental/diagnostic purposes only. These calls will be differentiated in the employee's coaching log from those calls used for evaluative purposes by the Manager/Coach (e.g., "Eval" or "C&D").

While it is not the intent of Management Calibration Observing, disciplinary action could occur based on observation results if any of the following were to occur:

- Gross discourtesy or abuse of the customer is observed
- Attempt to defraud the company through dishonest sales practices (cramming/slamming)
- The employee violates privacy of communications or demonstrates integrity problems



William H. Porter  
*Vice President*  
*Labor Relations*

310 Orange Street

5<sup>th</sup> Floor  
New Haven, CT 06510  
Phone 203.771.5242

**Does not apply to work covered by former Appendix F**

December 17, 2000

Mr. Dennis Trainor  
International Staff Representative  
CWA  
193 State Street  
North Haven, CT 06473

Mr. Paul J. Hongo, Jr.  
President  
CWA Local 1298  
3055 Dixwell Avenue  
Hamden, CT 06518

Dear Dennis and Paul:

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

You can be assured, it continues to be our general policy that traditional telephone work consistently performed by bargaining unit employees will not be contracted out if it will currently and directly cause layoffs or part-timing of employees. In this context, you can also be assured that the company will make every effort, consistent with the needs of the business, to use bargaining unit employees, rather than outside contractors, to perform bargaining unit telecommunications work expected to be of extended duration, including telecommunications work requiring application of new technologies.

However, prior notice of the decision to contract out such work will be provided in those cases in which it is anticipated that the contracting out is not of an occasional nature. As a part of such notice, information regarding the purpose, scope and expected duration of the work will be discussed along with the reasons for the decision. At that time, the union will be given a full opportunity to discuss their views and review the impact that the decision may have on their members regarding such things as the availability of overtime. In addition, the company will update the union on the progress of the work and any circumstances that might require modification to the original plans and also, provide a semiannual report outlining the number of contract people currently employed in the above work functions.

We will agree that should disagreements arise out of the use of contract labor that by mutual agreement the parties may submit such disagreement for discussion to the Federal Mediation and Conciliation Service, with the intent of reaching a mutually satisfactory resolution. Should this process fail in reaching an agreement, binding arbitration, in accordance with Article XXI of the Labor Contract, can be requested by either party.

Sincerely,

William H. Porter

## **CONTRACTING OUT**

### **Applies only to work covered by former Appendix F**

It is the Company's objective to consider carefully the interests of both the customer and employee along with all other considerations essential to the management of the business in a highly competitive and dynamic environment. While the Company believes it is in its best interests to utilize its own employees, the Company does use contractors as it deems necessary in order to respond to a highly unpredictable marketplace. For various reasons where the needs of the business require the Company may subcontract.

(C)

### **MEMORANDUM OF AGREEMENT** **MOVEMENT OF WORK**

This Memorandum of Agreement ("Agreement" or "MOA") is entered into as of April 8, 2012, between the Communications Workers of America, District 1 ("CWA" or "Union") and The Southern New England Telephone Company, SNET Diversified Group, Inc., AT&T Services, Inc. and AT&T Operations, Inc. (hereinafter referred to collectively as "AT&T – East" or "Company"). All provisions of this Agreement shall expire on and will not apply after 11:59 P.M. on May 9, 2016. It is the intent of the Parties that this stand alone MOA and its terms and commitments shall not continue in force beyond the expiration date absent express written agreement signed by both Parties that specifically modifies the expiration date.

1. The Company will determine the Total Number of CWA-represented Local 1298 Core employees in the titles listed on Attachment A ("Inside Employees") as of June 30, 2013.
2. The Company will determine the Total Number of Inside Employees quarterly for the following dates: September 30, 2013; December 31, 2013; March 31, 2014; June 30, 2014; September 30, 2014; December 31, 2014; March 31, 2015; June 30, 2015; September 30, 2015; December 31, 2015 and March 31, 2016. The Company will provide the Total Number of Inside Employees listed on Attachment A to the Union by the last day of the month following the end of these quarters. The Company will provide to the Union, upon request, data<sup>15</sup> supporting the calculations used by the Company to determine the Total Number.
3. The Company and Union acknowledge the possibility of work performed by Inside Employees moving out of Connecticut. If the Total Number of Inside Employees is reduced below the levels set forth in this paragraph solely as a result of work moving out of Connecticut ("Job Loss"<sup>16</sup>), the

<sup>15</sup> Data to be provided for each Inside Employee included in the quarterly Total Number at issue is 1. Employee Name, 2. Employee Job Title, 3. Employee Work Location, and 4. Employee Status

<sup>16</sup> "Job Loss" does not include declines of Inside Employee jobs related to lower work volumes, attrition or other factors that are not a direct result of the movement of work out of Connecticut.

Company agrees to reduce the Job Loss by adding one job for each job previously transferred in excess of 250 jobs in the same Inside Employee titles as the job(s) previously transferred in excess of 250 by the end of the quarter in which the number of Inside Employees is provided to the Union. The Company will not reduce the Total Number of Inside Employees by more than 250 more than one time during this Agreement.

4. A qualified retirement eligible (Rule of 75 or Modified Rule of 75, whichever is applicable) CWA-represented Inside Employee covered by the AT&T East labor agreement, excluding employees covered by the CIS agreement<sup>17</sup>, may, in lieu of the Enhanced Voluntary Severance Plan (EVSP) offer outlined in paragraph (1.) (a) (1.) of Article VII of the 2012 Labor Agreement between the CWA and AT&T East, elect to retire and receive a pension benefit enhanced by an amount equivalent to 120 percent of the otherwise applicable EVSP subject to all of the following necessary, qualifying conditions:
  - (a) AT&T, in its sole discretion, determines to eliminate all Inside Employee jobs for an identified and listed job title in Attachment A performed by the qualified retirement eligible employee and transfers this work out of Connecticut;
  - (b) The force count in the qualified retirement eligible employee's job title listed in Attachment A is reduced to zero (0) as a result of such Movement of Work.
5. A qualified retirement eligible (Rule of 75 or Modified Rule of 75, whichever is applicable) CWA-represented Inside Employee covered by the CIS agreement, may in lieu of the Layoff Payment under Article XI of the CIS agreement, elect to retire and receive a pension benefit enhanced by an amount equivalent to 120 percent of the otherwise applicable Layoff Payment subject to all of the following necessary, qualifying conditions:
  - (a) AT&T, in its sole discretion, determines to eliminate all Inside Employee jobs for an identified and listed job title in Attachment A performed by the qualified retirement eligible employee and transfers this work out of Connecticut;
  - (b) The force count in the qualified retirement eligible employee's job title listed in Attachment A is reduced to zero (0) as a result of such Movement of Work.
6. The Union understands the Company's ability to maintain employment levels in Connecticut and its ability to offer the enhanced pension above (Paragraphs 4 and 5) depends on having a favorable external environment for its operations and is impacted by the volume of wireline products and services sold in Connecticut. The Union therefore commits to the following:

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<sup>17</sup> "CIS" refers to the Customer Information Services M.O.A. appended to the Core Labor Agreement.

- (a) to meet with the Company to discuss (1) efforts to promote the sales of all Company products and services, (2) to enhance the Company's image in the marketplace as a means of increasing the Company's ability to attract a greater share of customers, and (3) efforts to maintain Core employment in Connecticut; and
  - (b) to meet to discuss the Parties' legislative and regulatory positions to further strengthen the Company's position in the Connecticut marketplace and to create a more favorable environment for jobs in Connecticut. The Parties further commit to provide advance notice of and an opportunity to discuss any intentions to initiate or support any legislative or regulatory activity or submission of a complaint to the Office of the Attorney General of Connecticut that is or could be contrary to any position taken by the other party or could potentially have a negative effect on the Company or its operations or level of employment.
7. Alleged violations of this MOA may be grieved and arbitrated pursuant to the grievance/arbitration provision of the collective bargaining agreement (CBA).

Attachment A  
Inside Employees Title:

ALL DISTANCE SPECIALIST  
COMPUTER SYSTEMS SPECIALIST  
CONSTRUCTION OFC ADMINISTRATOR  
CUSTOMER INFORMATION SPECIALISTS (includes Customer Information Specialist &  
Customer Info Spec-Bilingual)  
CUSTOMER SERVICES TECHNICIAN  
DATABASE ASSURANCE SPEC-E911  
DATABASE ASSURANCE TECHNICIAN  
ENGRNG AIDE-COMN LANG/ROUT COORD  
FACILITIES ASSIGNER  
FORCE ADJUSTMENT SPECIALIST  
GENERAL OFFICE ASSOC-CIS  
GENERAL OFFICE ASSOCIATE  
MAINTENANCE ADMINISTRATOR  
NETWORK TECHNICIAN-ELECTRONIC (in the Network Reliability Center in Meriden, CT)  
NETWORK TRANSLATOR  
PLUG-IN ADMIN SPEC  
REPAIR SERVICE SPECIALIST  
SENIOR ASSOC-DATABASE ADMIN-CIS  
SERVICE ASSISTANT AIDE-CIS  
SERVICE CONSULTANT  
SERVICE ORDER SPECIALIST  
SERVICE REPRESENTATIVES (includes Service Representative, Service Representative-  
DMU, Service Rep-Spanish Center, Leveraged Titles)  
SERVICE REPRESENTATIVE-OCC  
TECH ANALYST-NOC  
TECH ASST-INE  
TECH ASST-ONE  
TECH ASST-PICS/DCPR  
TELECOMM SPEC-INE  
TELEMARKETING SPECIALISTS (includes Telemarketing Specialist and  
Telemarketing Spec-Spanish Center)

## **LEVERAGED TITLE**

This agreement is entered into by and between AT&T East or “the Company” and CWA District One (“the Union”) and sets forth the compensation design and working practices for a new leveraged title.

This agreement will be effective beginning April 8, 2012. All provisions of the Basic Contract between AT&T East and CWA District One will apply except as specified in this Memorandum of Agreement.

1. The Company has established new leveraged titles in Appendix A under the Core Agreements. Compensation will be paid under a leveraged compensation plan consisting of base pay and incentive pay. The Company may establish, modify and/or discontinue target incentive compensation plans, provided that any such plan shall be consistent with this Memorandum.
2. Compensation:
  - a) The maximum wage rate of any leveraged title will be 60% of the maximum base wage rate of the current job title performing like functions.
  - b) The leveraged title will have a 36-month wage schedule with a six (6) month consideration period for wage progression.
  - c) In addition to base wages, leveraged title employees will be eligible for compensation under a target incentive compensation plan once they exceed 50% of their established targets. The dollar basis upon which target incentives are initially created may be adjusted.
  - d) Any General Wage Increases shall be applied to the combined rate of Base Wage and the Target Incentive Amount.
  - e) The target incentive dollar amount will be considered eligible compensation under any benefit plans for which the employee is eligible.
  - f) The incentive plan will be capped at 300% of target incentive.
  - g) Employees in initial training will be eligible to receive 100% of the target incentive amount during initial training.
  - h) Incentive pay:
    - Will be paid based on monthly results and the payout will be in accordance with the AT&T East pay cycle.
    - May be based on multiple performance measures and paid individually or collectively on those measures
    - Will be reviewed with the Union prior to implementation of the leveraged sales compensation plan, which includes plan stipulations. The Company retains the right to modify, amend, suspend, or discontinue leveraged compensation at any time.



3. Locations  
The Company reserves the right to create the leveraged titles in Consumer and Business in the locations it deems necessary based on the needs of the business.
  4. Hours  
Leveraged job titles will be scheduled for forty (40) hours per week and will be on the appropriate wage schedule.
  5. Job Functions  
Job assignments generally will include sales, collections and other responsibilities as determined by the Company.
  6. Performance Management  
Employees in leveraged titles who are not meeting sales **and/or** other company-established objective(s) will be subject to all the provisions of the Collective Bargaining Agreement and will be performance managed with associated formal discipline steps.
  7. Monitoring  
Employees in the leveraged titles may be monitored for service assurance, development, and evaluation based on the Monitoring Agreement for the Service Representative title.
  8. Employee Classifications  
Leveraged titles may be hired in any employee classification such as, but not limited to, Regular Full Time, Regular Part Time, Term and Temporary.
  9. Transfers for Regular Service Representatives  
Current employees performing like functions within the same work group of a leveraged title may choose to convert to the leveraged title and associated compensation plan. In addition, on a one-time basis and at the employee's request, the Company will allow these employees to retreat to their former title within six months of transfer. There would be no retreat rights on any other subsequent moves to the leveraged title.
  10. Surplus Condition  
In the event a force surplus condition occurs in any Company-defined entity in which Leveraged Title employees are part of the entity, the Service Representatives and the Leveraged Title Representatives will be combined and treated as one title for purposes of Article VII administration.
- (C) 11. Transition Pay  
If a surplus employee in a higher wage band accepts a Leveraged Title position as a Guaranteed Job Offer, that employee shall receive Transition Pay. Transition Pay will be computed based on base wages and 100% of Target Incentive. The duration of Transition Pay will be based on the surplus employee's completed years of net credited service as identified in the Layoff Table.

12. Scheduling

For purposes of scheduling, existing Service Representatives and employees on the leveraged titles will be scheduled together by serving team based on seniority and employee preference. Vacation schedules will continue to be completed based on serving team and seniority regardless of title.

13. Trial Period

To ensure the Company has sufficient time to accurately assess the performance of employees on the leveraged titles, new hires in these titles will be considered in the Trial Period until twelve (12) months of service has been achieved, exclusive of any formal training.

14. Leveraged Title Sales Committee

It is the Company's intent to communicate to the Union the contents of sales commissions, incentive plans and promotions applicable to the leveraged title employees. It is also the Company's intent to limit changes in sales commissions, incentive plans or promotions to those required for competitive or business reasons as determined by the Company. While the highly competitive and dynamic nature of the Company's business does not allow the Company to commit to a limitation in sales commission changes, it is the Company's intent that any changes to sales commissions, incentive plans, or promotions will be made in a manner that fairly recognizes both the contribution of the employees and the desire of the Company to outperform its competitors. The Company will provide to the Union a copy of the sales, incentive and promotion plans applicable to leveraged title employees. Further, it is the Company's intent to provide, whenever practicable, at least one (1) week's advance notice to the CWA prior to its notice to employees related to any such changes.

The Company agrees to establish a joint committee to meet twice a year to discuss the status of and suggestions regarding additional compensation plans, commissions, bonuses, and incentive programs. This committee will consist of no more than two (2) representatives each, unless mutually agreed otherwise. The meeting place and time will be by mutual agreement.

(C)

**MEMORANDUM OF AGREEMENT**  
**NATIONAL TRANSFER PLAN**

In response to the CWA's concern for its members' employment security and its expressed interest in removing impediments to movement between various AT&T Companies identified in the attachments to this Memorandum (as long as such company(s) remain wholly-owned subsidiaries of AT&T), the Company agrees to extend the Intersubsidiary Movement (IMF) process and the CWA Surplus Exchange (CSE) process with the following modifications:

**IMF:**

1. Mobility company for the bargaining units listed below will be added to the list of participating companies (Exhibit A)
  - Mobility Bargaining Units
    - Mobility – District 3
    - Mobility – Districts 1, 2, 4, 7, 9, 13
    - Mobility – District 6
2. Eligible employees will receive priority placement before external hires after regional contract processes for any bargaining unit job for which they qualify. The qualification criteria utilized will be the same qualification criteria utilized for the regional contractual processes.
3. In situations where there are equally qualified employees eligible and interested in the same position at the receiving Company, eligible employees will be offered the position in order of seniority. If needed, the tie breaker for employees with the same seniority will be the last four digits of their social security number with the higher number being the more senior.
4. When a bargained-for employee moves among bargaining units of the Company covered by this Memorandum of Agreement, treatment of vacation time, the Designated Holiday (DH), Floating Holidays (FHs), and Excused Work Days (EWDs) or their equivalent (covered time) will be treated as follows:
  - A covered employee will be eligible for covered time for the current vacation year at the new entity based on the existing labor agreements at that entity. Any covered time already taken at the former entity will be deducted from equivalent covered time for which the employee is eligible at the new entity; the remaining covered time will be scheduled at the new entity subject to needs of the business.
  - Covered time carried over from the prior vacation year must be disposed of, i.e., paid in lieu of or taken at the former entity.
  - In no case will an employee's movement from one entity to another result in the double payment for covered time.

5. Employees who have held the Premises Technician job title, or any job title in an agreement or appendix to an agreement that provides for the terms and conditions of employment for Premises Technicians ("Premises Technician Agreements"), are eligible for IMF, but shall be treated as provided in this paragraph. Any employee who has ever held a position in a Premises Technician Agreement will be treated by any receiving company that is party to this IMF agreement and that also is party to a Premises Technician Agreement as if they were received from their own Premises Technician Agreement for all purposes. If the receiving company does not have a Premises Technician Agreement, then employees transferring to that company shall receive the benefits applicable to other bargained-for employees with similar service in the receiving company, except for pension and post-retirement medical and dental benefits; instead, 1) such employees shall participate in the Bargained Cash Balance Program 2, and 2) if such employee meets the eligibility requirements for post-retirement benefits upon termination, the former employee will pay contributions equal to 50% of the total cost of coverage for post-retirement medical and dental coverage if the former employee is not Medicare eligible and will not be eligible for medical or dental post-retirement coverage if Medicare eligible.
6. Employees selected to fill openings in accordance with terms outlined above, will have their Term of Employment (TOE, which was previously known as Net Credited Service or NCS) or Seniority at the departing company recognized by the receiving Company's pension plan or program, subject to the receiving Company's service bridging rules. However where pensions are applicable, the TOE or Seniority will be recognized by the receiving company's pension program only for vesting, participation and eligibility service purposes, but not pension credit or accrual purposes. Further, the service performed at the receiving company will be counted in the departing company's pension plan or program, but only for vesting, participation and eligibility purposes (not for pension credit purposes). In no event will a period of service count as pension credit or accrual service in more than one AT&T pension plan or program (in other words, no double counting of service for pension credit or accrual purposes).
7. Unless expressly provided to the contrary by the Benefits Agreement in the 2012 Core Collective Bargaining Agreement, employees transferring to companies under this Agreement will receive active benefits and any post-retirement benefits under the benefit plans or programs and subject to the terms of the contractual Benefits provisions of the receiving company.

**CSE:**

1. Mobility company for the bargaining units listed below will be added to the list of participating companies (Exhibit B)
  - Mobility Bargaining Units
    - Mobility – District 3
    - Mobility – Districts 1, 2, 4, 7, 9, 13
    - Mobility – District 6
2. Surplus employees who express interest in available positions in participating companies will receive priority placement before external hires after regional contract processes for any bargaining unit job for which he/she qualifies. The qualification criteria utilized will be the same qualification criteria utilized for the regional contractual processes.
3. Employees who are declared surplus and subsequently involuntarily laid off who express interest in available positions in participating companies will receive priority placement before external hires after regional contract processes for any bargaining unit job for which he/she qualifies for a period of twelve (12) months following their involuntary lay off. The qualification criteria utilized will be the same qualification criteria utilized for the regional contractual processes.
4. In situations where there are equally qualified employees eligible and interested in the same position at the receiving Company, eligible employees will be offered the position in order of seniority. If needed, the tie breaker for employees with the same seniority will be the last four digits of their social security number with the higher number being the more senior.
5. Any CWA-represented regular employee covered by a CWA Labor Agreement held by a participating company whose work is moving from that company to another participating company may be offered the opportunity to follow their work. Such offer will be subject to the need for additional employees at the receiving Company and all applicable qualifications and selection criteria at the receiving Company. Employees who select this option in lieu of any severance payment and who are placed at and report to, the receiving Company, will receive payment for Relocation Allowance per the applicable terms and conditions of the collective bargaining agreement at their former Company. This Relocation Allowance will be paid when 1) the employee relocates his/her home residence as a result of following the work; and 2) the employee's new place of reporting is fifty (50) miles or greater road miles by the most direct route farther from their residence than was the old report location.
6. Any CWA-represented regular employee covered by a CWA Labor Agreement held by a participating company who becomes surplus and is offered a job, through the CSE process, in another participating company, will receive payment for Relocation Allowance per the applicable terms and conditions of the collective bargaining agreement at their former Company. Employees who accept a job offer in lieu of any severance payment and who are placed at and report to, the new location will receive payment for this Relocation Allowance when 1) the employee relocates his/her home residence; and 2) the employee's new place of reporting is fifty (50) miles or

greater road miles by the most direct route farther from their residence than was the old report location.

7. When a bargained-for employee moves to another bargaining unit of the Company covered by this Memorandum of Agreement, treatment of vacation time, the Designated Holiday (DH), Floating Holidays (FHs), and Excused Work Days (EWDs) or their equivalent (covered time) will be treated as follows:
  - A covered employee will be eligible for covered time for the current vacation year at the new entity based on the existing labor agreements at that entity. Any covered time already taken at the former entity will be deducted from equivalent covered time for which the employee is eligible at the new entity; the remaining covered time will be scheduled at the new entity subject to needs of the business.
  - Covered time carried over from the prior vacation year must be disposed of, i.e., paid in lieu of or taken at the former entity.
  - In no case will an employee's movement from one entity to another result in the double payment for covered time.
8. Employees who have held the Premises Technician job title, or any job title in an agreement or appendix to an agreement that provides for the terms and conditions of employment for Premises Technicians ("Premises Technician Agreements"), are eligible for CSE, but shall be treated as provided in this paragraph. Any employee who has ever held a position in a Premises Technician Agreement will be treated by any receiving company that is party to this CSE agreement and that also is party to a Premises Technician Agreement as if they were received from their own Premises Technician Agreement for all purposes. If the receiving company does not have a Premises Technician Agreement, then employees transferring to that company shall receive the benefits applicable to other bargained-for employees with similar service in the receiving company, except for pension and post-retirement medical and dental benefits; instead, 1) such employees shall participate in the Bargained Cash Balance Program 2, and 2) if such employee meets the eligibility requirements for post-retirement benefits upon termination, the former employee will pay contributions equal to 50% of the total cost of coverage for post-retirement medical and dental coverage if the former employee is not Medicare eligible and will not be eligible for medical or dental post-retirement coverage if Medicare eligible.
9. Employees selected to fill openings in accordance with terms outlined above, will have their Term of Employment (TOE, which was previously known as Net Credit Service or NCS) or Seniority at the departing company recognized by the receiving Company's pension plan or program, subject to the receiving Company's service bridging rules. However, the TOE or Seniority will be recognized by the receiving company's pension program only for vesting, participation and eligibility service purposes, but not pension credit or accrual purposes. Further, the service performed at the receiving company will be counted in the departing company's pension plan or program, but only for vesting, participation and eligibility purposes (not for pension credit purposes). In no event will a period of service count as pension credit or

accrual service in more than one AT&T pension plan or program (in other words, no double counting of service for pension credit or accrual purposes).

10. Unless expressly provided to the contrary by the Benefits Agreement in the 2012 Core Collective Bargaining Agreement, employees transferring to companies under this Agreement will receive active benefits and any post-retirement benefits under the benefit plans or programs and subject to the terms of the contractual Benefits provisions of the receiving company.

**Order of Consideration:**

Job offers made under IMF or CSE will follow the order of consideration below after regional contract processes for any bargaining unit job for which he/she qualifies.

- (1) Surplus employee currently on the payroll and surplus employees involuntarily laid off within the last twelve (12) months
- (2) Current employee using the IMF process

For both IMF and CSE, the Union agrees that it will not seek to alter any existing bargaining units in any AT&T Company on the basis of any movement or transfer of employees between said companies as a result of this Agreement. Further, the Union will not, on the basis of this Agreement or change in operations or practices made by Participating Companies as a result of this Agreement in any pleading, petition, complaint or proceeding before the National Labor Relations Board, an arbitrator or panel of arbitrators, or any court, assert, claim, charge or allege that such companies are a single or joint employer or enterprise, alter egos, accretions or successors of one another, or that any bargaining units of said entities represented by or sought to be represented by the Union are a single bargaining unit, or are or should be otherwise altered in their scope or composition. This commitment on the part of the Union will survive the expiration of this Memorandum, unless and until such time as this commitment is terminated by the mutual written agreement of the parties.

This Agreement shall be subject to the grievance and arbitration procedures of the affected employee's collective bargaining agreement.

FOR THE UNION:

FOR THE COMPANY:

By: \_\_\_\_\_

By: \_\_\_\_\_

**CURRENT PARTICIPATING COMPANIES  
COVERED BY INTERSUBSIDIARY MOVEMENT**

Ameritech Services, Inc.  
AT&T Billing Southeast, Inc.  
AT&T Corp.  
AT&T Laboratories, Inc.  
AT&T Mobility, LLC  
AT&T Operations, Inc.  
AT&T Services, Inc.  
BellSouth Communication Systems, LLC  
BellSouth Telecommunications, Inc. LLC  
Illinois Bell Telephone Company  
Indiana Bell Telephone Company  
Michigan Bell Telephone Company  
Nevada Bell Telephone Company  
The Ohio Bell Telephone Company  
Pacific Bell Telephone Company  
SBC Global Services, Inc. (Midwest, West Region)  
SBC Internet Services, Inc.  
SNET Diversified Group, Inc.  
Southern New England Telephone  
Southwestern Bell Telephone Company  
TC Systems, Inc.  
TCG Carolinas  
TCG New Jersey  
TCG New Jersey, Inc.  
TCG Rhode Island  
TCG Services, Inc.  
Teleport Telecommunications New York  
Wisconsin Bell Telephone Company



**CURRENT PARTICIPATING COMPANIES  
COVERED BY CWA SURPLUS EXCHANGE**

Ameritech Services, Inc.  
AT&T Billing Southeast, Inc.  
AT&T Corp.  
AT&T Laboratories, Inc.  
AT&T Mobility, LLC  
AT&T Operations, Inc.  
AT&T Services, Inc.  
BellSouth Communication Systems, LLC  
BellSouth Telecommunications, Inc. LLC  
Illinois Bell Telephone Company  
Indiana Bell Telephone Company  
Michigan Bell Telephone Company  
Nevada Bell Telephone Company  
The Ohio Bell Telephone Company  
Pacific Bell Telephone Company  
SBC Global Services, Inc. (Midwest, West Region)  
SBC Internet Services, Inc.  
SNET Diversified Group, Inc.  
Southern New England Telephone  
Southwestern Bell Telephone Company  
TC Systems, Inc.  
TCG Carolinas  
TCG New Jersey  
TCG New Jersey, Inc.  
TCG Rhode Island  
TCG Services, Inc.  
Teleport Telecommunications New York  
Wisconsin Bell Telephone Company

### **PRESIDENTIAL COUNCIL**

The Memorandum of Agreement – President's Council will be administered on a national basis by the CWA and AT&T.

The CWA and the company enjoy a strong historic relationship as partners on many issues. In recognition of the parties' desire to continue to foster meaningful dialogue on matters of mutual interest, the Company and CWA agree to establish a Presidential Council to discuss such matters.

The Council commits to meet semiannually to continue this relationship. The parties agree to utilize this Council to engage in substantive discussions and exchange information concerning the ongoing state of the company and the union, the economy, federal and state political issues, and other concerns of both parties. Those attending this Council will include leaders of the Company and CWA. It is the Company's intent to have the appropriate senior business unit leaders in attendance if their schedules so permit.

**MEMORANDUM OF AGREEMENT**  
**REGARDING NEUTRALITY AND CARD CHECK RECOGNITION**

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The card check agreement will be administered on a national basis by the CWA and AT&T.

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AT&T Inc. ("the Company") and Communications Workers of America ("the Union"), enter into this Memorandum of Agreement Regarding Neutrality and Card Check Recognition as of the last date of the parties' signatures on this Agreement.

**1. Duration.** This Agreement is effective as of the date stated above, and shall remain in effect for the life of the 2009 Core Collective Bargaining Agreement, unless extended, modified or terminated by mutual written agreement of the parties or their successors. The parties expressly understand, however, that in the event this Agreement is terminated, all of the terms hereof nevertheless shall survive said termination and remain in effect with respect to any reorganization or restructuring of any bargaining unit as a result of which management creates any new subsidiary, division, or operating entity as to which no Union representation then exists.

**2. Applicability.**

(a). All card check procedures and any Union recognition provided for by this Agreement shall be applicable to all non-management employees of the Company effective with execution of this Agreement.

(b). As used herein, "the Company" means AT&T Inc. and all other present and future companies, divisions, subsidiaries or operating units thereof, except Pacific Bell Directory where the employees are represented by the IBEW, AT&T of Puerto Rico, Inc., AT&T of the Virgin Islands, Inc., AT&T Government Solutions, Inc., and AT&T Support Services Company, Inc.

(c). As used herein, "non-management" means employees who normally perform work in non-management job titles as determined by the Company, in accordance with the statutory requirements of the National Labor Relations Act, as amended, and applicable decisions of the National Labor Relations Board and reviewing courts. If the Union disagrees with any such determination, the parties agree to submit the issues of unit definition to arbitration as set forth in paragraph 3. below, using the aforesaid statutory requirements and decisions as the governing principles. At the request of the Union, the Company will discuss with the Union neutrality as to Union representation of employees who are not defined above as "non-management."

(d). In addition to the foregoing, the parties further agree that any proposed bargaining unit shall exclude all professional, managerial, and confidential employees, guards and supervisors as defined in the National Labor Relations Act.

(e). The Company agrees that, for future divisions, subsidiaries or operating units that are not wholly owned, it will, at the request of the Union, discuss with the other owners the extension of this agreement to such divisions, subsidiaries, or operating units.

### **3. Card Check Recognition Procedure.**

(a). When requested by the Union, the Company agrees to furnish the Union lists of employees in the bargaining unit in each applicable company entity. This list of employees will include the work location, job title, and home address.

(b). The Union will give twenty-one (21) days notice for access to Company locations. Access will be limited to one sixty (60) day period in any twelve months for each unit agreed upon or determined as provided herein.

(c). (1). The Union and the Company shall meet within a reasonable period, but not to exceed ninety (90) days, after the effective date hereof for the purpose of defining appropriate bargaining units for all presently existing potential bargaining units. During this process, the Company will share job titles, job functions, work locations, and management structure with the Union representatives in order to facilitate agreements on the appropriate bargaining units. In the event that the parties are unable to agree, after negotiating in good faith for a reasonable time, upon the description of an appropriate unit for bargaining, the issue of the description of such unit shall be submitted to arbitration administered by, and in accordance with, the rules of the American Arbitration Association (AAA). The Arbitrator shall be confined solely to the determination of the appropriate unit for bargaining and shall be guided in such deliberations by the statutory requirements of the National Labor Relations Act. The parties agree that the decision of the Arbitrator shall be final and binding. The Company and the Union agree that the permanent Arbitrator to hear disputes with respect to this subparagraph shall be Thomas Angelo and the alternative Arbitrator will be Richard Bloch. If either of these Arbitrators cannot serve, the parties shall select an Arbitrator from a list or lists of prospective Arbitrators provided by the AAA.

(2). If either the Company or the Union believes that the bargaining unit as agreed or determined in (c). (1). above, is no longer appropriate due to organizational changes, then the parties shall meet and confer in good faith for the purpose of re-defining the appropriate unit. In the event that the parties are unable to agree, after negotiating in good faith for a reasonable time, upon the re-definition of an appropriate unit, the issue of the description of such unit shall be submitted to arbitration as provided in (c). (1).

(d). The Company agrees that the Union shall be recognized as the exclusive bargaining agent for any agreed-upon or otherwise determined bargaining unit(s) not later than ten (10) days after receipt by the Company of written notice from the AAA that the Union has presented valid authorization cards signed by a majority of the employees in such unit(s).

(e). For the purposes of determining the number of employees that constitute a majority of the bargaining unit, the employee population will be composed of only those employees employed in the bargaining unit on the earliest date which appears on the cards presented to the AAA. The cards so presented must be dated within sixty (60) days of each other, but no earlier than the date of execution of this Agreement, and each card so presented must contain at least the language set forth in Attachment 1 hereto. The Company shall provide the AAA all employees, job titles and other information required for the AAA to verify the existence of more than 50% of employee authorizations as provided for in this Agreement.

(f). In the event the Union fails to deliver to the AAA valid authorization cards signed by a majority of employees in any aforesaid bargaining unit upon completion of its card signing effort, the Union agrees not to begin any further card signing effort in such unit for a period of one year from the date on which access was first granted as provided in (b). above.

(g). As soon as practicable after the aforesaid recognition and upon written request by the Union, the Company, or the appropriate subsidiary, division or operating unit thereof shall commence bargaining in good faith with the Union with respect to wages, hours, and other terms and conditions of employment for the employees employed within the agreed upon or otherwise determined appropriate bargaining unit.

#### **4. Neutrality.**

(a). The Company agrees, and shall so instruct all appropriate managers, that the Company will remain neutral and will neither assist nor hinder the Union on the issue of Union representation.

(b). For purposes of this Agreement, "neutrality" means that management shall not, within the course and scope of their employment by the Company, express any opinion for or against Union representation of any existing or proposed new bargaining unit, or for or against the Union or any officer, member or representative thereof in their capacity as such. Furthermore, management shall not make any statements or representations as to the potential effects or results of Union representation on the Company or any employee or group of employees. The Union also agrees that, in the course of any effort by the Union to obtain written authorizations from employees as provided for in paragraph 3. (b)., above, neither the Union nor any of its officers, representatives, agents or employees will express publicly any negative comments concerning the motives, integrity or character of the Company, AT&T, Inc., or any of their officers, agents, directors or employees.

(c). This agreement supersedes and terminates any and all other agreements, Memorandum of Understanding, commitments or statements of intent regarding neutrality or card-check procedures that may exist as of the date hereof between the Union and any Company entity.

**5. Valid Authorization Cards.** For purposes of this Agreement, a valid written authorization card shall state specifically that by signing the card, the employee agrees to be represented by the Union, using the language set forth in Attachment 1.

**6. Recognition for New Entities and New Work.**

(a). The Company agrees that it will give the Union reasonable advance notice, once a firm management decision has been made, of its intent to effect any reorganization or restructuring, or to engage in any new line(s) of business, as a result of which management expects to create any new subsidiary, division, or operating entity as to which no Union representation then exists. After execution of this Agreement, should the Company acquire new companies or engage in a new line of business or enter a new market in which there is no active labor agreement or bargaining agreement in place, the parties agree that this Agreement shall apply to that acquired company or new line of business or enterprise in a new market after that company has been operating for a period of one hundred twenty (120) days.

(b). If management determines that more than fifty percent (50%) of the employees employed within an appropriate unit for bargaining by a new entity were, immediately prior to such employment, employed in a bargaining unit represented by the Communications Workers of America, the Company agrees that it shall recognize and bargain with the Union as the duly constituted bargaining representative of such bargaining unit employees, and the Union agrees to acknowledge such new entity as a Successor Employer for all applicable purposes under the labor laws of the United States and any relevant state.

(c). If management determines that fifty percent (50%) or less of the non-management work to be performed by any such new entity will consist of work previously performed by members of a pre-existing Union bargaining unit, then the Company agrees that, within a reasonable time after the said determination has been made, or concurrently with the giving of the notice referenced in paragraph 6. (a)., above, whichever is later, the Company will so inform the Union in writing. To the extent permitted by law, the Company shall presume, in making any determination as set forth in this paragraph 6., that each employee of the new entity who was a member of a pre-existing Union bargaining unit wishes to remain represented by the Union. These employees shall be counted as having signed valid authorization cards should a card signing effort be undertaken in the new entity within one year after the new entity begins operations employing such employees.

(d). Except as specified in paragraph 9., below, the Union shall retain any legal rights it may have to challenge any management decision or determination described in this paragraph 6.

**7. Regulatory and Legislative Support.** The Union hereby agrees to continue its support before the appropriate regulatory and legislative bodies for the Company's efforts to remain competitive in, and/or to gain entry to, all telecommunications and related markets in which the Company chooses to participate, unless the Union determines such support to be in conflict with its interests. If the Union determines such a conflict exists, the Union will promptly so notify the Company and, at the request of the Company, meet to discuss and confer on such conflict.

The Company hereby agrees to support Union efforts before regulatory and legislative bodies unless the Company determines such support to be in conflict with its interests. If the Company determines such a conflict exists, the Company will so notify the Union and will, if requested by the Union, meet to discuss and confer on such conflict.

**8. Job Offers to Employees in Existing Bargaining Units.** In connection with any reorganization, restructuring or other event that gives rise to application of the terms of this Agreement, and which involves either:

- (a) the transfer of non-management work from any Union bargaining unit to any other entity of the Company or of any subsidiary of AT&T Inc.,  
or
- (b) the elimination of bargaining unit work while new jobs are created in any other entity of the Company or any subsidiary of AT&T Inc.,

the Union agrees that, once the recognition has occurred, an offer of a job in another entity to an employee in an existing bargaining unit shall have the same effect as if the same job or one of similar status and pay were offered by the employer under the collective bargaining agreement(s) for that bargaining unit. This shall include, without limitation, application of any contractual reassignment pay protection provisions and the satisfaction of any bargained-for employee right to a job offer. Except as specified in paragraph 10., below, nothing in this paragraph 8 shall be construed as a waiver by the Union of any legal rights it may have to challenge or contest the reorganization, restructuring, or other event described in 8.a. and/or 8.b. above.

**9. Dispute Resolution.** Except as to disputes referenced in paragraph 3. (c). of this Agreement, all disputes concerning the meaning or application of the terms of this Agreement shall be handled and addressed by the meeting of designated representatives of the Company and the Union. Either party may request such a meeting and each party pledges its best efforts to address any and all concerns raised as to the meaning or application of this Agreement. With the exception of matters referenced in paragraph 3.(c). above, the meaning or application of this Agreement shall not be subject to arbitration. Each party reserves its right to seek judicial or other relief provided by law to enforce this Agreement. However, the parties agree that prior to seeking such relief, they will meet and confer as set forth above.

#### 10. Waiver of Certain Other Claims.

(a). The Union promises and agrees that, in connection with any arbitration provided for in this Agreement, and in connection with any legal or administrative suit, proceeding or charge arising subsequent to the effective date of this Agreement between the Union and any AT&T company, including but not limited to any proceeding before the National Labor Relations Board or its delegate, the Union hereby waives any claim, allegation or argument, and agrees to refrain from presenting this Agreement as evidence in support of any claim, allegation or argument, that AT&T Inc. and/or any of its current or future subsidiaries, and/or their divisions, units, agents or affiliates, are or have been a single employer, joint employers, accretions or alter egos with respect to each or any of them, to the extent that any such claim, allegation or argument is based upon:

- (1) any change on or after the execution date of this Agreement, in the administration and/or control of labor relations by AT&T or any of its entities, companies, divisions, or subsidiaries; or
- (2) any change in the scope, availability to employees, or administration by management of any program or practice for the effectuation of employee-initiated transfers between or among different subsidiaries or bargaining units;

provided, however, that this paragraph shall not be construed as having any effect on the Union's right or the Company's obligation, to the extent the same may exist under applicable law and/or any preexisting collective bargaining agreement(s), to negotiate changes in the terms and conditions applicable to such transfers.

(b). The provisions of this paragraph 10 shall survive the expiration of the remainder of this Agreement, and shall have full force and effect until specifically voided by mutual written agreement of the parties.

**11. Severability.** Should any portion of this Agreement be voided or held unlawful or unenforceable by the National Labor Relations Board or any court of competent jurisdiction, the remaining provisions shall remain in full force and effect for the duration of this Agreement.

**COMMUNICATIONS WORKER  
OF AMERICA**

**AT&T**

By: *Dennis H. Trainor*

By: *Karin Zupke*

Date: August 18, 2010

Date: August 18, 2010



**ATTACHMENT 1 TO MEMORANDUM OF AGREEMENT REGARDING  
CARD CHECK RECOGNITION**

Communications Workers of America, AFL-CIO

I hereby join with my fellow workers in organizing a Union to better our conditions of life and secure economic justice. I have voluntarily accepted membership in the Communications Workers of America (CWA), AFL-CIO, and declare that this union shall be my representative in collective bargaining over wages, hours and all other conditions of employment.

I understand that if CWA presents cards for recognition signed by more than 50% of the \_\_\_\_\_ employees eligible to be in the bargaining unit, (Company name) will recognize CWA as the bargaining representative of this unit without a representation election being conducted by the National Labor Relations Board and (Company name) would bargain with CWA concerning the terms of my employment and my working conditions.

I have also agreed to the membership provisions on the other side of this card.

## **MONITORING - Call Observing**

### **Service Consultants and All Distance Specialists**

#### **Background**

AT&T East's major goals include increased revenues, cost control, improved customer service and creating a positive work environment for our employees. To that end the Company and the Union agreed during 2001 bargaining to establish a Monitoring Task Force for the title of Service Representative to balance company goals and employee concerns around call observing. The output of this task force is policies and procedures for monitoring that the Company and the Union agreed to implement at AT&T East. The Company and the Union agreed in 2009 bargaining that the intent of these policies and procedures will be extended to the titles of Service Consultant and All Distance Specialist.

#### **Why do we Monitor Calls**

- To train and develop employees
- To ensure adherence to methods and procedures
- To ensure legal/regulatory requirements are met, i.e. CPNI
- To ensure integrity of sales practices, i.e. no slamming or cramming
- To identify training opportunities
- To identify customer needs
- To evaluate new/changed practices and procedures
- To evaluate product acceptance
- To measure overall impact of the company processes

#### **How do we monitor customer calls**

Call Observing may be characterized as:

1. Individual Employee Evaluation
2. Team Measurement Observing
3. Side by Side Observations
4. Management Calibration Observations

#### **1. Individual Employee Evaluation Observations**

This form of remote observation evaluates an individual employee's performance against standardized call flow parameters or other metrics relevant to the employee's business functions. Management or its designee performing Individual Employee Evaluation observing will utilize the following guidelines:

- 2 – 10 observed calls will be evaluated monthly or as often as practicable on Service Consultants and All Distance Specialists. The number of calls will vary based on employee skill and specific developmental needs. Observations will be done remotely, either live or recorded or side by side with the employee.
- Calls for evaluation purposes will be chosen randomly.
- Calls used for evaluative purposes will be differentiated in the employee's coaching log from those calls used for coaching and development purposes by the Manager/Coach (e.g., "Eval" or "C&D").
- Employees who have achieved "Notification" will be advised as to when these call observations will be scheduled.
- Employees who have not achieved "Notification" will not be advised as to when the observations will occur.
- While it is not the intent of Individual Employee Evaluation, disciplinary action could occur based on observation results if any of the following were to occur:
  - Gross discourtesy or abuse of the customer is observed
  - Attempt to defraud the company through dishonest sales practices (cramming/slamming)
  - The employee violates privacy of communications or demonstrates integrity problems
  - Employee continually fails to meet established performance standards, as identified through the observation process.

### **Notification**

- Employees who qualify will receive 24-hour advance notification, either verbal or written, of when they are scheduled for any remote Individual Employee Evaluation Observations. Employees with notification may be observed for evaluation purposes on up to any six days in an observation month. On the rare occasions when observations need to be rescheduled, employees will receive advance notification (no later than the start of the day that had been scheduled for evaluative observing) that
  - They will not be observed for evaluative purposes on the day that had been scheduled for observing; and
  - The new rescheduled date(s).
- Notification will be revoked if an employee fails to meet any of the established criteria for two consecutive months. For example, an employee may not meet expectations for one target/metric in month one, and fail to meet a different target/metric in the second month. In this example the employee would lose Notification until he/she re-qualifies. To reacquire Notification, employees must meet and sustain the performance criteria established within each work group for three consecutive months.
- Note: Employees in the probationary period (transfers) or trial period (new hires) are not eligible for Notification. Employees must complete their probationary/trial period to acquire Notification.

### **Employee Feedback Process**

- (C)
- Observations completed through the call recording system will be reviewed with the employee during the month the observations were recorded unless the observation occurs during the last week of the month. Those observations will be reviewed with the employee during the first week of the following month.
  - Remote observations and side by side observations will be reviewed with the employee by the end of the employee's next tour, but no later than within 48 hours of the observation. Supervision must use complete, uninterrupted calls for remote observations used for evaluation purposes.

### **2. Team Measurement Observing**

This form of remote observing determines the overall quality of service being provided by the team. Results of these observations would ensure that the employee is adhering to methods and procedures that legal/regulatory requirements are met and that ethical sales practices are being adhered to. These observations would also identify training opportunities and customer reaction to new products and promotions. Team results could be compiled at the state, office/Manager and Assistant Manager levels. This observing will occur throughout the month on a representative sampling of employees. No advance notice of this observing will be provided since these efforts are oriented toward overall office performance rather than individual.

While not the intent of Team Measurement observing, disciplinary action could occur based on observation results if any of the following were to occur:

- Gross discourtesy or abuse of the customer is observed
- Attempt to defraud the company through dishonest sales practices (cramming/slamming)
- The employee violates privacy of communications or demonstrates integrity problems

Team observing results may be documented and given to the observed employee for developmental/diagnostic purposes only. These calls will be differentiated in the employee's coaching log from those calls used for evaluative purposes by the Manager/Coach (e.g., "Eval" or "C&D").

### **3. Side by Side Observations**

Side by side observations are generally conducted for developmental purposes but may also be used for evaluative purposes. Frequency of these observations will be based on skill and specific developmental plans for the individual employee. These calls will be differentiated in the employee's coaching log from those calls used for evaluative purposes by the Manager/Coach (e.g., "Eval" or "C&D").

#### **4. Management Calibration Observations**

These sessions help to hone our Management Team's observation and evaluative skills. They also ensure a level of consistency necessary to fairly evaluate our employees. The office will be informed when Calibration monitoring is being performed. Results of calibration sessions can be shared at the office and AM levels. Calibration observing results may also be documented and given to the observed employee for developmental/diagnostic purposes only. These calls will be differentiated in the employee's coaching log from those calls used for evaluative purposes by the Manager/Coach (e.g., "Eval" or "C&D").

While it is not the intent of Management Calibration Observing, disciplinary action could occur based on observation results if any of the following were to occur:

- Gross discourtesy or abuse of the customer is observed
- Attempt to defraud the company through dishonest sales practices (cramming/slamming)
- The employee violates privacy of communications or demonstrates integrity problems

#### **CWA Nett**

Within 30 days of ratification, and each quarter thereafter and for the life of the contract, AT&T agrees to promote the CWA Nett Academy training program, as an available option under the existing regional programs.

#### **Health Care Benefit Committee**

In recognition that there are complex benefit issues, the Parties shall establish a "Health Care Benefit Committee" to address mutual benefit issues set forth in a mutually agreed upon agenda and to recommend joint Union and Company actions in an effort to influence benefit concerns. The agenda will be finalized no less than one (1) week prior to the semi annual meeting. This Committee will be comprised of at least one (1) Company-designated representative of the AT&T Benefits organization, at least one (1) AT&T Labor Relations representative and no more than four (4) CWA-designated representatives. The initial meeting will be a face-to-face meeting. Subsequent meetings may be via teleconference. The Committee shall meet, at a minimum, on a semi-annual basis with the 1<sup>st</sup> meeting to be scheduled before year-end 2013. This agreement expires on April 9, 2016.

#### **TEAM-BASED INCENTIVE PLAN**

From time to time, the Company may implement team-based incentive pay linked to service, productivity and/or other business-related standards set by departments up to ten (10%) percent of annual basic wage rates. These non-benefit affecting payments may be paid monthly, quarterly, semi-annually or annually. Teams shall be at director level or manager level. The director or manager, as appropriate, will meet with the local Union official(s) to solicit input and review the details of any

team-based incentive pay plan prior to its implementation. Neither this provision nor any team-based incentive pay plan will be subject to the grievance and arbitration procedures.

#### **DISCRETIONARY LUMP SUM PAYMENTS AND ADDITIONAL CASH AWARDS**

**(Applicable to Sales and Services Technician II employees)**

A lump sum payment of up to five (5) percent of an employee's annualized (52 weeks) weekly wage rate may be granted to individual employees at the Company's discretion.

The Company may provide employees with additional cash awards.

The selection of employees and the amounts of the cash awards will be made at the discretion of management

#### **UNION ASSISTANCE PROGRAM**

The Company recognizes the value of the Union Assistance Program (UAP) to all bargained for employees of AT&T East. In recognition of this program's value, the Company has agreed to pay one half (1/2) of the basic wages for up to two (2) Union-designated "Union Assistance Persons" and the Union agrees to pay 100% of any overtime due to the Union Assistance Person(s) under the Contract or applicable Law. This UAP designation will not alter the active employment status of the employees so designated. Both the Company and the Union have acknowledged that employee acceptance of UAP assistance is strictly voluntary and will not protect an employee from disciplinary action.

**MEMORANDUM OF AGREEMENT  
REGARDING  
FORCE MOVEMENT OF EMPLOYEES**

This Memorandum of Agreement is entered into, effective this 5th day of April, 2009 by and between, The Southern New England Telephone Company, SNET Diversified Group, Inc., AT&T Services, Inc. and AT&T Corp., (hereinafter referred to individually and collectively as "AT&T-East" or the "Company") and the Communications Workers of America (the "Union"), and shall continue in force until 11:59 PM on April 14, 2018.

The CWA and the Company hereby agree to the following terms with respect to **former "core" Premises Technicians:**

**I. TREATMENT OF "NON-CORE" SALES AND SERVICE TECHNICIAN II EMPLOYEES**

See "Benefits Rules For Movement of Appendix F, Converted Temp/Term and New Hire Employees," within the attached Benefits Agreements.

**II. TREATMENT OF FORMER "CORE" PREMISES TECHNICIANS AND SURPLUS EMPLOYEES WHO IN THE FUTURE ARE MOVED TO THE SALES AND SERVICE TECHNICIAN II JOB TITLE FROM A JOB TITLE UNDER THE CORE AGREEMENT**

The Company, at its discretion, may offer employees identified as surplus under the Core Agreement jobs in the Sales and Service Technician II job title through the Core Agreement force adjustment/surplus process. Any job offer to a Sales and Service Technician II job title will meet the commitment of a guaranteed job offer under the Core Agreement memorandum(s) of agreement regarding Employment Security Commitment. Surplus employees who refuse such offers will be treated under the same terms and conditions as other employees who refuse a job offer under the Core Agreement and the aforementioned memoranda. Surplus employees covered by the Core Agreement who are placed in a Sales and Service Technician II job title who meet the eligibility requirements of the Core Agreement's Employment Security Commitment shall continue to be eligible for the Core Agreement's Employment Security Commitment, if they are subsequently declared surplus while in the Sales and Service Technician II job title job title to which they have been placed as surplus. Any job offer from a Sales and Service Technician II job title position to a job title within the Core Agreement, which may include lateral, downgrade, or upgrade offers, will meet the commitment of a guaranteed job offer under this provision.

If a surplus employee accepts a Sales and Service Technician II job title position, and the employee's current weekly rate of pay is above the maximum weekly wage rate for the new title, there will be no change in the employee's rate of pay until the weekly rate of pay in the new job title exceeds the employee's weekly rate of pay at the time of the transfer. If, however, the employee's current weekly pay is at or below the maximum weekly wage rate for the Sales and Service Technician II title, the employee will be placed on the lowest step of the new wage schedule that will not result in a wage reduction.

III. TREATMENT OF EMPLOYEES WHO VOLUNTARILY MOVE FROM  
A "NON-CORE" SALES AND SERVICE TECHNICIAN II JOB TITLE  
TO ANOTHER JOB TITLE

Regular full-time employees in a "non-core" Sales and Service Technician II job titles are eligible to transfer to a position under the Core Agreement once they have reached at least thirty (30) months time in title (unless waived by the Company) and have satisfactory attendance and work performance, using the "Transfer Plan" process. All requirements of the Transfer Plan process are applicable for such transfers, including, but not limited to, eligibility requirements, in addition to any additional eligibility requirements provided for under this Memorandum.

IV. TREATMENT OF EMPLOYEES WHO VOLUNTARILY MOVE INTO  
A "NON-CORE" SALES AND SERVICE TECHNICIAN II JOB TITLE  
FROM OTHER THAN THE CORE AGREEMENT

See "Benefits Rules For Movement of Appendix F, Converted Temp/Term and New Hire Employees," within the attached Benefits Agreements.

AGREED:

FOR THE UNION:

By: Patricia M. Telesco August 18, 2010  
Patricia Telesco Date  
International Staff Representative  
CWA District 1

By: William F. Henderson, III  
William F. Henderson, III Date  
President, CWA Local 1298

FOR THE COMPANY:

By: Kevin Zupkus August 18, 2010  
Kevin Zupkus Date  
Assistant Vice President – Labor Relations

August 18, 2010



**MEMORANDUM OF AGREEMENT  
REGARDING EMPLOYMENT CLASSIFICATIONS BASED UPON  
ENTRY INTO THE FORMER PREMISES TECHNICIAN TITLE OR, IN  
THE FUTURE, INTO THE SALES AND SERVICE TECHNICIAN II JOB  
TITLE**

This Memorandum of Agreement is entered into, effective this 5th day of April, 2009 by and between, The Southern New England Telephone Company, SNET Diversified Group, Inc., AT&T Services, Inc. and AT&T Corp., (hereinafter referred to individually and collectively as "AT&T-East" or the "Company") and the Communications Workers of America (the "Union"), and shall continue in force until 11:59 PM on April 18, 2018.

The CWA and the Company hereby agree to the following terms with respect to the employment classifications of Sales and Service Technician II job title (formerly Premises Technician) which shall depend, for the term of this Memorandum of Agreement ("Memorandum"), upon the circumstances under which such employees entered into the former Premises Technician job title, or in the future enter into the Sales and Service Technician II job title, as described herein:

1. Surplus employees from the Core Agreement who accepted offers into the former Premises Technician job title, or in the future accept job offers into the Sales and Service Technician II job title, as a result of surplus procedures contained in the Core Agreement, as applied in accordance with the BENEFIT RULES FOR MOVEMENT OF EMPLOYEES shall be placed into Sales and Service Technician II positions as Regular Employees. The Employment Security Commitment (Core, page 36) shall apply to all such employees to whom it applied while employees of the Core Agreement while they remain in the Sales and Service Technician II position

AGREED:

FOR THE UNION:

By: Patricia Telesco August 18, 2010  
Patricia Telesco Date  
International Staff Representative  
CWA District 1

FOR THE COMPANY:

By: Kevin Zupkus August 18, 2010  
Kevin Zupkus Date  
Assistant Vice President – Labor Relations

By: William F. Henderson, III August 18, 2010

William F. Henderson, III Date  
President, CWA Local 1298

**MEMORANDUM OF AGREEMENT  
REGARDING  
ECONOMIC PROTECTION FOLLOWING PLACEMENT INTO THE  
FORMER PREMISES TECHNICIAN JOB TITLE OR, IN THE FUTURE,  
INTO THE SALES AND SERVICE TECHNICIAN II JOB TITLE OF  
SURPLUS CORE EMPLOYEES**

This Memorandum of Agreement is entered into, effective this, 5<sup>th</sup> day of April, 2009 by and between, The Southern New England Telephone Company, SNET Diversified Group, Inc., AT&T Services, Inc. and AT&T Operations, Inc., (hereinafter referred to individually and collectively as "AT&T-East" or the "Company") and the Communications Workers of America (the "Union"), and shall continue in force until 11:59 PM on April 14, 2018.

The CWA and the Company hereby agree to the following terms with respect to the continued application of specified terms of the 2009 Labor Agreements between the CWA and the Company (the "Core Agreement") when surplus employees under the Core Agreement were moved into the former Premises Technician job title, or in the future are moved into the Sales and Service Technician II job title

**ECONOMIC PROTECTIONS FOR SURPLUS EMPLOYEES FROM THE  
CORE AGREEMENT**

When surplus employees from the Core Agreement were moved into the former Premises Technician job title, or in the future are placed into the Sales and Service Technician II position—as a result of surplus procedures contained in the Core Agreement as applied in accordance with the Memorandum of Agreement Regarding Force Movement of Employees and Employee Benefit Treatment, the following provisions of the Core Agreement shall continue to apply to such employees while they remain in the position in which they are placed:

- A. Overtime and premium pay pursuant to Headquarters 3.01, Commercial & Marketing 3.01, Plant 3.03 and Customer Information Services 3.04;
- B. Personal illness treatment pursuant to General 6.01;
- C. Shift and differential treatment pursuant to General 3.19;
- D. Recognized holidays pursuant to General 4.01 through 4.05;
- E. Excused work days pursuant to General 8.18; and
- F. Vacation pursuant to General 5.01 through 5.03

AGREED:

FOR THE UNION:

FOR THE COMPANY:

By: Patricia Telesco August 18, 2010  
Patricia Telesco Date

By: Kevin Zupkus August 18, 2010  
Kevin Zupkus Date

International Staff Representative  
CWA District 1

Assistant Vice President – Labor Relations

By:  August 18, 2010

William F. Henderson, III      Date  
President, CWA Local 1298

## **MEMORANDUM OF AGREEMENT**

*between*

**FRONTIER COMMUNICATIONS CORPORATION**

*and*

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

### **2014 Acquisition-Related Memorandum of Agreement**

By their authorized representatives, and intending to be legally bound, Frontier Communications Corporation ("**Frontier**" or "**Company**") and the Communications Workers of America, AFL-CIO ("**CWA**" or "**Union**") enter into this Memorandum of Agreement ("**MOA**") pertaining to CWA-represented employees in Connecticut who will transfer to the Company upon consummation of the transactions contemplated by the *Stock Purchase Agreement*, dated December 16, 2013, between AT&T Inc. and Frontier Communications Corporation (as may be amended from time to time, the "SPA") ("**Covered Employees**") and related matters.

All of the terms of this MOA are contingent upon the consummation of the transactions contemplated by the SPA ("**the Closing**").

In order to forge an ongoing Frontier-CWA partnership that benefits the Citizens of the State of Connecticut by providing superior telecommunications services and additional employment opportunities in the State, as well as to benefit the existing CWA-represented Connecticut employee workforce to be acquired in this Acquisition, the Company and Union agree, as follows:

#### **1. Size of the Connecticut Employee Workforce**

- a) **Guaranteed Workforce Size:** the Company commits to maintain a CWA-represented guaranteed workforce size in Connecticut which is at least the same number as the Covered Employees as stated in the AT&T employee census dated April 21, 2014. As used herein and hereinafter, Covered Employees are those employees who are on the job and actively working or, if not actively working, are on a leave of absence or other authorized absence with a right of continued employment or reinstatement to active employee status with the Company. The parties have reviewed employee census and agree that the size of the Covered Workforce as of the April 21, 2014 census was two thousand, three hundred and forty-eight (2,348) full-time equivalent employees. Further, the parties have agreed that the Company will add seventy-five (75) CWA-represented jobs within six (6) months of the date of the Closing as outlined in paragraph 2 below. The Guarantee Workforce size (full-time equivalents) will then be two thousand, four hundred and twenty-three (2,423 and after April 1, 2017, 2,433) which the Company commits to maintain thru the expiration of

this MOA subject to the Temporary Guaranteed Workforce Fluctuations outlined in 1(b) below.

- b) **Temporary Guaranteed Workforce Fluctuations:** this Workforce Size commitment is subject to normal temporary workforce fluctuations associated with employees resigning, retiring, on approved leaves of absence, etc., and the reasonable amount of time required to replace such losses, provided, however, that that this employment level shall not at any time fall below the Guaranteed Workforce Size for more than 45 consecutive work days, commencing four (4) months after the date of the Closing.

## **2. Affirmation of the Union's Request that Jobs be Added to the Connecticut Workforce**

In response to the Union's desire to have work currently performed out of state moved into Connecticut, its desire to maintain and fortify the presence of the Connecticut call center operations, and general concerns that exist over utility pole maintenance in Connecticut, the Company commits that within six (6) months of the date of the Closing, it will add CWA-represented positions to the Connecticut workforce to perform the types of work listed below - any applicable recall rights will be honored in filling these positions. The establishment of these new operations in Connecticut and these workforce additions may not be construed to mean that the work in question will be performed exclusively by CWA-represented Connecticut employees.

- a) **Dispatch Work (as operated by Frontier):** the Company will establish a Dispatch operation in Connecticut and staff this operation with at least **35** employees, who will be in the Maintenance Administrator job classification.
- b) **Tier II U-verse Video Technician Support Work:** the Company will establish a Tier II U-verse video technician support operation in Connecticut to perform U-verse video work and staff this operation with at least **5** employees to support other technicians, who will be in the Customer Services Technician job classification.
- c) **MCO/CNOC Work:** the Company will add at least **5** Customer Services Technician positions to the existing workforce to perform this work.
- d) **Outside Plant Construction Work:** the Company will add at least **10** Outside Plant Technician (OPTs) positions to its Construction workforce to address concerns over Pole Maintenance in Connecticut.

### **Outside Plant Construction Staffing Level**

The Company and the Union have recognized in this MOA that Connecticut has been faced with significant issues over pole maintenance in the State. They also recognize that Outside Plant Technicians have this expertise and play an important role in pole maintenance in the State. CWA is concerned that a substantial number of Outside Plant Technicians may choose to retire before the

date of the Closing. In order to address these valid concerns, the Company makes the following commitment:

Within six (6) months after the date of the Closing, the Company will guarantee to staff the Outside Plant Construction workforce with at least same number of active Outside Plant Technicians who were in the Connecticut CWA-represented Construction workforce as set forth in the April 21, 2014 AT&T-CT employee census data report, plus the additional ten (10) Outside Plant Technicians who will be added to the Construction workforce pursuant to this Section 3(d) of this MOA. Thereafter, this staffing level will be subject to normal force attrition due to retirement, discharge for cause, voluntary resignation, or death.

- e) **Staffing Increase to the Connecticut Residential or Business Sales and Service Call Center:** the Company will add at least **20** Sales Consultants (Leveraged) classification in the Connecticut Residential and/or Business Sales and Service Call Centers (to be determined based on the needs of the business. By April 1, 2017, the Company will add an additional **10** employees to a Call Center job classification based on the needs of the business.

### **3. Expanded and Improved Job Security Protection**

- a) **Job Security Protection:** the Company agrees that it will not layoff, involuntarily downgrade or involuntarily terminate the employment of an active Covered Employee, other than for "just cause" under and subject to the terms of the acquired 2012 CWA/AT&T-East collective bargaining agreement applicable to those employees ("**2012 CBA**"). The Company agrees that if there is a need to declare a surplus of any employee covered by Article VII of the Basic ("core") Contract, the Company will follow the "has jobs available" path outlined in Article VII 1a of the CBA. The "just cause" requirement does not apply to a Covered Employee who is on a Trial Period or Probationary status under the applicable terms of the CBA.
- b) **Reservation of Rights:** the foregoing commitment shall not affect the Company's or Union's rights under the ***Commitment of Employment Security*** provisions of the acquired 2012 CBA.

### **4. Connecticut Sales and Service Center Call Center Call Routing**

- a) **Connecticut State-Based Sales and Service Call Routing:** the Company commits that in-bound sales and service calls which are generated within the State of Connecticut and are the types of calls currently handled by Covered Employees will first be routed to the CWA-represented Connecticut call center(s); if those call center(s) are in an overflow situation, calls would then be routed first to other CWA-represented Company call center(s), and if those call center(s) are in an overflow situation, calls would then be routed to other union-represented Company Call centers and if those centers are in an overflow state, the calls would then be routed to any available Company call center resources.

b) **Connecticut Residential and Business Sales and Service Call Center Staffing Level**

Commencing within six (6) months after the date of the Closing, the Company will staff the Connecticut Residential and Business Sales and Service Call Centers with a sufficient number of Connecticut CWA-represented employees so that, in general and subject to normal business conditions, at least sixty percent (60%) of the types of in-bound sales and service calls which are generated within the State of Connecticut and are currently handled by Covered Employees in those Centers will be handled by Connecticut CWA-represented employees. The Connecticut Center will handle overflow calls from other Frontier Call centers in a virtual queue. This staffing level is subject to Temporary Workforce Fluctuations as defined in Section 1 (b) of this MOA.

- c) **Maintaining the Integrity of this Commitment:** the Company agrees that it will not intentionally undertake any action that in any manner directs in-bound sales and service calls generated outside of Connecticut into Connecticut for the purpose of triggering the application of the overflow provisions of this Agreement. The Company will meet the Union on a regular basis to discuss how we can collectively make the Connecticut Call Centers successful including hiring, training, coaching, incentives, technology improvements and how to create a high performing atmosphere. We will also review the call center routing percentages which will be shown per month and then averaged quarterly to monitor the commitment to route a minimum of 60% of Connecticut customer calls to Connecticut Call Centers.
- d) **Emergency Situations:** it is understood that there may be isolated situations due to emergencies, such as technology failures, weather or acts of God that close or reduce the capacity of another call center that would require the Company to route calls from other states to Connecticut that may create an overflow situation. If there is a dispute over whether there was an emergency warranting an overflow situation described in the preceding sentence, the Company will provide supporting data and documentation upon request within five (5) business day of that request.
- e) **Call Routing Overviews:** the Company will, upon request from the Union, provide an overview of its call centers and the routing process across those centers quarterly beginning January 1, 2015.
- f) **USA - Based Workforce:** as soon as operationally feasible, the Company will eliminate the use of any personnel outside of the United States of America to handle the calls covered by this Section, consistent with the Company's customer service philosophy to have a 100% USA - based workforce.

5. **Assumption and Extension of the 2012 CWA/AT&T-East Collective Bargaining Agreement**

- a) **Assumption of Labor Contract:** the Company commits that it will honor the terms of the 2012 CBA and any letters of agreements (LOAs) and letters of understating (LOUs) including MOAs, MOUs and all international union, district and local agreements that were valid and enforceable immediately prior to the effective date of this MOA, between CWA/AT&T-East/SNET not contained in the 2012 CBA. These will remain in effect, subject to their existing terms, unless the terms of such agreements have been modified or eliminated by this MOA
- b) **Extension of Labor Contract:** the Company and the Union agree that the term of the 2012 CBA, and any letters of agreements (LOAs) and letters of understating (LOUs) including MOAs, MOUs and all international union, district and local agreements that were valid and enforceable immediately prior to the effective date of this MOA will be extended to 11:59 p.m. on April 14, 2018. The 2012 CBA is being extended to provide greater stability to CT operations and to extend the enhanced job security to Covered Employees.
  - i. **Commencement of Bargaining:** the Company and the Union agree to commence bargaining at least six (6) months in advance of the expiration date of the extended contract in an effort to avoid bargaining for an extended period beyond the new date when the 2012 CBA will expire, as such prolonged bargaining is not uncommon in renegotiating relatively large labor contracts.
  - ii. **Availability to Bargain:** The Company and the Union agree to be available for forty percent (40%) of the work days during these six (6) months to bargain in good faith in advance of the new expiration date.
  - iii. **Potential Affordable Care Act "Cadillac Tax" Re-opener:** See the Supplemental Memorandum of Agreement attached as "Exhibit I".
- c) **Material Changes to Labor Contract:** in the event any material change is negotiated to the 2012 CBA, including MOAs MOUs, all LOAs and all international union, district and local agreements that were valid and enforceable immediately prior to the effective date of this MOA, after the date on which this Memorandum of Agreement is executed by the parties, any such change shall not be binding on the Company unless separately approved by the Company in writing.
- d) **General Wage Increases:** in connection with this contract extension, the Company will grant a General Wage Increase of 2.5 percent (2.5%) effective Sunday, April 17, 2016, and a 2.25 percent (2.25%) effective Sunday, April 16, 2017. These increases will be



applied to Wage Schedules in the same manner as General Wage Increases have been previously applied under the 2012 CBA.

6. **Commitment on Connecticut Business Customer Premises Equipment ("CPE") Work**

- a) The Company commits that Connecticut Business CPE work that is currently performed by NDT Covered Employees will continue to be assigned to and will be exclusively performed by Sales & Service Tech I Covered Employees.

7. **Successorship**

The parties agree that the following language will be treated as incorporated (by reference) into and shall become part of the 2012 CBA as of the date of the Closing:

The collective bargaining agreement shall be binding on the Union and the Company, and their successors and assigns, and shall continue in full force and effect in the event of the sale or other transfer of the business covered by this collective bargaining agreement or any part of the business that employs CWA represented employees. As a condition of the sale or other transfer of the business covered by this collective bargaining agreement or any part of the business that employs CWA represented employees, the Company shall require the sub-lessee, assignee, purchaser, transferee or other successor(s) to assume and adopt the terms and conditions of this collective bargaining agreement in writing and to continue to recognize the Union as the sole bargaining agent for the employees covered by this collective bargaining agreement. A copy of such assumption and adoption of the terms and conditions of the collective bargaining agreement, and recognition of the Union, by the sublessee, assignee, purchaser, transferee or other successor(s) shall be provided to the Union at least thirty (30) business days prior to the effective date of such sale or transfer and shall be subject to a lawful confidentiality agreement executed by the Union. Nothing in the confidentiality agreement shall in any way bar or interfere with the Union's ability to effectively enforce the instant agreement in the courts, arbitration, or at the National Labor Relations Board, nor shall the Union be prevented from using documents provided pursuant to this provision in the forum of its choosing to obtain such a remedy. In the event the Union seeks to use such documents in any forum, it will advise the Company in advance of its desire to do so, and if the Company so requests, the Union will attempt to file them under seal. The Union further agrees that it will support any Company request in any forum to maintain such documents under seal.

8. **Restricted Stock Award**

The Company will award, within 30 days following the date of the Closing, a grant of **100 shares** of the restricted stock of Frontier Communications Corporation to **Covered Employees** as set forth in and subject to the terms of the Frontier's

Restricted Stock Program and attached “**Exhibit II**”. The Union and the Company will coordinate on communications of this grant.

9. **Maintaining Positive Labor Relations and Partnering for the Success of the Business Going Forward**

- a) Upon complete execution of this Memorandum of Agreement and the date of the Closing, the parties will use their best efforts to discuss and prospectively resolve any outstanding grievances, arbitration cases, and unfair labor practice charges that Frontier will or may be assuming responsibility for in connection with this Acquisition.
- b) The Company and the Union will engage in an ongoing **Partnership Forum** process, as set forth in “**Exhibit III**”.

10. **Local Community Connections and Engagement**

Frontier recognizes and affirms the existence of the CWA/AT&T Family Care Committee and will continue to fund this committee as per the 2012 CBA and this MOA extension. The Company will fund \$50,000 per labor contract year (pro-rated for the 2014 contract year) for community donations to non-profit organizations in CT. Frontier fully embraces a philosophy that where it does business, its employees at every level of the Company will be engaged with their local communities. **Exhibit IV** explains the Family Care Committee (FCC). The Family care committee also meets during work hours, to plan events and work on the newsletter.

The Company’s obligation for Community Service Fund (CSF) is for the committee members to be able to meet during work hours to perform their duties of disbursing funds, visiting non-profits, performing day of caring etc. Every year there is a Drive to request funding from all employees to make donations. They can choose where their monies are donated, but the regional CSF committees perform the Drives at various work locations throughout the state. There are 7 statewide committees, based on where employees live or work. **Exhibit V** explains the CSF.

Frontier will continue payroll deductions, as elected by employees, for the Community Services Fund (CSF).

11. **Wage Improvements for Premises Technicians and Other Changes to Improve Customer Service and Operational Efficiencies**

Commensurate with this operational change and on the effective dates set forth below, the following changes will be made to the compensation and duties of the job classifications addressed below. In addition, this Section 11 provides that the parties will execute a “One Technician Out” MOA.

- a) **Higher Wage Schedule for the Premises Technician Job Classification**: on the first full pay period that occurs after six (6) months following the date of the Closing, all active employees in the Premises Technician job classification will be placed on an expanded and improved Wage Schedule (expanded by adding Network Delivery Technician Wage Schedule to Premises Technician Wage Schedule - new Steps 11 through 16), which is attached to this MOA as “**Exhibit VI**” and which will be incorporated into Appendix F of the 2012 CBA (by

reference). Premises Technicians who were former “core” employees will also be placed on this Schedule. This Wage Schedule will replace the existing Premises Technician Wage Schedule in Appendix F.

- b) **Premises Technician Wage Upgrades:** on the first full pay period that occurs after six (6) months following the date of the Closing, all active employees in the Premises Technician job classification, except Premises Technicians who were former “core” employees, will be advanced by one (1) Step on the **Exhibit VI** Wage Schedule, based the Step they are currently on in their current wage schedule as of the date of the Closing. Premises Technicians who were former “core” employees will be advanced to Step 16 on the **Exhibit III** Wage Schedule.
- c) **Combination of Job Duties:** effective upon the date of the Closing, the duties of the Network Delivery Technician and Premises Technician job classifications will be combined. There will be no distinction between the job duties these job classifications can perform or be assigned.
  - i. The job classification Network Delivery Technician will be re-designated as “Sales and Service Technician I”.
  - ii. The job classification Premises Technician will be re-designated as “Sales and Service Technician II”.
- d) **“One Technician Out” MOA:** see the Supplemental Memorandum of Agreement attached as **“Exhibit VII”**.
- e) **Work Apparel:** the Company and Union agree that the Company may, at its discretion, apply the following uniform provisions to any job classification covered by the 2012 CBA:
  - 1. A minimum of seven (7) shirts and seven (7) pants will be issued. For uniform pants, an option will include wearing pants with twill-type fabric, similar to Carhartt pant fabric. Employees may also elect to purchase and wear Carhartt-type pants provided they conform to the general color and style requirements of pants that are available to employees in the uniform program. (This does not include traditional Levi-style “blue jeans” unless they become an approved item in the uniform program.) Shirts will be labeled with “CWA Local 1298” on the front of the shirt.
  - 2. Uniforms shall be worn so as to have a consistent appearance throughout the workforce and may not be altered in any way by employees.
  - 3. The Company will issue replacement uniforms or pieces thereof as they become unserviceable due to normal “wear and tear”. Where all or part of a uniform is lost or damaged due to an employee’s negligence, the employee will be responsible for the cost of replacement.
  - 4. Employees may wear CWA-issued jackets bearing only the CWA name/logo instead of the uniform jackets. Employees may wear CWA-issued shirts bearing only the CWA name/logo, and hats bearing only the CWA name/logo, on Thursdays and Union Activity Days only.

- f) **Additional Protections for the Sales and Service Technician I Job Title** (former Network Delivery Technicians ("NDTs"))
- i. **Creation of Surplus:** the Company does not intend to declare a surplus or surpluses in the Sales and Service Technician I job title for the purpose of staffing the Sales and Service Technician II job with employees in the Sales and Service Technician I job title or in order to force employees in that job title to choose between taking a Sales and Service Technician II Job Title or severance.
  - ii. **Overtime Availability to Employees in the Sales and Service Technician I and Sales and Service Technician II Job Titles:** the assignment to or approval of employees in these job titles to work non-scheduled, overtime will be based on an employee's coded skills, availability, job in progress, or geographic location. The Company will not manage overtime assignments or approval to favor the lower-paid Sales and Service Technician II job title.
- g) The Company expects to maintain existing practices on work group tour/trick and vacation scheduling, subject to the needs of the business. The Company has faced similar circumstances in many other work groups and understands the importance of seniority preferences.
- h) **Network Deployment Technicians:** the Company will not declare a surplus in the Network Deployment Technician job title due to insufficient splicing and related Construction work, provided that any employee in this classification, with sufficient formal and on-the-job training, is capable of performing Sales and Service Technician I work. In the event any Network Deployment Technician cannot meet any of these requirements, the Company will have the right to address these individual situations consistent with the provisions of the 2012 CBA and this MOA.
- i) The Company agrees to eliminate Appendix F of the 2012 CBA and amend the 2012 CBA as set forth in **Exhibit VIII**. For the avoidance of any doubt, there shall be no changes whatsoever in employee benefits coverages as provided under the applicable Summary Plan descriptions ("SPDs").
12. **Cessation of All Union Activity in Opposition to CWA Agreement Regarding Merger**
- a) **CWA Support:** upon complete execution of this Memorandum of Agreement, the CWA agrees that it will support and will not oppose, seek to delay or seek to impose conditions on the proposed transaction regarding Frontier's acquisition of the Southern New England Telephone and other operations of AT&T in Connecticut in any federal, state or local regulatory or legislative proceeding, including in Connecticut Public Utility Regulatory Authority ("PURA") Docket No. 14-01-46 and Federal Communications Commission ("FCC") WC Docket No. 14-22. As agreed to by Frontier and CWA and based on

applicable regulatory requirements, the CWA will immediately file a written notice with PURA and the FCC to withdraw its intervention, opposition, testimony, and comments previously filed and, to the extent permitted, will not move or adopt its testimony and other filings into evidence or otherwise into the record in the PURA and FCC pending regulatory proceedings. The CWA will advise PURA and the FCC in such notice that Frontier and the CWA have entered into an agreement resolving their outstanding issues related to the proposed transaction, the CWA no longer has any objection to the transaction and the commission approving the transaction without conditions, and that the CWA will not be filing any further pleadings or otherwise participating related to the transaction. Further, the CWA will not intervene or participate in any other regulatory or legislative proceedings involving the approval of the proposed transaction, nor will the CWA and its agents, representatives and attorneys engage in any advocacy contrary to this Memorandum of Agreement.

- b) **Joint Press Release**: upon complete execution of this Memorandum of Agreement and within two (2) business days from then, Frontier and CWA will jointly prepare, issue, and present the first Press Release announcing they have reached an agreement furthering their partnership in support of this Acquisition. Before such time, the Company and Union agree not to release any information on the fact they have reached this agreement, except to inform key State officials privately. The Union will be allowed to release information that they have reached agreement with Frontier to their membership one hour prior to the first Press Release
- c) **Future Statements about this Acquisition**: upon complete execution of this Memorandum of Agreement, Frontier and CWA agree that they will speak in only positive terms about this Acquisition in all official public statements and in all contacts with public officials and that both Company and Union officers will not in any manner work to undermine this Acquisition or make any negative or otherwise disparaging remarks, or sponsor or condone such activity, about Frontier or CWA regarding this Acquisition.
- d) **Pole Administration Issues**: subject to the terms of this Agreement, CWA agrees to cooperate with Frontier in the various PURA pole administration and cost recovery proceedings and other issues regarding utility poles in Connecticut. The Company's position on these issues is, as follows:

Both the Office of Consumer Counsel and CL&P are advocating that PURA force Frontier to agree to allow CL&P and UI to take on the role of single pole administrator in our PURA acquisition approval docket. Frontier is opposed to the issue of the single pole administrator being addressed in our PURA acquisition docket and have taken the position that PURA should resolve this issue in the pending pole administration docket (Docket 11-03-07). Frontier will be required to comply with any final PURA order, but the Company does not believe there would be any improvement or increased efficiency in the pole administration

process if electric companies took on the single pole administrator responsibilities. Frontier is also concerned that the electric companies do not have the employees or technical expertise and experience in working in the communications space on the poles. This could result in the electric companies or their contractors causing damage to the SNET lines/facilities and\_\_\_jeopardize ongoing customer service. Frontier has also informed PURA that it has concerns with the single pole administrator proposal because CWA has also identified that the proposal would adversely impact the technicians working in Connecticut and expose the telephone network to risk. Frontier has no intention of selling poles it will be acquiring from AT&T.

- e) **CWA Reservation of Rights**: notwithstanding the foregoing, post-closure CWA expressly reserves the right to be fully involved in any regulatory proceedings concerning the Company.

13. **Term of this MOA**

The provisions of this MOA shall expire when the 2012 CBA expires at 11:59 PM on April 14, 2018.

For the avoidance of any doubt, the terms Union or CWA, as used in this MOA, include the CWA International, CWA District 1, and CWA Local 1298.

**FOR THE COMPANY**

**Cecilia K. McKenney**  
**Executive Vice President, HR and**  
**Administrative Services**  
**CIO**

**Dated: 6/25/14**

**FOR THE UNION**

**Dennis G. Trainor**  
**Assistant to International Vice**  
**President, District 1, CWA, AFL-**

**Dated: 6/25/14**

**William F. Henderson III**  
**President, CWA Local 1298**

**Dated: 6/25/14**

## **EXHIBIT I**

(2014 Acquisition-Related Memorandum of Agreement)

### **SUPPLEMENTAL MEMORANDUM OF AGREEMENT**

between

**FRONTIER COMMUNICATIONS CORPORATION ("Company")**

and

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO ("Union")**

### **High Value Health Plan Taxes and Health Plan "Re-Opener"**

This Supplemental Memorandum of Agreement is entered into in anticipation of the federal government's announced plans to impose a tax on any health plans an employer offers that have a total value greater than \$10,200 for single coverage or \$27,500 for family coverage, beginning in 2018; also, the premium thresholds for these high value health plans may be modified from time to time by the federal government. In connection with the extension of the term of the acquired 2012 CWA/AT&T-East collective bargaining agreement ("2012 CBA"), the Company and the Union agree as follows with respect to the potential effect of these taxes:

1. To the extent the premiums or premium equivalents for any Health Plan offered by the Company will exceed the government-mandated thresholds and be subject to this "Cadillac Plan" tax, the parties agree that the 2012 CBA will be "re-opened" for the limited purpose of re-negotiating such Health Plan or Plans in January of 2017.
2. In the event the contract is re-opened for this purpose, the parties specifically agree that, during this period when the CBA is re-opened, there shall be no strike no lock-out. During such negotiations it is the intent of the parties to meet and make a good faith effort to agree upon a new or modified Health Plan or Plans with a total value below the government-mandated Cadillac Plan tax thresholds for all levels of coverage, and to do so in an expeditious manner.
3. Any new or modified Health Plan or Plans agreed to during this re-opener will become effective January 1, 2018.
4. If the parties are unable to reach agreement on a new or modified Health Plan or Plans within 90 days of commencement of negotiations under this agreement, the matter shall be submitted to a major actuarial/benefit consulting firm (that neither party uses or has used in the last two years), selected by the CWA and the Company. The consulting firm's authority shall be to review the plan or plan designs and to select the plan design, or offer an alternative plan design, which will not trigger an excise tax. The consulting firm shall provide its decision no later than 60 days from the date the matter was submitted to them. The consulting firm's decision shall not exceed its authority set forth above. The parties will split the cost of the consulting firm's fees 50%/50%.

This Memorandum of Agreement is effective as of the date of the Closing as defined in the principal MOA to which this Supplemental Memorandum of Agreement is attached, and shall expire on the date on which the 2012 CBA expires.

## **EXHIBIT II**

(2014 Acquisition-Related Memorandum of Agreement)

### **Restricted Stock Award**

- One-time restricted stock grant of 100 shares to Covered Employees, as defined in the MOA to which this Exhibit is attached
  - Includes Regular and Term full-time Covered Employees who are on active status; for the avoidance of doubt, temporary, and occasional employees are not eligible
  - Covered Employees on short-term disability status and approved leaves of absence as of the date of the Closing, who become active employees by will be eligible for the grant
  - Forecasted value between \$550-\$600 (based on current stock price) plus dividends to be paid
- Vesting schedule aligns with anticipated acquisition integration timeline:
  - 3 year cliff vesting (100% ownership at the end of 3 years)
  - Must be actively employed on the date of the Closing to receive vested awards, except as otherwise provided in this Exhibit V
  - Same eligibility for dividends and voting under the Frontier Equity Incentive Plan, which provides for dividend payments while shares are restricted
- Vesting for **Covered Employees** who receive a grant and are subsequently laid off, involuntarily separated in a reduction in force, retire, die, or go out on long-term disability before 3 years after the date of the Closing, vesting would be accelerated based on their last day worked ("Last Day"), as follows:
  - Last Day is before 1 year after the date of the Closing: 33.3% of the grant
  - Last Day is before 2 years after the date of the Closing: 66.6% of the grant
  - Last Day is before 3 years after the date of the Closing: 100.0% of the grant
- Employees who are involuntarily terminated for cause or resign before the date of the Closing would not be eligible for accelerated vesting, resulting in a forfeiture of grant
- All employees will be required to sign a restricted stock agreement for the grant, otherwise they will forfeit their shares at vest. Online acceptance of awards and administration will be handled by Fidelity ([www.fidelity.com](http://www.fidelity.com))
- At the time of vesting, shares will be withheld to cover the employee's tax liability



### **EXHIBIT III**

(2014 Acquisition-Related Memorandum of Agreement)

#### **Joint National Frontier/CWA Partnership Forum to Promote the Success and Security of the Business and its CWA-Represented Workforce**

In recognition of the rapid changes that are occurring in the telecommunications industry and the impact these changes have on the Company, the Union, and employees/members, the parties desire to create a Forum to address areas of common interest and promote principles of partnership between the Union and the Company. Specifically this Forum will support the following principles:

1. Establish a forum for business discussion for early communication and discussion between the parties of business developments that affect the Company and the Union and their respective constituencies, including customers, employees/members, government officials and regulators may have.
2. Discuss and review innovative approaches to equip the Company to maintain high levels of excellence in service, operations, products and technology in an increasingly competitive communications marketplace in both traditional and newly emerging technologies. This will improve the employees' competitive responsiveness while protecting and enhancing opportunities for employment security.
3. Improve the communications and relationships between the parties and thereby avoid unnecessary disputes by cooperatively addressing significant changes, competitive threats, cost challenges and developments in both the Union and Company environments.
4. Provide an opportunity for the Union to discuss at a national level various work being contracted out (recognizing that the Company and the Union may have agreed to engage in forums for discussion on the topic of contractors at the state and local level) and for the Unions to suggest how employees might perform the same work in a practical and effective manner that meets the cost and timeline objectives of the business. The Company will consider such suggestions. As appropriate, the parties may mutually agree that such discussions be continued between designated local management and union representatives.
5. Equal number of key Union and Company representatives shall constitute a Forum (unless otherwise waived by a party). For this National Partnership Forum ("NPF"), it is anticipated that the Company attendees would include at least one (1) senior leader with Operations and/or Labor responsibility and one (1) senior level Union leader with telecommunications responsibility at a regional or national level. Union members of the forum would include Local Presidents or national staff Representatives whose position in the Union includes broad authority and responsibilities. Similarly situated Company leaders would also be expected to participate in the Forum.

6. Regional Partnership Forums (“RPFs”) will be formed. These Forums will include Company General Managers, Human Resources representatives, and Local Union Business Managers. The number of Regional Forums to be set up and whether they will be joint Forums with the CWA will be decided within six (6) months of the date of the Closing, as defined in the MOA to which this Exhibit is attached.
7. Meetings will be convened by the parties at a mutually agreeable place and time at least, but not limited to, three (3) times per year. The participants in the Forum shall determine its composition, structure, agenda, and operation.

It is intended that each Forum would support, but not displace, the collective bargaining process, the established dispute resolution procedures, and existing local Union-Company collective bargaining agreements and committees.

## **EXHIBIT IV – Family Care Committee**

(2014 Acquisition-Related Memorandum of Agreement)

### ***AT&T / CWA FAMILY CARE COMMITTEE***

The Committee is made up of seven representatives including a Chair.

#### **Work & Family Life newsletter**

Work & Family Life is a monthly newsletter with information and practical solutions on a wide range of family, job and wellness issues. Its mission is to help the readers reduce stress and find more pleasure and satisfaction in their many roles at home, at work and in their communities. The ATT/CWA Family Care Committee funds and administers distribution of this publication. This newsletter is distributed to 83 of AT&T work locations on a monthly basis. Follow this link for a sample of this very informative newsletter.

<http://www.workandfamilylife.com/msu/march2012/mar12.pdf>

#### **Child Care Reimbursement Program**

This program was originally established to reimburse a portion of day care cost on snow days for school age children. Over the years, it has been expanded to include inclement weather days, holidays, and the week of school vacation between Christmas and New Year's which employees may have to work. The Family Care Committee advertises the program in the fall of each year; encouraging employees to preregister. Those who have utilized the program are grateful for its benefits.

#### **Family Care Committee Newsletter**

This Newsletter is created and published by the Family Care Committee. It keeps AT&T employees both bargained for and management, current with the programs and services the committee offers. In each publication, we encourage feedback from our readers in order to meet their needs and concerns. We include articles that are helpful to the many aspects of work and family life. The promotion of LifeCare is also done through this publication to make employees aware of the many benefits available to them such as discounts on products and services, webinars, articles and much more. Follow this link to view a copy of this newsletter. <F:\FCC newsletters\Newsletters 2013\Summer 2013 final.pdf>

#### **LifeCare Seminars**

In the first, second and fourth quarter of each year, the committee sponsors evening seminars presented by LifeCare, which are held at an AT&T location. LifeCare provides the committee with the current calendar year's educational seminar topics. Based on survey feedback and the current environment, the committee selects the topic and invites the employees, who must RSVP. Past seminar topics have been: managing stress of work and family life, brain health, nutrition, and caring for children

and parents; just to name a few. All seminars have been very well received.

#### **Balancing Work and Family Life Expo**

The Balancing Work and Family Life Expo is the newest event hosted by the committee. It is always held at an AT&T work location. The committee invites various community organizations, nonprofits, and businesses to setup as vendors to provide information to the employees and their families that are in attendance. To eliminate sales, no products or services are sold. Employees and their families are invited in advance to the event and required to RSVP. This allows our committee to ensure an adequate amount of food for all and enough give-a-ways for those employees in attendance. We ask each employee, as well as the vendors to complete a survey before leaving. The surveys help us to improve the event each year. The committee is in beginning stages of planning its 4<sup>th</sup> annual event which is normally held in the late August.

#### **ATT/CWA Family Care Committee's Outlook**

The members of the ATT/CWA Family Care Committee believe in the mission that was set forth in bargaining many years ago. It is our hope to have the opportunity to continue to provide information, resources and programs to the employees of both AT&T and Frontier Communications through the life of the collective bargaining agreement and beyond. We would like to see the committee and the funding to stay intact until the end of the 2016 contract.

## **EXHIBIT V – Community Service Fund**

(2014 Acquisition-Related Memorandum of Agreement)

### **AT&T EMPLOYEE COMMUNITY SERVICES FUND CONSTITUTION**

#### **ARTICLE I**

The name of this organization shall be the AT&T Employees Community Services Fund, herein after known as the Fund.

#### **ARTICLE II**

The Fund shall be a voluntary non-profit organization composed entirely of active AT&T employees of the AT&T Corporation (here-in after referred to as either “AT&T” or the “Corporation”).

#### **ARTICLE III**

The objectives and purposes of the Fund shall be:

##### **Section 1**

To establish federated giving on a basis which will free employees from financial appeals conducted by organized national and local social service agencies; thus avoiding excessive solicitation, collection costs and harmful competition, within our Company and community, among the various organizations appealing for financial support.

##### **Section 2**

A. To establish Regional Committees (“the Committee”) that represents the

membership as defined in Article 2 of the Bylaws.

B. To raise funds through an employee contributory plan, such as payroll deductions, in a systematic manner, at least once a year. The time frame to

raise funds shall align with the AT&T Corporate Giving Campaign schedule.

These funds shall be distributed upon Committee approval and after reasonable expenses, to non-profit private health services and social welfare

services primarily in Connecticut, in whole or in part by voluntary contributions in order to carry on their specific programs.

C. To establish a Statewide Board comprised of a representative from each of the

Regional Committee’s and the two Program Coordinators.

### **Section 3**

#### **It shall be the duty and responsibility of such Regional Committees:**

- A. To perform the specific function of administration of all monies contributed to the Fund.
- B. To make distributions according to its findings of service and need.
- C. To review the operations of agencies receiving contributions from this Fund and to decide on appropriate action when fraud, embezzlement, or other illegal acts warrant possible withholding of contributions. This can be done by (1) reviewing financial statements; (2) reviewing annual reports; and (3) requesting a copy of "Tax Exempt Status for Non-profit Agencies" 501(c) 3 letter issued by the IRS.
- D. To select canvassers for any Fund solicitations.
- E. To perform all functions that will accomplish the purpose of this organization.

#### **It shall be the duty and responsibility of such Statewide Board**

- A. To evaluate each campaign and its relationship to AT&T employees as a whole.
- B. To perform all functions that will accomplish the purpose of this organization.
- C. The Statewide Board shall meet quarterly as a minimum and special meetings may be called by either the Program Coordinator or by the majority of the Statewide Board.
- D. Overall responsibility for the annual AT&T Corporate Giving Campaign in Connecticut providing direct support to the campaign coordinators, solicitors and employees.
- E. Responsibility for recruiting, training, and communicating with campaign solicitors.

#### **It shall be the duty and responsibility of such Program Coordinators:**

To publish an annual report by the end of March of the following calendar year as per bylaws Article I Section 10.

### **Section 4**

The Fund is organized *exclusively* for distribution of funds to organizations that qualify as exempt under section 501 (c) 3 of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

## **Section 5**

### **CSF Conflict of Interest Policy**

The purpose of the "Conflict of Interest Policy" is to protect the Community Service

Fund organization's interest when it is contemplating entering into a transaction or

arrangement that might benefit the private interest of a Committee Chair or Committee

Member of the CSF organization or might result in a possible excess benefit transaction.

The policy is intended to supplement but not replace any applicable State and Federal

laws governing conflict of interest applicable to nonprofit and charitable organizations.

#### **1. Definitions:**

a. "Interested Party" is defined as any committee chair or committee member, or an immediate family member of committee chair or committee member.

b. "Related Party" is defined as any party, group or organization to which an interested party has an allegiance or affiliation.

2. A potential conflict of interest exists when actions, contracts, transactions or other

dealings between the Community Services Fund (CSF) and an Interested Party or a

Related Party may result in a personal financial gain to the Interested Party. A

potential conflict of interest may also exist when an Interested Party serves as a

Director or officer of an organization involved with seeking funding from the CSF.

3. It is improper of an Interested Party or a Related Party to disclose or use

confidential proprietary information relating to CSF for personal profit or advantage

of the Interested Party or Related Party.

## **Section 6**

Any amendment to this Constitution shall require a two-thirds vote from all members of the Regional Committees.

## **Section 7**

The Fund shall continue unless terminated by two-thirds of the Statewide Board.

Upon the dissolution of the Fund, the Committee shall, after paying or making

provision for the payment of all the liabilities of the Fund, dispose of all of the assets of the Fund exclusively for the purposes of the Fund in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under section 501(c) 3 of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), as the Committee shall determine. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

**BY LAWS outlined in executed document by the Statewide and Regional Board members dated 4/5/2013**



## **EXHIBIT VI**

(2014 Acquisition-Related Memorandum of Agreement)

1. On the first full pay period that occurs after six (6) months following the date of the Closing, the 8/14 Premises Technician Wage Schedule will be expanded by adding Network Delivery Technician Wage Schedule to Premises Technician Wage Schedule (new Steps 11 through 16, shaded in blue)
2. Increases the 8/14 wage schedule max from \$26.10 to \$39.97
3. The 347 non-core Premises Technicians will be moved up one Step on this schedule (non-core means newly hired into Premises Technician title on or after September 28, 2006 and all subsequently hired Sales and Service II Technicians)
4. 130 grandfathered (former "core") Premises Technicians go from \$35.35 to \$38.99 (Step 16)

### **Premises Technician Revised Wage Schedule**

(Effective as per Section 6 of this MOA)

<b>Current - shaded Yellow</b>							
<b>New Steps and Increases - shaded Blue</b>							
STEP*	8/10/14 Bi-Weekly	8/9/2015 Bi-Weekly		8/10/14 Hourly	% Increase	8/9/2015 Hourly	% Increase
Entry	\$1284	\$1284		\$16.05		\$16.05	N/A
1	\$1343	\$1346		\$16.79	4.60%	\$16.83	4.83%
2	\$1405	\$1412		\$17.56	4.62%	\$17.65	4.90%
3	\$1470	\$1481		\$18.38	4.63%	\$18.51	4.89%
4	\$1539	\$1554		\$19.24	4.69%	\$19.43	4.93%
5	\$1612	\$1632		\$20.15	4.74%	\$20.40	5.02%
6	\$1688	\$1713		\$21.10	4.71%	\$21.41	4.96%
7	\$1769	\$1800		\$22.11	4.80%	\$22.50	5.08%
8	\$1853	\$1890		\$23.16	4.75%	\$23.63	5.00%
9	\$1943	\$1987		\$24.29	4.86%	\$24.84	5.13%
10	\$2037	\$2088		\$25.46	4.84%	\$26.10	5.08%
11	\$2181.2	\$2210.9		\$27.27	7.08%	\$27.64	5.89%
12	\$2324.5	\$2361.5		\$29.06	6.57%	\$29.52	6.81%
13	\$2477.4	\$2522.4		\$30.97	6.58%	\$31.53	6.81%
14	\$2639.8	\$2693.8		\$33.00	6.56%	\$33.67	6.80%
15	\$2813.1	2877		\$35.16	6.56%	\$35.96	6.80%
16	\$3119.4	3197.4		\$38.99	10.89%	\$39.97	11.14%
*6 month intervals							

## **EXHIBIT VII**

(2014 Acquisition-Related Memorandum of Agreement)

### **SUPPLEMENTAL MEMORANDUM OF AGREEMENT**

Between

**FRONTIER COMMUNICATIONS CORPORATION ("Company")**

And

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO ("Union")**

### **Job Assignment Flexibility**

The following agreement applies to the CWA-represented Connecticut workforce the Company is acquiring from AT&T Inc. and will become effective upon the date of the Closing.

To better enable the Company to meet its ever increasing competitive challenges, the Company needs operational flexibility to improve the customer experience by utilizing a "single tech out" approach to assigning work, as it currently does in all other Frontier locations. To achieve these goals, the Union agrees that in order to complete a customer service order or trouble ticket in a single dispatch and/or work assignment, and irrespective of any job jurisdictional constraints, the Company may assign one bargaining unit employee to perform whatever duties and functions are required to complete the entire job, provided the employee has, in the Company's judgment, the capability and equipment needed to safely complete the job in a single dispatch or work assignment. Should the Company determine that one bargaining unit employee cannot meet the above requirements, it shall dispatch however many bargaining unit employees are necessary to safely complete the job.

Example: using the current title, a Network Delivery Technician (NDT) needs to run a jumper in a central office complete an assigned repair ticket and there is no Network Technician-Electronic (NT-E) in the applicable central office at the time. This MOA allows the NDT to run the jumper for the open ticket and deliver an improved customer experience. For the avoidance of any doubt, it is not the intent of this MOA to eliminate the NT-E classification or supplant their established role of performing Central Office switching work and testing and monitoring switches.

The Company and Union will agree to first meet to discuss the plan to implement "single tech out" on or before January 15, 2015 and as part of these discussions, the Company and the Union will discuss the process for resolving any disputes that may arise from the implementation of this MOU.

**EXHIBIT VIII**

(2014 Acquisition-Related Memorandum of Agreement)

**The parties will meet to finalize the language and updates to the 2012 CBA to reflect the provisions of this executed MOA.**

## NOTES

## APPENDIX A

DEPARTMENT/JOB TITLE	JOB CODE	EEO	SAL GRADE	BI-WKLY SCHED HRS	RESID.	DEPT.
<b>AT&amp;T BUSINESS SOLUTIONS</b>						
ALL DISTANCE SPECIALIST	CT101	E16	VJ	75	16 Mo's	(2)
GENERAL OFFICE ASSOCIATE	CT110	E17	VS	75	16 Mo's	(1)
REPAIR SERVICE SPECIALIST	CT161	E18	VR	80	28 Mo's	(2)
SALES CONSULTANT	CT157	E18	LI	80	28 Mo's	(2)
(C) SALES CONSULTANT-SPANISH CTR	CT158	E18	LI	80	28 Mo's	(2)
SERVICE CONSULTANT	CT155	D14	VN	75	28 Mo's	(2)
SERVICE REPRESENTATIVE	CT126	E18	VK	75	28 Mo's	(2)
SERVICE REP-SPANISH CENTER	CT128	E18	VK	75	28 Mo's	(2)
TELEMARKETING SPECIALIST	CT137	D15	VI	75	16 Mo's	(2)
<b>CONSUMER GROUP</b>						
ALL DISTANCE SPECIALIST	CT101	E16	VJ	75	16 Mo's	(2)
COMPUTER REPORTS ADMIN	CT143	E16	VI	75	16 Mo's	(1)
GENERAL OFFICE ASSOCIATE	CT110	E17	VS	75	16 Mo's	(1)
OFFICE ADMINISTRATOR	CT	E17	VH	75	16 Mo's	(1)
REPAIR SERVICE SPECIALIST	CT161		VR	80	28 Mo's	(2)
SALES CONSULTANT	CT157	E18	LI	80	28 Mo's	(2)
(C) SALES CONSULTANT-SPANISH CTR	CT158	E18	LI	80	28 Mo's	(2)
SERVICE ORDER SPECIALIST	CT125	E17	VH	75	16 Mo's	(2)
SERVICE REPRESENTATIVE	CT126	E18	VK	75	28 Mo's	(2)
SERVICE REP-SPANISH CENTER	CT128	E18	VK	75	28 Mo's	(2)
TELEMARKETING SPECIALIST	CT137	D15	VI	75	16 Mo's	(2)
TELEMARKETING SPEC-SPANISH CTR	CT138	D15	VI	75	16 Mo's	(2)
<b>CUSTOMER INFORMATION SERVICES</b>						
CUSTOMER INFO SPEC-BILINGUAL		E16	W1	80	14 Mo's	(4)
CUSTOMER INFORMATION SPEC		E16	W1	80	14 Mo's	(4)
FORCE ADJUSTMENT SPECIALIST		E16	WF	80	28 Mo's	(4)
GENERAL OFFICE ASSOC-CIS		E16	WF	80	16 Mo's	(4)
GENERAL OFFICE ASSOCIATE		E17	VS	75	16 Mo's	(1)
SR ASSOC-DATABASE ADMIN-CIS		E16	WJ	80	28 Mo's	(4)
SERVICE ASSISTANT AIDE-CIS		E16	W7	80	16 Mo's	(4)
<b>FINANCE</b>						
ACCOUNTANT	CT140	E16	VL	75	28 Mo's	(1)
ACCOUNTS INVESTIGATION REP	CT141	E16	VI	75	16 Mo's	(1)
(C) BILLING INVESTIGATION REP	CT	E16	VI	75	16 Mo's	(1)
<b>HUMAN RESOURCES</b>						
PLACEMENT ASSISTANT	CT119	E17	VH	75	16 Mo's	(1)

- (1) Headquarters  
(2) Com'l/Marketing  
(3) Plant, Switch Syst, Supp Svcs  
(4) Customer Information Services

DEPARTMENT/JOB TITLE	JOB CODE	EEO	SAL GRADE	BI-WKLY SCHED HRS	RESID.	DEPT.
INFORMATION TECHNOLOGY SERVICE CONSULTANT	CT155	D14	VN	75	28 Mo's	(2)
NETWORK SERVICES						
(C) ACCOUNTING ASSOCIATE	CT100	A12	XF	75	28 Mo's	(1)
ASSOC TELE SPEC-CONDUIT	CT102	C12	VX	75	28 Mo's	(1)
AUTO MESSENGER	CT103	E17	WF	80	16 Mo's	(3)
CENTRAL OFFICE ATTENDANT	CT	F09	ZH	80	16 Mo's	(3)
COMPUTER SYSTEMS SPECIALIST	CT	E16	VM	75	28 Mo's	(1)
CONDUIT INSPECTOR	CT104	C12	VV	75	28 Mo's	(1)
CONSTRUCTION OFC ADMIN	CT105	E16	XG	75	16 Mo's	(3)
CUSTOMER EQUIPMENT REP	CT144	E16	VI	75	16 Mo's	(3)
CUSTOMER SVCS TECHNICIAN	CT145	F08	WN	80	28 Mo's	(3)
DATABASE ASSUR SPEC-E911	CT108	E16	VI	75	16 Mo's	(1)
DATABASE ASSUR TECHNICIAN	CT	E16	VI	75	16 Mo's	(3)
EMERGENCY POWER TECHNICIAN	CT107	F08	WO	80	28 Mo's	(3)
ENGR AIDE-COMN LANG/ROUT COORD	CT146	E16	XF	75	28 Mo's	(1)
FACILITIES ASSIGNER	CT109	E16	ZJ	80	16 Mo's	(3)
GENERAL OFFICE ASSOCIATE	CT110	E17	VS	75	16 Mo's	(1)
INSTALLATION/REPAIR TECHNICIAN	CT111	F11	W2	80	28 Mo's	(3)
MAINTENANCE ADMINISTRATOR	CT147	E16	ZE	80	28 Mo's	(3)
NETWORK ADMIN ASSOCIATE	CT151	E16	XI	75	28 Mo's	(1)
NETWORK DEPLOYMENT TECH	CT113	F10	WN	80	28 Mo's	(3)
NETWORK TECH-ELECTRONIC	CT114	F08	WN	80	28 Mo's	(3)
NETWORK TECH-MINI COMPUTERS	CT115	F08	WO	80	28 Mo's	(3)
NETWORK TECH-RADIO/VIDEO	CT116	C12	WO	80	28 Mo's	(3)
NETWORK TRANSLATOR	CT152	E16	XH	75	28 Mo's	(1)
OUTSIDE NETWORK DESIGNER	CT117	C12	VW	75	28 Mo's	(1)
OUTSIDE PLANT TECHNICIAN	CT118	F10	ZC	80	28 Mo's	(3)
PACKET SWITCH SPECIALIST	CT153	C12	WP	80	28 Mo's	(3)
PLNT ANALYST-CBL CONST & MAINT	CT120	F10	XA	75	28 Mo's	(3)
PLNT ANALYST-TRANSMISSION	CT122	F10	XA	75	28 Mo's	(3)
PLNT ANALYST-CORR PROTECTION	CT121	F10	XA	75	28 Mo's	(3)
PLNT ANALYST-INDUCTV INTERFER	CT	F10	XA	75	28 Mo's	(3)
(C) SALES AND SERVICE TECHNICIAN I	CT112	F10	WN	80	28 Mo's	(3)
SALES AND SERVICE TECHICIAN II	CT139		W3	80	28 Mo's	(3)
SENIOR ACCOUNTANT	CT123	A12	VN	75	28 Mo's	(1)
SENIOR FRAME ATTENDANT	CT101	F09	ZF	80	28 Mo's	(3)
SERVICE REPRESENTATIVE-OCC	CT159	E18	VK	75	28 Mo's	(1)
SITE ACQUISITION AGENT	CT129	E16	VM	75	28 Mo's	(1)
(C) SUPPLIES ATTENDANT	CT130	E17	ZD	80	16 Mo's	(3)
SUPPORT SPEC-SPECIAL SVCS	CT131	C12	WO	80	28 Mo's	(3)
SYST DESIGN & TRANSL SPEC	CT	C12	VO	75	28 Mo's	(1)

- (1) Headquarters  
(2) Com'l/Marketing  
(3) Plant, Switch Syst, Supp Svcs  
(4) Customer Information Services

DEPARTMENT/JOB TITLE	JOB CODE	EEO	SAL GRADE	BI-WKLY SCHED HRS	RESID.	DEPT.
<b>NETWORK SERVICES</b>						
TECH ANALYST-NOC	CT156	C12	WO	80	28 Mo's	(3)
TECH ASST-INE	CT132	E16	XG	75	16 Mo's	(1)
TECH ASST-ONE	CT133	E16	XG	75	16 Mo's	(1)
TECH ASST-PICS/DCPR	CT134	E16	XG	75	16 Mo's	(1)
TELECOMM SPEC-INE	CT135	C12	VX	75	28 Mo's	(1)
TELECOMM SPEC-ONE	CT136	C12	VX	75	28 Mo's	(1)
<b>PURCHASING &amp; LOGISTICS</b>						
AUTO MESSENGER	CT103	E17	WF	80	16 Mo's	(3)
GARAGE ATTENDANT	CT160	E17	WF	80	16 Mo's	(3)
LOGISTICS ACTIVITIES ANALYST-PIE	CT	E16	VI	75	16 Mo's	(1)
MATERIAL & LOGISTICS ASSISTANT	CT149	E17	VH	75	16 Mo's	(3)
MATERIAL DISTRIBUTION DRIVER	CT148	G13	WJ	80	16 Mo's	(3)
MATERIAL HANDLER	CT	G13	WH	80	16 Mo's	(3)
MOTOR EQUIP INSPECT-MAINTAINER	CT150	F10	WM	80	28 Mo's	(3)
PLUG-IN ADMIN SPEC	CT	C12	VM	75	28 Mo's	(1)
(C) SUPPLIES ATTENDANT	CT130	E17	ZD	80	16 Mo's	(3)
<b>REAL ESTATE</b>						
BUILDING MECHANIC	CT142	F08	WO	80	28 Mo's	(3)
ENGRNG ASST-BLDG & REAL ESTATE	CT	C12	VM	75	28 Mo's	(1)
GENERAL OFFICE ASSOCIATE	CT110	E17	VS	75	16 Mo's	(1)
SENIOR REPORTS CLERK	CT154	F09	VI	75	28 Mo's	(3)
<b>WHITE PAGES</b>						
DIRECTORY COMPOSER	CT106	E16	VJ	75	28 Mo's	(1)
GENERAL OFFICE ASSOCIATE	CT110	E17	VS	75	16 Mo's	(1)
SERVICE REPRESENTATIVE - DMU	CT127	E18	VK	75	28 Mo's	(2)

- (1) Headquarters
- (2) Com'l/Marketing
- (3) Plant, Switch Syst, Supp Svcs
- (4) Customer Information Services



## **APPENDIX B**

**Amended to Reflect the Elimination of Appendix F**

**Appendix F is Eliminated and  
Appendix B is Amended as Shown Herein:**

### **DEFINITIONS**

1. **Former “core” Premises Technician:** an employee who was not newly hired into the former Appendix F Premises Technician title on or after September 28, 2006. This includes “core” employees who, in the future, enter into the Sales and Service Technician II title.
2. **“Non-core” Sales and Services Technician II:** an employee who was newly hired into the former Premises Technician title on or after September 28, 2006 (former “non-core” Premises Technicians), or a “non-core” employee who enters or is newly hired into the Sales and Service Technician II title.
3. As used herein, “Core Agreement” means the Basic Agreement and any applicable Appendices (not including former Appendix F, which is eliminated by the terms of this MOA). A “core employee” is anyone who was originally hired into the “Core Agreement” and not hired into the former Appendix F.

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### Common Throughout Departmental Sections

Section	Subject
1	Definitions
2	Work Time and Scheduling
3	Wage Practices
4	Holiday Practices
5	Vacations
6	Sickness and Accident Absences
7	Expenses
8	Excused Absence
9	Miscellaneous

**General - All Departments**

## **1. DEFINITIONS**

### **1.01 Employee**

An "employee" is defined as any person rendering service to the Company under the terms of employment which permits the Company to exercise direction or control with respect to the manner in which services are performed, and who receives from the Company for such services a regular and stated compensation other than a retainer including those whose compensation is ordinarily computed on other than a time basis, even though the individual may be:

- (a) Currently employed and classified on the AT&T payroll system as a regular full-time or part-time employee;
- (b) Currently employed as a Temporary employee (full or part-time);
- (c) On vacation or other approved absence with or without pay, or
- (d) Absent on account of illness or injury under either the Employees' Benefit Plan or other approved basis.

This definition shall not include:

Any contractor or any individual performing specific work or service for the Company and responsible to it only for the results.

### **1.02 Regular Employee**

A regular employee is an individual whose employment is expected to continue for longer than a year although it may be terminated earlier by action on the part of the Company or the employee.

### **1.03 Reserved for Future Use.**

### **1.04 Part-Time Employee**

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

## **CLASSIFICATION AND TREATMENT OF PART-TIME EMPLOYEES**

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

5. Employees who are hired on or after January 1, 1981, and prior to April 1, 1995, and who work as part-time employees shall, if otherwise eligible to participate under the terms of such plans, be eligible for coverage under the Medical Plan, Dental Plan, and Vision Plan, as follows:

- (a) Employees whose part-time equivalent work week classification is sixteen (16) hours or less shall be eligible by enrollment and payment of 100% of the premiums for such coverage;
- (b) Employees whose part-time equivalent work week classification is seventeen (17) through twenty-four (24) hours shall be eligible by enrollment and payment of 50% of the premiums for such coverage;
- (c) Employees whose part-time equivalent work week classification is twenty-five (25) or more hours shall be eligible for such coverage on the same basis as a regular full-time employee;
- (d) Regular employees who are on the active payroll of the Company as of December 31, 1980, and continuously thereafter shall continue to be eligible for such coverage on the same basis as a regular full-time employee regardless of classification.

6. Effective March 31, 1995, employees hired or re-hired on or after that date who work part-time and less than 30 hours per week will be eligible for a percentage of the Company contribution for full time employees hired or rehired on or after March 31, 1995. The amount of the Company contribution will vary based on actual hours, and calculated on a retrospective basis using a six month's average during a calendar year. For individuals on an approved, unpaid Leave of Absence (L.O.A.) the contribution level will be determined based on the six (6) months worked prior to the effective date of the L.O.A. The Company contribution will be towards the cost of individual coverage for medical, dental, and vision benefits. Individuals will be offered the opportunity to purchase coverage for eligible Class I dependents at group rates.

Regular Part-Time Equivalent Work Week	Percentage * of Company Contribution towards Individual <u>Coverage for Full Time Regular Employees</u>
24 - 29 hours	75%
17 - 23	50%
9 - 16	25%
8 or less	0%

\* In 1997, percentages will be prorated for each hour between 8 and 30

7. Effective January 1, 2002, the Company will amend the SNET Active Bargaining Unit Employee Health Plan (which includes medical, HMO, dental and vision benefits) to provide that all regular part-time bargained-for employees who were hired or rehired on or after January 1, 1981 shall receive the following level of Company contributions toward the cost of employee and eligible dependent coverage, based on the employee's normal scheduled work hours as shown below:

Normal Weekly Scheduled Work Hours	Company Contributions Towards Employee & Eligible Dependent Health Coverage*
25 or more hours per week	100%
17 through 24 hours per week	50%
16 or less hours per week	0%

\* Employee pays the remaining cost of coverage, including all HMO premiums that exceed the SNET Medical Plan costs.

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

#### **1.05 Temporary Employee**

(a) A "Temporary" Employee is one who is engaged on a Temporary basis for a period of not more than one year. A Temporary Employee's employment may be terminated at any time, with or without cause, and for such reasons as completion of the work assignment for which he/she was engaged. A Temporary Employee must be separated from SNET upon reaching one year of service. A Temporary Employee who has been separated from SNET for any reason must remain separated for at least ninety (90) days before being eligible for re-engagement as a Temporary Employee.

(b) Bargaining unit positions that are filled by a Temporary Employee(s) for twelve (12) consecutive months shall be considered a job vacancy and filled through the Transfer Procedure utilizing all Regular Employee requests. If no qualified candidate can be identified in the Transfer Bureau, the employer may offer the vacancy to the Temporary Employee or utilize other means to fill the vacancy.

(c) Temporary Employees may not be returned to the same job title in the same location unless it is in another department. Temporary employees can return to a different work location in the same job title after a six month period. Temporary employees hired under the College Summer Hire program may return to the same job title that they previously held in the same department in the same location, or a different location.

#### **1.06 Reserved for Future Use**

#### **1.07 Non-Exempt Employee**

"Non-exempt" employees are subject to the provisions of the Fair Labor Standards Act and regardless of their basic weekly going rates, will be paid time and one-half for overtime worked as defined in departmental working practices.

#### **1.08 Reserved for Future Use**

### 1.09 Home Station

(a) Home Station, within Connecticut, is the exchange area to which an employee is regularly assigned. Exchange area boundaries are indicated on the map at end of General Wage and Working Practices section.

(b) Home Station, outside Connecticut, is an 18 mile radius from the reporting center as designated by the Company.

### 1.10 Reporting Center

Reporting center is any one of the places indicated below at which an employee is authorized to report for duty or is relieved of duty:

(a) the office or work place at which an employee usually works or reports for work or any Company office within the employee's home station;

(b) the garages within the employee's home station at which Company cars are stored for use;

(c) a railroad passenger station or centrally located bus station within the home station when an employee is required to travel by train or bus; or

(d) a location near an employee's home which is mutually agreed upon between the supervisor and the employee when traveling as a passenger in a bus or Company car to or from a job away from the employee's home station;

(e) a location within the area where an employee is authorized to board when assigned to work away from the home station.

### 1.11 Session

That part of a day that a Regular full-time employee is scheduled to work will be divided into two equal parts regardless of when the meal period is scheduled. (Part-time employees scheduled to work either 7 ½ or 8 hours per day are included.)

### 1.12 Immediate Family

**(Not applicable to employees in the Sales and Service Technician II classification)**

The following relationships to the employee constitute the immediate family:

Father	Brother	Grandfather	Step Grandparents
Mother	Child	Grandchildren	Step Grandchildren
Husband	Father-In-Law	Step parents	
Wife	Mother-In-Law	Step children	
Sister	Grandmother	Step brothers & sisters	

Legally Recognized Partner\*

Legally Recognized Partner's

- Father
- Mother



- Child

\* "Legally Recognized Partner" shall mean any individual:

- (1) who is a Registered Domestic Partner, or
- (2) with whom an employee has entered into a same-gender relationship pursuant to and in accordance with state or local law, such as marriage, civil union or other legally recognized arrangement that provides similar legal benefits, protections and responsibilities under state law to those afforded to a Spouse.

An individual who has a Spouse shall not be permitted to designate a Legally Recognized Partner. No individual shall be permitted to designate more than one Legally Recognized Partner during the same period nor shall any individual be permitted to designate different Legally Recognized Partners for different plans or programs during the same period.

#### **1.13 Immediate Household**

A person who lives in the employee's home as one of the family shall be considered as a member of the employee's immediate household.

#### **1.14 Net Credited Service**

(a) Where the term "Net Credited Service" is used under the Company's Health, Welfare and Retirement ("Pension") Plans or for the establishment of an employee's "Seniority" under this collective bargaining agreement, **Net Credited Service** is the period of continuous service from the date on which an employee's latest employment as a regular or temporary employee started.

(b) Where there has been a break in service a Net Credited Service Date will be established under the following "bridging-of-breaks-in-service" provisions to recognize all periods of previous service determined to be eligible for recognition in accordance with the terms of the SNET Pension Plan and the Mandatory Portability Agreement ("previous service"):

- (1) **for pension purposes only:** previous service shall be credited immediately upon re-employment as a regular or temporary employee; or
- (2) for all other non-pension purposes: previous service shall be credited to re-employed employees as follows:
  - (a) if a regular employee who left the service of the Company is subsequently re-employed within six (6) months as a regular employee, previous service shall be credited immediately; or
  - (b) if a regular employee who left the service of the Company as a result of a layoff is subsequently re-employed as a regular employee within the time periods outlined for "recall rights" under Article VII, previous service and up to six (6) months of service credit for the period of layoff shall be credited immediately; or

(c) if a regular employee who left the service of the Company and was re-employed as a regular employee on or before 12/31/1999, or if a regular employee who had been laid off was subsequently re-employed as a regular employee after the time periods outlined for "recall rights" in Article VII, but on or before 12/31/1999, previous service shall be credited upon the employee's completion of four (4) years of continuous regular and/or temporary employment; or

(d) if a regular employee who left the service of the Company and was reemployed as a regular employee on or after 1/1/2000, or if a regular employee who had been laid off was subsequently re-employed as a regular employee after the time periods outlined for "recall rights" in Article VII and on or after 1/1/2000, previous service shall be credited upon the employee's completion of five (5) years of continuous regular and/or temporary employment.

(c) Where an employee's Net Credited Service Date is used to determine seniority for such events as vacation selection, transfers, work schedules or trick schedules, and there are two or more employees with the same Net Credited Service Date, the selection will be made by an automated system, if available. In cases where an automated system is not available and for surplus, layoff or lateral force rearrangement events, a lottery-like drawing will be conducted witnessed by a Union officer. Tie-breakers will be conducted for each individual event.

#### **1.15 Permanent Transfer**

(a) Regular Employee – A change of home station of a regular employee shall be considered to be a permanent transfer:

(1) when the change is made because of the needs of the business and the duration of the assignment is expected to be 12 months or more;

(2) when the change is necessitated because of inability to meet the requirements of the occupation or because of lack of work in the occupation, regardless of the length of the period; or

(3) when the change is made at the employee's request.

(b) Temporary Employee - A change of home station of a Temporary employee shall be considered to be a permanent transfer regardless of the length of the period.

#### **1.16 Temporary Transfer**

An assignment of a regular employee to a location other than the home station for a period expected to be of less duration (one year or less) than that required for a permanent transfer is considered a temporary transfer.

#### **1.17 Extended Temporary Transfer**

(a) For temporary assignments of a regular employee expected to be over one year, but less than two years, the following conditions will apply:

- (1) When qualifications are substantially equal, the senior seniority net credited service employee will be selected by volunteers, and inverse seniority if there are no volunteers.
- (2) The temporary assignment duration will be reviewed by local management and the Chief Steward at ten months in order to extend the assignment out to eighteen months.
- (3) The temporary assignment duration will be reviewed a second time by local management and the Chief Steward after eighteen months in order to extend the assignment out to twenty-four months.
- (4) Employees on temporary assignments will receive wage treatment according to General Section 3.II.

- (b) Assignments beyond twenty-four months will be considered permanent and the normal transfer bureau process will apply.
- (c) Consecutive extended temporary assignments cannot be used as a means of circumventing the transfer bureau. Extended temporary assignments must be separated by a minimum period of six months.

## **2. WORK TIME AND SCHEDULING**

See 3.17 of these Practices for minimum work time.

### **2.01 General**

**(Not applicable to employees in the Sales and Service Technician II classification)**

- (a) Normally, employees shall be relieved from duty promptly at their scheduled time. However, they shall be expected to work overtime when the business requires it. The Company shall determine the necessity for such work. Employees, other than Plant, Switching Systems and Support Services, will not be required to work more than a total of eight (8) hours of overtime in any payroll week except in case of emergency, long term service difficulties, or unless the employee consents to such overtime. All holiday hours worked shall be counted toward the administration of the overtime limitation. (For Plant, Switching Systems and Support Services overtime hour limitations see the Work Time and Scheduling provisions in that section).
- (1) An "emergency" is an event of national importance, fire, explosion, or other catastrophe, severe weather conditions, major cable and equipment failures, or an act of God.
- (2) The parties recognize that service difficulties for an extended period may develop from time to time during which suspension of the above overtime limitations would be appropriate. In the event such service difficulties develop, the Company and the Union will meet to discuss the problem and determine how to deal best with the situation.

(b) Work time shall include:

- (1) all authorized time spent at the reporting center or on the job;
- (2) time spent in authorized travel between the reporting center and the job, and from one job to another;
- (3) all scheduled time spent in attendance at joint Union-Company meetings or in traveling to or from such meetings during scheduled working hours.

As used in this section, "job" means any assignment to work, to wait, or to attend a training class or meeting on Company business.

## **2.02 Travel Time**

**(Not applicable to employees in the Sales and Service Technician II classification)**

- (a) A regular employee assigned to report directly from home, which may be located in or outside the home station, to a job outside the home station, work time shall include time in excess of thirty minutes in each direction spent traveling between home and the job.
- (b) A regular employee notified after the normal tour of duty of an assignment to report for duty on a day other than a scheduled working day or on a Company recognized holiday on which the employee is not expected to work, time not to exceed thirty minutes in each direction spent traveling between home and the reporting center shall be classed as work time.
- (c) A regular employee called from home for duty on a scheduled working day for a period not continuous with the employee's scheduled working hours, all time spent traveling between home and the job shall be classed as work time.
- (d) A regular employee called from home to the reporting center for duty prior to the employee's scheduled working hours and the work continues into the scheduled working hours, time spent traveling between home and the reporting center shall not be classed as work time.
- (e) A regular employee called from home for duty on a day other than a scheduled working day or on a Company recognized holiday on which the employee is not expected to work, all time spent traveling between home and the reporting center or the job shall be classed as work time.
- (f) A regular employee called to the home station from a place at which visiting away from home, and outside the home station, the travel time in both directions shall be classed as work time except that if the return trip is not to the point at which the employee was visiting, the travel time not to exceed thirty minutes in each direction shall be considered as work time.

## **2.02-A Travel and Temporary Work Locations**

**(Applicable only to employees in the Sales and Service Technician II classification)**

- A. The Company will either furnish all means of transportation or specify what transportation shall be used for travel on Company business.
- B. Employees who agree to use their personal vehicles for Company business will be reimbursed at the then current IRS reimbursement rate for mileage.
- C. Employees may be assigned to work at a temporary work location. When employees are assigned to work at a temporary work location, the employee will be reimbursed for travel time and transportation expenses to and from the temporary work location in excess of that required for the employee's normal commute.
- D. Transportation expenses include, but are not limited to, mileage, bridge toll, parking, airfare, and bus fare.

## **2.03 Scheduling**

See Section 2. of the departmental Wage and Working Practices.

## **3. WAGE PRACTICES**

### **3.01 Trial Period**

The first six months of an employee's service shall be considered as a trial period in order that the employee's qualifications as to workmanship, character and personal conduct can be determined. Where the formal training period is greater than two weeks or does not begin within the first month of employment the trial period will be automatically extended by the length of the formal training period. When a case warrants an extension of the trial period the employee and the Union shall be notified of such action. Individuals shall be released at any time during the trial period if found to be lacking in the proper qualifications.

### **3.02 (Reserved for Future Use)**

### **3.03 (Reserved for Future Use)**

### **3.04 Temporary Assignment to a Higher Maximum Wage Rate**

Employees who are temporarily assigned to work for a full work day or longer on a title carrying a higher maximum wage rate shall be paid at the higher rate for the period of the assignment in accordance with General 3.11.

### 3.05 Establishment of Wage Progression Schedules

Wage progression schedules shall be established for the various occupations which indicate the periods of time between each wage increase consideration and the amounts of the increases for regular full-time employees who are making the usual and satisfactory improvement in job performance.

### 3.06 Application of Wage Progression Schedules

- (a) General - The wage increases indicated in the wage progression schedules shall not be automatic, but the Company shall give consideration at the specified periods as to whether or not employees have merited increases.
- (b) Regular Full and Part-time Employees - Wage progression schedules are designed primarily for wage treatment for regular full-time employees but shall be used in determining wage treatment for regular and part-time employees eligible to such treatment by applying the provisions for bi-weekly starting rates, maxima, and amount of wage increases proportionately, e.g., an inexperienced employee engaged to work half-time, starts at one-half the minimum starting rate, and receives at the end of the first consideration period, one-half the weekly increase specified on the schedule at the end of this period. This employee progresses to one-half the maximum. On certain schedules increases are on an hourly basis and in such cases the same increase in rate per hour applies to part and full-time employees.

### 3.07 Awarding Increases

- (a) At such times and in such amounts as are indicated on the wage schedules, the Company shall increase the rates of pay of regular employees who progressively acquire additional job knowledge and demonstrate improved ability to perform work until the maximum for the occupation is attained.
- (b) Employees who demonstrate unusual and outstanding progress in their occupation shall receive an increase earlier than indicated in the schedule or in an amount larger than indicated, or both. In such cases, the length of the next consideration period shall be the period indicated in the schedule for the new wage level.

Note: See 3.11 for increases in connection with advancements.

### 3.08 Deferring Increases

- (a) When a continuous period of absence results from a sickness or accident, leave of absence or temporary layoff, the consideration period shall be extended as follows:

Number of Months in Consideration Period Up to 6 Inclusive	Consideration Period Will Be Extended By Time Lost Less One Month
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In such cases, the extended period shall be shortened if the improvement in job performance by the employee has been greater than usual during that period.

(b) When an employee's performance or conduct does not warrant giving an increase in accordance with the consideration period indicated in the schedule, the increase shall be withheld and the employee shall be informed in advance of the reasons therefor. The increase shall be given as soon as the employee has adequately demonstrated consistently satisfactory improvement. In such cases, the length of the next consideration period shall be the period indicated on the schedule for that wage level. This period shall be shortened if the improvement in job performance by the employee has been greater than usual during that period.

(c) When an employee with seniority service of two years or less has not merited a wage increase for two full consecutive consideration periods, the employee shall then either be transferred to other work for which qualified, if available, or dismissed after final notice has been given.

(d) When an employee with more than two years of seniority service does not develop the ability to meet completely the requirements of an occupation but performs work assigned well enough to be retained, wage treatment appropriate to performance shall be granted but the employee shall not receive the maximum wage. If qualified to progress in other work, the employee shall be transferred if an opportunity becomes available.

### **3.09 Wage Reduction Other Than Transfer**

The basic wage rate of an employee shall be subject to reduction for unsatisfactory performance of duty, unsatisfactory personal conduct or action which can be proven to be detrimental to the interests of the Company.

### **3.10 Transfer To An Occupation Having the Same Wage Maximum (See paragraph 3.13 for transfer due to disability)**

(a) All regular employees transferred to other occupations having the same wage maximum shall be placed on the new wage schedule at the wage rate paid when transferred with full credit for the number of months at that rate.

### **3.11 Advancement to an Occupation Having a Higher Wage Maximum**

(a) All employees who are advanced to an occupation having a higher maximum will receive a promotional increase. The method of determining this increase will normally be in accordance with the following procedure:

(1) Determine where the employee's current pay falls on the wage progression guide of the job to which they are being advanced. The promotional increase is the amount shown as the next full step on the wage guide but not to exceed the maximum of the new job.

(b) An employee may be accorded additional treatment to the above, depending upon the circumstances of the individual case.

**3.12 Transfer To An Occupation Having A Lower Wage Maximum  
(See paragraph 3.13 for transfer due to disability)**

(a) For Reasons Other Than A Surplus Condition - When any employee is transferred to an occupation having a lower maximum for any reason other than a surplus condition, the case shall be treated on its merits and an appropriate adjustment may be made after a careful appraisal of the individual's value in the new position.

(b) Due To A Surplus Condition - When it is necessary because of a surplus condition to transfer an employee to another occupation, the Company will endeavor to make the transfer to an occupation with a maximum which is not below the employee's basic wage rate. Where this can be done there shall be no reduction in the employee's basic wage rate but the employee's progress on the new wage schedule shall be appropriate to experience and value in the new occupation. When an employee is transferred to an occupation with a wage maximum lower than the employee's basic wage rate, adjustments shall be made as follows:

(1) Less Than 10 Years of Seniority Service - If the employee's basic wage rate does not exceed the new wage maximum by more than the amount of the last step on the new wage schedule, a reduction to the new wage maximum shall be made four weeks after the transfer. However, if the employee's basic wage rate exceeds the new wage maximum by more than the amount of the last step on the new wage schedule, the employee's rate shall be reduced by the amount of this step four weeks after the transfer and thereafter by a like amount at the end of each six months until it coincides with the new wage maximum. Even though the last reduction to be made is less than the full step, it shall not be made until six months following the date of the previous reduction.

(2) 10 or More Years of Seniority Service - There will be no reduction in pay for an employee with ten (10) years or more of seniority net credited service for a period of thirty-six (36) months following the effective date of such downgrade. Thereafter adjustments shall be in accordance with (b)(1) above.

**3.13 Transfers For Reasons of Disability**

(a) When it is necessary because of physical disability as indicated by medical authority to transfer any employee to another occupation, the Company will endeavor to make the transfer to an occupation with a maximum which is not below the employee's basic wage rate. Where this can be done there shall be no reduction in the employee's basic wage rate but the employee's progress in the new wage schedule shall be appropriate to experience and value in the new occupation.

(b) If it is definitely established that regular employees are incapable of performing the duties of their job classification because of an injury sustained in the employ of the Company or that regular employees having twenty (20) or more years of seniority service are incapable of performing the duties of their job classification because of a disability or infirmity arising from natural causes, and are assigned to a job with a lower wage maximum within their ability to perform, there will be no reduction in their basic rate of pay.



(c) When the transfer does not meet the conditions described in Paragraph (b) above, the basic wage rate shall not change as long as the employee's basic wage rate exceeds the maximum rate of the job to which transferred.

(d) Computation of overtime and differential rates shall be based on the employee's basic wage rate.

### **3.14 Changes In Rates of Pay**

#### **Effective January 1, 2005:**

Changes in employee rates of pay shall become effective on the date that the change is scheduled. However, no change in rate of pay for wage progression shall be made when an employee is absent at the beginning of the scheduled work week because of a sickness or accident benefit case under the Employee's Benefit Plan, or a leave of absence. In such case an increase shall become effective on the date the employee returns to work, full or part time. Refer to Paragraph 3.08 for possible extension of date due to extended absence.

### **3.15 Pay Day**

#### **Effective January 1, 2005:**

(a) Employees shall be paid every other Friday for services rendered the previous two weeks.

(b) When a Company-recognized holiday falls on Friday, employees shall be paid on the preceding Thursday.

### **3.16 Reserved for Future Use**

### **3.17 Minimum Work Time**

(a) Initial Call-Outs - When an employee is called out initially for duty during non-scheduled hours not continuous with the employee's regular schedule of hours and such call-outs occur:

(1) between 6 A.M. and midnight, the minimum work time paid for shall be two hours at the appropriate overtime rate.

(2) between midnight and 6 A.M., the minimum work time paid for shall be two hours at the appropriate overtime rate plus two hours at straight time.

(b) Holiday Call-Outs - When an employee is called out initially for duty on a Company-recognized holiday, within the employee's schedule for the week and such call-outs occur:

(1) Within that which would ordinarily be the employee's normal working hours the minimum work time paid for shall be two hours at the rate of time and one-half in addition to the normal day's pay for the holiday.

(2) Beyond those hours normally considered the employee's normal working hours, the minimum work time paid for shall be two hours at the rate of double time and one-half. If such call-outs occur between midnight and 6 A.M., the minimum paid shall include an additional two-hours at straight time.

(c) Subsequent Call-Outs which terminate within the two-hour period paid for as a minimum, shall be considered as compensated for by payment for the initial call-out. That part of any such call-out which extends beyond the period paid for as a minimum shall be compensated for at the straight-time, time and one-half, double time or double time and one-half rate, as appropriate. The provisions for minimum payment again apply when a subsequent call-out occurs after the expiration of the two-hour period paid for as a minimum.

(d) Non-scheduled day - When an employee is assigned to work on a non-scheduled day or on a Company-recognized holiday the minimum work time paid shall be four (4) hours at the appropriate overtime rate.

### **3.18 Bi-Lingual Differential (All Titles)**

Employees on bi-lingual titles of:

Service Representative – Spanish Center

Telemarketing Specialist – Spanish Center

will receive a fixed differential in the amount of five (\$5.00) dollars per day.

### **3.19 Differentials for Evening and Night Work - Regular Employees**

**(Also applies to former “core” Premises Technicians)**

**(For “non-core” Sales and Service Technician II employees-see Plant 3.01A)**

(a) Eligibility - A ten percent (10%) differential<sup>18</sup> shall be paid to all employees who, as part of their basic work week, work regular weekly night assignments, regular daily night assignments or rotating evening or night assignments any part of which falls between the hours of 7:00 P.M. and 6:00 A.M.

(b) Regular Night Assignments –

1. Regular Weekly Night Assignment - Any eligible employee who is scheduled to work a basic work week composed of at least five (5) evening or night sessions for a period of three (3) or more consecutive months is deemed to be working such sessions as a regular night assignment under Paragraph (a) and will be eligible to receive a weekly (or “fixed”) differential.
2. Regular Daily Night Assignment – Any eligible employee who is scheduled to work a basic work week composed of at least one but less than five evening or night sessions for a period of three or more consecutive months is deemed to be working such sessions as a regular daily night assignment under paragraph (a) and will be eligible to receive a nightly differential.

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<sup>18</sup> Differential calculation is 10% of either the weekly basic wage rate (“Fixed”) or the daily basic wage rate (“Nightly”).

(c) Rotating Night Assignment - Any eligible employee who is scheduled to work a basic work week composed of at least one (1) but less than five (5) evening or night sessions, or who is scheduled to work a basic work week composed of evening and night sessions for a period of less than three (3) consecutive months, is deemed to be working a rotating night assignment under Paragraph (a) and will be eligible to receive a nightly differential.

(d) Time Off, Illness, Vacation

(1) When eligible employees, who are on regular night assignments have time off, they shall receive the differential.

(2) When eligible employees on a rotating night assignment basis or those on special assignments are off by permission or because of illness or vacation, they shall not receive the differential. Such employees shall be entitled to the differential when excused from duty on a Company-recognized holiday.

(e) Temporary Changes in Assignments

(1) Change to Night Assignment - An employee temporarily assigned to a night session to take the place of one previously so assigned who is off duty, shall receive regular overtime treatment at the rate of time and one-half for the first night so worked; and if assigned to work continuously thereafter for a period of one night or more, shall receive the nightly differential for each night so worked.

(2) Change to Day Assignment - When the needs of the business require that an employee regularly assigned to a night session be temporarily assigned to day sessions, night differential shall be continued for a period not to exceed two weeks of the assignment.

### **3.20 Out of State Differential**

Regular employees who are required by the Company to attend out-of-state training, conference sessions or assigned to work where overnight lodging is required will be paid a twenty dollar (\$20.00) differential for each overnight.

### **3.21 Differential Overtime**

**(Not applicable to employees in the Sales and Service Technician II classification)**

When a regular employee works overtime and in the same week is paid a differential for working evenings or nights, an additional amount representing differential overtime will be paid. This is computed by 1) dividing the amount of differential by the normal hours in the work week, 2) multiplying this result by the premium portion of the overtime hours. This results in the following formula:

Amount of Differential ÷ normal hours in work x premium portion of overtime for week.

### 3.22 Performing Support Functions

The Company may, if business needs require, designate a qualified bargaining unit employee to perform support functions such as distributing work, coordinating work activities and carrying out administrative duties in addition to their normal work functions and work schedules. The assignment will be made on a rotational basis by seniority from those employees who volunteer and who the Company determines are qualified and available for such assignment.

Employees will be assigned for no less than one full session nor more than sixty-five (65) work days per assignment. In no case shall an employee be assigned for a total of more than sixty-five (65) work days in a twelve (12) month period regardless of the number of assignments, inclusive of any assignments to peer training – in Headquarters, Commercial and Marketing Field, and Plant.

In no event shall such assigned employee have any involvement in discipline, or progression increases, performance evaluations or making judgments regarding other employees' performance, nor shall such assigned employee have access to personnel folders, payroll records or other personnel-related documents or reports. An employee so temporarily assigned will receive a special compensation payment of seven dollars and fifty cents (\$7.50) per session.

### 3.23 Service Termination Payments

**(Not applicable to employees in the Sales and Service Technician II classification)**

(a) Services Terminated by the Company - The Company shall give two weeks notice or wages in lieu of notice to regular full or part-time employees with more than six months of seniority service, whose services are to be terminated only in those cases in which the employee is terminated for unsatisfactory work or minor misdemeanor subsequent to the trial period. Wages in lieu of notice shall be paid as follows:

Two weeks' pay if less than one week's notice is given by the Company.

(2) One week's pay if one week but less than two weeks' notice is given by the Company.

- (N) (b) Wages in lieu of unused accrued vacation shall be paid if services are terminated prior to a vacation assignment only in those cases in which wages in lieu of notices are not paid and in which the employee is terminated for unsatisfactory work or minor misdemeanor subsequent to the trial period. If an employee is eligible for either wages in lieu of notice or wages in lieu of vacation, the larger amount shall be paid. Payment for unused accrued vacation will be computed based on the chart below. To determine the number of "accrued" current year vacation hours for employees who have completed at least six months of service and who are eligible to be paid in lieu of, see the following chart:

<u>Month</u> <u>Employee</u> <u>Leaves</u> <u>Company</u> <u>or</u>  <u>(Credited</u> <u>Months)</u>	<u>Annual Eligible Vacation Hours</u> (See eligibility above for number of eligible weeks)				
	<u>5 Days</u> <u>or</u> <u>1 Week</u> <u>(40</u> <u>Hours)</u>	<u>10 Days</u> <u>or</u> <u>2 Weeks</u> <u>(80</u> <u>Hours)</u>	<u>15 Days</u> <u>or</u> <u>3 Weeks</u> <u>(120</u> <u>Hours)</u>	<u>20 Days</u> <u>or</u> <u>4 Weeks</u> <u>(160</u> <u>Hours)</u>	<u>25 Days or</u> <u>5 Weeks</u> <u>(200 Hours)</u>
	<u>Number of "Earned" Current Year Vacation Hours</u>				
<u>Jan. (1)</u>	<u>3</u>	<u>7</u>	<u>10</u>	<u>13</u>	<u>17</u>
<u>Feb. (2)</u>	<u>7</u>	<u>13</u>	<u>20</u>	<u>27</u>	<u>33</u>
<u>Mar. (3)</u>	<u>10</u>	<u>20</u>	<u>30</u>	<u>40</u>	<u>50</u>
<u>Apr. (4)</u>	<u>13</u>	<u>27</u>	<u>40</u>	<u>53</u>	<u>67</u>
<u>May (5)</u>	<u>17</u>	<u>33</u>	<u>50</u>	<u>67</u>	<u>83</u>
<u>Jun. (6)</u>	<u>20</u>	<u>40</u>	<u>60</u>	<u>80</u>	<u>100</u>
<u>Jul. (7)</u>	<u>23</u>	<u>47</u>	<u>70</u>	<u>93</u>	<u>117</u>
<u>Aug. (8)</u>	<u>27</u>	<u>53</u>	<u>80</u>	<u>107</u>	<u>133</u>
<u>Sep. (9)</u>	<u>30</u>	<u>60</u>	<u>90</u>	<u>120</u>	<u>150</u>
<u>Oct. (10)</u>	<u>33</u>	<u>67</u>	<u>100</u>	<u>133</u>	<u>167</u>
<u>Nov. (11)</u>	<u>37</u>	<u>73</u>	<u>110</u>	<u>147</u>	<u>183</u>
<u>Dec. (12)</u>	<u>40</u>	<u>80</u>	<u>120</u>	<u>160</u>	<u>200</u>

- (C) (c) Services Terminated by Employees - Regular full or part-time employees with more than six months of seniority service are expected to give two weeks' notice when voluntarily terminating service with the Company. Employees who resign after two weeks' notice shall receive wages in lieu of unused accrued vacation based on the chart above.
- (N) (d) If an employee dies, is laid off, or exits the business with voluntary separation payments due to a surplus before receiving his/her unused vacation for the vacation year, payment in lieu of vacation will be made for all unused vacation time to the employee or employee's estate in the event of death.
- (N) (e) If an employee retires and exits the business before receiving his/her unused vacation for the vacation year, payment in lieu of vacation will be made for all unused vacation time at the time of the employee's retirement.
- (N) (f) An employee leaving the Company for reasons other than specified in this Article shall receive payment in lieu of any unused portion of the vacation for which such employee is eligible based on the accrual schedule in Article 3.10 (b).

#### **4. HOLIDAY PRACTICE**

##### **4.01 Company-Recognized Holidays**

(a) The Company recognizes the following holidays which are to be observed on the day so designated by The Federal Government:

New Year's Day	Labor Day
President's Day*	Columbus Day*
Good Friday*	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Day

**\* (Former "core" Premises Technicians retain these holidays; these are not holidays for "non-core" Sales and Services Technician II employees – see Section 8.17, *Personal Days*)**

(b) When a Company recognized holiday falls on Saturday, holiday treatment shall be accorded those regular employees who are scheduled to work on either the designated holiday or the recognized holiday but an employee will not receive holiday treatment for both days.

##### **4.02 On Sunday**

When a Company-recognized holiday falls on a Sunday, the following Monday shall be considered as the holiday.

##### **4.03 Holiday Worktime Period**

Holiday overtime work is work time during any part of the twenty-four (24) hour period from midnight of the day preceding the holiday to midnight of the Company-recognized holiday other than the holiday tour hours.

##### **4.04 Excused Absence Period**

When work requirements permit an employee to be absent by permission without pay for not more than seven (7) consecutive calendar days and when such excused absence is adjacent to or includes a Company-recognized holiday, the employee will receive holiday pay.

##### **4.05 Extended Sickness or Leave of Absence**

An employee on extended sickness without pay, or leave of absence, during a period which includes a holiday will not be paid for the holiday.

## 5. VACATIONS

### 5.01 Vacation Allowance

(a) Eligibility - A vacation with normal pay (basic weekly wage rate including any fixed differential) shall be given annually to each regular employee in accordance with the following allowances:

\* (1) One calendar week after completion of six months of continuous seniority service.

\* (2) Two calendar weeks after completion of twelve months of continuous seniority service, provided that if terms of employment of six months and twelve months are both completed in the same calendar year, only two weeks of vacation will be granted, with the second week to be taken after completion of twelve months of continuous seniority service. The first week may be taken anytime after completion of six months of continuous seniority service.

(3) Three calendar weeks during the calendar year in which seven years of seniority net credited service are completed, and during each subsequent calendar year, until the year in which fifteen years of service are completed.

(4) Four calendar weeks during the calendar year in which fifteen years of seniority net credited service are completed, and during each subsequent calendar year, until the year in which twenty-five years of service are completed.

(5) Five calendar weeks during the calendar year in which twenty-five years of seniority net credited service are completed, and during each subsequent calendar year.

\*If an employee becomes eligible for a vacation week under (1) or (2) above, on or after December 1, such vacation week may be taken in the following calendar year, provided it is completed prior to April 1, and prior to the taking of any of the current year's vacation.

Note: The calendar year, for purposes of determining vacation allowance, shall begin on December 31 and end on the following December 30.

(b) In Calendar Weeks or Less - Generally, employees are required to take vacations in calendar weeks. Under special circumstances, full-time employees shall be allowed to take vacations, subject to work requirements, in periods of less than a calendar week or to start vacations other than at the end of the scheduled work week. In such cases, the allowance is the number of work days in the employee's normal work week (usually five) for each calendar week of vacation.

(c) No deduction shall be made from the vacation allowance because of time off during the current year for any of the following reasons: Leave of absence, time off by permission, temporary layoff, or absence due to accident or sickness.

(d) A Company-recognized holiday shall not be classed as a day of vacation when:

(1) Such holiday occurs during an employee's schedule for a calendar week which is taken as vacation.

(2) A vacation period of less than a calendar week is adjacent to such holiday within an employee's work schedule for that week.

(e) Sickness or Accident Absences

(1) During Vacation Period - If an employee becomes incapacitated by reason of sickness or accident during a vacation, no extra vacation period will be allowed.

(2) Immediately Prior to Vacation - When an employee is absent on account of sickness or accident disability on the last scheduled working day prior to the vacation assignment, the employee shall be given a vacation after recovery, subject to work requirements. Such rescheduling shall be in the calendar year. However, when such scheduled vacation, of one week or more, is in November or December and it is not possible to reschedule the vacation in the current year because of a sickness or accident absence continuing to the end of the year, the unused vacation may be rescheduled in the first two months of the following calendar year. In such rescheduling, the employee loses seniority in the assignment of the new vacation period.

(f) Accumulations - Employees shall not be permitted to omit a vacation in one year for the purpose of having additional vacation allowance in a succeeding year, except as provided in paragraph 5.01 (g) and (h).

(g) Day-At-A-Time - Employees who are eligible for two weeks or more of vacation may use two weeks to be taken on a day-at-a-time basis. Eligible employees may designate two weeks in the current year or through the first full calendar week of May of the following year as the reserved week for day-at-a-time. Single vacation days prior to the reserved week may be granted to employees on the basis of the earliest request, subject to work requirements, as determined by the supervisor. Employees will have the option to utilize vacation days, previously scheduled as part of their "reserve week", in one-half (1/2) day increments subject to availability.

The full week or portions of the week that have not been used on a day-at-a-time basis by the time the reserved week occurs must be taken during the reserved week as scheduled.

(h) Vacation Carry-Over - Employees who are eligible for two (2) or more weeks of vacation in any calendar year may schedule in the following calendar year, by full week(s), a part of the vacation for which they are eligible in the current calendar year, subject to the following terms:



- (1) In no case shall an eligible employee schedule less than one week of vacation in any calendar year.
- (2) Any week or weeks of vacation "carried over" from one calendar year into the next must be scheduled and taken no later than the first full calendar week of May of the year into which the week or weeks are carried over.
- (3) For all weeks of vacation "carried over" from one calendar year into the next, at least a like number of weeks of vacation for the calendar year into which the "carry-over" is shifted must also be scheduled and taken no later than the first full calendar week of May of the same year.
- (i) Equivalent In Wages - An employee continuing in the employ of the Company shall not receive the equivalent of the vacation allowance in wages.

## **5.02 Scheduling Vacations**

### **(a) Selection**

- (1) All vacations are subject to work requirements.
- (2) Vacations shall be scheduled by vocational groups or groups which must be worked in combination. A maximum number of people shall be allowed to schedule their vacations at one time consistent with work requirements.
- (3) The controlling factor in the selection of two weeks of the vacation shall be seniority based on seniority net credited service provided the vacation is in calendar weeks except as provided in 5.02 (a)(7).
- (4) For employee's eligible to three or four weeks' vacation, the third week shall be scheduled in accordance with seniority after other employees have been scheduled for lesser vacation allowances to which they are eligible.
- (5) For employees eligible to four weeks' vacation, the fourth week shall be scheduled in accordance with seniority after other employees have been scheduled for lesser vacation allowances to which they are eligible.
- (6) For employees eligible to five weeks' vacation, the fifth week shall be scheduled in accordance with seniority after other employees have been scheduled for lesser vacations to which they are eligible. In such cases, it is expected that one week will be scheduled during January, February, March, April, November or December.

(7) At any time during the selection of vacation, employees may designate to carry over weeks in accordance with 5.01 (h). The week(s) carried over from the current calendar year shall be considered in consecutive sequence as the first, second, third, fourth, fifth week selection of the current year's vacation allowance depending upon the number of weeks, if any, that have already been scheduled in the current year and the number of weeks selected for carry-over. The weeks matched with those carried over shall be considered in consecutive sequence as the first, second, third, fourth, fifth week selection of the following year's vacation allowance depending upon the number of weeks matched.

(8) At any time during the selection of vacation, employees may designate two weeks to be reserved if they wish to take vacation on a day-at-a-time basis in accordance with 5.01 (g) and 5.02 (a) (1)-(6).

(9) At any time during the selection of vacation, employees may elect to schedule in advance up to two full weeks of vacation for the year immediately subsequent to the one under consideration. The week(s) may be scheduled through the first full calendar week of May. The advanced week(s) scheduled shall be considered as the first week(s) selection for the following year.

(10) Not more than two weeks of the vacation allowance shall be taken consecutively unless work requirements permit.

(11) Vacations shall be allowed during entire year dependent on the conditions previously outlined.

(12) It will not be necessary for an employee to take all or part of a vacation prior to the granting of any excused absence.

(13) Scheduling of vacations will begin by November 1st, and will be completed by December 30th.

(b) Vacations At End of Year - Vacations scheduled during the entire week in which December 31 occurs on a week day, Monday through Friday, may be charged against the vacation allowance for either the current year or the following year.

(c) Additional Day for Holiday Within Vacation Period - When an additional day of vacation is allowed because of a Company recognized holiday occurring in an employee's scheduled vacation, it may be taken with due consideration for work requirements and the vacation selections of other employees.

(d) Transferees - An employee transferred within the Company shall retain seniority commensurate with length of service except that during the calendar year of transfer selection of vacation shall not interfere with vacation choices recorded by other employees in the group up to time of transfer.

### **5.03 Vacation Pay - Regular Part-Time Employees**

For employees who were hired on or before December 31, 1980 and who work as regular part-time employees weekly vacation payments shall be based on the average of the weekly amounts paid to them during the third through sixth weeks' period prior to the vacation period including any basic wage rate increase in effect at the time of the vacation week, but the total weekly pay shall not exceed their pay for 37-1/2 or 40 hours, as appropriate, at their current basic wage rate. For employees hired or rehired January 1, 1981 and after, the provisions of General, Paragraph 1.04 will apply.

## **6. SICKNESS AND ACCIDENT ABSENCES**

### **6.01 Short Period Sickness**

**(Also applies to former "core" Premises Technicians)**

(a) General - A supervisor shall be notified of absence due to sickness no later than the start of the day's scheduled work time whenever possible.

(b) A regular full or part-time employee (except Plant and Customer Information Services as outlined in 6.01 of Departmental Wage and Working Practices) shall receive normal pay for short periods of time off duty occasioned by personal sickness as indicated below. (Also see par. (c) which follows).

During the first year of seniority net credited service -  
None

During the second year of seniority net credited service -  
Five working days

After two years of seniority net credited service -  
Ten working days during each service year.

In the case of a part-time employee, the length of the schedule on the absent days involved shall be considered as constituting a working day and payment shall be based on the length of the schedule on the particular days for which payment is to be made. However, in no case shall short period sickness payments be made for that portion of the absence which extends one full day or more beyond seven consecutive calendar days.

(c) Consideration of Payment For Absence Beyond Ten Days - It is understood that consideration will be given to payment for necessary incidental sickness absence beyond ten days in a service year, where the circumstances warrant. Important factors in such cases would be the past record of attendance, length of service and the number and duration of Benefit Plan absences.

(d) A Company-recognized holiday is treated as a day of sickness when:

(1) the holiday falls on a scheduled working day on which the employee is required to work and is absent because of sickness on that day.

(2) the holiday falls on a scheduled working day on which the employee is not required to work and is absent because of sickness on the entire afternoon or session of the scheduled working day preceding and the entire morning or session of the scheduled working day following the holiday.

(e) No deduction shall be made from the short period sickness allowance of an employee for sickness on a Company-recognized holiday, temporary layoff, excused absence, or leave of absence during the year; but a change shall be made in the service year on which it is computed, in cases where all or part of the absence is not credited.

#### **6.01-A Absence**

##### **(Applicable only to "non-core" Sales and Services Technician II employees)**

Employees having one (1) or more years of NCS shall be paid at the basic wage rate for illness absences on scheduled workdays, up to a maximum of five (5) paid illness absence days per calendar year. Employees must notify their supervisor before their scheduled start time that they will be absent from work.

#### **6.02 Disability Benefits**

Employees must refer to the SNET Disability Benefits Plan Summary Plan Description ("Disability Plan SPD") for the specific eligibility requirements that must be satisfied for disability benefit payments for each medically-necessary absence due to sickness or accident (on-the-job or non-job-related), the maximum duration of benefits, relapse provisions, and any other specific terms and conditions of the Plan.

(a) Subject to the terms and conditions of the AT&T East Disability Benefits Program (AT&T East Disability Program), payments to eligible regular employees eligible to participate in the AT&T East Disability Program whose illness or injury arises out of or in the course of employment shall begin on the first day of absence; payments to employees whose illness or injury does not arise out of or in the course of employment shall begin on the eighth calendar day of absence as follows:

(1) If term of employment has been less than 6 months of benefits net credited service - no payment.

(2) If term of employment has been 6 months but less than 2 years of benefits net credited service - full pay 4 weeks, half pay 48 weeks.

(3) If term of employment has been 2 but less than 5 years of benefits net credited service - full pay 8 weeks, half pay 44 weeks.

(4) If term of employment has been 5 but less than 15 years of benefits net credited service - full pay 13 weeks, half pay 39 weeks.

(5) If term of employment has been 15 but less than 20 years of benefits net credited service - full pay 26 weeks, half pay 26 weeks.

(6) If term of employment has been 20 but less than 25 years of benefits net credited service - full pay 39 weeks, half pay 13 weeks.

(7) If term of employment has been 25 years or more of benefits net credited service - full pay 52 weeks.

Pay is defined as the employee's regular base pay, and fixed differentials (including bilingual), and does not include such things as payments for overtime, incentive awards or commissions. Benefit payments will be offset by workers' compensation benefits paid. In addition, because Workers' Compensation payments are not subject to income tax, an additional offset will be made during periods of full-pay benefits so that the employee's total payment after taxes is equal to the total level of after-tax income from base pay and fixed differentials (including bilingual) the employee was eligible to receive before the on-the-job illness or injury.

An employee hired under the "Temporary" employee classification will not be eligible for benefits under the SNET Disability Benefits Plan.

(b) Successive Periods of Absence Due to Disabling Medical Conditions: If an employee returns to work after receiving sickness or accident benefits, the employee will again be eligible for the full 52 week period of sickness or accident benefits once he/she has been back to work on their normal work schedule with no SNET Disability Benefits Plan or Workers' Compensation payments for a period of 26 consecutive weeks.

If the employee returns to work and is absent again due to a disabling medical condition – whether related or not to a previous disabling medical condition – during the first 26 weeks after returning to work, the employee will be eligible only for the period of disability benefits remaining under the original 52 week period.

(c) Illness Other Benefits (IOB)

Payments may be available for medically-required time off duty associated with

a part-time return to work following an absence due to extended illness of at least three months duration. If approved, IOB payments may be payable for time not worked based on the employee's eligibility for full or half pay disability benefits. Such disability payments will be counted towards usage of 52 weeks of Sickness and Accident Disability Benefit payments.

(d) **Special Sickness Disability Benefits**

Payments may be available when it is anticipated that a full-time employee will be totally disabled in the near future (such as for scheduled surgery or delivery of a baby) and must work on a part-time basis because of a temporary and partial disability. If approved, special sickness disability benefit payments may be payable for time not worked based on the employee's eligibility for full or half pay disability benefits. Such disability payments will be counted towards usage of 52 weeks of Sickness and Accident Disability Benefit payments.

**6.03 Reserved for Future Use**

**6.04 Classification of Company-Recognized Holiday - Employees' Benefit Plan Cases**

A Company-recognized holiday is classed either as a day of sickness or a day off duty occasioned by an accident when:

- (a) the holiday falls on a scheduled working day on which an employee is required to work and is absent because of a sickness or accident disability on that day;
- (b) the holiday falls on a scheduled working day on which an employee is not required to work and is absent because of a sickness or accident on the entire afternoon or session of the scheduled working day preceding the holiday.

**7. EXPENSES**

**7.01 Meals**

(a) General

- (1) Entertaining Other Than Company Employees - When an employee is required by the Company to incur meal expense in entertaining other than Company employees, reimbursement shall be made for all such expenses.
- (2) Attending Other Than Company Meetings - An employee shall not be reimbursed for meal expenses incurred by reason of attendance at meetings of organizations such as service clubs, chambers of commerce, etc., except when the Company desires the employee to attend. If the Company requests attendance, reimbursement will be for actual meal expense incurred; if attendance is optional with the employee, reimbursement will be for one-half the meal expenses incurred.
- (3) Medical Examination or Treatment Away from Home Station - An employee shall be reimbursed for meal expenses incurred when required by the Company to make a trip away from the home station for medical examination or treatment in accident or sickness cases.

- (b) Declared Emergencies - When the Company declares an emergency as defined in Section 2.01 (a) (1), designated employees will be determined by title and organization by the Company. All designated employees except those employees working in locations where meals are provided by the Company will receive the following meal allowance:

(1) Noon Lunch - \$4.00

(2) Supper \$15.00 when working 2 hours or more overtime beyond the end of the regular schedule.

### **7.02 Lodging**

See 7.02 of the Departmental Wage and Working Practices.

### **7.03 Transportation**

**(Not applicable to employees in the Sales and Service Technician II classification)**

(a) Selection of Means of Transportation - When transportation is required in the course of Company business, the supervisor shall determine the means of transportation which is in the best interest of the Company from the standpoint of availability, adequacy and economy. Employees shall be:

- (1) Assigned to ride as passengers in a Company or a personal car already scheduled to make the trip.
- (2) Assigned to use public transportation service (use of a personal car in lieu of public transportation service is covered in a subsequent paragraph).
- (3) Assigned to use a Company car provided they possess a Company motor operator's certificate.
- (4) authorized to use their personal car at a mileage rate; or
- (5) Authorized to use their personal car at a flat monthly allowance.

No person other than an employee or another directly or indirectly engaged in Company business shall be carried in a Company car, or in a personal car for which an allowance is paid at a mileage rate, a flat monthly rate, or a public transportation rate, without the permission of the supervisor.

(b) Direct to Job Within Home Station - When an employee reports directly from home to a job at some point within the home station but away from the reporting center or returns directly home from such a job, reimbursement shall be for authorized transportation and parking expense in excess of the normal expense, not to exceed the first fifteen (15) work days of the assignment.

(c) Direct to Job Away from Home Station - When an employee reports directly from home to a job away from the home station, or returns directly home from such a job, reimbursement shall be for expenses for authorized transportation in excess of that normally incurred between the home and the regular reporting center.

(Also see 7.03 of the Departmental Wage and Working Practices.)

(d) During Performance of Work - An employee shall be reimbursed for transportation expense incurred during the performance of the work if authorized by the supervisor, but under normal conditions such expense shall not be authorized for a distance of less than one-half mile.

(e) Use of Personal Car - When the use of a personal car is authorized at a mileage rate, compensation shall be at the following rates:

(1) Prevailing IRS allowable reimbursement rate for use of personal car for business purposes when not more than two employees or persons (including the driver) engaged on Company business are carried.

(2) Three cents a mile additional for each additional person when more than two are carried.

When it has been determined that public transportation should be used and an employee chooses to use their own automobile for personal reasons, the supervisor may permit them to do so. However, compensation shall be limited to the lesser of the amount calculated to be reimbursed on actual mileage or the cost of public transportation.

(f) Parking and Overnight Storage - In the operation of a Company car, or a personal car for which a mileage rate or a monthly allowance is paid, an employee shall be reimbursed for necessary parking charges and for the actual cost of overnight storage when it is necessary to remain away from the home station. Employees shall not be reimbursed for parking charges or overnight storage in the operation of their car in lieu of public transportation.

(g) Medical Examination or Treatment - An employee shall be reimbursed for transportation expenses incurred when required by the Company to make a trip for medical examination or treatment in accident or sickness cases at the rate described in paragraph (e) above.

(h) Overtime Work - When overtime work requires an employee to incur expense for transportation for an extra trip on a scheduled day or a trip on a non-scheduled day, reimbursement shall be as follows:

(1) For a trip between the home and the job or reporting-center within the home station or a trip from home directly to a job away from the home station:



(a) the employee shall be reimbursed the actual expense of the extra trip (also see par. (3) below).

(2) Trip from Place of Visitation - For a trip from a place at which the employee is visiting away from home and outside of the home station, to a location within the home station:

(a) if the employee returns to the place at which visiting, reimbursement shall be for the actual transportation expense in both directions;

(b) if return is not to the place at which visiting, reimbursement shall be for the transportation expense in each direction. However, if obliged to use a different means of transportation from the distant point than had originally been planned, reimbursement for any additional transportation expense incurred thereby shall be paid.

(3) Added Expense Due to Unusual Hours - When no extra trip is required, but the employee is obliged because of unusual hours to incur additional transportation expense, reimbursement shall be for the additional expense only.

(i) When as a result of a permanent closing of a Company facility employees are permanently assigned to another Company location they shall be paid an allowance for the mileage in excess of their original commute, at the rate described in paragraph (e) above, for a period of four (4) months from the date of reassignment, or its equivalent if the period is extended by any paid absence period.

(j) Company-Recognized Holiday – When working on a Company-Recognized Holiday, the employee shall be reimbursed the actual expense for a trip between the home and the job or reporting center within the home station or a trip from home directly to a job away from the home station.

#### **7.04 Liability in Case of Accidents**

(a) The Company shall be liable for all claims directed against the Company or against an employee for injuries to and property damage of others resulting from an accident involving a Company automobile.

(b) The Company shall also be liable for claims directed against the Company resulting from an accident involving an employee's personal automobile which has been authorized to be used on Company business and paid for on a mileage or monthly allowance basis.

(c) When claims are directed against an employee for injuries and property damage to others resulting from an accident involving a personal car which has been authorized to be used on Company business and paid for on a mileage or monthly allowance basis, the Company shall be liable for the amount of such claims which are in excess of the liability insurance carried by the employee.

#### **7.05 Reimbursement for Loss Sustained Through Damage to a Personal Car Used on Company Business**

The Company will reimburse employees for financial loss sustained through damage to their personal car when used on Company business, provided:

- (a) such loss does not result from gross negligence of the employee, and
- (b) the use of the personal car is authorized and paid for on a mileage or monthly allowance basis, and
- (c) the form used in reporting accidents to Company cars is prepared and given to the supervisor, and
- (d) the loss does not result from a fire or theft of the employee's car.

#### **7.06 Responsibility For Infractions Of The Rules Of The Road**

Employees are responsible to comply with rules of the road, State laws or municipal ordinances. The Company will furnish a bond if required and legal assistance for an employee in the event of arrest for infractions of the rules of the road, State laws or municipal ordinances, while using a Company or personal car which has been authorized to be used on Company business and paid for on a mileage or monthly allowance basis. It will also pay the fine and costs imposed when circumstances justify such action.

#### **7.07 Moving**

**(Not applicable to employees in the Sales and Service Technician II classification)**

1. Regular Employees – An employee who is involuntarily placed into a long commute position under the provisions of Policies & Procedures, Part 1 E (Lateral Intradepartmental Force Rearrangements) or voluntarily accepts a long commute position under the provisions of Article VII, paragraph i and who relocates his/her permanent residence within six (6) months of the payroll effective date of the placement into that position and the resulting commute to the new work location is less than 55 miles, shall be entitled to a lump sum payment of \$5,000. Any employee accepting this payment will forfeit any return, recall and/or buyback rights he/she may have to the position and/or location from which they moved.

2. For purposes of this section, a position shall be considered as a long commute if the distance from the employee's permanent residence to the new work location is greater than that from the employee's permanent residence to the former work location and the actual one-way commuting distance from the employee's permanent residence to the new work location exceeds fifty-five (55) miles. Computation of commuting distance shall be based on the Mileage Guide published by the State of Connecticut Department of Transportation (March 1994). As specified, the distance will be expressed as whole miles between towns within the State of Connecticut.
3. The Company may request reasonable documentation to satisfy itself that the employee has in fact permanently and legitimately changed his or her permanent address before making any lump sum payment under this section.

## **8. EXCUSED ABSENCE**

### **8.01 General**

Employees shall make arrangements with their supervisor in connection with all absences.

### **8.02 Sickness in Family**

**(Not applicable to employees in the Sales and Service Technician II classification)**

A regular full or part-time employee absent because of emergency illness in the employee's immediate household shall be paid for that part of a day necessary to secure help for the disabled person. An employee who elects to remain off duty to care for the disabled person instead of securing help shall not receive pay. (See 1.13 for definition of "immediate household.")

### **8.03 Death In Family**

**(Not applicable to employees in the Sales and Service Technician II classification)**

(a) A regular full or part-time employee absent because of death in the immediate family or immediate household shall be paid for time off duty for three (3) days related to funeral or memorial services. (See 1.12 for definition of "immediate family" and 1.13 for "immediate household.")

- (N) (b) In the event of death of an employee's wife, husband, daughter, son, mother, father, or Legally Recognized Partner, an employee shall, upon the employee's request, be excused from scheduled time up to an additional five (5) unpaid days. Employees may substitute paid time (Vacation, EWD) for these excused days.

### **8.03-A Death In Family**

#### **(Applicable only to Sales and Services Technician II employees)**

Employees will be granted up to three (3) paid days of excused time off due to a death in the employee's immediate family. Immediate family includes the employee's parents, stepparents, adoptive parents, children, stepchildren, adoptive children, brothers, stepbrothers, sisters, stepsisters, husband or wife (including Domestic Partner), grandparents, grandchildren, mother-in-law or, father-in-law. If more time off is needed, an employee may request vacation time or unpaid time off, all of which is dependent on the needs of the business. In all cases, supervisory approval is required.

### **8.04 Death of Co-Worker or Member of Co-Worker's Immediate Family or Immediate Household**

#### **(Not applicable to employees in the Sales and Service Technician II classification)**

- (a) A regular full or part-time employee shall be excused from duty with pay when selected to act as a pallbearer for a deceased co-worker or a member of the immediate family or immediate household, or one who was closely associated in the business. Pay for such absence shall not exceed one-half day.
- (b) Conditions of work permitting, a reasonable number of other employees may be excused from duty with pay to attend the funeral of a co-worker, member of the immediate family or immediate household, or one who was closely associated in the business. Pay for such absence shall not exceed two hours.

### **8.05 After Working Substantial Part of Twenty-Four Hour Period**

(1) Employee may be excused from duty for a portion of the succeeding day in their schedule for the purpose of obtaining needed rest when in the judgment of the supervisor it would be desirable from a health and safety standpoint under the following circumstances:

- (a) when the employee has worked a substantial part of the twenty-four hour period prior to the starting time for the next scheduled reporting period.

or

- (b) when such work time in (a) above has seriously interfered with the employee's normal sleeping time.

(2) When in the case of a continuing emergency it is necessary in the supervisor's judgment to excuse an employee for needed rest, the employee shall receive pay for that part of the excused time which is common to both the normal schedule and the rearranged hours of work.

The amount of such excused absence will not count in considering requests for excused absence with pay for other reasons.

#### **8.06 Reserved for Future Use**

#### **8.07 Quarantine**

A regular full or part-time employee quarantined by health authorities because of a contagious disease shall be paid during the period of quarantine.

#### **8.08 Medical Examinations**

(a) A regular full or part-time employee required by the Company to make a trip away from the home station during scheduled working hours for a medical examination or treatment in an accident or sickness case shall be paid for the necessary time off duty.

(b) A regular full or part-time employee required by the United States Government to report at a United States Veterans' Hospital for a medical examination in connection with service disability shall be paid for the necessary time off duty.

#### **8.09 Court Witness Duty**

A regular full or part-time employee subpoenaed for court witness duty shall be paid for the necessary time off duty.

#### **8.10 Principal in Court Action**

A regular full or part-time employee will be allowed the necessary time off duty to be a principal in a court action. Payment for such absence will be determined on an individual basis and will be granted to employees who have had little time off duty with pay because of sickness or excused absence within the last twelve months.

#### **8.11 Jury Duty**

A regular or temporary full or part-time employee on jury duty shall be paid their normal basic pay during the absence. Employees are obligated to pay to the Company all monies received as jury fees. An employee shall not be required to report for work any part of a day that the employee reports for jury duty.

## **8.12 Armed Forces Duty**

(a) Training and Emergency Duty - Time off with difference in pay shall be granted to regular employees who are members of the National Guard or the Military Reserve of the Armed Forces under the conditions specified below. Difference in pay shall be based on the employee's regular basic wage, including any fixed differentials, less military pay and any deductions required by law. In the event that an employee participates in more than one of the training periods referred to below, the aggregate pay treatment shall not be applied to more than two weeks in any one year.

(1) Annual Military Training - Employees who are members of the National Guard or the Military Reserve of the Armed Forces and are called and expected to participate in annual military training shall be excused with difference in pay for a period not to exceed two weeks in any one year.

(2) Voluntary Training Periods - Employees who are members of a reserve component of the Armed Forces and volunteer for annual military training, shall be excused with difference in pay for a period not to exceed two weeks in any one year. The reservist should make every attempt to arrange for a training period at a time convenient to the Company.

(3) Special Training Courses - Employees who are members of the National Guard or the Military Reserve of the Armed Forces and volunteer for specialized training programs conducted at regular service training installations shall be granted the necessary time off for such purposes as called for under valid orders. When an employee is excused for such purposes a leave of absence covering the entire period, with difference in pay for the first two weeks, shall be granted. The reservist should make every attempt to arrange for a training period at a time convenient to the Company.

(4) Emergency Duty - Employees who are members of the National Guard or the Military Reserve of the Armed Forces and are ordered out for temporary emergency duty shall be excused with difference in pay for periods up to a total of two weeks in any one year. Absence for such duty will not affect the eligibility of these employees for treatment with respect to the training programs outlined above.

(b) Occasional Celebrations - A regular full or part-time employee required to participate in occasional celebrations such as parades as a member of an active military unit shall be allowed the necessary time off duty, but not to exceed one day with pay on each such occasion.

### **8.13 Veterans' Organization**

A regular employee shall not be paid for time off duty to attend conventions as a member of a veterans' organization. A regular full or part-time employee shall be allowed the required time off duty, subject to work requirements, to participate in special local celebrations or parades as a member of a veterans' organization, but not to exceed one day with pay on such occasion.

### **8.14 Blood Donors**

A regular employee shall be allowed time off duty with pay to act as a volunteer blood donor:

- (a) to a member of the immediate family, other employees or members of their immediate family;
- (b) in case of emergency at the request of a physician and other facilities are not available.

All other cases shall be treated on their merits.

### **8.15 Work Certificate**

When it is necessary for a new employee to take time off duty to secure a work certificate, such time off duty shall be without pay.

### **8.16 Other Excused Absence With Pay**

**(Not applicable to employees in the Sales and Service Technician II classification)**

- (a) A regular employee shall be allowed time off duty with pay not to exceed one day when responsible for making the funeral arrangements for a relative other than those in the immediate family. (See 8.03 for immediate family or household.)
- (b) When in the judgment of the Company conditions of work permit, regular employees who have had little time off duty with pay because of sickness or excused absence within the last twelve months, may be allowed the necessary time off duty with pay not to exceed one (1) day per occasion:
  - (1) to attend the wedding of a member of the immediate family;
  - (2) to attend the funeral of a relative or intimate friend not in the immediate family or household;
  - (3) to attend to other important personal matters.

#### **8.17 Personal Days Off**

**(Applicable only to “non-core” Sales and Services Technician II employees)**

(a) Employees are allowed flexibility through the use of Personal Days Off to be off work with pay, subject to approval by management. Each employee who has completed six (6) months of service will be eligible for seven (7) paid Personal Days Off each vacation year. The Company may at its discretion place employees on Personal Days Off and require them to take Personal Days Off at a specified time. The number of Personal Days Off that management may place employees on, is limited to not more than one (1) in each vacation year. Should the need to place employees on a Personal Day Off occur, the Company will provide thirty (30) days notice to the affected employee. The Company shall determine periods available for selection and the number of employees allowed off on Personal Days.

Selection Of Personal Days Off: All Personal Days Off shall be selected based on seniority within a workgroup as determined by the Company. Employees may be permitted to take all of their Personal Days Off in two (2) hour increments. The Company shall determine periods available for selection and the number of employees allowed off on Personal Days Off.

#### **8.18 Excused Work Days**

**(Also applies to former “core” Premises Technicians)**

(a) Each regular employee who has at least six months of seniority net credited service on January 1 of a calendar year shall be eligible for four Excused Work Days with pay and one Excused Work Day without pay during the year.

(b) Employees who do not work on their paid Excused Work Day shall be paid for the day as if for a normal or standard day worked (excluding any wage incentive or productivity payments) provided they are on the active payroll of the Company on that Excused Work Day.

(c) One paid Excused Work Day in each calendar year may be designated by the Company for employees in an administrative work group (as designed by the Company) or in any larger group, including the entire Company. Employees in any such group for which an Excused Work Day is designated by the Company and who are not otherwise eligible for a paid Excused Work Day shall be excused and paid for such designated day as set forth in Paragraph (a), provided they are on the active payroll of the Company on the designated Excused Work Day.

(d) Employees who are on vacation or absent with pay on their paid Excused Work Day for reasons other than having observed it as an Excused Work Day shall have their paid Excused Work Day rescheduled if a vacation day would have been rescheduled under the same circumstances.



(e) Employees who are required to work on their Excused Work Day shall have that day rescheduled. All hours worked during the employee's normally scheduled hours for that day shall be paid at the rate of time and one-half; all hours worked outside of the normal schedule will be treated at the appropriate overtime rate.

(f) Effective January 1, 2005:

Employees who are eligible for Excused Work Days will select, in vacation seniority order, from the time available, their choice of days. These days will be selected after all full vacation weeks have been scheduled. Eligible employees may schedule the Excused Work Days as "reserve time" through the first full calendar week of May of the following year. This "reserve time" is a block of work days equal to the total amount of eligible Excused Work Days not specifically scheduled. Employees will have the option to utilize Excused Work Days, previously scheduled as "reserve time", in one-half (1/2) day increments subject to availability. Any time off not taken by the employee prior to the scheduled "reserve time" must be taken during the scheduled "reserve time": selected by the employee.

(C) (g) For Plant, Switching Systems and Support Services, employees may utilize two of their existing excused work days in a flexible manner so as to permit them to have the ability to take time off in minimum one hour intervals due to dependent care and other personal needs. In Outside Craft work groups, excused work time in one hour intervals must be taken at the beginning or end of the tour. Such time should be scheduled in advance, whenever possible, and will precede the granting of unpaid excused absence (AX).

(C) (h) For Plant, Switching Systems and Support Services, in addition to the two (2) Excused Work Days referenced in 8.18 (g), employees may use a third excused workday to take time off in minimum one hour intervals to attend to dependent and personal needs if the employee has given supervision at least forty-eight (48) hours advance notice and the needs of the business allow the time to be taken. In Outside Craft work groups, excused work time in one (1) hour intervals must be taken at the beginning or end of the tour.

(N) (i) Effective with the implementation of the one-minute pay system, Headquarters and Commercial & Marketing employees may utilize three (3) of their existing excused work days in a flexible manner so as to permit them to have the ability to take time off in minimum one hour intervals due to dependent care and other personal needs. The hours comprising the third "flex" day will be granted provided no more than 25% of the work group has already been scheduled off.

#### **8.19 Leave of Absence – Other Excused Absence Without Pay**

Employees must refer to the SNET Leave of Absence Policy Summary Plan Description ("Leave of Absence SPD") for the specific eligibility requirements that must be satisfied for each type of leave, the maximum duration of the leave, the amount of net credited service that will be granted for the period of the leave (if any), the continuation of benefit coverage provisions, and job reinstatement provisions (if any) that are associated

with each type of leave, and any other specific terms and conditions of the leave. SNET leaves of absence that are covered by state or federal FMLA legislation will run concurrently with the FMLA leave.

(a) **Departmental Leave** – A regular employee shall be allowed time off duty without pay to the extent that work requirements permit but not to exceed one month. In certain instances the period of such excused absence without pay may be extended beyond one month in which case the total period of absence shall be considered as a Leave of Absence under paragraph (b) or (c) below.

(b) **Non-Discretionary Leaves** – A regular employee shall be allowed time off duty without pay for the following purposes, provided all requirements described in the Leave of Absence SPD have been met.

(1) Family Care Leaves:

(a) *Anticipated Disability*, for an employee who provides medical certification of a condition for which medical treatment or surgery has been scheduled or the birth of child anticipated to occur during the requested Leave period. The leave will end the earlier of: (a) twelve months from the start date; or (b) the day prior to the anticipated medical treatment, surgery, birth of the child, or the onset of a certified disability that is related to the condition for which the leave was requested. Employees granted such Leave are guaranteed reemployment to the same job or one of similar status and pay at the end of the Leave.

(b) *Care of Newborn Children*, for an employee who has either given birth to a child or is the natural father of the child, or effective beginning January 1, 2002 is the registered domestic partner of the natural parent of the child. Leave must begin prior to the child's 4<sup>th</sup> birthday. In instances of multiple births (e.g., twins, triplets), only one such leave will be granted. Guaranteed reinstatement to the same job or one of similar status and pay for up to 6 months following birth of the baby or the leave commencement date whichever is later. Reemployment after that date will be guaranteed for up to 12 months from the leave commencement date, but not necessarily to the employee's former job, similar status, or pay level.

(c) *Care of Adopted Child* – for an employee who provides evidence of direct association (father or mother, or effective beginning January 1, 2002 the registered domestic partner of the adoptive parent) with an adoptive child under 18 years old (minor child) on the day prior to the leave commencement date. Leave must begin prior to the child's 4<sup>th</sup> birthday, or within one year from the date of custody if later. Guaranteed reinstatement to the same job or one of similar status and pay for up to 6 months from the leave commencement date. Reemployment after that date will be guaranteed for up to 12 months from the leave commencement date, but not necessarily to the employee's former job, similar status, or pay level.

(d) *Care of Seriously Ill Child* – for an employee who provides evidence that *they* have a minor child with a serious health condition.

Effective beginning January 1, 2002, this leave is also available for an employee who provides evidence that their registered domestic partner's minor child has a serious health condition. Guaranteed reinstatement to the same job or one of similar status and pay for up to 6 months from the leave commencement date. Reemployment after that date will be guaranteed for up to 12 months from the leave commencement date, but not necessarily to the employee's former job, similar status, or pay level.

(e) *Care of Seriously Ill Family Member* – for an employee who provides evidence that they have a member of the immediate family with a serious health condition, with a maximum leave period of 12 months within any two year period. Effective March 25, 2001 this leave is available for a registered domestic partner. Guaranteed reinstatement to the same job or one of similar status and pay for up to 6 months from the leave commencement date. Reemployment after that date will be guaranteed for up to 12 months from the leave commencement date, but not necessarily to the employee's former job, similar status, or pay level.

The following provisions apply to all Family Care Leaves:

- An employee must return to work for a minimum of six (6) months between successive Family Care leaves; except that this requirement shall not apply for Care of Newborn Child leaves which commence following an Anticipated Disability leave.
- Transitional part-time employment for otherwise full time employees will be available for up to three (3) consecutive months following all Family Care leaves, subject to the following conditions:
  - Work time will be scheduled based on departmental policy and business needs;
  - Upon return to work, the employee must work a minimum of 20 hours; and
  - Employee will be paid based on actual (part-time) hours worked, but will be classified as full time for all other purposes.

(2) Military or Public Health Services Leave - in accordance with Policies and Procedures - Part 3 of this Contract and all related legislation including the Uniformed Services Employment and Reemployment Rights Act of 1994.

(3) On-the-Job Accident Disability Leave – for an employee who has been injured on the job and provides medical evidence to substantiate that they are likely to recover sufficiently to perform all of the essential functions of their job within a six-month period following their receipt of the maximum 52 weeks of accident disability benefits under the terms of the SNET Disability Benefits Plan.

(4) **Public Office Leave** – in accordance with state legislation, for employees to serve as an elected member to full-time municipal or state office, and full-time members of the state's general assembly; and

(5) **Union Business** – for employees to attend to union business matters on a full-time basis.

(c) **Discretionary Leave** – an Employee may request a leave of absence without pay for the following reasons, and to the extent work requirements permit such leave shall be granted provided all requirements have been met.

(1) **Expiration of Sickness Disability Benefits** (for illness or off-the-job injuries) – for an employee who provides medical evidence to substantiate that following their receipt of the maximum 52 weeks of sickness disability benefits under the terms of the SNET Disability Benefits Plan, they need a short additional period of time to recover sufficiently to perform all of the essential functions of their job.

(2) **Ineligibility for Sickness Disability Benefits** (for illness or off-the-job injuries) - for an employee whose disability absence extends beyond a period of one month, in cases of ineligibility for sickness benefits under the SNET Disability Benefits Plan; and

(3) **Personal/Other Reasons** – for an employee who requests relief from duty and whose services the Company desires to retain.

## **9. MISCELLANEOUS**

### **9.01 Training**

Training is covered in the Departmental Sections.

### **9.02 Uniforms**

5. In order to create a more consistent and professional appearance throughout the workforce, customer-facing employees will be issued uniforms. A minimum of seven (7) shirts and seven (7) pants will be issued. For uniform pants, an option will include wearing pants with twill-type fabric, similar to Carhartt pant fabric. Employees may also elect to purchase and wear Carhartt-type pants provided they conform to the general color and style requirements of pants that are available to employees in the uniform program. (This does not include traditional Levi-style "blue jeans" unless they become an approved item in the uniform program.) Shirts will be labeled with "CWA Local 1298" on the front of the shirt.
6. Uniforms shall be worn so as to have a consistent appearance throughout the workforce and may not be altered in any way by employees.
7. The Company will issue replacement uniforms or pieces thereof as they become unserviceable due to normal "wear and tear". Where all or part of a uniform is lost or damaged due to an employee's negligence, the employee will be responsible for the cost of replacement.

8. Employees may wear CWA-issued jackets bearing only the CWA name/logo instead of the uniform jackets. Employees may wear CWA-issued shirts bearing only the CWA name/logo, and hats bearing only the CWA name/logo, on Thursdays and Union Activity Days only.

#### **9.03 Employee Discount Program**

##### **9.04**

**(Applicable only to Sales and Services Technician II employees)**

The SBC@Home Employee Discount Program will be offered to all eligible employees for their personal use. This program consists of a package of SBC products and services available at discounted prices. The Company reserves the right to change, amend or cancel this program and/or any parts or terms thereof at its sole discretion

#### **9.04 Official and Employee Residence Service**

**(Not applicable to employees in the Sales and Service Technician II classification)**

An active employee is required to select SNET as his or her provider for local, intrastate, and interstate service in order to be eligible for Official Residence Telephone Service or Employee Residence Service.

##### **(a) Official Residence Telephone Service**

Local exchange telephone service, including Totalphone, and up to \$35.00 in intrastate toll shall be furnished without charge to active employees with 25 or more years of net credited service. In addition, 20% discount will be extended for usage of interstate toll service, international toll service, and other wireline services such as Caller ID and Message Works.

##### **(b) Employee Residence Telephone Service**

Local exchange telephone service will be discounted at 50% for active employees with less than 25 years of net credited service. In addition, a 20% discount will be extended for usage of intrastate toll service, interstate toll service, international toll service, and other wireline services such as Caller ID and Message Works.

#### **9.05 Solicitation of Contributions**

**(a) Company-Initiated Solicitation For Welfare Purposes** - The Company will not initiate the solicitation of contributions among bargaining unit employees, except for the Red Cross and local Community Chests. Such solicitations shall be made by employees designated by the Union.

(b) Employee-Initiated Solicitations For Welfare Purposes - If employees desire to make solicitations for charitable or similar welfare purposes among bargaining unit employees during hours of work, permission shall be secured through the supervisor. If the purpose of the solicitation is approved, the solicitation shall be handled by employees designated by the Union. Sealed containers shall generally be used when cash contributions are secured.

(c) Solicitation For Gifts To Supervisors - Employees shall not solicit funds for gifts to supervisors or for presents in connection with service emblem awards to supervisors.

#### **9.06 Sale of Tickets and Merchandise**

(a) Tickets for raffles, entertainment, or for other purposes shall not be offered for sale during hours of work.

(b) Orders for candy, Christmas cards, silverware, turkeys, etc., shall not be solicited during hours of work, and merchandise for sale shall not be displayed on Company property. Deliveries of merchandise purchased by a group of employees on such sales made out of hours may be only to the House Service department or in the smaller exchanges, to the Business Office.

#### **9.07 Employment Outside of the Company**

An employee shall obtain the approval of the Company before engaging in any other business or work for compensation, including professional or semi-professional athletics.

#### **9.08 Habitual Tardiness**

Employees who are habitually tardy shall be subject to disciplinary action.

#### **9.09 Health Standards**

Employees shall be responsible for maintaining reasonable standards of physical and mental health. Incapacitated employees must take proper care of themselves and have proper treatment. Failure to cooperate with the Company in this respect may result in disciplinary action.

#### **9.10 Use of Intoxicating Beverages or Controlled Substances**

An employee shall not drink any intoxicating beverage nor unlawfully use (or possess) any illegal or controlled substance during working hours, report on the job or drive a car on Company business while impaired due to such use, nor drink or use said substance on Company property. An infraction of these rules shall make the employee subject to disciplinary action.

#### **9.11 Employee Identification**

As may be required by law, governmental agencies, or in the public interest, the Company shall take necessary steps for the identification of employees as follows:

- (a) Require authoritative evidence of the place and date of birth and citizenship of the employee and the employee's parents, and spouse.
- (b) Require a sworn statement that an employee is not affiliated with any society or party banned by law.
- (c) Require the photographing and fingerprinting of employees.
- (c) Issue identification cards or badges which employees shall be required to carry with them at all times when engaged on Company business. A penalty of \$2.00 may be levied in each instance where a card or badge is lost or becomes mutilated due to causes other than wear from normal use.

#### **9.12 Return of Company Property**

Whenever an employee leaves the service of the Company, all Company property shall be returned. In some instances, cash may be collected if the articles have been lost or retained.

**Headquarters - All Departments**



## **1. DEFINITIONS**

### **1.01 Overtime**

Overtime for employees is:

- A. work time on a day that is not a scheduled working day;
- B. work time outside scheduled working hours on a scheduled working day;
- C. work time outside scheduled working hours on a Company-recognized holiday which falls on a scheduled working day,
- D. work time on a Company-recognized holiday that does not fall on a scheduled working day.

### **1.02 Tours**

- A. Tour of duty means the working hours that an employee is scheduled to work in a day.
- B. Holiday Tour means a tour commencing on a Company-recognized Holiday.

### **1.03 Basic Work Week**

Basic work week means the working hours that an employee is scheduled to work in a week.

## **2. WORK TIME AND SCHEDULING**

See 3.17 of General Wage and Working Practice for minimum work time.

### **2.01 Working Hours**

A. General – For employees hired on or after January 1, 2002, the normal tour of duty shall be seven and one-half (7 ½) hours per day, with a scheduled lunch break of not less than one-half (1/2) hour, nor more than one (1) hour. The basic work week for these employees will be thirty-seven and one-half (37 ½) hours, which will generally be divided into five (5) tours, including holiday tours, on any five (5) days of the week. Prior to implementing expanded hours, the Company will meet with the Union to review the business strategy and discuss scheduling options which will maximize the ability to provide for volunteers for such hours. For employees hired prior to January 1, 2002, the scheduled working hours generally are between 7:00 A.M. and 6:00 P.M. Monday through Friday with from one-half to one hour for lunch but not exceeding a total of seven and one-half (7 ½) hours daily with the following exceptions:

1. In the Information Technology Department where other hours may be scheduled but not exceeding the total of seven and one-half (7 ½) hours daily or thirty-seven and one-half (37 ½) hours weekly.

2. In the Support Services Department, Administrative Services Division where other working hours from Monday through Saturday are scheduled

between the hours of 7:00 A.M. and Midnight, but not exceeding the total of seven and one-half (7 ½) hours daily or thirty-seven and one-half (37 ½) hours weekly.

3. For the Wholesale and GEM Solutions Center employees where the scheduled working hours each day are composed of two (2) sessions not to exceed a total of seven and one-half (7 ½) hours duration which is exclusive of a scheduled lunch period of not less than a one-half (1/2) hour nor more than one hour, and where the scheduled work week shall consist of five (5) working days, Sunday through Saturday, between the hours of 7:00 A.M. and Midnight, but not to exceed a total of thirty-seven and one-half (37 ½) hours of work.

4. The scheduled work hours for Network Administration Associates and Network Translators will be from Sunday through Saturday between the hours of 6:00 A.M. and 12:00 A.M. not to exceed a total of seven and one-half (7 ½) hours per day, or five (5) days per week.

5. For AT&T Business Solutions (ABS) employees who work in support of customer service activity, i.e., the Select Account Center, where other work group working hours from Monday through Friday are scheduled between the hours of 7:00 A.M. to 7:00 P.M., but not exceeding the total of seven and one-half (7 ½) hours per day, or five (5) days per week, such employees' hours may be scheduled to be compatible with the other work group.

6. General Office Associate employees who support work groups where other working hours are scheduled from Sunday through Saturday, but not exceeding the total of seven and one-half (7 ½) hours daily or thirty-seven and one-half (37 ½) hours weekly, such employees' hours may be scheduled up to 9:00 P.M. to be compatible with the hours of the work group they support.

- (N) 7. For Computer Systems Specialists in Network Services where other hours from Monday through Saturday are scheduled between the hours of 7:00 A.M. and Midnight, but not exceeding the total of seven and one-half (7 ½) hours per day, or five (5) days per week.

B. Scheduling of Basic Work Week and Tours for Full Time Employees:

Basic work weeks will be assigned to regular full-time employees, giving careful consideration to the following: individual preference consistent with work requirements, the provision of coverage as required, including coverage on Company-recognized holidays and vacations to minimize the amount of overtime required. The basic work weeks remaining after assignment of those basic work weeks mutually agreed on by employees and supervision shall be by rotation among the remaining employees in the work group in order to provide a fair distribution of basic work weeks. The provisions of this paragraph will apply to all Headquarters employees except the following:

1. For employees in the Wholesale and GEM Solutions Center, scheduled hours will be on a voluntary basis or rotation among all employees in the work group to provide a fair distribution of hours. Careful consideration will be given to individual preference consistent with work requirements. Schedules will be posted no less than monthly nor more than quarterly.

2. For Network Administration Associates and Network Translators, scheduling will be done as follows:

Management for each work group will utilize historical and forecasted data and customer service demand to determine coverage requirements to develop workweek schedules. When coverage requirements are determined, workweek schedules will be assigned to qualified employees, as determined by management using one of the following methods:

a) For each six (6) month period, employees in the work group will select, by seniority, a fixed work week schedule or they will be assigned to a fixed work week schedule by inverse seniority; or

b) The majority of the employees in the work group will decide on one of the following two coverage options:

(1) Rotating of weekly coverage requirements among all group members; or

(2) A six (6) month fixed work week schedule selected by seniority, with the remainder of coverage requirements shared on a rotating basis.

3. For Service Consultants, Service Representatives and Service Order Reviewers in AT&T Business Solutions (ABS):

a) An updated seniority list will be posted in each office.

b) The employees will prepare a preference card or use another methodology as determined by the department to indicate their choices. All preferences must be submitted before the 1st of the previous month to be scheduled, including changes.

c) Tours will be assigned to the senior employee first, based on company net credited service (and then in turn) in order of seniority as close to the indicated choice as possible.

d) Schedules will be posted no later than the 15th of the month for the following month. Schedules will be posted no less than monthly nor more than quarterly.

(C) 4. For Computer Systems Specialists in Network Services, work weeks will be assigned to regular full time employees, giving careful consideration to individual preference, on a seniority basis, which is consistent with work requirements.

C. Employees may swap daily and/or weekly schedules with other qualified employees in the same work group with management approval.

- D. Alternate Work Schedules (AWS) may consist of a compressed work week or an expanded work week. Management determines the need for such coverage hours. AWS options will take into consideration both customer and employee needs, as well as departmental staffing and scheduling requirements. Employees will be selected for AWS on a senior volunteer basis within the work group. Work group is defined as: manager group, by title, home station, or job function. AWS may be comprised of the following:
- a) Four (4) day work week
  - b) Six (6) day work week
  - c) Split day tours, on a daily or weekly basis
- E. Changes in Scheduled Hours or Days – Where the needs of the business require, working hours or days other than the above may be scheduled within the week but not to exceed the total daily or weekly working hours under the present schedule. Notice of such change shall be given before the close of the previous week.
- F. Saturday Before Vacation - All employees except those assigned to a fixed work week schedule will be granted the Saturday off before their scheduled vacation, if so desired. Employees on a fixed work week schedule may swap their scheduled Saturday before their vacation with another qualified employee in the same work group to obtain the Saturday off before their vacation.
- G. Lodging Away From Home Station – Employees assigned to lodge away from the home station on an overnight basis shall adhere to the Headquarters scheduled working hours.

## **2.02 Changes in Basic Work Week and Tour Assignments**

### **A. Changes in Basic Work Weeks**

1. When it is necessary to make changes in the assignment of basic work weeks to individual employees from the posted schedule, such changes shall be arranged and the employees affected notified as far in advance as possible. In no case shall notice of a change of basic work week assignment be given later than the close of the first day of the preceding week.
2. No change in basic work week assignments shall be made for periods other than one week or multiples thereof.

### **B. Changes in Tours**

1. Employees may be changed from day tours to evening or night tours (or from evening or night to day tours) to cover regularly assigned tours within the basic work week when the needs of the business require. Whenever possible 48 hours notice shall be given. (For compensation in such cases see 3.03(B).)

2. In the event of a surplus declaration which results in a loss of employees, the Company shall re-evaluate the tour schedule and determine the need to fill vacated tour assignments by the remaining employees in the work group. The Company shall first seek volunteers to cover the tours; and in the absence of such, shall equitably distribute the necessary tours among the remaining employees on the tour schedule.

3. A temporary change may be made from a day tour to an evening or night tour outside of the basic work week because of business needs. The employee whose assigned tour is to be changed shall be notified no later than the close of the first day of the tour for the week immediately proceeding. [For compensation in such cases see 3.03 (B)(3)]

### **2.03 On-Call Practice**

The Company may designate employees to be available on an "on-call" status to provide services which may be required. An employee assigned to "on-call" on any day, including any Company designated holiday, will receive twenty dollars (\$20.00) for each such designated day. Employees on call shall not be required to remain on premises, at home or at any specific location, but, shall be readily available by telephone and/or other means approved by supervision. Employees designated as on-call who are called out to provide services shall receive wage treatment in accordance with Paragraph 3.17, Appendix B, Wage and Working Practices, General.

## **3. WAGE PRACTICES**

See Section 4, for holiday wage practices.

### **3.01 Overtime**

#### **A. Compensation**

(N) (NOTE: Overtime will be recorded and compensated in one minute increments upon the implementation of payroll system changes necessary to effect one-minute time recording practices. These changes will be implemented no earlier than January, 2015.)

1. No compensation shall be allowed for overtime of five (5) minutes or less in any day.

2. For employees authorized overtime of more than five (5) minutes worked in any one day shall be compensated for as follows:

a.) First eleven hours in a week (except overtime on a Holiday). Pay at time and one-half.

or

b.) Hours in excess of the first eleven overtime hours in a week (except overtime on a Holiday). Pay at double time.

or

c.) Overtime on a Holiday. Pay at double time and one-half. (See paragraph 4.02 for instructions on compensation for time worked on a Holiday).

3. For part-time employees, authorized overtime in excess of 7-1/2 hours in any one day or 37-1/2 hours in any one week shall be paid for at the appropriate overtime rate as provided in paragraph 3.01A.2.

4. Temporary employees will receive payment at time and one-half for overtime hours worked after thirty seven and one half (37 1/2) hours.

B. Computation - When overtime is to be paid for at time and one-half, double time or double time and one-half, as appropriate, it shall be expressed to the next higher quarter of an hour after computation, for example: time worked, 45 minutes x 1 1/2 equals 67.5 minutes and should be expressed as 1.25 hours to be paid for; time worked, 75 minutes x 1 - 1/2 equals 112.5 minutes and should be expressed 2 hours to be paid for.

### **3.02 Sunday Work**

Regular employees shall be paid time and one-half for scheduled hours worked on Sunday. Employees who are excused with pay during scheduled hours on Sunday shall be paid at straight time for the excused absence.

### **3.03 Differentials for Evening and Night Work**

A. Differentials for evening and night work shall be paid in accordance with Paragraph 3.19 of the General Wage and Working Practices.

#### **B. Temporary Changes in Assignments**

1. Change to Evening or Night Tour - An employee temporarily assigned to an evening or night tour of duty, shall receive time and one-half for the changed tour for the first evening or night so worked, and if assigned to work continuously thereafter for a period of one evening or night or more shall receive the nightly differential for each evening or night so worked.

2. Change to Day Tour - When the needs of the business require that an employee be temporarily changed from an evening or night tour to a day tour of duty, without 48 hours notice, shall receive time and one-half for hours worked outside of the normal tour for the first tour changed.

3. Change to an Evening or Night Tour Outside of the Basic Work Week - An employee temporarily assigned to an evening or night tour of duty outside of the basic work week shall be paid time and one-half for the hours outside the basic work week for the first evening or night so worked, and each night following if less than one (1) week. If assigned to work for a period of more than one week, the employee shall receive the nightly differential for the hours outside the basic work week. When the total hours worked within and outside the basic work week hours exceeds eight or seven and one-half, appropriate overtime treatment shall apply. During such period there shall be no compensation for hours not worked within the normal tour of duty.

C. Christmas and New Year's Eves Differentials - Employees scheduled to work on Christmas or New Year's Eves (i.e., December 24 and 31) shall be paid in accordance with these Practices and in addition, shall be paid a differential of one hour's straight-time pay for each hour worked between 6:00 P.M. and 12:00 midnight.

#### **3.04 – Peer Training**

The Company may, if business needs require, designate a qualified bargaining unit employee to assist in or conduct formal classroom training or provide other special training conducted apart from normal working activities. An employee so designated may also, if possible, continue to perform their usual work functions during such assignments. Management will assign employees to be Peer Trainers from a list of solicited volunteers whom the Company determines are qualified based on job knowledge within a specific skill set and who are available for such assignment. In no event shall such employees assigned as Peer Trainers have any involvement in discipline, progression increases, performance evaluations or making judgments regarding other employees' performance, nor shall such assigned employees have access to personnel folders, payroll records or other personnel-related documents or reports.

Employees assigned as Peer Trainers will be assigned for no less than one (1) full session nor more than sixty-five (65) work days during a twelve (12) month period, inclusive of any assignments to Performing Support Functions, regardless of the number of assignments. An employee assigned as a Peer Trainer will receive a special compensation payment of no more than a total of seven dollars and fifty cents (\$7.50) per session.

### **4. HOLIDAY PRACTICES**

#### **4.01 General**

When a Company-recognized holiday falls on a scheduled working day, all regular employees shall be given the day off with pay provided unusual conditions do not require that they work on that day. When the holiday falls on a day that such employees are not scheduled to work, they shall be assigned a day off with pay, on some other day, generally within their schedule for that week except, that if the holiday falls on Saturday, the preceding day, Friday, shall be designated as the holiday. The assigned day off will then be considered as the holiday and if such employees are required to work on that day, compensation shall be in accordance with paragraph 4.02. All part-time employees shall receive holiday pay.

#### **4.02 Compensation For Time Worked**

A. Full-Time Employees - Full-time employees whether scheduled or called in to work during their normal working hours on a Company-recognized holiday shall be paid at the rate of time and one-half for time worked in addition to the normal day's pay for the holiday. Time worked outside of normal working hours shall be paid at the rate of double time and one-half whether scheduled or called in. Minimum work time shall apply as provided in 3.17 of the General Wage and Working Practices.

**B. Part-Time Employees** - All part-time regular employees shall receive holiday pay.

**1.** Part-time employees hired prior to January 1, 1981, shall receive holiday pay treatment as follows:

a.) If the Company-recognized holiday falls on a day on which the employee is normally scheduled to work, the employee shall receive holiday pay equal to their normal scheduled hours. If required to work on that day the employee shall, in addition, be paid holiday premium for the hours worked.

b.) If the Company-recognized holiday falls on a day on which the employee is normally not scheduled to work, the employee shall receive holiday pay equal to 1/5th of their "part-time equivalent work week."

**2.** Part-time employees hired on or after January 1, 1981, shall receive holiday pay treatment equal to 1/5th of their "part-time equivalent work week." If required to work on that day the employee shall, in addition, be paid holiday premium for the hours worked.

**5. VACATIONS**

See Section 5. of General Wage and Working Practices.

**6. SICKNESS AND ACCIDENT ABSENCES**

See Section 6. of General Wage and Working Practices.

**7. EXPENSES**

**7.01 Meals**

A. Full-Time Employees - A full-time employee shall be reimbursed for expense of the following meals under the indicated conditions. (Also see 7.01 (a) of General Wage and Working Practices.)

**1. Morning Meal**

Not to exceed two dollars and twenty-five cents (\$2.25) – When an employee whose tour begins at or prior to 8:00A.M. is required to work two (2) hours or more of overtime prior to the start of the tour..

**2. Noon Lunch**

a.) Not to Exceed \$4.00 - When working away from the home station at noon on Company business and returns the same day.

b.) Actual Expense - When working at the home station and notice of two or more hours of afternoon overtime is given on the same day the overtime is to be worked.



c.) Not to exceed four dollars (\$4.00) – When an employee whose tour ends at or after 8:00P.M. is called out or assigned to work overtime two (2) hours or more before the start of the tour.

3. Supper - Not to Exceed \$9.00 when work time extends two hours or more beyond the regular schedule closing at the end of the day.

4. All Meals - Actual Expense - When away from the home station overnight on Company business except that the cost of meals at the assigned location shall not exceed \$30.00 per day for three meals when arrangements are not made by the Company. When unusual circumstances prevail, appropriate treatment shall be given.

B. Part-Time Employees - Supper - Not to exceed \$9 when overtime work extends for two (2) hours or more beyond the tour of duty, which does not contain a meal break of at least 20 minutes, and work ends at 7 p.m. or later.

## **7.02 Lodging and Commutation**

### **A. General**

1. In connection with overnight assignments away from the home station, an employee shall lodge or commute as determined by the supervisor based on work requirements, cost to the Company and the distance to be traveled.

2. An employee assigned to lodge away from the home station on an overnight basis or during a temporary transfer shall be reimbursed for lodging expense.

B. Lodging With Relatives or Friends - An employee working away from the home station who elects to lodge with a relative or friend in the working area, in preference to a hotel or boarding house, shall be reimbursed for lodging expense incurred but not to exceed 75% of the regular rates prevailing in that locality and for all actual meal expense incurred.

## **7.03 Transportation**

An employee called from home for duty at the reporting center for a period not continuous with scheduled working hours, shall be reimbursed for transportation expense. (See 7.03 of General Wage and Working Practices.)

## **8. EXCUSED ABSENCE**

See Section 8. of General Wage and Working Practices

## **9. MISCELLANEOUS**

### **9.01 Training by Seniority**

All training will be done on a senior volunteer basis. In the absence of senior volunteers, inverse seniority will apply by work group.

A. Work group will be defined as: Manager group, by title, home station, or job function.

B. When all job holders are to receive the same training over a limited period of time, seniority may be waived after discussion and mutual agreement is reached between management and the appropriate Chief Steward.

## **NOTES**

## **Commercial and Marketing Field**

## **1. DEFINITIONS**

### **1.01 Overtime**

Overtime for employees is:

- A. work on a day that is not a scheduled working day;
- B. work time outside scheduled working hours of a scheduled working day;
- C. work time outside scheduled working hours on a Company-recognized holiday which falls on a scheduled working day;
- D. work time on a Company-recognized holiday that does not fall on a scheduled working day.

### **1.02 Tours - Retail Sales and Centralized Retail Sales Support Personnel only.**

- A. **Tour of duty** means the basic hours that an employee is scheduled to work in a specific day, evening or night.
- B. **Holiday** tour means a tour commencing on a Company-recognized holiday.
- C. **Sunday** tour means a tour commencing on Sunday.

### **1.03 Basic Work Week - Retail Sales and Centralized Retail Sales Support Personnel only.**

Basic Work Week means the full work week that an employee is scheduled consisting of basic days and total basic hours with day, evening or night designations.

## 2. WORK TIME AND SCHEDULING

### 2.01 Working Hours

A. General – For employees hired on or after January 1, 2002, the normal tour of duty shall be seven and one-half (7 ½) hours per day, with a scheduled lunch break of not less than one-half (1/2) hour, nor more than one (1) hour. The basic work week for these employees will be thirty-seven and one-half (37 ½) hours, which will generally be divided into five (5) tours, including holiday tours, on any five (5) days of the week. Prior to implementing expanded hours, the Company will meet with the Union to review the business strategy and discuss scheduling options which will maximize the ability to provide for volunteers for such hours. For employees hired prior to January 1, 2002, the scheduled working hours each day are composed of two (2) sessions not to exceed a total of seven and one-half (7 ½) hours duration which is exclusive of a scheduled lunch period of not less than a one-half (1/2) nor more than one hour. The scheduled work week shall consist of five (5) work days Monday through Friday between the hours of 7:00 A.M. and 7:00 P.M. not to exceed a total of thirty-seven and one-half (37 ½) hours of work except:

1. For Service Representatives and Service Order Specialists in the Consumer Services Group, the scheduled work week shall consist of five (5) work days Monday through Saturday between the hours of 7:00 A.M. and 9:00 P.M. Monday through Friday and between the hours of 8:00 A.M. and 5:30 P.M. on Saturday not to exceed a total of thirty-seven and one-half (37 ½) hours work effective June 1, 1987.

Assignments to evening, holiday or Saturday tours will be made in the following order:

- a) Volunteers
- b) Temporary Employees
- c) Employees going to title October 26, 1986 or later

2. For Service Representatives in the Emerging Product Center (EPC), as well as the All Distance Specialists in the All Distance Specialist Group, the scheduled work week shall consist of five (5) work days Monday through Saturday between the hours of 7:00 A.M. and 9:00 P.M. Monday through Friday and between the hours of 8:00 A.M. and 5:30 P.M. on Saturday not to exceed a total of thirty-seven and one-half (37 ½) hours of work, excluding an unpaid meal break of up to one hour per day.

3. Saturday as a Normal Day (SAND) – All employees in Small Business Solutions Centers (SBSCs) in AT&T Business Solutions (ABS) can volunteer for SAND scheduling. The scheduled working hours are between 7:00 A.M. and 7:00 P.M. Monday through Friday and 8:00 A.M. – 5:00 P.M. on Saturday.

4. Retail Sales and Centralized Retail Sales Support Personnel: The scheduled working hours each day are composed of two (2) sessions not to exceed a total of seven and one-half (7 ½) hours duration which is exclusive of a scheduled lunch period of not less than one half-hour (1/2) or more than one hour. The scheduled work week shall consist of five (5) work days Sunday through Saturday, between the hours of 7:00 A.M. and Midnight, not to exceed a total of thirty-seven and one-half (37 ½) hours of work. A retail sales employee is one who works in a Marketing Response Center (MRC), Telemarketing Center and any equivalent retail sales operation. A centralized retail sales support employee is one whose job functions provide direct support to retail sales operations.

B. Scheduling of Basic Work Week and Tours for Full Time Employees:

1. For Service Representatives and Service Order Specialists in the Consumer Services Group:

- a) An updated seniority list will be posted in each office.
- b) The employees will prepare a preference card to indicate their choices. All cards must be submitted before the 1<sup>st</sup> of the previous month, including changes.
- c) Tours will be assigned to the senior employee first, based on company net credited service (and then in turn) in order of seniority as close to the indicated choice as possible.
- d) Swapping of tours will be permitted on a daily and/or weekly basis.
- e) All employees will be granted the Saturday off before their scheduled weekly vacation, if so desired.
- f) Schedules will be posted no later than the last Monday preceding the month to be scheduled.
- g) On a voluntary basis by seniority employees may select one of the following Alternate Work Week Schedule (AWS) tours. Alternate Work Schedules (AWS) may consist of a compressed work week or an expanded work week. AWS options will take into consideration both customer and employee needs, as well as departmental staffing and scheduling requirements. AWS may be comprised of the following:
  - (1) Four (4) day work week
  - (2) Six (6) day work week
  - (3) Split day tours, on a daily or weekly basis

2. For Service Representatives in the Small Business Solutions Center (SBSC) in AT&T Business Solutions, the above preference of hours process will be followed except that schedules will be posted no more than quarterly and no less frequently than monthly. Schedules will be posted no later than the 15<sup>th</sup> of the month preceding the period to be scheduled.
3. SAND Scheduling – All SAND schedules will be scheduled according to office requirements by net credited service date, most senior volunteer first and will rotate to the least senior volunteer for a period of no less than three (3) months or no more than twelve (12) months. All SAND schedules will include a Saturday. The Saturday before a scheduled vacation week will be scheduled off, if so desired.
4. For Full Time Employees in Retail Sales and Centralized Retail Support Personnel, scheduling and assigning basic work weeks shall be done as follows:
  - a) An updated seniority list will be posted in each office.
  - b) The employees will prepare a preference card to indicate their choices. All preferences must be submitted before the 1<sup>st</sup> of the previous month or quarter to be scheduled, including changes.
  - c) Tours will be assigned to the senior employee first, based on company net credited service (and then in turn) in order of seniority as close to the indicated choice as possible.
  - d) All employees will be granted the Saturday off before their scheduled weekly vacation, if so desired.
  - e) Schedules will be posted no later than the 15<sup>th</sup> of the month for the following month or quarter. Schedules will be posted no more than quarterly and no less frequently than monthly. Schedules will be posted no later than the 15<sup>th</sup> of the month preceding the period to be scheduled.
5. For Part Time Employees in Retail Sales and Centralized Retail Support, scheduling and assigning basic work weeks shall be done as follows:
  - a) Part Time Employees will be scheduled to supplement the daily tour schedule as required.
  - b) On the preparation of schedules and the assignment of basic work weeks to Part Time employees, careful consideration shall be given to individual preference which is consistent with work requirements and agreeable to the employee group involved as well as the following:



1. The provision of coverage as required, including Saturdays, Sundays, company-recognized holidays and vacations without resorting to overtime.
2. The provisions of a sufficient force to care for peak workloads with a minimum of overtime.
3. The rotation of basic work weeks among employees in each group to provide a fair distribution of desirable and undesirable working hours within the group.
4. The selection of basic work week assignments for weeks in which a Company-recognized holiday falls on any day from Monday to Friday inclusive, so that a regular tour of duty on the holiday is scheduled for each employee.
5. All employees will be granted the Saturday off before their scheduled weekly vacation, if so desired.

C. Changes in Scheduled Hours or Days:

Where the needs of the business require, working hours or days other than the above may be scheduled within the week but not to exceed the total daily or weekly working hours under the present schedule. Notice of such change shall be given before the close of the previous week.

**2.02 Changes In Basic Work Week and Tour Assignments**

A. Changes In Basic Work Weeks

1. When it is necessary to make changes in the assignment of basic work weeks to individual employees from the posted schedule, such changes shall be arranged and the employees affected, notified as far in advance as possible. In no case shall notice of a change of a basic work week assignment be given later than the time specified in the following:
  - a) In the case of changes necessitated by absences due to sickness or accident, or to sickness or death in the immediate family or household, or to authorized meetings of employee representatives, each employee whose assigned basic work week must be changed shall be notified not later than the close of the Thursday of the basic work week immediately preceding.
  - b) In the case of changes necessitated by unforeseen peak workloads, vacations, etc., the employees whose assigned basic work week is to be changed shall be notified not later than the close of the first day of the basic work week immediately preceding.

2. No change in basic work week assignments shall be made for periods other than one week or multiples thereof.

B. Changes In Tours

Employees may be changed from day tours to evening or night tours (or from evening or night to day tours) to cover regularly assigned tours within basic work weeks when the needs of the business require. Whenever feasible, 48 hours notice shall be given. (For compensation in such cases see 3.03.)

**2.03 On-Call Outside of Normal Scheduled Hours**

The Company may designate Service Representatives and Service Consultants in AT&T Business Solutions as well as All Distance Specialists in the Consumer Services Group to be available on an "on-call" status to provide services that may be required. An employee assigned to "on-call" on either a daily basis or on a Company designated holiday will receive twenty dollars (\$20.00) for each such designated day. Employees on-call shall not be required to remain on premises, at home or at any specific location, but, shall be readily available by telephone and/or other means approved by supervision. Employees designated as on-call who are called out to provide services shall receive wage treatment in accordance with Paragraph 3.17, Appendix B, Wage and Working Practices, General.

**3. WAGE PRACTICES**

See Section 4, for holiday wage practices.

**3.01 Overtime**

A. Compensation

- (N) (NOTE: Overtime will be recorded and compensated in one minute increments upon the implementation of payroll system changes necessary to effect one-minute time recording practices. These changes will be implemented no earlier than January, 2015.)

1. No compensation shall be allowed for overtime of five (5) minutes or less in any day.
2. For employees authorized overtime of six (6) minutes or more worked in any one day shall be compensated for as follows:
  - a) First eleven hours in a week (except overtime on a Holiday), pay at time and one-half.  
or
  - b) Hours in excess of the first eleven overtime hours in a week (except overtime on a Holiday), pay at double time.  
or
  - c) Overtime on a Holiday, pay at double time and one-half. (See Paragraph 4.02, for instructions on compensation for time worked on a Holiday.)

3. For part-time employees. Authorized overtime in excess of 7 1/2 hours in any one day or 37 1/2 hours in any one week shall be paid for at the appropriate overtime rate as provided in 3.01 A 2 above.

4. Temporary employees will receive payment at time and one-half for overtime hours worked after thirty-seven and one-half (37 1/2) hours of work time as appropriate in any one week.

### **3.02 Sunday Work**

Employees shall be paid time and one-half for scheduled work on Sunday. Employees who are excused with pay during scheduled hours on Sunday shall be paid at straight time for the excused absence.

**3.03 Differentials for Evening And Night Work** (The provisions under this paragraph do not apply to part-time retail personnel hired on or after January 1, 1981.)

A. Differentials for evening and night work shall be paid in accordance with Paragraph 3.19 of the General Wage and Working Practices.

B. Temporary Changes In Assignment

1. Change to Evening or Night Tour. An employee temporarily changed to an evening or night tour of duty, shall receive time and one-half for the changed tour for the first evening or night so worked, and if assigned to work continuously thereafter, for a period of one evening or night or more, shall receive the nightly differential for each evening or night so worked.

a) An employee who is temporarily changed from day to evening or night tours of duty without the notice required for a basic work week change to take the place of one previously so assigned, shall receive time and one-half for the changed tour the first night and if assigned to work continuously thereafter, for a period of one night or more, shall receive the nightly differential for each night so worked. During such a period there shall be no compensation for hours not worked within the normal tour of duty.

b) An employee who is temporarily changed from day to evening or night tours of duty without the notice required for a basic work week change because of unforeseen workload, special assignment, etc., shall receive time and one-half for hours worked outside of the normal tour for each tour changed; when the total hours worked within and outside the normal tour exceed seven and one-half, overtime treatment shall apply. During such a period there shall be no compensation for hours not worked within the normal tour of duty.

2. Change to day tours - When the needs of the business require that an employee be temporarily changed from an evening or night tour to a day tour of duty, without 48 hours notice, that employee shall receive time and one-half for hours worked outside of the normal tour for the first tour changed.

C. Time Off, Illness, Vacation

1. Regular Assignments - When the employees who are on regular evening or night assignments have time off by permission or because of illness or vacation, they shall receive the differential if the time off is paid for. If the time off is not paid for, the differential for that week will be paid on a nightly basis, in accordance with the table under Paragraph (c,2) below for the nights on which the employee works.

2. Rotating or Temporary Assignments - When employees on a rotating evening or night assignment or those on a temporary assignment are off by permission or because of illness or vacation, they shall not receive the differential. Such employees shall be entitled to the differential when excused from duty on a Company-recognized holiday.

**Table of Payments**

For employees receiving a basic weekly salary of	The amount of nightly differential shall be (For eligible part-time employees, adjust in proportion to scheduled hours)
\$90.00 or less	\$1.80
Over \$90.00	10% of basic daily wage rate.

D. Christmas And New Year's Eves Differentials

Employees scheduled to work on Christmas or New Year's Eves (i.e., December 24 and 31) shall be paid in accordance with these Practices and in addition, shall be paid a differential of one hour's straight-time pay for each hour worked between 6:00 PM and 12:00 midnight.

**3.04 Peer Training**

The Company may, if business needs require, designate a qualified bargaining unit employee to assist in or conduct formal classroom training or provide other special training conducted apart from normal working activities. An employee so designated may also, if possible, continue to perform their usual work functions during such assignments. Management will assign employees to be Peer Trainers from a list of solicited volunteers whom the Company determines are qualified based on job knowledge within a specific skill set and who are available for such assignment. In no event shall such employees assigned as Peer Trainers have any involvement in discipline, progression increases, performance evaluations or making judgments regarding other employees' performance, nor shall such assigned employees have access to personnel folders, payroll records or other personnel-related documents or reports.

Employees assigned as Peer Trainers will be assigned for no less than one (1) full session nor more than sixty-five (65) work days during a twelve (12) month period, inclusive of any assignments to Performing Support Functions, regardless of the number of assignments. An employee assigned as a Peer Trainer will receive a special compensation payment of no more than a total of seven dollars and fifty cents (\$7.50) per session.

#### **4. HOLIDAY PRACTICE**

##### **4.01 General**

When a Company-recognized holiday falls on a scheduled working day, all regular, full-time employees shall be given the day off with pay provided unusual conditions do not require that they work on that day. When the holiday falls on Saturday and such employees are not scheduled to work on that day, the preceding day, Friday, shall be assigned as the day off with pay. The assigned day off will then be considered as the holiday and if such employees are required to work on that day, compensation shall be in accordance with 4.02 below. All part-time employees shall receive holiday pay.

##### **4.02 Compensation**

A. Full-Time Employees - Full-time employees, whether scheduled or called in to work during their normal working hours on a Company-recognized holiday shall be paid at the rate of time and one-half for time worked in addition to the normal day's pay for the holiday. Time worked outside of normal working hours shall be paid at the rate of double time and one-half whether scheduled or called in. Minimum work time shall apply as provided in 3.17 of General Wage and Working Practices.

B. Part-Time Employees - All part-time employees shall receive holiday pay.

1. Non-Retail and Retail part-time employees hired prior to January 1, 1981, shall receive holiday pay treatment as follows:

- a) If the Company-recognized holiday falls on a day which the employee is normally scheduled to work, the employee shall receive holiday pay equal to their normal scheduled hours. If required to work on that day the employee shall, in addition, be paid holiday premium for the hours worked.
- b) If the Company-recognized holiday falls on a day on which the employee is normally not scheduled to work, the employee shall receive holiday pay equal to 1/5th of their "part-time equivalent work week."

2. Non-Retail and Retail part-time employees hired on or after January 1, 1981, shall receive holiday pay treatment equal to 1/5th of the "part-time equivalent work week." If required to work on that day the employee shall, in addition, be paid as follows:

- a) Non-Retail Employees - holiday premium for hours worked.
- b) Retail Employees - one (1) hours pay (straight) for each hour worked.

## **5. VACATIONS**

See Section 5. of General Wage and Working Practices.

## **6. SICKNESS AND ACCIDENT DISABILITIES**

See Section 6. of General Wage and Working Practices.

## **7. EXPENSES**

### **7.01 Meals**

A. Full-Time Employees - A full-time employee shall be reimbursed for expense of the following meals under the indicated conditions: (Also see 7.01 (a) of General Wage and Working Practices.)

#### 1. Noon Lunch

a) Not to exceed \$4.00 when working away from the home station at noon on Company business and returns the same day.

#### b) Actual Expense

(1) When working away from the home station and work time extends one hour or more beyond the day's schedule ending with the morning session.

(2) When working at the home station and notice of two or more hours of afternoon overtime is given on the same day that the overtime is to be worked.

c) When an employee whose tour ends at or after 7:00P.M. is called out or assigned to work overtime two (2) hours or more before the start of the tour.

2. Supper - Not to exceed \$9.00 when work time extends two hours or more beyond the regular schedule closing at the end of the day.

3. All Meals - Actual Expense - When away from the home station overnight on Company business.

B. Part-Time Employee - Supper - Not to exceed \$9 when overtime work extends for two (2) hours or more beyond the tour of duty, which does not contain a meal break of at least 20 minutes, and work ends at 7 p.m. or later.

## **7.02 Lodging and Commutation**

### **A. General**

1. In connection with overnight assignments away from the home station, an employee shall lodge or commute as determined by the supervisor based on work requirements, cost to the Company and the distance to be traveled.
2. An employee assigned to lodge away from the home station on an overnight basis or during a temporary transfer shall be reimbursed for lodging expense.

B. Lodging with Relatives or Friends - An employee working away from the home station who elects to lodge with a relative or friend in the working area, in preference to a hotel or boarding house, shall be reimbursed for lodging expense incurred but not to exceed 75% of the regular rates prevailing in that locality and for all actual meal expense incurred.

## **7.03 Transportation**

A. An employee called from home for duty at the reporting center for a period not continuous with scheduled working hours, shall be reimbursed for transportation expense. (See 7.03-7.07 of General Wage and Working Practices.)

## **8. EXCUSED ABSENCE**

See Section 8. of General Wage and Working Practices.

## **9. MISCELLANEOUS**

### **9.01 - Training by Seniority**

All training will be done on a senior volunteer basis. In the absence of a senior volunteer, inverse seniority will apply by work group.

- A. Work group will be defined as: Manager group, by title, home station, or job function.
- B. When all job holders are to receive the same training over a limited period of time, seniority may be waived after discussion and mutual agreement is reached between management and the appropriate business agent.

### **9.02 Reserved for Future Use**

**Plant, Switching Systems and Support Services -  
Field and District**

**Amended by Frontier to Reflect the Elimination of Appendix F**

**Appendix F is Eliminated and the Plant  
Appendix is Amended as Shown Herein**

**DEFINITIONS**

1. **Former “core” Premises Technician:** an employee who was not newly hired into the former Appendix F Premises Technician title on or after September 28, 2006. This includes “core” employees who, in the future, enter into the Sales and Service Technician II title.
2. **“Non-core” Sales and Services Technician II:** an employee who was newly hired into the former Premises Technician title on or after September 28, 2006 (former “non-core” Premises Technicians), or a “non-core” employee who enters or is newly hired into the Sales and Service Technician II title.
3. As used herein, “Core Agreement” means the Basic Agreement and any applicable Appendices (not including former Appendix F, which is eliminated by the terms of this MOA). A “core employee” is anyone who was originally hired into the “Core Agreement” and not hired into the former Appendix F.



## **1. DEFINITIONS**

### **1.01 Reserved for Future Use**

### **1.02 Craft Employees**

The term "craft employees" as used in these practices applies to all employees in titles previously covered by the CS Wage Progression schedules, and additionally to the title Maintenance Administrator.

### **1.03 Holiday Pay**

Holiday pay is straight-time pay for a holiday tour irrespective of any compensation for work time.

### **1.04 Overtime**

**(Also applies to former "core" Premises Technicians, except as noted in 1.04-A below.)**

Overtime for employees is work time outside of a tour or trick. For employees classified as temporary employees, overtime is work time in excess of forty hours of work time in one week.

#### **1.04-A Overtime**

**(Applicable only to "non-core" Sales and Services Technician II employees)**

(NOTE: Overtime will be recorded and compensated in one minute increments upon the implementation of payroll system changes necessary to effect one-minute time recording practices. These changes will be implemented no earlier than January, 2015.)

Employees may be required to work overtime subject to the needs of the business. Overtime hours worked in excess of forty (40) in a calendar week will be paid at the rate of one and one-half (1½) times the basic hourly wage rate and in accordance with applicable Federal and/or State Laws. Union time (paid or unpaid) will be considered work time towards the build-up for the forty (40) hour work week for overtime calculations.

**(Applicable to all Sales and Services Technician II employees)**

Employees will not be scheduled or assigned overtime in excess of fifteen (15) hours in a work week unless either the employee consents to such overtime assignment or, as determined by management, there exists a service emergency (e.g. an event of national, state or local importance, fire, explosion, or other catastrophe, severe weather conditions, long-term service difficulties or an act of God, etc.).

### 1.05 Tours

(a) Tour of duty means the basic hours that an employee is scheduled to work in a specific day, evening or night.

(b) Holiday Tour means a tour commencing on a Company-recognized holiday.

(c) Sunday Tour means a tour commencing on Sunday.

### 1.06 Trick

Trick means an employee's scheduled work week.

## 2. WORK TIME AND SCHEDULING

See 3.17 of General Wage and Working Practices for minimum work time.

### 2.01 Construction, Equipment and Switching Field Forces

**(Not applicable to employees in the Sales and Service Technician II classification)**

Employees will not be required to work more than ten (10) hours of overtime per week from June 1 through October 31, in any payroll week except in case of emergency, long term service difficulties, or unless the employees consent to such overtime. The remainder of the year employees will not be required to work more than eight (8) hours of overtime in any payroll week except in case of emergency, long term service difficulties, or unless the employees consent to such overtime.

Part-time employees shall be required to work a prorated percentage of the mandatory requirement as indicated below:

24 – 29 hours/week	75%
17 – 23 hours/week	50%
9 – 16 hours/week	25%
8 or less hours/week	0%

(a) Tours and Basic Work Weeks – General - The normal tour of duty for construction, equipment and switching systems craft field forces and Maintenance Administrators shall be eight (8) hours, and for office and clerical employees shall be seven and one-half (7 ½) hours.

Forty hours or thirty-seven and one-half as appropriate, divided normally into five tours for any five days of the week, shall constitute a basic work week for these forces. However, in order to secure adequate coverage over the entire week to safeguard the service under normal conditions, it is necessary to arrange the hours of work for certain occupations in fixed basic work weeks covering more than five days of the week, but such basic work weeks shall not be for more than forty, or

thirty-seven and one-half hours, as appropriate, nor shall any tour of such basic work weeks be for less than four or three and one-half hours respectively.

(b) Scheduling and Assigning Basic Work Weeks

(1) Cable Splicing, Equipment and Switching Systems Forces - In order that the necessity of adequate coverage may be met as uniformly as possible in all cases, basic work weeks are established for all equipment, switching systems and cable splicing forces, based on the requirements of the business. Equipment and switching systems force basic work weeks vary with exchanges and are set up on charts, showing the days of the week and the hours of the day comprising each basic work week to be applied in each exchange. Basic work weeks for cable splicing forces are set up on a chart. For equipment and switching systems forces the local supervisor shall designate the basic work week to be worked. The Supervisors responsible shall prepare a schedule of basic work weeks assignments for a minimum of the two (2) ensuing months for each labor group under their direction. For cable splicing forces the immediate splicing supervisor shall designate the basic work weeks to be worked. In the preparation of schedules and the assignment of basic work weeks to employees, careful consideration shall be given to individual preferences which is consistent with work requirements and agreeable to the employee group involved, as well as to the following:

(a) The provision of coverage as required, including Saturdays, Sundays, Company-recognized holidays and vacations without resorting to overtime.

(b) The provision of a sufficient force to care for peak workloads with a minimum of overtime.

(c) Work Schedules

(1) Basic work week schedules will be developed by each work group utilizing historical and forecasted data to determine coverage requirements. Once coverage requirements are known, work week schedules will be assigned to qualified employees by management using one of the methods set forth below. Voluntary trick study teams may be used to develop the work schedule to meet the coverage requirements that have been determined by management. Historical and forecasted data will be made available semi-annually to the Vice Presidents Plant-CWA Local 1298 as soon as practical. Work schedules will be in accordance with below paragraph (a) for center operations work groups. For other workgroups, each work group will select option (a) or (b) by a majority vote.

(a) For each schedule, employees in the work group will select, by seniority, a fixed work

schedule, which may include Alternative Work Schedules (AWS), or they will be assigned to a fixed work week schedule by inverse seniority; or

(b) The majority of the employees in the work group will decide on one of the following two (2) coverage options:

- Rotating of weekly coverage requirements among all group members; or
- Selecting by seniority from the available fixed work week schedules, which may include Alternative Work Schedules (AWS), based on coverage requirements, with the remainder of the coverage requirements shared on a weekly rotating basis.

(2) Employees in all work groups may swap daily and/or weekly schedules with other qualified employees in the same work group.

(3) Employees hired or transferred into plant job titles between August 8, 1992 and September 17, 1998 who were assigned or who selected a fixed work week schedule can choose to remain on that schedule unless they transfer or, they may change their current schedule by participating in the regular scheduling process used by their work group as described above.

(d) The selection of trick assignments for weeks in which a Company-recognized holiday falls on any day from Monday to Friday inclusive, so that a regular tour of duty on the holiday is scheduled for each employee.

(3) The scheduled trick for Plant Equipment, Switching Systems and Construction Craft field occupations not covered by published trick charts shall be eight hours per day between 7:00 A.M. and 5:00 P.M. from Monday to Friday inclusive unless notice of a change is given as prescribed in 2.05.

(4) Office and Clerical Employees in Plant Equipment and Switching Systems organizations shall be scheduled for seven and one-half hours per day from Monday to Friday inclusive unless notice of change is given as prescribed in 2.05.

(5) Alternate Work Schedules (AWS) may consist of a compressed work week or an expanded work week. AWS options will take into consideration both customer and employee needs, as well as departmental staffing and scheduling requirements.

(c) Lunch Periods

(1) Generally, tours of duty of seven and one-half or eight hours duration, as appropriate, shall be divided into two equal sessions, with a one-half hour unpaid lunch break between sessions. When it is impractical to divide the tour, because of the necessity for continuous coverage, employees may be required to eat on the job during the assigned tour and in such circumstances they will be paid for working through lunch and will be given two 15 minute paid breaks. For employees authorized by the supervisor to work through lunch, the end of their normal tour of duty will be shortened by one half-hour.

(2) Employees scheduled to work a tour ending after 8:00 PM will work 7 1/2 or 8 hours, as appropriate, and will be allowed a one half hour paid meal break.

**2.02 Scheduling for the Sales and Service Technician II Classification**

**(Applicable only to Sales and Services Technician II employees)**

(a) The Company will determine and post the work schedules weekly. No later than 12 p.m. on Friday of each week the work schedule for the next calendar week shall be posted or otherwise be made available to show the assigned tours for each employee for the following week. Insofar as the service requirements and abilities of the employees will permit, as determined by management, employee preference in order of seniority shall be taken into account in the assignment of tours.

(b) Employees will have one (1) guaranteed weekend off per month. Work schedules will be posted for a minimum period of one (1) week and are subject to change with forty-eight (48) hours notice to the employee.

**2.03 Support Services**

Tours and Tricks - Working hours for full-time field forces are arranged in tricks of forty hours, or thirty-seven and one-half hours for those Office and Clerical employees covered by the Wage Progression Schedules. Tricks are divided into five tours of eight hours each, or seven and one-half hours each as appropriate for the clerical forces, for any five days of the week.

**2.04 Network Services**

Tours and Tricks - The tour of duty for the title of Plant Analyst covered by the Wage Progression Schedules shall be seven and one-half hours generally scheduled between 8 AM and 5 PM. Management may designate tricks which will be divided into five tours of seven and one-half hours each for any five days of the week.

## **2.05 Changes in Trick and Tour Assignments**

**(Not applicable to employees in the Sales and Service Technician II classification)**

### **(a) Changes in Tricks**

(1) When it is necessary to make changes in the assignment of tricks to individual employees during the six months' schedule, such changes shall be arranged and the employees affected notified as far in advance as possible. In no case shall notice of a change of trick assignment be given later than the time specified in the following:

(a) In the case of changes necessitated by absences due to sickness or accident, or to sickness or death in the immediate family or household, or to authorized meetings of employee representatives, each employee whose assigned trick must be changed shall be notified not later than the close of the last day of the trick for the week immediately preceding.

(b) In the case of changes necessitated by unforeseen peak workloads, vacations, etc., the employee whose assigned trick is to be changed shall be notified not later than the close of the first day of the trick for the week immediately preceding.

(c) In the event of a surplus declaration that results in a loss of employees, the Company shall re-evaluate the trick schedule and determine the need to fill vacated trick assignments by the remaining employees in the work group. The Company shall first seek volunteers to cover the tricks; and in the absence of such, shall equitably distribute the necessary tricks among the remaining employees on the trick schedule.

(2) No change in trick assignments shall be made for periods other than one week or multiples thereof.

### **(b) Change in Tours**

In crafts and clerical jobs having established evening or night tours, employees with those titles, in any location, may be changed from day tours to evening or night tours (or from evening or night tours to day tours) within the assigned trick when the needs of the business require. Whenever possible, 48 hours notice shall be given. For compensation in such cases see 3.01 (b). Compensation for evening or night assignments involving crafts and clerical jobs not normally scheduled for such assignments is covered in 3.01 (c).

## **2.06 Work in Inclement Weather**

In inclement weather work under shelter shall be assigned so far as possible. Regular employees shall not lose pay provided they report for duty and perform such work as may be assigned to them. Temporary employees shall be compensated provided they are assigned to work.

## **2.07 On-Call Practice**

The Company may designate employees, on a weekly basis, (Tuesday 8:00 A.M. to Tuesday 8:00 A.M.), to be available in an "on-call" status to provide services which may be required. An employee designated as "on-call" shall receive one hundred forty (\$140.00) dollars for each week so designated. An employee assigned to "on-call" on either a daily basis or on a Company designated holiday will receive twenty (\$20.00) dollars for that day.

Employees "on-call" shall not be required to remain on premises, at home or at any other specific location, but, shall be readily available by telephone and/or other means approved by supervision.

Employees who are excused from "on-call" or who are absent because of illness will have their "on-call" allotment reduced by the appropriate rate for each day or Holiday that they are unable to perform the "on-call" duty. Employees who have secured supervisory approval to substitute for employees unable to perform the "on-call" function because of excused absence or illness will receive the appropriate rate for each day or Holiday they are on an "on-call" status.

Employees designated as "on-call" who are called-out to provide services shall receive wage treatment in accordance with Paragraph 3.17, Appendix B, WWP, General.

## **2.08 Overall Overtime Administration**

**(Not applicable to employees in the Sales and Service Technician II classification)**

The Company will distribute overtime as fairly as practicable over the course of a year using the following administration process:

a. Scheduled overtime will be assigned based on a current year to date department/manager overtime list, which will show the number of total overtime hours, including callout hours, by each employee. Scheduled overtime is work assigned in advance to be done on an overtime basis. In such situations, the non-scheduled employees on the list who have the lowest cumulative overtime hours will be asked first to do the overtime work, provided the employee has the ability, as determined by the supervisor.

b. Unscheduled overtime (end of day) will be handled first by employees who are already on duty and have the ability, as determined by the supervisor.

c. Call outs - The procedure described above for scheduled overtime (a) will be followed; however, only those employees who have indicated their availability for the week will be called.

d. The Company shall not use employees from job titles outside the Plant section of the contract to perform job functions regularly assigned to employees within the Plant section of the contract without prior discussion between the Company and the Union.

EXCEPTIONS: There are current exceptions to using the overtime list including the following: Property or life threatening (i.e. Pole on vehicle), Fire alarms in the central office, fiber restoration and job continuity. Other exceptions may include procedures agreed to locally such as work assignment by a crew and/or area. (i.e. Splicing/Construction).

NOTE: There is no change to existing overtime lists or selection processes within Network Switching.

### **3. WAGE PRACTICES**

See Section 4, for holiday wage practices.

#### **3.01 Differentials for Evening And Night Work**

**(Also applies to former “core” Premises Technicians)**

(a) Differentials for evening and night work shall be paid in accordance with Paragraph 3.19 (a), (b), (c) and (d) of General Wage and Working Practices.

(b) Temporary Changes in Assignment - Non-Exempt Employees

(1) Change to Evening or Night Tour - An employee who is temporarily changed from day to evening or night tours of duty without the notice required for a trick change to take the place of one previously so assigned, shall receive time and one-half for the changed tour the first night and if assigned to work continuously thereafter for a period of one night or more shall receive the nightly differential for each night so worked. During such a period there shall be no compensation for hours not worked within the normal tour of duty.

(2) An employee who is temporarily changed from day to evening or night tours of duty without the notice required for a trick change because of unforeseen workload, special assignment, etc., shall receive time and one-half for hours worked outside of the normal tour for each tour changed; when the total hours worked within and outside the normal tour exceed eight, or seven and one-half for Plant Equipment and Switching Systems Office and Clerical employees, overtime treatment shall apply to the hours exceeding eight or seven and one-half as appropriate. During such a period there shall be no compensation for hours not worked within the normal tour of duty.

(3) Change to Day Tour - An employee who is temporarily changed from an evening or night tour to a day tour of duty, without notice required for a trick change to take the place of one previously so assigned, shall receive time and one-half for hours worked outside of the normal tour for the changed tour the first day.



(4) An employee who is temporarily changed from an evening or night tour to a day tour of duty without the notice required for a trick change because of unforeseen workload, or special assignment shall receive time and one-half for hours worked outside of the normal tour for each tour changed.

(c) Employees in Jobs Not Having Established Evening or Night Tours - When employees in positions other than those with established evening or night tours are required to work tours of duty any part of which falls between the hours of 7:00 P.M. and 6:00 A.M. for a period of more than one week, and the duration of the assignment is known before the start of the job, they shall receive the nightly differential for each night worked. If the assignment is for one week or less, or the duration of the assignment is not known to be beyond one week at the start of the job, time and one-half shall be paid for the hours outside the normal tour of duty. When the total hours worked within and outside the normal tour exceeds eight, or seven and one-half, appropriate overtime treatment shall apply to the hours exceeding eight or seven and one-half, as applicable. During such a period there shall be no compensation for hours not worked within the normal tour of duty.

(d) Christmas and New Year's Eves Differentials - Employees scheduled to work on Christmas or New Year's Eves (i.e., December 24 and 31) shall be paid in accordance with these Practices, and in addition, shall be paid a differential of one hour's straight-time pay for each hour worked between 6:00 P.M. and 12:00 midnight

### **3.01-A Shift Differentials**

**(Applicable only to "non-core" Sales and Services Technician II employees)**

(a) Employees who are scheduled to work an evening or night assignment in which more than fifty (50) percent of the time falls between the hours of 6:00 p.m. and 6:00 a.m., shall receive a daily premium payment of ten (10) percent of their base wages for each day worked. Shift differentials will be included in the employee's rate of pay for purposes of computing payments during periods of vacation and holidays, if the following conditions are met:

An employee works one (1) full work week of evening or night assignments before his/her vacation or holiday and is scheduled to work one (1) full work week of evening or night assignments, following his/her vacation or holiday

### **3.02 Holiday Tours**

For work time during holiday tours non-exempt employees shall be paid at the rate of time and one-half.

### 3.03 Overtime

**(Also applies to former “core” Premises Technicians; does not apply to “non-core” Sales and Services Technician II employees)**

(NOTE: Overtime will be recorded and compensated in one minute increments upon the implementation of payroll system changes necessary to effect one-minute time recording practices. These changes will be implemented no earlier than January, 2015.)

(a) Full-Time Regular Employees.

(1) Compensation - For all Plant job titles - No compensation shall be allowed for overtime which does not exceed fifteen minutes. When overtime extends beyond fifteen consecutive minutes it shall be compensated for as indicated:

(a) First eleven overtime hours per week - Pay at time and one-half except on holidays pay at double time and one-half.

or

(b) In excess of eleven overtime hours per week - Pay at double time, except on holidays pay at double time and one-half.

or

(c) On a Holiday - Pay all overtime at double time and one-half.

(2) Computation - When overtime is to be paid for at time and one-half, double time or double time and one-half, as appropriate, it shall be expressed to the next higher quarter of an hour after computation, for example: time worked 45 minutes X 1-1/2 equals 67.5 minutes and should be expressed as 1.25 hours to be paid for; time worked, 75 minutes X 1-1/2 equals 112.5 minutes and should be expressed as 2 hours to be paid for.

(3) After Reporting Off Duty - When an employee is required to work overtime after reporting off duty but before leaving the premises or the adjacent thoroughfare, payment shall be at the appropriate overtime rate from the time the employee reported off duty until the end of the overtime assignment. However, if the employee has left the premises or the adjacent thoroughfare, the conditions relating to minimum work time as provided in 3.17 of the General Wage and Working Practices shall apply.

(b) Part-Time Employees - Overtime compensation shall be paid to part-time employees as follows:

(1) Up to seven and one-half, seven and three-quarters or eight hours of work time in one day, as appropriate, or thirty-seven and one-half, or forty hours of work time in one week (excluding holidays) - pay at straight time.

or

(2) First eleven overtime hours in excess of seven and one-half, seven and three quarters or eight hours of work time in one day, as appropriate, or thirty-seven and one-half, thirty-eight and three-quarters or forty hours of work time in one week (excluding holidays) pay at time and one-half.

or

(3) In excess of eleven, time and one-half or double time and one-half hours of overtime work in one week - pay at double time. (See 4 below.)

or

(4) On a holiday - Overtime beyond seven and one-half, seven and three-quarters or eight hours of work time, as appropriate, pay at double time and one-half.

(c) Temporary employees will receive payment at time and one-half for overtime hours worked after forty (40) hours of work time in any one week.

### **3.04 Special Compensation**

(a) Performing Support Functions - See 3.22 of the General Wage and Working Practices.

(b) Outside Plant Technician Acting As Head of Construction Gang - When a construction unit of more than three Outside Plant Technicians is to be without a supervisor for a session, an Outside Plant Technician shall be assigned to act as the responsible head of the unit during this absence. On such occasions this Outside Plant Technician shall be paid special compensation of seven dollars and fifty cents (\$7.50) per session for such duty.

(c) Outside Craft Employees Assigned As Instructor - When an Outside Craft employee other than one normally engaged in training other employees is assigned as an instructor in an approved plant school held in quarters separate from those in which normal plant operations are being performed, a special compensation of seven dollars and fifty cents (\$7.50) per session shall be paid for such duty.

The assignment to instructor will be made on a rotational basis by seniority from those employees who volunteer and who the Company determines are qualified and available for such assignment.

(d) Inside Craft and Clerical Assigned As Peer Trainer - The Company may, if business needs require, designate a qualified bargaining unit employee to assist in or conduct formal classroom training or provide other special training conducted apart from normal working activities. An employee so designated may also, if possible, continue to perform their usual work functions during such assignments. Management will assign Peer Trainers from a list of solicited volunteers whom the Company determines are qualified based on job knowledge with a specific skill set and who are available for such assignment. An employee assigned as a Peer Trainer will receive a special compensation of no more than a total of seven dollars and fifty cents (\$7.50) per session.

Employees will be assigned for no less than one full session nor more than sixty-five (65) work days per assignment. In no case shall an employee be assigned for a total of more than sixty-five (65) work days in a twelve (12) month period, inclusive of any assignments to Performing Support Functions, regardless of the number of assignments.

In no event shall such assigned employee have any involvement in discipline, progression increases, performance evaluations or making judgments regarding other employees' performance, nor shall such assigned employee have access to personnel folders, payroll records or other personnel-related documents or reports.

### **3.05 Reserved for Future Use**

### **3.06 Reserved for Future Use**

### **3.07 Sunday Tours**

For work time during Sunday tours, employees shall be paid at the rate of time and one-half. Employees who are scheduled to work a Sunday tour but who are excused with pay shall be paid at straight time.

## **4. HOLIDAY PRACTICES**

### **4.01 Regular Full-Time Employees**

(a) Holiday Falling On Any Day Monday Through Friday - Trick assignments for weeks in which a Company-recognized holiday falls on any day from Monday to Friday inclusive, shall provide for a tour of duty on the holiday for each regular full-time employee. The holiday shall be the equivalent of the longest tour in the employee's trick for the holiday week. All such employees shall be paid holiday pay, but only those necessary to meet the needs of the business shall be required to work. However, if an employee is absent without permission on the scheduled working day immediately preceding or following such a holiday, the employee shall not be paid for the holiday, unless the circumstances are such as to warrant a recommendation by the supervisor for payment.

(b) Holiday Falling on Saturday - When a Company-recognized holiday falls on Saturday, holiday treatment shall be accorded those employees who are scheduled for coverage on that day. For all other eligible employees, the preceding day, Friday or Thursday for such employees scheduled Sunday through Thursday shall be the designated holiday. Should an employee be required to work on the designated holiday, compensation shall be in accordance with paragraph (c) which follows:

(c) Work on Holiday Within Trick - When according to the needs of the business a regular employee is scheduled to work the tour of duty on a holiday which falls within the assigned trick for the week, the employee shall receive pay at time and one-half for work time within the tour in addition to holiday pay, and double-time and one-half for work time outside of the tour. If, after reporting for duty, an employee desires to be excused for any part of a tour, such time shall be granted without pay, conditions of work permitting. If it is subsequently necessary, at any time within the tour, to recall an employee so excused, compensation shall be as follows; time and one-half for the actual time worked after being recalled, during hours within the tour, and double time and one-half for the actual time worked outside of the tour. In such cases minimum time shall not apply as in the case of a callout, nor shall the travel time occasioned thereby be classified as work time. However, if called out at a time beyond the normal tour, the conditions relating to minimum work time as provided in 3.17 of General Wage and Working Practices shall apply.

#### **4.02 Reserved for Future Use**

#### **4.03 Reserved for Future Use**

#### **4.04 Part-Time Employees**

All part-time employees shall receive holiday pay.

(1) Part-time employees hired prior to January 1, 1981, shall receive holiday pay treatment as follows:

(a) If the Company-recognized holiday falls on a day on which the employee is normally scheduled to work, the employee shall receive holiday pay equal to their normal scheduled hours. If required to work on that day the employee shall, in addition, be paid holiday premium for the hours worked.

(b) If the Company-recognized holiday falls on a day on which the employee is normally not scheduled to work, the employee shall receive holiday pay equal to 1/5<sup>th</sup> of their "part-time equivalent work week."

## 5. VACATIONS

See Section 5. of General Wage and Working Practices.

### 5.01 Vacations

All employees except those assigned to a fixed work week schedule which includes Saturday as part of the basic work week will be granted the Saturday off before their scheduled vacation, if so desired. Employees on a fixed work week schedule which includes Saturday as part of the basic work week may swap their scheduled Saturday before their vacation with another qualified employee in the same work group to obtain the Saturday off before their vacation.

## 6. SICKNESS AND ACCIDENT ABSENCES

See Section 6. of General Wage and Working Practices.

### 6.01 Short Period Sickness

**(Also applies to former “core” Premises Technicians; does not apply to “non-core” Sales and Services Technician II employees – for those employees, see 6.01-B, *Absence*, in Appendix B)**

(a) Regular Full-Time Employees shall receive payment for time off duty occasioned by short period sickness in accordance with Paragraph 6.01 of General Wage and Working Practices.

(1) Regular Part-Time Employees shall receive payment for time off duty occasioned by short period sickness under the conditions specified below. (Also see paragraph 6.01 (c).)

(a) More Than One But Less Than Two Years' Service - Shall receive normal pay for five scheduled working days during their service year; in each case of sickness, payment to begin after the second consecutive full day of absence due to sickness on scheduled working days.

(b) Two But Less Than Five Years' Service - Shall receive normal pay for ten scheduled working days during their service year; in each case of sickness, payment to begin after the first full day of absence due to sickness on scheduled working days.

(c) Five or More Years' Service - Shall receive normal pay for ten scheduled working days during their service year; in each case of sickness, payment to begin on the first day of absence due to sickness on scheduled working days.

In no case shall short period sickness payments be made for that portion of the absence which extends one full day or more beyond seven consecutive calendar days. Such absence shall be classified as extended illness. (See 6.02 of General Wage and Working Practices.)

(b) Payments Based on Scheduled Hours - short period sickness payments for absence due to illness on a scheduled working day will be based on the number of work hours scheduled for that day.

(c) Consideration of Payment For Absence Beyond Ten Days - It is understood that consideration will be given to payment for necessary incidental sickness absence beyond ten days in a service year, where the circumstances warrant. Important factors in such cases would be the past record of attendance and the length of service.

(C) (d) A Company-recognized holiday is treated as a day of sickness when:

(1) the holiday falls on a scheduled working day on which the employee is required to work and is absent because of sickness on that day.

(2) the holiday falls on a scheduled working day on which the employee is not required to work and is absent because of sickness on the entire afternoon or session of the scheduled working day preceding and the entire morning or session of the scheduled working day following the holiday.

(e) No deduction shall be made from the short period sickness allowance of an employee for sickness on a Company-recognized holiday, temporary layoff, excused absence, or leave of absence during the year; but a change shall be made in the service year on which it is computed, in cases where all or part of the absence is not credited.

## 7. EXPENSES

### 7.01 Meals

(a) Craft Full-Time Employees (Refer to 7.01 (b) for Full-Time Employees other than Craft and 7.01 (c) for part-time employees; also see 7.01 (a) of General Wage and Working Practices).

Meal expenses are not an allowance but are intended only to reimburse employees for such expenses incurred up to amounts indicated below. Meal expenses shall not be granted in any case when employees are allowed sufficient time off duty to go home for their meals. When meals are paid for, time off duty occasioned thereby shall not be paid for.

(1) Noon Lunch - Not to Exceed \$4.00

(a) When overtime work extends for two hours or more beyond the day's schedule which was to end with the morning session.

(b) When notified after the normal tour of duty of the preceding day that they will be required to work on a day on which they are scheduled not to work.

(c) When an employee whose tour of duty includes a lunch period of one hour or more and who normally goes home to lunch when working at the home station, is assigned to work away from the home station.

(d) When assigned to and participating in off the job (away from the normal reporting center) formal training where the schedule includes a lunch period. In addition, reimbursement will be allowed at an employee's regular reporting center when the training is being concurrently attended by employees from other reporting centers.

(e) When an employee whose tour ends at or after 8 P.M. is called out or assigned to work overtime two (2) hours or more before the start of the tour.

(2) Supper - Not to Exceed \$9.00.

(a) When overtime work extends for two (2) hours or more beyond the end of the tour of duty.

(b) When overtime worked on a non-scheduled day is ten (10) or more hours and work ends at 7 P.M. or later.

(3) Midnight Lunch - Not to Exceed \$1.00 - When assigned to a day tour and required to work overtime from the end of the normal tour continuously beyond midnight.

(4) Morning Meal After All Night Overtime - Not to Exceed \$2.25 - When assigned to a day tour and required to work overtime from the end of the normal tour continuously beyond midnight and the work is to continue beyond 6:00 A.M.

(b) Full-Time Employees Other Than Craft (Refer to 7.01 (a) for Full-Time Craft Employees and to 7.01 (c) for part-time employees; also see 7.01 (a) of General Wage and Working Practices.)

Meal expenses shall not be granted in any case when employees are allowed sufficient time off duty to go home for their meals. When meals are paid for, time off duty occasioned thereby shall not be paid for. Employees other than craft shall be reimbursed for reasonable meal expense incurred subject to the conditions and limitations indicated below.

(1) Noon Lunch

(a) When working at their home stations, only in case of overtime work extending for two hours or more beyond the day's schedule which was to end with the morning session and notice of such overtime is given during the morning session.

(b) When working away from their home stations at noon not to exceed \$4.00.



- (c) When an employee whose tour ends at or after 8:00 P.M. is called out or assigned to work overtime two (2) hours or more before the start of the tour.
- (2) Supper - Not to Exceed \$9.00 - When overtime work extends two hours or more beyond the tour of duty.

(c) Part-Time Employees - Supper- Not to exceed \$9 when overtime work extends for two (2) hours or more beyond the tour of duty, which does not contain a meal break of at least 20 minutes, and work ends at 7 P.M. or later.

## 7.02 Lodging and Commutation

(a) Selection of Commutation or Lodging Plan - When employees (except Temporary) are assigned temporarily away from their home stations to work or attend a training class, the supervisor shall estimate the cost of lodging and commuting and shall authorize either of the Plans, as covered in paragraphs (b) and (c) following, after careful consideration of the needs of the business and economy.

(b) Commutation Plan - When employees are authorized to commute daily, they shall be entitled to:

- (1) Meal Expense - In accordance with 7.01 of these Practices;
- (2) Transportation Expense - In accordance with 7.03 of General Wage and Working Practices; **(Not applicable to employees in the Sales and Service Technician II classification)**
- (3) Travel Time - In accordance with 2.01 (b), (2) and 2.02 of General Wage and Working Practices. **(Not applicable to employees in the Sales and Service Technician II classification)**

(c) Lodging Plan - When employees are authorized to lodge away from their home stations they shall be entitled to:

- (1) Cost of lodging at the assigned location;
- (2) Cost of meals at the assigned location not to exceed \$30.00 per day for three meals when arrangements are not made by the Company. When unusual circumstances prevail, appropriate treatment shall be given;
- (3) Transportation expense at the beginning and end of the assignment;
- (4) Travel time at the beginning and end of the assignment;
- (5) Travel time and travel expense for a trip to the home station and return to the job on weekends when the assignment is for more than one week and the Company prefers that lodging and meal expense shall cease over weekends;

(6) The following expenses when, at their own initiative, they return to their homes at weekends and holidays, provided they return to the job prior to the starting time on the next work day and the board and lodging expense ceases during their absence:

(a) Supper at the close of the last work day before the weekend or holiday and breakfast the beginning of the next work day provided these meals are procured at the board location. (Meals on the way from and to the board location shall not be paid for by the Company);

(b) An allowance for transportation at public utility fare rates, from the job to home and return, but not in excess of the fare from job to home station and return.

(7) Authorization to return to their homes daily in preference to lodging if they so prefer and the conditions of work permit, provided the cost of travel time will not exceed the cost of the lodging plan. If the cost of travel time is less than the cost of the lodging plan the difference shall be applied toward reimbursement for expenses as provided in the commutation plan, reference 7.02 (b), but no expense shall be paid in excess of this amount.

(8) The privilege of electing to lodge with a relative or friend in the area in which they are working in preference to a hotel or boarding house. In such cases employees shall be reimbursed for lodging expense incurred but not to exceed 75% of the regular rate prevailing in that locality, and for actual meal expense not to exceed \$25.00 per day for the three meals.

(9) Continuation of board and lodging expenses when absent from duty because of accident or sickness disability for a period not to exceed one week. If the disability continues for a longer period than one week:

(a) employees shall return to their home station if possible and board and lodging expenses shall cease;

(b) if the disability is of such a character that employees are unable to return to their home station, board and lodging expenses will continue until the employees are able to return home or resume regular duties.

## **8. EXCUSED ABSENCE**

See Section 8. of General Wage and Working Practices.

## **9. MISCELLANEOUS**

### **9.01 Accident Prevention**

(a) Teaching Safety In Performance of Work - The safety of the employee is of first importance to the Company and every employee, particularly new

employees, shall be taught the safe way to perform their work, not only by the supervisor, but also fellow employees.

(b) An Environment, Health and Safety Guide has been prepared to give employees a thorough knowledge of the causes of accidents and the manner in which they may be avoided. This Guide shall be available to each Plant employee and they shall familiarize themselves with the rules relating to their occupation as quickly as possible.

(c) Pole Climbing - Employees who are required by the nature of their job to climb poles shall be instructed in safe methods of climbing regardless of whether their assignment requires work aloft steadily or only occasionally. Employees shall not be assigned to work aloft until they have demonstrated ability to climb before a qualified instructor, who shall certify the fact to the office of the Plant Supervisor - Training.

(d) First Aid/CPR - All employees in Outside Plant Work shall pass First Aid/CPR certification during initial training.

(e) Outside Work in Severe Weather Conditions - Certain work directly concerned with service to the public, such as repair and appointment installation work, must be done even when weather conditions are sufficiently severe to stop other types of work. Severe weather conditions will be determined by the Company. The Company will consider heavy rain and/or heavy snow and/or excessive cold/hot weather. However, the Company will not require employees to be exposed to prolonged periods of extreme cold without sufficient warm-up time. Outside work will not be assigned when conditions are so severe that the work cannot be done safely. When assigned to such work in wet weather employees will be supplied with coats, hats, and boots, if required.

## **9.02 Tools**

(a) Issuance of Tools - Tools used by individual employees, including mechanics, shall be issued directly to and signed for by them; other tools, such as those usually used in common by groups of employees, will be issued to and signed for by the supervisor.

(b) Lost Tools - An employee generally shall not be expected to reimburse the Company for lost tools, provided the facts are reported immediately to the supervisor and the loss did not result from undue negligence.

(c) Employees shall reimburse the Company for the present value of lost tools if:

- (1) the loss results from undue negligence;
- (2) the employee's record indicates a frequent loss of tools in the past;
- (3) the loss has not been reported promptly upon discovery.

(d) The present value shall be determined by the immediate supervisor and approved by the director. Ordinarily one-half the original cost of the tools shall be collected; however, if it is the opinion of the local supervisor that circumstances warrant doing so, an increase or reduction in this amount may be recommended.

### **9.03 Work Clothes**

The Company will provide for furnishing and laundering work clothes for Motor Equipment Inspector-Maintainers.

**See also Section 9.02 of General Wage and Working Practices.**

### **9.04 Training**

1. All training courses will be designated as either required Core training or Specialized training.

Core training will be designated for all training which, based on work load volume requires greater than 75% of the employees in a work group to be trained. All other training will be designated as Specialized. Changes in technology and market demand may move training courses from Specialized to Core training and vice versa.

2. All company required Core training will be done on a senior volunteer, inverse seniority basis by work group.

(a) A work group will be defined as a manager group by title by home station.

(b) For an employee to be eligible for training being offered any required prerequisite training should be successfully completed.

(c) Training will be completed on a pass/fail basis. An employee who does not meet the passing requirement or elects not to attend a training course will go to the end of their respective training seniority list for the course.

(d) When all job holders are to receive the same training over a limited period of time, seniority may be waived after discussion and mutual agreement is reached between management and the appropriate Chief Steward.

3. Specialized training will be scheduled for employees based on business needs, work assignments, customer requirements and reporting center. Supervisors will select employees for specialized training based on established selection criteria and make an effort to distribute Specialized training within the work group in a fair and equitable manner consistent with the above requirements. In a situation where Specialized training is limited and a choice must be made between two or more employees who meet the selection criteria equally, the selection will be made on the basis of seniority. For job titles in which Specialized training is designated, the selection criteria for specialized training will be established and communicated to the employees on that job title.

4. For each employee in a job title in which Specialized training is designated, a Training and Development review will be conducted annually in February and reviewed with appropriate Chief Steward upon completion.

5. On an annual basis in work groups in which Specialized training is designated, the responsible Director-Network Services/Managers, Business Agent(s)-Plant/Chief Stewards as appropriate will meet to review and discuss Core versus Specialized training curricula, and selection criteria for Specialized training.

#### **9.05 Home Garaging**

##### **(Applicable only to Sales and Services Technician II employees)**

The Company may, at its discretion, implement a mandatory Home Garaging Program. The Company may change the program at its discretion. Once implemented, the Company can cancel the program with thirty (30) days' notice.

## Appendix C

**( ) APPENDIX C**

Reserved for Future Use

## Appendix D



C. AT&T EAST WAGE SCHEDULES

AT&T East Wage Schedules Effective 6-16-13 5.00%												
Wage Sched	Entry	Step .5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VD	\$ 660.10	\$ 828.10	\$ 945.10	\$ 1,004.50	\$ 1,068.00	\$ 1,134.80	\$ 1,206.40	\$ 1,282.60	\$ 1,362.90	\$ 1,448.10	\$ 1,539.50	\$ 1,702.40
VE	\$ 660.10	\$ 863.00	\$ 984.30	\$ 1,046.40	\$ 1,112.10	\$ 1,182.40	\$ 1,257.10	\$ 1,336.00	\$ 1,420.00	\$ 1,508.80	\$ 1,603.90	\$ 1,773.30
VF	\$ 660.10	\$ 900.80	\$ 1,027.50	\$ 1,092.40	\$ 1,161.60	\$ 1,234.10	\$ 1,312.30	\$ 1,394.60	\$ 1,482.40	\$ 1,576.00	\$ 1,675.10	\$ 1,852.00
VG	\$ 660.10	\$ 943.00	\$ 1,075.50	\$ 1,143.50	\$ 1,215.70	\$ 1,292.10	\$ 1,373.70	\$ 1,459.30	\$ 1,551.50	\$ 1,649.00	\$ 1,752.80	\$ 1,939.20
VH	\$ 679.30	\$ 989.10	\$ 1,127.80	\$ 1,198.90	\$ 1,274.80	\$ 1,355.40	\$ 1,440.20	\$ 1,531.40	\$ 1,627.30	\$ 1,729.80	\$ 1,838.20	\$ 2,033.20
VI	\$ 714.10	\$ 1,040.20	\$ 1,186.10	\$ 1,261.00	\$ 1,340.40	\$ 1,424.50	\$ 1,514.30	\$ 1,609.70	\$ 1,711.00	\$ 1,818.70	\$ 1,932.90	\$ 2,137.20
VJ	\$ 752.60	\$ 1,095.80	\$ 1,249.40	\$ 1,328.10	\$ 1,411.80	\$ 1,501.10	\$ 1,595.70	\$ 1,696.30	\$ 1,803.00	\$ 1,916.20	\$ 2,036.80	\$ 2,252.50
VK	\$ 794.80	\$ 1,203.80	\$ 1,373.30	\$ 1,459.90	\$ 1,552.10	\$ 1,649.30	\$ 1,753.30	\$ 1,863.30	\$ 1,980.70	\$ 2,105.30	\$ 2,237.30	\$ 2,473.30
VL	\$ 841.40	\$ 1,225.20	\$ 1,397.20	\$ 1,485.60	\$ 1,579.20	\$ 1,678.70	\$ 1,783.90	\$ 1,896.60	\$ 2,015.50	\$ 2,142.20	\$ 2,276.70	\$ 2,518.00
VM	\$ 892.40	\$ 1,299.50	\$ 1,481.70	\$ 1,575.80	\$ 1,675.20	\$ 1,780.50	\$ 1,893.20	\$ 2,012.10	\$ 2,138.60	\$ 2,272.80	\$ 2,415.60	\$ 2,671.00
VN	\$ 948.80	\$ 1,381.40	\$ 1,575.30	\$ 1,674.00	\$ 1,780.50	\$ 1,892.50	\$ 2,011.70	\$ 2,138.90	\$ 2,272.70	\$ 2,415.80	\$ 2,567.20	\$ 2,839.40
VO	\$ 1,010.60	\$ 1,472.20	\$ 1,678.80	\$ 1,784.50	\$ 1,897.10	\$ 2,016.50	\$ 2,143.50	\$ 2,278.00	\$ 2,421.60	\$ 2,573.50	\$ 2,735.00	\$ 3,024.50
VO	\$ 660.10	\$ 828.10	\$ 945.10	\$ 1,004.50	\$ 1,068.00	\$ 1,134.80	\$ 1,206.40	\$ 1,282.60	\$ 1,362.90	\$ 1,448.10	\$ 1,539.50	\$ 1,663.50
VS	\$ 660.10	\$ 900.80	\$ 1,027.50	\$ 1,092.40	\$ 1,161.60	\$ 1,234.10	\$ 1,312.30	\$ 1,394.60	\$ 1,482.40	\$ 1,576.00	\$ 1,675.10	\$ 1,863.60
VU	\$ 679.30	\$ 989.10	\$ 1,127.80	\$ 1,198.90	\$ 1,274.80	\$ 1,355.40	\$ 1,440.20	\$ 1,531.40	\$ 1,627.30	\$ 1,729.80	\$ 1,838.20	\$ 2,175.00
VV	\$ 948.80	\$ 1,381.40	\$ 1,575.30	\$ 1,674.00	\$ 1,780.50	\$ 1,892.50	\$ 2,011.70	\$ 2,138.90	\$ 2,272.70	\$ 2,415.80	\$ 2,567.20	\$ 2,910.60
VW	\$ 948.80	\$ 1,381.40	\$ 1,575.30	\$ 1,674.00	\$ 1,780.50	\$ 1,892.50	\$ 2,011.70	\$ 2,138.90	\$ 2,272.70	\$ 2,415.80	\$ 2,567.20	\$ 2,999.00
VX	\$ 1,078.90	\$ 1,570.80	\$ 1,791.40	\$ 1,904.40	\$ 2,024.30	\$ 2,152.50	\$ 2,287.80	\$ 2,431.90	\$ 2,585.00	\$ 2,747.30	\$ 2,919.60	\$ 3,323.00
VY	\$ 679.30	\$ 989.10	\$ 1,127.80	\$ 1,198.90	\$ 1,274.80	\$ 1,355.40	\$ 1,440.20	\$ 1,531.40	\$ 1,627.30	\$ 1,729.80	\$ 1,838.20	\$ 2,336.10
W2	\$ 917.30	\$ 1,335.80	\$ 1,523.20	\$ 1,619.20	\$ 1,721.30	\$ 1,830.00	\$ 1,945.10	\$ 2,067.70	\$ 2,197.40	\$ 2,335.70	\$ 2,482.30	\$ 2,745.50
WF	\$ 660.10	\$ 961.20	\$ 1,096.70	\$ 1,166.00	\$ 1,239.20	\$ 1,317.10	\$ 1,400.30	\$ 1,488.10	\$ 1,581.50	\$ 1,680.90	\$ 1,786.40	\$ 1,975.50
WG	\$ 690.90	\$ 1,006.40	\$ 1,147.40	\$ 1,219.70	\$ 1,296.30	\$ 1,378.10	\$ 1,465.30	\$ 1,557.10	\$ 1,655.20	\$ 1,759.30	\$ 1,869.90	\$ 2,067.60
WH	\$ 724.40	\$ 1,055.10	\$ 1,203.20	\$ 1,279.30	\$ 1,359.90	\$ 1,444.90	\$ 1,536.40	\$ 1,633.20	\$ 1,735.50	\$ 1,844.50	\$ 1,961.10	\$ 2,168.00
WJ	\$ 802.70	\$ 1,169.00	\$ 1,333.80	\$ 1,417.50	\$ 1,506.30	\$ 1,601.60	\$ 1,702.30	\$ 1,810.00	\$ 1,923.70	\$ 2,044.20	\$ 2,172.40	\$ 2,402.20
WK	\$ 847.90	\$ 1,234.50	\$ 1,408.00	\$ 1,496.70	\$ 1,591.00	\$ 1,691.40	\$ 1,797.50	\$ 1,911.20	\$ 2,031.20	\$ 2,158.70	\$ 2,294.70	\$ 2,537.30
WM	\$ 951.80	\$ 1,435.30	\$ 1,636.90	\$ 1,740.20	\$ 1,849.40	\$ 1,966.40	\$ 2,090.20	\$ 2,221.50	\$ 2,361.00	\$ 2,509.00	\$ 2,667.20	\$ 2,949.20
WN	\$ 1,011.90	\$ 1,473.50	\$ 1,680.00	\$ 1,786.40	\$ 1,898.90	\$ 2,018.50	\$ 2,146.10	\$ 2,281.00	\$ 2,424.50	\$ 2,576.60	\$ 2,738.40	\$ 3,028.50
WO	\$ 1,078.10	\$ 1,570.00	\$ 1,790.40	\$ 1,903.80	\$ 2,023.40	\$ 2,151.10	\$ 2,286.20	\$ 2,430.00	\$ 2,583.00	\$ 2,745.20	\$ 2,917.80	\$ 3,226.20
WP	\$ 1,150.80	\$ 1,675.90	\$ 1,911.00	\$ 2,031.50	\$ 2,159.60	\$ 2,296.00	\$ 2,440.40	\$ 2,593.60	\$ 2,757.10	\$ 2,930.80	\$ 3,114.70	\$ 3,444.20
XA	\$ 1,010.60	\$ 1,472.20	\$ 1,678.80	\$ 1,784.50	\$ 1,897.10	\$ 2,016.50	\$ 2,143.50	\$ 2,278.00	\$ 2,421.60	\$ 2,573.50	\$ 2,735.00	\$ 3,167.90
XE	\$ 948.80	\$ 1,381.40	\$ 1,575.30	\$ 1,674.00	\$ 1,780.50	\$ 1,892.50	\$ 2,011.70	\$ 2,138.90	\$ 2,272.70	\$ 2,415.80	\$ 2,567.20	\$ 3,178.50
XF	\$ 794.80	\$ 1,157.50	\$ 1,320.50	\$ 1,404.10	\$ 1,492.30	\$ 1,585.90	\$ 1,686.00	\$ 1,791.60	\$ 1,904.70	\$ 2,024.40	\$ 2,151.20	\$ 2,378.40
XG	\$ 714.10	\$ 1,076.90	\$ 1,228.20	\$ 1,305.70	\$ 1,387.80	\$ 1,474.80	\$ 1,567.70	\$ 1,666.60	\$ 1,771.70	\$ 1,882.90	\$ 2,001.30	\$ 2,212.70
XH	\$ 794.80	\$ 1,198.20	\$ 1,367.00	\$ 1,453.70	\$ 1,544.80	\$ 1,642.10	\$ 1,745.20	\$ 1,854.80	\$ 1,971.80	\$ 2,095.80	\$ 2,227.10	\$ 2,462.30
XI	\$ 752.60	\$ 1,134.40	\$ 1,293.70	\$ 1,374.60	\$ 1,461.60	\$ 1,554.20	\$ 1,652.30	\$ 1,756.20	\$ 1,866.60	\$ 1,984.10	\$ 2,108.50	\$ 2,332.10
ZC	\$ 967.30	\$ 1,408.40	\$ 1,606.30	\$ 1,707.80	\$ 1,815.50	\$ 1,930.00	\$ 2,051.40	\$ 2,180.20	\$ 2,317.40	\$ 2,463.00	\$ 2,618.00	\$ 2,895.00
ZD	\$ 724.40	\$ 1,055.10	\$ 1,203.20	\$ 1,279.30	\$ 1,359.90	\$ 1,444.90	\$ 1,536.40	\$ 1,633.20	\$ 1,735.50	\$ 1,844.50	\$ 1,961.10	\$ 2,114.90
ZE	\$ 761.90	\$ 1,148.80	\$ 1,310.10	\$ 1,392.40	\$ 1,480.90	\$ 1,573.90	\$ 1,672.80	\$ 1,778.10	\$ 1,890.10	\$ 2,008.70	\$ 2,134.80	\$ 2,418.80
ZF	\$ 802.70	\$ 1,169.00	\$ 1,333.80	\$ 1,417.50	\$ 1,506.30	\$ 1,601.60	\$ 1,702.30	\$ 1,810.00	\$ 1,923.70	\$ 2,044.20	\$ 2,172.40	\$ 2,570.00
ZH	\$ 761.90	\$ 1,148.80	\$ 1,310.10	\$ 1,392.40	\$ 1,480.90	\$ 1,573.90	\$ 1,672.80	\$ 1,778.10	\$ 1,890.10	\$ 2,008.70	\$ 2,134.80	\$ 2,360.50
ZI	\$ 847.90	\$ 1,278.30	\$ 1,457.80	\$ 1,549.70	\$ 1,647.00	\$ 1,751.00	\$ 1,860.90	\$ 1,978.60	\$ 2,103.10	\$ 2,234.70	\$ 2,375.60	\$ 2,626.70
ZJ	\$ 802.70	\$ 1,210.40	\$ 1,380.70	\$ 1,467.50	\$ 1,559.90	\$ 1,658.10	\$ 1,762.60	\$ 1,873.70	\$ 1,991.50	\$ 2,116.50	\$ 2,249.10	\$ 2,660.60
Wage Sched	Entry	Step 1*	Step 2*	Step 3*	Step 4*	Step 5*	Step 6*	Step 7*				
W1	\$ 728.20	\$ 879.10	\$ 959.00	\$ 1,042.10	\$ 1,156.20	\$ 1,247.80	\$ 1,406.30	\$ 1,589.60				
W7	\$ 782.90	\$ 1,038.80	\$ 1,131.40	\$ 1,227.70	\$ 1,327.80	\$ 1,455.90	\$ 1,589.40	\$ 1,728.00				

\*Duration of Consideration Period between steps is six (6) months.

AT&T East Wage Schedules												
Effective 8-10-14												
3.00%												
Wage Sched	Entry	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VD	\$ 660.10	\$ 830.40	\$ 950.30	\$ 1,012.70	\$ 1,079.70	\$ 1,150.30	\$ 1,226.10	\$ 1,307.10	\$ 1,392.60	\$ 1,483.60	\$ 1,581.50	\$ 1,753.50
VE	\$ 660.10	\$ 865.40	\$ 989.70	\$ 1,055.00	\$ 1,124.20	\$ 1,198.50	\$ 1,277.70	\$ 1,361.50	\$ 1,451.00	\$ 1,545.80	\$ 1,647.60	\$ 1,826.50
VF	\$ 660.10	\$ 903.30	\$ 1,033.10	\$ 1,101.30	\$ 1,174.30	\$ 1,250.90	\$ 1,333.80	\$ 1,421.20	\$ 1,514.70	\$ 1,614.70	\$ 1,720.80	\$ 1,907.60
VG	\$ 660.10	\$ 945.60	\$ 1,081.40	\$ 1,152.90	\$ 1,229.00	\$ 1,309.70	\$ 1,396.20	\$ 1,487.20	\$ 1,585.40	\$ 1,689.50	\$ 1,800.60	\$ 1,997.40
VH	\$ 679.30	\$ 991.80	\$ 1,134.00	\$ 1,208.70	\$ 1,288.70	\$ 1,373.90	\$ 1,463.80	\$ 1,560.60	\$ 1,662.80	\$ 1,772.30	\$ 1,888.30	\$ 2,094.20
VI	\$ 714.10	\$ 1,043.00	\$ 1,192.60	\$ 1,271.30	\$ 1,355.00	\$ 1,443.90	\$ 1,539.10	\$ 1,640.40	\$ 1,748.30	\$ 1,863.30	\$ 1,985.60	\$ 2,201.30
VJ	\$ 752.60	\$ 1,098.80	\$ 1,256.20	\$ 1,339.00	\$ 1,427.20	\$ 1,521.60	\$ 1,621.80	\$ 1,728.70	\$ 1,842.30	\$ 1,963.20	\$ 2,092.30	\$ 2,320.10
VK	\$ 794.80	\$ 1,207.10	\$ 1,380.80	\$ 1,471.80	\$ 1,569.00	\$ 1,671.80	\$ 1,782.00	\$ 1,898.90	\$ 2,023.90	\$ 2,157.00	\$ 2,298.30	\$ 2,547.50
VL	\$ 841.40	\$ 1,228.50	\$ 1,404.80	\$ 1,497.80	\$ 1,596.40	\$ 1,701.60	\$ 1,813.10	\$ 1,932.80	\$ 2,059.50	\$ 2,194.80	\$ 2,338.80	\$ 2,593.50
VM	\$ 892.40	\$ 1,303.00	\$ 1,489.80	\$ 1,588.70	\$ 1,693.50	\$ 1,804.80	\$ 1,924.20	\$ 2,050.50	\$ 2,185.30	\$ 2,328.60	\$ 2,481.50	\$ 2,751.10
VN	\$ 948.80	\$ 1,385.20	\$ 1,583.90	\$ 1,687.70	\$ 1,799.90	\$ 1,918.30	\$ 2,044.60	\$ 2,179.70	\$ 2,322.30	\$ 2,475.10	\$ 2,637.20	\$ 2,924.60
VO	\$ 1,010.60	\$ 1,476.20	\$ 1,688.00	\$ 1,799.10	\$ 1,917.80	\$ 2,044.00	\$ 2,178.60	\$ 2,321.50	\$ 2,474.40	\$ 2,636.70	\$ 2,809.60	\$ 3,115.20
VQ	\$ 660.10	\$ 830.40	\$ 950.30	\$ 1,012.70	\$ 1,079.70	\$ 1,150.30	\$ 1,226.10	\$ 1,307.10	\$ 1,392.60	\$ 1,483.60	\$ 1,581.50	\$ 1,713.40
VS	\$ 660.10	\$ 903.30	\$ 1,033.10	\$ 1,101.30	\$ 1,174.30	\$ 1,250.90	\$ 1,333.80	\$ 1,421.20	\$ 1,514.70	\$ 1,614.70	\$ 1,720.80	\$ 1,919.50
VU	\$ 679.30	\$ 991.80	\$ 1,134.00	\$ 1,208.70	\$ 1,288.70	\$ 1,373.90	\$ 1,463.80	\$ 1,560.60	\$ 1,662.80	\$ 1,772.30	\$ 1,888.30	\$ 2,240.30
VV	\$ 948.80	\$ 1,385.20	\$ 1,583.90	\$ 1,687.70	\$ 1,799.90	\$ 1,918.30	\$ 2,044.60	\$ 2,179.70	\$ 2,322.30	\$ 2,475.10	\$ 2,637.20	\$ 2,997.90
VW	\$ 948.80	\$ 1,385.20	\$ 1,583.90	\$ 1,687.70	\$ 1,799.90	\$ 1,918.30	\$ 2,044.60	\$ 2,179.70	\$ 2,322.30	\$ 2,475.10	\$ 2,637.20	\$ 3,089.00
VX	\$ 1,078.90	\$ 1,575.10	\$ 1,801.20	\$ 1,920.00	\$ 2,046.40	\$ 2,181.90	\$ 2,325.20	\$ 2,478.30	\$ 2,641.40	\$ 2,814.70	\$ 2,999.20	\$ 3,422.70
VY	\$ 679.30	\$ 991.80	\$ 1,134.00	\$ 1,208.70	\$ 1,288.70	\$ 1,373.90	\$ 1,463.80	\$ 1,560.60	\$ 1,662.80	\$ 1,772.30	\$ 1,888.30	\$ 2,406.20
W2	\$ 917.30	\$ 1,339.40	\$ 1,531.50	\$ 1,632.40	\$ 1,740.10	\$ 1,855.00	\$ 1,976.90	\$ 2,107.20	\$ 2,245.30	\$ 2,393.00	\$ 2,550.00	\$ 2,827.90
WF	\$ 660.10	\$ 963.80	\$ 1,102.70	\$ 1,175.50	\$ 1,252.70	\$ 1,335.10	\$ 1,423.20	\$ 1,516.50	\$ 1,616.00	\$ 1,722.20	\$ 1,835.10	\$ 2,034.80
WG	\$ 690.90	\$ 1,009.10	\$ 1,153.70	\$ 1,229.70	\$ 1,310.40	\$ 1,396.90	\$ 1,489.30	\$ 1,586.80	\$ 1,691.30	\$ 1,802.50	\$ 1,920.90	\$ 2,129.60
WH	\$ 724.40	\$ 1,058.00	\$ 1,209.80	\$ 1,289.80	\$ 1,374.70	\$ 1,464.60	\$ 1,561.50	\$ 1,664.40	\$ 1,773.40	\$ 1,889.80	\$ 2,014.60	\$ 2,233.00
WJ	\$ 802.70	\$ 1,172.20	\$ 1,341.10	\$ 1,429.10	\$ 1,522.70	\$ 1,623.40	\$ 1,730.20	\$ 1,844.60	\$ 1,965.70	\$ 2,094.40	\$ 2,231.60	\$ 2,474.30
WK	\$ 847.90	\$ 1,237.90	\$ 1,415.70	\$ 1,508.90	\$ 1,608.40	\$ 1,714.50	\$ 1,826.90	\$ 1,947.70	\$ 2,075.50	\$ 2,211.70	\$ 2,357.30	\$ 2,613.40
WM	\$ 951.80	\$ 1,439.20	\$ 1,645.80	\$ 1,754.40	\$ 1,869.60	\$ 1,993.20	\$ 2,124.40	\$ 2,263.90	\$ 2,412.50	\$ 2,570.60	\$ 2,739.90	\$ 3,037.70
WN	\$ 1,011.90	\$ 1,477.50	\$ 1,689.20	\$ 1,801.00	\$ 1,919.60	\$ 2,046.00	\$ 2,181.20	\$ 2,324.50	\$ 2,477.40	\$ 2,639.80	\$ 2,813.10	\$ 3,119.40
WO	\$ 1,078.10	\$ 1,574.30	\$ 1,800.20	\$ 1,919.40	\$ 2,045.50	\$ 2,180.40	\$ 2,323.60	\$ 2,476.40	\$ 2,639.40	\$ 2,812.60	\$ 2,997.40	\$ 3,323.00
WP	\$ 1,150.80	\$ 1,680.50	\$ 1,921.40	\$ 2,048.10	\$ 2,183.20	\$ 2,327.30	\$ 2,480.30	\$ 2,643.10	\$ 2,817.30	\$ 3,002.70	\$ 3,199.60	\$ 3,547.50
XA	\$ 1,010.60	\$ 1,476.20	\$ 1,688.00	\$ 1,799.10	\$ 1,917.80	\$ 2,044.00	\$ 2,178.60	\$ 2,321.50	\$ 2,474.40	\$ 2,636.70	\$ 2,809.60	\$ 3,262.90
XE	\$ 948.80	\$ 1,385.20	\$ 1,583.90	\$ 1,687.70	\$ 1,799.90	\$ 1,918.30	\$ 2,044.60	\$ 2,179.70	\$ 2,322.30	\$ 2,475.10	\$ 2,637.20	\$ 3,273.90
XF	\$ 794.80	\$ 1,160.70	\$ 1,327.70	\$ 1,415.60	\$ 1,508.60	\$ 1,607.50	\$ 1,713.60	\$ 1,825.80	\$ 1,946.30	\$ 2,074.10	\$ 2,209.90	\$ 2,449.80
XG	\$ 714.10	\$ 1,079.80	\$ 1,234.90	\$ 1,316.40	\$ 1,402.90	\$ 1,494.90	\$ 1,593.40	\$ 1,698.40	\$ 1,810.40	\$ 1,929.10	\$ 2,055.90	\$ 2,279.10
XH	\$ 794.80	\$ 1,201.50	\$ 1,374.50	\$ 1,465.60	\$ 1,561.70	\$ 1,664.50	\$ 1,773.80	\$ 1,890.20	\$ 2,014.80	\$ 2,147.20	\$ 2,287.80	\$ 2,536.20
XI	\$ 752.60	\$ 1,137.50	\$ 1,300.80	\$ 1,385.80	\$ 1,477.50	\$ 1,575.40	\$ 1,679.30	\$ 1,789.70	\$ 1,907.30	\$ 2,032.80	\$ 2,166.00	\$ 2,402.10
ZC	\$ 967.30	\$ 1,412.20	\$ 1,615.10	\$ 1,721.80	\$ 1,835.30	\$ 1,956.30	\$ 2,085.00	\$ 2,221.80	\$ 2,368.00	\$ 2,523.50	\$ 2,689.40	\$ 2,981.90
ZD	\$ 724.40	\$ 1,058.00	\$ 1,209.80	\$ 1,289.80	\$ 1,374.70	\$ 1,464.60	\$ 1,561.50	\$ 1,664.40	\$ 1,773.40	\$ 1,889.80	\$ 2,014.60	\$ 2,178.30
ZE	\$ 761.90	\$ 1,151.90	\$ 1,317.20	\$ 1,403.80	\$ 1,497.10	\$ 1,595.40	\$ 1,700.20	\$ 1,812.00	\$ 1,931.30	\$ 2,058.00	\$ 2,193.00	\$ 2,491.40
ZF	\$ 802.70	\$ 1,172.20	\$ 1,341.10	\$ 1,429.10	\$ 1,522.70	\$ 1,623.40	\$ 1,730.20	\$ 1,844.60	\$ 1,965.70	\$ 2,094.40	\$ 2,231.60	\$ 2,647.10
ZH	\$ 761.90	\$ 1,151.90	\$ 1,317.20	\$ 1,403.80	\$ 1,497.10	\$ 1,595.40	\$ 1,700.20	\$ 1,812.00	\$ 1,931.30	\$ 2,058.00	\$ 2,193.00	\$ 2,431.30
ZI	\$ 847.90	\$ 1,281.80	\$ 1,465.80	\$ 1,562.40	\$ 1,665.00	\$ 1,774.90	\$ 1,891.40	\$ 2,016.40	\$ 2,149.00	\$ 2,289.60	\$ 2,440.40	\$ 2,705.50
ZJ	\$ 802.70	\$ 1,213.70	\$ 1,388.20	\$ 1,479.50	\$ 1,576.90	\$ 1,680.70	\$ 1,791.40	\$ 1,909.50	\$ 2,035.00	\$ 2,168.50	\$ 2,310.40	\$ 2,740.40
Wage Sched	Entry	Step 1*	Step 2*	Step 3*	Step 4*	Step 5*	Step 6*	Step 7*				
W1	\$ 728.20	\$ 882.90	\$ 967.20	\$ 1,055.50	\$ 1,176.00	\$ 1,274.50	\$ 1,442.50	\$ 1,637.30				
W7	\$ 782.90	\$ 1,043.30	\$ 1,141.10	\$ 1,243.50	\$ 1,350.60	\$ 1,487.10	\$ 1,630.30	\$ 1,779.80				

\*Duration of Consideration Period between steps is six (6) months.

AT&T East Wage Schedules												
Effective 8-09-15												
2.50%												
Wage Sched	Entry	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VD	\$ 660.10	\$ 832.30	\$ 954.60	\$ 1,019.60	\$ 1,089.50	\$ 1,163.40	\$ 1,242.80	\$ 1,327.90	\$ 1,417.90	\$ 1,513.90	\$ 1,617.40	\$ 1,797.30
VE	\$ 660.10	\$ 867.40	\$ 994.20	\$ 1,062.20	\$ 1,134.40	\$ 1,212.10	\$ 1,295.10	\$ 1,383.20	\$ 1,477.40	\$ 1,577.40	\$ 1,685.00	\$ 1,872.20
VF	\$ 660.10	\$ 905.40	\$ 1,037.80	\$ 1,108.80	\$ 1,185.00	\$ 1,265.10	\$ 1,352.00	\$ 1,443.80	\$ 1,542.20	\$ 1,647.70	\$ 1,759.90	\$ 1,955.30
VG	\$ 660.10	\$ 947.70	\$ 1,086.30	\$ 1,160.80	\$ 1,240.20	\$ 1,324.60	\$ 1,415.20	\$ 1,510.90	\$ 1,614.20	\$ 1,724.10	\$ 1,841.50	\$ 2,047.30
VH	\$ 679.30	\$ 994.10	\$ 1,139.20	\$ 1,216.90	\$ 1,300.40	\$ 1,389.50	\$ 1,483.80	\$ 1,585.40	\$ 1,693.00	\$ 1,808.60	\$ 1,931.20	\$ 2,146.60
VI	\$ 714.10	\$ 1,045.40	\$ 1,198.00	\$ 1,280.00	\$ 1,367.30	\$ 1,460.30	\$ 1,560.10	\$ 1,666.50	\$ 1,780.10	\$ 1,901.40	\$ 2,030.70	\$ 2,256.30
VJ	\$ 752.60	\$ 1,101.30	\$ 1,261.90	\$ 1,348.10	\$ 1,440.20	\$ 1,538.90	\$ 1,643.90	\$ 1,756.20	\$ 1,875.80	\$ 2,003.40	\$ 2,139.90	\$ 2,378.10
VK	\$ 794.80	\$ 1,209.80	\$ 1,387.10	\$ 1,481.80	\$ 1,583.30	\$ 1,690.80	\$ 1,806.30	\$ 1,929.10	\$ 2,060.70	\$ 2,201.10	\$ 2,350.50	\$ 2,611.20
VL	\$ 841.40	\$ 1,231.30	\$ 1,411.20	\$ 1,508.00	\$ 1,610.90	\$ 1,720.90	\$ 1,837.80	\$ 1,963.50	\$ 2,096.90	\$ 2,239.70	\$ 2,392.00	\$ 2,658.30
VM	\$ 892.40	\$ 1,306.00	\$ 1,496.60	\$ 1,599.50	\$ 1,708.90	\$ 1,825.30	\$ 1,950.40	\$ 2,083.10	\$ 2,225.00	\$ 2,376.20	\$ 2,537.90	\$ 2,819.90
VN	\$ 948.80	\$ 1,388.30	\$ 1,591.10	\$ 1,699.20	\$ 1,816.30	\$ 1,940.10	\$ 2,072.50	\$ 2,214.40	\$ 2,364.50	\$ 2,525.70	\$ 2,697.10	\$ 2,997.70
VO	\$ 1,010.60	\$ 1,479.60	\$ 1,695.70	\$ 1,811.40	\$ 1,935.20	\$ 2,067.20	\$ 2,208.30	\$ 2,358.40	\$ 2,519.40	\$ 2,690.60	\$ 2,873.50	\$ 3,193.10
VO	\$ 660.10	\$ 832.30	\$ 954.60	\$ 1,019.60	\$ 1,089.50	\$ 1,163.40	\$ 1,242.80	\$ 1,327.90	\$ 1,417.90	\$ 1,513.90	\$ 1,617.40	\$ 1,756.20
VS	\$ 660.10	\$ 905.40	\$ 1,037.80	\$ 1,108.80	\$ 1,185.00	\$ 1,265.10	\$ 1,352.00	\$ 1,443.80	\$ 1,542.20	\$ 1,647.70	\$ 1,759.90	\$ 1,967.50
VU	\$ 679.30	\$ 994.10	\$ 1,139.20	\$ 1,216.90	\$ 1,300.40	\$ 1,389.50	\$ 1,483.80	\$ 1,585.40	\$ 1,693.00	\$ 1,808.60	\$ 1,931.20	\$ 2,296.30
VV	\$ 948.80	\$ 1,388.30	\$ 1,591.10	\$ 1,699.20	\$ 1,816.30	\$ 1,940.10	\$ 2,072.50	\$ 2,214.40	\$ 2,364.50	\$ 2,525.70	\$ 2,697.10	\$ 3,072.80
VW	\$ 948.80	\$ 1,388.30	\$ 1,591.10	\$ 1,699.20	\$ 1,816.30	\$ 1,940.10	\$ 2,072.50	\$ 2,214.40	\$ 2,364.50	\$ 2,525.70	\$ 2,697.10	\$ 3,166.20
VX	\$ 1,078.90	\$ 1,578.70	\$ 1,809.40	\$ 1,933.10	\$ 2,065.00	\$ 2,206.70	\$ 2,356.90	\$ 2,517.70	\$ 2,689.40	\$ 2,872.30	\$ 3,067.40	\$ 3,508.30
VY	\$ 679.30	\$ 994.10	\$ 1,139.20	\$ 1,216.90	\$ 1,300.40	\$ 1,389.50	\$ 1,483.80	\$ 1,585.40	\$ 1,693.00	\$ 1,808.60	\$ 1,931.20	\$ 2,466.40
W2	\$ 917.30	\$ 1,342.40	\$ 1,538.50	\$ 1,643.50	\$ 1,755.90	\$ 1,876.10	\$ 2,003.90	\$ 2,140.70	\$ 2,286.10	\$ 2,441.90	\$ 2,608.00	\$ 2,898.60
WF	\$ 660.10	\$ 966.00	\$ 1,107.70	\$ 1,183.50	\$ 1,264.10	\$ 1,350.30	\$ 1,442.60	\$ 1,540.60	\$ 1,645.40	\$ 1,757.40	\$ 1,876.80	\$ 2,085.70
WG	\$ 690.90	\$ 1,011.40	\$ 1,158.90	\$ 1,238.10	\$ 1,322.30	\$ 1,412.80	\$ 1,509.60	\$ 1,612.00	\$ 1,722.10	\$ 1,839.40	\$ 1,964.60	\$ 2,182.80
WH	\$ 724.40	\$ 1,060.40	\$ 1,215.30	\$ 1,298.60	\$ 1,387.20	\$ 1,481.20	\$ 1,582.80	\$ 1,690.90	\$ 1,805.60	\$ 1,928.50	\$ 2,060.40	\$ 2,288.80
WJ	\$ 802.70	\$ 1,174.90	\$ 1,347.20	\$ 1,438.80	\$ 1,536.50	\$ 1,641.80	\$ 1,753.80	\$ 1,873.90	\$ 2,001.40	\$ 2,137.20	\$ 2,282.30	\$ 2,536.20
WK	\$ 847.90	\$ 1,240.70	\$ 1,422.10	\$ 1,519.20	\$ 1,623.00	\$ 1,734.00	\$ 1,851.80	\$ 1,978.70	\$ 2,113.20	\$ 2,256.90	\$ 2,410.90	\$ 2,678.70
WM	\$ 951.80	\$ 1,442.50	\$ 1,653.30	\$ 1,766.40	\$ 1,886.60	\$ 2,015.90	\$ 2,153.40	\$ 2,299.90	\$ 2,456.40	\$ 2,623.20	\$ 2,802.20	\$ 3,113.60
WN	\$ 1,011.90	\$ 1,480.90	\$ 1,696.90	\$ 1,813.30	\$ 1,937.10	\$ 2,069.30	\$ 2,210.90	\$ 2,361.50	\$ 2,522.40	\$ 2,693.80	\$ 2,877.00	\$ 3,197.40
WO	\$ 1,078.10	\$ 1,577.90	\$ 1,808.40	\$ 1,932.50	\$ 2,064.10	\$ 2,205.20	\$ 2,355.30	\$ 2,515.80	\$ 2,687.40	\$ 2,870.10	\$ 3,065.50	\$ 3,406.10
WP	\$ 1,150.80	\$ 1,684.30	\$ 1,930.10	\$ 2,062.10	\$ 2,203.00	\$ 2,353.70	\$ 2,514.10	\$ 2,685.10	\$ 2,868.50	\$ 3,064.10	\$ 3,272.30	\$ 3,636.20
XA	\$ 1,010.60	\$ 1,479.60	\$ 1,695.70	\$ 1,811.40	\$ 1,935.20	\$ 2,067.20	\$ 2,208.30	\$ 2,358.40	\$ 2,519.40	\$ 2,690.60	\$ 2,873.50	\$ 3,344.50
XE	\$ 948.80	\$ 1,388.30	\$ 1,591.10	\$ 1,699.20	\$ 1,816.30	\$ 1,940.10	\$ 2,072.50	\$ 2,214.40	\$ 2,364.50	\$ 2,525.70	\$ 2,697.10	\$ 3,355.70
XF	\$ 794.80	\$ 1,163.30	\$ 1,333.70	\$ 1,425.30	\$ 1,522.30	\$ 1,625.80	\$ 1,737.00	\$ 1,854.80	\$ 1,981.70	\$ 2,116.50	\$ 2,260.10	\$ 2,511.00
XG	\$ 714.10	\$ 1,082.30	\$ 1,240.50	\$ 1,325.40	\$ 1,415.70	\$ 1,511.90	\$ 1,615.10	\$ 1,725.40	\$ 1,843.30	\$ 1,968.60	\$ 2,102.60	\$ 2,336.10
XH	\$ 794.80	\$ 1,204.20	\$ 1,380.70	\$ 1,475.60	\$ 1,575.90	\$ 1,683.40	\$ 1,798.00	\$ 1,920.30	\$ 2,051.40	\$ 2,191.10	\$ 2,339.80	\$ 2,599.60
XI	\$ 752.60	\$ 1,140.10	\$ 1,306.70	\$ 1,395.20	\$ 1,490.90	\$ 1,593.30	\$ 1,702.20	\$ 1,818.20	\$ 1,942.00	\$ 2,074.40	\$ 2,215.20	\$ 2,462.20
ZC	\$ 967.30	\$ 1,415.40	\$ 1,622.40	\$ 1,733.50	\$ 1,852.00	\$ 1,978.50	\$ 2,113.40	\$ 2,257.10	\$ 2,411.10	\$ 2,575.10	\$ 2,750.50	\$ 3,056.40
ZD	\$ 724.40	\$ 1,060.40	\$ 1,215.30	\$ 1,298.60	\$ 1,387.20	\$ 1,481.20	\$ 1,582.80	\$ 1,690.90	\$ 1,805.60	\$ 1,928.50	\$ 2,060.40	\$ 2,232.80
ZE	\$ 761.90	\$ 1,154.50	\$ 1,323.20	\$ 1,413.40	\$ 1,510.70	\$ 1,613.50	\$ 1,723.40	\$ 1,840.80	\$ 1,966.40	\$ 2,100.10	\$ 2,242.80	\$ 2,553.70
ZF	\$ 802.70	\$ 1,174.90	\$ 1,347.20	\$ 1,438.80	\$ 1,536.50	\$ 1,641.80	\$ 1,753.80	\$ 1,873.90	\$ 2,001.40	\$ 2,137.20	\$ 2,282.30	\$ 2,713.30
ZH	\$ 761.90	\$ 1,154.50	\$ 1,323.20	\$ 1,413.40	\$ 1,510.70	\$ 1,613.50	\$ 1,723.40	\$ 1,840.80	\$ 1,966.40	\$ 2,100.10	\$ 2,242.80	\$ 2,492.10
ZI	\$ 847.90	\$ 1,284.70	\$ 1,472.50	\$ 1,573.10	\$ 1,680.10	\$ 1,795.10	\$ 1,917.20	\$ 2,048.50	\$ 2,188.10	\$ 2,336.40	\$ 2,495.90	\$ 2,773.10
ZJ	\$ 802.70	\$ 1,216.50	\$ 1,394.50	\$ 1,489.60	\$ 1,591.20	\$ 1,699.80	\$ 1,815.80	\$ 1,939.90	\$ 2,072.00	\$ 2,212.90	\$ 2,362.90	\$ 2,808.90
Wage Sched	Entry	Step 1*	Step 2*	Step 3*	Step 4*	Step 5*	Step 6*	Step 7*				
W1	\$ 728.20	\$ 886.10	\$ 974.10	\$ 1,066.80	\$ 1,192.80	\$ 1,297.30	\$ 1,473.40	\$ 1,678.20				
W7	\$ 782.90	\$ 1,047.00	\$ 1,149.30	\$ 1,256.80	\$ 1,369.90	\$ 1,513.70	\$ 1,665.20	\$ 1,824.30				

\*Duration of Consideration Period between steps is six (6) months.

**East Wage Schedules**  
**Effective 4-16-2016**  
**2.50%**

Wage Sched.	Entry	Step .5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10					
VH	\$ 679.31	\$ 996.39	\$ 1144.45	\$ 1225.18	\$ 1312.24	\$ 1405.34	\$ 1504.13	\$ 1610.61	\$ 1723.82	\$ 1845.68	\$ 1975.04	\$ 2200.27					
VI	\$ 714.11	\$ 1047.81	\$ 1203.40	\$ 1288.71	\$ 1379.74	\$ 1476.95	\$ 1581.32	\$ 1693.00	\$ 1812.50	\$ 1940.19	\$ 2076.80	\$ 2312.71					
VJ	\$ 752.60	\$ 1103.83	\$ 1267.58	\$ 1357.27	\$ 1453.31	\$ 1556.45	\$ 1666.26	\$ 1784.12	\$ 1909.94	\$ 2044.47	\$ 2188.48	\$ 2437.55					
VK	\$ 794.80	\$ 1212.46	\$ 1393.48	\$ 1491.87	\$ 1597.71	\$ 1710.08	\$ 1830.87	\$ 1959.77	\$ 2098.20	\$ 2246.00	\$ 2403.86	\$ 2676.48					
VL	\$ 841.40	\$ 1234.13	\$ 1417.69	\$ 1518.26	\$ 1625.56	\$ 1740.34	\$ 1862.79	\$ 1994.72	\$ 2135.07	\$ 2285.62	\$ 2446.30	\$ 2724.76					
VM	\$ 892.40	\$ 1309.01	\$ 1503.49	\$ 1610.38	\$ 1724.46	\$ 1846.11	\$ 1976.93	\$ 2116.22	\$ 2265.50	\$ 2424.68	\$ 2595.51	\$ 2890.40					
VN	\$ 948.80	\$ 1391.36	\$ 1598.26	\$ 1710.75	\$ 1832.83	\$ 1962.22	\$ 2100.69	\$ 2249.61	\$ 2407.54	\$ 2577.22	\$ 2758.33	\$ 3072.65					
VR	\$ 714.11	\$ 1047.81	\$ 1203.40	\$ 1288.71	\$ 1379.74	\$ 1476.95	\$ 1581.32	\$ 1693.00	\$ 1812.50	\$ 1940.19	\$ 2076.80	\$ 2312.71					
VS	\$ 660.11	\$ 907.48	\$ 1042.58	\$ 1116.34	\$ 1195.78	\$ 1279.40	\$ 1370.39	\$ 1466.76	\$ 1570.27	\$ 1681.32	\$ 1799.85	\$ 2016.69					
VV	\$ 948.80	\$ 1391.36	\$ 1598.26	\$ 1710.75	\$ 1832.83	\$ 1962.22	\$ 2100.69	\$ 2249.61	\$ 2407.54	\$ 2577.22	\$ 2758.33	\$ 3149.62					
VW	\$ 948.80	\$ 1391.36	\$ 1598.26	\$ 1710.75	\$ 1832.83	\$ 1962.22	\$ 2100.69	\$ 2249.61	\$ 2407.54	\$ 2577.22	\$ 2758.33	\$ 3245.36					
VX	\$ 1078.91	\$ 1582.34	\$ 1817.73	\$ 1946.25	\$ 2083.80	\$ 2231.86	\$ 2388.96	\$ 2557.74	\$ 2738.35	\$ 2931.19	\$ 3137.03	\$ 3596.01					
W2	\$ 917.30	\$ 1345.35	\$ 1545.58	\$ 1654.68	\$ 1771.88	\$ 1897.49	\$ 2031.36	\$ 2174.74	\$ 2327.71	\$ 2491.72	\$ 2667.20	\$ 2971.07					
WF	\$ 660.10	\$ 968.22	\$ 1112.69	\$ 1191.55	\$ 1275.61	\$ 1365.70	\$ 1462.22	\$ 1565.10	\$ 1675.35	\$ 1793.60	\$ 1919.40	\$ 2137.85					
WJ	\$ 852.10	\$ 1177.61	\$ 1353.26	\$ 1448.58	\$ 1550.49	\$ 1660.35	\$ 1777.65	\$ 1903.70	\$ 2037.83	\$ 2180.80	\$ 2334.11	\$ 2599.61					
WM	\$ 951.80	\$ 1445.82	\$ 1660.91	\$ 1778.41	\$ 1903.77	\$ 2038.89	\$ 2182.90	\$ 2336.47	\$ 2501.11	\$ 2676.98	\$ 2865.81	\$ 3191.44					
WN	\$ 1011.90	\$ 1484.31	\$ 1704.71	\$ 1825.63	\$ 1954.73	\$ 2092.89	\$ 2240.97	\$ 2399.05	\$ 2568.31	\$ 2749.02	\$ 2942.31	\$ 3277.34					
WO	\$ 1078.10	\$ 1581.53	\$ 1816.72	\$ 1945.65	\$ 2082.89	\$ 2230.34	\$ 2387.34	\$ 2555.80	\$ 2736.31	\$ 2928.65	\$ 3135.09	\$ 3491.26					
WP	\$ 1150.80	\$ 1688.18	\$ 1938.79	\$ 2076.13	\$ 2223.05	\$ 2380.30	\$ 2548.30	\$ 2728.47	\$ 2920.71	\$ 3126.61	\$ 3346.59	\$ 3727.11					
XA	\$ 1010.60	\$ 1483.00	\$ 1703.50	\$ 1823.72	\$ 1952.81	\$ 2090.77	\$ 2238.33	\$ 2395.90	\$ 2565.25	\$ 2745.49	\$ 2938.73	\$ 3428.11					
XF	\$ 794.81	\$ 1165.86	\$ 1339.70	\$ 1435.13	\$ 1536.16	\$ 1644.34	\$ 1760.80	\$ 1884.29	\$ 2017.77	\$ 2159.68	\$ 2311.41	\$ 2573.78					
XG	\$ 714.11	\$ 1084.79	\$ 1246.08	\$ 1334.41	\$ 1428.58	\$ 1529.14	\$ 1637.07	\$ 1752.84	\$ 1876.85	\$ 2008.96	\$ 2150.33	\$ 2394.50					
XH	\$ 794.80	\$ 1206.85	\$ 1386.91	\$ 1485.64	\$ 1590.24	\$ 1702.59	\$ 1822.45	\$ 1950.83	\$ 2088.74	\$ 2235.80	\$ 2392.93	\$ 2664.60					
XI	\$ 752.60	\$ 1142.72	\$ 1312.58	\$ 1404.97	\$ 1504.47	\$ 1611.46	\$ 1725.35	\$ 1847.11	\$ 1977.34	\$ 2116.93	\$ 2265.49	\$ 2523.75					
ZC	\$ 967.30	\$ 1418.66	\$ 1629.70	\$ 1745.29	\$ 1868.85	\$ 2000.86	\$ 2142.14	\$ 2292.99	\$ 2454.99	\$ 2627.64	\$ 2812.94	\$ 3132.81					
ZD	\$ 724.40	\$ 1062.84	\$ 1220.77	\$ 1307.43	\$ 1399.82	\$ 1497.94	\$ 1604.33	\$ 1717.79	\$ 1838.46	\$ 1968.04	\$ 2107.17	\$ 2288.62					
ZE	\$ 761.90	\$ 1157.16	\$ 1329.29	\$ 1423.01	\$ 1524.45	\$ 1631.74	\$ 1746.84	\$ 1870.07	\$ 2002.19	\$ 2143.16	\$ 2293.71	\$ 2617.55					
ZI	\$ 802.70	\$ 1219.30	\$ 1400.78	\$ 1499.73	\$ 1605.68	\$ 1719.18	\$ 1840.49	\$ 1970.75	\$ 2109.71	\$ 2258.27	\$ 2416.54	\$ 2879.13					
Wage Sched.	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
W3	\$ 1284.00	\$ 1349.77	\$ 1419.06	\$ 1491.61	\$ 1569.94	\$ 1652.24	\$ 1737.98	\$ 1831.50	\$ 1928.59	\$ 2032.31	\$ 2140.20	\$ 2241.27	\$ 2398.91	\$ 2568.06	\$ 2748.28	\$ 2942.39	\$ 3277.86

Duration of Consideration Period between steps is six (6) months

**East Wage Schedules**  
**Effective 4-16-2017**  
**2.25%**

Wage Sched.	Entry	Step .5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10					
VH	\$ 679.31	\$ 998.48	\$ 1149.14	\$ 1232.65	\$ 1323.00	\$ 1419.82	\$ 1522.63	\$ 1633.64	\$ 1752.09	\$ 1879.64	\$ 2015.33	\$ 2249.78					
VI	\$ 714.11	\$ 1050.01	\$ 1208.21	\$ 1296.57	\$ 1391.06	\$ 1492.16	\$ 1600.61	\$ 1717.21	\$ 1842.23	\$ 1975.69	\$ 2119.16	\$ 2364.74					
VJ	\$ 752.60	\$ 1106.15	\$ 1272.65	\$ 1365.55	\$ 1465.23	\$ 1572.48	\$ 1686.59	\$ 1809.64	\$ 1941.27	\$ 2082.09	\$ 2233.12	\$ 2492.40					
VK	\$ 794.80	\$ 1214.89	\$ 1399.20	\$ 1500.97	\$ 1610.81	\$ 1727.69	\$ 1853.20	\$ 1987.79	\$ 2132.62	\$ 2287.10	\$ 2452.90	\$ 2736.70					
VL	\$ 841.40	\$ 1236.72	\$ 1423.50	\$ 1527.52	\$ 1638.89	\$ 1758.10	\$ 1885.52	\$ 2023.24	\$ 2170.08	\$ 2327.67	\$ 2496.20	\$ 2786.06					
VM	\$ 892.40	\$ 1311.76	\$ 1509.65	\$ 1620.20	\$ 1738.60	\$ 1865.13	\$ 2001.05	\$ 2146.49	\$ 2302.65	\$ 2469.05	\$ 2648.46	\$ 2955.43					
VN	\$ 948.80	\$ 1394.14	\$ 1604.66	\$ 1721.19	\$ 1847.86	\$ 1982.43	\$ 2126.32	\$ 2281.78	\$ 2447.02	\$ 2624.39	\$ 2814.60	\$ 3141.78					
VR	\$ 714.11	\$ 1050.01	\$ 1208.21	\$ 1296.57	\$ 1391.06	\$ 1492.16	\$ 1600.61	\$ 1717.21	\$ 1842.23	\$ 1975.69	\$ 2119.16	\$ 2364.74					
VS	\$ 660.11	\$ 909.39	\$ 1046.85	\$ 1123.15	\$ 1205.59	\$ 1292.45	\$ 1387.11	\$ 1487.73	\$ 1596.02	\$ 1712.09	\$ 1836.57	\$ 2062.07					
VV	\$ 948.80	\$ 1394.14	\$ 1604.66	\$ 1721.19	\$ 1847.86	\$ 1982.43	\$ 2126.32	\$ 2281.78	\$ 2447.02	\$ 2624.39	\$ 2814.60	\$ 3220.49					
VW	\$ 948.80	\$ 1394.14	\$ 1604.66	\$ 1721.19	\$ 1847.86	\$ 1982.43	\$ 2126.32	\$ 2281.78	\$ 2447.02	\$ 2624.39	\$ 2814.60	\$ 3318.38					
VX	\$ 1078.91	\$ 1585.66	\$ 1825.18	\$ 1958.12	\$ 2100.88	\$ 2254.85	\$ 2418.10	\$ 2594.31	\$ 2783.26	\$ 2985.12	\$ 3201.03	\$ 3676.92					
WZ	\$ 917.30	\$ 1348.04	\$ 1551.92	\$ 1664.77	\$ 1786.41	\$ 1917.04	\$ 2056.34	\$ 2205.84	\$ 2365.89	\$ 2537.32	\$ 2721.61	\$ 3037.91					
WF	\$ 660.10	\$ 970.26	\$ 1117.14	\$ 1198.82	\$ 1286.07	\$ 1379.76	\$ 1480.06	\$ 1587.48	\$ 1702.82	\$ 1826.78	\$ 1958.56	\$ 2185.95					
WJ	\$ 875.28	\$ 1180.08	\$ 1358.68	\$ 1457.42	\$ 1563.20	\$ 1677.29	\$ 1799.34	\$ 1930.92	\$ 2071.25	\$ 2220.71	\$ 2381.73	\$ 2658.10					
WM	\$ 951.80	\$ 1448.86	\$ 1667.72	\$ 1789.26	\$ 1919.38	\$ 2059.89	\$ 2209.75	\$ 2369.88	\$ 2542.12	\$ 2726.23	\$ 2924.27	\$ 3263.25					
WN	\$ 1011.90	\$ 1487.43	\$ 1711.70	\$ 1836.77	\$ 1970.76	\$ 2114.45	\$ 2268.31	\$ 2433.36	\$ 2610.43	\$ 2799.60	\$ 3002.33	\$ 3351.08					
WO	\$ 1078.10	\$ 1584.85	\$ 1824.17	\$ 1957.51	\$ 2099.97	\$ 2253.31	\$ 2416.46	\$ 2592.35	\$ 2781.19	\$ 2982.25	\$ 3199.05	\$ 3569.81					
WP	\$ 1150.80	\$ 1691.72	\$ 1946.54	\$ 2088.79	\$ 2241.28	\$ 2404.58	\$ 2579.39	\$ 2767.76	\$ 2968.61	\$ 3183.83	\$ 3414.86	\$ 3810.96					
XA	\$ 1010.60	\$ 1486.12	\$ 1710.48	\$ 1834.84	\$ 1968.83	\$ 2112.30	\$ 2265.64	\$ 2430.16	\$ 2607.32	\$ 2795.73	\$ 2998.68	\$ 3505.24					
XF	\$ 794.81	\$ 1168.19	\$ 1345.06	\$ 1444.03	\$ 1548.75	\$ 1661.28	\$ 1782.45	\$ 1911.24	\$ 2050.86	\$ 2199.20	\$ 2358.56	\$ 2631.68					
XG	\$ 714.11	\$ 1087.07	\$ 1251.07	\$ 1342.55	\$ 1440.30	\$ 1544.89	\$ 1657.04	\$ 1777.90	\$ 1907.63	\$ 2045.92	\$ 2194.20	\$ 2448.38					
XH	\$ 794.80	\$ 1209.26	\$ 1392.46	\$ 1494.70	\$ 1603.28	\$ 1720.12	\$ 1844.68	\$ 1978.73	\$ 2122.99	\$ 2276.72	\$ 2441.74	\$ 2724.56					
XI	\$ 752.60	\$ 1145.12	\$ 1317.83	\$ 1413.82	\$ 1516.81	\$ 1628.06	\$ 1746.40	\$ 1873.53	\$ 2009.77	\$ 2155.88	\$ 2311.70	\$ 2580.54					
ZC	\$ 967.30	\$ 1421.63	\$ 1636.22	\$ 1755.94	\$ 1884.18	\$ 2021.27	\$ 2168.28	\$ 2325.78	\$ 2495.25	\$ 2675.72	\$ 2870.32	\$ 3203.30					
ZD	\$ 724.40	\$ 1065.07	\$ 1225.66	\$ 1315.41	\$ 1411.30	\$ 1513.22	\$ 1623.90	\$ 1742.35	\$ 1868.61	\$ 2004.25	\$ 2150.16	\$ 2340.11					
ZE	\$ 761.90	\$ 1159.59	\$ 1334.74	\$ 1431.69	\$ 1536.95	\$ 1648.38	\$ 1768.15	\$ 1896.81	\$ 2035.02	\$ 2182.59	\$ 2340.50	\$ 2676.44					
ZJ	\$ 802.70	\$ 1221.86	\$ 1406.38	\$ 1508.88	\$ 1618.85	\$ 1736.89	\$ 1862.95	\$ 1998.93	\$ 2144.31	\$ 2299.82	\$ 2465.84	\$ 2943.91					
Wage Sched.	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
W3	\$ 1284.00	\$ 1352.74	\$ 1425.45	\$ 1501.45	\$ 1584.07	\$ 1670.74	\$ 1760.92	\$ 1860.25	\$ 1963.69	\$ 2073.77	\$ 2188.35	\$ 2268.62	\$ 2432.98	\$ 2609.91	\$ 2798.57	\$ 3002.71	\$ 3351.94

\* Duration of Consideration Period between steps is six (6) months



AT&T East Sales Consultant (Leveraged Title) Wage Schedules							
Effective 8-10-13							
5.00%							
Wage Sched	Entry	Step 1*	Step 2*	Step 3*	Step 4*	Step 5*	Step 6*
Total Target Comp (biweekly)	\$1,649.30	\$1,711.80	\$1,774.30	\$1,938.50	\$2,109.50	\$2,287.60	\$2,473.30
Base Wage (biweekly)	\$660.00	\$722.50	\$785.00	\$949.20	\$1,120.20	\$1,298.30	\$1,484.00
Target Incentive (biweekly)	\$989.30	\$989.30	\$989.30	\$989.30	\$989.30	\$989.30	\$989.30
Effective 8-10-14							
3.00%							
Wage Sched	Entry	Step 1*	Step 2*	Step 3*	Step 4*	Step 5*	Step 6*
Total Target Comp (biweekly)	\$1,679.00	\$1,745.10	\$1,811.90	\$1,982.40	\$2,161.60	\$2,349.80	\$2,547.50
Base Wage (biweekly)	\$660.00	\$726.10	\$792.90	\$963.40	\$1,142.60	\$1,330.80	\$1,528.50
Target Incentive (biweekly)	\$1,019.00	\$1,019.00	\$1,019.00	\$1,019.00	\$1,019.00	\$1,019.00	\$1,019.00
Effective 1-20-15							
Minimum Wage Adjustment							
Wage Sched	Entry	Step 1*	Step 2*	Step 3*	Step 4*	Step 5*	Step 6*
Total Target Comp (biweekly)		\$1,751.00	\$1,811.90	\$1,982.40	\$2,161.60	\$2,349.80	\$2,547.50
Base Wage (biweekly)	Eliminated	\$732.00	\$792.90	\$963.40	\$1,142.60	\$1,330.80	\$1,528.50
Target Incentive (biweekly)	Eliminated	\$1,019.00	\$1,019.00	\$1,019.00	\$1,019.00	\$1,019.00	\$1,019.00
Effective 8-09-15							
2.50%							
Wage Sched	Entry	Step 1*	Step 2*	Step 3*	Step 4*	Step 5*	Step 6*
Total Target Comp (biweekly)		\$1,776.50	\$1,844.00	\$2,019.90	\$2,206.10	\$2,403.00	\$2,611.20
Base Wage (biweekly)	Eliminated	\$732.00	\$799.50	\$975.40	\$1,161.60	\$1,358.50	\$1,566.70
Target Incentive (biweekly)	Eliminated	\$1,044.50	\$1,044.50	\$1,044.50	\$1,044.50	\$1,044.50	\$1,044.50
Effective 11-01-15							
Rebalanced Wage Table							
Wage Sched	Entry	Step 1*	Step 2*	Step 3*	Step 4*	Step 5*	Step 6*
Total Target Comp (biweekly)		\$1,776.50	\$1,844.00	\$2,019.90	\$2,206.10	\$2,403.00	\$2,611.20
Base Wage (biweekly)	Eliminated	\$1,000.00	\$1,067.50	\$1,243.40	\$1,429.60	\$1,626.50	\$1,834.70
Target Incentive (biweekly)	Eliminated	\$776.50	\$776.50	\$776.50	\$776.50	\$776.50	\$776.50
Effective 4-17-2016							
2.50%							
Wage Sched	Entry	Step 1*	Step 2*	Step 3*	Step 4*	Step 5*	Step 6*
Total Target Comp (biweekly)		\$1,800.03	\$1,872.22	\$2,054.61	\$2,248.90	\$2,455.58	\$2,676.48
Base Wage (biweekly)	Eliminated	\$1,004.11	\$1,076.31	\$1,258.70	\$1,452.98	\$1,659.66	\$1,880.57
Target Incentive (biweekly)	Eliminated	\$795.91	\$795.91	\$795.91	\$795.91	\$795.91	\$795.91
Effective 4-16-2017							
2.25%							
Wage Sched	Entry	Step 1*	Step 2*	Step 3*	Step 4*	Step 5*	Step 6*
Total Target Comp (biweekly)		\$1,824.06	\$1,901.01	\$2,089.99	\$2,292.56	\$2,509.32	\$2,738.69
Base Wage (biweekly)	Eliminated	\$1,008.25	\$1,085.20	\$1,274.18	\$1,476.75	\$1,693.51	\$1,922.88
Target Incentive (biweekly)	Eliminated	\$815.81	\$815.81	\$815.81	\$815.81	\$815.81	\$815.81

\* Duration of Consideration Period between steps is six (6) months.

## Appendix E



## **1. General**

Whenever the Company determines it appropriate to create a new job title in the Bargaining Unit or restructure an existing Bargaining Unit job title, it shall notify the President of the Union in writing. Restructure, for purposes of this Appendix, shall be limited to those situations in which the duties of an existing Bargaining Unit job title are so significantly changed by the Company that the associated job specification document ("Job Spec") no longer reflects the major functions of the restructured job. The notification shall include the job title, the new job spec for the job title, and the initial Wage Schedule for the job title. The initial Wage Schedule shall be classified as temporary until finalized as described below.

## **2. Staffing**

Following the notice to the Union, the Company may proceed to staff the Bargaining Unit job title.

## **3. Review and Finalization**

The Union shall have the right, within thirty (30) days from receipt of notice from the Company, to initiate negotiations concerning the initial Wage Schedule established as temporary by the Company.

a) If negotiations are not so initiated within thirty (30) days as outlined above, the temporary designation shall be removed and the Wage Schedule will be final. If negotiations are so initiated, and agreement is reached between the parties within sixty (60) days following the receipt of notice from the Company, at the beginning of the next bi-weekly payroll period the agreed upon Wage Schedule shall replace the Wage Schedule designated as temporary.

b) If negotiations are so initiated and the parties are unable to reach agreement within sixty (60) days following receipt of notice from the Company, the issue of an appropriate Wage Schedule shall be subject to a binding mediation process. A mediation conference shall be held as soon as possible following the conclusion of negotiations but no later than ninety (90) days from receipt of notice from the Company.

1) If agreement is reached in the mediation process, at the beginning of the next bi-weekly payroll period the agreed upon Wage Schedule shall replace the Wage Schedule designated as temporary.

2) If no agreement is reached in the mediation process, each party shall submit a final proposed permanent Wage Schedule to the mediator at the conclusion of the mediation conference. The mediator shall determine which of the final submissions is appropriate, taking into account the facts, discussions and arguments presented by the parties during the conference. At the beginning of the next bi-weekly payroll period the Wage Schedule designated by the mediator shall replace the Wage Schedule designated as temporary. Retroactive payment will be made if required.

3) c) The mediator used in the mediation processes referred to in Paragraph b) above shall be selected by mutual agreement of the parties from a list of mediators compiled by the American Arbitration Association. Such individuals on the list shall possess acknowledged expertise in the area of job evaluation. The parties will split the cost of the mediator

## **POLICIES and PROCEDURES**

### **Part 1**

## **Policies and Procedures**

### **Part 1**

#### **TRANSFER PLAN**

##### **I. General**

A. This Transfer Plan specifies procedures to be followed in the handling of bargaining unit advancements, laterals and downgrades to jobs in the same or different departments within the Company and its subsidiaries. An advancement is considered to be a move to another bargaining unit job title with a higher maximum basic rate of pay than the employee's present job. A lateral move is a move to the same job title in a new location or a different job title with the same maximum basic rate of pay. A downgrade is a move to another job with a lower maximum basic rate of pay.

B. Employees shall have access to available bargaining unit jobs within the Company, as posed on the web site.

C. 1. All employees may make requests for consideration to any bargaining unit job in any location provided they have met minimum residency\* on their present title and location and have not been moved at their own request.

2. An employee may submit an unlimited number of bids for transfer. A bid shall relate to one open requisition for a specific title in a specific location.

3. Title to title location changes may be requested prior to fulfilling the residency requirement. The minimum length of time on location is twelve (12) months for a sixteen (16) month residency requirement, and fourteen (14) months for a twenty-eight (28) month residency requirement. For purposes of this section only, movement between the title Service Representative (B01245) and the title Service Representative - Spanish Center (B01271) shall be considered as "title to title" location changes and shall be subject to the residency provisions of this paragraph.

\* Residency is fourteen (14) or twenty-eight (28) months depending on Job Classification in Appendix A.

4. Upgrade request(s) on file will be considered after six (6) months for employees who have met the residency requirement for that title and subsequently changed location title to title. New requests will be considered after 12 months.

D. There shall be a 1-week "posting" of open vacancies for all Company-defined entities, in the Transfer Bureau process. This "posting" period will allow bargaining unit employees to bid for open jobs before candidate lists are drawn by the Transfer Bureau to fill the vacancies. The "posting" period will run on a 7 - day basis. Key process elements of this "posting" process will be as follows:

1. The Transfer Bureau will "post" the job vacancies received over the previous seven days on the Staffing Web Site: [//frontier.com/careers2](http://frontier.com/careers2).
2. Jobs will be "posted" for one calendar week.
3. Employees will have 24/7 access to the web site for bidding on open vacancies.
4. Following the closing of the job posting, the Transfer Bureau will draw candidate lists for all of the vacancies "posted." The candidate lists will be comprised of bids for the "posted" jobs.
5. The Staffing Web Site replaces current dial-in, toll-free, Job Posting number.
6. Responsibility to stay current on "posted" jobs will rest with the employee (there will be no other postings of these vacancies).
7. The Transfer Bureau will secure supervisory approval for bids submitted for "posted jobs".
8. All other normal Transfer Bureau rules will remain in place (e.g., residency, seniority, qualifications, selection procedures, etc.).

E. To enable entities, such as Business Units and Departments to effectively utilize their existing forces, lateral intradepartmental force rearrangements may be made, on a permanent transfer basis, senior volunteer or inverse seniority based on the seniority net credited service date anywhere within the following Company defined entities:

- AT&T Business Solutions
- Consumer Group
- Customer Information Services
- Human Resources
- Information Technology
- Network Services
- Purchasing and Logistics
- Finance
- Real Estate
- White Pages

F. Employees who have been moved under I.E. above, will have priority in returning to the original reporting center on a seniority basis when a vacancy occurs. If the return occurs in less than one year, the original move will be considered as having been a temporary move, and the appropriate treatment under Wage & Working Practices, Appendix B General all departments 2.02(a) and 7.03(c) will apply retroactively.

## **II. Transfer Requests**

A. An employee who wishes to be considered for another job and/or location should inform supervision and submit their bids for any desired posted position. Once the candidate's list is pulled, the Transfer Bureau will contact the supervisor for the employee's current job performance and attendance. Quantity and quality of work will be evaluated as either Satisfactory or Unsatisfactory. Attendance will be evaluated as either Satisfactory or Unsatisfactory.

B. To assure that transfer information (employee's desires, job performance, attendance, additional training, etc.) is current, the employee will have access to their profile.

C. If during the year an employee gains additional training or experience that could bear on determining additional factors according to the Job Specification, it will be the employee's responsibility to update their profile.

### **III. Transfer Qualifications**

A. The Placement Office (Transfer Bureau) will determine if the employee meets the basic qualifications for the particular job being requested and also if the employee has additional factors which indicate job related qualifications in addition to the basic qualifications. Following this review, the Placement Office (Transfer Bureau) will rate the employee as:

- a) Qualified with additional factors
- b) Qualified
- c) Not qualified

### **IV. Vacancies**

A. After lateral intradepartmental force rearrangements take place, including those returning from military, anticipated disability, care of newborn children, adoptive children care leaves, and lay-offs, an Employment Requisition is forwarded to the Placement Office (Transfer Bureau).

B. Generally the Placement Office (Transfer Bureau) will consider candidates for filling vacancies in the following sequence:

1. Honor employee or former employee "Article VII recall rights" to the vacancy's title and location in the following order. "Article VII recall rights" include "recall from layoff", "recall from involuntary re-deployment" and "buyback rights":
  - a) First: Combined seniority for "Recall From Layoff".
  - b) Second: Combined seniority for "Recall From Involuntary Redeployment" and "Buyback Rights".
2. Concurrent consideration of advancement, lateral and downgrade requests from anywhere in the company.
3. Consideration of qualified employees with either less than or more than the residency requirements on the job or location.
  - a. Employees may self-identify for job opportunities within their entities as expressed in Part I, Paragraph E(1) after completion of the 6 months period described in Part V, Paragraph D(1).
4. New hires.

C. If needs of the business dictate, steps 2 through 4 may be considered concurrently.

## **V. Selection**

### **A. General**

1. Upon receipt of an Employment Requisition, the Placement Office (Transfer Bureau) will secure the list of the applicants for the job in the Placement Office (Transfer Bureau) after the close of the posting period.
2. When qualifications are substantially equal, the senior employee, determined based on the seniority net credited service date, will be selected.
3. There is no declination penalty associated with the employee's bid during the posting period.

### **B. Placement Office (Transfer Bureau) Selected Jobs**

1. The Placement Office (Transfer Bureau) will maintain a list of those bargaining unit jobs designated as Placement Office (Transfer Bureau) Selected Jobs.
2. The Placement Office (Transfer Bureau) will make the selection for these jobs.

### **C. Department Selected Jobs**

1. All bargaining unit jobs not listed as Placement Office Selected jobs will be filled through hiring supervision.
2. The Placement Office (Transfer Bureau) will forward to hiring supervision a list of applicants for the position.
3. Hiring supervision shall notify the appropriate Business Agent before announcement of the selection is made.
4. The Placement Office (Transfer Bureau) on request of the supervisor of an employee not selected, reports the appropriate information concerning the selection received from hiring supervision. The Placement Office (Transfer Bureau), on request of the supervisor, also arranges for an interview with the hiring supervisor for an employee not satisfied with this information.

D. Retreats

1. If within 6 months (exclusive of any formal training) after placement in the new job the employee elects to return to the former job, or is disqualified by the Company on the basis of unsatisfactory performance in the new job, the employee may return to the former job or an equivalent job. The employee may not apply for transfer again until nine (9) months from the date of return.
2. The six month period within which retreat may be exercised may be extended by supervision, up to three months to take into consideration a period of extended excused absence.

**VI. Procedural Exceptions**

A. If an employee's condition, as indicated by medical authority and concurred in by the Company's medical group, is such that a change of job is necessary, transfer to a job with the same or lower maximum shall have priority over requests in the Placement Office (Transfer Bureau).

B. Nothing in these policies shall be construed in such a way as to prevent the Company from establishing limitations from or into any work force group where required for the safe and efficient operation of the business.

C. From time to time the Company may grant "Tight Labor Market" (TLM) wage credits to new hires into specific job titles and work locations. TLM wage credits will only be granted during a competitive labor market that makes it difficult to attract and produce sufficient flow of qualified individuals even after rigorous recruiting efforts and the use of other types of wage credit (i.e., for relevant work experience and/or education). TLM wage credits may be authorized by the hiring department for a maximum of six (6) months and up to a maximum of 8 steps on the wage progression schedule. Application of the TLM wage credit may be in combination with other types of wage credits granted to new hires in accordance with Staffing Office guidelines.

The Company will notify the Union, in writing, whenever TLM wage credit is authorized. Notification will include the job title, the work location, the amount of wage credit authorized, and the expected duration. The Company also agrees to discuss with the Union what impact, if any, such TLM authorization has on incumbent employees in the same job title and location.<sup>1</sup>

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<sup>1</sup>At a minimum, and if necessary, the Company will adjust the pay rates of all incumbent employees in the same job title and location up to the level of the TLM authorized wage credits granted to a new hire into that job title and location.



**Policies and Procedures**

**Part 3**

## **MEMORANDUM RELATING TO ABSENCES DUE TO MILITARY OR PUBLIC HEALTH SERVICE**

### **I. General**

1. The provisions of this memorandum apply to necessary absences of employees entering the Armed Forces or the Public Health Service on or after June 30, 1967 (the effective date of the Military Selective Service Act of 1967).
2. For the purposes of this memorandum:
  - a. "Armed Forces" means the Army, Air Force, Navy, Coast Guard and Marine Corps of the United States, membership in which requires the usual form of military induction or enlistment and subjects the individual to full time active duty under military regulations and carries military pay. It also includes Commissioned Officers of the Public Health Service entering on active duty with that organization.
  - b. "Employee" means a regular employee.
  - c. "Dependents" are those defined in the "Career Compensations Act of 1949."

<b>II. Leaves of Absence</b>
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Leaves of absence will be granted to employees entering the Armed Forces or the Public Health Service who:

- a. are inducted under selective service regulations;
- b. enlist or volunteer for active duty; or
- c. are ordered or called to active duty.

Such leaves of absence will be effective on the date of entry into the Armed Forces or Public Health Service.

### **III. Status Under the Benefit Plans**

1. Employees who are granted leaves of absence to enter the Armed Forces or Public Health Service and who make application for reinstatement within the period required by law upon release from active duty:
  - a. will receive upon reinstatement, full service credit for the period of absence
  - b. will be eligible to sickness benefits in accordance with the provisions of the Sickness and Accident Disability Plan if totally incapacitated and unable to work. Inability to work will be determined by the Employee's Benefit Committee on the basis of facts in each case. Benefits under this Plan will be computed on the basis of benefits net credited service and the rate of Company pay in effect at the time the leave of absence is terminated,
  - c. will be eligible to "make up" the contributions they could have made during the leave if they had remained actively at work, and receive Company matching contributions to their Savings Plan account, in accordance with the terms of the Plan and applicable laws.
2. Employees who are granted leaves of absence to enter the Armed Forces or Public Health Service will be eligible to death benefits in accordance with the provisions of the SNET Pension Plan. Death benefits, where payable, will be computed in accordance with Benefit Plan provisions. In addition, such employees will have the option of continuing or suspending Retirement Savings Plan loan repayments while on this leave.

#### **IV. Pay Treatment**

1. Except as indicated in Part VIII of this memorandum, employees who are granted leaves of absence to enter the Armed Forces or Public Health Service will receive compensatory pay to the difference between their Company pay and Government pay as follows:

- a. those with one year or more of service, without dependents - 3 months compensatory pay; with dependents - 6 months compensatory pay
- b. those with less than one year of service, without dependents - 2 weeks compensatory pay; with dependents - 3 months and 2 weeks compensatory pay.

2. For this purpose, government pay will include basic pay, pay for special or hazardous duty and the difference between quarters allowances established for members of the Armed Forces or Public Health Service with dependents and quarters allowances established for members of the Armed Forces or Public Health Service of equal rank without dependents.

3. Government pay will be determined in accordance with Paragraph 2 of this Section at the time of entry into the Armed Forces or Public Health Service. Company pay will include the employee's regular basic wage and any fixed differential. The rates so determined will be used in computing on a per diem basis, the compensatory payments to be made by the Company in accordance with Paragraph 1 of this Section. Such payments, less deductions required by law, will be made in one lump sum prior to entering the Armed Forces or Public Health Service except in cases covered by the second part of Paragraph 1(a) where two payments will be made. The first payment covering difference in pay for the first three months will be made prior to entry into the Armed Forces or Public Health Service and the second payment will be made three months later.

4. The pay treatment, for those employees who are ordered into active duty more than once, in order to fulfill the regulations of their respective reserve components, shall be the difference, if any, between the compensatory pay received for the initial period of duty and that amount eligible to be received, as of the subsequent period of active duty. Official and Employee Rate Service and vacation treatment will be in accordance with paragraphs VI and VII below and will be determined upon each entry into active duty.

5. In the event that the employee does not actually enter the Armed Forces or Public Health Service, the entire amount of the compensatory payment shall be returned to the Company. If the employee is discharged or released from the Armed Forces or Public Health Service prior to the expiration of the period covered by the compensatory payment then a pro-rata portion of the compensatory payment shall be returned to the Company.

## **V. Re-employment**

All employees who, on or after June 19, 1951, are granted leaves of absence to enter the Armed Forces or Public Health Service, and who make application for reinstatement within the period required by law at the time of release from such Forces or Service, will be reinstated in accordance with the provisions of the "Memorandum Relating To Reinstatement of Employees Returning From Military or Public Health Service Leaves of Absence" dated January 6, 1969 and in accordance with all applicable laws, including the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERA) regulations.

## **VI. Official and Employee Rate Service**

Official and employee rate service of employees granted leaves of absence to enter the Armed Forces or Public Health Service will be continued in this Company's territory in accordance with the following:

- a. for those without dependents - to the end of the third billing period after the date the leave begins;
- b. for those with dependents - the full period of the leave, except as indicated in Part VIII of this memorandum.

## **VII. Vacation**

Except as indicated in Part VIII of this memorandum, employees granted leaves of absence to enter the Armed Forces or Public Health Service will receive a lump sum payment in lieu of any unused vacation to which they may be entitled as of the date the leave begins.

## **VIII. Reenlistments and Voluntary Reentries Into the Armed Forces or Public Health Service**

Employees who have been granted leaves of absence under the terms of this memorandum, have been reinstated and who reenlist or voluntarily reenter the Armed Forces or Public Health Service during the same emergency period will not be entitled to the treatment provided in Parts IV, VI(B) and VII of the foregoing provisions. The following will apply instead:

- a. Pay Treatment - no compensatory pay.
- b. Official and Employee Rate Service - will be continued to the end of the third billing period after the date the leave begins.
- c. Vacation - no payment for unused vacation.

**MEMORANDUM RELATING TO REINSTATEMENT  
OF EMPLOYEES RETURNING FROM MILITARY  
OR PUBLIC HEALTH SERVICE LEAVES OF ABSENCE**

<b>I. General Policy</b>
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1. The Company intends to live up to and beyond the spirit of legislation covering the reinstatement of its employees returning from military or Public Health Service.
2. The Company earnestly desires to reinstate each employee, who has been in military or Public Health Service on leave of absence, as soon as released and upon notification of desire to be reinstated.
3. The Company is now reinstating all such returned employees regardless of length of service prior to induction, and will continue to do so unless circumstances beyond its control compel it to do otherwise.
4. Provisions will be made to expedite adjustments to the job, including retraining, and special arrangements for physical rehabilitation where indicated. In line with Company policy, consideration will be given so far as practicable to the value of usable military or Public Health Service experience in determining future treatment and placement.
5. It should be understood that each employee is entitled not only to consideration for a job, but also is entitled after reinstatement to benefits under the Benefit Plans, in accordance with service credited under terms of this memorandum.
6. An interdepartmental committee will coordinate the general procedures involved in reinstatement.

<b>II. Reinstatement</b>
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**General**

1. Employees will be placed in their former or equivalent positions in accordance with the following provisions:
  - a. Application for reinstatement is made within 90 days after release from military or Public Health Service, or from hospitalization continuing after discharge for a period of not more than one year
  - b. Military or Public Health Service has been satisfactorily completed as indicated by discharge papers
  - c. They are still qualified to perform the duties of such positions.

**Determination of Physical Condition to Aid in Placement**

1. Physical examinations will be required of all employees returning from military or Public Health Service leaves of absence in order to insure that they may be properly assigned.

Employees may be examined by the Company's physicians or by any physician acceptable to the Company. The Company will pay the cost of the examinations.

2. Employees who return from military or Public Health Service leaves of absence partially disabled will be reinstated initially as covered in Section V below. Special consideration will then be given to the assignment of duties which they may adequately perform and appropriate adjustments will be made after a careful appraisal of their value in the positions.

### **III. Extension of Military or Public Health Service Leaves of Absence**

1. Employees granted leaves of absence for military or Public Health Service will, under the conditions stated below, be entitled to have such leaves extended for a period up to ninety days beyond the date of discharge from military or Public Health Service or from hospitalization continuing after discharge for a period of not more than one year. Such extensions will be subject to the same conditions with respect to eligibility to benefits and credit for service as apply to their original military or Public Health Service leaves.

a. Cases not involving total disability

(1) If employees make application for reinstatement and are reinstated within ninety days following discharge from military or Public Health Service - the absence between discharge from military or Public Health Service and reinstatement will be covered by an extension of the military or Public Health Service leave of absence subject to the same provisions with respect to eligibility to benefits and credit for service.

(2) If employees make application for reinstatement within ninety days following discharge from military or Public Health Service but due to reasons acceptable to the Company, reinstatement occurs more than ninety days after discharge - the first ninety days of absence subsequent to discharge from military or Public Health Service will be covered by an extension of the military or Public Health Service leave of absence subject to the same provisions with respect to eligibility to benefits and credit for service. An application shall be made to the Benefit committee for a personal leave of absence to cover the absence between the expiration of the ninety-day period and the date of reinstatement. Personal leaves will be subject to such conditions as the Benefit Committee deems proper.

b. Hospitalization continuing after discharge from military or Public Health Service

(1) If employees are hospitalized for not more than one year immediately following discharge from military or Public Health Service, a military or Public Health Service leave of absence will be extended to cover:

(a) the period from date of discharge up to ninety days after release from hospitalization if they are ineligible to benefits, or

(b) the period extending from the expiration of sickness benefits under the Sickness and Accident Disability Plan up to ninety days after release from hospitalization.

(2) If such hospitalization should continue for more than one year, the leave will terminate one year after the date of discharge from military or Public Health Service.

2. If employees delay application for reinstatement for more than ninety days following discharge from military or Public Health Service or from hospitalization continuing after discharge for a period of not more than one year, the effective date of separation from the Company will be considered as having been the date of discharge from military or Public Health Service or the end of the ninety day period following hospitalization. However, where such employees are able to show that the delay in their application for reinstatement was due to circumstances beyond their control, the appropriate treatment under III.1.a.(2) above and/or IV below will be extended.

#### **IV. Treatment Under the Benefit Plans**

##### **1. Net Credited Service**

a. Employees reinstated within the time specified by law will be allowed full service credit under the Benefit Plans for a period of absence covered by the military or Public Health Service leave.

b. Employees who are not reinstated within the period after discharge specified by the law but who are subsequently engaged shall receive service credit for the period of absence covered by the military or Public Health Service leave as follows:

(1) Those with two years or less of net credited service on the effective date of the leave will receive credit for service for any total period of absence up to two years. Those with more than two years of net credited service on the effective date of the leave will be credited with service for a period of absence equivalent to one year for each year or fraction thereof of such net credited service.

##### **2. Death Benefits**

a. Death Benefits, where payable, will be computed in accordance with the Benefit Plan provisions.

##### **3. Sickness Benefits**

a. Employees will be eligible to sickness disability benefits if totally incapacitated and unable to work upon release from military or Public Health Service. Inability to work will be determined by the Employees' Benefit Committee on the basis of facts in each case.

b. Benefits under the Sickness and Accident Disability Plan will be computed on the basis of benefits net credited service at the termination of the leave of absence and at the rate of Company pay provided for in connection with wage treatment in Section V below.

c. For employees totally incapacitated and unable to work at time of discharge, the first day absence on account of sickness disability will be the day after date of discharge from military or Public Health Service.

d. In the event employees become unable to work subsequent to discharge from military or Public Health Service.



(1) If totally incapacitated within ninety days after discharge, the first day of absence on account of disability will be the day after date of expiration of the ninety-day period, or the date of reinstatement when such date has been established.

(2) If totally incapacitated subsequent to the expiration of the ninety-day period after discharge from military or Public Health Service, but within a period covered by a personal leave of absence continuous therewith, sickness benefits under the Sickness and Accident Disability Plan will be determined in accordance with the terms of the personal leave.

<b>V. Wage Treatment</b>
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1. Any employee reinstated in accordance with these practices shall be returned to the payroll at the rate of pay they would have received, if they had been continuously on duty with the Company during the absence, in the job group they were in at the time they left.

<b>VI. Vacation Treatment</b>
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1. Employees returning from military or Public Health Service leaves of absence will be given vacation treatment in accordance with General Wage and Working Practices based on total net credit service, provided that a vacation or vacation allowance has not already been given in the same year.

A. W. VAN SINDEREN  
Chairman of the Board and  
Chief Executive Officer

## **PROCEDURES FOR REINSTATING EMPLOYEES RETURNING FROM MILITARY OR PUBLIC HEALTH SERVICE LEAVES**

### **I. Company Policy**

As has been previously stated, the Company intends to live up to and beyond the spirit of legislation covering the reinstatement of employees returning from the service. It expects to reinstate, after honorable discharge, all employees who want to return to the Company and who are able to resume their old jobs or similar work, regardless of their length of service before induction.

Provisions will be made to expedite adjustments to the job, including retraining, and special arrangements for physical readjustment. In line with Company policy, consideration will be given so far as practicable to the value of usable military or Public Health Service experience in determining future treatment and placement. Each returned employee is entitled after reinstatement to benefits under the Benefit Plans in accordance with credited service under the terms of the Memorandum Relating to Reinstatement.

An interdepartmental committee will coordinate the general procedures involved in reinstatement.

Detailed procedures covering the return of employees will be developed by the various departments.

### **II. Planning for the Return of Employees by Departments**

Through the use of the forecasts of business, planned construction, and force requirements, plans will be developed and kept current by the departments for the placement of employees returning from military or Public Health Service, and for reassignment of those active employees affected by the return of veterans.

### **III. Reinstatement**

#### **A. Initial Contact**

It is expected that returning employees will contact their supervisor upon their release from the services. The opportunity should be provided for a welcome by the employees' ranking departmental supervisor in the locality and by fellow employees. Supervisors should take the initiative, if necessary, to get in touch with employees, when it is known that they have been discharged from military or Public Health Service.

B. Physical Examination

Physical examinations will be required of all employees returning from military or Public Health Service leaves of absence in order to insure that they may be assigned properly. The appointment for the physical examination should be made through the Medical Office at the time employees apply for reinstatement.

C. The Reinstatement Interview

The reinstatement interview will be carried out 1) to secure pertinent information from the employee, and 2) to inform the employee of the general policies and plans of the Company as well as specific information in regard to reinstatement.

1. Information to be secured - such as:

Date employee wishes to return to work  
General physical condition

2. Information to be discussed with the employee - such as:

General policy in regard to reinstatement  
Employee's status upon reinstatement Review of Company payroll allotment plans, income tax, etc.

3. Method of Conducting the Interview

The interview should be conducted in an unhurried atmosphere so that the employee will have the opportunity to tell of past experience and express plans for the future. In some cases the interview may be completed at one meeting with the employee but often it may require more than one.

4. Time of Reinstatement

Whenever possible, the date of return to work should be planned to suit the wishes of the employee. If this should be prior to the receipt of a report from the physical examination, the employee should be given a temporary assignment. If there is any question in the supervisor's mind as to the assignment, the case should be discussed with the departmental personnel representative who will check, as necessary, with the Medical Department.

D. Job Placement

1. All placements should be made in conformance with the policy of the Company as stated in the Memorandum Relating to Reinstatement.

2. The objectives in placement will be best accomplished through careful attention to such factors as (a) the individual's past experience, (b) experience in military or Public Health Service, (c) the force requirements of the business, (d) Selective Service Act requirements, (e) interest and abilities, (f) physical condition.

3. In the event a circumstance arises in which there is no immediate suitable job for an employee, the case should be referred for further consideration through the lines of organization.

E. Particular Consideration of Disabled Employees

1. Treatment of totally incapacitated employees

In accordance with the Memorandum Relating to Reinstatement, Section IV, Treatment Under the Benefit Plans, employees totally incapacitated and unable to work may be eligible to sickness benefits under the terms of the Sickness and Accident Disability Plan. Supervisors will aid those who return unable to work due to injury or illness through recognizing the circumstances promptly and initiating action under the Sickness and Accident Disability Plan, through careful placement and training upon their recovery and return to the job, and through a personal interest in their progress.

2. Placement of partially disabled employees

It is recognized that some employees may return partially disabled and unable to perform the duties of the job which they left. In this event, the objective will be to place these employees in a job which they can adequately perform and which is not hazardous to themselves or fellow employees.

3. Training of partially disabled employees

In some instances of partial disability, special training should be planned on the job or through Company facilities. In other instances training may be most advantageously secured through the government's facilities or those of public agencies. Each case will present different circumstances and will require individual analysis and treatment.

4. Follow-up of partially disabled employees

A plan for a "follow-up" in such cases should be designed to check the suitability of the placement from the viewpoint of the employee's health and safety, interest in and success on the job, and possibilities for progress.

F. Records

1. Central Military or Public Health Service records

A central record of the military or Public Health Service and experience of our employees will be established and maintained in the Personnel Relations Department, to be available to all departments as a complete record of military or Public Health Service information, and to serve as a history of the experience of our employees in World War II, Korea and Vietnam and a record of their treatment on their return.

2. Military Service Record Card, Form 605

The Military Service Record Card, Form 605, should contain such information as the employee's status at the time of entry into military or Public Health Service, etc.

#### **IV. Training or Returning Employees**

##### **A. Re-induction**

Re-induction of employees should be planned in order that they will be able to bridge the gap in Company affairs between their departure and return. Typical information should include a short history of Company experience during the war, a review of organization and personnel changes, the experience of other employees during the war, and an opportunity to meet and talk with personnel in the locality.

##### **B. Job Training**

In addition to regular Company training courses for employees assigned to new jobs, refresher courses should be designed for employees who return to the same job after a long absence.

##### **C. Specialized training for handicapped employees**

Specialized training may be necessary and should be arranged in some cases involving the adjustment to handicaps.

#### **V. Follow-Up**

All supervisors should be alert to observe the returned employee's adjustment to the work situation as well as civilian life. If difficulty is being experienced by the employee in making an adjustment, an analysis of the facts in the situation by the supervisor will be helpful in determining how best to aid the employee.

<b>VI Clearing House of Information</b>
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Assistance should be offered to returning employees concerning such matters as government insurance, educational benefits, etc. The Personnel Relations Department will set up a clearing house of such information which will be available through the Personnel Coordinator. Contacts with government agencies generally should be made through the Personnel Relations Department.

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