



AGREEMENT
between
VERIZON NEW ENGLAND INC
and
COMMUNICATIONS WORKERS
OF AMERICA
AFL-CIO
LOCAL 1302

EFFECTIVE: October 19, 2012



Agreement between
VERIZON NEW ENGLAND INC
AND
COMMUNICATIONS WORKERS OF AMERICA
(A.F.L. - C.I.O.)
Local 1302

The following sets forth the understandings reached by the above parties after regional and local negotiations of changes to existing collective bargaining agreements on wages, hours, terms and conditions of employment.

IN WITNESS WHEREOF, the parties to this Agreement hereby agree to be bound by this Agreement and have caused this Agreement to be executed in their names by their duly authorized representatives this.

FOR THE UNION

CWA International Representative
Chairperson, Bargaining Committee

President – CWA Local 1302

FOR THE COMPANY

Chairperson, SOEC-SS
Bargaining Committee

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AGREEMENT

This Agreement is entered into on this, by and between the Verizon New England Inc. (hereinafter called the Company) and Local 1302 of the Communications Workers of America, AFL-CIO.

DURATION OF AGREEMENT

This Agreement shall (except as otherwise expressly provided herein) become effective on October 19, 2012.

This Agreement shall continue in full force and effect until 11:59 P.M. on August 1, 2015, at which time it shall terminate. However, this Agreement may be extended from time to time beyond its expiration date by mutual agreement in writing of the representatives of the Company and the Union.

COMMUNICATIONS WORKERS OF
AMERICA (AFL-CIO)

VERIZON NEW ENGLAND INC.

Chairperson, Union Bargaining
Committee, SOEC-SS

Assistant to the Vice President

ARTICLE 1

Recognition

RECOGNITION

1.01 The Company hereby recognizes the Union as the sole and exclusive collective bargaining representatives for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for all of its employees in the collective bargaining unit certified by the National Labor Relations Board in Case No. 1-RC-15,104. Such unit sometimes is referred to in this Agreement as the collective bargaining unit or bargaining unit.

COLLECTIVE BARGAINING

1.02 Collective Bargaining shall be conducted by the duly authorized bargaining representatives of the Company and the Union. Each party to such bargaining shall notify the other in writing of the names of its representatives and of any changes which may occur.

1.03 It is the intention of the parties with respect to the collective bargaining of future replacing agreements to conduct their negotiations thereon in such a manner as to reach a new Agreement on or before the termination date of this present Agreement.

RESPONSIBLE UNION - COMPANY RELATIONSHIP

1.04 The Company and the Union recognize that it is in the best interests of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit.

1.05 Each party shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

ARTICLE 2

Non-Discrimination

- 2.01** 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 the employee is handicapped, a disabled veteran or a veteran of the Vietnam era.
- 2.02** The use of the masculine or feminine gender in this Agreement shall be construed as including both genders and not as restrictions on the basis of sex unless the contract clearly requires a different language construction.

ARTICLE 3

Amendments

- 3.01** The understanding between the Union and the Company has been set forth in this Agreement and the Exhibits attached hereto.
- 3.02** Any amendment to this Agreement or any interpretation of the true intent and meaning of the provisions of this Agreement officially and mutually agreed to by the two parties concerned shall be committed to writing and signed by the Union and the Chairperson of the Company's bargaining committee.

ARTICLE 4

Definitions

COMPANY

- 4.01** The word "Company" means the Verizon New England Inc.

UNION

- 4.02** The word "Union" means the Communications Workers of America (AFL-CIO).

BASIC WEEKLY WAGE RATES

- 4.03** An employee's weekly wage rate is a flat rate paid for a scheduled week of thirty-seven and one-half (37.5) hours, including any paid absence

which is paid in accordance with the weekly rates of pay set forth in the wage tables of this contract.

BASIC WORK DAY

4.04 A basic work day is seven and one-half (7.5) hours. It includes the relief periods but excludes the meal period.

MEAL PERIOD

4.05 The meal period is the unpaid period of time, normally not to exceed one hour, allowed for meals between two sessions of a full day.

RELIEF PERIOD

4.06 Periods of rest totaling fifteen (15) minutes granted to an employee with pay during each session.

BASIC WORK WEEK

4.07 The basic work week consists of five (5) full basic work days, each within a given calendar week. Absence from scheduled assignments, either paid or unpaid and holidays unassigned, are included in the basic five day work week.

SESSIONS

4.08 The term "Sessions" applies to that portion of a day or evening which precedes or follows the unpaid meal period.

UNION REPRESENTATIVES

4.09 The words "Union Representative" shall mean a person duly designated as such in writing by the Union.

REGULAR EMPLOYEES

4.10 "Regular" employees are those engaged for the usual activities of the business whose employment is usually to continue for longer than a year.

TEMPORARY EMPLOYEES

4.11 "Temporary" employees are those engaged for a specific project or a limited period, with the definite understanding that their employment is to terminate upon completion of the project or at the end of the period, and whose employment is expected to continue for more than three weeks but usually not more than two (2) years.

OCCASIONAL EMPLOYEES

4.12 An occasional employee is one who is engaged on a daily basis for a period of not more than three (3) consecutive weeks, or for a cumulative total of not more than thirty (30) days, in any calendar year, regardless of the length of the daily or weekly assignments. An occasional employee who actually works or is engaged to work in excess of three (3) consecutive weeks or thirty (30) days in a calendar year shall be reclassified as a regular or temporary, full time or part time employee as appropriate.

FULL TIME EMPLOYEES

4.13 “Full time” employees are those regular, temporary and occasional employees who are employed for the normal number of working hours per week.

PART TIME EMPLOYEES

4.14 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.

SUNDAY PAY

4.15 Sunday work shall be paid at the rate of time and one-half the basic hourly wage rate for all time worked.

ARTICLE 5

Union Security

5.01 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 days is later, until the termination of this contract.

- 5.02** For the purpose of this Article, “employee” shall mean any person entering into the bargaining unit, except an occasional employee.
- 5.03** All employees except occasional employees, shall become members of the Union or pay or tender to the Union amounts equal to periodic dues as a condition of employment.
- 5.04** The condition of employment specified above shall not apply during periods of formal separation* from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth day following his or her return to the bargaining unit.
- 5.05** In each State where the Company does business, this Article shall apply only so long as the State’s law permits the Union to enter into this type of Union security agreement.
- * 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 6

Deduction of Dues

- 6.01** The Company agrees upon the receipt of authorization from an individual member of the bargaining unit in a form acceptable to the Company to deduct weekly regular Union membership dues and initiation fees, or an amount equal to the dues applicable to members, from the employee’s wages in the amount certified by the Secretary-Treasurer of the Union. Such deductions shall be made weekly and shall continue so long as the employee remains in the bargaining unit, or until such employee delivers a written notice canceling the authorization to Payroll Services, Garnishments/Voluntary Allotments Unit, F-2, 7200 Chestnut Street, Upper Darby, PA 19082. Checks covering the deduction of dues from the employee’s wages will be issued to the Communications Workers of America, 1925 K Street, N.W., Washington, D.C. 20006.
- 6.02** It is understood and agreed that the Company assumes no responsibility for the consequences of any failure to make dues deductions or mistakes in connection therewith and that neither the Company nor any of its officers, agents or employees shall in any way be held liable or responsible for any loss resulting from acts of said Union or its officers or agents.

ARTICLE 7

Union Bulletin Boards

- 7.01** The Company agrees to furnish, without charge, space at bargaining unit locations to erect free access bulletin boards of a size approximately 30 by 30 inches. Bulletin boards will be furnished by the Union and erected by the Company. The number to be erected and the locations at which erected shall be mutually decided upon by authorized Union officials and Company representatives.
- 7.02** Bulletin boards are used by the Union for posting notices concerning official Union business, or other Union related matters, provided that if anything is posted on these bulletin boards that is considered by the Company to be controversial or derogatory to any individual or organization the Union agrees to remove such posted matter on demand and if it fails or refuses to do so, such matter may be removed by the Company.

ARTICLE 8

Wage Rate and Wage Progression

WAGES

- 8.01** The basic weekly wage rates of pay set forth in Exhibit E of this Agreement are for a basic work week, and shall be computed in accordance with the Company practices.
- 8.02** An employee's wage zone is determined by the location of the office in which the employee regularly works.

STARTING RATES

- 8.03** Scheduled starting rates are provided for wage tables to which employees are assigned upon entering the Company.
- 8.04** This Agreement shall not be construed to prevent the Company from:
- (a) engaging employees at rates above the minimum basic weekly wage rates commensurate with their previous training, employment, education, above normal attributes and experience; provided that employees in such job classifications and at such work locations who have equivalent qualifications and are paid a basic weekly wage rate below that of the newly engaged employees are advanced to the new employee's rate, or

- (b) engaging employees at start rates above the minimum basic weekly wage rates commensurate with employment market conditions in job classifications and at locations determined by the Company. When the provisions of this paragraph (b) are implemented, employees in such job classifications and at such work locations who are at basic weekly wage rates below the start rate will be advanced to that rate.

The wage rate on date of employment or on date of advancement to the new start rate, shall not exceed the two (2) year rate of the wage schedule to which assigned. Thereafter, the employee shall be eligible under the provisions of this Article to receive wage increases, with such eligibility commencing six (6) months following employment.

INCREASES

8.05 Wage rate progression will be in accordance with the time interval and amounts appearing on the wage table to which the employee is assigned. Increases will be effective with the payroll period in which the wage rate length of service date falls. Such wage increases may be deferred or withheld if in the judgment of the immediate supervisor an employee does not merit the increase. At least sixty (60) calendar days prior to the scheduled increase the employee's overall job performance shall be reviewed with the employee by the immediate supervisor. If the development plan indicates that an employee's overall job performance does not meet requirements, the employee's increase may be deferred or withheld. Should the increase be deferred or withheld, the employee and the Local Union President will be notified in writing at the time of review of the circumstances involved in the denial thereof. The Union has the right to appeal such denial directly to Step 2 of the grievance procedure.

8.06 An increase which is scheduled to become effective after the first full day of an employee's absence from assigned duty because of accident or illness shall be postponed to become effective on the first day the employee returns to work. Subsequent increases to which an employee may be entitled shall not be affected by such postponement.

8.07 Employees shall be notified of increases in their wage rates.

WAGE TREATMENT FOLLOWING TRANSFER

Permanent Transfers

8.08 When transfer is to a location within a higher wage zone and same job title, wage rate shall be adjusted as of the date of the transfer to conform to the wage zone of the new location.

- 8.09** When transfer is to a location within a lower wage zone and same job title, no change in wage rate shall be made for four (4) consecutive weeks following date of transfer. Wage rate shall then be adjusted to conform to the wage zone of the new location applicable to the job title to which assigned.
- 8.10** When transfer is to a job title having an equal or higher maximum wage rate, wage treatment will be in accordance with (a), (b) or (c) whichever computes to the higher rate:
- (a) Employees will receive an amount at least equal to the wage rate they would be entitled to if their wage rate length of service is applied to the new wage table.
 - (b) Employees will receive an amount at least equal to the wage rate they would be entitled to if the number of months step on the wage table on which they are presently paid is applied to the new wage table.
 - (c) Employees will receive an amount equal to their present wage rate if there is an equivalent wage step on the new table. If there is no equivalent step on the new table, the employees will receive the next higher wage step and progress thereafter on the new table.
- 8.11** Except as otherwise provided for in Article 33, when transfer is to a job title having a lower maximum wage rate employees will receive their present rate of pay not to exceed the maximum rate for the job title to which transferred. Wage progress thereafter will be in accordance with the time intervals and amounts appearing on the wage table to which the employee is assigned.

Temporary Transfers

- 8.12** When transfer for one day or more is to a location within a higher wage zone, wage rate shall be adjusted as of the date of the transfer to conform to the wage zone of the new location.
- 8.13** When transfer for one day or more is to a location within a lower wage zone, no change in wage zone shall be made.
- 8.14** Transfer of one day or more to a different job title shall be made without change in employee's rate of pay, however, if transfer is to a job title with a higher maximum wage rate the provisions of paragraph 8.10 will apply.

Wage Rate and Wage Progress after Reemployment

- 8.15** If reemployed within twenty-four (24) months the wage rate on reemployment shall be the wage rate in effect at the time of reemployment for the employee's prior wage step, adjusted, if necessary, to conform to any changes in wage table lengths. Thereafter, the employee shall be eligible under the provisions of this Article to receive wage increases, with such eligibility commencing six (6) months following reemployment.
- 8.16** If reemployed after twenty-four (24) months but within thirty-six (36) months the wage rate on reemployment shall be the wage rate in effect at the time of reemployment for the employee's prior wage step, adjusted, if necessary, to conform to any changes in wage table lengths, but not to exceed the twenty-four (24) month step. Thereafter, the employee shall be eligible under the provisions of this Article to receive wage increases, with such eligibility commencing six (6) months following reemployment.
- 8.17** If reemployed after thirty-six (36) months the wage rate on reemployment shall be the wage rate in effect at the time of reemployment for the employee's prior wage step, adjusted, if necessary, to conform to any changes in wage table lengths, but not to exceed the twelve (12) month step. Thereafter, the employee shall be eligible under the provisions of this Article to receive wage increases, with such eligibility commencing six (6) months following reemployment.

ARTICLE 9

Work Schedules and Tours

GENERAL

- 9.01** The Company will establish work schedules and tours to meet the needs of the business. Work schedules will include hours of work, the meal period, and relief periods.
- 9.02** Seniority will govern the assignment of tours and hours within the tours. Work schedules will be posted at least two weeks prior to the effective date of schedule. Assignment of work schedules and tours will be completed in the following order; regular full time, regular part time, temporary full time and temporary part time.

9.03 Changes of work assignments may be requested by the employee and may be granted by the Company consistent with the needs of the business and the seniority provision of Article 9.02.

9.04 The Company shall notify the affected employee of new work schedules, or any change or variation in his or her existing work schedules, which will be in effect for one full week or longer, at least one week prior to the effective date in which the change is to be made. In those instances where such a change in schedule is to be made for less than one full week, the Company will notify the affected employee as early as practicable.

TOUR DIFFERENTIAL

9.05 An employee who works a basic work day (as defined in Article 4) which starts or ends between 9:01 P.M. and 5:59 A.M. shall be paid a differential of five percent (5%) of their basic wages for those hours actually worked between 9:01 P.M. and 5:59 A.M.

9.06 Pay for overtime shall be payable on the basis of the employee's basic rate, excluding tour differentials, except that tour differentials shall be included in the basis for overtime computation for all overtime worked beyond thirty-seven and one-half hours in a basic work week.

DAILY DIFFERENTIAL

9.07 Special Assistants who are designated and assigned by Management to perform non-incident administration functions in addition to their normal duties will be called "In-charge Special Assistant" and will be paid a daily wage differential of ten percent (10%). They will be assigned, but not limited to, the following duties:

1. Handling of take-overs from negotiators, call backs and handling service order escalations from the Company Executive Appeals office;
2. Answering on line questions and assigning expedited service orders; and
3. Providing informal training and peer coaching as assigned.

Employees who qualify and volunteer will be placed on a weekly rotational list for selection by seniority. The Company will establish a development plan for those employees who do not qualify.

EXTRA PAYMENT

- 9.08** An employee whose assigned reporting location is within the area of Boston, Massachusetts, as such area is indicated on the map shown in Exhibit B, will be paid an extra payment of \$1.00 for each night tour worked after reporting at such assigned reporting location.
- 9.09** The extra payment will enter into computations of overtime pay required by law but will not be part of the basic rate or basic weekly wages for any other purpose nor enter into the computation of any payments under the Pension Plan applicable to employees covered by this Agreement or any other benefits or differentials.
- 9.10** Not more than one extra payment will be paid to an employee on any one day regardless of the number of times the employee reports to a qualified location during that day.

ARTICLE 9A

Four-Day Workweek

- 9A.01** The Company and Union recognize that in certain administrative work groups it may be beneficial to the employees and in the best interest of the business to establish a four-day schedule as a normal workweek. Accordingly, where the parties agree and the needs of the business permit, the number of hours which presently constitute a normal five-day workweek schedule will be scheduled over four days.
- 9A.02** No daily overtime payment shall be made for any of the hours worked which constitute the normal workweek even though scheduled over four days. No differential payments for evening and night work shall be made unless some or all of the hours, which would otherwise constitute a normal workday if scheduled over five days, fall within the period of time for which such differential is paid, in which event differential payments shall be made in accordance with the agreement.
- 9A.03** Subject to the above, and before implementing a four-day schedule in any work group, Management and the Union will establish the parameters and implementation procedures for such four-day workweek. The parameters and procedures shall include the following unless both parties agree otherwise:
- (1) Four-day workweeks will consist of three 10-hour workdays and

one 7.5 hour workday. The 10-hour workday will start at 7 A.M. and end at 6 P.M. The 7.5 hour workday will start at 8 A.M. and end at 4:30 P.M. These start/end times can be adjusted by the Company to meet the needs of the business.

- (2) Workweeks which include a holiday, other than a floating holiday, will revert to a basic workweek, unless the Company determines otherwise.
- (3) Workweeks which include two or more days of training away from the work location will revert to a basic workweek.
- (4) If the Company schedules a four-day workweek in an office, the schedule will include one workday off each week for each employee working the four-day workweek. Such employees will select their day off by seniority.
- (5) Employees on written warning are not eligible to have a four-day workweek.
- (6) When a holiday falls in a four-day workweek, the 7.5 hour day will be scheduled as the holiday, or the employee will be granted a 7.5 hour day off with pay if the employee's work schedule does not include the holiday.
- (7) Employees working a four-day workweek will have their vacation and excused work day entitlements converted into hourly increments for purposes of applying the applicable provisions of the Labor Agreement.
- (8) Employees working a four-day workweek will schedule their personal appointments on their unscheduled workday, to the extent possible.
- (9) With advance consultation with the Union, the Company may suspend a four-day workweek schedule for the needs of the business.

ARTICLE 10

Wage Rate Length of Service

10.01 Wage Rate Length of Service shall comprise the cumulative total of all regular and temporary employment, either in this Company or a Verizon affiliate or subsidiary company.

CREDIT FOR ABSENCE

10.02 In determining wage rate length of service, credit shall be given for:

- (a) Incidental absence, either paid or not paid.
- (b) Any periods of time that an employee was paid Disability Benefits under the Benefit Plan.
- (c) Any periods of time that an employee was on leave of absence for military service.
- (d) Any period of time that an employee was on leave of absence for care of a newborn child.
- (e) Any period of time that an employee was on a leave of absence for family care.

DEDUCTIONS FOR ABSENCE

11.03 In determining wage rate length of service, credit shall not be given for:

- (a) Any period in excess of one (1) month while an employee was on personal leave of absence.
- (b) Any period while an employee was on leave of absence following receipt of maximum payments under the Benefit Plan.
- (c) Any period in excess of one (1) month while an employee was laid off due to lack of work.

ARTICLE 11

Seniority

11.01 Seniority for promotion, vacation selection or other circumstances where service applies shall mean net credited service, as computed under the Verizon Pension Plan for New York and New England Associates (“The Verizon Pension Plan”) applicable to employees covered by this Agreement.

11.02 Personal leave of absence for any reason shall not break the continuity of service, but if such period of absence exceeds one (1) month, the excess over one (1) month shall be deducted from the period of continuous service.

11.03 Periods of absence during which an employee receives accident or sickness disability payments, shall not break the continuity of service

and no deduction from the period of continuous service shall be made because of such absence. Absence following the expiration of disability benefits will be considered a break in the continuity of service unless the employee is granted a leave of absence by the Benefit Committee. The entire period of leave of absence granted in such cases to protect continuity of service will be deducted in determining service credit.

- 11.04** Military leave of absence shall be granted in accordance with Company practices to any employee entering the armed forces of the United States. Seniority will accumulate for such period of service.

ARTICLE 12

Promotions

- 12.01** The following procedures apply to promotion of employees to fill clerical jobs within the reporting location to which they are assigned. These procedures do not apply to promotion of employees between locations within the bargaining unit. Such promotions shall be in accordance with the Company's Upgrade & Transfer Plan.
- 12.02** When the Company decides to fill a clerical job under the provisions of this Article it will post a notice of the job to be filled. Such notice will be posted only at the location in which the vacancy occurs and will remain posted for seven (7) working days within which time those employees at that location who want to be considered for a promotion shall notify their supervisor on a form provided. The notices shall contain the job level, initial tour assignment, the maximum wage rate, the date on which the notice was posted and the last day for filing applications. In certain instances, the posting of notices may be waived by mutual agreement between the Company and the Union.
- 12.03** Applicants for posted vacancies will be considered from regular full time employees at the reporting location who are assigned to a lower level clerical job title.
- 12.04** When the Company selects an employee from within the reporting location for permanent or temporary promotion from a lower level clerical job to a higher level job seniority shall govern if all other qualifications of the individuals being considered are determined by the Company to be substantially equal.

ARTICLE 13

Promotional Increases

PERMANENT PROMOTIONS

13.01 On permanent promotions within the bargaining unit, employees shall be placed at the wage rate on the wage table to which promoted in accordance with their existing wage rate length of service.

TEMPORARY PROMOTIONS

13.02 When employees are temporarily assigned by the Company to a job on a higher wage table within the bargaining unit, normally for not less than a major portion of the assigned tour, they will receive the wage rate of the higher table in accordance with their existing wage rate length of service.

ARTICLE 14

Transfers

14.01 Employees assigned as Special Assistant, with not less than eighteen (18) months on that assignment and other clerical employees with not less than twelve (12) months service on the same assignment will be given the opportunity to initiate lateral or downgrade transfer requests to other assignments within the bargaining unit which are within the reporting locations to which assigned.

14.02 Requests will be granted if the transfer will prove to be advantageous in Management's judgment to both the employee and the Company. Approved transfer requests will be filled when openings occur according to seniority.

14.03 If the requested assignment requires specific skills, e.g., stenography, the employee will be given the opportunity to be tested. The employee meeting all qualifications as determined by tests, interviews and other considerations to the highest degree will be selected. If more than one employee qualifies to the same degree, seniority will be the determining factor.

14.04 Employees will be given the opportunity to initiate transfer requests to other assignments within the Company, in accordance with departmental procedures or the Company's Upgrade and Transfer Plan.

14.05 Should the Company find it necessary to transfer employees either temporarily or permanently within a job title to a different location in the Company, then, consistent with the requirements of the service, the junior qualified employee will be transferred after consideration of requests from senior qualified employees involved.

ARTICLE 15

Force Adjustment Plan

A surplus condition may be declared by the Company in a job title and Force Adjustment Area. The Company shall notify the Union in writing of any declared surplus condition and shall provide the Union with the job title and Force Adjustment Area affected, together with the names, titles, net credited service dates, and work locations of all employees in the affected job title. If the surplus condition is confined to a particular Involuntary Transfer Area, the Company shall so advise the Union. The Company shall also notify the Union in writing whether the surplus condition is caused by Process Change or by an External Event as those terms are defined in the letter of agreement dated April 3, 1994. If the surplus condition is caused by Process Change, the provisions of paragraphs 15.06(b) and 15.08 shall not apply. If the surplus is caused by an External Event, the Company may implement paragraphs 15.06(b) and 15.08. Thereafter, the Company shall take the following steps, in the order indicated below, in each case to the extent necessary to eliminate the surplus condition.

15.01 The Company shall offer to regular employees in the surplus job title and Force Adjustment Area (as defined in this Article) the opportunity to fill vacancies in jobs in any Company bargaining unit having the same or a lower basic weekly wage rate, within any Force Adjustment Area that encompasses the location of their present job. Employees will have seven days to volunteer for such vacancies. Volunteers who are qualified, test qualified, or become test qualified during the seven day period will be accepted in order of their net credited service to the extent necessary to eliminate the surplus condition. In addition, such surplus employees will, for the duration of the Force Adjustment Plan process, be given priority consideration for vacancies they apply for in accordance with the NYNEX Job Bank provisions.

15.02 (a) If the implementation of the above step does not relieve the surplus, the Company shall offer to regular employees in the surplus job title within the Force Adjustment Area in which the surplus has

been declared the opportunity to leave the service of the Company and receive Income Protection payments in amounts set forth in the collective bargaining agreement, unless the surplus condition is confined to a particular Involuntary Transfer Area, in which case such opportunity will be offered only to such employees within such area. Volunteers will be accepted in order of their net credited service to the extent necessary to eliminate the surplus condition.

- (b) An employee's election to leave the service of the Company and receive Income Protection payments must be in writing and transmitted to the Company within fifteen (15) days from the date of the Company's offer in order to be effective and it may not be revoked after such fifteen (15) day period.

15.03 (a) If the implementation of the above steps does not eliminate the surplus condition, the Company shall offer to regular employees in non-surplus job titles the opportunity to leave the service of the Company and receive Income Protection payments in amounts set forth in the collective bargaining agreement. The job titles, work locations and number of employees to receive the offer will be determined by the Company after taking into consideration input from the Employee Placement Team. Such offer to each employee shall be conditioned on the Company's obtaining a qualified voluntary replacement from surplus employees in the surplus job title within the Force Adjustment Area. If the Company cannot obtain a qualified replacement for an employee outside the Force Adjustment Area or in a non-surplus job title, it will seek a replacement who is test qualified, and failing that, one who becomes test qualified by the end of the election period. Volunteers will be accepted in order of their net credited service to the extent necessary to eliminate the surplus condition.

- (b) An employee's election to leave the service of the Company and receive Income Protection payments must be in writing and transmitted to the Company within fifteen (15) days from the date of the Company's offer in order to be effective and it may not be revoked after such fifteen (15) day period.
- (c) The Company may, at its option, offer Income Protection payments under paragraphs 15.02(a) and (b) and 15.03(a) and (b), above, simultaneously. If it does, it shall first accept volunteers from within the surplus job title and Force Adjustment Area to the extent necessary to eliminate the surplus condition.

- 15.04** If the implementation of the above steps does not eliminate the surplus condition, the Company shall offer job sharing to regular employees in the surplus job title and Force Adjustment Area in accordance with the Letter of Agreement in Job Sharing.
- 15.05** (a) If the implementation of the above steps does not eliminate the surplus condition, the Company shall establish a list of jobs (“job list”) comprised of all job openings that would exist if the Company:
- (1) terminated all temporary and occasional employees, except as provided in the Letter of Agreement regarding Temporary Employees with less than 2 months remaining in their term of employment, and
 - (2) eliminated the contracting out of all traditional telephone work within the job title and Force Adjustment Area in which the surplus condition exists and which the Company is equipped to perform.
- (b) The Company shall offer the opportunity to volunteer for the openings on the job list to all employees who are in the surplus job title within the Force Adjustment Area in which the surplus condition exists. Employees shall have seven days to volunteer, and may volunteer for as many openings on the job list as they choose.
- (c) Volunteers will be assigned by seniority to an opening for which they have volunteered and are qualified, test qualified, or become test qualified within the seven day period, and, in the case of an opening to be created by the elimination of contracting out, for which they are already trained or can be trained within a limited training period not to exceed one month.
- (d) The Company, to the extent necessary to eliminate the surplus condition, shall terminate temporary employees as provided in section 15.05(a)(1) and eliminate contracting out as provided in section 15.05(a)(2) to provide the job openings to be filled by volunteers as provided in section 15.05(c).
- 15.06** (a) If the implementation of the above steps does not eliminate a surplus condition resulting from Process Change, the Company will transfer employees in the surplus job title and Force Adjustment Area, in inverse order of their net credited service and to the extent necessary to eliminate the surplus condition, to jobs within their Involuntary Transfer Area and the provisions of paragraphs 15.06 (b) and 15.08 shall not be implemented.

- (b) If the implementation of the above steps does not eliminate a surplus condition resulting from an External Event, the Company shall transfer employees in the surplus job title and Force Adjustment Area, in inverse order of their net credited service and to the extent necessary to eliminate the surplus condition, to vacancies in any Company bargaining unit, for which they are qualified, test qualified, or become test qualified within seven days, first within the employees' Involuntary Transfer Area, and then, if the surplus condition has not been eliminated, outside the employees' Involuntary Transfer Area.
- (c) Any such employee who is to be transferred as provided in 15.06(a) or (b), may elect to terminate his employment prior to such transfer pursuant to the following:
 - (1) If any employee elects not to accept such transfer, the Company shall offer to such regular employees Income Protection payments as provided for in amounts set forth in the collective bargaining agreement for a period of seven days. An employee's election to leave the service of the Company and receive Income Protection Payments must be in writing and transmitted to the Company within that seven (7) day period and it may not be revoked after that period. Such employees who elect to accept the Income Protection Payments shall terminate their service and leave the payroll of the Company at the close of that seven (7) day period. All employees who volunteer during such period will be accepted.

15.07 For the purposes of this Article, the wages of any employees who are transferred, voluntarily or involuntarily, to jobs having lower basic weekly wage rates shall be green circled, that is, they will receive the wage rate applicable to their previous jobs, together with any negotiated wage increases, until the expiration of the agreement.

15.08 If the implementation of the above steps does not eliminate the surplus, and if at least forty-five (45) days has elapsed from the notification of a surplus condition pursuant to this Article, the Company shall lay off employees in the job titles, layoff areas, and order provided for in the layoff provisions of this Agreement.

- 15.09** When force adjustments are required, the following steps will be taken to the extent necessary and in the order stated:
- (a) Temporary and part time employees will be laid off first.
 - (b) Regular employees having less than one (1) year of seniority will be laid off in the inverse order of seniority and all such employees will be laid off before further steps are taken with respect to longer service employees.
 - (c) If further lay offs are necessary, then those employees in the individual job title within the job level in which the layoff is necessary, shall be laid off in the inverse order of seniority.
 - (d) However, any “surplused” employees on the job level affected shall be afforded the opportunity to “bump” a less senior employee in a lower job level.
 - (e) An employee who has earlier exercised bump rights and occupies a job level in a lower wage table shall be offered the opportunity to fill any opening in his or her former job title within the former job level in seniority order.
- 15.10** The Company will give each employee who is laid off either two (2) weeks advance notice or, in lieu of such notice, two (2) weeks’ pay. If two (2) weeks’ pay is given in lieu of notice, this payment shall be in addition to any termination to any termination allowance to which the employee may be entitled.
- 15.11** Employees who are laid off will receive a payment equivalent to and in lieu of any vacation to which they may be entitled at the time of the layoff. This payment shall be in addition to any termination allowance to which the employee may be entitled under Article 16. Employees who receive vacation payment under this paragraph will not be entitled to any additional vacation or payment in lieu of vacation if they are rehired in the same calendar year they were laid off.
- 15.12** For purposes of this Article, the Force Adjustment Area is the geographic jurisdiction of the bargaining unit.
- 15.13** For purposes of this Article, the Involuntary Transfer Area is the geographic jurisdiction of the bargaining unit.

ARTICLE 15A

Recall

- 15A.01** In rehiring in any job level, the Company will offer reemployment to those former employees of such groups who have been laid off in that job level in the inverse order in which said employees were laid off.
- 15A.02** There shall be no obligation to offer reemployment to any employee who has been laid off for more than three years. It shall be the responsibility of the laid off employee to inform the Company in writing of changes in addresses.
- 15A.03** The offer of reemployment shall be sufficient if made by registered letter addressed to the laid off employee at this or her latest address as shown by the records of the Company. Any such laid off employee must respond and be available for reemployment within fourteen (14) days after the date of the offer otherwise the laid off employee shall be deemed to have refused reemployment and the Company's obligation under this Article is satisfied.
- 15A.04** Regular employees rehired pursuant to paragraph 15A.03 above will be placed on their former wage table in accordance with the wage rate length of service they held at the time of their layoff.

ARTICLE 16

Termination Payments

- 16.01** The following termination pay treatment will be applicable to a regular employee when the employee is laid off due to lack of work:

Net Credited Service	No. Of Weeks' Pay	Net Credited Service	No. Of Weeks' Pay
Less than 1 year	0	12 years	21
1 year.....	2	13 years	23
2 years	4	14 years	25
3 years	5	15 years	28
4 years	6	16 years	31
5 years	7	17 years	34
6 years	8	18 years	37
7 years	11	19 years	40
8 years	13	20 years	43
9 years	15	21 years	46
10 years	17	22 years	49
11 years	19	23 years & over.....	52

Note: Service of one-half year or more shall be considered a full year of service when the employee has more than one year of service.

- 16.02** This termination pay treatment may also be applied in the sole discretion of the Company to a regular employee leaving the Company for other reasons.
- 16.03** An employee who receives a termination allowance and is subsequently rehired before the expiration of the number of weeks upon which the termination allowance was computed shall be regarded as having received an advance for the excess number of weeks. The employee shall repay such amount to the Company through weekly payroll deductions at the rate of at least 10% of the employee's basic weekly wage.

ARTICLE 17

Absence from Duty

PAID ABSENCE

- 17.01** An Employee's absence shall be paid for by the Company if excused for the following reasons:
- (a) Attendance at grievance meetings with the Company and when meeting for purposes of negotiating a new collective bargaining agreement with the Company. Payment is limited to not more than two (2) Union representatives when meeting for purposes of negotiating a new collective bargaining agreement; not more than two (2) Union representatives at Step 1, Step 2 and Step 3 grievance meetings. Payment is further limited to actual meeting time during scheduled straight time working hours, plus necessary time, if any, spent during scheduled straight time working hours in traveling between the employee's work location and the meeting location.
 - (b) Appointment with the Medical Department which has been requested by the Company.
 - (c) Quarantine because of illness of a member of the employee's household, provided such quarantine is in accordance with the local health authorities and the Company's Medical Department advice.
 - (d) Death in the immediate family. "Immediate family" shall normally be considered to consist of husband, wife, domestic partner (as defined by the Company's Domestic Partners Eligibility Criteria) father, mother, sister, brother, children, mother-in-law, father-in-

law, grandparent, grandchild or other relatives who live in the employee's household. Such absence will normally not be in excess of three (3) working days.

- (e) Illness subject to the provisions of Article 18.
- (f) Illness necessitating absence for less than a full day.
- (g) Jury or witness service, if the employee is not a party to the case.

EXCUSED WORK DAYS

- 17.02** Each regular employee who has at least six (6) months of net credited service on January 1 of any year and other employees who have one (1) year of such service, shall be eligible for four (4) Excused Work Days with pay and one Excused Work Day without pay during each of such years.
- 17.03** 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.
- 17.04** One paid Excused Work Day in each calendar year may be designated by the Company for employees in an administrative work group (as designated by the Company) or in any larger group, including the entire Company. Employees (except occasional employees) in any such group for which an Excused 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 17.03 provided they are on the active payroll of the Company on the designated Excused Work Day.
- 17.05** Employees may designate four (4) Excused Work Days on a reserved basis for personal, immediate needs, to be taken either on short notice or scheduled in advance, in increments of one (1) hour up to one-half of a day's assigned tour. The immediate supervisor or the supervisor in charge will grant one (1) short notice request for such excused work time in each one-half tour on that day, if the request is made prior to the start of the one-half tour requested. However, additional requests for such time on that day may be granted subject to the force requirements of the work group. Any unused time remaining on the days reserved for personal, immediate needs shall be taken on those days.

- 17.06** 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.
- 17.07** If employees agree to work on their paid Excused Work Day and the Company determines that the day cannot be rescheduled, they shall be paid as applicable in accordance with the following subparagraphs:
- (a) Employees who agree to work before the work schedule becomes fixed shall receive one day's pay as set forth in paragraph 17.03 in lieu of their Excused Work Day and shall in addition be paid in accordance with the provisions of the Collective Bargaining Agreement covering work on a scheduled day of work.
 - (b) Employees who agree to work after the work schedule becomes fixed shall receive one day's pay as set forth in paragraph 17.03 in lieu of their Excused Work Day and shall in addition be paid in accordance with the provisions of the Collective Bargaining Agreement covering work on a non-scheduled day.
 - (c) Time worked by an employee on his or her Excused Work Day shall be considered time worked on a regularly scheduled day of work for all purposes, except as is otherwise expressly provided in this Article.
- 17.08** Excused Work Days shall be selected in order of seniority.
- 17.09** Excused Work Days shall be selected by employees within each vacation group from the vacation schedule after full week and reserve week vacations have been selected.
- 17.10** Employees may select such days on a reserved or committed day-at-a-time basis, or a combination thereof.
- 17.11** The period during which the Excused Work Days may be scheduled shall extend through the last weekly payroll period beginning in March of the following calendar year.
- 17.12** Changes in Excused Work Day schedules may be granted to an employee on the basis of the earliest request to the employee's immediate supervisor, subject to the needs of the business and force requirements of the work group; otherwise the Excused Work Days must be used as scheduled.

ARTICLE 18

Allowances for First Seven Days of Absence Due to Illness

18.01 The following conforms with the Company regulations relating to allowances for the first seven days of absence due to illness, as they apply to employees. Such allowances are entirely apart from the provisions of the "Benefit Plan."

DEFINITIONS FOR THE PURPOSE OF THIS ARTICLE

18.02 Employees

Employees shall mean all regular and temporary full time and part time employees.

18.03 Illness

Illness shall mean the personal illness of an employee or the disability of an employee due to an accident not arising out of and in the course of employment by the Company.

18.04 First Full Day of Absence Due to Illness

The first full day of absence due to illness shall mean the first day on which the employee is absent from the employee's full scheduled assignment.

18.05 Service

Service shall mean an employee's "Net Credited Service" as of the end of the calendar day immediately preceding the first full day of absence.

18.06 Allowances

Allowances shall mean payments at the employee's basic weekly wage rate. This shall not include any extra payment for Sunday or holiday work, but will include differential payments.

ALLOWANCES

18.07 Allowances for days scheduled but not worked during the first seven calendar days of absence due to illness or off-duty accident will be capped at ten (10) days per calendar year and shall be made as follows to employees upon approval of the certification of such illness.

While part-time employees will also be capped at ten (10) paid days, the number of hours part-time employees will be paid for each day will be prorated based on the number of hours such employees are normally scheduled to work, in the same manner that the Company pro-rates vacation and other paid time for part-time employees.

- (1) To employees with six months or more of service, allowance shall begin with the first full day of absence due to illness.
- (2) An employee who is scheduled to work on a sixth day in a calendar week but who is absent on account of illness for that entire day shall not have such a day considered as a day of absence for the purpose of this Article. Allowances under the provisions of this Article do not apply to periods of illness absence occurring within two weeks of return to work after payments have been made under the provisions of the Benefit Plan.
- (3) Allowances to full time employees shall be made at the basic rate plus any differential payment which was in effect at the time of the first full day of absence due to illness.
- (4) Employees who use four days or fewer of paid or unpaid incidental absence in a calendar year will receive the following lump sum payment, prorated for part-time employees, which will be paid no later than the first paycheck in March of the following year. All existing provision(s) pertaining to unpaid incidental absence, including waiting days, will continue in full force and effect.

Number of Paid or Unpaid Incidental Absence Days Used in the Calendar Year	Lump Sum Payment
4 Days	1 day's pay
At least 3 Days but less than 4 Days	2 days' pay
At least 2 Days but less than 3 Days	3 days' pay
More than Zero Days but less than 2 Days	4 days' pay
Zero Days	5 days' pay

CERTIFICATION OF ILLNESS

18.08 Employees who are absent due to illness shall be required to certify to the days absent and nature of such illness on the specified form "Employee's Certification for Payment." When it is impractical for the absent employee to execute the specified form, the certification and approval of the form may be made by the immediate supervisor of the employee provided that the supervisor has a definite assurance that the absence of the employee is due to illness. This assurance may be obtained through communication with the employee's home or through personal knowledge of the case.

Whenever the Company requires an employee to submit proof of illness in order to be paid for an incidental absence due to personal illness, the

Company will reimburse the employee at departmental expense for any payments the employee is required to make to a doctor in connection with securing a note after the supervisor's request. Proof of illness, in the form of a doctor's note or other documentation, may be required in supervision's discretion in particular absence situations where, for example, poor attendance patterns are evident, or circumstances raise questions that the absence may not be caused by an illness.

SUSPENSION OF PRIVILEGES

18.09 The privileges accorded under the preceding regulation may be suspended temporarily or permanently in the case of any employee where the facts of illness are not established.

ARTICLE 19

Leaves of Absence

PERSONAL LEAVES OF ABSENCE

19.01 Leaves of Absence may be granted to an employee for personal reasons upon the written request stating the reason, and approved by the Company. Such leaves of absence may be extended upon written request, stating the reason, and approved by the Company.

19.02 Upon return from a personal leave of absence, an employee shall be reinstated on the same wage table and at the same rate of pay then in effect. The employee shall return to the same assignment or an assignment generally similar to that in which the employee was last engaged prior to the leave of absence.

19.03 Personal leaves of absence shall not break the continuity of service, but if such period of absence exceeds one (1) month, the excess over one (1) month shall be deducted when computing net credited service.

ABSENCE FOR UNION BUSINESS

19.04 To the extent that the Company determines that the requirements of the service permit, employees who are authorized representatives of the Union will be excused or granted leaves of absence without pay, at the request of an authorized officer of the Union.

19.05 The Union shall make all requests for excused absences or leaves of absence as far in advance as possible and the Company shall act promptly upon each request.

- 19.06** Meetings with Management during a period of leave of absence shall not be considered as breaking a continuous period of leave of absence and shall be included in the period of such leave.
- 19.07** Union representatives, upon return from an excused absence or leave of absence shall be reinstated at work generally similar to that in which they were engaged last prior to their absence, and they shall be placed on the payroll at the rate received when such absence began, adjusted for any changes in wage level made during the period of absence. A leave of absence shall be without pay but shall not be considered as a break in service for the purpose of determining seniority, wage increases and other benefits, except as provided in paragraph 19.08 below.
- 19.08** The total cumulative period of leave of absence for Union business shall not exceed eighteen (18) years, all of which shall be counted as service credit in terms of employment. When the employee retires, the employee's pension will be based upon the pension band in which the employee would have been included if the employee had not been on leave of absence.
- 19.09** During the period of a leave of absence for Union activities the employee shall retain eligibility according to term of service, to:
- (a) Death Benefits
 - (b) Sickness Disability Benefits
 - Termination of leave of absence in order to qualify for Sickness Disability Benefits shall not be effective until fifteen (15) calendar days following receipt by the Leave of Absence Coordinator of written request for termination of such a leave of absence. In determining such employee's eligibility to sickness disability, the eighth calendar day following termination of the leave of absence shall be considered as the first day of absence because of sickness.
 - (c) Group Life Insurance Benefits for which the Company will pay the premiums.
 - (d) The following if the employee pays the premiums:
 - Medical Expense benefits
 - Dental Expense benefits
 - Vision Care benefits
 - Supplementary Group Life Insurance
 - Dependent Group Life Insurance

ARTICLE 20

Benefits

EMPLOYEE'S PENSIONS, DISABILITY BENEFITS AND DEATH BENEFITS

- 20.01** The Verizon Pension Plan for New York and New England Associates, as amended, and the Verizon Sickness and Accident Disability Plan for New England Associates, as amended, together with all procedures authorized in connection therewith, shall be considered part of this Agreement.
- 20.02** In the event the Company proposes to exercise the right provided in the "Changes in the Plan" sections of the Plans, by action affecting the benefits or privileges of employees represented by the Union, it will before doing so, notify the Union of its proposal and afford the Union a period of sixty (60) calendar days for bargaining on said proposal; provided, however, that no change may be made in the Plans which reduce or diminish the benefits or privileges provided thereunder as they apply to employees represented by the Union without its consent.
- 20.03** Nothing in this Agreement other than paragraph 20.02 above shall be construed to require the Company, upon the request of the Union, to bargain during the life of this Agreement on any changes in the Plan, or its applicable successor Plan.
- 20.04** Any claim that paragraph 20.02 has been violated shall be subject to arbitration under the provisions of Article 25 of this Agreement.
- 20.05** Nothing in this Agreement other than paragraph 20.02 above shall be construed to subject the Plan, or its applicable successor Plan to the arbitration procedures of Article 25 of this Agreement.

GROUP LIFE INSURANCE PLANS

- 20.06** The Verizon Group Life Insurance Plan for New York and New England Associates (which includes Supplementary Group Life Insurance), as amended, is hereby incorporated by reference as part of this Agreement.
- 20.07** Any question arising in connection with the Verizon Group Life Insurance Plan for New York and New England Associates, other than the Company's determination of eligibility for insurance, annual basic rate of pay or date of termination of individual insurance coverage for any employee with respect to the determination of benefits under those plans is specifically excluded from the arbitration procedures outlined in Article 25 of the Agreement.

MEDICAL EXPENSE PLAN AND ALTERNATE CHOICE PLAN

- 20.08** The Verizon Medical Expense Plan for New York and New England Associates, as amended, and the Verizon Alternate Choice Plan for New York and New England Associates are hereby incorporated by reference as part of this Agreement.
- 20.09** Certain employees may be eligible for extended coverage under the Verizon Medical Expense Plan for New York and New England Associates, or the Verizon Alternate Choice Plan for New York and New England Associates as provided for in Article 38, Extended Medical Coverage.
- 20.10** All questions arising in connection with the Verizon Medical Expense Plan for New York and New England Associates, the Verizon Alternate Choice Plan for New York and New England Associates or Extended Medical Coverage other than the Company's determination of term of employment or basic rate of pay for the administration of the plan are specifically excluded from the arbitration procedures outlined in Article 25 of the Agreement.

DENTAL EXPENSE PLAN

- 20.11** The Verizon Dental Expense Plan for New York and New England Associates, as amended, is hereby incorporated by reference as part of this Agreement.
- 20.12** All questions arising in connection with the Verizon Dental Expense Plan for New York and New England Associates other than the Company's determination of eligibility of employees in the bargaining unit for coverage under the plan are specifically excluded from the arbitration procedures outlined in Article 25 of this Agreement.

ANTICIPATED DISABILITY PROGRAM

- 20.13** The Verizon Anticipated Disability Program for New York and New England Associates as amended, is hereby incorporated by reference as part of this Agreement.
- 20.14** All questions arising in connection with the Verizon Anticipated Disability Program for New York and New England Associates, other than eligibility of employees for reinstatement under the program, are specifically excluded from the arbitration procedures outlined in Article 25 of this Agreement.

VISION CARE PLAN

20.15 The Verizon Vision Care and VDT User Eyecare Plan for New York and New England Associates (including the VDT User Eyecare Plan) is hereby incorporated by reference as part of this Agreement.

20.16 All questions arising in connection with the Verizon Vision Care Plan for New York and New England Associates (including the VDT User Eyecare Plan) are specifically excluded from the grievance and arbitration procedures outlined in Articles 24 and 25 of this Agreement.

LONG TERM DISABILITY PLAN

20.17 The Verizon Long Term Disability Plan for New York and New England Associates is hereby incorporated by reference as part of this Agreement.

20.18 All questions arising in connection with the Verizon Long Term Disability Plan for New York and New England Associates are specifically excluded from the grievance and arbitration procedures outlined in Articles 24 and 25 of this Agreement.

SAVINGS AND SECURITY PLAN

20.19 The Verizon Savings and Security Plan for New York and New England Associates, as amended, is hereby incorporated by reference as part of this Agreement.

20.20 All questions arising in connection with the Verizon Savings and Security Plan for New York and New England Associates other than the Company's determination of eligibility of employees to participate in the plan are specifically excluded from the arbitration procedures outlined in Article 25 of this Agreement.

STOCK OPTION PLAN

20.21 The Verizon Stock Option Plan for New York and New England Associates, as amended, is hereby incorporated by reference as part of the Agreement.

20.22 All questions arising in connection with the Verizon Stock Option Plan for New York and New England Associates are specifically excluded from the grievance and arbitration procedures outlined in Articles 24 and 25 of the Agreement.

ELIGIBILITY

20.23 Upon commencement of employment, all regular and temporary employees shall be eligible for benefits under the provisions of the following plans:

- The accident provisions of the Verizon Sickness and Accident Disability Benefit Plan for New England Associates;
- The Verizon Anticipated Disability Program for New York and New England Associates; and
- The VDT provisions of the Verizon Vision Care Plan for New York and New England Associates.

All regular and temporary employees with at least six (6) months of Net Credited Service as computed under the Verizon Pension Plan for New York and New England Associates, as amended, shall be eligible for benefits under the provisions of the following plans:

- The sickness provisions of the Verizon Sickness and Accident Disability Benefit Plan for New England Associates;
- The Verizon Group Life Insurance Plan for New York and New England Associates;
- The Verizon Long Term Disability Plan for New York and New England Associates; and
- The Verizon Long Term Care Insurance Plan for New York and New England Associates.

All regular and temporary employees with at least three (3) months of Net Credited Service as computed under the Verizon Pension Plan for New York and New England Associates, as amended, shall be eligible for benefits under the provisions of the following plans:

- The Verizon Medical Expense Plan for New York and New England Associates;
- The Verizon Alternate Choice Plan for New York and New England Associates;
- The Verizon Dental Expense Plan for New York and New England Associates; and
- The Verizon Vision Care Plan for New York and New England Associates.

Prior to attaining three (3) months of Net Credited Service, employees can obtain benefits under the foregoing four (4) plans on a fully contributory basis, in accordance with the terms of the specific Plan.

Eligibility under the Verizon Pension Plan for New York and New England Associates, the Verizon Savings and Security Plan for New York and New England Associates, and the Verizon Stock Option Plan for New York and New England Associates is governed by the terms of each respective plan. All other eligibility provisions of each of the plans named herein also apply.

ARTICLE 21

Vacations

ELIGIBILITY - REGULAR EMPLOYEES

21.01 To One Week Vacation

An employee who has completed six (6) months of net credited service during the calendar year shall be entitled to a one week vacation with pay unless the employee's date of employment establishes eligibility for a two weeks' vacation. If an employee becomes eligible for such vacation week on or after the first day of December, 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 that year's vacation.

21.02 To Two Weeks Vacation

An employee who entered the employ of the Company prior to March 1 of the vacation year and who has completed more than six (6) months but less than seven years of net credited service shall be entitled to two weeks' vacation with pay.

21.03 To Three Weeks Vacation

An employee who has completed or who will complete at least seven years of net credited service during the calendar year shall be entitled to three weeks' vacation with pay each year.

21.04 To Four Weeks Vacation

An employee who has completed or who will complete at least fifteen (15) years of net credited service during the calendar year shall be entitled to four weeks' vacation with pay.

21.05 To Five Weeks Vacation

An employee who has completed or who will complete at least twenty-five years of net credited service during the calendar year shall be entitled to five (5) weeks' vacation with pay, but only if at least one such week is taken during the months of January, February, March, April, November, or December.

EMPLOYEE LEAVING THE COMPANY BEFORE SCHEDULED VACATION DATE

- 21.06** Eligible employees who resign before taking all of their vacation shall be paid for their unused vacation, provided two weeks' notice of an intention to resign has been received by the Company. In its discretion the Company may allow less than two weeks' notice.
- 21.07** Eligible employees who are dismissed from the Company before taking all of their vacation shall be paid for their unused vacation.

VACATIONS NOT CUMULATIVE

- 21.08** Vacations shall not be cumulative; that is, unused vacations cannot be carried over into the next vacation year except as specified in this Article.
- 21.09** One week of the current year's vacation must be taken within the current vacation year. The remaining week(s) of vacation for the current year may be carried over and must be taken in the subsequent vacation year during the period commencing with the first full weekly payroll period in January and ending with the last weekly payroll period beginning in May. Each week thus carried over from the current vacation year must be matched by a week of vacation applicable to the subsequent vacation year, and the matching weeks must be taken during the period prescribed in the above paragraph. The weeks carried over and the matching weeks may be taken separately or consecutively, subject to the requirements of the service. Any week of the subsequent year's vacation which is used to match a week carried over satisfies the requirement that one week of the current year's vacation must be taken within the current calendar year.

The employee's option to carry over any of the vacation weeks must be exercised on or before June 15 of the current vacation year.

- 21.10** (a) When an employee's absence due to sickness or accident disability begins prior to the employee's scheduled vacation, and the employee

does not return before December 31, the remaining vacation will be deferred until termination of such absence. If the employee returns prior to December 31 and is unable to complete the vacation in the current vacation year, the remaining vacation will be deferred. Any deferred vacation should be selected by the employee within one week after return to work, and will be scheduled at any time during the year in accordance with the requirements of the service.

- (b) When an employee's absence for any reason other than sickness or accident disability begins prior to the employee's scheduled vacation, the employee must return to work by December 31 of the calendar year in which the vacation is scheduled in order to be allowed the vacation. If the employee is unable to complete the vacation in the current vacation year, the remaining vacation will be deferred. Any such deferred vacation should be selected by the employee within one week after return to work, and will be scheduled in accordance with the requirements of the service.

DAY-AT-A-TIME VACATIONS

21.11 Employees who are eligible for two weeks' vacation may use one of these weeks to be taken on a day-at-a-time basis. Employees who are eligible for three weeks' vacation may select two of these weeks to be taken on a day-at-a-time basis. Employees who are eligible for four or more weeks' vacation may select three of these weeks to be taken on a day-at-a-time basis. Employees who are eligible for five weeks vacation may select four of these weeks to be taken on a day-at-a-time basis. Selection procedures are as follows:

- (a) One, two or three full weeks will be selected and reserved from those vacation weeks remaining after all regular and carry-over weeks have been selected, according to the provisions of paragraphs 21.16-21.18 of this Article. Reserve week vacation selection shall not affect the more desirable two week vacation period, third week vacation period, fourth week vacation period, or fifth week vacation period of another employee.
- (b) The period during which the reserved week(s) may be scheduled shall extend through the last weekly payroll period beginning in March of the following calendar year. Vacations so scheduled shall not be subject to the provisions of paragraphs 21.08 or 21.09 of this Article.

- (c) In lieu of the reserve week(s), single vacation days may then be granted to employees on the basis of the earliest request in accordance with the requirements of the service. The full week or portions of the reserve week that have not been used on a day-at-a-time basis by the time that the reserve week occurs must be taken during the reserved week as scheduled.

Employees who have reserved weeks for day-at-a-time vacation may take up to three weeks on the basis of one half (1/2) of a day's assigned tour in accordance with the selection procedures set forth above.

PAYMENT OF VACATIONS

- 21.12** A regular full time employee shall be paid at the basic weekly wage rate for a normal five day work week plus any tour differentials, except that an employee temporarily on a higher assignment shall receive the higher rate if the employee is to return to the higher assignment. However, if an employee has worked on a higher assignment for at least four consecutive weeks immediately preceding the vacation, the employee shall receive vacation payments at the higher rate.
- 21.13** In case a holiday occurs during an employee's vacation, the employee shall be granted a day off with pay subject to the requirements of the service. Ordinarily, such day off should be the last working day prior to the vacation, the first working day following the vacation or a day scheduled in accordance with the Excused Work Day provisions of Article 17.

VACATION YEAR AND PAYROLL WEEK

- 21.14** The vacation year commences with the first full payroll week falling entirely within January and ends with the last payroll week beginning in the following December.
- 21.15** A payroll week begins on Sunday and ends on the following Saturday.

SELECTION AND ASSIGNMENT OF VACATION PERIODS

- 21.16** Employees may split the two week vacation period but shall not be required to do so.
- 21.17** Third week vacation selection shall not affect the more desirable two week vacation period of another employee. Fourth week vacation selection shall not affect the more desirable two week vacation period or the third week vacation period of another employee. Fifth week

vacation selection shall not affect the more desirable two week vacation period, third week vacation period, or fourth week vacation period of another employee. Three, four or five consecutive weeks' vacation may be granted.

21.18 The Company shall prepare vacation schedules for employees in each unit in accordance with work loads. Vacations shall be selected on a seniority basis and the vacation selection process for the following calendar year will be completed by December 15th of the current calendar year so that employees may have ample notice of their vacation. Ordinarily, vacations shall not start on days other than Sunday.

ELIGIBILITY - TEMPORARY EMPLOYEES

21.19 A temporary employee who has accumulated one hundred thirty (130) days of work (including days of paid absence) during the current vacation year, including work at some time during either January or February shall be eligible for a vacation of two weeks with pay, or such part thereof as can be taken before the end of the vacation year.

21.20 Any temporary employee who has accumulated one hundred thirty (130) days of work (including days of paid absence) during the current vacation year, but not including work during either January or February shall be given a vacation of one week with pay.

RATE OF PAY - TEMPORARY EMPLOYEES

21.21 A full time temporary employee shall be paid the basic weekly wage rate.

21.22 A part time temporary employee shall be paid the average of the weekly earnings during the period commencing with the first full calendar week of the year and ending with the week next but one preceding the start of the vacation. The average earnings per week shall be computed by dividing the total earnings by the number of weeks in which the employee worked (including paid absence) during the period specified. In computing the weekly vacation payment as specified, in no case shall the payment exceed the employee's weekly basic wage rate.

SCHEDULING - TEMPORARY EMPLOYEES

21.23 Vacations shall be scheduled in accordance with the requirements of the service. An employee's vacation may be scheduled before the employee has accumulated one hundred (130) days of work provided

that this is essential to proper force coverage throughout the year and that there is a definite expectation that the employee will subsequently accumulate the one hundred thirty (130) days of work as specified in paragraph 21.20.

ARTICLE 22

Holidays

22.01 On the following holidays all employees working in the States of Maine, Massachusetts, New Hampshire, Rhode Island and Vermont shall receive a holiday allowance of one day's pay at the straight time rate subject to the exceptions in the following paragraphs:

HOLIDAYS	
New Year's Day	January 1
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
Floating Holidays	Note A

NOTE A - Employees will be eligible for two (2) Floating Holidays, except that for employees permanently assigned in the State of Vermont the number of Floating Holidays shall be three (3); and for employees permanently assigned in the State of New Hampshire the number of Floating Holidays shall be three (3) in even-numbered years only. However, an employee hired on or after May 1 and prior to Columbus Day will be eligible for one (1) Floating Holiday for the calendar year in which hired. Employees hired on or after Columbus Day are not eligible for and may not select Floating Holidays for the calendar year in which hired. Eligible employees permanently assigned in the states indicated shall select Floating Holidays from the following chart, concurrent with the scheduling of vacations:

	ME	MA	NH	RI	VT
Martin Luther King Day	THIRD MONDAY IN JANUARY				
Lincoln's Birthday					
Fast Day			4th M Apr.		
Patriot's Day	3rd M Apr.	3rd M Apr.			
Victory Day					
Bennington Battle Day					
Columbus Day	SECOND MONDAY IN OCTOBER				
General Election Day			Biennially		
Day After Thanksgiving	FOURTH FRIDAY IN NOVEMBER				
Employee's Birthday					
Religious Holiday					

- 22.02** When any of the days listed in paragraph 22.01 falls on a Sunday, the following Monday shall be observed instead.
- 22.03** During a week in which a holiday occurs (excluding those weeks in which the holiday falls on Saturday) the normal week of employees consists of four full days for which they shall receive the full amount of their basic weekly wage rate. For work in excess of four full days, employees will be compensated at the rate of time and one-half computed at their basic hourly wage rates except that work on the holiday itself will be compensated for in accordance with paragraph 22.05 of this Article.
- 22.04** In cases where a holiday occurs during an employee's vacation, the employee will be treated in accordance with paragraph 21.13 of Article 21 - Vacations.
- 22.05** Employees who work on holidays shall be compensated at the rate of one and one-half times the straight time rate, for hours actually worked within the basic work day in addition to a day's pay for the holiday. Time worked in excess of a basic work day on such holidays will be compensated at the rate of two and one-half times the straight time rate for such hours actually worked.
- 22.06** In case a holiday occurs on a Saturday the employee will be granted a day off in the week in which the Saturday holiday falls. The day off will be granted as force conditions permit, although the individual's choice of day may be taken into consideration. In cases where it is practicable to give consideration to the choice of the employee, and

there are conflicting requests, seniority shall be the governing factor. Under exceptional circumstances if force conditions do not permit a day off during the period specified, one and one-half days pay may be given or the day off may be granted at some other time.

- 22.07** Temporary employees shall not receive holiday pay if that employee has not worked in each of the four calendar weeks immediately preceding the week in which the holiday falls. A temporary employee shall not be paid if assigned but fails to report or is offered work and declines the holiday assignment.
- 22.08** An employee shall not be paid for the holiday when on leave of absence or when receiving Disability Benefits, is absent without pay for the entire holiday week, or when assigned on the holiday but does not report for duty unless paid under Article 17 - Absence From Duty.

ARTICLE 23

Overtime and Call Outs

DAILY OVERTIME

- 23.01** Daily overtime, at the rate of time and one-half will be paid to employees who work in excess of a basic work day, except on a holiday when such work will be paid at the rate of two and one-half times the straight time rate for such hours actually worked. Such time worked shall not be used in computing weekly overtime hours. A minimum of ten (10) minutes worked is necessary to qualify for such overtime payments.

WEEKLY OVERTIME

- 23.02** Weekly overtime shall be paid for at time and one-half for time worked on a sixth day after the employee has worked five basic work days in a basic work week. Company observed holidays falling on Monday through Friday shall be considered as days worked in computing payment for weekly overtime. A day off with pay granted in lieu of a Saturday holiday counts as a day of work in computing payment for weekly overtime at the rate of time and one-half. Those overtime hours in excess of twelve (12) per week will be paid at the double time rate.
- 23.03** In the application of the preceding provisions, only the following absence shall be considered as time worked for the purpose of computing overtime payments:

- (a) Paid absence of less than half a day.
- (b) Paid absence of a Union representative meeting with Management.
- (c) Holidays not worked, day-at-a-time vacation day and paid Excused Work Day.

OVERTIME LIMITATIONS

23.04 An employee will be required to work no more than a total of ten (10) hours overtime in any payroll week during January, February, March, April, May, November and December and no more than a total of twelve (12) hours overtime in any payroll week during the remaining five calendar months of the year except in case of emergency, long term service difficulties or if the employee consents to such overtime.

23.05 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.

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

OVERTIME DISTRIBUTION

23.07 The Company will distribute overtime in as fair and equitable a manner as circumstances and job requirements will permit.

CALL OUT PAYMENTS

23.08 Employees called out to work under the following conditions shall be paid for the hours worked in accordance with the provisions of this Agreement. However, employees working under these conditions shall receive a minimum of four hours’ pay, irrespective of the time actually worked.

- (a) If called to work prior to the start of an assigned tour and such work time is not continuous with the assigned tour.
- (b) If called to work after having returned home at the completion of a tour.
- (c) If called to work on any unassigned day.

ARTICLE 24

Grievance Procedure

24.01 A grievance is a complaint involving the interpretation or application of any of the provisions of this Agreement or a complaint that an employee or group of employees for whom the Union is bargaining agent has, in any manner, been unfairly treated. When an employee has a complaint, the employee or a Union Steward may present it to the employee's immediate supervisor. If the complaint is not resolved, the grievance procedure outlined below should be followed:

Step 1: The Union shall present the grievance to the employee's Second Line Supervisor. The grievance will be processed and a decision rendered within ten (10) working days of presentation by the Union to the employee's Second Line Supervisor unless the time period is extended by mutual consent. If the grievance involves a discharge, the Union may omit Step 1 and submit the grievance directly to Step 2.

Step 2: The Union may next present appeal to the Director Level or a designated representative. Grievances so appealed will be processed and a written decision rendered within ten (10) working days of receipt of appeal unless the time period is extended by mutual consent.

Step 3: The Union may next present appeal for adjustment to the Chairperson of the Bargaining Committee or a designated representative. Grievances so appealed will be processed and a written decision rendered within fifteen (15) working days of receipt of appeal unless the time period is extended by mutual consent.

24.02 Grievances must be presented initially within thirty (30) calendar days of the occurrence which gave rise to the grievance. Notification of appeal shall be in writing at Steps 2 and 3 and shall set forth the act or occurrence grieved, the name or names of employees aggrieved where practical, the contract provision alleged to have been violated, if any, and the remedy requested. The specification of additional contract provisions alleged to have been violated may be made in subsequent appeals up to the 3rd Step of the grievance procedure. Written appeal must be received by the Company representative designated and authorized to handle grievances at Steps 2 and 3 within ten (10)

calendar days following the date of notice to the Union of the decision reached at the previous step.

- 24.03** Disposition of any grievance not appealed within the specified time limits shall be considered final. Failure of the Company to process a grievance and render a decision within the specified time limit entitles the Union to appeal it to the next step of the grievance procedure.
- 24.04** Employees may review at reasonable times their own personnel records, only those personnel records of their own that are maintained by their immediate supervisor. Upon the employee's specific written request such personnel records may be reviewed by a Union Representative.
- 24.05** Once a Union representative has notified a Company representative of a grievance, the Company will not discuss the matter with the individual employee or employees involved without first affording a representative of the Union an opportunity to be present, at a time and place mutually agreeable to the Union and the Company.
- 24.06** The Company recognizes the right of the Union to make a reasonable investigation of the circumstances surrounding any grievance and agrees to cooperate with the Union in such investigation.
- 24.07** Any individual employee or a group of employees may present grievances to the Company at any time and such grievances may be adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement, provided that the Union has been given an opportunity to be present at such adjustment.

ARTICLE 24A

Discipline and Discharge

- 24A.01** The Company has the sole right to discharge an employee for just cause, and the sole right to discipline the employee. When an employee is discharged or otherwise disciplined, the Company recognizes the right of such employee or of the Union on behalf of such employee to present a grievance in accordance with Article 24.
- 24A.02** 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 announced, a Union representative may be present if the employee so requests.

24A.03 The Union agrees that it will cooperate with the Company and will support and initiate efforts to assure good job performance, attendance and observance of Company rules through cooperation by its members and by its own efforts.

ARTICLE 24B

Mediation

24B.01 For grievances involving disciplinary action which are subject to arbitration under Article 25 of this Agreement, the parties may, jointly, within thirty (30) calendar days after the filing of the request for arbitration, elect to use the mediation procedures hereinafter provided. The election shall be in writing and signed by authorized representatives of the parties. If no such election is made within the foregoing time period, the arbitration procedures set forth in this collective bargaining agreement shall be followed. A party may choose to terminate the mediation process at any time.

24B.02 A panel of five mediators shall be selected by the parties. Each mediator shall serve until his or her services are terminated by written notice from either party to the other. The mediator shall be notified of his or her termination by joint letter from the parties. Mediators shall be assigned cases in rotating order designated by the parties. If a mediator is not available for conference within thirty (30) days after receiving an assignment, the case will be passed to the next mediator. If a case cannot be scheduled within thirty (30) days, the case will be assigned to the mediator who can conference the case on the earliest date.

24B.03 The procedures for mediation shall be as follows:

- (a) The parties shall notify the assigned mediator in writing of their decision to use mediation and the location of the conference.
- (b) The Mediation Conferences will normally be held at one of the following locations:
 - Boston, Massachusetts;
 - Lynn, Massachusetts;
 - Manchester, New Hampshire

- (c) The spokesperson for the Company will be a Director-Labor Relations or his or her designee. The spokesperson for the Union will be a representative of the International Union or his or her designee. No individual who has been a practicing attorney within the past five (5) years will attend the Mediation Conference.
- (d) In addition to the individuals identified above, the Union may determine to have present at the mediation conference the grievant, and a Local Union representative, and the Company may determine to have present at the mediation conference the grievant's supervisor and district level manager or designee. Attendance by others at the Mediation Conference shall be only upon mutual consent of the parties.
- (e) All written material that is presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the Mediation Conference.
- (f) Proceedings before the mediator shall be informal in nature. The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The rules of evidence will not apply, and no transcript of the Mediation Conference shall be made. The presentation of evidence is not limited to that presented at Step 2 or Step 3 of the grievance procedure.
- (g) The mediator may meet separately with the parties during the Mediation Conference for the purpose of resolving the grievance. However, the mediator does not have the authority to compel the resolution of the grievance.
- (h) If the Company and Union agree to settle the grievance such settlement resulting from the conference shall not be precedent-setting.
- (i) If no settlement is reached during the Mediation Conference, the mediator shall provide the parties with an immediate oral advisory opinion, unless both parties agree that no opinion shall be provided. The mediator shall state the basis for his or her advisory opinion.
- (j) If no settlement is reached as a result of the Mediation Conference, the grievance may be scheduled for arbitration in accordance with the Collective Bargaining Agreement.

- (k) In the event that a grievance which has been mediated subsequently is arbitrated, no person serving as a mediator between these parties may serve as the arbitrator. Neither party may at the arbitration hearing refer to statements or settlement proposals made by the other party in connection with the Mediation Conference or any statements made by the Mediator.
- (l) By agreeing to schedule a Mediation Conference, the Company does not acknowledge that the case is properly subject to arbitration and reserves the right to raise issues of arbitrability notwithstanding its agreement to schedule such a conference.
- (m) The compensation and expenses of the mediator and the general administrative expenses of the Mediation Conference shall be borne equally by the parties. The Company shall pay for the grievant and no more than one (1) Union representative for attendance at the Mediation Conference.
- (n) The mediator shall conduct no more than four (4) mediation conferences per day.

ARTICLE 25

Arbitration

25.01 If the Union contends that the intent and meaning of one or more of the Articles of this Agreement (except as otherwise provided in the Agreement) has been violated by the Company, it may demand arbitration provided that written notice is received by the Company no later than sixty (60) calendar days after the conclusion of the final step of the grievance procedure.

25.02 Only the Union shall have the right to demand arbitration hereunder.

25.03 The procedure for arbitration shall be as follows:

- (a) Arbitration shall be conducted through a Board of Arbitration consisting of one (1) representative selected by the Union, one (1) representative selected by the Company, and one (1) impartial chairman mutually chosen by the parties.
- (b) The parties shall as expeditiously as possible endeavor to agree upon the impartial chairman from arbitration lists supplied by the American Arbitration Association. If unable to agree after

three lists, each party shall pick three arbitrators in order of choice from a list of five supplied by the American Arbitration Association. The arbitrator most preferred will be the impartial chairman.

- (c) If the Company contends at the hearing that the grievance desired to be arbitrated does not raise an arbitrable issue, the Board of Arbitration shall first hear and determine separately in accordance with paragraph (d) below, the question of whether an arbitrable issue has been presented. If the Board decides that the issue or issues are arbitrable it shall have authority to further hear and determine the merits of the grievance. However, either party may, within ten (10) days after the rendition of the Board's decision on arbitrability, appeal such decision to a Court of competent jurisdiction, which Court shall hear and determine "de novo" the question of arbitrability. In such event, the Board shall have the authority to further hear and determine the merits of the grievance only after a final judgment of the Court has determined that the grievance upon which the arbitration has been requested raises an arbitrable issue or issues.
- (d) The decision of a majority of the Board shall be the decision of the Board of Arbitration. The Board shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement nor shall it have power to establish or determine any new wage rate, job title or job differential. The decision of the Board, which shall contain a full statement of the grounds upon which the issue or issues are decided shall be final, and the Union, its representatives, all employees and the Company agree to abide thereby.
- (e) Each of the parties shall bear the compensation and expenses of the member of the Board of Arbitration appointed by it and each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the impartial chairman and any other expenses of such Board shall be borne equally by the parties.
- (f) Conduct at the hearing and post-hearing activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

25.04 If the grievance to be arbitrated involves a discharge, suspension or disciplinary demotion, the Board of Arbitration shall determine whether such discharge, suspension, or demotion was for just cause, and may not substitute its judgment for that of the Company unless it finds that the Company acted without just cause. If the Board of Arbitration finds no just cause, the employee shall be reinstated. At the Board's discretion, the employee may be granted lost seniority and may be reimbursed on the following basis:

- (a) The employee may receive straight time pay for time lost in the basic work week and an additional amount not to exceed ten (10) percent of the former, such amount to be in lieu of all other losses which the employee may have incurred during the time the employee was separated from the Company. No other benefits, lost overtime opportunities, or other amounts shall be paid. The Board's total back pay award, as calculated above, shall be reduced by: all interim earned income, including overtime earnings, unemployment compensation, termination pay and Company pension payments. The Board shall have the discretion to deduct other amounts deemed appropriate, such as Social Security Disability Payments, etc.
- (b) To the extent that they are not offset by back wages in paragraph (a) above all monies (other than wages) received from the Company, including but not limited to termination pay and pension pay, shall be repaid to the Company upon reinstatement of an employee.

25.05 If the grievance to be arbitrated concerns any determination of the Company involving the exercise of discretion other than that described in paragraph 25.04, such determination shall not be set aside by the Board of Arbitration unless it shall find it to have been made arbitrarily or in bad faith.

25.06 Any question arising in connection with the dismissal, the suspension or the disciplinary demotion of any regular employee having less than one (1) year of net credited service at the time of such dismissal, suspension or demotion, or, any question arising in connection with the application of this Agreement to temporary employees or occasional employees is specifically excluded from the arbitration procedures outlined in this Article.

25.07 Any arbitration case which has not been scheduled for hearing by the parties within twelve (12) months of the date of initial receipt by the Company of the demand for arbitration will be considered to have been finally disposed of under the provisions of Article 24, unless the Union's National Convention within the following twelve (12) months votes to arbitrate the case and schedules it within ninety (90) of such vote, or unless the Company and the Union mutually agree in writing to extend the time period. When the Company is informed that the Union wants to schedule an arbitration case for hearing, the Company promptly will work with the Union to schedule it.

ARTICLE 25A

Expedited Arbitration

25A.01 The procedures herein will apply to arbitration involving disciplinary action which is specifically subject to arbitration under the collective bargaining agreement.

25A.02 In lieu of the procedures specified in Article 25 of this Agreement, any grievance involving the suspension of an individual employee, except those which also involve an issue of arbitrability, contract interpretation, or work stoppage (strike) activity and those which are also the subject of an administrative charge or court action shall be submitted to arbitration under the expedited arbitration procedure hereinafter provided within fifteen (15) calendar days after the filing of a request for arbitration. In all other grievances involving disciplinary action which are specifically subject to arbitration under Article 25 of this Agreement, both parties may, within fifteen (15) calendar days after the filing of the request for arbitration, elect to use the expedited arbitration procedure hereinafter provided. The election shall be in writing and, when signed by authorized representatives of the parties, shall be irrevocable. If no such election is made within the foregoing time period, the arbitration procedure in Article 25 shall be followed.

25A.03 As soon as possible after this Agreement becomes final and binding, a panel of five umpires shall be selected by the parties. Each umpire shall serve until the termination of this Agreement unless his or her services are terminated earlier by written notice from either party to the other. The umpire shall be notified of his or her termination by joint letter from the parties. The umpire shall conclude his or her services

by settling any grievance previously heard. A successor umpire shall be selected by the parties. Umpires shall be assigned cases in rotating order designated by the parties. If an umpire is not available for a hearing within ten (10) working days after receiving an assignment, the case will be passed to the next umpire. If no one can hear the case within ten (10) working days, the case will be assigned to the umpire who can hear the case on the earliest date.

25A.04 The procedure for expedited arbitration shall be as follows:

- (a) The parties shall notify the umpire in writing on the day of agreement or date of arbitration demands in suspension cases to settle a grievance by expedited arbitration. The umpire shall notify the parties in writing of the hearing date.
- (b) The parties may submit to the umpire prior to the hearing a written stipulation of all facts not in dispute.
- (c) The hearing shall be informal without formal rules of evidence and without a transcript. However, the umpire shall be satisfied himself or herself that the evidence submitted is of a type on which he or she can rely, that the hearing is in all respects a fair one, and that all facts necessary to a fair settlement and reasonably obtainable are brought before the umpire.
- (d) Within five (5) working days after the hearing, each party may submit a brief written summary of the issues raised at the hearing and arguments supporting its position. The umpire shall give his or her settlement within five (5) working days after receiving the briefs. He or she shall provide the parties a brief written statement of the reasons supporting his or her settlement.
- (e) The umpire's settlement shall apply only to the instant grievance, which shall be settled thereby. It shall not constitute a precedent for other cases or grievances and may not be cited or used as a precedent in other arbitration matters between the parties unless the settlement or a modification thereof is adopted by the written concurrence of the representatives of each party at the third step of the grievance procedure.
- (f) The time limits in (a) and (d) of this Section may be extended by agreement of the parties or at the umpire's request, in either case only in emergency situations. Such extensions shall not circumvent the purpose of this procedure.

- (g) In any grievance arbitrated under the provisions of this Section, the Company shall under no circumstances be liable for backpay for more than six (6) months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays requested by the Union in which the Company concurs shall not be included in such additional time.
- (h) The umpire shall have no authority to add to, subtract from or modify any provisions of this Agreement.
- (i) The decision of the umpire will settle the grievance, and the Company and the Union agree to abide by such decision. The compensation and expenses of the umpire and the general expenses of the arbitration shall be borne by the Company and the Union in equal parts. Each party shall bear the expense of its representatives and witnesses.
- (j) The time limit for requesting arbitration under this provision shall be the same as in existing procedures.

ARTICLE 26

No Strike

26.01 The Union agrees that during the term of this Agreement and any extension thereof it will not cause or permit its members to cause, nor will any member of the Union take part in, any strike of or other interference with any of the Company's operations or picketing of any of the Company's premises with respect to any dispute subject to arbitration.

ARTICLE 27

Management Rights

27.01 Subject only to the express limitations contained in this Agreement, the Company retains the exclusive right to manage its business including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to assign and direct the work force and to conduct its operations in a safe and effective manner.

ARTICLE 28

Safety

- 28.01** Safety is a concern to the Company and the Union. The Company and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principles of safety on the part of all employees to provide for their own safety and that of their fellow employees, customers and the general public.
- 28.02** To achieve the above principles, the Company and the Union agree to establish for the duration of the Agreement an advisory committee on safety principles at the Company headquarters level. The committee shall consist of not more than three (3) representatives each from the Company and the Union (to be appointed by the Company and the International Union respectively). This committee shall meet from time to time as required but at least three (3) times per year.
- 28.03** In connection with any safety activities, the Company agrees to reimburse only for the time spent by active employees for attendance at such committee meetings during the time the employee's scheduled tour at his or her regular straight time rate of pay.

ARTICLE 29

Expenses

GENERAL

- 29.01** It is the intent of the Company to reimburse employees incurring reasonable and necessary expenses, which have been authorized in connection with appropriate activities having to do with business of the Company. Expense vouchers, other than for the allowances specified in this Article, shall represent amounts actually expended and shall be made out and signed as "correct" by the employee incurring the expense.
- 29.02** When an employee is transferred by Management to meet the requirements of the service, Management will decide the most equitable expense and travel time treatment as outlined in this Article. For the purpose of computing distance in this Article, Management shall determine mileage by the most direct and practicable route on a standard road map.
- 29.03** When transfer is requested by the employee no expense or travel time treatment is provided.

29.04 In the case of permanent transfer by Management, the expense and travel time treatment will terminate after ninety (90) calendar days following date of transfer.

TRAVEL TIME AND EXPENSE

29.05 In those transfers, permanent or temporary, where it has been decided that the employee is to travel to the new reporting headquarters one of the following provisions will apply:

- (a) If Company transportation is used, travel shall be on Company time. No travel expense will be allowed.
- (b) If public transportation is used, travel shall be on Company time. The actual expense incurred will be allowed.
- (c) If the Company decides to provide a travel allowance for each day worked in lieu of the travel time and expense provisions of paragraphs (a) or (b) above, such travel allowance shall be in accordance with the following schedule:

Distance from normal reporting head- quarters to new reporting headquarters	Daily Allowance
5 but less than 15 miles	\$19.50
15 but less than 25 miles	27.50
25 but less than 35 miles	35.50
35 but less than 50 miles	49.50

Note: If the Company decides with employee concurrence, to provide a travel allowance in lieu of travel time and expense where the transfer is for less than five (5) days and to a reporting headquarters fifty (50) to sixty (60) miles, inclusive, from normal reporting headquarters, the employee will receive an allowance of sixty-six dollars (\$66.00) for each day worked

- (d) If the employee utilizes a route which involves toll charges, the employee will be reimbursed for the amount of toll charges actually incurred, even if the route is other than that which Management determined for the purposes of paragraph (c).
- (e) No travel allowance will be paid to employees working in the city or town in which they reside, even though such assignment is away from their normal reporting headquarters, unless the distance from the employee's residence to the new reporting headquarters is five (5) miles or more.

29.06 In those transfers, permanent or temporary, where it has been decided that an employee is to be boarded at a distant point, one of the following procedures will apply:

- (a) If the employee is to be boarded seven (7) days per week the employee is to be on the job for the entire normal work week. Necessary travel time to and from reporting headquarters at the beginning and end of such transfer shall be treated as time worked. When transportation is not provided by or arranged for by the Company, the employee shall be paid a transportation allowance of thirty two and one-half cents (\$.325) per mile for the distance between the employee's normal reporting headquarters and the new reporting headquarters. If the employee is not assigned work on either Saturday or Sunday, the employee will have the option of the transportation treatment provisions of paragraph (b) below, in lieu of lodging and meal expense over the weekend.
- (b) If the employee is to be boarded up to five (5) days per week the employee will be allowed reasonable travel time to return from the job to reporting headquarters and from headquarters to the job over the weekend, provided that the actual travel time does not exceed two (2) hours each way; except, if the travel is to a formal training facility, travel time will be treated as time worked. When transportation is not provided by or arranged for by the Company, the employee shall be paid a transportation allowance of thirty-two and one-half cents (\$.325) per mile for the distance between the employee's normal reporting headquarters and the new reporting headquarters.

Note: In the event the Internal Revenue Service (IRS) increases the standard mileage rate allowable as a business use deduction from gross income during the term of the Agreement, the Company will increase the amount of reimbursement accordingly, coincident with IRS increases, effective on the first day of the month following the announcement date, or the first day of the month following the effective date, whichever is later.

BOARD ALLOWANCE

29.07 Board Allowance for the purpose of this Article shall mean meals and lodging.

29.08 When an employee is to be boarded, as provided in paragraph 29.06 above, one of the following procedures will apply:

- (a) The Company will make arrangements for lodging and meals, or
- (b) The Company will make arrangements for lodging and the employee will receive a daily meal allowance for each day assigned as follows:

Location to Which Transferred	
Within Wage Zone 1	Within Wage Zone 2
\$41.00	\$38.50

- (c) The Company will make arrangements for transportation between the lodging location and the reporting location when the distance between the locations exceeds one (1) mile.
- (d) If the Company decides with employee concurrence, to provide a board allowance in lieu of the provisions of (a) or (b) and (c), the employee will receive a board allowance of seventy-six dollars (\$76.00) for each day assigned or ninety dollars and fifty cents (\$90.50) for each day assigned when the distance from normal reporting headquarters to new reporting headquarters is over one hundred fifty (150) miles.
- (e) If the employee is to be boarded seven (7) days per week, a laundry allowance of sixteen dollars and fifty cents (\$16.50) will be paid for each weekend that the employee is assigned to work Saturday or Sunday, or both days.

MOVING EXPENSE - RELOCATION ALLOWANCE

29.09 Employees who are permanently transferred by Management to a new reporting headquarters may:

- (a) elect to receive reimbursement for reasonable moving costs incurred not to exceed nine thousand seven hundred dollars (\$9,700.00) if they are required, in the judgment of the Company, to relocate their residence as a result of the transfer; or
- (b) elect to receive a relocation allowance of two thousand five hundred dollars (\$2,500.00) if the new reporting headquarters is more than thirty-five (35) miles from the employee's present permanent reporting headquarters.

Claims for reimbursements for reasonable moving costs incurred, or for a relocation allowance must be made within twelve (12) months of effective date of transfer.

29.10 When such transfer is requested by the employee, or is associated with reemployment following layoff, no moving expense or relocation allowance will be paid.

TAXI

29.11 An employee who becomes ill or meets with an accident during a tour of duty, necessitating transportation from place of work to home by taxi, shall be reimbursed for the expense incurred by such a trip.

QUALIFICATION TESTING ALLOWANCE

29.12 When an employee is assigned by the Company to take a qualification test for selection to fill a vacancy, at a location over fifty (50) miles from the employee's normal reporting headquarters, a transportation allowance of thirty two and one-half (\$.325) cents per mile will be paid for the distance to and from the employee's normal reporting headquarters and the test location.

NEW CAREER

29.13 The Company will reimburse employees who retire during the term of the current collective bargaining agreement for actual expenses, not to exceed three thousand dollars (\$3000), incurred during the 12 month period after retirement for the following, provided that such expenses are incurred for the purpose of helping prepare the retiree for a new career:

- fees associated with career counseling, skills and interest assessment, resume preparation and placement agency fees.
- tuition and fees at a college or university.
- tuition and fees at a technical or computer training center.
- tuition and fees at other job training centers.

CONCLUSION

29.14 The payments provided in this Article are expense allowances and shall not be construed as part of basic wages for any purpose under this Agreement.

ARTICLE 30

Data Regarding Covered Employees

30.01 The Company agrees, upon reasonable request by the Union, to furnish the names, addresses, wage tables and locations of all employees in the bargaining unit.

- 30.02** The Company shall notify the Union weekly of the names, addresses, wage tables and locations of all new hires, and of all employees who have permanently left the bargaining unit through resignation or transfer.
- 30.03** The Company shall be responsible for providing the Union with a copy of the contract for each Union eligible employee.
- 30.04** The Union shall furnish the Company in writing the names of duly certified Union representatives, and shall also notify the Company in writing of additions or deletions to the list of certified representatives as such changes occur. The Company shall give prior notice (normally 5 working days) to the Union of the transfer or promotion to management of any duly certified Union representative.

ARTICLE 31

Classification and Treatment of Part Time Employees

- 31.01** 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).
- 31.02** 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 and the likelihood that such number of work hours will continue for a reasonably foreseeable period of time except that any hours worked which are paid at the overtime rate shall not be counted in computing the average number of hours worked.
- 31.03** Except as otherwise provided for in paragraph 31.04, a part time employee 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.

- 31.04** All hours worked by a part time employee in Customer Service Centers, Kiosks, DM/DR (Direct Marketing/Direct Response) Centers and any equivalent retail sales or service centers operation, shall be paid at the equivalent basic hourly rate for a comparable full time employee (excluding evening and night differential, Saturday differential, Saturday and Sunday premiums, holiday premium, or any other differentials or premiums) working a normal daily tour in the same job title, classification, and work group. Payment to such 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.
- 31.05** Payments to a regular part time employee for sickness disability, accident disability, or death benefits, vacations, holidays, anticipated disability leave, sickness absence, or termination allowance (or its equivalent) shall be prorated 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 and work group. A part time employee shall not be paid for time not worked on a holiday or for incidental absence due to sickness to which entitled unless such holiday or absence due to sickness occurs on a day of the week on which the employee is normally scheduled to work.
- 31.06** Employees who work as part time employees shall, if otherwise eligible to participate under the terms of such plans, be eligible for coverage under the Verizon Medical Expense Plan for New York and New England Associates or Verizon Alternate Choice Plan for New York and New England Associates, Verizon Dental Expense Plan for New York and New England Associates, and Verizon Vision Care Plan for New York and New England Associates, as follows:
- (a) Employees whose part time equivalent work week classification is sixteen (16) or less shall be eligible by enrollment and payment of 100% of the premiums for such coverage;
 - (b) Employees whose part time equivalent work week classification is seventeen (17) through twenty-four (24) shall be eligible by enrollment and payment of 50% of the premiums for such coverage;

- (c) Employees whose part time equivalent work week classification is twenty-five (25) or more shall be eligible for such coverage on the same basis as a regular full time employee.

Note: For the term of this Agreement, regular employees who were on the active payroll of the Company as of December 31, 1980, and who work part time on or after January 1, 1981, without a break in term of employment, shall continue to be covered under the plans in this paragraph 31.06 on the same basis as a regular full time employee regardless of classification.

31.07 All part time employees, regardless of work location or environment, when eligible for paid and unpaid Excused Work Days in any year will be entitled to such time off 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. The amount of such time off to which entitled is best expressed in terms of hours, i.e., a part time employee with a classification of 15 on a comparable 40 hour tour shall be entitled to 12 paid Excused Work Day hours and 3 unpaid hours.

31.08 Excused Work Days for part time employees normally shall only be granted on a scheduled work day and normally should cover the total hours in the scheduled work day. The excused time off paid for, however, should not exceed the number of hours the employee is scheduled to work that day, i.e., if scheduled to work 4 hours the excused work day time charged and paid for on that day may not exceed 4 hours.

31.09 When the Excused Work Day hours for which an employee is entitled - either totally for the year or that portion remaining after the employee has utilized a number of scheduled work days - are less than the hours in any scheduled day of work they may be taken by having the employee work a partial tour and be excused and paid for the time equivalent to the remaining Excused Work Day entitlement.

ARTICLE 32

New Job Titles and Job Classifications

32.01 Whenever the Company determines it appropriate to create a new job title or job classification in the bargaining unit, or restructure or redefine an existing one, it shall notify the Union in writing of such job title or classification and shall furnish a description of the duties

and the wage rates or schedules initially determined for such job titles or classifications. Such wage rates or schedules shall be designated as temporary. Following such notice to the Union, the Company may proceed to staff such job title or classification.

- 32.02** The Union shall have the right, within thirty (30) days from receipt of notice from the Company, to initiate negotiations concerning the initial wage rates or schedules established as temporary by the Company. If negotiations are not so initiated, the temporary designation shall be removed from the job title or classification.
- 32.03** If negotiations are initiated, the parties will make a good faith attempt to reach agreement within ninety (90) days following the initiation of negotiations. If agreement is reached between the parties within this ninety (90) day period, the temporary designation shall be removed from the job title or classification.
- 32.04** If the parties are unable to reach agreement within the aforesaid ninety (90) day period, then each party shall deliver to the other, in writing, on the ninetieth (90th) day, its final position on the wage rates and schedules. Within three (3) business days of such delivery to the other party, either party may deliver a written modified final position to the other, provided such written modified final position is closer to the final position of the other party. If no such written modification is delivered, then such final positions may be submitted by the Union to a neutral third party as provided for in paragraph 32.06. If not so submitted, the temporary designation shall be removed from the job title or classification and the Company's final position will be the wage rate or schedule.
- 32.05** If, however, one party delivers to the other a written modified final position within three (3) business days, then such other party may deliver a written modified final position within three (3) business days following delivery of the first party's written modification. This process may continue as long as either party delivers a written modified final position within three (3) business days following the delivery to it of a written modified final position by the other party. All modified final positions must be closer to the most recent position of the other party. This process shall end when a party stands on its most recent position for three (3) business days after the delivery of the other party's most recent position. The most recent position of each party may then be submitted by the Union to a neutral third party as provided for in

paragraph 32.06. If not so submitted, the temporary designation shall be removed from the job title or classification and the Company's final position will be the wage rate or schedule.

- 32.06** The neutral third party referred to above shall be selected by mutual agreement of the parties following receipt by the Company of written notice from the Union of its intention to submit the most recent positions of the parties to a neutral third party. Such notice must be received by the Company within thirty (30) days after the delivery of the most final positions.
- 32.07** Hearings and post-hearing activities shall be conducted in accordance with the provisions of Article 25 and shall commence within thirty (30) days after selection of the neutral third party.
- 32.08** The neutral third party shall issue a determination and supporting opinion in writing within sixty (60) days after the close of the hearing. Such determination shall be limited to selecting the most recent position of one of the parties as the wage rate of the job title or classification in dispute. In determining the wage rate, the neutral third party shall not consider any wage rates previously determined by a neutral third party pursuant to this Article. The decision of the neutral third party will be retroactive to the date on which the Company first staffed such job title or classification; provided however, that the Company shall be liable only for retroactive wage adjustment including overtime computation, and that there will be no other kinds of adjustments.
- 32.09** The decision of the neutral third party shall be binding on the parties. The third party shall have no authority to add to, subtract from or modify any provisions of this Agreement. The sole means for attempting to resolve any question arising in connection with the Company's determination referenced in this Article, or any other question arising under this Article, shall be through the grievance procedure of this Agreement (Article 24). No question arising under this Article shall be subject to arbitration, except as specifically provided in this Article.

ARTICLE 33

Reassignment Pay Protection Plan

- 33.01** If, because of force surplus adjustments, employees are assigned to jobs where the rate of pay of the new job is less than the current rate of the employee's regular job, the rate of pay will be reduced over a period

of time based on the employee's length of service. The reductions in pay are effective at periods following reassignment as shown below and are based on the difference in rates for the old and new job.

0 - 5 YEARS	
Week 1 through 30	No Reduction
Weeks 31 through 34	1/3 Reduction
Weeks 35 through 38	2/3 Reduction
Weeks 39 & thereafter	Full Reduction

5 - 12 YEARS	
Weeks 1 through 56	No Reduction
Weeks 57 through 60	1/3 Reduction
Weeks 61 through 64	2/3 Reduction
Weeks 65 & thereafter	Full Reduction

12 + YEARS	
First Three (3) Years	No Reduction
Weeks 1 through 4 of Fourth Year	No Reduction
Weeks 5 through 8 of Fourth Year	1/3 Reduction
Weeks 9 through 12 of Fourth Year	2/3 Reduction
Week 13 & thereafter of Fourth Year	Full Reduction

*During the three year period following the effective date of the assignment the employee shall continue to be paid while in the lower paid job, an amount equivalent to the rate of pay of the higher paid job in effect at the time of the assignment. Such employee, however, shall receive any increases in pay in amounts which are applicable for a comparable employee in the lower rated job to which assigned.

ARTICLE 34

Training and Retraining Program

GENERAL

34.01 The Company will offer, at Company expense, training and retraining programs to its employees for personal or career development and to employees being displaced to qualify for job vacancies as anticipated by the Company.

34.02 The personal or career development training and the job displacement retraining programs contemplated by this provision will be generic in nature and separate and distinguished from the current job specific training instruction.

PERSONAL OR CAREER DEVELOPMENT TRAINING

34.03 Personal or Career development training programs will be designed as an educational self-development aid to assist regular employees in their personal development or preparing themselves for career progression opportunities or job changes within the Company.

34.04 Training under such program will be generic in nature as opposed to the job specific and will cover:

- Technical skills (basic electronics, transmission theory, computer concepts, electronic logic, fibre optics, etc.)
- Sales skills (interpersonal relationships, oral communications, effective writing, marketing concepts, sales techniques, etc.)
- Clerical skills (typing, VDT operation, data entry, computer literacy and operation, etc.)
- Other fundamental skills (basic mathematics, skillful reading, vocabulary development, grammar and usage, etc.)

34.05 The Company will provide a sufficient number of Training/Retraining Manuals for use by employees who participate in the program. Manuals will include:

- A basic explanation of qualifying tests (how to prepare for, typical contents, sample questions, etc.)
- Home study and developmental study program outlines
- List of approved courses and facilities offering such courses
- Educational counseling availability

34.06 Any regular employee with at least one (1) year of net credited service will be eligible to participate in such training program under the terms of such program.

34.07 Participation by employees in the Personal or Career development training program will be voluntary, and time spent by employees in such training will be outside scheduled working hours and not paid or considered as time worked for any purpose.

34.08 Successful completion by an employee of any training or courses offered pursuant to such program will be taken into account by the Company when considering the employee for an upgrade or transfer.

JOB DISPLACEMENT TRAINING

34.09 Job Displacement training programs will be designed and will be offered to regular employees whose jobs are being displaced or whose jobs are being restructured to a wage schedule with a lower maximum wage rate in order to enhance the ability of such employees to qualify for anticipated non-management job vacancies within the Company.

34.10 Participation in the Job Displacement training program will be voluntary. The program will consist of three parts:

- (a) **Skills and Interests Inventory.** A means of identifying employees skills and interests. Employees will complete and submit a skills and interests inventory form to the Company. The inventory will be evaluated and, where appropriate, enhancement training will be recommended.
- (b) **Enhancement Training.** Generic training (mathematics, English, reading comprehension, basic electricity/electronics, typing, computer concepts, etc.) intended to strengthen employees' skills so as to enhance their ability to qualify for anticipated non-management job openings within the Company. Employees will be advised of approved courses, including home study courses and approved training facilities. Time spent by employees in such training will be outside of scheduled working hours and not paid or considered as time worked for any purpose unless the Company determines it appropriate in specific instances to permit the employees to receive such training during working hours.
- (c) **Job Displacement Training Seminar.** Those employees who participate in the Skills and Interests Inventory will be given the opportunity to attend a seminar. Time spent by employees at the seminar will be during scheduled working hours. The Seminar will generally include one or more of the following:
 - (1) Job exhibits which will provide information and basic requirements, including physical requirements, for anticipated job vacancies within the Company.
 - (2) An overview of the various procedures available to employees who wish to apply for job vacancies.

- (3) A basic explanation of qualifying tests (how to prepare for, typical contents, sample questions, etc.).
- (4) Home study and developmental study program outlines.
- (5) List of approved courses and facilities offering such courses.
- (6) An overview of additional educational self-development opportunities available to employees, through technical school and community college programs, etc.
- (7) When the Company determines it appropriate, field visits and/or follow up individual or group counseling.

TRAINING ADVISORY BOARD

34.11 There will be a Training Advisory Board which will consist of three union representatives and three management representatives (one of whom will be the person in the Company responsible for training) who will meet periodically and have responsibility for:

- (a) Furnishing advice to the Company on personal or career development and job displacement training courses and curricula;
- (b) Reviewing and making recommendations regarding training delivery systems (e.g., technical schools, community colleges, home study and developmental study programs, etc.) available to be used by the Company;
- (c) Evaluating the effectiveness of such training programs and courses and the delivery systems utilized;
- (d) Encouraging employees to participate in and successfully complete the available training courses.

34.12 The Union and the Company will each be responsible for the respective costs and expenses of their representatives' participation on the Training Advisory Board and will share equally in the joint costs and expenses incurred by the Board.

CONCLUSION

34.13 Personal or Career development training programs, Training/Retraining manuals and Job Displacement training programs offered under the provisions of this Article may be revised at the sole discretion of the Company.

34.14 Nothing in these programs will supersede the applicable promotion or transfer provisions of this Agreement.

ARTICLE 35

Income Protection Plan

If during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus of any job title in any work location which will necessitate layoffs or involuntary permanent reassignments of regular employees to different job titles involving a reduction in pay or to work locations requiring a change of residence, or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate, regular employees in the affected job titles and work locations may elect, in the order of seniority, and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Income Protection payments described in this Article subject to the following conditions:

- (a) The company shall determine the job titles and work locations in which a surplus exists, the number of employees in such titles and locations who are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this Article. Neither such determinations by the Company nor any other part of this Article shall be subject to arbitration.
- (b) If the Company deems it appropriate, it may offer to regular full time employees, in job titles in which a surplus does not exist, the opportunity to leave the service of the Company pursuant to this Article. The job titles, job locations and the number of employees to receive the offer will be determined by the Company. Such offer to each employee shall be conditioned on the company's obtaining a qualified replacement for that employee from the employees in surplus job titles. Employees who accept voluntary downgrades will have their pay reduced over a period of time, as provided for in Article 33, Reassignment Pay Protection Plan. The provisions of this paragraph (b) will not be implemented by the Company unless and until regular employees in the surplus job titles and work locations have had an opportunity to elect

to leave the service of the company pursuant to paragraph (a) above. The transfer provisions of this paragraph are separate from and not governed by the transfer and vacancy provisions of this Agreement.

- (c) The total number of employees who may make such election under paragraphs (a) and (b) combined shall not exceed the number of employees determined by the Company to be surplus.
- (d) An employee's election to leave the service of the Company and receive Income Protection benefits must be in writing and transmitted to the Company within thirty (30) days from the date of the Company's offer in order to be effective and may not be revoked after such thirty (30) day period.

35.02 The Company will pay Income Protection payments in amounts specified in the Income Protection tables to employees who elect to leave the service of the Company in accordance with the provisions of paragraph 35.01 above. Payments will be based on the employee's pension band and full years of net credited service as of the effective date of termination of employment (prorated for any period of time during which the employee was employed on a part time basis).

Employees who, on the effective date of termination of employment, are age 63 or over and whose number of monthly payments is thirty (30) or more shall have the number and amount of their monthly payments adjusted as follows:

- Divide the number of monthly payments by two (2) to determine the new number of monthly payments.
- Multiply the monthly amount by two (2) to determine the new monthly amount.
- Lump sum payment remains unchanged.

35.03 Monthly Income Protection payments for an employee who so elects in accordance with paragraph 35.01 shall begin within one month after such employee has left the service of the Company as specified in the Income Protection tables. In addition to the monthly payments, if any, the Company will pay a lump sum payment in amounts specified in the tables. Such lump sum payment will be made within sixty (60) days after the employee leaves the service of the Company.

- 35.04** In no event shall the Income Protection payments (including any lump sum payment) exceed the equivalent of twice the employee's annual compensation at the basic weekly wage rate (or its equivalent) received during the year immediately preceding the termination of service. To the extent necessary, Income Protection payments shall be reduced so that total payments do not exceed the equivalent of twice the employee's annual compensation at the basic weekly wage rate (or its equivalent) for the year immediately preceding the termination of service.
- 35.05** As used in this Article, "annual compensation at the basic weekly rate (or its equivalent)" or "basic weekly wage rate (or its equivalent)" do not include tour or temporary differentials, overtime pay, or other extra payments.
- 35.06** Any payments to a recipient hereunder will cease permanently upon the happening of any of the following:
- (a) reemployment of the recipient by the Company;
 - (b) employment of the recipient by a Verizon affiliate or subsidiary company;
 - (c) engagement by or employment of the recipient in a business or enterprise which competes directly with a Verizon affiliate or subsidiary company.
- 35.07** No termination, separation, layoff or similar allowances shall be paid to any employee who elects to leave the service of the Company or be separated from the payroll and receive Income Protection payments pursuant to this Article.
- 35.08** Prior to proceeding to a layoff resulting from a surplus in any particular job title and layoff area the Company will offer Enhanced IPP payments, and in lieu of regular IPP payments the Company may, in its discretion, offer Enhanced IPP payments. Enhanced IPP payments shall be equal to two times the applicable regular IPP payment. Both the monthly payments and the lump sum payment shall be doubled. All other provisions of this Article shall apply to Enhanced IPP payments.

35.09 In addition to the IPP payment, for an employee who so elects to leave the service of the Company in accordance with Section 1 above, the Company, as an IPP Expense Allowance, will reimburse the employee for the actual expenses incurred for relocation costs, tuition or training costs, or job placement expenses related to seeking other employment, or any combination thereof, up to an amount not to exceed Seven Hundred Fifty Dollars (\$750.00) for each year of net credited service (prorated for any partial year of service) to a maximum of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00). Any such expenses for which reimbursement will be made must be approved by the Company prior to being incurred and must be incurred within one (1) year from the date of termination of employment except that reimbursement for tuition or training costs will be made for such expenses incurred within two (2) years from the date of termination of employment.

**INCOME PROTECTION TABLE
PENSION BAND 101 - 110**

Full Years of Net Credited Service	Number of Monthly Payments	Monthly Amounts	Lump Sum Payment
Less than 3 years	0	0	3680
3	0	0	4890
4	0	0	6095
5	0	0	7300
6	0	0	8505
7	8	103	8885
8	12	169	8885
9	16	202	8885
10	20	223	8885
11	24	235	8885
12	30	229	8885
13	36	224	8885
14	42	221	8885
15	48	219	8885
16	48	244	8885
17	48	268	8885
18	48	294	8885
19	48	323	8885
20	48	354	8885
21	48	360	8885
22	48	366	8885
23	48	371	8885
24	48	376	8885
25	48	381	8885
26	48	386	8885
27	48	391	8885
28	48	398	8885
29	48	403	8885
30 and over	48	408	8885

ARTICLE 36

Job Bank

- 36.01** The Company will submit vacancies to a centrally administered Job Bank. These vacancies will be published and held open for applications by employees in any other company for the same two week period as SPVs are held open for such jobs. The Company will first attempt to fill any vacancies from within that Company, using existing provisions and procedures, including those governed by collective bargaining agreements, if any.
- 36.02** Using qualifications to evaluate applicants that are in all respects identical to qualifications used to evaluate applicants from outside the Company, vacancies shall be filled in the following order: (1) surplus employees who submitted applications during the two-week period in order of net credited service; (2) other employees who submitted applications during the two-week period in order of net credited service and (3) applicants from outside the Company.

ARTICLE 37

New Businesses

- 37.01** "New Businesses" are defined as companies or new operations hereinafter started up or acquired by VZ in a telecommunications line of business. They would include, among others, the construction, installation, maintenance, marketing and sales of cable television, video, information and interactive media services, and new and traditional voice and data telephone services. As applied here, such New Businesses are those in which VZ has a majority stock or equity interest and management control, and which do business in the former BA North Footprint. They do not include new operations which, by agreement of the parties or by operation of law, are covered by an existing CWA or IBEW collective bargaining agreement. VZ shall mean the Bell Atlantic Corporation d/b/a Verizon Communications and the "Company" parties to the Memorandum of Agreement to which this Article is attached. The former BA North Footprint shall mean the former operating area of BA within Maine, New Hampshire, Vermont, Rhode Island, Massachusetts, New York and the areas of Connecticut covered by the Byram and Greenwich exchanges.

- 37.02** “New Businesses Employees” (NBEs) are employees of New Businesses who perform telecommunications work in the former BA North Footprint that is the same or equivalent to traditional telephone work currently performed as part of their regular duties by bargaining unit members of CWA and IBEW. For example, the work would include the installation and maintenance of inside wire and converter boxes for cable television, and the associated customer representative and accounting work for the services provided. The work does not include non-telecommunications work such as the work performed by janitors, elevator mechanics, elevator operators, watch engineers, or garage mechanics.
- 37.03** For New Businesses that are acquired by VZ with an existing complement of employees in the NBE positions, and where those employees are not represented by a union, additional NBE vacancies shall be offered to qualified VZ former BA North Footprint employees from an existing CWA or IBEW bargaining unit pursuant to paragraph 37.07 and Appendix A of this Article. In such situations, union representation procedures shall be governed by the neutrality and card check provisions set forth in the Neutrality and Card Check Agreement between the parties executed this date. If this process results in card check recognition, collective bargaining shall be governed by Appendix B.
- 37.04** For New Business that are start-up companies or operations (i.e., those without an existing complement of employees), VZ shall offer to hire the initial complement of NBE positions from qualified former BA North Footprint employees in existing CWA or IBEW bargaining unit(s) pursuant to paragraph 37.07 and Appendix A of this Article, and, in turn shall recognize CWA or IBEW as the bargaining representative for the new unit(s) so long as the majority of the initial complement of NBEs are hired from existing CWA or IBEW bargaining units. The initial complement of employees is defined as the number of employees required to get the new business up and running. In such situations, the collective bargaining process shall be governed by Appendix B. If the initial complement of employees cannot be filled with a majority of employees from existing bargaining units, then the neutrality and card check provisions set forth in the Neutrality and Card Check Agreement executed on this date shall apply.

- 37.05** For New Businesses that are acquired by VZ with an existing complement of non- union employees in the NBE positions, and where VZ increases the size of the NBE work force, VZ shall abide by the terms of paragraph 37.04 and not paragraph 37.03 if, within one year of acquisition, employees from existing CWA or IBEW bargaining units constitute the majority of the NBEs.
- 37.06** For a New Business where VZ does not have a majority stock or equity interest and management control, VZ shall abide by the terms of this Article if a partner in that business is bound by the same, or substantially the same, agreement with CWA or IBEW, and together they have majority stock or equity interest and management control of that business.
- 37.07** VZ shall first offer NBE positions to qualified volunteers from existing bargaining unit(s) of the appropriate union. For New Businesses that are acquired by VZ with an existing complement of employees in the NBE positions, bargaining unit employees shall be notified of all additional NBE positions and shall have ten (10) working days to apply for those positions before VZ may hire off the street. For New Business that are start-up companies or operations, VZ may hire off the street after thirty (30) days if qualified volunteers cannot be found from existing bargaining units to make up the initial complement of NBE positions. The hiring of volunteers from CWA or IBEW bargaining units shall be a priority, and qualifications for union applicants shall in all respects be identical to qualifications established for non-union applicants. Former BA North Footprint employees who have been declared surplus shall be given first consideration for NBE positions and employees hired from existing CWA or IBEW bargaining units shall bring their net credited service to the New Business.
- 37.08** If the validity of one or more of the provisions of this Article is challenged in a court of law or before the NLRB, the New Business, VZ and the Union shall cooperate and take all necessary steps to defend the validity of the Article. If one or more of the provisions of this Article is declared void, the parties agree to modify the Article, if possible, in a manner consistent with the law and the parties' original intent.
- 37.09** The exclusive means of resolving any alleged violation or dispute arising under this Article, except those governed by Appendix B, shall be the disagreement resolution process set forth in Appendix C of this Article.

APPENDIX A

VZ shall offer NBE positions described in paragraph 37.03 and 37.04 of this Article to the following bargaining unit employees in the following locations:

Location of New Business	Positions	Bargaining Unit** ***
New York and Connecticut*	Plant	CWA
Upstate New York	Commercial	IBEW Local 2213
Downstate New York	Commercial	CWA
New York	Traffic	CWA
New York	Accounting	CWA
New Hampshire	Commercial	CWA
Maine, Massachusetts, Vermont	Residence	CWA
Maine, Massachusetts, Rhode Island, Vermont	Business	IBEW
Rhode Island	Residence	IBEW
Maine, Massachusetts, NewHampshire, Rhode Island, Vermont	Commission Advertising, Directory Sales	CWA
Maine, Massachusetts, NewHampshire, Rhode Island, Vermont	Plant, Traffic and Accounting	Not Applicable

* As defined in paragraph 37.01 of this Article.

** If a dispute arises between CWA and IBEW over which unions shall be offered NBE positions, the unions shall have ten (10) working days to resolve the matter and so notify the Company. If the dispute is not resolved within ten (10) working days, then the provisions of paragraphs 4 and 7 shall not apply to the New Business in which the dispute exists and VZ may then fill the NBE positions by hiring off the street.

*** The Chart set out above may change over time with changes in CWA or IBEW jurisdiction.

APPENDIX B

To insure the success and stability of a New Business, the parties shall negotiate the first collective bargaining agreement for that New Business for a term of three (3) years according to the following procedures.

1. Prior to starting a New Business, VZ shall review with the union its staffing needs in that business. VZ and the union shall also engage an independent consultant to provide a study of wages, benefits, time off, hours of work, differentials, allowances, work rules, scheduling, staffing, productivity levels and other relevant information regarding VZ competitors in the specific line of business and area where VZ plans to operate. If competitors in the geographic area do not exist, the study shall focus upon employers in the same line of business in adjacent or comparable areas. The study shall be used by the parties as a guide to negotiating a fair contract for both the Company and the employees. If the parties cannot agree upon a single independent consultant, they may each select their own consultant to develop separate studies to be used by the parties in their negotiations.
2. If negotiations reach and impasse, either party may invoke binding Arbitration of the unsettled items for final resolution. The arbitration award on the economic issues in dispute shall be confined to choice between (a) the last offer of the employer on such issues as a single package and (b) the union's last offer, on such issues, as a single package; and, on the non-economic issues in dispute, the award shall be confined to a choice between (a) the last offer of the employer on each issue in dispute and (b) the union's last offer on such issue.
3. The arbitration shall be governed by the Arbitration Article of the parties' collective bargaining agreement.
4. Prior to the start of the arbitration hearings, the parties shall submit to the arbitrator their final offers in two separate parts: (a) single package containing all the economic issues in dispute and (b) the individual issues in dispute not included in the economic package, each set forth separately by issue.
5. In the event of a dispute, the arbitrator shall have the power to decide which issues are economic issues. Economic issues include those items which have a direct relation to employee income including wages, salaries, hours in relation to earnings, and other forms of compensation such as paid vacation, paid holidays, health and medical insurance,

pensions, and other economic benefits to employees.

6. In deciding the issues in dispute, the arbitrator's decision shall be governed by the prevailing practice of competitors in the area, and/or employers in the same line of business in adjacent or comparable areas.

APPENDIX C

Disagreement Resolution Process

The following process shall govern the resolution of all alleged violations of or disputes arising under this New Businesses Article except those matters governed by Appendix B of this Article.

1. If either party submits an alleged violation or dispute for resolution through this process, the parties, including, if necessary, the Vice President, District One of the CWA and the Executive Vice President Human Resources of VZ, shall meet to discuss and resolve it.
2. If the parties are unable to resolve an alleged violation or dispute themselves, they will seek the assistance of a mediator agreed upon by both parties. Once selected, that mediator or an agreed upon replacement shall be the permanent mediator for resolving alleged violations and disputes under this Appendix for the remainder of this Agreement. If a mediator cannot be mutually selected by the parties within a reasonable period of time, each party shall promptly appoint a mediator of its choosing, and those two mediators, using the process they agree upon, shall promptly appoint the mediator to resolve the dispute under this Appendix.
3. If the parties are unable to reach agreement with the assistance of the mediator, the mediator shall issue a binding decision on those unresolved issues.
4. The procedure the mediator shall use in assisting the parties to reach agreement or in gathering information and deliberating in order to issue a binding decision shall be determined by the mediator under the following guidelines:
 - (a) With respect to disputes in which there are no important factual issues in dispute, there shall be no formal hearings or taking of evidence. Instead, the parties, without the assistance of counsel, shall present their information and positions to the mediator

through discussion, rather than a legal or quasi-legal proceeding. In presiding over this process, the mediator shall make every effort to resolve the differences before having to issue a binding decision.

With respect to disputes in which there are important factual issues in dispute, either party may request that the mediator use expedited arbitration in lieu of (a) above, and the mediator may do so if he believes it will help to resolve the dispute. However, the arbitration shall be informal in nature, without formal rules of evidence and without a transcript. The mediator shall be satisfied that the information submitted is of a type on which he or she can rely, that the proceeding is in all respects a fair one, and that all facts necessary to a fair decision are presented.

ARTICLE 38

Extended Medical Coverage

38.01 Regular employees who are not eligible for a service pension and (i) whose employment is terminated as a result of layoff or application of the force adjustment procedures; or (ii) who elect to leave the service of the Company pursuant to the provisions of the Income Protection Plan, shall continue to remain eligible for coverage for up to eighteen (18) months under the Verizon Medical Expense Plan for New York and New England Associates, the Verizon Alternate Choice Plan for New York and New England Associates, or their successor Plans, as follows:

- (a) An employee whose net credited service is five (5) years or more will be eligible for coverage at Company expense for a period of six (6) months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional twelve (12) months at the employee's expense by paying the monthly premium amount.
- (b) An employee whose net credited service is at least one (1) year but less than five (5) years will be eligible for coverage at Company expense for a period of three (3) months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional fifteen (15) months at the employee's expense by paying the monthly premium amount.
- (c) An employee with less than one (1) year of net credited service who is eligible for coverage at the time of termination of employment may

elect to continue such coverage at the employee's expense for a period of eighteen (18) months following the month in which employment is terminated by paying the monthly premium amount.

38.02 The extended medical coverage shall be on the same basis and in the same amount to which the employee or the employee's dependent(s) was entitled immediately prior to the employee leaving the service of the Company. If during the period of any extended medical coverage, as set forth above, the medical expense coverage is changed for employees who remain on the payroll, the same changes will be applied to persons participating in this extended medical coverage program.

ARTICLE 39

Common Interest Forum

39.01 A common interest forum will be established for the following purposes:

- (1) Providing a framework for early communication and discussion between the parties on business developments of mutual interest and concern to the parties and their constituencies;
- (2) Discussing and reviewing innovative approaches to enhance the competitiveness of the Company and improve employment security;
- (3) Improving understanding and relationships between the parties and avoiding unnecessary disputes by cooperatively addressing significant changes and developments in the Union or Company environment.

39.02 Equal numbers of key Union and Management persons shall constitute the forum. Meetings will be convened by the parties at mutually agreeable places and times but no less often than quarterly. Otherwise, the members of the forum shall determine its composition, structure, agendas, and operation.

39.03 It is the intent that such forum support the collective bargaining process, the established contractual dispute resolution procedures, and the existing joint Union-Management Committees.

ARTICLE 40

Quality of Work Life and Quality of Work

40.01 Recognizing the need to continue to improve the quality of work life of employees and the need to promote superior quality service to customers, it is agreed to continue, and to expand the scope of, a Joint Quality Steering Committee, composed of representatives from the Union and the Company and including representation from one or more of the major operations function will be continued. The complete membership of the steering committee will be as jointly agreed by the Company and the Union.

40.02 The objectives of the Joint Quality Steering Committee will be:

- (1) To encourage greater employee participation in the conditions of the working environment so that jobs are made more satisfying.
- (2) To encourage, through employee involvement, development of a corporate culture of quality - doing things correctly the first time - to ensure superior quality service to meet competition and provide opportunities for business growth.
- (3) To encourage the initiation, growth and perpetuation of cooperative activities and to sponsor the continuing exchange of useful information between the parties.
- (4) To recommend long range plans and strategy for Quality of Work Life and Quality Work approaches and their integration into the policies, methods and practices of existing and new organizations.
- (5) To encourage all levels of Union and Company organizations to recognize that their involvement is absolutely vital and necessary for the success of these joint efforts.

40.03 Nothing in the objectives stated herein is intended, however, to authorize procedures that conflict with or otherwise modify the intent and meaning of any other provisions of the Labor Agreement.

ARTICLE 41

Enhanced Educational Leave

41.01 The Enhanced Leave is designed to encourage eligible employees to pursue educational goals and to allow Verizon to alleviate force

imbalances, while at the same time maintaining ties between Verizon and the employee.

- 41.02** To be eligible for an Enhanced Leave, an employee must meet the following requirements:
- be a regular full time employee;
 - have at least five (5) years of net credited service;
 - be enrolled on a full time basis in an educational program which would qualify for tuition assistance under the Tuition Assistance Program applicable to the employee.
- 41.03** An Enhanced Leave is without pay and shall be administered by and subject to the approval of the applicable benefit committee. Such leaves shall be for a period of not less than six (6) consecutive months, but in no case may the Enhanced Leave be for more than twenty-four (24) consecutive months. Subject to applicable benefit committee approval, an Enhanced Leave may be extended beyond its original termination date, provided it did not previously exceed twenty-four (24) months in duration, in increments of six (6) consecutive months, but in no event beyond twenty-four (24) months.
- 41.04** Employees granted an Enhanced Leave shall be entitled to guaranteed reinstatement to the same job or one of similar status and pay at the end of the Enhanced Leave, subject to contract provisions which cover adjustments to the work force that may have occurred during the Enhanced Leave.
- 41.05** Service credit will be granted for the period of the Enhanced Leave.
- 41.06** There shall be no limit to the number of employees who may take an Enhanced Leave and all eligible employees who apply will be granted such leave.
- 41.07** Employees who become disabled while they are on this Enhanced Educational Leave shall be entitled to coverage in accordance with the provisions of the Verizon Sickness and Accident Disability Benefit Plan for New York and New England Associates as of the date that the employee was scheduled to return to work from his or her leave.
- 41.08** The only dispute that can be arbitrated in connection with the provisions of this Enhanced Educational Leave is the dismissal of an employee while the employee is on an Enhanced Leave of Absence or failure to reinstate an employee upon completion of his or her leave.

41.09 Except as indicated below, while on an Enhanced Leave, an employee shall be covered by the following benefit plans and programs, pursuant to the same conditions and to the same extent as comparable active employees:

Medical Dental Vision Basic Group Life Insurance Death Benefits	Company provides coverage for the period of the Enhanced Leave
VDT feature of Vision Plan	Will not be available during the Enhanced Leave
HMO	Company pays premium to the same amount it pays for active employees
Dependent Care Spending Account	Deposits remaining after the leave begins may be used in accordance with the provisions of the Dependent Care Spending Account Plan.
Supplementary Group Life Insurance Dependent Group Life Insurance	Available at employee's expense
Savings Plan	Payroll allotments will be suspended during the period of the Enhanced Leave and all other Plan provisions applicable to employees on a leave of absence will apply.
Tuition Assistance	Continues under the same guidelines that apply to active employees with an annual ceiling of \$8,000.

41.10 If an employee ceases to be enrolled in an educational program on a full time basis, the Enhanced Leave shall terminate.

ARTICLE 42

Work and Family

- 42.01** Funding for the Work and Family Committee during the term of this 2012 MOU will be a total of \$6.0 million (i.e., \$1.5 million per contract year which includes funding for 2011). This funding will be allocated between CWA NY/NE and IBEW NY 2213. Any funds contributed by the Companies for these committees that have not been expended by the end of the contract term will be returned to the Companies. The Fund shall be administered through the NYNEX Regional Work and Family Committee which shall establish written guidelines for reimbursement. In addition to providing subsidies for employees who incur costs for approved child and/or elder care and for expansion of the Kids in the Workplace Program, the Fund may also be used to pay for other Work and Family projects as may be authorized by the Work and Family Committee.
- 42.02** Verizon shall continue full time Company and Union advisers paid by the Company and charged against monies allocated for Work and Family projects.
- 42.03** Neither the Dependent Care Reimbursement Fund nor its administration shall be subject to grievance and arbitration, but nothing herein shall preclude the Union from grieving and arbitrating an employee's suspension or dismissal for cause.

ARTICLE 43

Common Committee

- 43.01** In order to improve the effectiveness of the functions of the Joint Workforce Profile Committee, the Technology Change Committee, the Upgrade and Transfer Plan Committee and the Contracting Committee, a single new committee, the Common Committee, is established to replace them.
- 43.02** The Common Committee will be comprised of ten members, five from the Union and five from the Company. The Committee will be co-chaired by the Director-Labor Relations and the Vice President District One, or their designees. The other eight members will be chosen, four each, respectively, by the co-chairs. The primary staff of the Committee will be two full time employees, one selected by the Union, one by the Company, who shall also serve as the Employee Placement Team under

the FAP. The Company will fund these positions as well as the office and systems costs of this staff. The Common Committee shall also direct and guide a sub-committee on contracting, which shall continue to address and implement the provisions of the September 14, 1991 Letter of Agreement concerning contracting.

43.03 The Company will notify the Union at least six months in advance of planned major technological changes (including changes in equipment, organization, or methods of operation) which may affect employees represented by the Union, unless it has done so prior to the date of this agreement. Meetings about the planned changes will be held as soon thereafter as can be mutually arranged. At such meetings, the Company will advise the Union of its plans with respect to the introduction of such changes and will familiarize the Union with the progress being made. Although the Company is required to notify the Union at least six months in advance of the introduction of any planned major technological change, it will make a good faith effort to advise the Union as soon as it decides to introduce such changes in order to give the Union the opportunity to discuss the impact of these changes upon the various bargaining units and the Company's customers.

43.04 The Common Committee will serve as a clearinghouse for the exchange of information between the Company and the Union regarding those and other significant planned actions or changes and their effects on represented employees, and as a forum to seek mutually acceptable ways to minimize any significant negative impact on represented employees, while enhancing the Company's ability to grow, improve customer service, and improve its competitiveness.

43.05 The Committee's staff will, at the direction of the Committee, develop methods to efficiently place surplus employees in job vacancies using UTP or FAP, as applicable, administer Verizon New England Inc.'s FAP as well as the NYNEX Job Bank in accordance with the provisions of the collective bargaining agreement, and recommend to the Committee appropriate focus points for employee test taking and other training as detailed in the Employee Development Programs. The staff will also seek mutually acceptable resolutions of issues involving medical testing, non-management testing and delayed releases. They will also evaluate planned Company actions or changes referred to in the preceding paragraph, and provide input to the Committee regarding alternatives to mitigate employee impact.

43.06 After consideration of any staff input, the Committee may make recommendations to the Company regarding alternatives to the planned major technological changes, and the Company members of the Committee will work to facilitate these recommendations as appropriate. Nothing in this Common Committee process, however, will prevent the Company, after the end of the six month period, from implementing proposed major technological changes that do not otherwise violate the collective bargaining agreement.

ARTICLE 44

Disability Pay and Arbitration of Medical Determinations

44.01 If the Company finds or an employee claims an inability to perform all of the duties associated with the employee's job assignment because of a disability for which the employee is not receiving Workers' Compensation benefits, the Company, subject to the provisions of paragraphs 44.03 - 44.07, may have the employee perform the essential functions of the employee's job assignment with reasonable accommodation if necessary or may transfer the employee to another job assignment with a rate of pay equal to or lower than the rate of pay of the employee's pre-disability job assignment. If the rate of pay for the new job assignment is less than the rate of pay for the employee's pre-disability job assignment, the employee's rate of pay will be determined in accordance with Article 33, Reassignment Pay Protection Plan.

44.02 If the Company finds or an employee claims an inability to perform all of the duties associated with the employee's job assignment because of a disability for which the employee is receiving Workers' Compensation benefits, the Company, subject to the provisions of paragraphs 44.03 - 44.07, may have the employee perform the essential functions of the employee's job assignment with reasonable accommodation if necessary or may transfer the employee to another job assignment with a rate of pay equal to or lower than the rate of pay of the employee's pre-disability job assignment. If on the date that the employee commences work in the new job assignment the employee is receiving Workers' Compensation benefits for partial disability, the Company shall pay such amounts to the employee so that the employee's total compensation from wages and Workers' Compensation benefits shall equal the employee's pre-disability pay rate. If Workers' Compensation benefits

cease, the employee's rate of pay will be determined in accordance with Article 33, Reassignment Pay Protection Plan.

- 44.03** Prior to implementing paragraph 44.01 or paragraph 44.02 for an employee, or prior to the expiration of an employee's disability benefits, the Company's Medical Director or the Director's designee (the "Director") after consultation with, or review of available medical data from, the employee's treating physician shall determine whether the employee is capable of performing the essential functions of the pre-disability job with reasonable accommodation if necessary or new job assignment, if any.
- 44.04** If the employee's treating physician has a medical opinion different than the Director's, the Union may present a grievance challenging the determination made by the Director. Since it is the intent of the parties to expedite the resolution of such grievances, it first must be presented at Step 2 of the grievance procedure and, if appealed, it must be appealed to Step 3 of the grievance procedure within thirty (30) calendar days of the notification to the employee of the Director's determination.
- 44.05** Thereafter, the Union may appeal to arbitration if the Company receives notice of such appeal within thirty (30) days after conclusion of Step 3 of the grievance procedure.
- 44.06** A neutral third party shall be selected by mutual agreement of the parties, and hearing shall commence within thirty (30) days of the Company's receipt of the appeal to arbitration. Hearings and post-hearing activities shall be conducted in accordance with the provisions of Article 25.
- 44.07** The Board of Arbitration shall issue a written decision, which shall be final, within thirty (30) days after the close of hearings. The only issue which can be heard and decided by the Board of Arbitration is whether or not the Director's determination should be accepted. If the Board accepts the Director's determination, any personnel action based on the Director's determination shall be final and binding. If the Board does not accept the Director's determination, and if the employee's job status was changed based on the Director's determination, the employee shall be reinstated within seven (7) days of the decision into the job status the employee held prior to the Director's determination, and the Board may award other appropriate relief in accordance with Article 25.04.

- 44.08** The transfer of an employee under this memorandum is not subject to any provisions throughout the Labor Agreement that relate to filling vacancies.
- 44.09** Any question arising in connection with this memorandum is excluded from the arbitration provisions of the Labor Agreement, except as set forth in paragraphs 44.04 - 44.07.

EXHIBIT A

Cost of Living

The Company will continue the Cost-of-Living provisions set forth in Section II of the 2008 MOU during the term of this 2012 MOU. Notwithstanding the continuation of these provisions, there will be no Cost-of-Living adjustments during the term of this 2012 MOU.

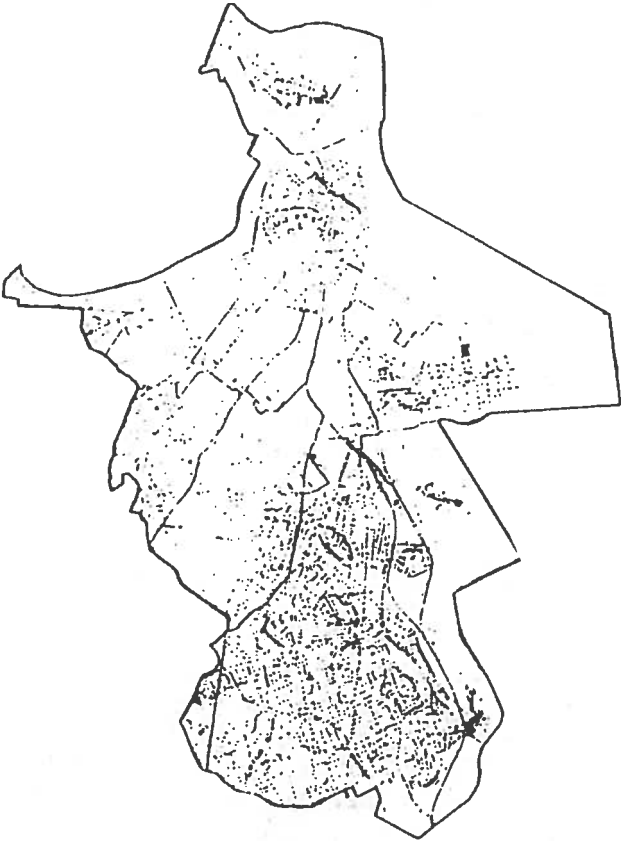
1. Effective August 1, 2010, an adjustment will be made in basic weekly rates in each wage schedule in the amount of: (i) one-half of the increase above three and three-quarters percent (3.75%) in the "CPI-W" (1982-84 = 100) for May 2010 over May 2009, applied to (ii) the scheduled rates in effect in each wage schedule on July 31, 2010, (iii) rounded to the nearest 50 cents.
2. In no event shall a decrease in the CPI-W result in a reduction of any basic weekly wage rate.
3. In the event the Bureau of Labor Statistics does not issue the appropriate Consumer Price Indexes on or before the dates referred to in Paragraph 1, the cost-of-living adjustment required by such appropriate indexes shall be effective at the beginning of the first payroll week after receipt of the indexes.
4. No adjustment, retroactive or otherwise, shall be made as the result of any revision which may later be made in the first published figures for the CPI-W for May 2009 and May 2010.
5. The cost-of-living adjustment is dependent upon the availability of the CPI-W in its present form and calculated on the same basis as the CPI-W for May 2008. In the event the Bureau of Labor Statistics changes the form or the basis of calculating the CPI-W, the Company and the Union agree to request the Bureau to make available, for the life of this agreement, a CPI-W in its present form and calculate it on the same basis as the CPI-W for May 2008, which was 212.788 (1982-84 = 100).

EXHIBIT B

Special City Allowance

1. An employee whose assigned reporting location on a particular day is within the area of Boston, Massachusetts, as such area is indicated on the following map, will be paid a Special City Allowance of \$3.00 for each day the employee works after reporting at such assigned reporting locations.
2. The Special City Allowance will enter into computations of overtime pay required by law but will not be part of the basic rate or basic weekly wages for any other purpose nor enter into the computation of any payments under the Plan for Employee's Pensions, Disability Benefits and Death Benefits or any other fringe benefits or differentials. Effective November 1, 1991, the Company will amend the Pension Plan to provide that "Special City Allowances" are includable in the calculation of the Supplemental Monthly Pension Benefit under Section 4.2(c) (iv) of the Pension Plan.
3. An employee must work more than 50% of a basic work day, after reporting to a qualified location, to receive a full daily allowance for that day. An employee who reports to work at a qualified location, but who works 50% or less of a basic work day, will be paid one-half of a full daily allowance.
4. Not more than one full daily allowance will be paid to an employee on any one day regardless of the number of times the employee reports to a qualified location during that day.
5. Assigned reporting locations within the following designated boundaries qualify, subject to the above provisions, for the Special City Allowance:
 - Brighton Exchange
 - Central Boston Exchange
 - Charlestown Exchange
 - Dorchester Exchange
 - East Boston Exchange
 - Hyde Park Exchange
 - Roxbury Exchange
 - South Boston Exchange
 - West Roxbury Exchange

SPECIAL CITY ALLOWANCE AREA



EXCHANGES

Brighton
Central Boston
Charlestown

Dorchester
East Boston
Hyde Park

Roxbury
South Boston
West Roxbury

EXHIBIT C

Levels and Principal Duties for Clerical Jobs

The following are the levels and principal duties for clerical jobs. Specific duties may vary between departments. The job duties under each job level are not necessarily the only job duties which may be assigned to that job level.

In recognition of the fact that job duties may change and that reclassification of employees to new job titles in accordance with these levels and principal duties will not involve any individual job evaluations, the Company reserves the right to evaluate and reevaluate a job, when an employee leaves it and the job is to be permanently backfilled. In those cases, when the job is to be assigned to a different level, the Company will so notify the Union, and will review the evaluation results prior to placing an employee on the new assignment. If the Union disagrees with the Company's decision it will have the right to grieve and arbitrate the matter.

In evaluating a job, the Company will place it on the level in which the major portion of the duties fall, even though other assigned job duties may be on other levels.

On temporary assignments to a higher job level, to qualify for the rate of pay for that job level an employee must perform one or more job duties of that particular job level the major portion of the assigned tour.

PRINCIPAL JOB DUTIES - LEVEL 3 CLERKS

(E-3 Wage Table 13)

1. Advanced or Complex Typing
2. Classify, Record and Distribute or File
3. Collect, Check and Reconcile Information
4. Compute, Compile, Transcribe and Summarize Information
5. Operate Computer Terminal Devices
6. Originate Forms and Correspondence
7. Process Service Orders and Miscellaneous Customer Records

PRINCIPAL JOB DUTIES - LEVEL 5 CLERKS

(SS-2 Wage Table 15)

1. Acts for Supervisor in Assigning Work to Other Employees
2. Analysis of Complex Statistical Reports

3. Performs All Activities of Complex Major Job Function
4. Prepare Work Assignments and Schedules

**PRINCIPAL JOB DUTIES - LEVEL 6 CLERKS
(S-1 Wage Table 17)**

1. Formats and Negotiates Complex Service Orders

EXHIBIT D

Monthly Pension Benefit

Subject to the provisions of the Verizon Pension Plan for New York and New England Associates applicable to employees covered by this Agreement, together with all procedures authorized in connection therewith, an employee's basic monthly retirement benefit shall equal the dollar amount shown from the appropriate pension band for that employee in the following table, according to date of retirement, multiplied by such employee's years and months of service (prorated for any period of time during which the employee was employed on a part time basis).

For Retirement Commencing

Pension Band Number	On and After 10/1/07 To Be Effective 10/1/07 Monthly Benefit	On and After 10/1/08 To Be Effective 10/1/08 Monthly Benefit	On and After 10/1/09 To Be Effective 10/1/09 Monthly Benefit	On and After 10/1/10 To Be Effective 10/1/10 Monthly Benefit
101	\$38.31	\$39.56	\$40.94	\$42.48
102	\$39.94	\$41.24	\$42.68	\$44.28
103	\$41.61	\$42.96	\$44.46	\$46.13
104	\$43.18	\$44.58	\$46.14	\$47.87
105	\$44.79	\$46.25	\$47.87	\$49.67
106	\$46.40	\$47.91	\$49.59	\$51.45
107	\$48.06	\$49.62	\$51.36	\$53.29
108	\$49.67	\$51.28	\$53.07	\$55.06
109	\$51.31	\$52.98	\$54.83	\$56.89
110	\$52.90	\$54.62	\$56.53	\$58.65
111	\$54.53	\$56.30	\$58.27	\$60.46
112	\$56.17	\$58.00	\$60.03	\$62.28
113	\$57.76	\$59.64	\$61.73	\$64.04
114	\$59.38	\$61.31	\$63.46	\$65.84
115	\$60.97	\$62.95	\$65.15	\$67.59
116	\$62.61	\$64.64	\$66.90	\$69.41
117	\$64.23	\$66.32	\$68.64	\$71.21
118	\$65.85	\$67.99	\$70.37	\$73.01
119	\$67.47	\$69.66	\$72.10	\$74.80
120	\$69.08	\$71.33	\$73.83	\$76.60
121	\$70.68	\$72.98	\$75.53	\$78.36
122	\$72.34	\$74.69	\$77.30	\$80.20
123	\$73.93	\$76.33	\$79.00	\$81.96
124	\$75.54	\$78.00	\$80.73	\$83.76
125	\$77.16	\$79.67	\$82.46	\$85.55
126	\$78.77	\$81.33	\$84.18	\$87.34
127	\$80.40	\$83.01	\$85.92	\$89.14
128	\$82.02	\$84.69	\$87.65	\$90.94
129	\$83.65	\$86.37	\$89.39	\$92.74
130	\$85.24	\$88.01	\$91.09	\$94.51
131	\$86.91	\$89.73	\$92.87	\$96.35
132	\$88.49	\$91.37	\$94.57	\$98.12
133	\$90.11	\$93.04	\$96.30	\$99.91
134	\$91.74	\$94.72	\$98.04	\$101.72
135	\$93.30	\$96.33	\$99.70	\$103.44

For Retirement Commencing			
Pension Band Number	On and After 10/1/05 To Be Effective 10/1/05 Monthly Benefit	On and After 10/1/06 To Be Effective 10/1/06 Monthly Benefit	On and After 10/1/07 To Be Effective 10/1/07 Monthly Benefit
101	\$36.11	\$37.19	\$38.31
102	\$37.65	\$38.78	\$39.94
103	\$39.22	\$40.40	\$41.61
104	\$40.70	\$41.92	\$43.18
105	\$42.22	\$43.49	\$44.79
106	\$43.74	\$45.05	\$46.40
107	\$45.30	\$46.66	\$48.06
108	\$46.82	\$48.22	\$49.67
109	\$48.37	\$49.82	\$51.31
110	\$49.86	\$51.36	\$52.90
111	\$51.40	\$52.94	\$54.53
112	\$52.94	\$54.53	\$56.17
113	\$54.45	\$56.08	\$57.76
114	\$55.97	\$57.65	\$59.38
115	\$57.47	\$59.19	\$60.97
116	\$59.02	\$60.79	\$62.61
117	\$60.54	\$62.36	\$64.23
118	\$62.07	\$63.93	\$65.85
119	\$63.59	\$65.50	\$67.47
120	\$65.12	\$67.07	\$69.08
121	\$66.62	\$68.62	\$70.68
122	\$68.18	\$70.23	\$72.34
123	\$69.69	\$71.78	\$73.93
124	\$71.20	\$73.34	\$75.54
125	\$72.73	\$74.91	\$77.16
126	\$74.25	\$76.48	\$78.77
127	\$75.79	\$78.06	\$80.40
128	\$77.31	\$79.63	\$82.02
129	\$78.84	\$81.21	\$83.65
130	\$80.35	\$82.76	\$85.24
131	\$81.92	\$84.38	\$86.91
132	\$83.41	\$85.91	\$88.49
133	\$84.94	\$87.49	\$90.11
134	\$86.48	\$89.07	\$91.74
135	\$87.94	\$90.58	\$93.30

EXHIBIT E

Wage Tables, Job Titles and Pension Bands

Wage Table	Job Titles	Pension Bands Zone 1
13	Office Assistant	108
15	Administrative Assistant	109
17	Special Assistant	111

WAGE ZONES BY LOCATION

ZONE 1

Boston, Massachusetts

EXHIBIT E

EFFECTIVE OCTOBER 21, 2012

WAGES

2.25 % Wage increase applied to all steps

OFFICE ASSISTANT

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT	ZONE 2	INCREASE AMOUNT
Start	6 Mos.	\$385.00		\$379.50	
6 (6)	6 Mos.	\$452.00	\$67.00	\$442.50	\$63.00
6 (12)	6 Mos.	\$530.50	\$78.50	\$520.50	\$78.00
6 (18)	6 Mos.	\$623.50	\$93.00	\$608.50	\$88.00
6 (24)	6 Mos.	\$732.50	\$109.00	\$711.50	\$103.00
6 (30)	6 Mos.	\$859.50	\$127.00	\$833.50	\$122.00
6 (36) (Maximum)		\$1,009.00	\$149.50	\$975.50	\$142.00
PENSION BAND		108		107	

ADMINISTRATIVE ASSISTANT

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT	ZONE 2	INCREASE AMOUNT
Start	6 Mos.	\$396.50		\$387.00	
6 (6)	6 Mos.	\$468.00	\$71.50	\$457.00	\$70.00
6 (12)	6 Mos.	\$550.50	\$82.50	\$539.00	\$82.00
6 (18)	6 Mos.	\$649.00	\$98.50	\$634.50	\$95.50
6 (24)	6 Mos.	\$765.00	\$116.00	\$749.50	\$115.00
6 (30)	6 Mos.	\$902.50	\$137.50	\$883.00	\$133.50
6 (36) (Maximum)		\$1,063.50	\$161.00	\$1,041.50	\$158.50
PENSION BAND		109		109	

SPECIAL ASSISTANT

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT	ZONE 2	INCREASE AMOUNT
Start	6 Mos.	\$437.50		\$424.00	
6 (6)	6 Mos.	\$512.00	\$74.50	\$496.50	\$72.50
6 (12)	6 Mos.	\$599.00	\$87.00	\$583.50	\$87.00
6 (18)	6 Mos.	\$701.00	\$102.00	\$684.00	\$100.50
6 (24)	6 Mos.	\$819.00	\$118.00	\$803.50	\$119.50
6 (30)	6 Mos.	\$957.00	\$138.00	\$943.50	\$140.00
6 (36) (Maximum)		\$1,120.00	\$163.00	\$1,105.00	\$161.50
PENSION BAND		111		111	

Note - Special Assistants in the Sales Bargaining Unit who, in addition to their normal duties, are designated by Management to perform various administrative functions will receive a daily differential of ten percent (10%) of the maximum progression rate of this table for each day so assigned.

**EFFECTIVE AUGUST 4, 2013
WAGES**

2.75 % Wage increase applied to all steps

CWA 1302 NE SERVICE ORDER ENTRY

WAGE TABLE: 13

EFFECTIVE AUGUST 04, 2013

OFFICE ASSISTANT

WAGE STEP	NEXT INCREASE INTERVAL	ZONE	INCREASE AMOUNT
Start	6 Mos.	\$395.50	
6 (6)	6 Mos.	\$464.50	\$69.00
6 (12)	6 Mos.	\$545.00	\$80.50
6 (18)	6 Mos.	\$640.50	\$95.50
6 (24)	6 Mos.	\$752.50	\$112.00
6 (30)	6 Mos.	\$883.00	\$130.50
6 (36) (Maximum)		\$1,036.50	\$153.50
PENSION BAND		108	

CWA 1302 NE SERVICE ORDER ENTRY

WAGE TABLE: 15

EFFECTIVE AUGUST 04, 2013

ADMINISTRATIVE ASSISTANT

WAGE STEP	NEXT INCREASE INTERVAL	ZONE	INCREASE AMOUNT
Start	6 Mos.	\$407.50	
6 (6)	6 Mos.	\$481.00	\$73.50
6 (12)	6 Mos.	\$565.50	\$84.50
6 (18)	6 Mos.	\$667.00	\$101.50
6 (24)	6 Mos.	\$786.00	\$119.00
6 (30)	6 Mos.	\$927.50	\$141.50
6 (36) (Maximum)		\$1,092.50	\$165.00
PENSION BAND		109	

Note - Administrative Assistants who, in addition to their normal duties, are designated and assigned by Management to perform nonincidental assigned administrative functions will receive a daily differential of \$10 for each day assigned.

SPECIAL ASSISTANT

WAGE STEP	NEXT INCREASE INTERVAL	ZONE	INCREASE AMOUNT
Start	6 Mos.	\$449.50	
6 (6)	6 Mos.	\$526.00	\$76.50
6 (12)	6 Mos.	\$615.50	\$89.50
6 (18)	6 Mos.	\$720.50	\$105.00
6 (24)	6 Mos.	\$841.50	\$121.00
6 (30)	6 Mos.	\$983.50	\$142.00
6 (36) (Maximum)		\$1,151.00	\$167.50
PENSION BAND		111	

Note - Special Assistants who, in addition to their normal duties, are designated and assigned by Management to perform nonincidental assigned administrative functions will receive a daily differential of \$10 for each day assigned.

**EFFECTIVE AUGUST 3, 2014
WAGES**

3 % Wage increase applied to all steps

CWA 1302 NE SERVICE ORDER ENTRY

WAGE TABLE: 13

EFFECTIVE AUGUST 03, 2014

OFFICE ASSISTANT

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$407.50	
6 (6)	6 Mos.	\$478.50	\$71.00
6 (12)	6 Mos.	\$561.50	\$83.00
6 (18)	6 Mos.	\$659.50	\$98.00
6 (24)	6 Mos.	\$775.00	\$115.50
6 (30)	6 Mos.	\$909.50	\$134.50
6 (36) (Maximum)		\$1,067.50	\$158.00
PENSION BAND		108	

CWA 1302 NE SERVICE ORDER ENTRY

WAGE TABLE: 15

EFFECTIVE AUGUST 03, 2014

ADMINISTRATIVE ASSISTANT

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$419.50	
6 (6)	6 Mos.	\$495.50	\$76.00
6 (12)	6 Mos.	\$582.50	\$87.00
6 (18)	6 Mos.	\$687.00	\$104.50
6 (24)	6 Mos.	\$809.50	\$122.50
6 (30)	6 Mos.	\$955.50	\$146.00
6 (36) (Maximum)		\$1,125.50	\$170.00
PENSION BAND		109	

SPECIAL ASSISTANT

WAGE STEP	NEXT INCREASE INTERVAL	ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$463.00	
6 (6)	6 Mos.	\$542.00	\$79.00
6 (12)	6 Mos.	\$634.00	\$92.00
6 (18)	6 Mos.	\$742.00	\$108.00
6 (24)	6 Mos.	\$866.50	\$124.50
6 (30)	6 Mos.	\$1,013.00	\$146.50
6 (36) (Maximum)		\$1,185.50	\$172.50
PENSION BAND		111	

**MEMORANDUM OF AGREEMENT
CONCERNING A WORKING RETIREE PROGRAM
FOR NON-MANAGEMENT RETIREES**

This Memorandum of Agreement (“Agreement”) is entered into between Communications Workers of America, Local 1302 (“the Union”) and Verizon New England, Inc. (“the Company”) in regard to our SOEC-SS Labor Agreement.

1. The Agreement continues a supplemental employee classification known as the “Temporary Employee – Working Retiree” (“Working Retiree”) under the provisions of the collective bargaining agreement in effect between the Union and the Company and identifies the wage rates, employee benefits and terms and conditions of employment which will apply to Working Retirees reemployed to perform CWA Local 1302 (SOEC-SS) bargaining unit work. All other terms and conditions set forth in the existing collective bargaining agreement do not apply to Working Retirees.
2. A Working Retiree shall be a former non-management employee who retired from the CWA Local 1302 (SOEC-SS) bargaining unit, without a promise for reemployment, on a service pension under provisions of the NYNEX Pension Plan at least ninety (90) calendar days prior to reemployment under this Agreement.
3. The Company may employ a Working Retiree for a maximum of 120 work days in a calendar year to meet service needs related to workload peaks, service emergencies, employee absences for vacation, disability, leave of absence or special projects. The Company shall not employ more than twenty (20) Working Retirees at any given time. Time extensions, special projects and the number of Working Retirees will be a subject of further discussion between the Company and the Union.
4. Union security clauses, including provisions for payment of Union dues or Agency Shop fees through payroll deductions, shall apply to Working Retirees as set forth in the Labor Agreement. The use of Working Retirees shall be terminated should the Company be unable to effectuate the collection of Union dues or Agency Shop fees from Working Retirees through the mechanism of payroll deductions.
5. During such periods of reemployment, Working Retirees will be considered probationary employees who shall accrue no service credit, seniority, nor any additional benefits under any active employee benefit plan. Previous net credited service shall not be recognized or bridged during such reemployment. Employment is terminable at the choice

of the Working Retiree or the Company with or without cause, but with notice, if appropriate.

6. Working Retirees shall continue to receive their pension and all other retiree benefits (medical, dental, group life insurance and concession telephone service) based upon their eligibility prior to such reemployment subject to plan amendment or termination by the Company in accordance with plan provisions and applicable law. They are ineligible to participate in, accrue service credit or additional benefits or receive any benefits as may currently be provided to active employees under Company plans for medical, dental, vision, group life insurance, concession telephone service, savings, pensions including death benefits, sickness and accident disability, long term disability, anticipated disability, flexible spending accounts, tuition aid or any other such benefits.
7. The Company will amend the applicable Pension Plan, Savings and Security Plan (Non-Salaried Employees) and all other Company-sponsored employee benefit plans to exclude Working Retirees from plan participation, service and benefit accruals and benefit entitlements as active employees for the period of their active reemployment, and in the case of the Pension Plan to eliminate the suspension provisions.
8. During such periods of active reemployment, the Company medical plan becomes primary for Medicare eligible Working Retirees, and Medicare Part B reimbursement ceases.
9. The Company shall determine available job opportunities and the qualifications required for Working Retirees. In making such qualification determinations, the Company shall consider the position the Working Retiree previously held.
10. Retirees may be so reemployed on a half-day, daily, weekly or other basis; no period of reemployment is guaranteed. Regardless of the number of hours worked in a day, each day that any time is worked under the program counts as one (1) day toward the ninety (90) day limit. The Company shall assign Working Retirees their hours of work after all regular temporary employees in the job title and work groups have made their selection, based upon the needs of the business.
11. The Company reserves the right during the period of such reemployment to assign and/or change at any time the hours, job assignment or a change of work location not to exceed 50 miles, of the Working Retiree without penalty or to terminate their active employment.

12. Hourly wage rates for Working Retirees shall be established following existing Company practices and will be based on the difference between the job level maximum monthly rate and the Working Retiree's monthly pension amount. An hourly rate will be calculated by dividing the difference between the two above rates by 150 (4 x 37.5).
13. All hours so worked in a week shall be paid at the established basic hourly rate according to the calculation in #12 except that all such hours which exceed 37.5 shall be paid at one and one half (1.5) times their hourly rate. All such hours which exceed 46.5 shall be paid at two (2) times their hourly rate. Work performed on Company observed holidays will be paid at the holiday rate. Established Holiday lists and practices shall not apply to Working Retirees.
14. Working Retirees shall be utilized to meet overtime requirement only after all regular and temporary employees in the job title and work group have been given the overtime work opportunity. If the needs of the business require otherwise, the Company agrees to discuss this with the Union before implementing. Established overtime lists and practices shall not apply to Working Retirees.
15. Working Retirees are ineligible for vacation, paid holidays, paid personal or excused work days, sickness or accident absence pay, any Managed Care Network Enrollment Bonus or Bonus for Meeting Service Standards, premium pay treatment other than overtime and Sunday or Holiday premiums. Working Retirees are also ineligible for shift or other wage differentials, excused absence pay, tuition reimbursement, leaves of absence, or any other such active employee benefits, or any other company bonus payments as currently provided for under the Labor Agreement.
16. Contractual provisions requiring certain repayment of Income Protection Plan benefits are not applicable to individuals reemployed under the Working Retiree Program.
17. All safety related contractual provisions and practices are applicable for Working Retirees. Any Working Retiree injured in the course of employment may be eligible to receive Workers' Compensation in accordance with applicable state law.
18. If Working Retiree job assignments require overnight lodging away from home or worksite relocation during a workday, related contractual provisions concerning employee time and expense reimbursement shall be applicable.

19. Contractual grievance procedures shall apply to Working Retirees. However, mediation and arbitration procedures shall not apply to Working Retirees, notwithstanding the Union's right to arbitrate the interpretation and application of this Agreement.
20. Working Retirees shall work pursuant to all terms and conditions of the Labor Agreement, unless specifically addressed in this Agreement.
21. The provisions of this Agreement become effective on the date this Agreement is signed by the parties.
22. In the event of a work stoppage, this Agreement will be suspended during the course of such work stoppage.
23. The Company recognizes Working Retirees as having the same Union membership rights and obligations as all other classifications of bargaining unit employees under the collective bargaining agreement, including during any period of Union authorized work stoppage.
24. Retirees accepted for reemployment under the Working Retiree Program must sign an appropriate reemployment agreement acknowledging the continuation of their retiree pension and other benefits and the waiving of any eligibility for additional active employee service credit and benefits during any such period of reemployment.
25. In no case should this Agreement cause a diminishment of hours worked or work opportunity for any active employee.

William Vinicombe
Chairperson – SOEC-SS Bargaining
Committee

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

Dennis Trainor
Assistant to the Vice President

WORKING RETIREE AGREEMENT

I understand that I am being hired as a Working Retiree by the Company and I affirm that:

I was not promised reemployment by the Company before I retired.

I understand the following and knowingly waive any rights that I may have:

1. I will pay union dues pursuant to the existing agreement between the CWA Local 1302 (“the union”) and the Company. However, I will be covered by only those provisions of the collective bargaining agreement, which are referenced in this agreement.
2. I will be considered a Working Retiree with no accrued service credit, seniority or benefits under any active employee Company benefit plan. However, I will retain all rights, if any, as a retiree under the terms of the Company benefit plans.
3. My employment as a Working Retiree may be terminated at any time, without notice by me or by the Company.
4. I waive any eligibility that I may have to participate in or accrue service credit or additional benefits under any Company benefit plans.
5. I may be employed up to 120 work days in a calendar year. If I work any part of the day, it will be counted a whole day in calculating the 120 day limit.
6. The Company may assign and/or change at any time, the hours, job assignment or work location not to exceed 50 miles, given to me.
7. My hourly rate will be ____, according to the calculations stated in item #12 of the Working Retirement Agreement, except that hours worked in excess of thirty seven and one half (37 ½) will be paid at one and one half (1.5) times this hourly rate and double (2.0) time for hours in excess of 46.5. If my job assignment requires overnight lodging away from home or worksite relocation during a workday, related contractual provisions concerning time and expense reimbursement will be applicable.
8. Overtime will be given to other qualified regular and temporary employees in the job title first. Contractual overtime balancing requirements do not apply to me.

- 9. I am not eligible for vacation, pay holidays, paid personal or excused work days, meal allowances, sickness or accidental pay, any Managed Care Network Enrollment Bonus or Bonus for Meeting Service Standards or any other Company bonus payment, premium pay treatment other than overtime, Sunday or holiday premiums, etc. Working Retirees are also ineligible for excused absence pay, educational reimbursement, leaves of absence or any other active employee benefits as currently provided under the collective bargaining agreement.
- 10. All safety related contractual provisions apply to me.
- 11. I understand that I may participate in the grievance procedure, however, such grievances are excluded from mediation and arbitration.

Working Retiree

Date

August 3, 2008

Dennis Trainor
Assistant to the Vice President
Communications Workers of America
80 Pine Street
New York, NY 10005

Dear Mr. Trainor:

This will confirm our agreement regarding the Company's commitment in connection with new contracting initiatives.

The Company agrees that through December 31, 2002, it will not contract out work that is not being contracted out on the effective date of this agreement.

The parties further agree to continue a Contracting Initiatives Committee, which will be chaired by the Company's Regional Bargaining Agent and the Union's Area Director, each of whom may appoint up to two additional members. The purpose of the Committee is to give the parties the opportunity to conduct open and thorough discussions concerning the Company's intention and rationale regarding the contracting out of bargaining unit work. The Committee will also discuss issues regarding the following exceptions to the restriction on new contracting initiatives: The restriction shall not preclude contracting out work to meet peak load requirements which cannot be covered with overtime or to deal with emergency situations (such as severe weather conditions).

In addition, commencing January 1, 2003, the Company will notify the Union at least six months in advance of any new contracting initiatives. The Contracting Initiatives Committee will then have the opportunity to discuss such new major initiatives. In these discussions, the goal of the parties will be to balance the needs of customers, the provision of excellent service, and the use of bargaining unit employees to perform bargaining unit work.

William Vinicombe
Chairperson, SOEC-SS Bargaining

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

Dennis Trainor
Assistant to the Vice President

August 3, 2008

Dennis Trainor
Assistant to the Vice President
Communications Workers of America
80 Pine Street
New York, NY 10005

Dear Mr. Trainor:

1. Commencing January 1, 2001, the Company will implement a process which will allow employees to request lateral transfers or downgrades between positions in NY/NE Companies and Mid-Atlantic Companies. The process will be developed by a Working Committee consisting of four representatives of the Company and four representatives of the Union. The Working Committee shall have the authority to extend the above commencement date by mutual agreement.
2. For the purposes of this agreement NY/NE Companies will include:
 - Verizon New England Inc.
 - Verizon New York Inc.
 - Empire City Subway Company (Limited)
 - Telesector Resources Group, Inc.
 - Verizon Yellow Pages Company (NY/NE only)

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

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

3. This agreement does not apply to requests for upgrades. This agreement does not apply to employee requests for lateral transfers or downgrades within these companies, among the NY/NE Companies, among the Mid-Atlantic Companies, or to any other employee movements covered by other provisions of the collective bargaining agreements, if any. Applicants under this plan will be given consideration for placement before consideration of new hires.

William Vinicombe
Assistant to the Vice President

AGREED:

COMMUNICATIONS WORKERS OF AMERICA

Dennis Trainor
Assistant to the Vice President

August 3, 2008

Dennis Trainor
Assistant to the Vice President
Communications Workers of America
80 Pine Street
New York, NY 10005

Dear Mr. Trainor:

The job title entitled "Health Care Coordinator" ("HCC") will continue for the life of the Labor Agreement in each bargaining unit with a wage table equivalent to Wage Table 1 in the Plant agreement and a Pension Band of 124. The HCCs will be under the direction of the Company's Benefits Delivery Organization. There will be a total of three HCC positions among the CWA and IBEW, Local 2213 bargaining units, and the Unions may designate the three employees to be HCCs on a temporary basis. When the employee's temporary assignment ends, the employee will be returned to his or her regular job.

The HCCs must successfully complete a Company training program and demonstrate full understanding of the Company's benefits, including the disability, medical, dental, and vision plans, but not the pension or savings plan. In order to facilitate the prompt, cooperative resolution of employees' questions and/or problems under the Company's benefit plans, the HCCs will act as liaisons between employees with inquiries or disputes concerning their benefits and the carrier-administrators.

The HCCs will be provided contact names and telephone numbers to use when discussing individual cases with the carrier-administrators; however, the HCCs will not disclose these names or numbers to other employees. The HCCs will not have authority to vary plan provisions or override decisions of the carrier-administrators on claims or appeals; however, the HCCs may write and present claims and appeals on behalf of employees to ensure complete, impartial presentation of relevant information. The HCCs may be assigned other duties, such as employee education on plan changes or other issues.

Due to confidentiality requirements, (a) the carrier-administrators will communicate medically sensitive information only to the employee, unless the employee and, if applicable, the patient (or patient's parent or guardian, if patient is a minor) sign release forms prepared by the carrier-administrators authorizing the carrier-administrators to communicate such medically sensitive information to the HCCs; and (b) the HCCs will not discuss or disclose

information on medical issues, questions or disputes to anyone other than the affected employee, carrier-administrators, or the Company Benefits Delivery Organization. The Company's Benefits Delivery Organization will review these confidentiality release forms and, if appropriate, recommend revisions to the carrier-administrators.

The HCCs will report as required to the Company's Benefits Delivery Organization concerning the full scope of their activities, including all interactions with carrier-administrators on claims and appeals.

The provisions of this letter will not be subject to the grievance or arbitration procedures.

William Vinicombe
Chairperson, SOEC-SS Bargaining
Committee

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

Dennis Trainor
Assistant to the Vice President

August 3, 2008

Dennis Trainor
Assistant to the Vice President
Communications Workers of America
80 Pine Street
New York, NY 10005
Dear Mr. Trainor:

This will confirm our agreement that the wage rate of any employee whose wage rate has been green circled pursuant to the Force Adjustment Plan will continue to be green circled for the life of this Agreement.

William Vinicombe
Chairperson, SOEC-SS Bargaining
Committee

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

Dennis Trainor
Assistant to the Vice President

August 3, 2008

Dennis Trainor
Assistant to the Vice President
Communications Workers of America
80 Pine Street
New York, NY 10005

Dear Mr. Trainor:

This letter will confirm our understanding regarding management employees performing bargaining unit work.

As you know, it is not our policy to have management employees performing bargaining unit work. However, there will be occasions when it is necessary for a Management employee to perform bargaining unit work. We expect that these occasions will not be frequent and that the decision to utilize a management person will be exercised in a reasonable manner.

The control on this is a simple matter of economics. We do not want to pay Management wages for the regular performance of bargaining unit work. To do so does not make good business sense.

William Vinicombe
Chairperson,
SOEC-SS Bargaining Committee

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

Dennis Trainor
Assistant to the Vice President

August 3, 2008

Dennis Trainor
Assistant to the Vice President
Communications Workers of America
80 Pine Street
New York, NY 10005

Dear Mr. Trainor:

The Company will reimburse Employees who retire during the term of the current collective bargaining agreement for actual expenses, not to exceed \$3000, incurred during the 12 month period after retirement for the following, provided that such expenses are incurred for the purpose of helping prepare the retiree for a new career:

- fees associated with career counseling, skills and interest assessment, resume preparation and placement agency fees.
- tuition and fees at a college or university.
- tuition and fees at a technical or computer training center.
- tuition and fees at other job training centers.

William Vinicombe
Chairperson,
SOEC-SS Bargaining Committee

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

Dennis Trainor
Assistant to the Vice President

September 19, 2012

Dennis Trainor
Assistant to the Vice President
Communications Workers of America
80 Pine Street
New York, NY 10005

Re: Trial of Two (2) EWD Days To Be Taken In Half Hour Increments

Dear Mr. Trainor:

This will confirm our agreement to conduct the following trial during 2013: Employees may elect to take up to two scheduled Excused Work Days in 2013 in half-hour increments.

The specific details regarding the administration of the trial (e.g., eligible employees, etc.) will be established by a joint union-management committee prior to the posting of the 2013 vacation schedule. This trial will be automatically renewed for each succeeding year of the contract term unless cancelled by written notice.

Linda Casler
Chairperson – SOEC-SS Bargaining
Committee

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

Dennis Trainor
Assistant to the Vice President

2012 MEMORANDUM OF UNDERSTANDING

HALF-DAY TIME OFF ON CHRISTMAS EVE

In the absence of a written agreement stating otherwise, the Companies will grant an associate one-half day off with pay in observance of Christmas Eve work and load permitting and only to the extent the employee is scheduled and works on December 24 as part of his or her basic work week. If the Companies cannot grant an associate a half-day off with pay on December 24 due to workload or other Company needs, that associate will be granted one-half day off with pay within the next 30 days.

2012

January

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November

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2013

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February

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August

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2014

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2015

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2016

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