

# 2016 CONTRACT



**Communications  
Workers of America**



# AT&T

**Pacific Bell Telephone Company**

**Nevada Bell Telephone Company**

**AT&T Services, Inc.**

**SBC Global Services, Inc.**

**DIRECTV, LLC**

**Effective April 10, 2016  
Expiration Date April 4, 2020**

**CONTRACT BETWEEN  
THE COMPANIES  
AND  
COMMUNICATIONS WORKERS OF AMERICA  
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## PREAMBLE

Pursuant and in consolidation of the terms agreed to in the Memorandum of Agreement executed on *July 12, 2017* this consolidated Contract is signed on this *12th* day of *July 2017*, between Pacific Bell Telephone Company, Nevada Bell Telephone Company, AT&T Services, Inc., SBC Global Services, Inc. and *DIRECTV, LLC*, hereinafter collectively referred to as the "Companies," and the COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as the "Union."

The respective parties to this consolidated Contract do mutually agree and covenant as follows:

### ARTICLE 1

#### RECOGNITION

**Section 1.01** The Companies recognize the Union as the exclusive collective bargaining representative for those employees having the occupational title classifications outlined in Appendices A, D, and E for the collective bargaining units described in the Agreement of Recognition.

**Section 1.02** Nothing herein shall be construed as authorizing the inclusion of any employee or employees not properly includable in the above described bargaining unit, nor shall be construed as a waiver or forbearance on the part of the Union of any right to represent any employee or employees properly includable in such bargaining unit as contemplated under the National Labor Relations Act as now or hereafter amended or superseded.

**Section 1.03** Additions to, or changes in, recognition as described in the Agreement of Recognition may be made by mutual agreement.

**Section 1.04** The Companies recognize the Union or its authorized representatives as having sole power to execute agreements with the Companies in regard to rates of pay, wages, hours of employment and other conditions of employment affecting the employees in the collective bargaining units described in the Agreement of Recognition.

**Section 1.05** The Companies will furnish a copy of the Contract to all employees.



## ARTICLE 2

### FORCE ALLOCATION

#### Section 2.01 EMPLOYMENT SECURITY COMMITMENT

The Companies' policy will be to offer all employees, who continue to meet performance standards, employment security through reassignment and retraining even if their present jobs are eliminated. This policy will be maintained so long as there is no change that will materially alter any of the Companies' Business Plan achievement.

Employees who utilize personal and/or career development programs designed to help them stay abreast of continuing technological and business changes, and who exercise flexibility in accepting new or changed work assignments and locations, will be assured employment security so long as there is no change that will materially alter any of the Companies' Business Plan achievement.

#### Section 2.02 EMPLOYEE CAREER DEVELOPMENT PROGRAMS

The Employee Career Development Program, developed jointly by the Companies and the National Union, is designed to provide for the ongoing development of each employee's capability throughout their careers with the Companies.

- A. The Program will be governed by the Vice President - Human Resources and the CWA Vice President, District 9, or their designated representatives, as well as three (3) representatives of the Companies and three (3) representatives of the Union. This Governance Board will oversee the activities of the Training/Retraining Working Committees.
- B. The Companies will provide specific, relevant and timely information regarding existing job opportunities to the Union. This information will be based on semi-annual force forecasts of future force reductions and job growth areas created by, but not limited to, major technological changes and consolidations. This information will be communicated to the appropriate Union and management representatives so that these representatives can help employees make decisions about their individual career paths.
- C. The purpose of the Employee Career Development Program is to:
  - 1. Educate employees about the necessity for, and reality of, change.
  - 2. Enable an employee to assess personal knowledge, skills, attributes, behaviors and goals.
  - 3. Determine the knowledge, skills, attributes and behaviors for jobs and build a training and/or career path for each participating employee.
  - 4. Provide individual career and development counseling by trained counselors.

**Section 2.02.C (continued)**

5. Encourage employees to take control of their careers and seek out new career opportunities in sufficient time to take advantage of such opportunities.
  6. Emphasize each employee's responsibility to seek out and take advantage of these and other career development tools and processes to better ensure their personal employment security.
- D.** The Governance Board identified in Section 2.02A will be responsible for integrating and coordinating the activities of the Training/Retraining Working Committees into the Employee Career Development Program.
- E.** All Regular Full and Part-time employees with at least one (1) year of service will be eligible to participate in the Employee Career Development Program(s). Participation in the Program(s) shall be voluntary. Time spent by employees in Program activities will normally be outside of scheduled working hours. Such time will not be paid and will not be considered as time worked for any purpose.

**Section 2.03            TRAINING/RETRAINING WORKING COMMITTEES**

- A.** The Training/Retraining Working Committees shall consist of equal numbers of Company and Union representatives.
- B.** The functions of the Training/Retraining Working Committees are to:
1. Develop programs which offer additional training opportunities to employees which will allow them to attain new skills and pursue different career paths.
  2. Propose those programs to the Governance Board for approval of appropriate expenditure of the Training/Retraining funding.
  3. Administer the programs and report on at least a quarterly basis to the Governance Board.
- C.** The provisions of Sections 2.02 and 2.03 do not in any way affect the Companies' right to implement the provisions of Article 2, Section 2.05, Section 2.06 or Article 8.

The Companies and the National Union agree that the Companies will replace the Upgrade and Transfer Plan with an automated transfer plan that shall provide placement opportunities for Regular employees. This Plan, called the Automated Upgrade and Transfer System (AUTS), will enable Regular employees to move to new job titles and work locations. Such moves not only benefit the Companies, but also benefit employees by allowing them to influence the direction of their individual careers.

**A. REGULAR TRANSFERS**

1. Participation in the AUTS shall require employees to verify, supply and update personnel data relative to work experience, testing, education and training. This information shall be the basis of each employee's resume maintained in the AUTS database.
2. Information regarding job openings will be made available to employees on an automated basis by the Companies. Such information will also be available to the Union Locals.
3. Eligible qualified employees seeking placement can submit transfer requests for currently open positions and for future openings. Employees may have up to six (6) transfer requests at any one time. These may be upgrade, lateral or downgrade transfer requests and they may be for future or current vacancies. Each transfer request will designate a specific title and exchange (See Appendix C4).
  - a. Employees will receive reports regarding the activity associated to their transfer requests every four (4) to six (6) weeks.
4. A vacancy will be listed for a minimum of five (5) business days, during which time eligible employees may submit transfer requests for the position.
5. The employee will have two (2) work days to accept or reject a job offer. Once a job offer has been made, all other transfer requests will be put on hold until the job offer has been accepted or declined.
6. An employee's transfer request will be maintained in the active file and/or considered for current open positions if the employee has met the prerequisites of satisfactory job performance, time-in-title and time-in-location (as indicated in Appendix C2), testing and other job requirements as determined by the Companies and indicated on the appropriate job brief.

**Section 2.04.A.6 (continued)**

- a. Least senior identified surplus employees (Section 2.06B1) and employees placed under the provisions of Section 2.05 (Force Balancing) and Section 2.06 (Force Movement) of this Article will not be required to meet time-in-title and time-in-location requirements in order to submit transfer requests following such identification and/or placement.
- b. If an employee refuses a job offer which matches a request, then that request will be cancelled; and it, or any other request that would include the same title and exchange, may not be resubmitted for a period of six (6) months from the date of refusal. When an employee accepts a job offer, all other transfer requests on file will be cancelled.
- c. Transfers submitted to AUTS for current positions expire thirty (30) calendar days after receipt of a job match list or upon selection of a candidate for the vacancy, whichever occurs first. Transfers submitted for future positions will remain in file for six (6) months from the date of receipt, but will be cancelled upon the occurrence of any of the following:
  - 1. The employee no longer meets eligibility or qualifications requirements.
  - 2. The employee withdraws the request.
  - 3. The employee leaves the Company payroll.
  - 4. The employee is no longer a Regular employee.
- d. Transfers will remain in file, but on inactive status, if any of the following are in excess of thirty (30) calendar days: leaves of absence; temporary promotions to management and disabilities.
- e. Eligible employees not test qualified for positions being sought through AUTS will be provided the opportunity to take such test(s) in the same order of consideration applicable to filling job vacancies under Section 2.04B1, subject to the availability of testing resources and the job vacancy rate for the positions being sought. Within each step in the sequence of search, employees will be tested in seniority order.
  - 1. Employees may request testing thirty (30) calendar days prior to the effective date of their meeting time-in-title and time-in-location.

**Section 2.04 (continued)**

**B. SELECTION**

1. When the Companies declare a vacancy, the Companies may list on the requisition up to ten (10) skills taken from the job brief. These skills are in addition to the prerequisites described in Section 2.04A6. Employees will be selected by the skills listed on the requisition. Skills are based on the employees' work experience, training and education and are listed in their resumes. The Companies may, at their discretion, interview employees on job match lists to confirm their skills. When two (2) or more employees have equal skills related to the vacancy, seniority will determine the choice. The normal sequence of search to fill a vacancy will be:
  - a. Qualified employees in the Available Employee File consisting of personnel returning from medical disability, military, care of newborn children, care of immediate family, Union leaves of absence, qualified medically restricted employees and surplus employees;
  - b. Laid off employees as referenced in Article 8;
  - c. Hardships;
  - d. Regular employees requesting changes of job titles and/or locations;
  - e. Term employees requesting changes of job titles and/or locations;
  - f. New hires.
2. In applying the provisions of Sections 2.04B1a through 2.04B1e, Nevada employees will be considered for Nevada positions for which they are qualified before such opportunities are made available to Pacific employees. Pacific employees will likewise receive consideration for Pacific positions before such opportunities are made available to Nevada employees.
3. Employees and new hires in Section 2.04B1d through 2.04B1f may be considered concurrently. When two (2) or more individuals are equally qualified, seniority will determine the choice.



**Section 2.04.B (continued)**

4. Notwithstanding Sections 2.04B1 through 2.04B3, VP entities may reserve up to 50% of their vacancies by title for intra VP entity movement. Those vacancies identified for intra VP entity movement will be made available to qualified employees within the same VP entity before such opportunities are made available to employees from other VP entities. Intra VP entity selection will be determined by skills and seniority as described in Section 2.04B1. A VP entity will not have more than 50% of its vacancies reserved on a title by title basis at any point in time during the life of this contract.
5. The Companies reserve the right to refuse transfers and may initiate transfers as they deem necessary.

**C. RETREATS**

1. A Regular employee who has accepted a new job assignment, which is an upgrade under this Section 2.04, may elect to retreat to the previous department within the first six (6) months after the date of transfer, except as specified in Section 2.05C and 2.06B10. The employee will be reassigned to the previous job or a comparable job within the same headquarters as the previous job as a vacancy becomes available. If the Companies and the Union Local(s) agree, the affected employee may be offered a comparable job outside the headquarters.
2. The receiving department may elect to retreat an employee within the first six (6) months after the date of transfer except as specified in Section 2.05C and 2.06B10.
3. For both employee and Company initiated retreats, the first six (6) months may be extended for formal classroom training, leaves of absence, or disability.

**D. JOINT AUTS REVIEW COMMITTEE**

1. The Companies and the National Union will establish a Joint AUTS Review Committee comprised of two (2) Union representatives and two (2) representatives of the Companies. The responsibilities of the Committee will include:
  - a. Assisting the Companies in providing for an orderly and efficient transition to AUTS;
  - b. Monitoring the ongoing operation of AUTS;
  - c. Analyzing overall AUTS results;

**Section 2.04.D.1 (continued)**

- d. Addressing concerns raised as to the staffing of positions through AUTS.
- 2. The Joint Review Committee will meet on a regular basis, but not less than once each quarter.
- 3. The Joint Review Committee is not empowered to enter into agreements modifying the Contract, employees' wages, benefits (or other forms of compensation), job titles or representation status.
- 4. Agreements made by the Joint Review Committee will not prejudice the position of either the Companies or the Union and will not be cited in any other proceeding. Such agreements will not be subject to the grievance and arbitration procedures.
- 5. Individual placement decisions made pursuant to the AUTS shall be subject to the grievance procedure. Issues not resolved in the grievance procedure may be presented to the Joint AUTS Review Committee for final and binding resolution. Neither the AUTS nor its administration shall be subject to arbitration.

**E. MINI-TRANSFERS**

The mini-transfer procedure is completely separate from the process described in Section 2.04A. The mini-transfer process is administered by local management without the involvement of the Placement organization. Local management will consider mini-transfer requests before issuing a requisition. Time-in-title and time-in-location is accrued for employees who change their shift, location or status due to a mini-transfer.

- 1. Regular employees (except for Operator Services employees listed in Appendix A, Section A3.01A) may submit local requests to change their shifts (day, evening or night) within their title and their building locations or other organizational units as determined by the Companies and the Union. If there are no written requests on file, the available qualified employees within the building or organizational unit as determined by the Companies and the Union will be offered the vacancy.
- 2. Regular employees (including Operator Services employees listed in Appendix A, Section A3.01) may submit local requests to change their work locations within their same titles. Requests for change in work locations will be to different buildings, or to different organizational units within the same consolidated headquarters (Section 2.09B) and district.

**Section 2.04.E (continued)**

3. Regular employees (including Operator Services employees listed in Appendix A, Section A3.01) may submit local requests to change their status from full-time to part-time or from part-time to full-time. Requests for change in status will be within the employee's title and their building locations or other organizational units as determined by the Companies and the Union.
4. When a vacancy occurs, the Companies will review requests from available qualified employees. Employees will be considered in order of seniority. The normal sequence of search to fill a vacancy will be:
  - a. Employees requesting change of shifts under Section 2.04E1;
  - b. Employees requesting change of locations under Section 2.04E2;
  - c. Employees requesting change of status under Section 2.04E3;
  - d. Requests will be honored within the same State before allowing for interstate movement.
5. The qualifications and availability of employees for the purpose of administering this Section 2.04E will be determined by the Companies.

**Section 2.05      FORCE BALANCING**

Whenever any conditions, including economic or force conditions or technological change (defined as changes in equipment or methods of operations), are considered by the Companies to warrant relocation of existing work and/or rearrangement of employees, Regular employees may be reassigned. Prior to such reassignment(s), management will inform the affected Union Local(s) of the proposed move(s). The parties will then discuss the need for such reassignment and may explore possible alternatives. If the parties do not agree, the Companies will administer the reassignment of Regular employees.

If the reassignment of Regular employees is deemed necessary by the Companies, the following provisions will apply:

**Section 2.05 (continued)**

**A. RELOCATION OF EXISTING WORK**

1. In applying the provisions of Section 2.05A, the affected work group will be considered to be an administrative work unit. An administrative work unit is defined as those employees at a work location who have the same title classification and who perform similar work, as determined by the Companies, and share a common overtime list and vacation schedule or, if not sharing both the same overtime list and vacation schedule, sharing either the same overtime list or vacation schedule, whichever list or schedule is smaller.
  - a. The definition of an administrative work unit in Section 2.05A1 and Section 2.05B1 does not prohibit the Companies from having an overtime list and/or a vacation schedule covering multiple work locations.
2. When only a portion of the work performed within an administrative work unit is to be relocated, employees will be offered the opportunity to follow the relocated work based on net credited service as shown by the records of the Companies.
3. If the amount of work to be relocated equates to less than one (1) full employee's work, the Companies, at their discretion, may allow an employee to follow that portion of relocated work.
4. If the relocation of existing work involves a move for an employee which is considered commutable, the employee will follow the work to the new location. Commutable employees who refuse reassignment under the provisions of this Section and least senior commutable employees who refuse reassignment under Section 2.05B will be considered to have voluntarily resigned and will not be entitled to Separation Benefits.
5. If the relocation of existing work is to a non-commutable location, the employee may elect to either follow the relocated work or be identified as surplus. In the latter case, the employee will be administered according to the provisions of Article 2, Section 2.06.

**Section 2.05 (continued)**

**B. FORCE REARRANGEMENTS**

1. In an attempt to avoid the declaration of surplus, or to balance the force, the Companies may rearrange employees in the same title, consolidated headquarters (Section 2.09B) and Presidential entity. The Companies will determine the appropriate administrative work unit(s) within the title, consolidated headquarters and Presidential entity for administration of the force rearrangement(s). An administrative work unit is defined as those employees at a work location who have the same title classification and who perform similar work, as determined by the Companies, and share a common overtime list and vacation schedule or, if not sharing both the same overtime list and vacation schedule, sharing either the same overtime list or vacation schedule, whichever list or schedule is smaller. There is no requirement to use any of the force rearrangement procedures prior to declaring a surplus.
  - a. The definition of an administrative work unit in Section 2.05A1 and Section 2.05B1 does not prohibit the Companies from having an overtime list and/or a vacation schedule covering multiple work locations.
2. Prior to a force rearrangement, the Companies will identify the affected administrative work unit(s) with the available jobs and identify the affected administrative work unit(s) with the vacancies and inform the affected Union Local(s) of the proposed move(s). Those Union Local(s) and the Companies will discuss the need for the force rearrangement(s), possible alternatives and whether any "additional vacancies," as described in Section 2.05B4, will be offered. The Union Local(s) and the Companies will meet and discuss these issues in a timely manner. If there is no agreement between the Union Local(s) and the Companies, the Companies will administer the force rearrangement(s).
3. The least senior qualified surplus employees in the affected administrative work unit ("affected employees") will be offered the available jobs in their same title, consolidated headquarters and Presidential entity. By seniority, the affected employees may elect to take such vacancies or replace the least senior employee with the same title within the same consolidated headquarters and within the same VP entity who is outside the affected administrative work unit. This process will continue until all available vacancies in the title, consolidated headquarters and Presidential entity are filled.
  - a. If the most senior of the affected employee(s) elects not to replace the least senior employee in the title, consolidated headquarters and VP entity, then the most senior of the affected employee(s) will be assigned to a vacancy.

**Section 2.05.B.3 (continued)**

- b. If the most senior of the affected employee(s) elects to replace the least senior employee in the title, consolidated headquarters and VP entity, then the replaced employee will be held out of the process until all the affected employee(s) who have more seniority than the replaced employee(s) have the opportunity to either replace the remaining least senior employee(s) in the title, consolidated headquarters and VP entity or be assigned to a vacancy. If there are no remaining affected employees with more seniority than a replaced employee(s), the replaced employee(s) will be assigned to a vacancy, if available.
4. If the Companies and the affected Union Local(s) agree during their advance discussions, the affected employees may also be offered any or all of the following types of available jobs in their Presidential entity ("additional vacancies"):
- same title which are outside the consolidated headquarters;
  - same wage schedule within the consolidated headquarters;
  - and same wage schedule which are outside the consolidated headquarters.

If any such additional vacancies are made available to the affected employees, the same process described in Sections 2.05B3, 2.05B3a and 2.05B3b will be followed. That is, by seniority, the affected employees may elect to take an offered vacancy, including an additional vacancy, or replace the least senior employee with the same title within the same consolidated headquarters and within the same VP entity who is outside the administrative work unit. This process will continue until all offered vacancies, including additional vacancies, are filled.

5. Employees who choose not to accept a commutable assignment will leave the service of the Companies. Employees who choose not to accept a non-commutable assignment will leave the service of the Companies and receive Separation Benefits.
6. Employees who accept a non-commutable assignment under Section 2.05B will be entitled to relocation expense reimbursement. Such employees will also be entitled to submit unlimited requests through the Automated Upgrade and Transfer System for six (6) months from the effective date of their assignment. If an employee had the option of accepting a commutable job (other than replacing the least senior employee with the same title within the same consolidated headquarters and VP entity), but elected a non-commutable job, the employee will not receive relocation expense reimbursement and will not be eligible to submit unlimited requests through the Automated Upgrade and Transfer System for the six (6) month period.

**Section 2.05.B (continued)**

7. The Companies will inform the affected Union Local(s) of the results of a force rearrangement no later than thirty (30) calendar days after the effective date. The results will include the effective date of the force rearrangement, involved work locations and the name, title and net credited service (NCS) date of each involved employee.
- C. Employees reassigned under the provisions of Section 2.05 will have Limited Return Rights for up to twenty-four (24) months from the effective date of their assignment. Limited Return Rights are to the employee's former title, exchange and VP entity.
- D. As used in this Section 2.05 and Section 2.06, the term "qualified" refers to employees who have met the basic requirements of the job, including all tests, requirements and physical classifications as stated in the Jobs Handbook.

**Section 2.06 FORCE MOVEMENT**

- A. Prior to a declaration of surplus, the Companies will implement any or all of the following steps:
  1. Maintain overtime at a minimum level within the surplus work group.
  2. Terminate Temporary, Term and Occasional employees, if appropriate, where the Companies determine that surplus employees are qualified to perform the work.
  3. Stop hiring in the surplus title within the surplus work group.

**B. FORCE MOVEMENT PROCESS**

1. The Presidential entity (or if there is no Presidential entity, the highest level entity below Presidential entity) will notify the affected Union Local(s) and the Executive Director-Labor Relations fourteen (14) calendar days prior to the surplus declaration date. The Presidential entity (or if there is no Presidential entity, the highest level entity below Presidential entity) will notify the surplus work group ten (10) calendar days prior to the surplus declaration date. If the Union Local(s) so choose, they may join in the roll-out scheduled by the Companies to notify the surplus work group. Labor Relations will notify the National Union in writing of a declaration of surplus.
  - a. A work group is defined as one containing Regular employees with the same job title in a specific consolidated headquarters (see Section 2.09B) within a Company Presidential entity. In Company organizations without a Presidential level of management, a work group will consist of Regular employees with the same job title in a specific consolidated headquarters within the highest level entity below Presidential level.

**Section 2.06.B.1 (continued)**

- b. Surplus employees are the least senior employees in a surplus work group.
- 2. Liaison Committees comprised of Company and Union representatives will be established (one (1) for Northern California and Nevada and one (1) for Southern California) to function in an oversight role regarding problems encountered during the placement of surplus employees. The membership of each Liaison Committee will be comprised of one (1) representative from CWA District 9, one (1) representative from the affected CWA Local(s) and one (1) each from Labor Relations, the affected Company department and the Placement organization. These committees are empowered to resolve any issues or problems regarding the placement of employees under the Force Movement process described in Sections 2.06B and 2.06C.

  - a. The Liaison Committees are not empowered to enter into agreements modifying the Contract, with respect to employee's wages, benefits (or other forms of compensation), job titles or representation status.
  - b. Agreements made by the Liaison Committees regarding the placement of surplus employees will not prejudice the position of either the Companies or the Union and will not be cited in any other proceeding. Such agreements will not be subject to the grievance and arbitration procedures.
  - c. Unresolved issues or problems regarding the placement of surplus employees will not delay or defer the Force Movement process. In the event the Liaison Committee is unable to resolve a problem within thirty (30) days, the issue(s) may then be addressed under the grievance and arbitration provisions of this Contract. To ensure timely resolution of grievances regarding the placement of surplus employees, such grievances will bypass Step I and Step II of the grievance process and be forwarded to the National Union Representative and Labor Relations Director with a summary of facts and the positions of each party prepared by the appropriate Liaison Committee.
  - d. The Liaison Committees will discuss temporary and term positions that would be appropriate for consideration for surplus work groups. These committees are empowered to implement placement options in the appropriate Company organizations in an effort to relieve the surplus.



**Section 2.06.B.2 (continued)**

- e. The Liaison Committees will discuss positions that are being made available for new hires that would be appropriate for consideration for surplus work groups. These committees are empowered to implement placement options regarding these positions in the appropriate Company organizations in an effort to relieve the surplus.
3. When a work group is notified of a surplus declaration, the Companies will offer Separation Benefits, as described in Section 2.07, the Special Leave of Absence and the Transition Leave of Absence to employees within the surplus work group, within the first ten (10) calendar days of the notice period. Employees may elect to leave the service of the Companies and receive Separation Benefits or one (1) of the above referenced leaves to the extent necessary to relieve the surplus.
  4. Declaration of surplus shall not be made more frequently than once every three (3) calendar months for each specific work group.
  5. Once surplus has been declared to the Union, all activities under Section 2.05B will cease for the surplus work group(s).
  6. All Regular employees within a surplus work group will be given priority consideration for all available lateral (same wage schedule) and downgrade jobs, except jobs that are represented by other unions, beginning on the surplus declaration date (see Section 2.06B1). However, surplus employees represented by CWA will not be offered jobs in the non-represented unit if a declared surplus condition exists in that non-represented unit and will not be given priority consideration for those jobs if a surplus condition exists in another bargaining unit.
    - a. All Regular employees in the surplus work group who wish to volunteer for the available lateral and downgrade jobs may submit unlimited requests for current and future jobs through the Automated Upgrade and Transfer System beginning on the surplus declaration date.
    - b. Qualified employees who have submitted transfer requests pursuant to Section 2.06B6 will be matched to jobs by seniority.
    - c. Employees will have two (2) work days to accept or decline a job offer. Employees in a surplus work group who choose not to accept an offer for a position for which they had submitted in accordance with Section 2.06B6 will leave the service of the Companies.

**Section 2.06.B.6 (continued)**

- d. Employees who accept jobs outside the CWA bargaining unit will assume the representation status of those jobs.
- e. The Placement Areas for employees covered by this Contract are:
  - 1. For California employees:

Bay	Los Angeles
North Coast	Orange/Riverside
Sacramento/North	San Diego/Imperial
Valley Central Coast	
  - 2. For Nevada employees:

The State of Nevada
- f. The Rearrangement Areas for employees covered by this Contract are:
  - 1. Southern California from the Tehachapi mountains to the Mexican Border for employees working in Southern California.
  - 2. Northern California from the Tehachapi mountains to the Oregon border for employees working in Northern California.
  - 3. Nevada for employees working in Nevada.
- 7. If the procedures described in Sections 2.06B3 through 2.06B6 have not resolved a declared surplus at the conclusion of thirty (30) calendar days including the date of the declaration, the remaining least senior identified surplus employees in the work group will be offered the Voluntary Surplus Reduction Option (VSRO) as described in Section 2.07K. Employees may elect the VSRO or elect to be assigned to available Regular full-time positions (i.e., lateral, downgrade, commutable, non-commutable) within the CWA bargaining unit. Regular employees in the surplus work group may also continue to volunteer for lateral and downgrade positions as described in Section 2.06B6a until the Companies determine that the surplus is resolved in their work group.
  - a. The Voluntary Surplus Reduction Option (VSRO) includes Separation Benefits as described in Section 2.07, an additional \$3,000 and eighteen (18) months unlimited access to AUTS with selection status the same as that of employees requesting changes of job titles and/or locations (see Section 2.04B1d).

**Section 2.06.B.7 (continued)**

- b. Least senior identified surplus employees will have five (5) calendar days within which to make their election between VSRO or assignment.
- c. Qualified least senior identified surplus employees who decline VSRO or who do not make any election within the five (5) calendar days will be assigned to available positions.
- d. The order of selection will be:
  - 1. by seniority, qualified volunteers in the surplus work group;
  - 2. qualified least senior identified surplus employees who remain surplus after the thirty (30) day voluntary phase described in Section 2.06B6.
- e. Positions of non-surplus employees who are in the same Presidential entity as the surplus workgroup and who have submitted the appropriate form, as required by the Companies, to indicate that they are interested in Voluntary Separation Benefits (VSB) (“VSB Positions”) will be assigned to qualified least senior identified surplus employees in accordance with the terms of the VSB MOA and qualified least senior identified surplus employees will be assigned to requisitions in the following order:
  - VSB Positions - lateral jobs within the Placement Area by seniority;
  - Requisitions - lateral jobs within the Placement Area by seniority;
  - VSB Positions - downgrade jobs within the Placement Area by seniority;
  - Requisitions - downgrade jobs within the Placement Area by seniority;
  - VSB Positions - lateral jobs within the Rearrangement Area by inverse seniority;
  - Requisitions - lateral jobs within the Rearrangement Area by inverse seniority;
  - VSB Positions - downgrade jobs within the Rearrangement Area by inverse seniority;

**Section 2.06.B.7 (continued)**

- Requisitions - downgrade jobs within the Rearrangement Area by inverse seniority;
  - VSB Positions - lateral jobs within California for employees of the Companies in California by inverse seniority;
  - Requisitions - lateral jobs within California for employees of the Companies in California by inverse seniority;
  - VSB Positions - downgrade jobs within California for employees of the Companies in California by inverse seniority;
  - Requisitions - downgrade jobs within California for employees of the Companies in California by inverse seniority;
  - VSB Positions - lateral jobs within the West Region by inverse seniority;
  - VSB Positions - downgrade jobs within the West Region by inverse seniority.
- f. If the Companies deem appropriate, certain qualifications may be waived under the provisions of this Section 2.06B7.
- g. Employees who choose not to accept an offer for a job which is a commutable lateral position will leave the service of the Companies. Employees who choose not to accept an offer for a job which is a downgrade and/or non-commutable position will leave the service of the Companies and receive Separation Benefits and eighteen (18) months unlimited access to AUTS with selection status the same as that of employees requesting changes of job titles and/or locations (see Section 2.04B1d).
8. Those employees placed through the force movement process will have Return Rights for up to twenty-four (24) months from the effective date of their assignment.
- a. Those employees with Return Rights will have up to twenty-four (24) months unlimited access to AUTS for any regular position.
  - b. Those employees with Return Rights will have concurrent consideration with candidates described in Sections 2.04B1d, 2.04B1e, and 2.04B1f and priority selection status if equally qualified with the most qualified candidate of those described in Sections 2.04B1d, 2.04B1e, and 2.04B1f.
  - c. Return Rights will cease when an employee is placed in a position through AUTS prior to the expiration of the twenty-four (24) month period.

**Section 2.06.B.8 (continued)**

- d. Notwithstanding any other provisions in the contract, employees with Return Rights who accept positions through AUTS will not be entitled to Relocation Expense reimbursement.
9. Employees who accept downgrade positions under Section 2.06 will be entitled to Reassignment Pay Protection Plan Benefits as described below:

LESS THAN 15 YEARS OF NET CREDIT SERVICE	
WEEKS	WAGE REDUCTION
1 through 52	None
53 through 57	1/3
58 through 62	2/3
63 & thereafter	Full

15 OR MORE YEARS OF NET CREDITED SERVICE	
WEEKS	WAGE REDUCTION
1 through 160	None
161 through 164	1/3
165 through 168	2/3
169 & thereafter	Full

10. Non-surplus employees who are in the same Presidential entity as the surplus workgroup and who have submitted the appropriate form, as required by the Companies, to indicate that they are interested in Voluntary Separation Benefits (VSB) whose positions are assigned to qualified least senior identified surplus employees in accordance with the terms of the VSB MOA (as provided in Section 2.06B7e) and who are replaced by surplus employees will leave the business with ESRO.

ESRO is the Separation Benefit as described in Article 2, Sections 2.07C, 2.07E, and 2.07F plus an additional \$25,000.00. Payment options for the entire ESRO benefit, including the additional \$25,000.00, are the same as stated in Article 2, Section 2.07D.

Eighteen (18) months unlimited access to AUTS with selection status the same as that of employees requesting changes of job titles and/or locations (see Section 2.04B1d).

At the time of reemployment with any of the Companies of AT&T, a recipient of the ESRO must repay the entire unused portion of the payment as described in Sections 2.07G, 2.07H, and 2.07I. The additional \$25,000.00 shall equate to 25 weeks of pay and will be added to the weeks of Separation Benefits for this purpose.

**Section 2.06.B.10 (continued)**

Continue to receive six (6) months of continued Company paid medical, dental and vision coverage, beginning on the date of their separation, with eligibility for COBRA coverage beginning at the end of the continued Company paid coverage.

11. There are no retreat rights for employees placed into available jobs under the provisions of Section 2.06. However, employees who fail formal training after such placement will be returned to their former organizations, will be placed back into the force movement process and will be assigned to a Regular full-time (lateral/downgrade) position as described in Section 2.06B7.
  12. The Companies may engage in selective hiring during the Force Movement Process.
- C. If no Regular jobs are available, the remaining surplus employees will be offered the opportunity to either replace certain commutable contract labor if appropriate, or to leave the service of the Companies and receive Separation Benefits. Surplus employees who fail to make a choice relative to available contract jobs will leave the service of the Companies and receive Separation Benefits.
1. Qualified employees who replace contract labor will be entitled to Reassignment Pay Protection Plan Benefits as described in Section 2.06B9. For purposes of determining the appropriate wage reduction, the competitive wage rate (prevailing rate for the contract job minus the value of Company-paid benefits) will be considered the wage rate of the contract job. Assignments involving the replacement of contract labor will be considered temporary until a Regular job is available.
    - a. Employees in temporary contract jobs will be automatically matched in order of seniority to Regular lateral or downgrade jobs as positions become available. Employees may express their preferences for reassignment by submitting transfer requests through the Automated Upgrade and Transfer System. They may designate any lateral or downgrade job titles as the job titles in which they wish to be placed should vacancies occur.
    - b. Employees in temporary contract jobs who choose not to accept an offer of a Regular job will leave the service of the Companies.
- D. At any time during the force movement process, if the Companies determine that surplus has been resolved in a work group, the Companies may rearrange the force as described in Section 2.05B.

## **Section 2.06 (continued)**

- E. In the event that no commutable contract jobs are offered to surplus employees, the remaining surplus will be maintained until such time as a Regular lateral or downgrade job may be offered, or until the Companies inform the National Union in writing of their intent to lay off Regular employees.
  - 1. Maintained surplus employees who choose not to accept a commutable lateral job offer will leave the service of the Companies. Maintained surplus employees who choose not to accept a downgrade or a non-commutable job offer will leave the service of the Companies and receive Separation Benefits.
  - 2. Maintained surplus employees may, at the Companies' discretion, be placed into commutable part-time jobs, if such jobs are available. Surplus employees who choose not to accept an offer of a commutable part-time job will leave the service of the Companies and receive Separation Benefits.
  
- F. Managers may be reassigned to the bargaining unit utilizing either of the following provisions:
  - 1. Management employees may be reassigned to the bargaining unit provided there are no significantly qualified employees (i.e., employees who perform similar work, as determined by the Companies) with greater seniority available to fill the vacancy with a transfer request on file for the position to which the manager would be assigned.
  - 2. An administrative addition may be created, whereby the management employee may be reassigned to the work group.
  - 3. If a manager (who has been a manager for six (6) continuous months or more immediately prior to the reassignment) is reassigned to the bargaining unit, surplus shall not be declared in that work group for six (6) months or until the force level is reduced to the level which existed in that work group prior to the reassignment of the manager, whichever occurs first.

## **Section 2.07 SEPARATION BENEFITS**

- A. If during the term of this agreement, the Companies notify the National Union in writing that a surplus condition exists for any reason that will necessitate the reassignment of Regular employees, and the Companies deem it appropriate, the Companies may offer Separation Benefits in such job titles and such work locations as the Companies determine to be appropriate. If the Companies elect to so offer, Regular employees may elect, in order of seniority, to leave the service of the Companies and receive Separation Benefits subject to the following conditions:

**Section 2.07.A (continued)**

1. The Companies will determine the job titles and work locations in which the surplus exists, the number of employees in such titles and work 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 Companies. None of the determinations by the Companies nor any part of this Section 2.07 will be subject to arbitration.
  2. The number of employees who elect to leave the service of the Companies and receive Separation Benefits shall not exceed the number of employees determined by the Companies to be surplus.
  3. An employee's election to leave the service of the Companies and receive Separation Benefits must be in writing and transmitted to the Companies within ten (10) calendar days including the date of the offer. The employee may designate on the election form that the election is to be effective and irrevocable immediately. If the employee does not so designate, such election may not be revoked after the ten (10) calendar day period.
- B.** If the Companies deem it appropriate, they may elect to offer Separation Benefits to selected titles in a work group (see Section 2.06B1a) as a force management tool. The Companies will notify the National Union in writing when any such offer is made. The Companies also will, in advance of making this offer to employees, discuss the matter with the affected Union Local(s). After this discussion, if the Companies elect to so offer, Regular employees may elect, in order of seniority, to leave the service of the Companies and receive Separation Benefits subject to the following conditions:
1. The Companies will determine the job titles and the work locations for which the offer is to be made, the number of employees who may accept the offer and the period during which the employees may, if they so elect, leave the service of the Companies. None of the determinations of the Companies nor any part of this Section 2.07 will be subject to arbitration.
  2. The number of employees who elect to leave the service of the Companies and receive Separation Benefits shall not exceed the number of employees identified by the Companies on the date of the offer to be appropriate.



**Section 2.07.B (continued)**

3. An employee's election to leave the service of the Companies and receive Separation Benefits must be in writing and transmitted to the Companies within ten (10) calendar days including the date of the offer. The employee may designate on the election form that the election is to be effective and irrevocable immediately. If the employee does not so designate, such election may not be revoked after the ten (10) calendar day period.
- C. Employees who elect to leave the service of the Companies and receive Separation Benefits will receive payments based on the employee's net credited service and basic weekly wage rate at the time of leaving the Companies as indicated below:

YEARS OF SERVICE	SEPARATION PAYMENTS
0	1 week of pay
1	2 weeks of pay
2	4 weeks of pay
3	6 weeks of pay
4	8 weeks of pay
5	10 weeks of pay
6	12 weeks of pay
7	14 weeks of pay
8	16 weeks of pay
9	18 weeks of pay
10	20 weeks of pay
11	23 weeks of pay
12	25 weeks of pay
13	27 weeks of pay
14	29 weeks of pay
15	31 weeks of pay
16	35 weeks of pay
17	37 weeks of pay
18	39 weeks of pay
19	41 weeks of pay
20	43 weeks of pay
21	45 weeks of pay
22	47 weeks of pay
23	49 weeks of pay
24	51 weeks of pay
25+	53 weeks of pay

- D. Employees may select one of the following payment options for Separation Benefits:
1. A single payment paid by the end of the month following the month in which the employee separates; or

**Section 2.07.D (continued)**

2. A single payment paid at the end of the first quarter of the year following separation; or
  3. A partial payment, in the amount determined by the employee, paid by the end of the month following the month in which the employee separates, with payment of the balance deferred until the end of the first quarter of the year following separation; or
  4. Monthly payments beginning the month following the month in which the employee leaves the service of the Companies until all payments have been made.
- E.** The years of net credited service will be prorated for any period during which an employee is employed on a part-time basis in the same manner as calculated in the Pacific Telesis Group Pension Plan.
- F.** As used in this Section, "basic weekly wage rate (or its equivalent)" does not include differentials, overtime or any other extra payments.
- G.** At the time of reemployment with the Companies, a recipient of the Separation Benefits must repay the entire unused portion of the payment (the number of weeks of payment minus the number of weeks off the payroll). Repayment may be made in whole or by payroll deductions in each payroll period. Deductions will be made at the rate of at least ten (10) percent per week of the employee's basic weekly wage rate. The entire amount must be repaid within twelve (12) months of reemployment.
- H.** In those cases where payment has been deferred and the employee has not received final payment at the time of reemployment, the employee will receive a single payment for the actual number of weeks off the payroll.
- I.** In those cases where the recipient has elected, or is receiving, monthly payments of Separation Benefits, such payments will be suspended upon reemployment with the Companies.
- J.** Employees who elect to leave the service of the Companies and receive Separation Benefits will continue to receive six (6) months of continued Company paid medical, dental and vision coverage, beginning on the date of their separation, with eligibility for COBRA coverage beginning at the end of the continued Company paid coverage.
- K.** Least senior identified surplus employees within a surplus work group that remain surplus after the thirty (30) day voluntary phase of the force movement process described in Section 2.06B6 will be offered and may elect, in order of seniority, to leave the service of the Companies and receive the Voluntary Surplus Reduction Option (VSRO) subject to the following conditions. VSRO includes:

**Section 2.07.K (continued)**

- Separation Benefits as described above in Section 2.07
  - \$3,000 added to the Separation Benefits payment
  - Eighteen (18) months unlimited access to AUTS
1. The Companies will determine the period during which the employee may, if he or she so elects, leave the service of the Companies. None of the determinations by the Companies nor any part of this Section 2.07K will be subject to arbitration.
  2. The number of employees who elect to leave the service of the Companies and receive VSRO shall not exceed the number of employees determined by the Companies to be surplus.
  3. An employee's election to leave the service of the Companies and receive VSRO must be in writing and transmitted to the Companies within five (5) calendar days of the last day in the thirty (30) day voluntary phase of the force movement process. Such election may not be revoked after the five (5) calendar day period.
  4. The \$3,000 will be added to and paid with Separation Benefits in the manner elected as a payment option under Section 2.07D.
  5. At the time of reemployment with the Companies, a recipient of VSRO must repay the entire unused portion of the payment (the number of weeks of payment minus the number of weeks off the payroll). The \$3,000 will equate to four (4) weeks of pay and that four (4) weeks will be added to the number of weeks of Separation Benefits for this purpose. Repayment may be made in whole or by payroll deductions as described in Section 2.07G.
  6. In those cases where payment has been deferred and the employee has not received final payment at the time of reemployment, the employee will receive a single payment for the actual number of weeks off the payroll calculated as described in Section 2.07K5 above.
  7. In those cases where the recipient has elected, or is receiving, monthly payments of VSRO (i.e., the \$3,000 added to and paid with Separation Benefits), such payments will be suspended upon reemployment with the Companies.

## **Section 2.08 RELOCATION EXPENSE**

- A.** Employees who, in the judgment of the Companies, are required to relocate their residence as a result of a permanent Company-initiated transfer shall receive reimbursement for reasonable moving expenses as agreed upon from time to time between the Companies and the National Union.
  - 1.** Employees accepting non-commutable positions under Sections 2.05, 2.06B, 2.06C, 2.06D and 2.06E will be entitled to relocation expense reimbursement.
- B.** If there is no change of residence, as covered in Section 2.08A, the employee will not receive any reimbursement for moving expenses under this Section 2.08.
- C.** When an employee requests a change of headquarters, the expenses involved in such change shall be borne by the employee.
- D.** When an employee is returned to a previously held work assignment because of failure to meet performance requirements in connection with an employee-initiated transfer, any cost incurred by the returned employee will be borne by the employee.
- E.** For the purposes of this Article, an assignment shall be considered non-commutable if the distance from the employee's permanent residence to the new work location is greater than that from the employee's permanent residence to the former work location by twenty (20) miles or more. If there is a subsequent Company-initiated move during the life of this contract, an assignment shall be considered non-commutable if the distance from the employee's permanent residence to the new work location is greater than that from the employee's permanent residence to the original work location prior to the first move by twenty (20) miles or more.

## **Section 2.09 ASSIGNMENT OF HEADQUARTERS**

- A.** For purposes of this Article, the term "headquarters" shall be understood to mean the exchange (or the consolidated exchange area), as described in Section 2.09B, to which the employee is permanently assigned.
- B.** Certain exchanges have been consolidated in order to facilitate force movements within general geographical areas. The exchanges and consolidated exchange areas (underlined) listed below are considered headquarters for purposes of this Article.

## Southern California

### Alhambra

Arcadia  
Azusa  
El Monte  
Montebello  
Pasadena

### Avalon

### Baker

Arrowhead  
Banning  
Barstow  
Blythe  
Indio  
Palm Springs  
Temecula  
Twentynine Palms  
Yermo

### Burbank

Glendale  
La Crescenta

### Canoga Park

Agoura  
Fillmore  
Moorpark  
Northridge  
Ojai  
Oxnard  
Reseda  
Saticoy  
Simi  
Thousand Oaks  
Ventura  
Ventura - East

### Chula Vista

Coronado  
National City  
San Ysidro

### Compton

Downey  
El Segundo  
Hawthorne

### Compton (Continued)

Inglewood  
Lomita  
Long Beach  
San Pedro  
Torrance

### El Cajon

Alpine  
La Mesa  
Pine Valley

### El Centro

Brawley  
Calexico  
Holtville

### Escondido

Borrego  
Encinitas  
Fallbrook

Julian  
Oceanside  
Poway

Ramona  
Rancho Bernardo  
Rancho Penasquitos  
Rancho Santa Fe  
San Marcos  
Valley Center  
Vista

### Lancaster

### Los Angeles-Zone A

Beverly Hills  
Culver City

### Los Angeles-Zone B

### Orange

Anaheim  
Brea  
Buena Park  
Capistrano Valley  
Cypress  
Fullerton  
Garden Grove

### Orange (Continued)

Irvine  
Newport Beach  
Placentia  
Saddleback Valley  
San Clemente  
Santa Ana  
Trabuco  
Yorba Linda

### Riverside

Arlington  
Colton  
Corona  
Diamond Bar  
Fontana  
Highland  
Mira Loma  
Pomona  
Rialto  
San Bernardino  
Woodcrest

### San Diego

Del Mar  
La Jolla

### Santa Barbara

### Santa Maria

Nipomo

### Santa Monica

### Van Nuys

Newhall  
North Hollywood  
Palmdale  
Palmdale-FAA  
Center  
Palmdale-  
Pearblossom  
Santa Clarita  
Valley

### Victorville

### Whittier

## Northern California

### Auburn

Beale Air Force Base  
Camino-Pollock Pines  
Grass Valley  
Lincoln  
Marysville  
Nevada City  
Placerville  
Shingle Springs  
South Placer  
Tahoe-North  
Tahoe-South  
Truckee  
Wheatland

### Bakersfield

Arvin  
Delano  
Edwards  
Mojave  
Mojave Switching  
Center  
Rosamond  
Taft  
Tehachapi  
Wasco

### Chico

Downieville  
Gridley  
Orland  
Oroville  
Paradise  
Portola  
Quincy  
Willows

### Eureka

Arcata  
Fortuna

### Fresno

Clovis  
Coalinga  
Dinuba  
Firebaugh  
Hanford  
Lemoore  
Madera  
Porterville  
Selma  
Tulare  
Visalia

### Modesto

Atwater  
Chowchilla  
Los Banos  
Merced  
Newman  
Oakdale  
Turlock  
Yosemite

### Monterey

Aptos  
Carmel  
Castroville  
Felton  
Hollister  
King City  
Salinas  
Santa Cruz  
Soledad  
Watsonville

### Sacramento

Davis  
Dixon  
Dunnigan  
Fair Oaks  
Folsom  
Nimbus  
Rio Linda  
Woodland

### San Jose

Campbell  
Fremont-Newark  
San Martin

### San Luis Obispo

Arroyo Grande  
Atascadero  
Cambria  
Cayucos  
Morro Bay  
Paso Robles

### San Mateo

Half Moon Bay  
Los Altos  
Millbrae  
Mountain View  
Pacifica  
Palo Alto  
Redwood City  
San Carlos-Belmont  
Sunnyvale

Concord

Antioch  
Bishop Ranch  
Crockett  
Danville  
Dublin  
East Contra Costa  
Lafayette  
Livermore  
Martinez  
Moraga  
Orinda  
Pittsburg  
Pleasanton  
Richmond-El Sobrante  
Rodeo  
Walnut Creek

East Bay

Hayward

Stockton

Angels Camp  
Galt  
Jackson  
Lockeford  
Lodi  
San Andreas  
Sonora  
Tracy  
Valley Springs

Napa

Calistoga  
Fairfield-Suisun  
St. Helena  
Sonoma  
Vacaville  
Vallejo  
Yountville

Redding

Anderson  
Central Valley  
Corning  
Cottonwood  
Dunsmuir  
Mt. Shasta  
Redbluff  
Susanville  
Weed  
Yreka

Ukiah

Elk  
Fort Bragg  
Lakeport  
Lower Lake  
Middletown  
Point Arena  
Willits

San Francisco

San Rafael

Belvedere  
Cloverdale  
Corte Madera  
Forestville  
Guerneville  
Healdsburg  
Ignacio  
Mill Valley  
Petaluma  
Point Reyes  
Santa Rosa  
Sausalito  
Sebastopol  
Stinson Beach-  
Bolina  
Windsor

Nevada

Austin  
Battle Mountain  
Beatty  
Carson City  
Crystal Bay  
Elko  
Ely

Empire/Gerlach  
Fernley  
Hawthorne  
Indian Springs  
Las Vegas  
Lovelock  
Orovada

Pahrump  
Reno  
Schurz  
Tonopah  
Virginia City  
Winnemucca

- C. For the purposes of this Article, there will be two (2) zone areas within the Los Angeles headquarters. These zones shall consist of the territory within the base rate boundary included within the following office boundaries:

ZONE A

Angelus-3434 E. 4th  
Capitol-2445 Daly  
Clinton-1207 N. Ave. 56  
Dunkirk-720 S. Rampart  
Hollywood-1429 N. Gower  
Huntley-111 N. Union  
Madison-433 S. Olive  
Melrose-8075 Melrose  
Normandy-1255 N. Vermont  
Sunset-7323 Sunset  
Webster-666 S. La Brea

ZONE B

Adams-501 E. Vernon  
Axminster-3233 W. Vernon  
Lorain-9420 Long Beach  
Blvd., South Gate  
Ludlow-6822 Santa Fe,  
Huntington Park  
Pleasant-6900 S. Vermont  
Plymouth-10600 S. Vermont  
Republic-1935 W. Adams  
Richmond-1900 S. Grand  
Spruce-6931 Atlantic, Bell

As used in this Article, the term "headquarters" shall be understood to mean the zones described above when referring to the Los Angeles Headquarters





## ARTICLE 3

### COMPANY-UNION RELATIONS

#### Section 3.01

The Companies 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 Companies 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 covered by this Contract. Each party shall bring to the attention of all employees in the units covered by this Contract, 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.

#### Section 3.02            **MEETINGS BETWEEN UNION AND MANAGEMENT REPRESENTATIVES**

- A. An Officer of the Communications Workers of America National Union shall furnish currently to the Companies written lists of its duly authorized bargaining representatives and other persons authorized to represent the Union. The Companies shall likewise notify the Union of its authorized bargaining representatives. The Secretary or Secretary-Treasurer of each Local shall furnish currently to the Companies written lists of its representatives authorized to present and process grievances, subject to the approval of the Union.
- B. Except as provided in Section 3.04A, Paragraph B4 of this Section and in Section 3.02C, authorized representatives of the Union who are employees covered by this Contract, and aggrieved employees who also are covered by this Contract, shall suffer no loss of pay at straight-time when attending meetings with the Companies' representatives when such meetings pertain to matters relating to employees *employed by the Companies or their affiliates who are* represented by the Communications Workers of America, subject to the following conditions:
1. Pay shall be allowed only if (1) the employee has been excused from duty in advance by the employee's supervisor to attend the meeting, (2) such meeting is held during said employee's scheduled straight-time working hours, (3) said employee would have worked had the employee not attended such meeting and (4) such meeting pertains to matters relating to employees of the Companies represented by the Communications Workers of America.

**Section 3.02.B (continued)**

2. The time paid for shall be limited to actual meeting time, plus necessary time, if any, spent during scheduled straight-time working hours in traveling between the employee's point of work and the Union-Management meeting where both locations are within the same city. When both locations are not within the same city, paid travel time shall not exceed two (2) hours in each direction. For the purposes of this Paragraph the cities of Los Angeles and San Diego shall be deemed to include their respective extended areas.
3. Paid time spent attending Union-Management meetings for purposes other than negotiating a written contract, and paid time spent by authorized Local representatives in attending grievance meetings, shall be considered as time worked.

Such time spent in attending Union-Management meetings, as referred to in this Paragraph, shall be considered as excused time off for Union activities for the purposes of Article 3, Section 3.03.

4. The Companies reserve the right to limit the number of employees who shall be paid while attending Union-Management meetings. The number of employees so paid at grievance meetings is specified in Article 7, Problem Resolution Procedures.
- C. When a Union-Management meeting ends a reasonable time prior to the completion of scheduled working hours, an employee who would be working if not attending such meeting, shall return to work.
- D. For meetings other than those specified in Section 3.04A or in Article 7, up to two (2) authorized representatives from each Union Local who are employees covered by this Contract, and who are required, in the judgment of the Companies, to stay overnight may, with prior management approval, receive reimbursement for reasonable travel and lodging expenses actually incurred in association with attending meetings with the Companies' representatives when such meetings pertain to matters relating to employees represented by the Communications Workers of America, subject to the following conditions:
1. Reimbursement shall be allowed only if (1) the employee has been excused from duty in advance by the employee's supervisor to attend the meeting, (2) such meeting is held during said employee's scheduled straight-time working hours, (3) said employee would have worked had the employee not attended such meeting and (4) no expense payment other than that provided for in 3.02F is granted to the employee.

**Section 3.02.D (continued)**

2. If a meeting with the Companies' representatives is held on the employee's non-scheduled day during a normal workweek, the expense reimbursement specified in Section 3.02D will be granted even though conditions 2 and 3 in Section 3.02D1 are not met.
  3. Union Local Presidents, who are employees covered by this Contract, and who are on unpaid Union activity time, are eligible to receive the payment specified in this Section 3.02D even though conditions 2 and 3 in Section 3.02D1 are not met.
  4. Mileage will be reimbursed in accordance with Article 5, Section 5.05C4.
- E. For meetings other than those specified in Section 3.04A or in Article 7, up to two (2) authorized representatives from each Union Local who are employees covered by this Contract, and who, in the judgment of the Companies, are not required to stay overnight may, with prior management approval, receive actual expense reimbursement for travel when such travel expense is incurred in association with attending meetings with the Companies' representatives when such meetings pertain to matters relating to employees represented by the Communications Workers of America, subject to the following conditions:
1. Reimbursement shall be allowed only if (1) the employee has been excused from duty in advance by the employee's supervisor to attend the meeting, (2) such meeting is held during said employee's scheduled straight-time working hours, (3) said employee would have worked had the employee not attended such meeting and (4) no other expense payment is granted to the employee.
  2. If a meeting with the Companies' representatives is held on the employee's non-scheduled day during a normal workweek, the expense reimbursement specified in Section 3.02E will be granted even though conditions 2 and 3 in Section 3.02E1 are not met.
  3. Union Local Presidents, who are employees covered by this Contract, and who are on unpaid Union activity time, are eligible to receive the payment specified in this Section 3.02E even though conditions 2 and 3 in Section 3.02E1 are not met.
  4. Mileage will be reimbursed in accordance with Article 5, Section 5.05C4.
- F. Union representatives who are eligible to receive reimbursement as specified in Section 3.02D may receive *a per diem of forty-two dollars (\$42.00)* per day when meals are not provided by the Companies.

A. GENERAL

1. To the extent that the Companies determine that the requirements of the service permit, an employee who is an authorized representative of the Union and who is covered by this Contract will be given an excused absence without pay, or a leave of absence without pay, subject to the conditions stated hereafter. Such time off will generally not be granted in cases where an overtime or premium rate would have to be paid to the employee or employees replacing the Union representatives. As used in this Article the terms "excused absence" and "leave of absence" are defined as follows:
  - EXCUSED ABSENCE - An unpaid absence not exceeding thirty (30) consecutive calendar days.
  - LEAVE OF ABSENCE - An unpaid absence of over thirty (30) consecutive calendar days covered by a written leave of absence.
2. The period of excused absence shall be used solely for the purpose of enabling authorized representatives of the Union to carry on activities of the Union directly concerning its relations with the Companies in connection with employees of the Companies covered by this Contract, except that the period of absence may be used to attend, for short periods of time, national or regional conventions or meetings of the Union.
3. The period of leave of absence shall be used for the purpose of enabling authorized representatives of the Union to carry on activities of the Union concerning its relations with the Companies in connection with employees of the Companies represented by the Union, within the States or portions of States served by the Companies, except that,
  - a. the period of absence may be used to attend national or regional conventions or meetings of the Union, and
  - b. the period of absence may be used by not more than seventy-five (75) employees at any one time in serving as officers or representatives of the Union outside the territory described in 3 above, and
  - c. the period of absence may be used by not more than forty (40) employees at any one time to carry on activities of the Union concerning employees of other telephone companies represented by the Union or not represented by any Union, within the States or portions of States served by the Companies.

**Section 3.03.A (continued)**

4. A maximum of thirty (30) authorized representatives of the Union at any one time may use periods of excused time off or leave of absence for such other activities as may be agreed to by the Companies.
5. Requests for leaves of absence for Union activities shall be made in writing by the appropriate Officer of the National Union directing District 9 of the Union or the Union's authorized representative, specifying the reasons for such leaves.
6. It is agreed that the Companies have the right to terminate a leave of absence at any time if it is used for purposes other than those specified in the written application.
7. Requests for excused absence shall be made by the Union representatives authorized for such purpose in writing to the appropriate Labor Relations Director, by the appropriate Officer of the National Union directing District 9 of the Union. Such requests may also be made by any of the three (3) principal Officers of a Local. The Secretary or Secretary-Treasurer of each Local shall furnish a list of such Local Officers to the appropriate Labor Relations Director and shall furnish amendments to such lists as changes are made.
8. The Union shall make all requests for excused absences or leaves of absence as far in advance as possible, ordinarily not less than forty-eight (48) hours in advance of the time the employee is to be off on excused absence and ordinarily not less than two (2) weeks in advance of the start of a leave of absence or renewal of same; the Companies shall act promptly on each request.
9. No payment shall be made to an authorized Union representative for time spent in meetings with the Companies' representatives while the Union representative is on an excused absence or leave of absence.
10. No employee shall take time off for Union activities unless excused in advance by supervision.

**B. EXCUSED ABSENCES**

1. The total of all excused absences granted to an authorized Union representative in each calendar year shall not exceed one hundred twenty (120) scheduled working days, or the equivalent thereof, in full days and/or fractional days. However, not more than one hundred fifty (150) authorized representatives of the Union may be granted excused absences not to exceed one hundred eighty (180) scheduled working days, or the equivalent thereof, in full days and/or fractional days.

**Section 3.03.B (continued)**

2. A single period of excused absence shall not exceed thirty (30) consecutive calendar days.
3. Meeting with the Companies' representatives during a period of excused absence shall not be considered as breaking a continuous period of absence.
4. Excused absences under this Section will be considered as time-worked for purposes of FMLA eligibility.

NOTE: The provisions of this Section 3.03B will not apply to an employee who accepts a Staff position with the Communications Workers of America (CWA).

**C. LEAVES OF ABSENCE**

1. A leave of absence will be required:
  - a. If a continuous period of absence for Union activity exceeds thirty (30) consecutive calendar days.
  - b. If an employee who is an authorized representative of the Union is to have time off for Union activities in excess of ninety (90) or one hundred fifty (150) scheduled working days computed as specified in Section 3.03B.
  - c. As of April 1, 2001, if an employee, who is an authorized representative of the Union, accepts a Staff position with the Communications Workers of America.
2. If a leave of absence is granted because an employee's excused absences have exceeded one hundred twenty (120) or one hundred eighty (180) days computed as specified in Section 3.03B, the leave of absence shall be for a period beginning with the first scheduled working day after the last day worked and shall be for a period of not less than thirty-one (31) days.
3. If the leave of absence is granted because an employee accepts a Staff position with the CWA, other than for a short-term temporary backfill, the leave of absence will be for a period beginning with the first scheduled working day after the effective date of the CWA employment and will not be for a period of less than thirty-one (31) calendar days. The employee must remain on the leave of absence until one of the following occurs:

**Section 3.03.C.3 (continued)**

- a. The employee’s Staff position with the CWA is concluded and the employee notifies the Companies, in accordance with Section 3.03D, of his/her intent to return to work within the time allowed under Section 3.03C7 of this agreement.
  - b. The employee would exceed the Union Leave of Absence time allowed under Section 3.03C7 of this agreement, at which time the employee would notify the Companies, in accordance with 3.03D, of his/her intent to return to work or terminate his/her employment with the Companies.
- 4. The general rules of the Companies governing leaves of absence for personal reasons shall apply except as changed herein.
  - 5. At no time shall more than one hundred (100) employees be on leave of absence under this Article.
  - 6. A leave of absence for Union activities or an extension of such a leave shall be for a period of not more than one (1) year each.
  - 7. The total cumulative period of leave-of-absence for Union business shall not exceed twenty-one (21) years, all of which shall be counted as service credit in terms of employment. The payment of premiums for continuation of standard fringe benefits during a leave of absence for Union business shall be as follows:

Medical/Dental/Vision.....Companies pay

Group Insurance.....Companies pay

Pension Band.....Will be determined by the employee’s last title and wage area prior to the start of the most recent leave of absence for Union business updated to current comparable title and wage area.

- 8. In computing an employee's net credited service for all purposes except wage progression, full credit shall be allowed for periods of leaves of absence for Union activities not exceeding twenty-one (21) years in the aggregate during the employee's total service life. No credit for any purpose shall be allowed for such leaves in excess of twenty-one (21) years, nor shall credit be allowed for wage progression purposes for any period covered by leaves of absence granted pursuant to Section 3.03.



**Section 3.03.C (continued)**

9. When the period of a leave of absence for Union activities is to be included in computing an employee's net credited service, the employee shall retain eligibility, if any, according to term of service, to:
  - a. Death Benefits, and
  - b. Short-Term Disability Benefits.

In determining such employee's eligibility to sickness disability benefits, the first day following termination of the leave of absence shall be considered as the first day of absence because of sickness.

10. A leave of absence granted under this Article shall automatically terminate if at any time the employee on leave engages in any gainful occupation other than as a representative of the Union or if the employee ceases to function as an authorized representative of the Union.

**D. REINSTATEMENT OF EMPLOYEE UPON RETURN FROM ABSENCE**

1. Authorized Union representatives upon return from excused absences or leaves of absence shall be reinstated at work generally similar to that which they were engaged last prior to their absence, subject, however, to the provisions of Section 2.04B1a.
2. Employees shall be placed on the payroll at the rate then in effect for their assignment and for the period of service which was credited to them for wage purposes at the start of their absence.
3. After receipt of notice from an employee to the Companies stating the desire to terminate an excused absence or leave of absence prior to the specified termination date, the leave will be terminated upon the employee's return to work as instructed by the Companies. However, a leave shall be terminated at the request of the employee prior to its stated expiration date as provided in this Paragraph only in case the employee is able on the day of return to perform, on a full-time basis, the duties required of such an employee.

**Section 3.04 COLLECTIVE BARGAINING MEETINGS BETWEEN UNION AND MANAGEMENT REPRESENTATIVES**

- A. The Companies will compensate up to four (4) authorized representatives of the Union, who are active employees covered by this Contract, for attending meetings with Management for the purpose of negotiating a written Contract. This compensation will be at the employee's basic straight time wage rate for scheduled workdays only and will not include any differential payments. The total days paid by the Companies for each employee will not exceed fifty (50). The expenses of all Union representatives will be borne by the Union. Time spent in attending meetings with Management under this Section will not be considered time worked, except for the purpose of FMLA eligibility.

**Section 3.05 UNION ACTIVITIES ON THE COMPANIES' PREMISES**

- A. Authorized representatives of the Union may be granted access to the Companies' premises where employees covered by this Contract are located upon application to the appropriate Company supervisor at the location in question, subject to the Companies' practices and the requirements of Government regulations.
- B. The Union or its members shall not carry on any type of Union activities on the Companies' premises, except as provided in Section 3.05C, unless advance approval has been given by appropriate Company supervision for such activities. The Companies reserve the right to curtail or prohibit any Union activity on any premises of the Companies when, in their judgment, such activity is not in accordance with the approval granted by appropriate Company supervision as provided in this Section 3.05B.
- C. Union activities involving the solicitation of members on the Companies' premises shall be carried on only in accordance with the following:
  - 1. Union representatives may solicit members among employees of the Companies in the Areas now represented by this Union.
  - 2. Such solicitation shall only be made during periods when neither the Union members nor the employees being solicited are on Company time, excluding paid rest and meal periods.
  - 3. Such solicitation shall not be carried on in space where the Companies' operations or administrative work is being performed.
  - 4. Such solicitation shall be limited to small groups of employees (not to exceed four (4)).
  - 5. Such solicitation shall not interfere with the operations of the Companies or the use of the space for the purposes for which the space is intended.

**Section 3.05 (continued)**

- D. Authorized representatives of the Union may attend Union-Management meetings for the purposes of collective bargaining and discussing grievances presented to the Union by employees covered by this Contract when such meetings have been suitably arranged for in advance.

**Section 3.06            BULLETIN BOARDS**

- A. Upon written request from the Union, the Companies agree to install or to move bulletin boards for the exclusive use of the Union. Bulletin boards and their designations shall be provided by the Union and shall be in accordance with the Companies' specifications. The size of the bulletin boards shall be approximately 18" x 36", 24" x 36" or 12" x 24" in dimensions. The number and location of bulletin boards shall be determined jointly by the Companies and the Union with due regard to visibility and accessibility to employees for whom the Union is the recognized representative. Each bulletin board shall be designated specifically as follows:

UNION BULLETIN BOARD  
Local (Number), Communications Workers of America

Letters in such designation shall not be over 1-1/2" high. The overall size of the designation shall not extend beyond the bulletin board itself, or be more than 24" long by 2" high, and shall be in a horizontal position within 3" of the top of the bulletin board.

- B. Unless otherwise agreed upon in advance by the Companies, the Union agrees not to post or distribute Union material any place on the Companies' premises other than on Union bulletin boards. Unless otherwise agreed upon in advance by the Companies, the Union also agrees that Union bulletin boards shall be used solely for notices and announcements concerning Union meetings, elections, appointments to office, social, educational, or recreational affairs and agreements concluded between the Union and the Companies. Posted notices and announcements shall be appropriately identified as Union material intended for posting and shall ordinarily bear the signature of an authorized representative of the Union. Should the Union desire to post subject matter other than the material specified above, it shall obtain advance approval from the Companies before such subject matter is posted.
- C. Material posted shall not contain anything controversial or anything derogatory to the Companies or any of their employees. The Union assumes responsibility for complete compliance with the provisions herein contained. Should the Union post material which, in the judgment of the Companies, is at variance with the spirit and intent of this Section, such material shall be immediately removed by the Union upon notification by the Companies.

**Section 3.06 (continued)**

- D. If the Union violates any provision of Section 3.06B or Section 3.06C, the Companies, after giving due notice of such violation, may deny the right of the Union to use any or all bulletin boards on the Companies' premises, and may remove any or all such bulletin boards.

**Section 3.07            UNION SECURITY**

- A. 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 Contract, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Contract shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth day after such entrance, whichever of these dates is later, until the termination of this Contract. For purpose of this Section, "employee" shall mean any person entering into the bargaining unit, except an Occasional employee.
- B. Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning thirty (30) days after the effective date of this Agreement, until the termination of this Agreement.
- C. 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 the employee's return to the bargaining unit. The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Companies and leaves of absence of more than one month duration.
- D. The Companies may inform employees and applicants for employment of their rights and obligations under the provisions of this Section.
- E. This Section shall apply only in the State of California on the effective date of this Contract. If during the term of this Contract the Union shall become duly authorized under the laws of the State of Nevada to enter into this type of union security agreement, the effective date of this Section as to employees in Nevada shall be the date upon which the Companies receive proper written evidence from the Union that it is fully qualified to enter into such an agreement in Nevada. Upon proper written notification that the Union is qualified to enter into a union security agreement, this entire Section will become applicable to employees in Nevada.

### **Section 3.08**

### **PAYROLL DEDUCTION OF UNION DUES**

- A.** The Companies agree that, upon receipt of an individual written request on a form approved by the Companies and signed by an employee covered by this Contract, they will deduct monthly from such employee's wages the amount of Union dues specified in such request and forward the full amount thus deducted to the Secretary-Treasurer of the Union or the Union's authorized agent as directed.

  - 1.** For all employees of the Companies in California, the request may be revoked at any time upon the employee's written request to the Company and such request should be directed to the Labor Relations Director, San Ramon, as appropriate. For employees of the Companies in Nevada, cancellation of payroll deduction authorizations will be made as specified in Section 3.08E.
  - 2.** In general, dues deductions will be made in a designated pay-period in the current month for properly executed dues deduction authorizations received in the appropriate Accounting Center on or before the fifth day of the preceding month. However, the Companies assume no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will make such efforts as they deem appropriate in correcting any such errors or omissions.
- B.** Authorizations for dues deductions shall be "open-ended" to provide for the deduction of dues in an amount which is certified to the Companies in writing by the Secretary-Treasurer of the Union as being the regular monthly membership dues of the particular Local involved. The form of such individual authorization card shall be as approved by the Companies.
- C.** The written certification changing the amount of dues to be deducted must be delivered to the Executive Director - Labor Relations on or before the fifth work day of the month preceding the month in which the first deduction at the new rate is to be made effective, together with a list of the work locations and Union Local affected by the change.
- D.** The Companies agree to furnish the Union at the time of remitting the dues deducted, a list, on magnetic tape, of the names of those employees represented by the Union and the amount of dues deducted. The content and form of other employee information to be furnished to the Union on magnetic tape shall be such as agreed upon by the parties from time to time.
- E.** The following Section applies only to employees in Nevada. Authorizations for dues deductions executed pursuant to Article 3.08A after August 6, 1989 shall specify that dues deductions may be revoked only within the fourteen (14) day period immediately prior to each anniversary of the current Collective Bargaining Agreement or during the fourteen (14) calendar days prior to the termination date of the Collective Bargaining Agreement.

**Section 3.08 (continued)**

Cancellations by employees of such written payroll deduction authorizations must be in writing and such cancellation requests must be sent individually by certified mail to the Labor Relations Director, San Ramon, postmarked or received during the fourteen (14) day period described in 3.08E. After receipt of such cancellation the Company will discontinue the payroll deduction in the month following that in which the cancellation is received and will notify the Union of the action taken.

- F. Cancellation of dues deduction authorizations will be made by the Companies on the permanent transfer or promotion of an employee to an ineligible position effective the first payroll period following the transfer or promotion and the Companies will notify the Union of such cancellation.
- G. It is agreed that the payroll deduction of Union dues shall be in lieu of Union collection of dues, assessments and contributions on the Companies' premises where work operations are being performed and while Union representatives and/or the employees involved are on Company time.
- H. The Union shall indemnify and hold the Companies harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Companies for the purpose of complying with the provisions of this Article, or in reliance on any dues deduction card furnished under the provisions of this Article or on any certification by the Union.

**Section 3.09           NON-DISCRIMINATION**

- A. In a desire to restate their respective policies, neither the Companies nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, marital status, sexual orientation, or national origin or because the person is disabled, a special disabled veteran, a disabled veteran or a veteran of the Vietnam era.

**Section 3.09 (continued)**

- B.** The Companies and the Union recognize that potential conflicts may arise between obligations under the Americans With Disabilities Act (ADA) and the terms of the Contract. In order to minimize disputes between the Companies and the Union due to any such potential conflicts and to ensure timely resolution, the parties agree that all issues regarding actions which the Companies believe to be consistent with the ADA and the Union believes to be in conflict with the Contract will be referred to and addressed by a National Union Representative, a representative from the affected Union Local, the Labor Relations Director (or authorized representative) and a representative from the affected Company department ("ADA Liaison Committee").
- 1.** The ADA Liaison Committee is empowered to resolve any issues or problems regarding a potential conflict between obligations under the ADA and the terms of this Contract.
  - 2.** Agreements made by the ADA Liaison Committee will not prejudice the position of either party and will not be cited in any other proceeding. Such agreements will not be subject to the grievance and arbitration process.
  - 3.** Unresolved issues or problems regarding potential conflicts will not delay or defer the Companies' actions. If the ADA Liaison Committee is unable to resolve a dispute, the issue(s) regarding appropriate actions under the ADA and the Contract may then be addressed under the arbitration provisions of the Contract. To ensure timely resolution of such disputes, the grievance procedure shall be bypassed and the matter may be submitted directly to arbitration.
- C.** It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against employees in their right to join or assist, or refrain from joining or assisting, any labor organization.
- D.** The Companies shall not interfere with, restrain, coerce, intimidate or otherwise discriminate against any employee because of membership or lawful activity in forwarding the interests or purposes of the Union.

**Section 3.10 FEDERAL OR STATE LAWS**

In the event any Federal or State law or regulation or governmental order, or the final decision of any court or board of competent jurisdiction affects any one or more provisions of this Contract, the provision or provisions so affected shall be made to comply with the requirements of such law, regulation, governmental order, or decision for the localities within the jurisdiction and otherwise the Contract shall continue in full force and effect.

## ARTICLE 4

### JOB TITLES AND CLASSIFICATIONS

#### Section 4.01 NEW JOB TITLES AND JOB CLASSIFICATIONS

- A.** Whenever the Companies determine it appropriate to create a new job (i.e., a new title or use of a current job title for a new position being established in a fifth level organization or next lower level organization if no fifth level organization exists), in the bargaining unit, during the life of the contract, they shall proceed as follows:
- 1.** The Companies will notify the Union before an Occupational Job Evaluation (OJE) is conducted, including the reason for the OJE, the rationale behind the request, the number of incumbents (proposed) and work location(s) (proposed). Following such notice to the Union, the Companies may proceed to complete the OJE and establish a provisional job title and wage schedule.
  - 2.** The Companies will notify the Union of the provisional job title and wage schedule that is established. Following such notice to the Union, the Companies may proceed to staff such job title at the determined wage schedule. The Companies will conduct a follow-up review to assess whether the provisional rating remains appropriate. The follow-up review will occur no less than six (6) months after staffing. After the Companies' follow-up review is completed, the Union will be notified. Notification will include the specific justifications for the recommended title(s) and/or wage schedule(s).
- B.** Whenever the Companies, during the life of the Contract, determine it appropriate to reclassify a job title or wage schedule because the job content of an existing job has changed due to new technology or functionalization they shall proceed as follows:
- 1.** The Companies will notify the Union before an Occupational Job Evaluation (OJE) is conducted, including the reason for the OJE, the rationale behind the request, the number of incumbents (existing) and work location(s) (existing). Following such notice to the Union, the Companies may proceed to complete the OJE and reclassify the job title or wage schedule.



**Section 4.01.B (continued)**

2. The Companies will notify the Union of any reclassification of the title or the wage schedule including the specific justifications used to make the determination leading to such reclassification(s). Following such notice to the Union, the Companies may proceed to staff such job title or classification. Wage Administrative practices in Appendix C, Section(s) C8.02 and C8.04, respectively, will be applied for upgraded or lateral reclassifications, however, step down from maximum referenced in C8.02C and D will not apply to upgrades. The Job Evaluation Transition Pay Plan (JETPP) Memorandum of Agreement will be applied for reclassifications resulting in a downgrade. Any title or wage schedule change will be effective with the next payroll period following notification to the Department.

NOTE: No other reclassification of existing jobs will occur during the life of this Contract; rather any such reclassifications will normally be negotiated during bargaining.

- C. The Companies agree to meet with the Union upon the Union's request to discuss any aspect of the job evaluation process which led to the Companies' decision regarding the recommended title and/or wage schedule, including the rationale used by the Companies to arrive at the Companies' recommended title and/or wage schedule.
- D. Within thirty (30) calendar days from the Union's receipt of the Section 4.01B2 reclassification notice or no later than thirty (30) calendar days from the Union's receipt of the Section 4.01A2 follow-up notice, the Union shall have the right to initiate negotiations concerning the wage rates or schedules established or changed by the Companies.
- E. If negotiations are not so initiated within the thirty (30) calendar day periods described in Section 4.01D or if agreement is reached between the parties concerning the wage rates and schedules within sixty (60) calendar days following receipt of the Section 4.01A2 follow-up notice or the Section 4.01B2 reclassification notice, the wage rates and schedules set by the Companies or agreed to by the Parties, shall remain in effect.
- F. If negotiations are so initiated pursuant to Section 4.01D and if the parties are unable to reach agreement on the schedule of wage rates within sixty (60) calendar days following the Union's receipt of the Section 4.01A2 follow-up notice or the Section 4.01B2 reclassification notice, the Union must notify the Companies in writing of its intention to submit the issue of an appropriate schedule of wage rates to a Neutral Third Party for resolution, to be selected as set forth in Section 4.01G.

NOTE: The Union's written notice shall specify the wage schedule the Union believes should be assigned to the job in question and the reasons why.

**Section 4.01.F (continued)**

If such notification is not received by the Companies within sixty (60) days of the Union's receipt of the Section 4.01A2 follow-up notice or the Section 4.01B2 reclassification notice, the matter shall be considered settled in the Companies' favor and shall not be subject to further handling under this procedure, nor may the issue be submitted to the problem resolution, grievance and arbitration procedures.

- G.** The Neutral Third Party previously referred to shall be selected by mutual agreement of the parties from a panel of six (6) arbitrators selected for their expertise in the field of job evaluation.

The members of the panel may be changed by mutual agreement of the parties. Though the panel members will normally receive first consideration, the parties reserve the right to jointly select a Neutral Third Party outside of the panel to serve on an ad hoc basis.

1. The Neutral Third Party will render a written decision within fifteen (15) working days after the hearing.
2. The Neutral Third Party is empowered to decide only whether the wage schedule assigned by the Companies or the wage schedule requested by the Union is the appropriate wage schedule.
3. The Neutral Third Party is not empowered to assign a wage schedule and title classification that is not currently contained in the collective bargaining agreement or to render a decision on any other issues.
4. The Neutral Third Party shall have no authority to add to, subtract from, or modify any provisions of the collective bargaining agreement.

- H.** The procedures set forth in Section 4.01 shall be the exclusive means by which the Union may dispute the schedule of wage rates which the Companies set for any new, restructured or redefined job title or classification established by Section(s) 4.01A and B. Disputes regarding job classifications which are not governed by this Section 4.01 may be pursued under the Problem Resolution Procedures set forth in Article 7.

**Section 4.02      ASSIGNING TITLES**

- A.** The assignment of particular titles to employees with titles listed in Appendix A, Sections A1.01, A3.01 and A4.01, does not mean that they shall perform only the kind of work coming under their title classification, nor that certain kinds of work shall be performed exclusively by certain classifications of employees.

**Section 4.02 (continued)**

- B. Except as provided for in Appendix A, Sections A3.05B and C an employee assigned to work falling in a higher wage group (other than work incidental to the lower classification) shall, during the period the employee is assigned to work falling in a higher wage group, be assigned a title in the wage group in which the employee works a greater part of the normal workweek for a period of one week or more.
- C. Employees who are regularly assigned to work coming under more than one (1) title classification listed in Appendix A, Section A1.01 which carry identical wages and working conditions, shall be classified under the title which covers the work on which they are engaged for the greater part of the time.

**Section 4.03           PART-TIME, TERM, TEMPORARY AND OCCASIONAL EMPLOYEES**

**A.    PART-TIME EMPLOYEES**

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. Treatment of a part-time employee under the Companies' benefit plans and payment programs is dependent on the employee's "average workweek" and whether the employee is "grandfathered."

**1.    "GRANDFATHERED" PART-TIME EMPLOYEES**

- a.    Certain part-time employees shall be "grandfathered" as follows:
  - 1.    Regular part-time employees who were on the active payroll of the Companies as of December 31, 1980 and who were classified as part-time on August 9, 1992 shall be "grandfathered" so long as they continue to be classified as part-time; and
  - 2.    Regular employees who were on the active payroll of the Companies as of December 31, 1980, who were classified as full-time on August 9, 1992, and who become classified as part-time as a result of surplus in which there are no Regular commutable full-time jobs available for which they are qualified, shall be "grandfathered" so long as they continue to be classified as part-time, unless and until such time as they have been offered, and have rejected, the opportunity to be placed in a commutable Regular full-time job.

**Section 4.03.A.1 (continued)**

- b. "Grandfathered" employees shall, during the applicable term of part-time employment, receive payments under benefit plans and payment programs on the same basis as was applicable to part-time employees on December 31, 1980.

**2. ALL OTHER PART-TIME EMPLOYEES**

All part-time employees who are not "grandfathered" shall receive payments under the Companies' benefit plans and payment programs as described in this section.

- a. Part-time employees who are not "grandfathered" include, but are not limited to:
  - 1. Employees who were on the active payroll of the Companies as of December 31, 1980 and who were not classified as part-time on August 9, 1992; and
  - 2. Regular part-time employees who were hired or rehired on or after January 1, 1981.
- b. When an employee begins working part-time the "average workweek" will be determined in advance by dividing the employee's normally expected scheduled hours per month by 4.35 and rounding the result to the next higher whole number. (For example: 68 hours per month divided by 4.35 equals 15.6, rounded to an average workweek of 16 hours). This "average workweek" will apply until an employee has worked a full calendar quarter as a part-time employee.
- c. After an employee has worked a full calendar quarter as a part-time employee, the "average workweek" will be redetermined as of the end of each calendar quarter during which the employee was classified as a part-time employee for the entire quarter. The "average workweek" for the following quarter will be determined by averaging all hours worked during the prior quarter. This average includes:
  - (1) Hours worked up to a maximum of eight (8) per day or forty (40) per week; and
  - (2) Hours scheduled or assigned to be worked but excused, paid or unpaid.
  - (3) The total of (1) & (2) above will be limited to a maximum of eight (8) hours per day or forty (40) per week.

**Section 4.03.A.2 (continued)**

- d. For periods of service as a part-time employee after January 1, 1993, proration calculations for wages or service for each of the following benefit plans and payment programs will be based on the relationship of the individual part-time employee's "average workweek" to a forty (40) hour workweek:

- Pension Plan
- Comprehensive Disability Benefit Plan
- Life Insurance Plans
- Savings Plan
- Severance Plans
- Vacation, Holiday and Paid Personal Days Off
- Sickness Absence Payments

The revised calculation method will not apply retroactively, and employees receiving disability benefits under the Comprehensive Disability Benefits Plan, sickness absence payments, or vacation payments on January 1, 1993 will continue to receive the same level of benefits until their eligibility for such benefits or payments expires.

- e. Monthly contributions to the Medical, Dental and Vision Plans will be prorated using the same percentage calculated in Section 4.03A2b or 4.03A2c as applicable. The Companies will pay that percent of the cost of coverage for Medical, Dental and Vision care. The part-time employee will pay the difference between the Company contributions and the cost of the plan.
- 3. A part-time employee shall not be paid Sickness Absence payments under Section 5.01F unless such absence due to sickness occurs on a day of the week on which the employee is normally scheduled to work and a full-time employee in the same circumstance would be paid.

**B. TERM EMPLOYEES:**

Term employees are those engaged for a specific project or limited period with the definite understanding that their employment is to terminate upon completion of the project or at the end of the period. Employment is expected to continue for more than one (1) year, but no more than three (3) years. Term employees are covered by all provisions of this Contract except where otherwise provided.

Term employees are not to be assigned work which would directly result in the surplus or layoff of Regular employees in the same title and administrative unit to which they are assigned.

**Section 4.03 (continued)**

**C. TEMPORARY EMPLOYEES**

1. 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 consecutive weeks but not for more than one year.
2. All Temporary employees shall be advised of their employment status and all pertinent information related thereto at the time of hiring.
3. All provisions of this Contract shall apply to Temporary employees, except where otherwise provided.
4. Should the term of employment of a Temporary employee exceed one year, then the employee will be reclassified to a Term employee effective with the first day following the completion of one year.
  - a. The maximum term of employment for a Temporary employee who is reclassified to Term under the provisions of this Section 4.03C4 will be three (3) years from the date of hiring as a Temporary employee.
  - b. A Temporary employee who is reclassified to Term under the provisions of this Section 4.03C4 will be eligible for Term employee benefits as described in Section 4.03E from the time of reclassification.
  - c. A Temporary employee who is reclassified to Term under the provisions of this Section 4.03C4 will be eligible for vacation and Personal Days Off in accordance with the provisions of Article 6, Sections 6.02A1 and 6.04 applicable to Term employees, from the date of reclassification. However, nothing in this Section will cause such a reclassified employee to receive more vacation or Personal Days Off than they would have received had they been classified as a Term employee from the date of hiring as a Temporary employee.

**D. OCCASIONAL EMPLOYEES**

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.

**Section 4.03 (continued)**

**E. BENEFIT ELIGIBILITY**

Employees are eligible to participate in employee benefit plans and other payment programs as shown below. Specific eligibility requirements are as described in individual plan documents or terms described elsewhere in the Contract or Company policies.

<b>EMPLOYEE BENEFIT</b>	<b>REGULAR EMPLOYEE</b>	<b>TERM EMPLOYEE</b>	<b>TEMPORARY EMPLOYEE</b>	<b>OCCASIONAL EMPLOYEE</b>
Medical Plan	YES	YES	NO	NO
Dental Plan	YES	YES	NO	NO
Vision Plan	YES	YES	NO	NO
Comprehensive Disability Benefit Plan	YES	STD ONLY	STD ONLY	NO
Life Insurance Plan	YES	YES	NO	NO
Savings Plan	YES	YES	YES	NO
Severance Plans	YES	NO	NO	NO
Pension Plan	YES	YES	NO*	NO*
Pension Death Benefit	YES	YES	YES	YES
Tuition Aid	YES	YES	NO	NO
Concession	YES	YES	YES	NO
Leaves Other than Required by Law	YES	YES	NO	NO
Adopting	YES	YES	NO	NO
CarePlus	YES	YES	NO	NO
Long Term Care	YES	YES	NO	NO
Spending Account	YES	YES	NO	NO

\*Employees with no previous Bell System service are not eligible. Others may be eligible for participation dependent on past service and past eligibility and on specific terms of the Plan Document.

## ARTICLE 5

### WORK ADMINISTRATION, COMPENSATION AND SPECIAL PAYMENTS

#### Section 5.01 WAGE SCHEDULES AND PAYMENTS

- A.** Employees in titles listed in Appendix A, Sections A1.01, or A4.01 shall be paid at their weekly basic rate of pay for forty (40) hours of work. Employees in titles listed in Appendix A, Section A3.01 shall be paid at the basic rate per week as established for their respective title classifications. The wage schedules and top rates of pay shall be as stated in Appendix C3 of this Contract.

The Companies shall have the right to pay in one-minute increments and to select and implement the timekeeping systems to be used for this purpose.

In any case where a Company building is located upon property which lies within two (2) exchanges, and if such exchanges are classified differently for wage rate purposes, any employee who is regularly assigned to report for work in such a Company building shall be paid at the wage rate that pertains to the higher exchange classification.

- B.** Except as provided in Section 5.01D, wage increases in the amounts shown in the schedules shall be granted automatically on completion of the time intervals specified.
- 1.** No wage increase shall become effective during a period of absence in excess of seven (7) calendar days, paid vacations excepted.
    - a.** A period of absence of seven (7) calendar days or less shall have no effect on the establishment of the effective date of increase.
    - b.** If the effective date for a scheduled increase occurs during a period of absence in excess of seven (7) calendar days, but not to exceed thirty (30) calendar days, the increase will become effective on the day the employee returns to work. Such adjustment in the effective date of this increase shall not change the date from which the time interval for the next increase would otherwise be computed.
    - c.** If the effective date for a scheduled increase occurs during a period of absence of over thirty (30) calendar days, the first thirty (30) calendar days of such absence shall be credited to the employee's previously accrued time on the wage progression schedule and the increase shall become effective either on the day the employee returns to work if the employee has been credited with the necessary time interval for the next increase, or after the employee has worked the remainder of the applicable wage progression time interval.



**Section 5.01.B (continued)**

2. In no case shall the application of the provisions of this Section 5.01B operate to make an increase effective on a date earlier than would have resulted had no absence occurred.
- C. When an employee is absent for more than thirty (30) consecutive calendar days, only the first thirty (30) calendar days of such absence shall be credited to the employee's previously accrued total schedule time on the wage schedule.
- D. FLEXIBLE STARTING RATES**
1. When, in the judgment of the Companies, an increase becomes desirable in starting rates for any or all title classifications in a particular exchange listed in Appendix C4 of this Contract, the Companies will so notify the Union and will discuss with the Union both the starting rate and method of progression from the new starting rate to the particular existing schedule.
  2. If the Union and the Companies reach an agreement thereon, the schedule for such title classification or title classifications between the points where the old schedule is reached and the maximum rate, as well as the overall schedule length, will remain unchanged; and the employees to whom such altered schedule applies will be placed on the altered schedule with the same total schedule time they had on the previous schedule.
  3. If the Companies and the Union fail to reach agreement within fifteen (15) days after the above date of notification of said proposal, such schedule shall remain unchanged.
  4. The Companies may discontinue or reduce the amount of such increased starting rates at any time but such discontinuance or reduction shall not cause a decrease in the wage rate of any employee whose wage rate was increased under Subparagraph 1 or 2 of this Section 5.01D. The application of this Subparagraph 4 shall not result in starting rates lower than those on the old schedule.
- E. An employee hired with previous wage experience credit, military service, technical training, typing or key punch skills useful to the Companies shall be granted wage credit in accordance with the wage credit practice agreement.

**Section 5.01 (continued)**

- F. *Except as required by State or Municipal law, all employees with at least one (1) year of service shall be paid for a maximum of ninety-six (96) hours of illness absence time per calendar year beginning with the first scheduled working day of absence. If an employee uses forty (40) hours or fewer of paid illness absence time during the previous calendar year, that employee may use up to an additional forty (40) hours of paid illness absence time in the next calendar year for the sole purpose of providing paid illness absence time for the five (5) paid day period leading up to an approved disability after the initial ninety six (96) hours has been exhausted. Nothing in this Section shall be interpreted to provide for paid illness absence time in excess of that amount. Illness absence payments shall be limited to a maximum of five (5) days in the seven (7) day period.*

*Except as required by State or Municipal law, employees hired with an effective date after April 9, 2017, with at least one (1) year of service, shall be paid at the basic wage rate for illness absence on scheduled workdays, up to a maximum of five (5) paid illness absence days (maximum forty (40) paid illness absence hours) per calendar year.*

*Employees working in geographical locations with paid sick leave laws effective after April 9, 2016 will be advanced Personal Days Off (PDOs) prior to six (6) months of service and in the amount required to comply with the paid sick leave laws. Remaining Personal Days Off (PDOs), if any, will be granted in accordance with Article 6, Section 6.04.*

1. The scheduled working days referred to in this Section 5.01F shall be computed in accordance with the pattern of scheduled days of the workweek in which the sickness absence first occurred regardless of the number of scheduled workdays in that week. This pattern shall be deemed to continue into all subsequent workweeks of such absence for determining work time lost and days for which sickness absence should be paid.
  2. Sickness absence shall not be deemed to continue into the second workweek unless such absence includes the first scheduled day of the original work schedule for the second week.
- G. When employees report on the job for duty on a scheduled day and subsequently become sick and are excused by the supervisor before completion of their tour of duty, they will be paid at straight time for the remainder of the full tour of duty for which scheduled.
- H. Sickness absence payments referred to in Sections 5.01F and 5.01G above shall include any shift or job differentials which the employee would have received had the employee worked, but shall not include any extra payments which would have been received had the employee worked, such as Sunday, holiday, or overtime extra payments.

### **Section 5.01 (continued)**

- I. The supervisor shall decide whether employees with titles listed in Appendix A, Section A1.01, shall work or be excused from duty because of bad weather conditions. If the supervisor decides that the employees cannot work, they shall be paid for the balance of the half-tour that they were excused from duty. If the employees are notified at or before noon, no payment will be made for the afternoon. Employees who do not report for duty shall not be paid under the provisions of this Section.
- J. When an employee in titles listed in Appendix A, Section A3.01, is transferred from night work to day or evening work at management's request and loses a day's work opportunity because of the transfer, wage payment shall be made for the day lost at straight-time at the employee's normal rate of pay.
- K. Employees shall be paid bi-weekly, payment of wages due for the two (2) week pay-period to be made when practicable not later than the Friday following the last day of the pay-period. When practicable, paychecks shall be distributed in sufficient time to permit employees to cash their checks within normal banking hours on the regular pay day.

### **Section 5.02 RELIEF DIFFERENTIALS**

- A. A fixed relief differential of ten dollars (\$10.00) a day will be paid to any employee in any title who, in addition to normal duties or in the performance of a new assignment, temporarily relieves or assists a manager for a quarter tour or more. These assignments may involve planning, distributing, directing, coordinating and training responsibilities other than induction or orientation. The assignment specifically excludes disciplining.
- B. A three dollar (\$3.00) daily differential will be paid when an Operator relieves a Service Assistant, Service Assistant-Bilingual or a Central Office Associate for a half tour or more.

### **Section 5.03 SHIFT DIFFERENTIALS**

- A. An employee specified in Sections 5.03A1 or 5.03A2 who works a regular shift, any part of which falls after 7:00 P.M. or prior to 6:00 A.M., shall receive a shift differential in accordance with the following:
  - 1. An employee in a title listed in Appendix A, Sections A1.01 shall receive a shift differential in the amount of ten (10) percent of the employee's weekly basic rate of pay, except that when premium payments are paid for a temporary change of shift in accordance with Appendix A, Section A1.05D, as appropriate, a shift differential will not be paid.

**Note:** An employee who works a scheduled shift on a Sunday or Holiday, any part of which falls after 7:00 P.M. or prior to 6:00 A.M., shall receive a shift differential without regard to his/her regular shift.

**Section 5.03.A.1 (continued)**

- a. The shift differential shall be added to the basic rate of pay and the combined rate shall be used in computing vacation payments, overtime payments, holiday payments and Sunday payments, except that the differential shall not be added in computing the vacation pay of a regular day shift employee who, at the start of vacation, had been working a tour for which a differential is paid but who, upon return from vacation, is scheduled to work a day shift for a period of one (1) week or more.
- b. When only a part of the week is involved, the differential shall be prorated on the basis of a five (5) day week, that is, one (1) day's differential is one-fifth (1/5) of the weekly differential.
- c. An employee receiving a differential who is temporarily assigned to a day shift in connection with training assignments, vacation reliefs or training reliefs for a period of one (1) week or more but less than two (2) weeks shall retain the shift differential but shall not receive premium pay for the change of shift. Such vacation relief shall be deemed to include any additional days which the employee on vacation may take immediately preceding or following the employee's vacation.

An employee who is temporarily assigned to an evening or night shift for purposes of training assignments, vacation reliefs or training reliefs for a period of one (1) week or more shall receive the appropriate shift differential, but shall not receive premium pay for a change of shift. Such vacation relief shall be deemed to include any additional days which the evening or night shift employee may take immediately preceding or following the employee's vacation.

2. An employee in a title listed in Appendix A, Sections A3.01B or A4.01 shall receive a shift differential in the amount of ten (10) percent of the employee's weekly basic rate of pay, including relief differential, if any.
  - a. The shift differential paid under the provisions of Section 5.03A2 shall be added to the basic rate of pay in computing vacation, overtime, holiday and Sunday payments.
  - b. The shift differential shall be for a full-time week of five (5) shifts. When an employee works less than a full-time week of five (5) shifts to which a differential is applicable, the shift differential will be prorated; that is, one-fifth (1/5) of the weekly differential will be paid for each full shift worked for which the differential is provided in Section 5.03A2.

### **Section 5.03 (continued)**

- B.** An employee in a title listed in Appendix A, Sections A3.01A or A3.01C who works an early morning, evening or night tour of duty shall receive a wage differential in an amount specified in Appendix C, for the appropriate unit, applying as shown in Appendix A, Section A3.05. The wage differential specified is for one (1) full tour of duty. The differential will be added to the basic wage rate in computing vacation, overtime, holiday and Sunday payments.
- C.** An employee in a title listed in Appendix A, Sections A3.01A or A3.01C who works at least part of both sessions of a morning-evening tour (split-tour) shall receive a differential of four dollars (\$4.00). The differential will be added to the basic wage rate in computing vacation, overtime, holiday, Sunday and Personal Days Off.

### **Section 5.04 OVERTIME AND CALL-OUTS**

- A.** The provisions of this Section apply to all employees unless otherwise specified. Refer to Appendix A for additional overtime and premium payments provisions.
- B.** Overtime is that time worked in excess of the daily work period of eight (8) hours for five (5) day a week employees or ten (10) hours for four (4) day a week employees continuing until relieved from duty, and/or in excess of the normal workweek or its equivalent (overtime is time, not money).
- C.** Premium payments are payments in excess of the basic rate of pay (premium payments are money, not time). The premium rates of pay are one and one-half (1-1/2) hours', two (2) hours' and two and one-half (2-1/2) hours' pay for one (1) hour worked. Not more than one (1) premium payment shall be paid for any one (1) hour worked.
- D.** For employees having titles listed in Appendix A, Sections A1.01, and A4.01, time worked in excess of the daily work period of eight (8) hours and/or in excess of the normal workweek of forty (40) hours (or its equivalent for employees identified in the following paragraph) shall be paid at the rate of one and one-half (1-1/2) hours' pay for each hour worked.

For employees having titles listed in Appendix A, Section A3.01, time worked on weekdays in excess of a full tour of duty (eight hours for an 8-hour tour, seven and one-half hours for a 7-1/2 hour tour, seven hours for a 7-hour tour, or six hours for a 6-hour tour) shall be paid for at the rate of one and one-half (1-1/2) hours' pay for each hour worked.

- E.** Time paid for but not worked on a holiday which falls Monday through Friday in the calendar week, and time paid for but not worked on Personal Days Off shall be included when determining time worked in excess of the normal workweek (or its equivalent for employees identified in the paragraph directly above). The following time shall be excluded when determining time worked in excess of the normal workweek or its equivalent:

**Section 5.04.E (continued)**

1. Time paid for but not worked, except holiday pay and Personal Days Off as provided in Section 5.04E and time which is considered as time worked as provided in Section 3.02B3.
  2. Time worked beyond eight (8) hours on any day for employees scheduled five (5) days per week or time worked beyond ten (10) hours on any day for employees scheduled four (4) days per week.
  3. Time worked on weekdays in connection with calls outside of a scheduled tour/shift, or if not scheduled, a regular tour/shift, provided that such time is not in lieu of a scheduled tour/shift and is paid for at a premium rate.
- F.** Time worked on Sunday shall be paid for at the rate of one and one-half (1-1/2) hours' pay for each hour worked. Sunday tours/shifts are tours/shifts starting on Sunday.
- G.** Employees who are notified less than three (3) hours before the start of their tour/shift that their immediate services are required shall be paid at the rate of time and one-half (1-1/2) from time of notification to the start of the tour/shift, if all or part of this period is worked, and shall be paid at the straight-time rate for that part, or all, of their tour/shift worked thereafter. The minimum time paid for shall be two (2) hours.
- H.** Employees who are notified three (3) hours or more before the start of their tour/shift that their immediate services are required and whose work continues into the tour/shift shall be paid at the rate of one and one-half (1-1/2) hours' pay for each hour worked from time of notification until the employee is relieved from duty, except as provided below. Meal period intermission shall not constitute a relief from duty.

**NOTE:** Employees covered by Appendix A, Sections A1.01 who report to work three (3) hours before the start of their tour/shift when immediate services are not required, will receive pay treatment as provided in Appendix A, Sections A1.05B.

If a call-out as specified in Section 5.04H above results in an employee working eight (8) hours at one and one-half (1-1/2) hours' pay for each hour worked, such time may be considered in lieu of a regular tour/shift, and, at management's discretion, the employee may be relieved from duty.

- I.** When employees are called for work which requires their immediate services, work time starts from time of notification. The minimum time paid for shall be two (2) hours and shall be paid for at the rates applicable (premium, holiday, straight-time, etc.). Normal traveling time to home will be included except when:

**Section 5.04.I (continued)**

1. The employee continues working to the end of a scheduled tour/shift or half-tour/shift or
  2. The employee requests, and is granted, excused time off with or without pay.
- J.** When employees are notified that their immediate services are required on other than a scheduled work day, they shall be paid at the rates applicable (premium, holiday, straight-time, etc.) for a minimum period of two (2) hours including travel time from and to home.
- K.** When an employee is assigned to work of less than four (4) hours' duration when the employee's immediate services are not required, travel time from and to home shall be considered work time. The minimum time paid for shall be two (2) hours including travel time. The maximum time paid for, including travel time, shall be four (4) hours. When such employee works four (4) hours or more, excluding travel time, such travel time shall not be considered work time, and shall not be paid for.
- L.** All hours worked in excess of forty-nine (49) in the calendar week shall be paid at the rate of two (2) hours' pay for each hour worked.
1. Time included when calculating time worked toward the forty-nine (49) rule:
    - a. All time worked.
    - b. Time paid for but not worked on Holidays and paid Personal Days Off (PDOs).
    - c. Paid time off to vote.
    - d. Paid time off (UP) spent by Union representatives attending meetings with management.
- M.** For pay treatment on holidays, see Article 6 of this Contract.
- N.** No wage payments shall be made for specified meal periods taken outside of scheduled hours.

**Section 5.05            EXPENSE ALLOWANCE**

**A.    PER DIEM ALLOWANCE AND LODGING**

1.    When an employee is temporarily assigned to a work location other than the employee's assigned headquarters and, as determined by the Companies, daily travel by the employee would be impractical, the Companies may establish a temporary headquarters at a place where suitable board and lodging may be obtained or provided, in which case the employee shall be eligible to receive an allowance of forty-two dollars (\$42.00) per diem and lodging at the Companies' expense.
  
2.    An employee entitled to receive the per diem allowance and lodging at the Companies' expense under Section 5.05A1 may, upon proper management approval and in lieu of the per diem allowance and lodging at the Companies' expense, be granted home board and lodging allowance at the rate of forty-two dollars (\$42.00) per day when the nature of the work will permit and the employee establishes a bona fide home at the location of the work. When such home board and lodging is authorized, it shall also be paid for periods not worked on Sundays, holidays, days absent due to weather conditions and other authorized absence not including vacations.
  
3.    An employee entitled to receive the per diem allowance and lodging at the Companies' expense under Section 5.05A1 may, upon proper management approval, be granted an allowance at the rate of forty-two dollars (\$42.00) per day for each day worked in lieu of the per diem allowance and lodging at the Companies' expense when the location of the work permits travel on the employee's own time and expense, between the employee's bona fide home and the location of the job. In such cases, the forty-two dollars (\$42.00) allowance will only be paid for the days actually worked.
  
4.    On personal trips over weekends and holidays, an employee who is being provided the per diem allowance and lodging at the expense of the Companies may, upon proper approval and in the event Company transportation is not available, be granted the lesser of the following two allowances, but in no case shall payment be made for travel time:
  - a.    An allowance equivalent to commercial transportation costs to the appropriate, as determined by the Companies, commercial transportation terminal at the employee's home location and return. In addition, the employee will be paid the mileage allowance at the agreed upon rate for use of an employee's personal vehicle on Company business for the distance between the work location and the commercial transportation terminal at the temporary work location and return and for the distance from the commercial transportation terminal at the employee's home location to the employee's home and return, or



**Section 5.05.A.4 (continued)**

- b. The actual savings to the Companies due to the employee's absence from the established boarding place.
- 5. The establishment or discontinuance of a temporary headquarters as provided for in Section 5.05A1 shall not be considered as a change in an employee's regularly assigned headquarters as defined in Appendix A, Sections A1.04E, and A4.04C.

**B. OCCASIONAL MEALS**

Employees shall be granted meal allowances only in accordance with the following:

- 1. Nine dollars (\$9.00) when a full-time employee works two (2) or more consecutive hours in addition to working his or her regular tour/shift or a part-time employee works two (2) or more hours in addition to working the equivalent of a full-time tour/shift.
- 2. An additional nine dollars (\$9.00) will be paid when a full-time employee works six (6) or more consecutive hours in addition to working his or her regular tour/shift or a part-time employee works six (6) or more consecutive hours in addition to working the equivalent of a full-time tour/shift.
- 3. Meals for which an allowance is granted under this Section shall be eaten on the employee's own time, except where the supervisor determines that the employee cannot be released for a definite meal period. In such case, the employee shall be granted a reasonable amount of time to eat on Company time.
- 4. There shall be no allowance granted for noonday luncheon expense.
- 5. A meal allowance will not be paid to an employee receiving per diem or an allowance in lieu of per diem.

**C. TRANSPORTATION**

- 1. The Companies will either furnish all means of transportation or specify what transportation shall be used for Company business and advance or refund the necessary fares.
- 2. Local carfare or mileage, as determined by the Companies, to and from work in excess of that required by an employee for the employee's normal assignment, will be refunded. Travel time will be computed on the same basis except as provided for in Section 5.05A3.

**Section 5.05.C (continued)**

3. When local carfare during working hours is deemed necessary by the Companies, such carfare will be advanced or refunded to employees. Carfare in excess of the local fare will be advanced.
4. A personal automobile may be used for Company business or to facilitate transportation provided that:
  - a. Such use is authorized by a supervisor.
  - b. The employee agrees to such use of the employee's personal automobile.
  - c. Such usage shall be reimbursed at the Internal Revenue Service (IRS) reimbursement rate for mileage. In the event the IRS changes the reimbursement rate for mileage, the Company will adjust the mileage reimbursement rate to the maximum allowable rate as soon as practical, not to exceed sixty (60) days from the effective date of the change.

**D. NEVADA EMPLOYEES TEMPORARILY ASSIGNED TO CALIFORNIA**

When a Nevada employee is temporarily assigned to work in California, that employee will be paid for all time worked in California at the wage rate of the wage zone in which they worked.

**Section 5.06 STANDBY PAY**

**A. DEFINITION AND APPLICATION**

1. Standby is that time during which an off duty employee is scheduled to be available for call-outs.
2. Part-time employees are not eligible for Standby pay.

**B. ASSIGNMENT AND EMPLOYEE REQUIREMENTS**

1. The Companies will determine the need to establish Standby in a work group.
2. The Companies will seek volunteers from the work group who are qualified as recorded on the overtime list and may assign one (1) or more volunteers within each work group. The Companies will rotate the designated Standby assignments among qualified employees.
3. Scheduled Standby assignments will be posted at least one (1) week in advance. Assignments will include the Standby hours and days. No changes in the scheduled Standby assignments will be made without at least forty-eight (48) hours notification.

**Section 5.06.B (continued)**

4. Employees may be assigned for periods of duty as determined by local management and local union. If no mutual agreement can be reached, the Companies will determine the length of Standby assignment, not to exceed one (1) week.
5. The employees assigned Standby will be available after normal hours or on non-scheduled days to report within one (1) hour to a call-out from the duty supervisor and will be available for contact via telephone or pager at all times during the period of duty.
6. Assigned Standby employees who cannot be reached or who fail to respond to a pager, or other agreed upon method of communication, within a fifteen (15) minute time period, will not be eligible to receive payment for the period of Standby coverage.
7. If, during a Standby period, an employee becomes ill, or for some other reason cannot perform the scheduled Standby duty, the employee is responsible for notification of management as soon as possible. The employee will not receive Standby pay for that period.
8. The Companies will follow the established overtime call-out procedures when the scheduled Standby employee is not available for a call-out or when a special requirement to satisfy a customer need exists.
9. Employees who transfer or return into the work group or any employee who subsequently wants to be added into the Standby group, upon notification to the supervisor, will be placed at the bottom of the list and be eligible for normal rotation assignment effective with the next posted Standby schedule.
10. Employees who desire to be removed from the Standby volunteers list shall give written notice fourteen (14) days prior to being removed from the list.

**C. COMPENSATION**

1. In addition to normal compensation for time worked during non-scheduled hours as a result of a call-out, those employees on Standby will receive a payment equal to one and one-half (1-1/2) hours pay at the regular hourly rate for each day on Standby.
2. Time spent on Standby, exclusive of call-outs, will not be considered hours worked, and pay received for Standby will be excluded from the regular rate of pay for purposes of calculating overtime.

**Section 5.06.C (continued)**

3. Standby pay amounts will not enter into computations of any payments under the Pacific Telesis Group Plan for Pensions, Disability Benefits, Savings and Death Benefits or any other benefits or differentials.

**Section 5.07 PLAN FOR EMPLOYEES' PENSIONS, DISABILITY BENEFITS AND DEATH BENEFITS**

- A. In the event, during the life of this Contract, the Companies desire to make a change in the Pacific Telesis Group Plans for Employees' Pensions, Disability Benefits and Death Benefits which would affect the pensions, disability benefits and death benefits of employees within the bargaining units, they will, before making a change, notify the Union and afford the Union a period of sixty (60) calendar days for bargaining, provided, however, that no change may be made in the Plans which would reduce or diminish the pensions, disability benefits and death benefits provided thereunder, as they may apply to employees within the bargaining units, without consent of the Union.
- B. Any claim that Section 5.07A of this Article has been violated may be presented as a grievance and, if not resolved by the parties under their Problem Resolution Procedures, may be submitted to arbitration pursuant to the provisions of Article 7, but in such case any decision or action of the Companies shall be controlling unless shown to have been discriminatory or in bad faith, and only the question of discrimination or bad faith shall be subject to the grievance procedure and arbitration. However, nothing in this Contract shall be construed to subject the Plan or its administration to arbitration.

## NOTES

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## ARTICLE 6

## TIME OFF

**Section 6.01** Time off the job is essential for the well being of employees. A proper balance of work and time off contributes to increased productivity, creativity and job satisfaction. Certain civic and personal obligations dictate that employees be granted time off. To assure that business needs are met, planned time off is scheduled.

**Section 6.02 VACATION**

**A.** Vacation will be accrued each vacation year for eligible employees in proportion to years of service and scheduled and taken in accordance with the terms provided in Section 6.06. For the vacation year 2002 and subsequent vacation years, change the definition of the “vacation year” from the calendar year to December 31<sup>st</sup> of the current year through December 30<sup>th</sup> of the following year.

1. Vacations are accrued each vacation year for Regular and Term, full-time or part-time, employees and Temporary employees hired prior to January 1, 1993 during their term of employment that began prior to January 1, 1993, as follows:

NET CREDITED SERVICE	VACATION TIME
After 6 months	1 Week
After 1 year (See Note 1)	2 Weeks
2 years but less than 7 years (See Note 2)	2 Weeks
7 years, but less than 15 years (See Note 2)	3 Weeks
15 years, but less than 25 years (See Note 2)	4 Weeks
25 years or more (See Note 2)	5 Weeks

- Notes:**
1. Employees who complete both six (6) months and one (1) year of service within the same vacation year are entitled to accrue two (2) weeks of vacation. The second week will be taken after the first anniversary.
  2. Vacations may be scheduled anytime during the vacation year in which the anniversary occurs.
2. Employees who are hired or rehired into the Temporary classification on or after January 1, 1993, are eligible to accrue one week of vacation after completing six (6) months of service.

**Section 6.02 (continued)**

**B. VACATION PAY - DETERMINATION OF STATUS**

Employees will receive vacation pay as a full-time or part-time employee according to their employment status during the last scheduled week immediately preceding the first day of a vacation week.

**C. VACATION PAY - FULL-TIME EMPLOYEES**

Full-time employees will be paid their basic weekly wage rate for each full week of vacation. Pay for individual vacation days will be one-fifth (1/5) of the weekly rate.

**D. VACATION PAY - PART-TIME EMPLOYEES WHO ARE "GRANDFATHERED" AS DESCRIBED IN SECTION 4.03A1 (AS OF JANUARY 1, 1993)**

1. Part-time employees will be paid for full weeks of vacation by averaging all hours during the preceding quarter. This averaging includes:
  - a. Hours worked up to a maximum of eight (8) a day or forty (40) a week; and
  - b. Hours scheduled or assigned to be worked but excused, paid or unpaid.
  - c. The total of a & b above will be limited to a maximum of eight (8) hours per day or forty (40) hours per week.
2. Part-time employees will be paid for individual vacation days off equivalent to one-fifth (1/5) of the average workweek as calculated above.

**E. VACATION PAY - AS OF JANUARY 1, 1993 FOR PART-TIME EMPLOYEES WHO ARE NOT "GRANDFATHERED" (AS DESCRIBED IN SECTION 4.03A2)**

1. Payment for full weeks of vacation will be an allowance equal to the employee's average workweek, as defined in Section 4.03A2b or 4.03A2c as applicable, spread over the five day vacation week.
2. Payment for individual vacation days will be an allowance equal to one-fifth (1/5) of the employee's average workweek as defined in Section 4.03A2b or 4.03A2c as applicable. Payment will only be made if the individual vacation day is scheduled on a day when the employee would normally be scheduled to work.

- F.** See Section 6.04D for pay treatment of employees who are temporarily shift-changed for vacation relief.

**Section 6.02 (continued)**

- G. An employee who is absent for more than six (6) consecutive months due to leave of absence or layoff will be eligible to accrue vacation in any subsequent vacation year after returning to work and completing six (6) consecutive months of service.
- H. When the Companies deem it necessary, the Companies may, in seniority order, offer employees with scheduled vacation on the posted work schedule the opportunity to sell a full week(s) or individual vacation day(s) of his/her vacation back to the Companies.

**NOTE:** The offer of pay in lieu of vacation shall be effective only if agreed to by the employee. The employee will receive payment for the vacation time sold back to the Companies with the employee's next regular paycheck for the pay period in which the vacation time was originally scheduled. A vacancy or open slot on the vacation schedule will not be created when an employee elects to sell his/her vacation under the circumstances described above.

**Section 6.03 HOLIDAYS**

Eight holidays will be observed.

**A. THE AUTHORIZED HOLIDAYS ARE:**

New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

**NOTE:** Holiday tours are tours of duty starting on a holiday. Holidays falling on Sunday will be observed on the following Monday. Holiday practices will apply.

When a holiday falls on a Saturday, and an employee is not scheduled to work, the employee may choose an extra day's pay or request an additional Personal Day Off (PDO).

The Companies will not schedule employees on a Saturday holiday if they are not expected to work.

- B. When a holiday occurs during an employee's vacation week, the employee will receive an additional Personal Day Off (PDO) at a later time.

**C. CHRISTMAS AND NEW YEAR'S EVE SPECIAL PAYMENTS**

Employees in Operator Services with titles of Central Office Associate, Operator, Service Assistant and Services Specialist will receive:



**Section 6.03.C (continued)**

1. A special payment of six (\$6.00) dollars for employees whose work terminates at or after 6:00 P.M. and not later than 7:59 P.M. on Christmas Eve and/or New Year's Eve.
2. A special payment of eight (\$8.00) dollars for employees whose work terminates at or after 8:00 P.M. on Christmas Eve and/or New Year's Eve.

**D. ASSIGNMENT OF HOLIDAY WORK**

For employees in Operator Services with titles of Central Office Associate, Operator, Service Assistant and Service Assistant-Bilingual:

1. All work on holidays will be distributed among employees of an office by allowing them, on a rotational basis, to choose whether to work or not to work, except that the Companies may require the employees to work as they deem necessary to meet the needs of the service.
2. It will be the practice to allow trades between employees of assignments to work or not to work provided the trades are approved by management. The trades are limited to assignments for any one holiday.

**E. PAY FOR HOLIDAYS NOT WORKED**

1. If employees work all of their scheduled tour immediately before and after the holiday, or are excused by supervision, they will be paid as follows:
  - a. Full-time employees will be paid one-fifth (1/5) of their basic weekly wage rate.
  - b. Part-time employees who are “grandfathered” will be paid one-fifth (1/5) of their average or equivalent workweek as covered in Section 6.02D.
  - c. All other part-time employees will be paid one-fifth (1/5) of their average workweek as defined in Section 4.03A2.
2. An employee who is scheduled to work on a holiday, but fails to report for work and is unexcused will not be paid for the holiday.
3. An employee who is scheduled to work on a holiday, but is excused will be paid straight time for the holiday.

**Section 6.03.E (continued)**

- 4. No pay will be given for holidays which occur:
  - a. During a leave of absence in excess of one (1) week, including holidays that occur during the first week of the leave.
  - b. During a period of excused time off for Union activities in excess of one week, including holidays that occur during the first week of the absence.
  - c. After the seventh (7th) calendar day of other absences.

**F. PAY FOR HOLIDAYS WORKED**

- 1. Employees will be paid double time and one-half (2-1/2) for each hour worked on authorized holidays.
- 2. An employee who is not scheduled to work on a holiday, but who works without forty-eight (48) hours' notice will be paid straight time for any part of their normal tour not worked.
- 3. If employees work overtime on a holiday, they will be paid double time and one-half (2-1/2). Holiday payment and overtime payment will not be made for the same time worked.

**Section 6.04 PERSONAL DAYS OFF**

Employees are allowed flexibility through the use of Personal Days Off (PDOs) to be absent with pay.

- A. Employees are eligible for Personal Days Off (PDOs) each vacation year according to the following:

	More Than Six (6) Months' Service: Maximum Number of Personal Days Off	
	Paid	Unpaid
Regular Employees	6	1
Term Employees	6	1
Temporary Employees	2	1
Occasional Employees	N/A	N/A

**NOTE:** Part-time employees who are “grandfathered” will be paid for individual Personal Days Off (PDOs) equal to one-fifth (1/5) of the average or equivalent workweek as covered in Section 6.02D2.

**Section 6.04.A (continued)**

All other part-time employees will be paid for individual Personal Days Off (PDOs) equal to one-fifth (1/5) of the average workweek as defined in Section 4.03A2.

- B. All Personal Days Off (PDOs) may be taken in two (2) hour increments and will be granted as deemed practicable by management.
- C. If employees agree to work on a paid Personal Day Off (PDO) they may choose one of the following options:
  - 1. Reschedule the Personal Day Off (PDO) and work as though it were a normal scheduled day; or
  - 2. Work the day and be guaranteed eight (8) hours' pay at straight time, as well as one and one-half (1-1/2) hours' pay for each hour actually worked. The Personal Day Off (PDO) may not be rescheduled if the employee chooses this option.

**D. PERSONAL DAY OFF, JURY DUTY AND VACATION RELIEF**

When an employee in other than Operator Services has a regular shift (not tour) temporarily changed for vacation, jury duty or Personal Day Off (PDO) relief, the employee will be paid as follows:

- 1. An employee who is receiving a shift differential and who is temporarily assigned to a day shift will retain the differential but be paid at straight time.
- 2. An employee temporarily assigned to an evening or night shift will receive the appropriate shift differential, and be paid at straight time.

**Section 6.05 CIVIC AND PERSONAL OBLIGATIONS**

The Companies will continue to provide time away from work to enable employees to meet certain civic and personal obligations.

**A. PAID TIME OFF WILL INCLUDE:**

- 1. Time spent on obligatory jury duty. When jury duty ends a reasonable time before the end of scheduled working hours, an employee who would be working except for jury duty will return to work.

An employee's hours of work will be changed to coincide with the obligatory jury duty assignment. When an employee's shift/tour is temporarily rescheduled for this purpose, no premium will be paid for the shift/tour change. The employee will retain his/her shift differential.

**Section 6.05.A.1 (continued)**

**NOTE:** See Section 6.04D for proper pay treatment of an employee temporarily rescheduled for jury duty relief.

2. Time off to vote in accordance with, and if required by, the provisions of applicable State laws.
3. A period of time which is reasonable and warranted due to a death in an employee's immediate family or household.

Immediate family includes the employee's parents, stepparents, adoptive parents, children, stepchildren or adopted children, brothers or stepbrothers, sisters or stepsisters, husband or wife, grandparents, grandchildren, mother-in-law, father-in-law, domestic partner, domestic partner's children, domestic partner's mother, domestic partner's father, as well as any other persons living generally in the same household.

- B.** Unpaid time off will include approved leaves of absence. A leave of absence for personal reasons is a privilege which may be granted to employees rather than a right to which they are entitled. Granting a leave of absence for a period of over thirty (30) days does not guarantee the employee will be given a position when the leave expires unless agreed to in writing at the time the leave is granted.

**Section 6.06 PLANNED TIME OFF**

The scheduling of planned time off will be in seniority order within individual work groups. It is the intent of the parties that employees' selections will be granted to the extent practicable consistent with force requirements and the needs of the service.

- A.** Scheduling of planned time off will be administered by seniority as follows:
1. Vacation - full week
  2. Vacation/Personal Day Off - day-at-a-time
  3. Personal Day Off - two (2) hour increments
- B.** Vacation schedules will be prepared by the Companies for each occupational and administrative unit except as provided in Section 6.06B1. The selection of vacation dates within each schedule will be on the basis of net credited service as shown by the records of the Companies, except as provided elsewhere in this Section or unless otherwise agreed to.

**Section 6.06.B (continued)**

1. Prior to the preparation of vacation schedules for any vacation year, the district level representative of the Companies will meet with the President and his or her designated representative of the Union Local involved to discuss the appropriate employee groups, comprising the employees within the district level's jurisdiction, for which such schedules shall be prepared. In the event of failure to reach agreement, final determination of the appropriate employee groups shall be made by the Department Head or the Department Head's authorized representative.
  2. Each employee in Appendix A, Section A1.01 in Northern California except Operations Administrator, Data Administrator, Nevada employees and in other appropriate employee groups (see Section 6.06B1) as agreed to by the parties, will have a first choice before anyone who splits their vacation makes a second choice. Employees detailed to work away from headquarters will at their request be returned to their headquarters at the Companies' expense for one vacation period only during each vacation year.
  3. An employee transferred at management direction will retain any vacation period(s) previously scheduled and approved.
  4. When an employee-initiated transfer occurs, management will endeavor to accommodate previously scheduled vacation periods within the vacation schedule of the employee's new work group, due regard being given to the needs of the service and the individual circumstances of each case.
- C. Vacation relief assignments for employees listed in Appendix A, Section A1.01 will be posted at the time work schedules are posted. This procedure will not apply to relief assignments for day-at-a-time vacations.
- D. Prior to the beginning of the vacation year, management will canvass the work group to allow the employees to select vacation and Personal Days off (PDOs) from available dates. The period during which vacation and Personal Days Off (PDOs) can be chosen by seniority rights will cover the fifteen (15) months from December 31st of the current year through March of the subsequent vacation year.
- E. Requests to reschedule Personal Days Off (PDOs) will be made with normally not less than forty-eight (48) hours' notice. The rescheduling is subject to management approval.
- F. Requests for a Personal Day Off (PDO) in two (2) hour increments may be requested by the employee, as needed, and will be granted to the extent practicable consistent with force requirements and needs of the service.

**Section 6.06 (continued)**

- G.** It is recommended that all employees take at least ten (10) days off (vacation/Personal Days Off) in the vacation year earned for the sake of their well being.
- H.** No work will be scheduled on a vacation day or Personal Day Off (PDO). A vacation week is a calendar week, Sunday through Saturday. When an employee's vacation period spans a full week, no work will be scheduled the Saturday prior to, or Sunday following, the vacation week.
- I.** All vacation may be taken in increments of less than a full week.
- J.** A vacation week of the new year may begin on Sunday of the same week in which December 31 falls on or before Wednesday.
- K.** Vacation weeks and Personal Days Off (PDOs) carried over from the previous vacation year through March 31 of the subsequent vacation year have precedence over selection of current year Time Off only in the first three (3) months of the vacation year. Any Time Off carried over from one vacation year to the next and not taken by the last day of March will be secondary in terms of scheduling to the selection of time off for the current vacation year.

Payment will be made in lieu of all vacation and Personal Days Off (PDOs) carried over from the previous vacation year which are not taken by December 30 of the following vacation year.

- L.** The Companies will not pay any expenses including per diem and lodging incurred by employees when they take individual vacation days or Personal Days Off (PDOs) while working at a non-commutable temporary work location.
- M.** When employees return to work from sickness or accident disability, and they have not taken all vacation and/or Personal Days Off (PDOs) for which eligible for the vacation year, they may take whatever can be accommodated within the remainder of the current vacation year through the end of the next vacation year. Time off carried over from the previous vacation year, and taken during the first quarter of the next vacation year under this provision will take precedence over vacation selection for the current vacation year, but will be secondary to vacation carried over under the provisions of Section 6.06K.
- N.** Employees going on a leave of absence may receive pay in lieu of vacation they are eligible to receive or take the vacation upon their return. Should the employee return during the same twenty-four (24) month period in which time off can be taken, he or she will receive whatever vacation and Personal Days Off (PDOs) that can be accommodated during the remainder of the period. Payment will be made in lieu of any time off not used.

**Section 6.06 (continued)**

- O.** An employee who leaves the Company, other than because of death, layoff, or retirement or with Separation Benefits, Voluntary Surplus Reduction Option, Enhanced Surplus Reduction Offer, Enhanced Severance Benefit, or Voluntary Separation Benefits, will be paid in lieu of all vacation he or she has accrued but has not used in the vacation year, provided that he or she has completed at least six (6) months of service and that he or she has worked during the vacation year in which he or she is leaving. To determine the number of accrued current year vacation hours for such eligible employees to be paid in lieu, see the chart below:

Month Employee Leaves Company  Or  (Credited Months)	Annual Eligible Vacation Hours (See Section 6.02A for number of eligible weeks)				
	5 Days or 1 Week (40 Hours)	10 Days or 2 Weeks (80 Hours)	15 Days or 3 Weeks (120 Hours)	20 Days or 4 Weeks (160 Hours)	25 Days or 5 Weeks (200 Hours)
	Number of "Accrued" Current Year Vacation Hours				
Jan. (1)	3	7	10	13	17
Feb. (2)	7	13	20	27	33
Mar. (3)	10	20	30	40	50
Apr. (4)	13	27	40	53	67
May (5)	17	33	50	67	83
Jun. (6)	20	40	60	80	100
Jul. (7)	23	47	70	93	117
Aug. (8)	27	53	80	107	133
Sep. (9)	30	60	90	120	150
Oct. (10)	33	67	100	133	167
Nov. (11)	37	73	110	147	183
Dec. (12)	40	80	120	160	200

If an employee is service pension eligible and retires after working in the vacation year, is laid off under the provisions of Article 8, leaves the Company with Separation Benefits, Voluntary Surplus Reduction Option, Enhanced Surplus Reduction Offer, Enhanced Severance Benefit, or Voluntary Separation Benefits, or dies before receiving his/her unused vacation for the vacation year, payment in lieu of vacation will be made for all unused vacation time to the employee or employee's estate in the event of death.

- P.** An employee who leaves the Company will be paid in lieu of all unused Personal Days Off (PDOs).
- Q.** For purposes of tracking or making payment in lieu of vacation or Personal Days Off (PDOs), all time off earned in the previous vacation year must be taken before any time off for the current vacation year can be taken. For scheduling purposes, all other Paragraphs in this Section, 6.06, shall apply.

## ARTICLE 7

### PROBLEM RESOLUTION PROCEDURES

**Section 7.01** The Companies and the Union agree that timely interaction on issues can eliminate the cause for most grievances. While management maintains the right and responsibility to make decisions which affect the business, the parties will endeavor to jointly evaluate and plan proposed actions that affect the employees, the Union and the Companies.

#### **Section 7.02 REQUEST FOR UNION REPRESENTATION**

The Companies shall release the appropriate Union representatives who are required by the Problem Resolution Procedures.

- A.** At any meeting between a management representative and an employee in which a formal level of discipline is to be announced, or an investigatory interview where the employee may have a reasonable basis to expect that disciplinary action may result, a Union representative shall be present, if the employee requests.
- 1.** The employee shall be informed of the subject of the meeting at any formal level of discipline or investigatory interview prior to the meeting.
  - 2.** The Union representative and the employee shall be allowed a reasonable period of time to consult prior to the meeting, if requested.

#### **Section 7.03 COMMUNICATION AND PROBLEM SOLVING**

We must initiate communication to prevent problems as most problems can be prevented through timely, open and honest communication.

- A.** When operational changes are being considered in a work area that will significantly affect the working conditions of one or more employees, the manager will communicate these anticipated changes and the reasons for them to the appropriate Union representative and solicit any input to improve the effectiveness for all concerned. This communication will generally occur not less than ten (10) calendar days in advance of the effective date of such anticipated changes. In matters requiring immediate implementation, the minimum time frame shall not apply. In these cases, communication and solicitation for input from the Union will be conducted at the earliest practical opportunity. Subsequently, where agreement is reached, communication to the employees will be conducted jointly by the manager and the Union representative. In all cases, communication to the affected employees will not occur prior to a discussion with the appropriate Union representative.
- B.** When an employee is trending toward disciplinary action for job performance, for example attendance, quality, quantity, etc., management will normally involve the Union and solicit its input and assistance. The manager and the Union representative will work jointly to identify and eliminate the cause of the employee's problem to prevent it from recurring.



**Section 7.03 (continued)**

- C. When a Union representative identifies an issue or dispute in the work area, he or she will interact with the appropriate manager in the work area. An effort should be made by both parties to resolve the problem.

**Section 7.04 UNION PRESENTATION**

The grievance procedure is designed to provide a timely, energy effective way of insuring equality and fairness in resolving disputes which have not been resolved through informal efforts. The Companies and the Union agree that it is their objective to resolve all grievances at the lowest level.

The presentation of a grievance must be made in writing as described in Section 7.05E1a and in accordance with the time limitations specified below to be eligible for handling under the provisions of Sections 7.05 and 7.09:

- A. Grievances concerning the impact of new, changed or deleted methods and/or procedures intended for department-wide application must be presented within sixty (60) calendar days of the date of the Companies' notification to the Union of their intent to take such action or, within thirty (30) calendar days from the occurrence that an employee is affected by the change, whichever date is later.
- B. All other grievances must be presented within thirty (30) calendar days from the first occurrence of the action or within thirty (30) calendar days from the date of discovery.

**Section 7.05 GRIEVANCE PROCEDURE**

In keeping with the Companies' and the Union's objective to resolve all grievances at the lowest level, an employee may present his or her grievance to a Union representative who will process it according to the following:

- A. A grievance involving the dismissal of any Regular or Term employee or a grievance involving disciplinary action other than dismissal of any employee will be presented as follows:
  - 1. Step I - To the employee's immediate supervisor or, if appropriate, the manager who took the action. Two (2) paid Union representatives designated by the Local may attend this meeting. If the grievance is not resolved, it will be referred to:
  - 2. Step II - District Level Manager (or equivalent title/skip level organizations). Three (3) paid Union representatives designated by the Local may attend this meeting to attempt to resolve the grievance. Only grievances involving the dismissal of a Regular or Term employee, which are not resolved, will be referred to Step III.

**NOTE:** The Step II meeting regarding any grievance may be omitted by mutual agreement.

**Section 7.05.A (continued)**

3. Step III - (Dismissal grievances only) Department AVP (or equivalent title/skip level organizations) and Local President or either of their designated representatives. Two (2) paid Union representatives designated by the Local may attend this meeting to attempt to resolve the grievance.

**NOTE:** If the Step II meeting regarding the dismissal of a Regular or Term employee has been omitted, a maximum of three (3) paid Union representatives designated by the Local may attend the Step III meeting.

**B.** A grievance involving matters other than discipline will be presented as follows:

1. Step I - To the manager who approved the action. Two (2) paid Union representatives designated by the Local may attend this meeting. If the grievance is not resolved, it will be referred to:
2. Step II - The next level of management above the manager who heard the grievance at Step I (no lower than District Level or higher than Department Vice President or equivalent title/skip level organizations) and Local President or either of their designated representatives. Three (3) paid Union representatives designated by the Local may attend this meeting to attempt to resolve the grievance.

**C.** A non-disciplinary grievance that involves one (1) action that affects multiple employees in geographical jurisdictions represented by more than one Union Local will be considered as an Executive Level grievance and be presented as follows by the National Union to Labor Relations:

1. To Labor Relations. A Labor Relations manager, a representative from the National Union, a Company-designated representative from the Department and a Union-designated Bargaining Committee member may attend this meeting to attempt to resolve this grievance. The Union-designated Bargaining Committee member will be paid in accordance with Article 3, Section 3.02. On a case by case basis when necessary, a Local Union representative may attend the meeting.
2. Management will hold the Executive Level grievance meeting within thirty (30) calendar days of receipt of the Union's written presentation.
3. Following the Executive Level Meeting, Labor Relations will send an Executive Level Company position letter to the Union in accordance with Section 7.07.
4. If the grievance is not resolved, it may be escalated to arbitration by the Union in accordance with Section 7.10E.

**D.** One non-disciplinary grievance regarding a single action or decision by management involving multiple employees in a geographical jurisdiction represented by one Union Local may be filed in accordance with Section 7.05B1.

**Section 7.05 (continued)**

**E.** Step I Grievances will be processed according to the following method:

**1.** Prior to the Step I Meeting

- a.** The Union's written presentation of the grievance to management will include the nature of the grievance; the date of the occurrence; the contractual article/section alleged to have been violated, if applicable, or if not applicable, the source of the alleged violation (e.g., MOA name or number, discipline, documentation); the name of the grievant; and the remedy sought. Presentation must be made in accordance with the time limits stated in Section 7.04.
- b.** Management will provide the Union with any information and/or reasons used as a basis for the grieved action no later than ten (10) calendar days following presentation of the grievance. This requirement to share information and/or reasons for the grieved action applies whether or not a Step I meeting is held.

**2.** Holding the Step I Meeting

- a.** Management will hold the meeting within fifteen (15) calendar days following presentation of a grievance.
- b.** Both parties should make every effort to ensure that a Step I meeting is held. However, in those circumstances where a Step I meeting is not held within fifteen (15) calendar days, as stated in Section 7.05E2a and no mutual agreement to extend the time limit is reached, or where there is mutual agreement to omit the Step I meeting, the grievance shall be considered denied by management and will then be escalated to Step II of the Grievance Procedure.

NOTE: If the Step I meeting is not held, management is required to provide the information specified in Section 7.05E1b.

**3.** Following the Step I Meeting

- a.** Management will inform the Union of the Company's position and rationale at the conclusion of the Step I meeting.

**F.** Step II grievances will be processed according to the following method:

**1.** Prior to the Step II Meeting

- a.** The Union will notify the Company in writing of its intent to escalate the grievance to Step II within thirty (30) calendar days following the Step I meeting, or the date when the Step I meeting should have been held as stated in Section 7.05E2a.

**Section 7.05.F.1 (continued)**

- b. The Union's failure to notify the Company, of its intent to escalate the grievance, within the time limit stated in Section 7.05F1a, will result in the grievance being considered withdrawn from the Grievance Procedure.

**2. Holding the Step II Meeting**

- a. Management will hold the Step II grievance meeting within thirty (30) calendar days of receipt of the Union's written intent to escalate the grievance.
- b. Failure to hold the Step II meeting within the time limit stated in Section 7.05F2a, or when no mutual agreement to extend the date has been reached, will result in the grievance being deemed as settled in favor of the Union. However, the settlement cannot exceed what an arbitrator would have awarded under Sections 7.12 and 7.14.

**3. Following the Step II Meeting**

- a. Management will send the Step II Company position to the Union and the appropriate Labor Relations Director, in accordance with Section 7.07, at the final disposition of the Step II meeting for grievances involving issues other than dismissal.
- b. Management will inform the Union of the Company's position and rationale at the conclusion of all Step II meetings involving dismissal grievances.

**G. Step III grievances (DISMISSAL GRIEVANCES ONLY) will be processed according to the following method:**

**1. Prior to the Step III Meeting**

- a. The Union will notify the Company in writing of its intent to escalate the grievance to Step III within thirty (30) calendar days following the final disposition of the Step II meeting or the date it was mutually agreed to omit the Step II meeting.
- b. The Union's failure to notify the Company of its intent to escalate the grievance, within the time limits stated in Section 7.05G1a, will result in the grievance being considered withdrawn from the Grievance Procedure.

**2. Holding the Step III Meeting**

- a. Management will hold the Step III grievance meeting within thirty (30) calendar days of receipt of the Union's written intent to escalate the grievance.

**Section 7.05.G.2 (continued)**

- b. Failure to hold the Step III meeting within the time limit stated in Section 7.05G2a or when no mutual agreement to extend the date has been reached, will result in the grievance being deemed as settled in favor of the Union. However, the settlement cannot exceed what an arbitrator would have awarded under Sections 7.12 and 7.14.

**3. Following the Step III Meeting**

Management will send the Step III Company position to the Union and the appropriate Labor Relations Director in accordance with Section 7.07.

- H.** Pending final settlement of the grievance, the Companies shall not thereafter deal directly with the employee concerning said grievance without Union concurrence, but shall deal directly with the Union representative.

**Section 7.06 SHARING INFORMATION**

- A.** During the Step I meeting, the Companies and the Union will identify appropriate areas of concern. During Step I and Step II meetings, the Companies and the Union will share facts deemed relevant to the grievance by either party.

- B.** Disputes over relevancy of information and photocopies will be resolved as follows:

- 1. The request should be presented in writing to the manager. If the dispute is not resolved at this level within seven (7) calendar days, it shall be referred to:
- 2. The Local Union Officer and District Manager level. If not resolved at this level within seven (7) calendar days, it shall be referred to:
- 3. The National Union Representative and Labor Relations Director level. If not resolved at this level within seven (7) calendar days, the Union may elect to:
- 4. Arbitrate the issue under the provision of Section 7.10.

- C.** The Companies reserve the right to charge the Union for the cost of the photocopies including the wages of the operator of the copying equipment in the event the volume of requests become substantial.

**Section 7.07            COMPANY POSITION**

The Step II or Step III or Executive Level Company position (as described in 7.05C3, 7.05F3 and 7.05G3) shall be sent by certified mail to the National and Local Union in writing within five (5) calendar days of the final Step II or Step III or Executive Level grievance meeting. A copy will also be sent to the appropriate Labor Relations Director.

**Section 7.08            UNRESOLVED UNION PRESENTED GRIEVANCES**

Any grievance not resolved under Subsections 7.05A and 7.05B may be taken to arbitration under the provisions of Sections 7.10 or 7.15.

**Section 7.09            EMPLOYEE PRESENTATION**

- A. An employee may present his or her grievance to the employee's immediate supervisor within thirty (30) calendar days from the first occurrence, and to other successive levels of management up to and including the Department Manager (or authorized representative) as may be required to resolve the grievance without Union intervention.
- B. The resolution of an employee grievance may not be inconsistent with the terms of this Contract. A Union representative will be given an opportunity to be present at the resolution of any employee grievance concerning the interpretation or application of the terms of this Contract.

**Section 7.10            ARBITRATION PROCEDURES**

Arbitration cases should be minimal due to effective use of the Problem Resolution Procedures. Arbitration should result in timely awards.

- A. If the Union is not satisfied with the Companies' decision at the final meeting in the grievance procedure, the Union may request that the grievance be arbitrated.
- B. Any Regular or Term employee dismissed for just cause may have his or her case considered under the Arbitration Procedures. However, the question as to whether a Regular or Term employee with less than twelve (12) months' net credited service was dismissed without just cause will not be eligible for arbitration.
- C. The National Union will notify the Labor Relations Director, in writing, of its desire to meet on the grievance within thirty-five (35) calendar days of receipt of the Step II or Step III Company position letter as described in Section 7.07 above. The meeting between Labor Relations and the National Union will be held within fifteen (15) calendar days of receipt of the written notice. The National Union may elect to waive this meeting and, within the same thirty-

**Section 7.10.C (continued)**

five (35) calendar day time limit, notify the Companies of its intention to arbitrate the grievance as specified in 7.10D below. If the Union fails to send either written notice within the time limit stated (35 calendar days), and no mutual agreement to extend the time limit has been reached, the grievance will be considered withdrawn from the grievance process.

- D.** The Labor Relations Director, or designated representative, will send the final Company position letter to the National Union within five (5) calendar days of the National Union/Labor Relations meeting. Within thirty (30) calendar days following the National Union's receipt of the Companies' final position letter, as described in this Section 7.10D, the Union will notify the Companies in writing of its intention to arbitrate the grievance. This notice will specify the issues involved in the grievance and remedy requested. Specifically it will clarify the Union's original written presentation of the grievance to management. This clarification will define the nature of the grievance; the date of the occurrence; the contractual article/section alleged to have been violated, if applicable, or if not applicable, the source of the alleged violation (e.g., MOA name or number, discipline, documentation); the name of the grievant; and the remedy sought for the purposes of arbitration, expedited arbitration and mediation.

If the Union does not notify the Companies in writing of its intention to arbitrate the grievance within the time limit stated (30 calendar days), and no mutual agreement to extend the time limit has been reached, the grievance will be considered withdrawn from the grievance process.

- E.** Within thirty (30) calendar days following the National Union's receipt of the Companies' Executive Level position letter, as described in Section 7.07 above, the Union will notify the Companies in writing of its intention to arbitrate the Executive Level grievance.

If the Union fails to notify the Companies in writing of its intent to arbitrate the grievance within the time limit stated above and no mutual agreement to extend the time limit has been reached, the grievance will be considered withdrawn from the grievance process.

- F.** The first day of the arbitration hearing will be held within six (6) months from the date of the Union's notification in writing of its intent to arbitrate the grievance. If the arbitration request involves an employee's dismissal and the six (6) month time limit is exceeded, the period used for computation of any back pay liability for the Company shall not exceed a date six (6) months from the date of the Union's notification of intent to arbitrate the dismissal issue, except when the time limit has been extended by mutual agreement.

**Section 7.11      ARBITRATOR**

- A.** A panel of arbitrators shall be established by the parties for hearing expedited and regular arbitration cases. Upon receipt of the Union's intent to arbitrate, each case will be automatically assigned to an available arbitrator. The first case so heard under this procedure shall be assigned to the arbitrator appearing first on the panel. Subsequent arbitration requests shall be assigned to other arbitrators in the order of their sequential assignment to the panel. If an arbitrator notifies the parties that he or she is unable to accept a case, it will be referred to the next arbitrator on the panel.
- B.** Whenever any arbitrator's pending arbitration requests exceed three, additional requests which would otherwise be assigned to him or her in the order of rotation shall be referred to the next arbitrator on the panel.
- C.** All eligible grievances shall be handled as follows:

  - 1.** Request from the arbitrator, at the time of appointment, two or three proposed alternative hearing dates for hearing days within six (6) months from the date of the Union's notification of its intent to arbitrate. If the arbitrator cannot provide a hearing date within the six (6) month time frame, the parties shall proceed through the remaining arbitrators, in order of appearance, until a hearing date can be scheduled in accordance with the time limits of this Section.
  - 2.** The designated representatives of the Companies and of the Union shall promptly agree on a hearing date, secure a firm commitment on the hearing date from the arbitrator and schedule the hearing in accordance with regular procedures.
  - 3.** If the parties can't agree on a proposed date, then the arbitrator shall schedule a hearing date within the six (6) month time frame.
- D.** Grievances involving the suspension of an individual employee or a grievance involving the dismissal of a Regular or Term employee may be handled in accordance with the Expedited Arbitration provisions of Section 7.15 by mutual agreement of the Labor Relations Director and the designated representative of the National Union, except for 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 actions.



**Section 7.12 POWER OF THE ARBITRATOR**

- A.** The Arbitrator has no authority to add to, subtract from, or otherwise modify the provisions of the Contract.
- B.** If the Arbitrator finds that a dismissal was made without just cause, the Arbitrator will either:
  - 1.** Reinstatement of the employee with back pay computed in accordance with Section 7.14 as limited by Section 7.10F; or
  - 2.** Reduce the dismissal to a suspension and reinstate the employee without back pay for the period of suspension set by the Arbitrator as limited by Section 7.10F.

**Section 7.13 ARBITRATOR'S DECISION**

- A.** Except as provided in Expedited Arbitration, Section 7.15, the Arbitrator will render a decision within thirty (30) calendar days from the date the matter is submitted.
- B.** All decisions within the power of the Arbitrator will be final and binding on all parties.
- C.** Decisions rendered under the provisions of Expedited Arbitration, Section 7.15, will 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.

**Section 7.14 EFFECT OF RESOLUTION**

- A.** Where employees are reinstated with back pay, the employees will receive their regular rate of pay for the time lost, but not for suspension time under Section 7.12B2 as limited by Section 7.10F. They will also receive reimbursement for any actual expenses incurred and paid by the employees during the period of dismissal which would have normally been paid by the Companies' Medical, Dental, or Vision Plans. Amounts paid to employees will be reduced by an amount equal to the total of the termination or layoff allowance received from the Companies at the time of dismissal, and any wages earned in other employment. Pacific Bell employees will be liable to the State of California, Employment Development Department for overpayment of unemployment benefits received since date of dismissal. Nevada Bell employees will likewise be liable to the State of Nevada, Employment Security Department for such overpayments.
- B.** In the event a grievance is arbitrated under the provisions of Expedited Arbitration, Section 7.15, any awarded back pay liability shall be computed in accordance with the provisions as expressed in Sections 7.12B1 and 7.12B2, as limited by Section 7.10F.

**Section 7.15            EXPEDITED ARBITRATION PROCEDURE**

The procedure for Expedited Arbitration will be as follows:

- A.**     A written stipulation of all facts not in dispute may be submitted to the Arbitrator prior to the hearing.
- B.**     The hearing will be informal without rules of evidence and without a transcript. However, the Arbitrator will satisfy himself or herself that the evidence submitted is of a type on which he or she can rely, that the hearing is fair in all respects and that all facts necessary to a fair settlement and reasonably obtainable are brought before the Arbitrator.
- C.**     Each party may submit a brief written summary of the issues raised at the hearing and arguments supporting its position within five (5) working days after the hearing.
- D.**     The Arbitrator will render his or her decision within five (5) working days after receiving the briefs. He or she will provide the parties a brief written statement of the reasons supporting the decision.

**Section 7.16            ARBITRATION EXPENSES**

The compensation and expenses of the Arbitrator and the general expenses of the arbitration will be borne by the Companies and the Union in equal parts. Each party will bear the expense of its representatives and witnesses.

**Section 7.17            TIME LIMITS**

The time periods specified in the grievance and arbitration procedures will be calendar days except for Section 7.15 and may be extended by mutual agreement.

**Section 7.18            MEDIATION**

- A.**     A grievance that has been appealed to arbitration in accordance with Section 7.10 may be presented at a mediation conference before it is scheduled for arbitration, except when either party requests that mediation be bypassed.
- B.**     Within six (6) months of the Union's request for arbitration, the parties will schedule a mediation conference to be held at the earliest available date of a mediator mutually agreeable to both parties. The mediation conference will normally be held in either a Company or Union facility. Should the availability of a mediator unnecessarily delay the processing of the grievance in the opinion of either party, either party may request that the mediation step be bypassed and the grievance be scheduled for arbitration.

**Section 7.18 (continued)**

- C.** The spokesperson for the Company will normally be a Staff Manager - Labor Relations. An Area Representative - Communications Workers of America will normally represent the Union. An attorney will not be used by either party at the mediation conference. The number of employees who shall suffer no loss in pay under Article 3, Section 3.02 of the Contract shall be no more than two (2). Should additional employees be necessary for the complete discovery of facts at the conference, the parties will agree in advance on the number of additional employees who will attend the conference and suffer no loss in pay under Section 3.02.
- D.** The representatives of the parties are encouraged, but not required to present the mediator with a brief written statement of the facts, the issue and the arguments in support of their respective positions. If such statement is not presented in written form, it shall be presented orally at the beginning of the mediation conference.
- E.** The mediation conference will normally be attended by the grievant, the Local President, the grievant's supervisor and District Level Manager. Attendance at the mediation conference shall be limited to those people actually involved in the mediation conference.
- F.** 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. The mediator may, however, retain one copy of the written grievance, to be used solely for purposes of statistical analysis.
- G.** Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that which has been presented in the grievance proceedings. However, the issue mediated will be the same as the issue the parties have tried to resolve through the grievance process. The rules of evidence will not apply, and no record of the mediation conference shall be made.
- H.** The mediator will have the authority to meet separately with Company or Union representatives, but will not have the authority to compel the resolution of a grievance.
- I.** The Company and Union spokespersons at the mediation conference may accept the resolution proposed by the mediator and such settlement or any other settlement resulting from the conference shall not be precedent-setting for other cases or grievances and may not be cited in any other proceeding between the parties. 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 grounds of his or her advisory opinion.

**Section 7.18 (continued)**

- J.** If no settlement is reached at the mediation conference, the grievance will be heard in arbitration in accordance with provisions expressed in Section 7.10. Such hearing will be held within six (6) months of the date of the mediation hearing. 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 arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Any settlement proposal made by either party at the mediation conference shall not be referred to at the arbitration hearing.
- K.** The mediator shall conduct no more than three (3) mediation conferences per day. The fee and reasonable expenses of the mediator will be shared equally by the parties.
- L.** In the event that the mediation of a grievance is scheduled, and then postponed or canceled, the parties shall remain liable for the fee specified in Section 7.18K, unless another grievance is substituted for that grievance postponed or canceled.

**Section 7.19           DISMISSALS**

- A.** The Companies agree that no employee will be dismissed without a full and complete investigation by department supervision. The Companies recognize the right of the Union to assist an employee who has been suspended pending investigation, or who has been given notice of dismissal, or who has been dismissed, in presenting and/or appealing the employee's case to the Companies.
- B.** When it is necessary to dismiss an employee, the employee must be paid in full immediately for all time due. Every employee who is dismissed will be paid at the place of dismissal.

**NOTES**

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## ARTICLE 8

### LAYOFFS

#### Section 8.01 LAYOFFS

- A. The National Union will be notified in writing in the event that any of the Companies deems it necessary to lay off Regular employees due to a change that will materially alter that Company's Business Plan achievement, as described in Article 2, Employment Security, Section 2.01.
- B. Employees who are still surplus after having been given the opportunity to accept reassignment as described in the Force Movement process will be laid off in inverse seniority order of net credited service.
- C. Regular employees who are laid off will be paid a layoff allowance determined as to amount by their net credited service and basic weekly wage rate at the time of leaving the service, in accordance with the table below:

YEARS OF NET CREDITED SERVICE	NUMBER OF WEEKS AT CURRENT BASIC WAGE RATE*
Less than 6 months	0
6 months but less than 2 years	1
2 years but less than 3 years	2
3 years but less than 4 years	3
4 years but less than 5 years	4
5 years but less than 6 years	6
6 years but less than 7 years	8
7 years but less than 8 years	10
8 years but less than 9 years	12
9 years but less than 10 years	16
10 years but less than 11 years	20
11 years but less than 12 years	24
12 years but less than 13 years	28
13 years but less than 14 years	32
14 years but less than 15 years	36
15 years but less than 16 years	40
16 years but less than 17 years	44
17 years but less than 18 years	48
18 years but less than 19 years	52
19 years but less than 20 years	56
20 years but less than 21 years	60

\*Includes all applicable differentials

For employees with twenty-one (21) or more years of net credited service, an additional four (4) weeks' pay at the current wage rate will be made for each additional completed year of service.

**Section 8.01.C (continued)**

1. For Regular part-time employees, the amount of layoff allowance is determined by reducing the employee's basic weekly wage rate in proportion to the average number of hours worked to the average number of full-time hours applicable to the tours within which the hours were worked during the twenty-six (26) weeks immediately preceding the layoff.
  2. Any vacation payment to which the employee is eligible will be made in addition to the layoff allowance.
- D.** If an employee who has received a layoff allowance is recalled or reengaged, and the number of weeks since the effective date of leaving is less than the number of weeks' pay upon which the layoff allowance was based, exclusive of any payment in lieu of vacation, the amount paid to the employee for the excess number of weeks will be considered as an advance to the employee by the Companies. Repayment of this amount will be made at the time of reemployment, or through payroll deductions in each payroll period at the rate of at least ten (10) percent per week of the employee's basic weekly wage rate, with the entire amount to be repaid within twelve (12) months of the date reemployed.
- E.** If an employee who has been laid off and given a layoff allowance is subsequently recalled or reengaged and again laid off, the layoff allowance in the case of the second layoff or of any subsequent layoff will be based on the employee's net credited service, less any prior layoff allowance received and not refunded to the Companies. However, no deduction will be made from the second or subsequent layoff allowance if the employee has been back at work for at least twenty- four (24) months since the date of reemployment.
- F.** Employees specifically designated as surplus and laid off will retain certain recall rights for twenty-four (24) months following the date they left the work group. Recall rights will be administered as follows:
1. Surplus employees who are laid off must submit a form provided by the Companies if they wish to be recalled from layoff. On this form, employees may express their preferences for reassignment or placement after recall. They may designate any job titles for which they are qualified as the job titles in which they wish to be placed should vacancies occur. Employees may also designate as many work locations as they wish for placement consideration. These location designations may be as specific (e.g., a building) or as general (e.g., a city or an entire geographical area) as the employees desire. The employees' preferences may be modified by the submission of a revised form as often as they wish during the twenty-four (24) month period that the employees retain their individual recall rights. Employees laid off under the terms of this Section must keep the Companies informed of the address where they can be reached.

**Section 8.01.F (continued)**

2. Laid off employees will receive placement priority as described in Section 2.04B1b.
3. A given employee shall receive only one (1) job offer for a position in the employee's previous work group. The employee will receive only one (1) job offer for a position in the same job title in one (1) work location within a headquarters which the employee requested. The employee will receive a maximum of two (2) job offers in any other job titles for which the employee is qualified. If an employee refuses to accept the one (1) job offer made in either of the first two (2) cases described above or refuses to accept two (2) offers made in the last case, the employee will receive no other job offers.

IF THE EMPLOYEE IS OFFERED	THEN
1. A job in his/her previous work group	no other job offers will be made.
2. A job in the same title in one (1) work location which he/she requested	no other job offers will be made.
3. A job in any other title(s) (than the one held by the employee at the time he/she was displaced) and declines	the employee will be entitled to one (1) more job offer from either 1, 2, or 3.

4. Whenever an employee receives a job offer as described in Section 8.01F3, the employee has three (3) calendar days from the date of the offer in which to accept or reject the job offer. If the employee accepts a job offer, the employee has fifteen (15) calendar days from the date of acceptance to report to work. Failure to report to work within this period will result in the termination of the job offer and the employee will forfeit all recall rights.
5. Laid off employees recalled to a position as described in Section 8.01F3 will not be entitled to relocation benefits.



## NOTES

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## ARTICLE 9

### OCCUPATIONAL SAFETY AND HEALTH

**Section 9.01** Safety is a mutual concern to the Companies and the Union. The Companies and the Union recognize and appreciate that a healthy and safe work environment is in the best interests of the parties and encourage the involvement and participation of employees/Union members in safety and health activities. In order to accomplish this goal, the parties agree to the following:

- A. Pacific Bell and Nevada Bell will establish with the Union *one (1)* Joint Committee on Occupational Safety and Health (JCOSH). *The JCOSH Committee* shall consist of *five (5)* Union appointed representatives and *four (4)* Company appointed representatives. The JCOSH *Committee* shall be established within thirty (30) days after the ratification of this Contract. *The JCOSH Committee* shall:
1. Consider and examine appropriate suggestions from the Union and/or Company which would enhance ongoing health and safety programs.
  2. Make recommendations on health and safety issues to the Company/Union Bargainers, including recommendations on such subjects as surveys and studies. The JCOSH does not have the authority to formulate policy nor enter into agreements on subjects which require collective bargaining. The JCOSH is, however, encouraged to make recommendations to Company officials responsible for health and safety matters, who may in turn authorize the JCOSH to implement recommendations, if appropriate.
  3. Facilitate management and union discussion on local and statewide safety issues by encouraging open and forthright discussions at the Business Unit level. Local and statewide health and safety committees shall keep the JCOSH informed and work with the JCOSH on issues of mutual concern.
  4. Meet at least quarterly; however, more frequent meetings may be held by mutual consent of the members of the JCOSH. Minutes of each JCOSH meeting shall be prepared and distributed as determined by the Company and Union bargaining spokespersons.
- B. Employees of the Companies who are members of the JCOSHs will be paid for all meetings in accordance with the provisions of Section 3.02 of this Contract.

**Section 9.01 (continued)**

- C. Local safety committees may be established and maintained when both the Local Management and the Local Union mutually agree.

Employees of the Companies who are members of a local safety committee will be paid for all meetings in accordance with the provisions of Section 3.02 of this Contract.

ARTICLE 10

CONCLUSION

**Section 10.01** This Contract shall become effective as of April 10, 2016, and shall continue in effect until 11:59 P.M., (Pacific Standard Time) April 4, 2020. Negotiations on a new Contract shall begin not earlier than sixty (60) days prior to such termination. It is the intention of the parties with respect to the collective bargaining of future contracts replacing this or any subsequent wage, hours, and working conditions contract to conduct their negotiations thereon in such a manner as to reach a new agreement on or before the termination of this present Contract.

IN WITNESS WHEREOF, the parties have caused this consolidated Contract to be signed this 12th day of July 2017, pursuant to the Memorandum of Agreement executed on July 12, 2017.

COMMUNICATIONS WORKERS OF AMERICA

THE COMPANIES

Agreed:

Ellen Went  
Area Director - District 9

Agreed:

Jim Hada  
Director- Labor Relations

Art Stz

[Signature]

Jam Suss

Joanne M. Chan

Marisa Remski

Judy Luttell

Andy Vely

John Wimm

[Signature]

[Signature]

Alexander de

[Signature]

[Signature]

ARTICLE 10



## APPENDIX A

### WORKING CONDITIONS

#### Section A1 – California and Nevada

The working conditions covered in this Section apply to employees of the Companies who are represented by the Communications Workers of America in the following organizations: ABS Customer Service, Advertising & Publishing, AT&T Labs, AT&T Messaging, Consumer Markets, Diversified Businesses, Corporate External Affairs, Finance, Global Network Operations, Global Operations and Process Engineering, Local Network Services, AT&T Services, Inc., Human Resources, Corporate Real Estate, Information Technology, Network Planning & Engineering, Supply Chain and Fleet Operations as determined by geographic headquarters assignment to be in California and Nevada, having the title classifications listed below:

#### Section A1.01 TITLES AND APPLICATIONS

Accounting Associate	Human Resources Operations Associate
Analyst	Maintenance Administrator
Antenna Technician	Maintenance Administrator Bilingual
Assignment Administrator	Maintenance Notification Associate (PBIS MNG only)
Building Mechanic	Medical Assistant
Building Specialist	Messenger (Motorized)
Cable Locator	Network Maintenance Specialist
Collector	Operations Administrator
Combination Technician (Nevada Only)	Operations Specialist
Communications Technician	Outside Plant Technician
Company Telecommunications Technician	RCMA Administrator
Customer Service Associate	Reports Associate
Data Administrator	Services Specialist
Data Specialist	Services Technician
Driver	Splicing Technician
Engineering Administrator	Staff Associate
Engineering Assistant	Supervisor's Assistant
Engineering Cost Associate	Supply Services Attendant
ENOC Technician	Supply Specialist (Nevada Only)
Equipment Installation Technician	Systems Technician
Equipment Specialist	Systems Technician – Data Communications
Facilities Administrator	Testing Technician
Facilities Specialist	
Facilities Technician	
FACS Administrator	
Field Job Administrator	
Garage Attendant	
Garage Mechanic	

## **Section A1.02      HOURS OF WORK**

- A.** Eight (8) consecutive hours of work exclusive of a meal period intermission shall constitute a tour, except as provided in Section A1.02I. Four (4) consecutive hours shall constitute a half-tour.
  - 1.** A regular tour is the eight-hour work period which is assigned by the Company within a shift and which the employee normally works.
  - 2.** A scheduled tour is the eight-hour work period within a shift an employee is scheduled to work on a particular day as provided in Section A1.03.
  - 3.** All tours or half-tours will be considered as falling within the calendar day on which the tour or half-tour commences.
  
- B.** A regular shift (day, evening or night) is one assigned to an employee for a period of two (2) weeks or more, except that training assignments, vacation reliefs or training reliefs of one (1) week or more are regular shifts. Vacation reliefs shall include any additional days which the employee being relieved may take immediately preceding or following the vacation allowed under Article 6, Section 6.02. A scheduled shift is the one within which an employee's scheduled tour falls.
  
- C.** The day shift includes tours starting at or after 6:00 A.M. and prior to 12:00 noon. Normal working hours shall be eight (8) consecutive hours, starting at 8:00 A.M., exclusive of meal period intermission.
  
- D.** The evening shift includes tours starting at or after 12:00 noon and not later than 7:00 P.M.
  
- E.** A night shift includes tours starting after 7:00 P.M. and prior to 6:00 A.M. No tour shall be scheduled for a period of two (2) weeks or more, which starts later than 12:00 midnight or before 5:00 A.M.
  
- F.** The hours of work for all employees shall start and finish at any location designated by their supervisor and in accordance with the provisions of the following:
  - 1.** When the designated starting point of work is within the employees' specified limits, their working hours shall start and finish:
    - a.** At designated job locations for non-motorized splicing crews.
    - b.** At Company-owned or rented premises or at customers' premises (P.B.X. locations, sub-storerooms, etc.) for all other employees.
  - 2.** Travel time will be computed as provided for in Article 5, Section 5.05C2.

**Section A.1.02.F (continued)**

3. When employees are away from headquarters and the location is such that there are no specified limits, their working hours shall start and finish at the camp, hotel or garage designated by the supervisor.
  4. The specified limits referred to in this Section are defined in Section A1.04.
- G.** When an employee is being transferred at the direction of the Company to a new headquarters or moved from one job location to another, travel time excluding regular meal periods, shall be considered as time worked, except that when sleeping accommodations on commercial transportation are furnished, travel time falling outside the employee's scheduled tour, or if not scheduled, the employee's regular tour, shall not be paid for.
- H.** Meal period intermission shall normally be one (1) hour. Generally, meal period intermissions of less than one (1) hour shall be on the basis of an entire work group in the same title classification at a particular work location as determined by the Company and the Local Union. Where the Company deems it desirable to implement meal periods of different lengths, the change will be negotiated with the Local Union.
- Meal period intermission may be reduced by mutual agreement between the employee and the supervisor.
1. In those cases where an employee's scheduled meal period is reduced, the employee shall be compensated at the rate of time and one-half (1-1/2) for the portion of the scheduled meal period the employee works. If the employee prefers, his or her schedule shall be adjusted to reflect the reduced meal period and earlier quitting time.
  2. In those cases where the employee requests the change, no premium payments will be involved.
- I.** Employees working evening and night shifts, and employees working on day shifts where the needs of the service require it in the judgment of the Company, shall be granted a reasonable meal period on Company time. Employees must not leave their work without approval of their supervisors.
- J.** The normal workweek shall consist of five (5) scheduled tours or the equivalent in tours and half-tours within a calendar week (Sunday to Saturday inclusive). Employees scheduled to work on Sunday shall be scheduled four (4) additional consecutive days. Any hours assigned in excess of the normal workweek are non-scheduled hours.



**Section A1.03      WORK SCHEDULES**

- A.** A work schedule is the notification to employees of their scheduled work time.
- B.** Work schedules shall be posted to show the normal week, scheduled Sundays, shift (day, evening or night) and hours. Such schedules shall cover not less than a two-week period and shall be posted at least forty-eight (48) hours prior to the start of such period. When work schedules are posted to cover periods of more than two (2) weeks, the first two-week period shall be considered the basic period for determining an employee's regular shift. Each succeeding two-week period shall become the basic period forty-eight (48) hours prior to the start of such two-week period.

  - 1.** The posted work schedule for any such two-week period shall not be changed less than forty-eight (48) hours before the start of the particular two-week period, except as hereinafter provided in this Contract.
  - 2.** Work schedules will not be posted for employees who normally work the same hours within the day shift, Monday to Friday, inclusive.
  - 3.** Schedules shall be posted in a place accessible to employees involved and shall remain posted during the period covered by such schedule and held available to employees for a period of one (1) year.
- C.** In no case shall less than a half-tour be scheduled as a part of the normal workweek.
- D.** Except as provided for in Article 5, Section 5.01I and Section 5.04H of this Contract, unless an employee is given at least forty-eight (48) hours' notice of a change in the days or hours the employee is scheduled to work, the employee will be permitted to work the days or hours originally scheduled and any other time which the employee is required to work shall be in addition to that originally scheduled.

The foregoing paragraph will not apply under the following conditions:

- 1.** When changes in days to be worked are made at the employee's request, with the approval of supervision.
- 2.** When changes are made between day, evening or night shifts for which a premium is paid.
- 3.** When an employee is scheduled to work and is excused with pay.

**Section A1.04 HEADQUARTERS AND SPECIFIED LIMITS**

- A. Headquarters as used in this Section is the territory within the base rate area of an exchange, for example, Los Angeles, Glendale, San Pedro, etc., in which an employee is regularly assigned to work.
- B. Specified Limits as used in this Section is the headquarters boundary, except that within the Los Angeles Headquarters the specified limits shall be identical with the zone boundaries. Zones shall consist of the territory within the base rate area boundary included within the following office boundaries:

ZONE A

Angelus - 3434 E. 4th  
Capitol - 2445 Daly  
Clinton - 1207 N. Ave. 56  
Madison - 433 S. Olive

ZONE C

Dunkirk - 720 S. Rampart  
Hollywood - 1429 N. Gower  
Huntley - 111 N. Union  
Melrose - 8075 Melrose  
Normandy - 1255 N. Vermont  
Sunset - 7323 Sunset  
Webster - 666 S. La Brea

ZONE B

Adams - 501 E. Vernon  
Axminster - 3233 W. Vernon  
Lorain - 9420 Long Beach Blvd.,  
South Gate  
Ludlow - 6822 Santa Fe,  
Huntington Park  
Pleasant - 6900 S. Vermont  
Plymouth-10600 S. Vermont  
Republic - 1935 W. Adams  
Richmond - 1900 S. Grand  
Spruce - 6931 Atlantic Ave., Bell

- C. All employees shall be assigned a headquarters. Headquarters for new employees may be assigned at the time hired or upon completion of initial training in formal Company schools.
- D. All employees assigned to the Los Angeles Headquarters shall also be assigned to the zone in which they regularly work.
- E. An employee's headquarters shall not be changed for a period of less than six (6) consecutive months, except when the change is made at the request of the employee.
- F. An employee's zone shall not be changed for a period of less than thirty (30) consecutive days, except when the change is made at the request of the employee.

**Section A1.05 OVERTIME AND PREMIUM PAYMENTS**

- A. When an employee has not been relieved for five (5) consecutive hours or more during the twenty-four (24) hours immediately preceding a period of work, whether scheduled or extra time, the employee shall be paid at the premium rate from the starting time of such period of work until relieved from duty.

**Section A1.05 (continued)**

- B. All time worked for a period beginning three (3) hours or more before the employee's scheduled tour, or if not scheduled, the employee's regular tour, and continuing until relieved from duty shall be paid for at the premium rate.
- C. The same conditions with respect to traveling time as covered in Article 5, Section 5.04K of this Contract will apply to all changes in starting time when the notification to the employee of such a change is made after 11:00 P.M. and prior to 6:00 A.M., unless such notification is given the employee while at work.
- D. When an employee is scheduled for a period of less than two (2) weeks to a shift other than the employee's regular shift, all hours worked shall be paid for at the premium rate, except as follows:
  - 1. When the employee requests a change for personal reasons, the straight-time rate, including any applicable differential, will be paid.
  - 2. An employee receiving a shift differential who is temporarily assigned to a day shift in connection with training assignments, vacation reliefs or training reliefs for a period of one (1) week or more but less than two (2) weeks, shall retain the shift differential but shall not receive premium pay for the change of shift. Such vacation relief shall be deemed to include any additional days which the employee on vacation may take immediately preceding or following the employee's vacation.
  - 3. An employee temporarily assigned to an evening or night shift in connection with training assignments, vacation reliefs or training reliefs for a period of one (1) week or more, shall receive the appropriate shift differential, but shall not receive premium pay for the change of shift. Such vacation relief shall be deemed to include any additional days which the evening or night shift employee may take immediately preceding or following the employee's vacation.
- E. The Company shall distribute the opportunity to work time which requires payment at premium rates as equitably as the needs of the service will permit. Representatives of the Company and the Union shall endeavor to determine the employee groups which are appropriate for this purpose. In the event of failure to reach agreement, final determination of the appropriate employee groups will be made by the Highest Level below Officer or an authorized representative. The provisions of this Section shall not be subject to arbitration.
  - 1. Lists shall be maintained on an accumulative basis for each appropriate employee group showing the distribution in terms of equivalent hours separately for 1) scheduled Sunday and holiday work and other scheduled work paid for at the premium rate; 2) all non-scheduled work. When time worked during an employee's normal workweek results in premium payments for a scheduled day, only the premium portion shall be included in the list. Such lists shall be made available in a place mutually agreeable for ready inspection by any employee in the group.

**Section A1.06 SENIORITY**

- A. Seniority, wherever used in this Contract, shall mean net credited service as shown by the records of the Company. If more than one (1) employee has the same Seniority date, the employee whose last four (4) Social Security Number digits comprise the larger number will be treated as if he/she were more senior. If two (2) employees with the same NCS date, also have the same last four (4) Social Security Number digits, revert to the middle two (2) digits of the Social Security Number to determine the most senior employee, with the higher number treated as most senior.
  
- B. A vacancy shall not be deemed to exist for:
  - 1. Any period of sickness or accident disability absence, or
  - 2. Leaves of absence not to exceed ninety (90) days, or other temporary absences not to exceed six (6) months, or
  - 3. Absences for formal training not to exceed one (1) year, or other training not to exceed nine (9) months, or
  - 4. In the case of relief assignments arising out of absences, as covered in 1, 2, or 3 of this Section.
  
- C. The Company shall take seniority into consideration in selecting employees for training. Nothing in this provision shall limit the Company's right to select employees for training who, in its judgment, are best qualified to receive such training. Neither the provisions of this Section nor their application shall be subject to arbitration.
  
- D. Seniority shall be considered in the assignment of hours within a shift among those qualified employees regularly assigned to the shift.
  
- E. Whenever two (2) or more shifts which carry the same premium payments are scheduled for the same day, employees scheduled to work such shifts by the Company may exercise a choice of shifts, at the time work schedules are prepared, in the order of their seniority provided their job qualifications, as determined by the Company, are adequate to meet the demands of the service.
  
- F. The provisions of this Section may be suspended by the Company when such action is required by the demands of the service. The phrase "demands of the service" means any or all requirements necessary to improve and protect the service, adjust the force between hours, shifts and locations, care for the training needs of the force and determine the qualifications of an employee for any assignment. The determination of the demands of the service rests with the Company. When any or all of the provisions of this Article have been suspended because of the demands of the service as herein defined, the Company will notify the Union as soon as practicable.

**Section A2 – Intentionally left blank**

**Section A3 DIVERSIFIED BUSINESSES WORKING CONDITIONS**

The working conditions covered in this Section apply to employees of the Companies who are represented by the Communications Workers of America in the following organization: Diversified Businesses, having the title classifications listed below:

**Section A3.01 TITLES AND APPLICATIONS**

**A. Central Office Employees:**

Central Office Associate  
Operator (All Classifications)  
Service Assistant  
Service Assistant - Bilingual  
Translations Operator

**B. Office and Clerical Employees:**

Analyst  
Data Administrator  
Data Specialist  
Office Associate  
Reports Associate  
Staff Associate  
Supervisor's Assistant

**C. Other Employees:**

Services Specialist

**Section A3.02 HOURS OF WORK**

**A.** Seven and one-half (7-1/2) hours, excluding meal intermissions but including relief periods, shall constitute a full tour of duty for employees with titles listed in Section A3.01A, except as provided in Subsections 1, 2, 3 and 5 following. Eight (8) hours, excluding meal intermissions but including relief periods, shall constitute a full tour of duty for all other employees.

- 1.** A tour of duty ending at 10:01 P.M., or after, but not all-night tours, shall be six (6) hours in length, including a half-hour combined relief and meal period, and shall be considered and treated as a full tour of duty.
- 2.** A tour of duty ending between 9:00 P.M. and 10:00 P.M., both inclusive, shall be seven (7) hours in length, excluding intermission for meals but including relief periods, and shall be considered and treated as a full tour of duty.

**Section A3.02.A (continued)**

3. A tour of duty ending between 8:00 P.M. and 8:59 P.M., both inclusive, for employees with a title listed in Section A3.01A shall be seven (7) hours in length, excluding intermission for meals but including relief periods, and shall be considered and treated as a full tour of duty.
  4. A tour of duty ending between 7:01 P.M. and 8:59 P.M., both inclusive, for employees with a title listed in Section A3.01C shall be seven and one-half (7-1/2) hours in length, excluding intermission for meals but including relief periods, and shall be considered and treated as a full tour of duty.
  5. An all-night tour of duty in offices where more than one employee is regularly scheduled for all-night duty shall be seven (7) hours in length, excluding intermission for meals but including relief periods, and shall be considered and treated as a full tour of duty. In offices where only one employee is regularly scheduled for all-night duty, all-night tours shall be seven (7) hours in length, including an on-duty meal period and relief periods and shall be considered as a full tour.
- B.** The basic workweek shall consist of five (5) full tours or the equivalent thereof within a calendar week. Weekly assignments for full-time employees shall consist normally of five (5) full tours. When necessary to meet service demands, weekly assignments may consist of four (4) full tours on certain days and two (2) half tours on other days. For Nevada employees, the work schedules shall cover not less than a two-week period and shall be posted at least forty-eight (48) hours prior to the start of such period.
- C. RELIEF PERIODS FOR CENTRAL OFFICE EMPLOYEES:**
1. Relief periods will be scheduled at exchanges regularly having a force of ten (10) or more Operators on duty in the busy hours.
  2. In exchanges where reliefs are scheduled, the relief periods will be for fifteen (15) minutes in each of the two (2) sessions of the seven (7), seven and one-half (7-1/2) hour tours and shall be given as near the middle of the session as practicable. No relief period shall start or end less than one (1) hour from the start or end, respectively, of any session.
  3. Scheduled reliefs will not be cancelled or curtailed except in case of emergency.
  4. At exchanges where reliefs are not scheduled, the management supervisor shall arrange as a regular routine for each employee to be granted a relief during each session of the employee's tour at a time which most closely suits the needs of the employee and the office. The length of such a relief shall be fifteen (15) minutes.

**Section A3.03 OVERTIME AND SUNDAY PAY PRACTICES**

**A. ASSIGNED OVERTIME AND SUNDAY PAY TREATMENT**

1. Time paid for but not worked on a holiday which falls Monday through Friday in the calendar week and time paid for but not worked on Personal Days Off, shall be included as time worked in the workweek. Time worked in excess of the basic workweek shall be paid for at the rate of one and one-half (1-1/2) hours' pay for each such hour worked, except that both overtime and Sunday or holiday payments shall not be made for the same hours worked. The following time shall not be included when determining time worked in excess of the basic workweek:
  - a. Time paid for but not worked, except holiday pay and Personal Day Off pay as provided in Section A3.03A1 above and time which is considered as time worked in accordance with Article 3, Section 3.02B3.
  - b. Time worked in excess of a full tour of duty on any day.
2. All Sunday work for employees having titles listed in Section A3.01A shall be distributed among employees of an office on a rotational assignment basis, except that the Company may require such employees to work as it deems necessary to meet the needs of the service. If there are sufficient employees regularly desiring Sunday work, employees may be excused from Sunday work.

**B. CALL-OUTS - ON A SCHEDULED WORK DAY**

The following shall apply when an employee covered by this Section is notified on the day of a scheduled tour that the employee's immediate services are required:

1. When employees are called for work which requires their immediate services, work time starts from time of notification and includes normal traveling time to home except when the employee continues to the end of a scheduled tour or half-tour, or the employee requests, and is granted time off with or without pay (in accordance with current office practices), in which case compensation ceases when the employee is relieved from duty and no time allowance shall be made for returning home.
2. When employees are notified that their immediate services are required, after having worked all or part of a scheduled tour, they shall be paid from the time of notification at the rates applicable (premium, holiday, straight-time, etc.) for a minimum period of two (2) hours including travel time to home.

**Section A3.03 (continued)**

**C. CALL-OUTS - ON A NON-SCHEDULED DAY**

The following shall apply when employees covered by this Section are notified on a non-scheduled day that their immediate services are required:

When employees are notified that their immediate services are required on other than a scheduled workday, they shall be paid from time of notification at the rates applicable (premium, holiday, straight-time, etc.) for a minimum period of two (2) hours including traveling time to home.

- D.** When travel time is paid under the provisions of Section A3.03B1 and Section A3.03C, employees shall be reimbursed for mileage.

**Section A3.04 SENIORITY**

- A.** Seniority, wherever used in this Contract shall mean net credited service, as shown by the records of the Company. If more than one (1) employee has the same Seniority date, the employee whose last four (4) Social Security Number digits comprise the larger number will be treated as if he/she were more senior. If two (2) employees with the same NCS date, also have the same last four (4) Social Security Number digits, revert to the middle two (2) digits of the Social Security Number to determine the most senior employee, with the higher number treated as most senior.
- B.** Equitable assignment of hours of work and vacation periods shall be made by allowing employees precedence in selection of assignments from the schedules in accordance with the order of their established seniority dates.
- C.** In making assignments in higher-rated non-management title classifications specified in Section A3.01, the Company will select the employee who, in its judgment, is best qualified for the assignment. When two or more employees are judged by management to be equally qualified, seniority shall determine the choice. The provisions of this Section may be referred to the grievance procedure set forth in Article 7, Section 7.05 but neither the provisions of this Section nor their application shall be subject to arbitration.
- D.** All seniority considerations are subject to the needs of the service, which include any and all requirements necessary to protect the service, to meet satisfactory adjustments and scheduling of the force, to care for training needs and to determine the qualifications of an employee for an assignment. Determination of the "needs of the service" rests solely with management.
- E.** For employees temporarily transferred between exchanges within the territorial limits of this bargaining unit, or into the territory covered by this bargaining unit, seniority in regard to selection of hours at the exchange to which they are transferred will start with the date of temporary transfer.



## **Section A3.05      DIFFERENTIALS**

- A.** An employee having a title listed in Section A3.01A who works an early morning tour beginning before 6:00 A.M., or an evening or night tour of duty shall receive the wage differential applying as shown below. The amount of wage differentials as specified in Appendix C, is for one (1) full tour of duty. The differential will be added to the basic wage rate in computing vacation, overtime, holiday and Sunday payments.
- 1.** If a tour to which a differential is applicable is worked as assigned, the full differential is payable.
  - 2.** If a tour to which a differential is applicable is not completed due to an employee's being excused, the full differential is payable if the remainder of the tour is paid for.
  - 3.** If a tour to which a differential is applicable is not completed due to an employee's being absent, whether excused or unexcused, and the remainder of the tour is not paid for, the differential payable will be the differential, if any, applicable at the end of the time paid for, except as provided herein:
    - a.** When an employee assigned to work a seven and one-half hour evening tour leaves the job and is paid to a time when an eight-hour differential is in effect, or when an employee assigned to work a seven-hour evening tour leaves the job and is paid to a time when a seven and one-half or eight-hour differential is in effect, or when an employee assigned to work a six-hour evening tour leaves the job and is paid to a time when a seven-hour, seven and one-half hour or eight-hour differential is in effect, the differential shall be the lowest differential applicable to the type of tour (seven and one-half, seven or six-hour) originally assigned.
    - b.** An all-night employee will receive the full night differential when absent part of the tour.
  - 4.** A full differential is payable for a part-time evening tour, and an uncompleted part-time assignment is subject to the same treatment accorded full-time assignments in Section A3.05A3.
  - 5.** For each day of paid vacation or each day of excused time paid for and of each paid holiday not worked, an employee will receive the normal daily differential as shown in Appendix C. Where an employee's assignments are such as to vary in the frequency and amount of differential paid, the assignments for the days on which the employee was absent will determine the differential to be paid, or, if no assignment has been made, the differential applying shall be determined as follows:

**Section A3.05.A.5 (continued)**

- a. The differential, if any, for paid days of a vacation week shall be that applicable to the first five (5) assigned workdays or paid days of the week preceding the start of vacation.
    - b. The differential for a day of excused time paid for or a paid holiday not worked shall be that applicable to the assignment on the corresponding day of the preceding calendar week. If the corresponding day of the preceding week was not an assigned workday, then the differential applicable to the last assigned workday, preceding the absent day or holiday, shall apply.
- B. Relief of an employee in a higher-rated title, other than as specified in Section A3.05B4 shall be compensated for by a daily differential, if such period of relief is half a tour or more and provided the relieving employee is qualified by training or experience, as determined by the Company, as follows:
  - 1. Three dollars (\$3.00) when an Operator relieves a Service Assistant, Service Assistant - Bilingual or Central Office Associate.
  - 2. Eight dollars (\$8.00) when a central office employee relieves an employee with any management title.
  - 3. Eight dollars (\$8.00) when an employee with a title listed in A3.01B relieves a management employee provided the relieving employee assumes all the duties of the relieved employee. Three dollars (\$3.00) when an employee with a title listed in A3.01B relieves a higher-rated employee also listed in A3.01B provided the relieving employees assumes all the duties of the relieved employee.
  - 4. The appropriate higher-rated title shall be assigned effective with the first day of duty relieving an employee having a higher-rated title when the relief assignment is:
    - a. On a full-time basis for at least five (5) full tours within a period of seven (7) consecutive days, or
    - b. planned to continue for four (4) consecutive weeks or longer and is for at least two and one-half (2-1/2) days per week, or
    - c. has been worked at least two and one-half (2-1/2) days per week for a period of four (4) consecutive weeks or more.
- C. An Operator who, for half a tour or more, operates the control position of a switchboard designed for Operator training shall be paid a daily differential in the amount of forty cents (\$.40) above the employee's basic wage rate.

**Section A3.05 (continued)**

- D. The differential specified in Section A3.05B and Section A3.05C will be added to the basic wage rate in computing payments for overtime work and time worked on holidays and Sundays. Such differentials shall not be added to the basic wage rate in computing payments for vacations, holidays not worked and other excused paid time.
- E. Services Specialists shall be paid in accordance with the applicable wage schedules included in Appendix C. Services Specialists who relieve employees carrying a higher job title will be paid in accordance with Article 4, Section 4.02 or Service Specialists who relieve a manager will be paid in accordance with Article 5, Section 5.02.

The relief differential specified above will be added to the basic wage rate in computing payments for overtime work and time worked on holidays and Sundays. Such differentials shall not be added to the basic wage rate in computing payments for vacations, holidays not worked and other excused paid time.

**DUTIES OF SERVICE ASSISTANT AND  
SERVICE ASSISTANT-BILINGUAL**

Conduct initial and supplemental training of Operators.

Provide console coverage to assist Operators, other employees and customers in the handling of calls, including emergency calls. Handle customer calls at an operating position in emergency conditions, when directed by management.

Take charge of the office when assigned, such as on Sundays, holidays or other periods or substitute in higher positions when directed by management.

Perform miscellaneous activities assigned by management, which may include:

1. Conduct actual work time studies.
2. Inform Operators of changes in operating practices and procedures.
3. Process emergency requests.
4. Check Operators on and off duty.
5. Perform miscellaneous ticket activities.
6. Analyze employees' operating skills to determine training needs.

**Section A3.05 (continued)**

The above outline covers generally the principal duties of the Service Assistant and Service Assistant-Bilingual. Other duties of the same general type customarily performed are not listed, and their exclusion shall not be construed as limiting the duties to the items listed above.

**Section A4**

The working conditions covered in this Section apply to employees of the Companies who are represented by the Communications Workers of America in Local Network Services (Service Representative Title only), ABS Customer Service, Consumer Markets, Global Enterprise Solutions, Global Operations and Process Engineering, Human Resources, Small Business Solutions and Alternate Channels, Supply Chain and Fleet Operations (Production Representative Title only), Information Technology (Computer Operator, Service Representative and Collection Representative Titles only), Advertising & Publishing (Service Representative and Staff Associate Titles only), Finance, and Marketing having the title classifications listed below:

**Section A4.01 TITLES AND APPLICATIONS**

Accounting Associate	Information Processor
Accounting Specialist	Messenger (Motorized)
Analyst	Office Associate
Cashier	Order Writer
Collection Representative	Production Representative
Collection Representative – Bilingual	Provisioning Specialist
Computer Operator	Reports Associate
Copy Service Artist	Sales Consultant
Customer Representative	Sales Consultant - Bilingual
Customer Representative – Bilingual	Sales and Service
Customer Service Associate	Representative – Bilingual
Data Administrator	Service Representative
Data Entry Associate	Staff Associate
Data Specialist	Supervisor’s Assistant

**Section A4.02 HOURS OF WORK**

- A. Eight (8) consecutive hours of work, exclusive of meal period intermission, shall constitute a tour. Four (4) consecutive hours shall constitute a half tour.
  - 1. A regular shift (day, evening or night) is one scheduled to be an employee's shift for a period of not less than two (2) weeks.
  - 2. All tours or half-tours will be considered as falling within the calendar day on which the tour or half-tour commences.
  - 3. Assigned tours on Sundays and Holidays shall be such hours as the service may require and shall not be for less than four (4) hours.

**Section A4.02 (continued)**

- B.** Work schedules shall be posted to show the normal week, scheduled Sundays, shift (day, evening or night) and hours. Such schedules shall cover not less than a two-week period and shall be posted at least forty-eight (48) hours prior to the start of such period. When work schedules are posted to cover periods of more than two (2) weeks, the first two-week period shall be considered the basic period for determining an employee's regular shift. Each succeeding two-week

period shall become the basic period forty-eight (48) hours prior to the start of such two-week period.

1. The posted work schedule for any such two-week period shall not be changed less than forty-eight (48) hours before the start of the particular two-week period, except as hereinafter provided.
  2. Temporary changes on a scheduled day between day, evening or night shifts, that is, a change from a day shift to a night shift, a night shift to an evening shift, etc., shall not be construed as a change in schedule.
  3. Work schedules will not be posted for employees who normally work the same hours within a day shift, Monday to Friday, inclusive.
  4. Temporary changes from a regular shift for periods of one (1) calendar week or more but less than two (2) calendar weeks, within a basic period as defined in Section A4.02B above for vacation reliefs, classroom training reliefs or classroom training assignments shall be deemed regular shifts and shall be paid for at straight-time plus any applicable shift differential. Temporary changes for vacation relief shall be deemed to include any additional days which the employee may take immediately preceding or following the employee's vacation.
- C.** A day shift is a shift starting at or after 6:00 A.M. and prior to 12:00 noon.
- D.** The evening shift includes shifts starting at or after 12:00 noon and not later than 7:00 P.M.
- E.** A night shift is a shift starting after 7:00 P.M. and not later than 12:00 midnight.
- F.** No tour shall be scheduled to start later than 12:00 midnight or before 5:00 A.M. No tour shall be scheduled to end after 1:00 A.M. or before 5:00 A.M. No half-tour shall be scheduled between the hours of 12:00 midnight and 6:00 A.M.
- G.** Meal period intermission shall normally be one (1) hour. Generally, meal period intermissions of less than one (1) hour shall be on the basis of an entire work group in the same title classification at a particular work location as determined by the Company and the Local Union. Where the Company deems it desirable to implement meal periods of different lengths, the change will be negotiated with the Local Union.

**Section A4.02.G (continued)**

Meal period intermission may be reduced by mutual agreement between the employee and the supervisor.

1. In those cases where an employee's scheduled meal period is reduced, the employee shall be compensated at the rate of time and one-half (1-1/2) for the portion of the scheduled meal period the employee works. If the employee prefers, his or her schedule shall be adjusted to reflect the reduced meal period and earlier quitting time.
  2. In those cases where the employee requests the change, no premium payments will be involved.
- H.** Employees working evening and night shifts, and employees working on day shifts where the needs of the service require it in the judgment of the Company, shall be granted a reasonable meal period on Company time. Employees must not leave their work without approval of their supervisor.
- I.** The normal workweek shall consist of five (5) scheduled tours within a calendar week or the equivalent in tours and half-tours.
- J.** Assignment of scheduled weekend and Holiday work will be on a rotational basis without regard to the number of charged non-scheduled hours. Volunteers for regular Saturday scheduled workdays will be given priority for Saturday work. Non-volunteers will be assigned scheduled Saturday work on a rotational basis as necessary to provide a sufficient work force.
- K.** An employee detailed to work away from headquarters shall be allowed reasonable traveling time in excess of that normally required to reach headquarters and such time shall be considered as time worked.

**Section A4.03 OVERTIME AND PREMIUM PAYMENTS**

- A.** When travel time is paid under the provisions of Article 5, Section 5.04I, Section 5.04J and Section 5.04K of this Contract, employees shall be reimbursed for the mileage.
- B.** The Company shall distribute the opportunity to work time which requires payment at premium rates as equitably as the needs of the service will permit. Representatives of the Company and the Union shall endeavor to determine the employee groups which are appropriate for this purpose. In the event of failure to reach agreement, final determination of the appropriate employee groups will be made by the highest level below Officer or an authorized representative. The provisions of this Section shall not be subject to arbitration.

**Section A4.03.B (continued)**

1. Lists shall be maintained on an accumulative basis for each appropriate employee group showing the distribution in terms of equivalent hours separately for 1) scheduled Sunday and Holiday work and other scheduled work paid for at the premium rate; 2) all non-scheduled work. When time worked during an employee's normal workweek results in premium payments for a scheduled day, only the premium portion shall be included in the list. Such lists shall be made available in a place mutually agreeable for ready inspection by any employee in the group.
- C. Except as provided for in Article 5, Section 5.04H of this Contract unless an employee is given at least forty-eight (48) hours' notice of a change in the days or hours the employee is scheduled to work, the employee will be permitted to work the days or hours originally scheduled and any other time which the employee is required to work shall be in addition to that originally scheduled.

The foregoing paragraph will not apply under the following conditions:

1. When changes in days to be worked are made at the employee's request, with the approval of supervision.
  2. When changes are made between day, evening or night shifts for which a premium is paid.
  3. When an employee is scheduled to work and is excused with pay.
- D. The same conditions with respect to traveling time as covered in Article 5, Section 5.04K of this Contract will apply to all changes in starting time when the notification to the employee of such a change is made after 11:00 P.M. and prior to 6:00 A.M., unless such notification is given the employee while at work.

**Section A4.04 ASSIGNMENT OF HEADQUARTERS**

- A. Headquarters as used in this Section will be the exchange to which the employee is permanently assigned.
- B. Each employee shall be assigned a headquarters at the time of hire.
- C. An employee's headquarters shall not be changed for a period of less than six (6) consecutive months except when the change is made at the request of the employee.

**Section A4.05 SENIORITY**

- A.** Seniority, wherever used in this Contract shall mean net credited service as shown by the records of the Company. If more than one (1) employee has the same Seniority date, the employee whose last four (4) Social Security Number digits comprise the larger number will be treated as if he/she were more senior. If two (2) employees with the same NCS date, also have the same last four (4) Social Security Number digits, revert to the middle two (2) digits of the Social Security Number to determine the most senior employee, with the higher number treated as most senior.
- B.** The provisions of this Section may be suspended by the highest level below Officer or an authorized representative, when it is necessary to do so in connection with the protection of service. Should it become necessary to invoke this Section, the Union shall be notified as soon as it is practicable.
- C.** Seniority shall be considered in the assignment of hours within a shift among those qualified employees regularly assigned to the shift.
- D.** The Company shall take seniority into consideration in selecting employees for training. Nothing in this provision shall limit the Company's right to select employees for training who, in its judgment, are best qualified to receive such training. Neither the provisions of this Section nor their application shall be subject to arbitration.
- E.** Whenever two (2) or more shifts which carry the same premium payments are scheduled for the same day, employees scheduled to work such shifts by the Company may exercise a choice of shifts, at the time work schedules are prepared, in the order of their seniority provided their job qualifications, as determined by the Company, are adequate to meet the demands of the service.

*Appendix B Intentionally Left Blank*





## APPENDIX C

## COMPENSATION, TRANSFER AND UPGRADES

**Section C1 INCREASES**

Basic wage increases will be as follows:

**Section C1.01 2016 INCREASE**

General Increase

1.	Increase Date	<i>10/1/2016</i>
2.	Top Step	<i>3.0%</i>
3.	Bottom Step	<i>0.0%</i>

**Section C1.02 2017 INCREASE**

General Increase

1.	Increase Date	<i>8/10/2017</i>
2.	Top Step	<i>3.0%</i>
3.	Bottom Step	<i>0.0%</i>

**Section C1.03 2018 INCREASE**

General Increase

1.	Increase Date	<i>4/8/2018</i>
2.	Top Step	<i>2.25%</i>
3.	Bottom Step	<i>0.0%</i>

**Section C1.04 2019 INCREASE**

General Increase

1.	Increase Date	<i>4/7/2019</i>
2.	Top Step	<i>2.5%</i>
3.	Bottom Step	<i>0.0%</i>

**Section C1.05 MINIMUM WAGE INCREASE**

Any employee on the payroll on the effective date of any of the general wage increases will receive, at a minimum, a \$5.00 increase in their weekly wages even though the applicable wage step on the schedule is increased by a lesser amount. The \$5.00 weekly minimum will be prorated for part-time employees based on their average workweek as of the date of the increases.

**Section C1.06      MINIMUM WAGE RATE**

All employees will be paid at a minimum weekly wage of \$290.00 per week.

For their next progression increase only, employees whose wage rate was changed due to the minimum wage rates in this section (C1.05) will receive no less than a \$10.00 progression increase.

**Section C2            TITLES, WAGE SCHEDULES, TIME-IN-TITLE  
AND PENSION BANDS**

Titles	Wage Schedule	Time	Pension Band				Page Number
		In Title	ZONE E	ZONE F	ZONE G	Nevada	
Accounting Associate	WS6	12	112	111	110	109	129
Accounting Specialist	WS8	15	114	113	112	111	131
Administrative Clerk (AVS only)	WS21	12	105	105	104	--	---
Analyst	WS12	24	122	121	120	119	137
Antenna Technician	WS30	36	125	124	123	122	138
Assignment Administrator	WS11	18	121	120	119	118	136
Building Mechanic	WS11	18	121	120	119	118	136
Building Specialist	WS12	24	122	121	120	119	137
Cable Locator	WS9	18	114	113	112	112	132
Cashier	WS4	12	110	109	108	107	127
Central Office Associate	WS5	12	110	109	108	108	128
Collection Representative	WS7	15	113	112	111	110	130
Collection Representative – Bilingual	WS7	15	113	112	111	110	130
Collector	WS9	18	114	113	112	112	132
Combination Technician (Nevada Bell)	WS12	24	122	121	120	119	137
Communications Technician	WS12	24	122	121	120	119	137
Company Telecommunications Technician	WS12	24	122	121	120	119	137
Computer Operator	WS6	12	112	111	110	109	129
Copy Service Artist	WS12	24	122	121	120	119	137
Customer Associate	WS4	12	110	109	108	107	127
Customer Representative	WS7	15	113	112	111	110	130
Customer Representative – Bilingual	WS7	15	113	112	111	110	130
Customer Service Associate	WS4	12	110	109	108	107	127
Customer Service Technician (AVS only)	WS27	18	116	115	114	--	---
Data Entry Associate	WS4	12	110	109	108	107	127
Data Administrator	WS6	12	112	111	110	109	129
Data Specialist	WS8	15	114	113	112	111	131
Driver	WS8	15	114	113	112	111	131
Engineering Administrator	WS6	12	112	111	110	109	129

Titles	Wage Schedule	Time In Title	Pension Band			Nevada	Page Number
			ZONE E	ZONE F	ZONE G		
Engineering Assistant	WS12	24	122	121	120	119	137
Engineering Cost Associate	WS7	15	113	112	111	110	130
ENOC Technician	WS12	24	122	121	120	119	137
Equipment Installation Technician	WS12	24	122	121	120	119	137
Equipment Specialist	WS12	24	122	121	120	119	137
Facilities Administrator	WS11	18	121	120	119	118	136
Facilities Specialist	WS9	18	114	113	112	112	132
Facilities Technician	WS9	18	114	113	112	112	132
FACS Administrator	WS11	18	121	120	119	118	136
Field Job Administrator	WS11	18	121	120	119	118	136
Garage Attendant	WS4	12	110	109	108	107	127
Garage Mechanic	WS11	18	121	120	119	118	136
Headend Technician (AVS only)	WS29	18	121	120	119	--	---
HR Operations Associate	WS5	12	110	109	108	108	128
Information Processor	WS4	12	110	109	108	107	127
Maintenance Administrator	WS8	15	114	113	112	111	131
Maintenance Administrator – Bilingual	WS8	15	114	113	112	111	131
Medical Assistant	WS6	12	112	111	110	109	129
Messenger (Motorized)	WS4	12	110	109	108	107	127
Network Maintenance Specialist	WS10	18	116	115	114	113	133
Office Associate	WS4	12	110	109	108	107	127
Operations Administrator	WS6	12	112	111	110	109	129
Operations Specialist	WS8	15	114	113	112	111	131
Operator	WS3	9	108	108	107	106	126
Order Writer	WS6	12	112	111	110	109	129
Outside Plant Technician	WS11	18	121	120	119	118	136
Production Representative	WS12	24	122	121	120	119	137
Provisioning Specialist	WS8	15	114	113	112	111	131
Reports Associate	WS4	12	110	109	108	107	127
RCMA Administrator	WS9	18	114	113	112	112	132
Sales Consultant	WSV	24	117	116	115	114	134
Sales Consultant – Bilingual	WSV	24	117	116	115	114	134
Sales and Service Representative – Bilingual	WSX	24	117	116	115	114	135
Service Assistant	WS5	12	110	109	108	108	128
Service Assistant – Bilingual	WS5	12	110	109	108	108	128
Service Representative	WSX	24	117	116	115	114	135
Services Specialist	WS4	12	110	109	108	107	127
Services Technician	WS11	18	121	120	119	118	136
Splicing Technician	WS12	24	122	121	120	119	137
Staff Associate	WS4	12	110	109	108	107	127
Supervisor's Assistant	WS6	12	112	111	110	109	129
Supply Service Attendant	WS9	18	114	113	112	112	132
Supply Specialist – Nevada	WS10	18	-	-	-	113	133
Systems Technician	WS12	24	122	121	120	119	137

Titles	Wage Schedule	Time In Title	Pension Band			Nevada	Page Number
			ZONE E	ZONE F	ZONE G		
Systems Technician – Data Communications	WS12	24	122	121	120	119	137
Testing Technician	WS12	24	122	121	120	119	137
Translations Operator	WS3	9	108	108	107	106	126
Video Installer (AVS Only)	WS25	18	110	109	108	--	---
Warehouse Supplies Attendant (AVS Only)	WS23	12	108	107	106	--	---

Title	Wage Schedule	Time In Title	Pension Band	Page
				Number
Maintenance Notification Associate (PBIS-MNG Only)	WS IS	12	111	---

**Section C3            WAGE SCHEDULES**

**Section C3.01        TRANSITION TO NEW WAGE SCHEDULES FROM  
SUPERSEDED WAGE SCHEDULES**

<b>Effective</b>	October 1, 2016
<b>Effective</b>	<i>August 10</i> , 2017
<b>Effective</b>	April 8, 2018
<b>Effective</b>	April 7, 2019

- A.** The existing wage schedules for all employees will be increased (by step and zone) effective October 1, 2016, *August 10*, 2017, April 8, 2018 and April 7, 2019.

The guidelines for administering these wage rates are as follows:

- 1.** Employees engaged prior to the effective date of the new wage schedule
  - a.** First, should receive any wage adjustment they normally would have received (on the old schedule) as of their scheduled increase date.
  - b.** Should then be placed on the same step of the new Wage Schedule as they are on the old (e.g., move from Step 6 to Step 6).
  - c.** Employees should then progress on the new schedule in the same manner as on the old schedule, carrying with them the time already accrued on that step.  
  
 EXAMPLE: An employee with four (4) months on Step 2 would move to Step 2 on the new schedule and would progress to Step 3 after the completion of two more months.
- 2.** If an employee is on Short-Term Disability benefits as of one of the wage Increase effective dates, wage changes will be made effective on the date that the employee returns from absence.
- 3.** An employee hired after one of the wage increases stated above becomes effective should be placed on the new wage schedule by the appropriate job title, wage zone and, if applicable, wage credit, effective on their date of hire.
- 4.** In no case should any employee's wages be increased to a rate higher than the top rate of the new appropriate wage schedule.

# Wage Schedule 3

TIME INTERVAL BETWEEN STEPS - 6 MONTHS

Effective October 2016					Effective August 2017				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	343.00	336.00	326.50	319.00	1	343.00	336.00	326.50	319.00
2	398.00	390.00	379.00	370.00	2	399.50	391.50	380.50	371.50
3	461.50	452.50	440.00	429.50	3	465.00	456.00	443.00	433.00
4	535.50	525.00	510.50	498.50	4	541.50	531.00	516.00	504.00
5	621.50	609.50	592.50	578.50	5	631.00	618.50	601.00	587.50
6	721.00	707.50	687.50	671.50	6	734.50	720.50	700.00	684.00
7	836.50	821.00	798.00	779.50	7	855.50	839.00	815.50	797.00
8	970.50	952.50	926.00	904.50	8	996.00	977.50	950.00	928.50
9	1126.00	1105.50	1074.50	1050.00	9	1160.00	1138.50	1106.50	1081.50

Effective April 2018					Effective April 2019				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	343.00	336.00	326.50	319.00	1	343.00	336.00	326.50	319.00
2	400.50	392.50	381.50	372.50	2	402.00	393.50	382.50	374.00
3	467.50	458.50	445.50	435.50	3	470.50	461.00	448.50	438.00
4	546.00	535.50	520.50	508.50	4	551.00	540.50	525.00	513.00
5	638.00	625.50	608.00	594.00	5	645.50	633.00	615.50	601.50
6	745.00	730.50	710.00	694.00	6	756.50	742.00	721.00	704.50
7	869.50	853.00	829.50	810.50	7	886.00	869.00	845.00	825.50
8	1015.50	996.50	968.50	947.00	8	1037.50	1018.00	990.00	967.50
9	1186.00	1164.00	1131.50	1106.00	9	1215.50	1193.00	1160.00	1133.50

**Pension Bands:**

<u>Zone E</u>	<u>Zone F</u>	<u>Zone G</u>	<u>Nevada</u>
108	108	107	106

**Time in Title**

**Job Titles**

Operator	9
Translations Operator*	9

\*Translations Operator title receives a \$25/week language payment in addition to their basic wage rate at all steps.

## Wage Schedule 4

TIME INTERVAL BETWEEN STEPS - 6 MONTHS

Effective October 2016					Effective August 2017				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	358.00	351.00	340.50	332.50	1	358.00	351.00	340.50	332.50
2	415.50	407.00	395.00	386.00	2	417.00	408.50	396.50	387.00
3	482.00	472.50	458.50	447.50	3	485.50	476.00	462.00	451.00
4	559.00	548.00	532.50	519.50	4	565.00	554.50	538.00	525.50
5	648.50	636.00	618.00	602.50	5	658.00	645.50	627.00	611.50
6	752.50	738.00	717.00	699.50	6	766.00	751.50	730.50	712.50
7	872.50	856.00	832.00	811.50	7	892.00	875.50	851.00	830.00
8	1012.50	993.50	966.00	941.50	8	1039.00	1019.50	991.00	966.50
9	1174.50	1152.50	1121.00	1092.50	9	1209.50	1187.00	1154.50	1125.50

Effective April 2018					Effective April 2019				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	358.00	351.00	340.50	332.50	1	358.00	351.00	340.50	332.50
2	418.00	410.00	398.00	388.50	2	419.50	411.00	399.00	389.50
3	488.00	478.50	464.50	453.50	3	491.00	481.50	467.50	456.50
4	570.00	559.00	542.50	529.50	4	575.00	564.00	548.00	534.50
5	665.50	652.50	634.00	618.50	5	673.50	661.00	642.00	626.50
6	777.00	762.00	740.50	722.50	6	789.00	774.00	752.00	734.00
7	907.00	890.00	865.00	844.00	7	924.00	906.50	881.50	859.50
8	1059.00	1039.00	1010.50	985.50	8	1082.00	1062.00	1032.50	1007.00
9	1236.50	1213.50	1180.50	1151.00	9	1267.50	1244.00	1210.00	1180.00

**Pension Bands:**

<u>Zone E</u>	<u>Zone F</u>	<u>Zone G</u>	<u>Nevada</u>
110	109	108	107

<u>Job Titles</u>	<u>Time in Title</u>
Cashier	12
Customer Associate	12
Customer Serv. Assoc.	12
Data Entry Associate	12
Garage Attendant	12
Information Processor	12

<u>Job Titles</u>	<u>Time in Title</u>
Messenger (Motorized)	12
Office Associate	12
Reports Associate	12
Services Specialist	12
Staff Associate	12



# Wage Schedule 5

TIME INTERVAL BETWEEN STEPS - 6 MONTHS

Effective October 2016					Effective August 2017				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	359.50	352.00	342.50	335.50	1	359.50	352.00	342.50	335.50
2	417.00	408.50	397.50	389.50	2	418.50	410.00	399.00	391.00
3	484.00	474.50	461.00	452.00	3	487.50	478.00	464.50	455.50
4	562.00	550.50	535.00	524.50	4	568.00	556.50	541.00	530.50
5	652.00	639.00	621.00	608.50	5	661.50	648.50	630.50	618.00
6	756.50	741.50	720.50	706.50	6	771.00	755.50	734.00	719.50
7	878.00	861.00	836.00	820.00	7	898.00	880.50	855.00	838.50
8	1019.00	999.50	970.50	951.50	8	1045.50	1025.50	996.00	976.50
9	1182.50	1160.00	1126.00	1104.50	9	1218.00	1195.00	1160.00	1137.50

Effective April 2018					Effective April 2019				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	359.50	352.00	342.50	335.50	1	359.50	352.00	342.50	335.50
2	420.00	411.50	400.00	392.00	2	421.00	412.50	401.50	393.00
3	490.50	480.50	467.00	458.00	3	493.50	483.50	470.00	460.50
4	573.00	561.50	545.50	534.50	4	578.00	566.50	550.50	539.50
5	669.00	656.00	637.50	624.50	5	677.50	664.00	645.00	632.50
6	781.50	766.50	744.50	729.50	6	793.50	778.00	756.00	741.00
7	913.00	895.00	869.50	852.50	7	930.00	912.00	885.50	868.00
8	1066.50	1046.00	1015.50	995.50	8	1089.50	1068.50	1037.50	1017.50
9	1245.50	1222.00	1186.00	1163.00	9	1276.50	1252.50	1215.50	1192.00

**Pension Bands:**

<u>Zone E</u>	<u>Zone F</u>	<u>Zone G</u>	<u>Nevada</u>
110	109	108	108

**Time in Title**

**Job Titles**

Central Office Associate	12
HR Operations Associate	12
Service Assistant	12
Service Assistant-Bilingual*	12

\*Service Assistant-Bilingual title receives a \$25/week language payment in addition to their basic wage rate to all steps.

# Wage Schedule 6

TIME INTERVAL BETWEEN STEPS - 6 MONTHS

Effective October 2016					Effective August 2017				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	375.50	369.00	358.00	350.00	1	375.50	369.00	358.00	350.00
2	436.00	428.50	415.50	406.00	2	437.50	430.00	417.00	407.50
3	506.00	497.00	482.00	471.00	3	510.00	501.00	485.50	474.50
4	587.50	577.00	559.00	546.00	4	594.00	583.50	565.50	552.50
5	682.00	669.50	648.50	633.50	5	692.00	679.50	658.50	643.00
6	791.50	777.50	752.50	735.00	6	806.50	792.00	767.00	748.50
7	919.00	902.00	873.00	852.50	7	939.50	922.50	893.00	871.50
8	1067.00	1047.00	1013.00	989.00	8	1094.50	1074.50	1040.00	1015.00
9	1238.50	1215.50	1175.50	1147.00	9	1275.50	1252.00	1211.00	1181.50

Effective April 2018					Effective April 2019				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	375.50	369.00	358.00	350.00	1	375.50	369.00	358.00	350.00
2	438.50	431.00	418.00	408.50	2	440.00	432.50	419.50	410.00
3	512.50	503.50	488.00	477.00	3	516.00	506.50	491.00	480.00
4	599.00	588.50	570.00	557.00	4	604.50	594.00	575.50	562.00
5	700.00	687.50	665.50	650.00	5	708.50	696.00	674.00	658.50
6	817.50	803.00	777.50	759.00	6	830.50	815.50	789.50	771.00
7	955.00	938.00	908.00	886.50	7	973.00	955.50	925.00	902.50
8	1116.00	1095.50	1060.00	1034.50	8	1140.50	1119.50	1083.50	1057.00
9	1304.00	1280.00	1238.00	1208.00	9	1336.50	1312.00	1269.00	1238.00

**Pension Bands:**

<u>Zone E</u>	<u>Zone F</u>	<u>Zone G</u>	<u>Nevada</u>
112	111	110	109

<u>Job Titles</u>	<u>Time in Title</u>	<u>Job Titles</u>	<u>Time in Title</u>
Accounting Associate	12	Medical Assistant	12
Computer Operator	12	Operations Administrator	12
Data Administrator	12	Order Writer	12
Engineering Administrator	12	Supervisor's Assistant	12

# Wage Schedule 7

TIME INTERVAL BETWEEN STEPS - 6 MONTHS

Effective October 2016					Effective August 2017				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	388.50	380.00	370.00	362.00	1	388.50	380.00	370.00	362.00
2	450.50	441.00	429.50	420.00	2	452.50	442.50	431.00	421.50
3	523.00	512.00	498.00	487.50	3	526.50	515.50	502.00	491.50
4	606.50	594.00	578.00	566.00	4	613.00	600.50	584.50	572.50
5	703.50	689.00	670.50	657.00	5	714.00	699.50	680.50	666.50
6	816.00	800.00	778.00	762.50	6	831.00	814.50	792.50	776.50
7	946.50	928.00	903.00	885.00	7	968.00	949.00	923.00	905.00
8	1098.00	1077.00	1047.50	1027.00	8	1127.00	1105.50	1075.00	1054.00
9	1274.00	1250.00	1215.50	1192.00	9	1312.00	1287.50	1252.00	1228.00

Effective April 2018					Effective April 2019				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	388.50	380.00	370.00	362.00	1	388.50	380.00	370.00	362.00
2	453.50	444.00	432.00	423.00	2	455.00	445.00	433.50	424.00
3	529.50	518.50	504.50	494.00	3	533.00	521.50	507.50	497.00
4	618.50	605.50	589.50	577.00	4	624.00	611.00	595.00	582.50
5	722.00	707.50	688.00	674.00	5	731.00	716.00	696.50	682.50
6	843.00	826.00	803.50	787.50	6	856.00	839.00	816.00	800.00
7	984.00	965.00	938.50	920.00	7	1002.50	983.00	956.00	937.50
8	1149.00	1127.00	1096.00	1074.50	8	1174.00	1152.00	1120.00	1098.50
9	1341.50	1316.50	1280.00	1255.50	9	1375.00	1349.50	1312.00	1287.00

**Pension Bands:**

<u>Zone E</u>	<u>Zone F</u>	<u>Zone G</u>	<u>Nevada</u>
113	112	111	110

<u>Job Titles</u>	<u>Time in Title</u>	<u>Job Titles</u>	<u>Time in Title</u>
Collection Representative	15	Customer Representative-Bilingual*	15
Collection Representative-Bilingual*	15	Engineering Cost Associate	15
Customer Representative	15		

\*Collection Representative-Bilingual and Customer Representative-Bilingual titles receive a \$25/week language payment in addition to their basic wage rate to all steps.

# Wage Schedule 8

TIME INTERVAL BETWEEN STEPS - 6 MONTHS

Effective October 2016					Effective August 2017				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	363.50	356.50	348.00	340.00	1	363.50	356.50	348.00	340.00
2	413.00	405.00	395.50	386.50	2	414.50	406.50	396.50	387.50
3	469.50	460.50	449.50	439.50	3	472.50	463.50	452.00	442.00
4	533.50	523.50	510.50	499.50	4	538.50	528.50	515.50	504.00
5	606.50	595.00	580.50	567.50	5	614.00	602.50	587.50	574.50
6	689.50	676.50	659.50	645.00	6	699.50	686.50	669.50	655.00
7	783.50	769.00	749.50	733.50	7	797.50	783.00	763.00	746.50
8	891.00	874.00	851.50	833.50	8	909.50	892.50	869.50	851.00
9	1012.50	993.50	968.00	947.50	9	1036.50	1017.50	991.00	970.00
10	1151.00	1129.50	1100.00	1077.00	10	1181.50	1160.00	1129.50	1106.00
11	1308.00	1284.00	1250.00	1224.50	11	1347.00	1322.50	1287.50	1261.00

Effective April 2018					Effective April 2019				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	363.50	356.50	348.00	340.00	1	363.50	356.50	348.00	340.00
2	415.50	407.50	397.50	388.50	2	416.50	408.50	398.50	389.50
3	474.50	465.50	454.00	444.00	3	477.00	468.00	456.50	446.00
4	542.00	532.00	518.50	507.00	4	546.00	536.00	522.50	511.00
5	619.50	607.50	592.50	579.50	5	625.50	614.00	598.50	585.00
6	707.50	694.50	677.00	662.00	6	716.50	703.00	685.50	670.50
7	808.50	793.50	773.00	756.50	7	820.50	805.50	785.00	768.00
8	923.50	906.50	883.00	864.50	8	940.00	922.50	898.50	879.50
9	1055.50	1036.00	1009.00	987.50	9	1076.50	1056.50	1029.00	1007.50
10	1205.50	1183.50	1152.50	1128.50	10	1233.00	1210.50	1178.50	1153.50
11	1377.50	1352.50	1316.50	1289.50	11	1412.00	1386.50	1349.50	1321.50

**Pension Bands:**

<u>Zone E</u>	<u>Zone F</u>	<u>Zone G</u>	<u>Nevada</u>
114	113	112	111

<u>Job Titles</u>	<u>Time in Title</u>	<u>Job Titles</u>	<u>Time in Title</u>
Accounting Specialist	15	Maintenance Administrator – Bilingual*	15
Data Specialist	15	Operations Specialist	15
Driver	15	Provisioning Specialist	15
Maintenance Administrator	15		

\* Maintenance Administrator - Bilingual title receives a \$25/week language payment in addition to their basic wage rate to all steps.

# Wage Schedule 9

TIME INTERVAL BETWEEN STEPS - 6 MONTHS

Effective October 2016					Effective August 2017				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	367.00	360.50	351.50	345.00	1	367.00	360.50	351.50	345.00
2	417.00	409.50	399.50	392.00	2	418.50	411.00	401.00	393.50
3	474.50	465.50	454.00	446.00	3	477.00	468.50	457.00	448.50
4	539.00	529.50	516.50	506.50	4	544.00	534.00	521.00	511.50
5	613.00	601.50	587.00	576.00	5	620.00	609.00	594.00	583.00
6	696.50	684.00	667.00	654.50	6	707.00	694.00	677.00	664.50
7	792.00	777.00	758.50	744.00	7	806.00	791.00	772.00	757.50
8	900.50	883.50	862.00	846.00	8	919.00	902.00	880.00	864.00
9	1023.50	1004.00	980.00	961.50	9	1048.00	1028.00	1003.50	985.00
10	1163.50	1141.00	1114.00	1093.00	10	1194.50	1172.00	1144.00	1122.50
11	1322.50	1297.00	1266.50	1242.50	11	1362.00	1336.00	1304.50	1280.00

Effective April 2018					Effective April 2019				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	367.00	360.50	351.50	345.00	1	367.00	360.50	351.50	345.00
2	419.50	412.00	401.50	394.00	2	420.50	413.00	402.50	395.00
3	479.00	470.50	459.00	450.50	3	481.50	473.00	461.00	452.50
4	547.50	537.50	524.50	514.50	4	551.50	541.50	528.50	518.50
5	625.50	614.00	599.50	588.00	5	632.00	620.50	605.00	594.00
6	715.00	701.50	685.00	672.00	6	724.00	710.50	693.50	680.50
7	817.00	801.50	782.50	768.00	7	829.00	813.50	794.00	779.50
8	933.50	916.00	894.00	877.50	8	949.50	932.00	910.00	892.50
9	1066.50	1046.50	1021.50	1002.50	9	1088.00	1067.50	1042.00	1022.50
10	1218.50	1195.50	1167.50	1145.50	10	1246.00	1222.50	1194.00	1171.00
11	1392.50	1366.00	1334.00	1309.00	11	1427.50	1400.00	1367.50	1341.50

**Pension Bands:**

<u>Zone E</u>	<u>Zone F</u>	<u>Zone G</u>	<u>Nevada</u>
114	113	112	112

<u>Job Titles</u>	<u>Time in Title</u>
Cable Locator	18
Collector	18
Facilities Specialist	18
Facilities Technician	18

<u>Job Titles</u>	<u>Time in Title</u>
RCMA Administrator	18
Supply Service Attendant	18

# Wage Schedule 10

TIME INTERVAL BETWEEN STEPS - 6 MONTHS

Effective October 2016					Effective August 2017				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	421.00	413.50	400.50	388.00	1	421.00	413.50	400.50	388.00
2	488.50	479.50	464.50	450.50	2	490.00	481.50	466.50	452.00
3	566.50	556.50	539.00	522.50	3	571.00	560.50	543.00	526.50
4	657.50	645.00	625.50	606.50	4	664.50	652.50	632.50	613.50
5	762.50	748.50	726.00	704.00	5	774.00	759.50	737.00	714.50
6	884.50	868.00	842.50	817.50	6	901.00	884.00	858.00	832.50
7	1026.00	1007.00	977.50	948.50	7	1049.00	1029.50	999.50	970.00
8	1190.50	1168.00	1134.00	1101.00	8	1221.50	1198.50	1164.00	1130.00
9	1381.00	1354.50	1316.00	1278.00	9	1422.50	1395.00	1355.50	1316.50

Effective April 2018					Effective April 2019				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	421.00	413.50	400.50	388.00	1	421.00	413.50	400.50	388.00
2	491.50	482.50	467.50	453.50	2	493.00	484.00	469.00	454.50
3	574.00	563.50	546.50	529.50	3	577.50	567.00	549.50	533.00
4	670.00	658.00	638.00	618.50	4	676.50	664.00	644.00	624.50
5	782.50	768.00	745.00	722.50	5	792.50	777.50	754.50	731.50
6	913.50	896.50	870.00	844.00	6	928.00	910.50	883.50	857.50
7	1067.00	1046.50	1016.00	986.50	7	1087.00	1066.00	1035.00	1004.50
8	1245.50	1222.00	1187.00	1152.00	8	1273.00	1248.50	1212.50	1177.00
9	1454.50	1426.50	1386.00	1346.00	9	1491.00	1462.00	1420.50	1379.50

**Pension Bands:**

<u>Zone E</u>	<u>Zone F</u>	<u>Zone G</u>	<u>Nevada</u>
116	115	114	113

<b>Job Titles</b>	<b><u>Time in Title</u></b>
Network Maintenance Specialist	18
Supply Specialist - Nevada	18

# Wage Schedule V

TIME INTERVAL BETWEEN STEPS - 6 MONTHS

Effective October 2016					Effective August 2017				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	560.04	549.90	533.52	517.53	1	576.81	566.48	549.51	533.13
2	601.73	590.83	573.23	556.05	2	619.75	608.65	590.41	572.81
3	646.52	634.81	615.90	597.44	3	665.88	653.95	634.36	615.45
4	694.64	682.07	661.75	641.92	4	715.44	702.63	681.58	661.27
5	746.35	732.84	711.01	689.70	5	768.70	754.93	732.32	710.49
6	801.91	787.39	763.93	741.04	6	825.92	811.12	786.83	763.38
7	861.60	846.00	820.80	796.20	7	887.40	871.50	845.40	820.20

Effective April 2018					Effective April 2019				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	589.88	579.15	561.80	545.22	1	604.70	593.58	575.84	558.87
2	633.79	622.26	603.62	585.80	2	649.71	637.76	618.70	600.47
3	680.96	668.58	648.55	629.41	3	698.07	685.24	664.76	645.17
4	731.65	718.35	696.82	676.26	4	750.03	736.25	714.24	693.19
5	786.11	771.82	748.69	726.60	5	805.86	791.05	767.40	744.79
6	844.63	829.27	804.42	780.69	6	865.85	849.93	824.53	800.23
7	907.50	891.00	864.30	838.80	7	930.30	913.20	885.90	859.80

**Pension Bands:**

<u>Zone E</u>	<u>Zone F</u>	<u>Zone G</u>	<u>Nevada</u>
117	116	115	114

**Time in**

<b><u>Job Titles</u></b>	<b><u>Title</u></b>
Sales Consultant	24
Sales Consultant - Bilingual*	24

\*Sales Consultant-Bilingual receives a \$25/week language payment in addition to their basic wage rate to all steps.

# Wage Schedule X

TIME INTERVAL BETWEEN STEPS - 6 MONTHS

Effective October 2016					Effective August 2017				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	421.00	413.50	400.50	388.00	1	421.00	413.50	400.50	388.00
2	491.00	482.00	467.00	452.50	2	492.50	484.00	468.50	454.00
3	572.00	562.00	544.50	527.50	3	576.50	566.00	548.50	531.50
4	667.00	655.00	635.00	615.50	4	674.50	662.50	642.00	622.00
5	777.50	763.50	740.00	717.50	5	789.00	775.00	751.00	728.50
6	906.50	890.00	863.00	837.00	6	923.50	907.00	879.00	852.50
7	1056.50	1037.50	1006.50	976.00	7	1080.50	1061.00	1029.00	998.00
8	1232.00	1209.50	1173.50	1138.00	8	1264.00	1241.50	1204.00	1168.00
9	1436.00	1410.00	1368.00	1327.00	9	1479.00	1452.50	1409.00	1367.00

Effective April 2018					Effective April 2019				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	421.00	413.50	400.50	388.00	1	421.00	413.50	400.50	388.00
2	494.00	485.00	470.00	455.50	2	495.50	486.50	471.50	457.00
3	579.50	569.00	551.50	534.50	3	583.00	572.50	555.00	538.00
4	680.00	668.00	647.00	627.50	4	686.50	674.00	653.50	633.50
5	798.00	783.50	759.50	736.50	5	808.00	793.50	769.00	745.50
6	936.50	919.50	891.50	864.50	6	951.00	933.50	905.00	878.00
7	1098.50	1078.50	1046.00	1014.50	7	1119.00	1099.00	1065.50	1033.50
8	1289.00	1265.50	1227.50	1191.00	8	1317.50	1293.00	1254.50	1217.00
9	1512.50	1485.00	1440.50	1398.00	9	1550.50	1522.00	1476.50	1433.00

**Pension Bands:**

<u>Zone E</u>	<u>Zone F</u>	<u>Zone G</u>	<u>Nevada</u>
117	116	115	114

**Job Titles**

Sales and Service Representative - Bilingual\*  
 Service Representative

**Time in Title**

24  
 24

\*Sales and Service Representative-Bilingual receives a \$25/week language payment in addition to their basic wage rate to all steps.



# Wage Schedule 11

TIME INTERVAL BETWEEN STEPS - 6 MONTHS

Effective October 2016					Effective August 2017				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	432.50	425.50	414.50	406.00	1	432.50	425.50	414.50	406.00
2	491.50	483.50	471.00	461.50	2	493.00	485.00	472.50	463.00
3	559.00	549.50	535.50	524.50	3	562.50	553.00	538.50	527.50
4	635.50	624.50	608.50	596.50	4	641.00	630.00	614.00	601.50
5	722.50	710.00	691.50	678.00	5	731.00	718.50	699.50	686.00
6	821.00	806.50	786.00	770.50	6	833.50	819.00	797.50	782.00
7	933.50	917.00	893.00	876.00	7	950.50	933.50	909.00	891.50
8	1061.00	1042.00	1015.00	995.50	8	1083.50	1064.00	1036.00	1016.50
9	1206.50	1184.00	1153.50	1132.00	9	1235.50	1212.50	1181.00	1159.00
10	1371.50	1346.00	1311.00	1286.50	10	1408.50	1382.00	1346.00	1321.50
11	1559.00	1529.50	1490.00	1462.50	11	1606.00	1575.50	1534.50	1506.50

Effective April 2018					Effective April 2019				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	432.50	425.50	414.50	406.00	1	432.50	425.50	414.50	406.00
2	494.00	486.00	473.50	464.00	2	495.50	487.50	474.50	465.00
3	565.00	555.50	541.00	530.00	3	567.50	558.00	543.50	532.50
4	645.50	634.50	618.00	605.50	4	650.00	639.00	622.50	610.00
5	737.50	724.50	706.00	692.00	5	745.00	732.00	713.00	699.00
6	842.50	828.00	806.50	791.00	6	853.00	838.50	816.50	800.50
7	963.00	946.00	921.50	903.50	7	977.50	960.00	935.00	917.00
8	1100.50	1080.50	1052.50	1032.50	8	1119.50	1099.50	1070.50	1050.50
9	1257.50	1234.50	1202.50	1180.00	9	1282.50	1259.00	1226.00	1203.50
10	1437.00	1410.00	1373.50	1348.00	10	1469.00	1442.00	1404.00	1378.50
11	1642.00	1611.00	1569.00	1540.50	11	1683.00	1651.50	1608.00	1579.00

**Pension Bands:**

<u>Zone E</u>	<u>Zone F</u>	<u>Zone G</u>	<u>Nevada</u>
121	120	119	118

<u>Job Titles</u>	<u>Time in Title</u>	<u>Job Titles</u>	<u>Time in Title</u>
Assignment Administrator	18	Field Job Administrator	18
Building Mechanic	18	Garage Mechanic	18
Facilities Administrator	18	Outside Plant Tech	18
FACS Administrator*	18	Services Technician	18

\*FACS Administrator receives a \$5/week basic wage job differential at top step.

# Wage Schedule 12

TIME INTERVAL BETWEEN STEPS - 6 MONTHS

Effective October 2016					Effective August 2017				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	449.00	440.00	428.00	419.00	1	449.00	440.00	428.00	419.00
2	510.50	500.00	486.50	476.50	2	512.00	501.50	488.00	478.00
3	580.00	568.50	553.00	541.50	3	583.50	571.50	556.00	545.00
4	659.50	646.00	628.50	615.50	4	665.50	651.50	634.00	621.00
5	749.50	734.00	714.50	700.00	5	758.50	743.00	722.50	708.50
6	852.00	834.50	812.00	795.50	6	864.50	847.00	824.00	807.50
7	968.50	948.50	923.00	904.50	7	985.50	965.50	939.00	921.00
8	1100.50	1078.00	1049.00	1028.50	8	1123.50	1100.50	1070.50	1050.00
9	1251.00	1225.00	1192.00	1169.00	9	1281.00	1254.50	1220.50	1197.00
10	1422.00	1392.50	1355.00	1329.00	10	1460.50	1430.00	1391.50	1365.00
11	1616.50	1582.50	1540.00	1511.00	11	1665.00	1630.00	1586.00	1556.50

Effective April 2018					Effective April 2019				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	449.00	440.00	428.00	419.00	1	449.00	440.00	428.00	419.00
2	513.00	502.50	489.00	479.00	2	514.50	504.00	490.00	480.00
3	586.00	574.50	558.50	547.00	3	589.00	577.00	561.50	550.00
4	669.50	656.00	638.00	625.50	4	674.50	661.00	643.00	630.00
5	765.00	749.50	729.00	714.50	5	773.00	757.00	736.50	721.50
6	874.50	856.50	833.00	816.50	6	885.00	867.00	843.50	827.00
7	999.00	978.50	952.00	933.00	7	1014.00	993.00	966.00	947.00
8	1141.50	1117.50	1087.50	1066.50	8	1161.50	1137.00	1106.50	1085.00
9	1304.00	1277.00	1242.50	1218.50	9	1330.00	1302.00	1267.00	1243.00
10	1490.00	1458.50	1419.50	1392.50	10	1523.50	1491.50	1451.00	1424.00
11	1702.50	1666.50	1621.50	1591.50	11	1745.00	1708.00	1662.00	1631.50

**Pension Bands:**

<u>Zone E</u>	<u>Zone F</u>	<u>Zone G</u>	<u>Nevada</u>
122	121	120	119

**Job Titles**

Analyst	24
Building Specialist	24
Combination Technician (Nevada Only)	24
Communications Technician	24
Company Telecom Technician	24
Copy Service Artist	24
Engineering Assistant	24
Equip. Installation Tech.	24

**Time in Title**

**Job Titles**

Equipment Specialist	24
ENOC Technician	24
Production Rep.	24
Splicing Technician	24
Systems Technician	24
Systems Technician - Data Communications	24
Testing Technician	24

# Wage Schedule 30

TIME INTERVAL BETWEEN STEPS - 6 MONTHS

Effective October 2016					Effective August 2017				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	481.50	472.00	460.00	450.50	1	481.50	472.00	460.00	450.50
2	547.00	536.50	523.00	512.00	2	549.00	538.00	524.50	513.50
3	622.00	609.50	594.00	582.00	3	625.50	613.50	597.50	585.50
4	706.50	693.00	675.50	662.00	4	713.00	699.00	681.50	668.00
5	803.00	787.50	767.50	752.50	5	812.50	797.00	776.50	761.50
6	912.50	895.00	872.50	855.50	6	926.00	908.50	885.00	868.00
7	1037.00	1017.50	991.50	972.50	7	1055.50	1035.50	1009.00	990.00
8	1178.00	1156.00	1126.50	1105.50	8	1203.00	1180.50	1150.00	1128.50
9	1339.00	1314.00	1280.50	1257.00	9	1371.00	1345.50	1311.00	1287.00
10	1521.50	1493.50	1455.50	1429.00	10	1562.50	1534.00	1494.50	1467.50
11	1729.00	1697.50	1654.00	1624.50	11	1781.00	1748.50	1703.50	1673.00

Effective April 2018					Effective April 2019				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	481.50	472.00	460.00	450.50	1	481.50	472.00	460.00	450.50
2	550.00	539.00	525.50	515.00	2	551.50	540.50	527.00	516.00
3	628.50	616.00	600.50	588.50	3	631.50	619.00	603.50	591.00
4	717.50	704.00	686.00	672.00	4	723.00	709.00	691.00	677.50
5	820.00	804.00	783.50	768.00	5	828.00	812.00	791.50	776.00
6	936.50	918.50	895.00	878.00	6	948.00	930.00	906.50	889.00
7	1069.50	1049.50	1022.50	1003.00	7	1085.50	1065.00	1038.00	1018.00
8	1222.00	1199.00	1168.50	1146.50	8	1243.00	1220.00	1188.50	1166.50
9	1395.50	1370.00	1334.50	1310.00	9	1423.50	1397.00	1361.50	1336.00
10	1594.00	1565.00	1525.00	1497.00	10	1630.00	1600.00	1559.00	1530.50
11	1821.00	1788.00	1742.00	1710.50	11	1866.50	1832.50	1785.50	1753.50

**Pension Bands:**

<u>Zone E</u>	<u>Zone F</u>	<u>Zone G</u>	<u>Nevada</u>
125	124	123	122

**Time in Title**

**Job Titles**

Antenna Technician

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**Section C4 CLASSIFICATION OF EXCHANGES BY AREA****Section C4.01 ZONE E****SOUTHERN CALIFORNIA**

Beverly Hills	Hawthorne	San Pedro
Compton	Inglewood	Torrance
Culver City	Lomita	
El Segundo	Los Angeles	

**NORTHERN CALIFORNIA**

Campbell	Pacifica	San Mateo
East Bay	Palo Alto	South San Francisco
Half Moon Bay	Redwood City	Sunnyvale
Los Altos	San Carlos – Belmont	
Millbrae	San Francisco	
Mountain View	San Jose	

**Section C4.02****ZONE F****SOUTHERN CALIFORNIA**

Agoura	Fullerton	Ramona
Alhambra	Garden Grove	Rancho Bernardo
Anaheim	Glendale	Rancho Penasquitos
Arcadia	Irvine	Rancho Santa Fe
*Arrowhead	La Crescenta	Reseda
Avalon	La Jolla	Saddleback Valley
Azusa	La Mesa	San Clemente
Brea	Lancaster	San Diego
Buena Park	Long Beach	San Marcos
Burbank	Montebello	Santa Ana
Canoga Park	National City	Santa Clarita Valley
Capistrano Valley	Newhall	Santa Maria
Chula Vista	Newport Beach	Santa Monica
Coronado	North Hollywood	Simi
Cypress	Northridge	Temecula
Del Mar	Oceanside	Thousand Oaks
Diamond Bar	Orange	Trabuco
Downey	Palmdale	Valley Center
El Cajon	*Palmdale FAA Center	Van Nuys
El Monte	*Palmdale Pearblossom	Vista
Encinitas	Pasadena	Whittier
Escondido	Placentia	Yorba Linda
Fallbrook	Poway	*Yermo

\*Special Rate Area Treated as Base Rate Area of Exchange.

## NORTHERN CALIFORNIA

Antioch  
Belvedere  
Bishop Ranch  
Concord  
Corte Madera  
Crockett  
Danville  
Dublin  
East Contra Costa  
Fremont Newark

Hayward  
Ignacio  
Lafayette  
Livermore  
Martinez  
Mill Valley  
Moraga  
Orinda  
Pittsburg  
Pleasanton

Point Reyes  
Richmond El Sobrante  
Rodeo  
San Martin  
San Rafael  
Sausalito  
Stinson Beach Bolinas  
Walnut Creek

### Section C4.03

### ZONE G

## SOUTHERN CALIFORNIA

Arlington  
Baker  
Banning  
Barstow  
Blythe  
Borrego  
Brawley  
Calexio  
Colton  
Corona  
El Centro  
Fillmore

Fontana  
Highland  
Holtville  
Indio  
Julian  
Mira Loma  
Moorpark  
Nipomo  
Ojai  
Oxnard  
Palm Springs  
Pine Valley  
Pomona

Rialto  
Riverside  
San Bernadino  
Santa Barbara  
San Ysidro  
Saticoy  
Twentynine Palms  
Ventura  
Ventura East  
Victorville  
Woodcrest

## Section C4.03

## ZONE G

## NORTHERN CALIFORNIA

Anderson	Fresno	Portola
Angels Camp	Galt	Quincy
Aptos	Grass Valley	Red Bluff
Arcata	Gridley	Redding
Arroyo Grande	Guerneville	Rio Linda
Arvin	Hanford	Rosamond
Atascadero	Healdsburg	Sacramento
Atwater	Hollister	Salinas
Auburn	Jackson	San Andreas
Bakersfield	King City	San Luis Obispo
* Beale Air Force Base	Lakeport	St. Helena
Calistoga	Lemoore	Santa Cruz
Cambria	Lincoln	Santa Rosa
Castroville	Lockeford	Sebastopol
* Camino-Pollock Pines	Lodi	Selma
Carmel	Los Banos	Shingle Springs
Cayucos	Lower Lake	Soledad
* Central Valley	Madera	Sonoma
Chico	Marysville	Sonora
Chowchilla	Merced	South Placer
Cloverdale	Middletown	South Tahoe
Clovis	Modesto	Stockton
Coalinga	Mojave	Susanville
Corning	* Mojave Switching	Taft
Cottonwood	Center	Tehachapi
Davis	Monterey	Tracy
Delano	Morro Bay	Truckee
Dinuba	Mt. Shasta	Tulare
Dixon	Napa	Turlock
Downieville	Nevada City	Ukiah
Dunnigan	Newman	Vacaville
Dunsmuir	Nimbus (Aero-Jet)	Vallejo
Edwards	Nipomo	Valley Springs
Elk	North Tahoe	Visalia
Eureka	Oakdale	Wasco
Fairfield-Suisun	Orland	Watsonville
Fair Oaks	Oroville	Weed
Felton	Paradise	Wheatland
Firebaugh	Paso Robles	Willits
Folsom	Petaluma	Willows
Forestville	Placerville	Windsor
Fort Bragg	Point Arena	Woodland
Fortuna	Porterville	Yosemite
		Yountville
		Yreka

**Section C4.03 (continued)**

\* Special Rate Area treated as Base Rate Area of Exchange

**Section C4.04 NEVADA**

Austin	Empire/Gerlach	Pahrump
Battle Mountain	Fernley	Reno
Beatty	Hawthorne	Schurz
Carson City	Indian Springs	Tonopah
Crystal Bay	Las Vegas	Virginia City
Elko	Lovelock	Winnemucca
Ely	Orovada	

**Section C5 INTENTIONALLY LEFT BLANK**

**Section C6 PENSION TABLE REVISIONS**

The following monthly pension benefit amounts will be effective for those persons retiring on or after January 1, 2017, January 1, 2018, January 1, 2019 and January 1, 2020.

Pension Band Number	For Retirements on or after January 1, 2017	For Retirements on or after January 1, 2018	For Retirements on or after January 1, 2019	For Retirements on or after January 1, 2020
104	\$45.57	\$46.03	\$46.49	\$46.95
105	\$47.25	\$47.72	\$48.20	\$48.68
106	\$49.01	\$49.50	\$50.00	\$50.50
107	\$50.75	\$51.26	\$51.77	\$52.29
108	\$52.39	\$52.91	\$53.44	\$53.97
109	\$54.14	\$54.68	\$55.23	\$55.78
110	\$55.83	\$56.39	\$56.95	\$57.52
111	\$57.55	\$58.13	\$58.71	\$59.30
112	\$59.19	\$59.78	\$60.38	\$60.98
113	\$60.95	\$61.56	\$62.18	\$62.80
114	\$62.63	\$63.26	\$63.89	\$64.53
115	\$64.35	\$64.99	\$65.64	\$66.30
116	\$66.06	\$66.72	\$67.39	\$68.06
117	\$67.73	\$68.41	\$69.09	\$69.78
118	\$69.49	\$70.18	\$70.88	\$71.59
119	\$71.19	\$71.90	\$72.62	\$73.35
120	\$72.85	\$73.58	\$74.32	\$75.06
121	\$74.57	\$75.32	\$76.07	\$76.83
122	\$76.29	\$77.05	\$77.82	\$78.60
123	\$78.01	\$78.79	\$79.58	\$80.38
124	\$79.71	\$80.51	\$81.32	\$82.13
125	\$81.46	\$82.27	\$83.09	\$83.92

Sample Pension Computation

**Section C6 (continued)**

Note: Refer to your Summary Plan Description for a full description of how a pension is computed, including the supplemental pension, early retirement discount, survivor annuity option, etc.

The basic monthly pension is computed as your service credit multiplied by the monthly benefit amount (above) for your pension band.

You will find the pension band for your job and wage schedule in the Wage Schedule Tables of the Contract.

For example, if an employee with a wage schedule assigned pension band 114 retired in January, 2018, with thirty (30) years of service, the pension would be  $30 \times \$63.26 = \$1,897.80$  per month.

**Section C7 EVENING, NIGHT AND EARLY MORNING DIFFERENTIALS****A. APPLICABLE FOR WAGE SCHEDULES WS3 AND WS5****1. Evening and Night Differentials**

TOURS ENDING	LENGTH OF TOUR	% DAILY DIFFER.
6:30 P.M.	7 1/2 HRS.	1.0%
6:31 P.M. TO 7:00PM	7-1/2 HRS.	2.5%
7:01 P.M. TO 7:59PM	7-1/2 HRS.	2.5%
8:00 P.M. TO 8:59PM	7 HRS.	2.0%
9:00 P.M. TO 10:00 P.M.	7 HRS.	2.0%
10:01 P.M. TO 11:00 P.M.	6 HRS.	1.0%
11:01 P.M. TO 12 MID.	6 HRS.	1.0%
12:01 A.M. TO 1:00 A.M.	6 HRS.	1.0%
1:01 A.M. TO 2:00 A.M.	6 HRS.	1.5%
2:01 A.M. TO 3:00 A.M.	6 HRS.	2.0%
ALL-NIGHT TOURS	7 HRS.	3.0%

TO BE ADMINISTERED AS PROVIDED IN APPENDIX A, SECTION A3.

**2. Early Morning Differential**

TOURS BEGINNING	LENGTH OF TOUR	% DAILY DIFFER.
5:00 A.M. TO 5:59 A.M.	7-1/2 HRS.	2.0%



## **Section C8 WAGE ADMINISTRATIVE PRACTICE**

### **Section C8.01 GENERAL**

**A.** The following definitions will apply to this practice:

- 1.** A Change of Assignment is a change from one title classification to a different title classification.

To determine whether an employee's change of assignment is to a lower, equal or higher-rated schedule, compare the top rate of employee's former schedule with the top rate of the schedule to which the employee is being assigned. When comparing top rates, include any applicable job (not shift) differential, except a relief differential.

- 2.** Steps - are a specified number of six month intervals on a schedule. Steps are associated with specific wage rates. We currently have 9 and 11 step schedules.
- 3.** Elapsed Time - is the time an employee has accumulated or should be credited with on a step.
- 4.** Total Schedule Time or Wage Experience Credit is determined by combining the number of months corresponding to the employee's current step, and the elapsed time on that step.

**B.** The following rules should apply to all moves between schedules, whether to lower, equal or higher rated schedules:

- 1.** When the change of assignment occurs on the same date on which a scheduled increase is due, both increases shall be effective on that date but the scheduled increase shall be considered as preceding any applicable promotional increase.
- 2.** When the change of assignment is to a schedule in a different wage area, the employee shall first be placed on the former schedule in the new wage area with the same total schedule time. Movement to the new schedule will then be according to the rules outlined in Sections C8.02, C8.03, C8.04, C8.05, or C8.06 which follow.
- 3.** In no case shall the new wage rate exceed the top rate of the schedule to which the employee is assigned.
- 4.** In no case shall any employee lose Total Schedule Time or Wage Experience Credit with exception of the limitation STEP FROM MAXIMUM.

**Section C8.02 CHANGES OF ASSIGNMENT TO A HIGHER-RATED SCHEDULE**

Compare the rate associated with the employee's step on the lower-rated schedule, including any applicable job differential (except a relief differential), with the rate associated on the new schedule as determined by allowing the employee full Wage Experience Credit in progression or at maximum on the old wage schedule. The employee shall then be placed on the new wage schedule according to the following rules:

- A. If the wage rate on the new schedule is equal to or lower than the rate on the lower-rated schedule, the employee shall be placed on the step of the new schedule having the rate nearest to but not less than the employee's existing rate.
- B. If the rate on the new wage schedule is higher than the rate on the lower-rated schedule, the employee shall be placed on the new schedule allowing full Wage Experience Credit in progression, or at maximum from the old schedule.
- C. The employee shall be placed on the step on the new wage schedule, as determined by the comparisons made in paragraphs A. and B. preceding, but not to exceed the step down from maximum of the new schedule as listed following paragraph D, except as provided in Article 4, Section 4.01B2.
- D. To determine the time interval to the next progression increase on the schedule to which assigned, credit shall be allowed for the employee's elapsed time on the step of the lower-rated schedule, both in progression or at maximum WITH THE EXCEPTION of any movement involving a limitation on the step from maximum. In such cases, no credit shall be allowed towards the next progression increase.

UPGRADE TO:

(LIMITATION)  
STEP FROM MAXIMUM - 12 MONTHS

Antenna Technician	Equipment Installation Technician
Building Specialist	Equipment Specialist
Combination Technician	Headend Technician
Communications Technician	Production Representative
Company Telecommunications Technician	Splicing Technician
Copy Service Artist	Systems Technician
ENOC Technician	Systems Technician - Data Comm.
	Testing Technician

(LIMITATION)  
STEP FROM MAXIMUM - 6 MONTHS

Accounting Associate	Field Job Administrator
Accounting Specialist	Garage Mechanic
Analyst	Maintenance Administrator
Assignment Administrator	Maintenance Administrator - Bilingual
Building Mechanic	Maintenance Notification Associate
Cable Locator	Medical Assistant
Collection Representative	Network Maintenance Specialist
Collection Representative - Bilingual	Operations Administrator

**Section C8.02 (continued)**

Collector	Operations Specialist
Computer Operator	Order Writer
Customer Representative	Outside Plant Technician
Customer Representative - Bilingual	Provisioning Specialist
Customer Service Technician	RCMA Administrator
Data Administrator	Sales Consultant
Data Specialist	Sales Consultant - Bilingual
Driver	Sales and Service Representative - Bilingual
Engineering Administrator	Service Representative
Engineering Assistant	Services Technician
Engineering Cost Associate	Supervisor's Assistant
Facilities Administrator	Supply Service Attendant
Facilities Specialist	Supply Specialist-Nevada
Facilities Technician	
FACS Administrator	

(LIMITATION)  
STEP FROM MAXIMUM - 0 MONTHS

Administrative Clerk	Office Associate
Cashier	Operator
Central Office Associate	Reports Associate
Customer Associate	Service Assistant
Customer Service Associate	Service Assistant - Bilingual
Data Entry Associate	Services Specialist
Garage Attendant	Staff Associate
HR Operations Associate	Translations Operator
Information Processor	Video Installer
Messenger (Motorized)	Warehouse Supplies Attendant

**Section C8.03      EXCEPTIONS TO THE LIMITATIONS IN SECTION C8.02**

- A. Moves from one title to another title having the same twelve (12) months or six (6) months limitation shall be at full wage experience credit.
- B. Moves between Wage Schedule WS11 and WS12 shall be at full wage experience credit.
- C. Moves between the following titles shall be at full wage experience credit:

Building Mechanic  
Building Specialist  
Collector  
Copy Service Artist  
Driver  
Equipment Specialist  
Facilities Technician  
Garage Attendant

**Section C8.03 (continued)**

- D.** Moves to a higher-rated schedule resulting in a decrease in the employee's wage rate under the procedures outlined in Section C8.02 above shall be made as follows:

The employees shall instead be placed on the step of the new schedule having the rate nearest to, but not less than, the existing rate (step from maximum limitations will not apply).

- E.** Changes of assignment to a previously held title shall be at full wage experience credit.
- F.** Moves as a result of an OJE (Article 4).

**Section C8.04 CHANGES OF ASSIGNMENT BETWEEN SCHEDULES WITH THE SAME TOP RATE**

- A.** Changes of Assignment Between Schedules of the Same Length:

Compare the rate associated with the employee's step on the old wage schedule with the same step on the new wage schedule.

- 1.** If the rate on the new schedule is the same or higher than the rate on the old schedule, the employee shall be placed on the step of the new schedule by allowing full Wage Experience Credit. To determine the time interval to the next progression increase, credit shall be allowed for the employee's elapsed time on the step of the old schedule.
- 2.** If the rate on the new schedule is lower than the rate on the old schedule, the employee shall be placed on the step of the new schedule having the rate nearest to but not less than the employee's existing rate. To determine the time interval to the next progression increase, no credit shall be allowed for the employee's elapsed time on the step of the old schedule.

- B.** Changes of Assignment From a Shorter to a Longer Wage Schedule:

The employee shall be placed on the step of the new schedule having the rate nearest to, but not less than the employee's existing rate. To determine the time interval to the next progression increase, no credit shall be allowed for the employee's elapsed time on the step of the old schedule.

- C.** Changes of Assignment From a Longer to a Shorter Wage Schedule:

The employee shall be placed on the step of the new schedule that the employee was administered on the former schedule. To determine the time interval to the next progression increase, credit shall be allowed for the employee's elapsed time on the step of old schedule.

### **Section C8.05 CHANGES OF ASSIGNMENT TO A LOWER-RATED SCHEDULE**

On all changes of assignment to a lower-rated schedule, the employee shall be placed on the same step on the lower-rated schedule that the employee was administered on the former schedule. To determine the time interval to the next progression increase, credit shall be allowed for the employee's elapsed time on the step of the former schedule.

### **Section C8.06 RETREATS**

Anytime an employee moves to another job and subsequently retreats to the former job within six (6) months; for wage purposes the employee will be treated as though he or she never left the job.

## APPENDIX D

### Section D1

The working conditions in this Section apply to SBC Global Services, Inc. (California/Nevada) employees who are represented by the Communications Workers of America in the following titles:

Associate Field Service Representative
Field Service Representative
Senior Field Service Representative

These titles will be administered in accordance with the provisions of the current collective bargaining agreement between Pacific Bell Telephone Company, Nevada Bell Telephone Company, AT&T Services, Inc., AT&T Video Services, Inc., SBC Global Services, Inc., *DIRECTV, LLC* and the Communications Workers of America except as modified below or as noted in this agreement.

### Section D2                   COMPANY-UNION RELATIONS

The provisions of Article 3 will not apply except for the following Sections:

- 3.01    GENERAL STATEMENT
- 3.02A   MEETINGS BETWEEN UNION AND MANAGEMENT REPRESENTATIVES
- 3.04    COLLECTIVE BARGAINING MEETINGS BETWEEN UNION AND  
          MANAGEMENT REPRESENTATIVES
- 3.05    UNION ACTIVITIES ON THE COMPANIES' PREMISES
- 3.06    BULLETIN BOARDS
- 3.07    UNION SECURITY
- 3.08    PAYROLL DEDUCTION OF UNION DUES
- 3.09    NON-DISCRIMINATION
- 3.10    FEDERAL OR STATE LAWS

In addition the following will apply:

#### Section D2.01           UNPAID UNION TIME

Union representatives shall be excused from their work assignments without pay to perform Union activities subject to the following:

- A.    The Union recognizes that service requirements, as determined by the Company must be taken into consideration in excusing Union representatives from work to perform Union activities.
- B.    Except for unusual circumstances, Union representatives shall give at least one (1) week notice, prior to the requested time off for Union activities.

**Section D2.01 (continued)**

- C. Time off for Union activities will be limited to two (2) consecutive weeks or two hundred (200) hours per calendar year, per Union representative, except to engage in formal negotiations for subsequent collective bargaining agreements.
- D. Time off for Union activities shall not be deducted from the employee's seniority.

**Section D2.02 PAID UNION TIME**

If attendance at any meeting or the performance of any Union activity is at the Company's request, the time involved shall be excused with pay at the straight time rate, subject to the following provisions:

- A. Pay shall be allowed only if the employee has been excused from duty in advance by the employee's supervisor to attend the meeting or perform the Union activity.
- B. The meeting pertains to matters relating to employees of the Company represented by the Communications Workers of America.
- C. Paid time is limited to the actual meeting time, and will be paid at the straight time, not to exceed eight (8) hours of pay.
- D. Under no circumstance, will an overtime rate be paid to employees as a result of attending a meeting with management or performing Union activities under this Section.

The following Articles and Appendices of the current collective bargaining agreement between Pacific Bell Telephone Company, Nevada Bell Telephone Company, AT&T Services, Inc., SBC Global Services, Inc., DIRECTV, LLC and the Communications Workers of America will not apply:

ARTICLE 2	FORCE ALLOCATION
ARTICLE 4	JOB TITLES AND CLASSIFICATIONS
ARTICLE 5	WORK ADMINISTRATION, COMPENSATION AND SPECIAL PAYMENTS
ARTICLE 6	TIME OFF
ARTICLE 8	LAYOFFS
ARTICLE 9	OCCUPATIONAL SAFETY AND HEALTH
APPENDIX A	WORKING CONDITIONS
APPENDIX C	COMPENSATION, TRANSFER AND UPGRADES
APPENDIX E	ALL TITLES

**Section D2.02 (continued)**

The following provisions will apply:

**Section D3 CLASSIFICATION OF EMPLOYEES**

For the purposes of this agreement, all employees hired after the effective date of this agreement, unless otherwise specified by management, will be probationary. Employees will remain probationary for twelve (12) months. Probationary employees may be terminated at any time for any reason during the 12-month period.

Term employees are employees whose employment is for a designated period of time, to be determined by the Company, not to exceed three (3) years. Term employees may be terminated at any time for any reason during their term of employment.

**Section D4 SENIORITY**

**Section D4.01**

Seniority as used in this agreement shall mean Net Credited Service (NCS) with the Company as determined by the Benefit Plan Committee.

**Section D4.02**

If more than one (1) employee has the same Seniority date, the employee whose last four Social Security Number digits comprise the larger number will be treated as if he/she were more senior. If two (2) employees with the same NCS date, also have the same last four (4) Social Security Number digits, revert to the middle two (2) digits of the Social Security Number to determine the most senior employee, with the higher number treated as most senior.

**D5 TIME OFF**

**Section D5.01 PAID HOLIDAYS**

Seven (7) paid holidays (“Recognized Holidays”) shall be observed as follows:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day



### **Section D5.01 (continued)**

If a Recognized Holiday falls on a Saturday or Sunday, the Company will designate the Friday preceding the Recognized Holiday or the succeeding Monday to be observed as the Recognized Holiday, or, designate the holiday as a floating holiday in advance. If so designated, the floating holiday will be taken on the day of the employee's choice on any day after the Recognized Holiday.

Holiday shifts are shifts starting on the Recognized Holiday or, if per the preceding paragraph, a different day is designated, on that designated day.

Employees who are regularly dedicated to a customer site may observe holidays that are different from those identified above, as determined by the Company. In no case will an employee be eligible for more than or less than seven (7) paid holidays in a calendar year.

Employees will be paid for the Recognized Holiday provided that they work all of their scheduled hours immediately before and after the Recognized Holiday or are excused by management. Employees who are unable to work due to illness for any portion of their scheduled hours immediately before or after the Recognized Holiday are not excused by management for the purposes of the holiday payment specified in this Section subject to the following:

**A.** The day before a holiday:

- 1.** An employee, who reports out, for any reason including sickness, and who subsequently comes to work and works a minimum of half of his/her scheduled hours may be considered excused by management for the purposes of the holiday payment specified in this Section.

**B.** The day after a holiday:

- 1.** An employee, who reports to work at the start of his/her scheduled hours and works a minimum of half of his/her scheduled hours and who then reports out, for any reason including sickness, may be considered excused by management for the purposes of the holiday payment specified in this Section.

### **Section D5.02 WORKING ON A HOLIDAY**

Employees who work on a holiday will not be given a day off to be taken at a later date. Employees who work on a holiday will be paid eight (8) hours at straight time for the holiday and at time and one half (1 ½) for each hour worked on the holiday.

**Section D5.03      HOLIDAYS DURING A VACATION WEEK**

When a holiday falls during a week in which an employee is on vacation, the day will be treated as a holiday, not as a day of vacation.

**Section D5.04      VACATION YEAR**

The year in which vacation and Personal Days Off may be taken shall be known as the “vacation year.” The vacation year is defined as a period of time beginning December 31<sup>st</sup> and ending on December 30<sup>th</sup> of the following year. Employees must be active on the payroll (not on a leave of absence or on disability) and must physically report to work for at least one (1) day in the vacation year to be eligible to accrue vacation and Personal Days Off.

However, an employee may take vacation for which they would otherwise accrue in a vacation year without performing any work for the Company in that year provided they are not on a leave of absence or disability and such vacation is contiguous to and continues with their vacation for the preceding year; or such vacation begins during the first seven (7) days of the vacation year.

**Section D5.05      VACATION ELIGIBILITY/ACCRUAL**

Employees shall be eligible to accrue vacation, based on their Net Credited Service (NCS) with the Company, as follows:

- A. One (1) week of vacation upon completion of six (6) months of service.
- B. Two (2) weeks of vacation upon completion of twelve (12) months of service. This provision cannot be combined with the above to result in more than two (2) weeks of vacation entitlement in the same vacation year.
- C. Three (3) weeks of vacation to any employee who could complete seven (7) years of service or more but less than fifteen (15) years of service within the vacation year.
- D. Four (4) weeks of vacation to any employee who could complete fifteen (15) years of service or more but less than twenty-five (25) years of service within the vacation year.
- E. Five (5) weeks of vacation to any employee who could complete twenty-five (25) years of service or more within the vacation year.

Vacation pay is based on the employee’s basic wage rate plus shift differential for those employees who received the differential for two (2) full calendar weeks or more immediately prior to the beginning of his/her vacation period.

### **Section D5.05 (continued)**

Vacation will be scheduled and taken in accordance with the terms provided in Section D5.06.

### **Section D5.06 VACATION SELECTION**

The Company shall determine the periods available for the selection and the number of employees allowed off on Vacation. The scheduling of vacation will be in seniority order within individual work groups, as determined by the Company. It is the intent of the parties that employees' selections will be granted to the extent practicable consistent with force requirements and the needs of the service. Employees may schedule their vacation in full weeks and on a day-at-a-time basis during the vacation selection process.

Employees must schedule and take all of their vacation time during the current vacation year. In order to accomplish the above, the Company may, at its discretion, place employees on vacation and require them to take vacation at a specified time.

Those employees who do not take all of their allotted vacation during the vacation year for any reason and who work in a new vacation year must take such unused vacation within sixty (60) days of their first day of work in the new vacation year or prior to December 30 of the new vacation year, whichever is sooner.

### **Section D5.07 PAYMENT IN LIEU FOR EMPLOYEES LEAVING THE COMPANY**

An employee who leaves the Company, other than because of death, layoff, or retirement, will be paid in lieu of all vacation he or she has accrued but has not used in the vacation year, provided that he or she has completed at least six (6) months of service and that he or she has worked during the vacation year in which he or she is leaving. To determine the number of accrued current year vacation hours for such eligible employees to be paid in lieu, see the chart below:

**Section D5.07 (continued)**

Month Employee Leaves Company  Or  (Credited Months)	Annual Eligible Vacation Hours (See Section D5.05 for number of eligible weeks)				
	5 Days or 1 Week (40 Hours)	10 Days or 2 Weeks (80 Hours)	15 Days or 3 Weeks (120 Hours)	20 Days or 4 Weeks (160 Hours)	25 Days or 5 Weeks (200 Hours)
	Number of "Accrued" Current Year Vacation Hours				
Jan. (1)	3	7	10	13	17
Feb. (2)	7	13	20	27	33
Mar. (3)	10	20	30	40	50
Apr. (4)	13	27	40	53	67
May (5)	17	33	50	67	83
Jun. (6)	20	40	60	80	100
Jul. (7)	23	47	70	93	117
Aug. (8)	27	53	80	107	133
Sep. (9)	30	60	90	120	150
Oct. (10)	33	67	100	133	167
Nov. (11)	37	73	110	147	183
Dec. (12)	40	80	120	160	200

If an employee is service pension eligible and retires after working in the vacation year, is laid off under the provisions of Section D8.03, or dies before receiving his/her unused vacation for the vacation year, payment in lieu of vacation will be made for all unused vacation time to the employee or employee's estate in the event of death.

An employee who leaves the Company will be paid in lieu of all unused Personal Days Off (PDOs).

**Section D5.08 PERSONAL DAYS OFF**

Employees are allowed flexibility through the use of Personal Days Off (PDOs) to be off work with pay, subject to approval by management.

Each employee who has completed six (6) months of service will be eligible for seven (7) paid Personal Days Off (PDOs) each vacation year.

The Company may at its discretion require employees to take a Personal Day Off (PDO) at a specified time. The number of Personal Days Off (PDOs) that management may place employees on, is limited to not more than one (1) in each vacation year except as specified in Section D5.09.

**Section D5.09            SELECTION OF PERSONAL DAYS OFF**

All Personal Days Off (PDOs) shall be selected based on seniority within a workgroup as determined by the Company. Employees may be permitted to take all of their Personal Days Off (PDOs) in two (2) hour increments. The Company shall determine periods available for selection and the number of employees allowed off on Personal Days Off (PDOs).

All employees must schedule and take all of their Personal Days Off (PDOs) during the current vacation year. In order to accomplish the above, beginning September 1<sup>st</sup> of each year, the Company may, at its discretion, place employees on Personal Days Off (PDOs) and require them to take a Personal Day Off (PDO) at a specified time.

Those employees who do not take all of their allotted Personal Days Off (PDOs) during the vacation year for any reason and who work in a new vacation year must take such unused Personal Days Off (PDOs) within sixty (60) days of their first day of work in the new vacation year or prior to December 30 of the new vacation year, whichever is sooner.

**Section D5.10            CIVIC DUTY**

Employees must give their supervisor advance notice when they are requested to appear for jury duty. For employees having one (1) or more years of NCS, time off to comply with a summons for obligatory jury duty will be paid subject to court verification. The Company will grant unpaid time off for jury duty for employees having less than one year of NCS and for other court ordered processes. Employees are expected to notify their supervisors as soon as possible of the need for time off to comply with any court order.

When jury duty or other court ordered appearances end at a reasonable time before the end of an employee's scheduled working hours, an employee who would be working except for jury duty or other court ordered appearances will return to work unless the employee has been excused, in advance, by his/her supervisor.

**Section D5.11            DEATH IN AN EMPLOYEE'S IMMEDIATE FAMILY/  
HOUSEHOLD**

Employees will be granted up to three (3) paid days of excused time off due to a death in an employee's immediate family or death of other persons living in the same household. Immediate family includes the employee's parents, stepparents, adoptive parents, children, stepchildren, adoptive children, brothers, stepbrothers, sisters, stepsisters, husband or wife, grandparents, grandchildren, mother-in-law or father-in-law, domestic partner, domestic partner's children, domestic partner's mother, or domestic partner's father. An additional 2 days of unpaid excused time off will be granted where round-trip travel exceeds 500 miles from the employee's home.

If more time off is needed, an employee may request vacation time or unpaid time off, all of which is dependent on the needs of the business. In all cases, supervisory approval is required.

**Section D5.12            ILLNESS ABSENCE**

Employees having one (1) or more years of NCS shall be paid at the basic wage rate for illness absence on scheduled workdays, up to a maximum of five (5) paid illness absence days (maximum forty (40) paid illness absence hours) per calendar year. Employees must notify their supervisor before their scheduled start time that they will be absent from work due to illness.

*Employees working in geographical locations with paid sick leave laws effective after April 9, 2016 will be advanced Personal Days Off (PDOs) prior to six (6) months of service and in the amount required to comply with the paid sick leave laws. Remaining Personal Days Off (PDOs), if any, will be granted in accordance with Appendix D, Section D5.08.*

**Section D5.13            EXCUSED TIME REQUIRED BY LAW**

Employees will be granted other excused time off (paid or unpaid) as required by applicable State and/or Federal laws.

**Section D6                WORKING CONDITIONS**

**Section D6.01            WORK SCHEDULES**

The Company will determine employee work schedules. An employee's scheduled work hours may start at any time of the day, on any day of the week and may be spread over any six (6) days of the week. Work schedules will cover a minimum period of one week and are subject to change by the Company. The Company will endeavor to provide forty-eight (48) hours notice to the employee of a change in work schedule. The Company will also endeavor to meet and confer with the Union regarding a change in an employee's schedule that will result in a 6-day or a split workday work schedule. However, any change in schedule shall continue to be at the Company's discretion.

**Section D6.02            SPLIT WORK DAYS**

The Company may schedule employees to work a split workday. A split workday is a divided workday, with hours off in between.

**Section D6.03            CHANGE/CANCELLATION OF HOURS**

Employees will be treated in accordance with applicable Federal and/or State Laws when the Company cancels or changes scheduled work hours.

**Section D6.04 OVERTIME**

Employees may be required to work overtime subject to the needs of the business. Employees scheduled to work overtime will be paid in accordance with applicable Federal and/or State Laws.

**Section D6.05 SHIFT DIFFERENTIALS**

Employees who are assigned to work 50% or more of their normally scheduled workday between the hours of 7:01 p.m. and 6:59 a.m. will receive a differential equal to 10% of their basic hourly wage rate for all hours worked. This differential, as outlined above, will also be applied to overtime hours worked in conjunction with such scheduled hours.

Shift differentials will be included in the employee's rate of pay for purposes of computing payments during periods of vacation, holidays, and other absences with pay, provided that the employee received the differential for two (2) full calendar weeks or more immediately prior to the beginning of his/her vacation period, holiday or other absence with pay.

**Section D6.06 SUNDAY PREMIUM PAYMENTS**

Time worked on Sunday shall be paid for at the rate of one and one-half (1-1/2) hours' pay for each hour worked. Sunday tours/shifts are tours/shifts starting on Sunday.

**Section D6.07 MEAL PERIODS**

Unpaid meal periods will normally be scheduled for thirty (30), forty-five (45) or sixty (60) minutes, as determined by the Company.

**Section D6.08 REST PERIODS**

Rest periods will be assigned in accordance with State and/or Federal law; however, they will be fifteen (15) minutes in length.

**Section D6.09 WORKING IN A DIFFERENT TITLE**

The assignment of a particular title to an employee does not mean that the employee shall perform only the kind of work coming under his/her title classification, or that certain kinds of work shall be performed exclusively by certain classifications of employees.

In addition, from time to time, management employees may perform some functions of the Senior Field Service Representative. Managers will continue as necessary to perform these functions.

**Section D6.10 TRAVEL AND TEMPORARY WORK LOCATIONS**

- A. The Company will either furnish all means of transportation or specify what transportation shall be used for travel on Company business.
- B. Employees who agree to use their personal vehicles for Company business will be reimbursed at the then current IRS reimbursement rate for mileage.
- C. Employees may be assigned to work at a temporary work location. When employees are assigned to work at a temporary work location, the employee will be reimbursed for travel time and transportation expenses to and from the temporary work location in excess of that required for the employee's normal commute. This section does not apply to employees who home garage a Company vehicle pursuant to Section D6.14E.
- D. Transportation expenses include, but are not limited to, mileage, bridge toll, parking, airfare, and bus fare.

**Section D6.11 OVERNIGHT TRIPS**

If the Company determines that overnight travel is required, the employee will be reimbursed for expenses, which are supported by receipts as follows:

- A. Transportation expenses as described in Section D6.10
- B. Lodging, approved in advance by the Company
- C. Meals, not to exceed forty-two dollars (\$42.00) per day, unless management approves a higher amount in advance.

**Section D6.12 CHANGES TO JOB TITLES**

- A. Whenever the Company determines it is appropriate to create a new job title or change a job title in Appendix D, it shall give advance notice to the Union. The Union may initiate negotiations over wage ranges regarding new job titles.
- B. Whenever, during the life of the Contract, the Company determines it appropriate to create a new job title in Appendix D, it shall proceed as follows:
  - 1. The Company will give advance notice to the Union in writing of such new job title and provisional wage range. Notification will include information about the new or changed job title and the assigned provisional wage range. Upon such notification, the Company may proceed to staff such position within the provisional wage range.



**Section D6.12.B (continued)**

2. The Company agrees to meet with the Union, upon the Union's request, to discuss all aspects, which led to the Company's decision to create the new job title and the assigned provisional wage range.
  3. The Company will conduct a follow-up review to assess whether the provisional wage range remains appropriate. The follow-up review will occur no less than six (6) months after staffing. After the Company's follow-up review is completed, the Company will notify the Union in writing. The notification will include information regarding the wage range.
- C. Within thirty (30) days from the Union's receipt of the notice referred to in Section D6.12B3, the Union shall have the right to initiate negotiations concerning the wage range established by the Company.
- D. The parties agree that they shall negotiate for a period of no more than sixty (60) calendar days from the date such negotiations commenced. If no agreement is reached within the sixty (60) calendar days, the Union may elect to submit the issue to a Neutral Third Party for resolution. The Union will notify the Company in writing of its intent to submit the issue to a Neutral Third Party within thirty (30) calendar days from the conclusion of the negotiations. If the Company does not receive written notification within the thirty (30) calendar day period referred to above, the matter shall be considered settled in the Company's favor.
- E. All the time limits in Section D6.12 may be extended by mutual agreement.
- F. If the parties reach an agreement, such agreement on the wage range shall be applied retroactively to the day of establishment of the new job title and wage range.
- G. The Neutral Third Party referred to above shall be selected from the panel of arbitrators referred to in Section D11.07 of this agreement.
1. The Neutral Third Party will render a written decision within fifteen (15) working days after the hearing.
  2. The Neutral Third Party is empowered to decide only whether the wage rate assigned by the Company or the wage rate requested by the Union is the appropriate rate.
  3. The Neutral Third Party shall have no authority to add to, subtract from, or modify any provisions of this Agreement.

**Section D6.12.G (continued)**

- 4. The Neutral Third Party's decision shall be applied retroactively to the day of the establishment of the new job title and wage rate.
- H. The procedures set forth in Section D6.12 shall be the exclusive means by which the Union may dispute the wage range set by the Company.

**Section D6.13 STANDBY**

Employees who are assigned standby duty will be paid \$105 for each week of such assignment. This assignment will begin on Friday at 5:01 p.m. and continue for seven (7) consecutive days ending on the following Friday at 5:00 p.m. This payment shall be in addition to any applicable compensation for such duty. Management will assign the standby duty amongst those qualified employees by seniority on a rotational basis. Separate standby assignments may be scheduled for on-site customer employees, as determined by the Company.

Following the selection processes identified in Sections D5.06 and D5.08, employees who have prescheduled and approved vacation and Personal Days Off will not be subsequently assigned standby duty in conflict with that prescheduled and approved vacation and Personal Days Off.

Employees who are called for work, which requires their immediate services, shall be compensated at the employee's applicable rate of pay:

- A. From the time the employees leave their home to report to work until their return to their residence or,
- B. from the time the employees begin work remotely and complete their work or, if applicable, until their return to their residence.

Time spent on Standby, exclusive of call-outs, will not be considered as time worked.

Standby pay amounts will not enter into computations of any payments under the Company plans for Pension, Disability Benefits, Savings and Death Benefits or any other benefits or differentials.

## **Section D6.14 HOME GARAGING**

- A.** At the Company's discretion, certain employees who use a Company vehicle may be required to take the Company vehicle home as part of their normal job responsibilities.
- B.** Employees who home garage Company vehicles will be expected to provide normally secure and legal storage of the vehicle at the employee's residence.
- C.** Operating and maintenance costs will be at the Company's expense. The employee is responsible for adhering to preventative maintenance and vehicle inspection schedules and arranging for any necessary work to be done in accordance with Company procedures.
- D.** The vehicle is to be used solely for Company business and travel between the employee's residence and his/her work location. Only properly authorized persons may ride in or operate the vehicle. Personal use of the vehicle is prohibited.
- E.** The normal commute spent driving in each direction (i.e. reporting to the first work location and commuting home from the last work location) for employees who home garage a Company vehicle is considered to be a minimum of sixty (60) minutes and will not be considered as time worked for pay treatment purposes.

However, time spent in excess of 60 minutes commuting in each direction will be considered as time worked for pay treatment purposes.

Employees who home garage a Company vehicle and arrive at their first work site before 60 minutes have passed from leaving their home will be paid from when they begin work at their first work location.

- F.** The Company will indemnify and hold harmless from liability, employees who are determined to be liable to others as result of simple negligence when using a Company vehicle that is "home garaged" in the course and scope of their employment.
- G.** Local Union Representatives may meet with employees for 30 (thirty) minutes every quarter; such time and location will be arranged and approved by management in advance of such meeting date.

## **Section D6.15 FOUR DAY WORKWEEK/OTHER ALTERNATIVE WORK SCHEDULES**

In certain instances, due to customer requirements, the Company may, in the future, need to establish alternative work schedules which may include, but is not limited to, a four day workweek.

**Section D7                    COMPENSATION**

**Section D7.01                ELIGIBILITY**

All employees with twelve (12) months of service who are active on the payroll (not on disability or a leave of absence) on the effective date of a wage increase may be eligible for a wage increase.

However, employees will be ineligible for a wage increase if during the performance year their year-end performance review was unsatisfactory.

Employees, who on the effective date of the wage increase, are on disability or a leave of absence, if otherwise eligible, will receive a wage increase effective on their return to work date.

**APPENDIX D7.02                WEEKLY WAGES**

	<b>Effective October 1, 2016</b>		<b>Effective August 10, 2017</b>	
<b>Wage Range</b>	<b>Minimum</b>	<b>Maximum</b>	<b>Minimum</b>	<b>Maximum</b>
Associate Field Service Representative	\$478.00	\$959.00	\$492.00	\$988.00
Field Service Representative	\$598.00	\$1,438.00	\$616.00	\$1,481.00
Senior Field Service Representative	\$718.00	\$1,797.00	\$740.00	\$1,851.00

	<b>Effective April 8, 2018</b>		<b>Effective April 7, 2019</b>	
<b>Wage Range</b>	<b>Minimum</b>	<b>Maximum</b>	<b>Minimum</b>	<b>Maximum</b>
Associate Field Service Representative	\$503.00	\$1,010.00	\$516.00	\$1,035.00
Field Service Representative	\$630.00	\$1,514.00	\$646.00	\$1,552.00
Senior Field Service Representative	\$757.00	\$1,893.00	\$776.00	\$1,940.00

**Section D7.02 (continued)**

Employees will be hired in at no less than the minimum of the wage range in effect for their title, and may be hired at any rate within the wage range in effect for the job title.

Employees will be paid on a bi-weekly basis. Payment of wages for each two-week period will be made no later than the Friday following the end of the pay-period.

**Section D7.03                      WAGE INCREASES**

Eligible employees will receive the following percent increases to their weekly wage rate:

October 1, 2016	3.0%
<i>August 10, 2017</i>	3.0%
April 8, 2018	2.25%
April 7, 2019	2.5%

**Section D7.04                      DISCRETIONARY WAGE INCREASES**

Any amount up to an additional five (5) percent increase to an employee's weekly wage rate may be granted to individual employees at the Company's discretion.

**Section D7.05                      LUMP SUM WAGE INCREASES**

An increase in Section D7.03 or D7.04 that results in a weekly wage rate in excess of the maximum weekly wage rate for any job title will have the excess amount above the maximum paid in one lump sum payment.

**Section D7.06                      ADDITIONAL CASH AWARDS**

The Company may provide employees with additional cash awards.

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

**Section D7.07                      TIME INCREMENTS**

The Companies shall have the right to pay in one-minute increments and to select and implement the timekeeping systems to be used for this purpose.

**Section D8                    FORCE ADJUSTMENT**

**Section D8.01              TRANSFERS**

The Company may in its discretion hire employees off the street or from outside of Appendix D to fill vacancies. However, if the Company determines that a vacancy is to be filled from within Appendix D, it will post a notice of the vacancy. Regular employees with at least eighteen (18) months of time in title, unless waived by the Company, and who have satisfactory attendance and work performance may apply for the vacancy.

In deciding who will be selected for a vacancy, the Company will determine which regular employee is most qualified to fill the position. The Company will consider an employee's qualifications and where, in the judgment of the Company, an employee's qualifications are equal, it will use seniority. The Company may elect to retreat an employee within the first nine (9) months from the date the employee accepted the position.

If an employee transfers to a position in a higher wage range the employee may receive an increase to their base wage rate in any amount up to an additional five (5) percent. If the additional percent increase does not bring the employees base wage rate up to the minimum of the new wage range, the employee will be paid at the minimum of the wage range for the new position.

**Section D8.02              RELOCATION OF WORK**

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

**Section D8.03              FORCE ADJUSTMENT**

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

**Section D8.04            LAYOFF ALLOWANCE**

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

<b>LENGTH OF SERVICE</b>	<b>LAYOFF ALLOWANCE</b>
0 - 12 Months	1 week of pay
13 - 24 Months	2 weeks of pay
25 - 47 Months	3 weeks of pay
48 Months or More	4 weeks of pay

**Section D8.05            PRIORITY REHIRE**

Employees who are laid off with satisfactory attendance and work performance and who apply for re-employment in the same position that they were laid off from will receive priority consideration for re-hire over new applicants for twelve (12) months from his/her layoff date.

**Section D9                BENEFIT PLANS**

**Section D9.01**

In the event, during the life of this contract, the Company desires to make any change to the Benefit Plans which would affect the benefits of employees within Appendix D, it will, before making any such change, notify the Union and afford the Union a period of sixty (60) calendar days for bargaining, provided, however, that no change may be made in the Plans which would reduce or diminish the benefits provided thereunder, as they may apply to employees within Appendix D, without consent of the Union.

**Section D9.02**

Any claim that Section D9.01 has been violated may be presented as a grievance and, if not resolved by the parties under their Problem Resolution Process, may be submitted to arbitration pursuant to provisions of Section D10. Any decision or action of the Company shall be controlling unless shown to have been discriminatory or in bad faith, and only the question of discrimination or bad faith shall be subject to the grievance procedure and arbitration. However, nothing in this contract shall be construed to subject the Plans or their administration to the grievance or arbitration procedures.

**Section D9.03**

The sole remedy for issues with respect to questions of whether benefits are due to covered employees, including the amount of any benefits due, is the claim and appeal process as defined in each of the Benefit Plans.

## Section D9.04

The agreements between the Company and the Union regarding benefit plans establish the benefits that the Company will provide to employees in Appendix D, but are not intended to be plans or plan documents under the Employee Retirement Income Security Act (ERISA).

## Section D10 PROBLEM RESOLUTION PROCESS

Article 7, Problem Resolution Procedure will replace Appendix D10, Problem Resolution Process, Sections, D10.01 – D10.12.

Note: The only provision of Article 3, Section 3.02 that applies to Appendix D employees is Section 3.02A. Payment for Union representatives will be made pursuant to Appendix D, Section 2.02.

## Section D11 MEMORANDA OF AGREEMENT

The following Memoranda of Agreement will apply:

<b>SUBJECT</b>	<b>DATE</b>	<b>D MOA Number</b>
Joint Committee Problem Resolution	4/17/06	D04-02
SBC @ Home Employee Discount Program	3/8/04	D04-03
Subcontracting	2/23/04	D04-04
Home Garaging and Standby Committees	3/18/04	D04-05
MOA Concerning Movement of Employees	4/27/06	D04-08
No Strike/No Lockout	8/09/09	D09-04
<b><i>Benefits Appendix D</i></b>	<b><i>10/14/17</i></b>	<b><i>17-04</i></b>
<b><i>MOAs, Letters &amp; Intent Statements (only to extent specified in the particular MOA)</i></b>	<b><i>2/14/18</i></b>	<b><i>17-25</i></b>
Tuition Aid	5/20/13	13-12
<b><i>Success Sharing Plan (SSP)</i></b>	<b><i>10/14/17</i></b>	<b><i>17-08</i></b>



**Section D11 (continued)**

<i>National Transfer Plan</i>	<i>10/14/17</i>	<i>17-05</i>
Benefits Rep – Union Appointment	5/20/13	13-17
<b><i>Benefits Rep – Union Appointment</i></b>	<b><i>10/14/17</i></b>	<b><i>13-17A</i></b>
Rehired Retirees	5/20/13	13-21
Guaranteed Time Off	5/20/13	13-23
<i>Work Boots</i>	<i>10/14/17</i>	<i>17-11</i>
<i>Horizons</i>	<i>10/14/17</i>	<i>17-20</i>
<i>Successorship</i>	<i>10/14/17</i>	<i>17-16</i>
Quality of Work Life Committee	5/20/13	13-38

No other Memoranda of Agreement apply to Appendix D.

## APPENDIX E

### Section E1 CONTRACT MODIFICATIONS

The employees will be administered in accordance with the provisions of the current collective bargaining agreement between Pacific Bell Telephone Company, Nevada Bell Telephone Company, AT&T Services, Inc., SBC Global Services, Inc. and ***DIRECTV, LLC*** and the Communications Workers of America, except as modified below. To the extent any of the provisions of Appendix E may be found to be in conflict with the provisions of the current collective bargaining agreement between Pacific Bell Telephone Company, Nevada Bell Telephone Company, AT&T Services, Inc., AT&T Video Services, Inc., SBC Global Services, Inc. and ***DIRECTV, LLC*** and the Communications Workers of America, Appendix E shall control.

### Section E1.01 ARTICLE 2 FORCE ALLOCATION

Except as identified in Sections E1.01B, E1.01C, and E1.01D below, the provisions of Article 2 will not apply. The following force allocation provisions will be in effect:

#### A. Transfers within Appendix E

The Company may in its discretion hire employees off the street or from outside of Appendix E to fill vacancies. However, if the Company determines that a vacancy is to be filled from within Appendix E, it will post a notice of the vacancy. Employees with at least ***twenty-four (24)*** months of time in title, unless waived by the Company, and who have satisfactory attendance and work performance may apply for the vacancy.

In deciding who will be selected for a vacancy, the Company will determine which employee is most qualified to fill the position. The Company will consider an employee's qualifications and where, in the judgment of the Company are equal, it will use seniority. The Company may elect to retreat an employee within the first nine (9) months from the date the employee accepted the position.

When an employee transfers to a higher or a lower wage schedule the employee will move to the same wage schedule step on the new wage schedule that the employee was at on the old wage schedule. In addition, the employee's time spent, months and days, at the step on the old wage schedule will count towards the time required for the employee to progress to the next higher step on the new wage schedule.

## **Section E1.01 (continued)**

### **B. Transfers to Appendices A and D**

Any Regular employee who meets the following criteria may submit transfer requests for positions in Appendices A, B, and D as described in Article 2, Section 2.04 (except 2.04E) of that agreement:

- *Twenty-four (24)* months of time-in-title and time-in-location
- satisfactory attendance
- satisfactory performance
- testing requirements
- other requirements as determined by the Company

### **C. Voluntary Transfers From Another Appendix Into Appendix E**

The Companies at their discretion may place requisitions for Appendix E positions into AUTS. If the Companies choose to do so, Article 2, Section 2.04 will apply.

### **D. Treatment of Surplus Appendix A Employees Who Move to Appendix E**

The Companies at their discretion may place Appendix A employees identified as surplus into Appendix E job titles. All such employees will remain as Regular full time. A job offer to a job title in Appendix E will meet the commitment of a guaranteed job offer under Section 2.01 Employment Security Commitment. Appendix A surplus employees who refuse such an assignment will be treated under the terms and conditions of a similarly situated employee offered a position in Appendix A. Surplus employees who accept a position in Appendix E will not be eligible for the Reassignment Pay Protection Plan (Article 2, Section 2.06B9). Instead, if the employee's current weekly rate of pay is above the maximum weekly wage rate for the new title, there will be no change in the employee's rate of pay until the weekly rate of pay in the new job title exceeds the employee's higher frozen weekly rate of pay. If the employee's current weekly rate of pay is equal to or below the weekly rate of pay for the new job title the terms and conditions of Section C8 Wage Administration Practice will apply.

The terms and conditions of Appendix E will apply to surplus employees, who accept a position within Appendix E, with the following exceptions. When surplus employees from Appendix A are assigned into positions in Appendix E the following provisions of the current collective bargaining agreement between Pacific Bell Telephone Company, Nevada Bell Telephone Company, AT&T Services, Inc., SBC Global Services, Inc. and

**Section E1.01.D (continued)**

*DIRECTV, LLC* and the Communications Workers of America shall continue to apply to such employees in lieu of any otherwise applicable provisions of Appendix E, while they remain in the title into which they are assigned:

- Article 2, except for voluntary transfers within Appendix E job titles, for which the terms and conditions of Appendix E will apply
- Section 5.01F, G and H Sickness Absence Payments
- Section 5.03 Shift Differentials
- Section 5.04 Overtime and Call Outs
- Section 6.02 Vacation
- Section 6.03 Holidays
- Section 6.04 Personal Days Off
- Section 6.06 Planned Time Off
- MOA 89-17 Extended Health Care Coverage Following Termination
- MOA 89-29 Long Term Disability and Disability Pension Plans
- MOA 95-18 Special Leave of Absence and Transition Leave of Absence
- MOA 04-12 Article 2 – ESRO
- MOA 93-6 Office Closures
- MOA 95-17 Relocation Expense Treatment
- MOA 02-11 Article 2 Liaison Committee Trial

The above treatment shall continue only for the period he/she remains in the job title assigned in Appendix E following his/her surplus declaration or subsequently assigned following a subsequent surplus declaration. If an employee voluntarily transfers from the assigned Appendix E job to any other job title the above treatment will not be continued; it will end on the effective date of the transfer.

## **Section E1.01 (continued)**

### **E. Seniority**

Seniority as used in this Appendix shall mean Net Credited Service (NCS) with the Company as determined by the Pension Plan Administrator.

If more than one (1) employee has the same Seniority date, the employee whose last four (4) Social Security Number digits comprise the larger number will be treated as if he/she were more senior. If two (2) employees with the same NCS date, also have the same last four (4) Social Security Number digits, revert to the middle two (2) digits of the Social Security Number to determine the most senior employee, with the higher number treated as most senior.

### **F. Relocation Of Work**

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

## **Section E1.02            ARTICLE 4 JOB TITLES AND CLASSIFICATIONS**

The provisions of Article 4 will not apply except for the following Sections:

- 4.01 (New Job Titles and Job Classifications); and
- 4.03 B (Term Employees), as modified below; and
- 4.03 C (Temporary Employees); and
- 4.03 D (Occasional Employees).

The following will also apply:

The Companies may at their discretion hire employees into any of the classifications listed in Section E1.02.

### **A. Term Employees**

If a Term employee covered by Appendix E attains thirty six (36) months of service, the employee shall either be work completed or converted to a Regular Employee at the Company's discretion. If the employee is converted to a Regular Employee, the employee will continue to be covered by the terms, conditions and benefits provided by Appendix E.

1. All part-time employees shall receive payments under the Companies' benefit plans and payment programs as described in this section.

**Section E1.02 (continued)**

**B. Regular Employees**

A Regular employee is one who is engaged for the usual activities of the business and whose employment is reasonably expected to continue, although employment may be terminated by action on the part of the Company or the employee.

**C. Probationary Employees**

All employees hired into Appendix E will remain probationary for twelve (12) months. Probationary employees may be terminated at any time for any reason during the twelve (12) month period.

**D. Part-Time Employees**

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. Treatment of a part-time employee under the Companies' benefit plans and payment programs is dependent on the employee's "average workweek".

1. All part-time employees shall receive payments under the Companies' benefit and payment programs as described in this section.
  - a. When an employee begins working part-time the "average workweek" will be determined in advance by dividing the employee's normally expected scheduled hours per month by 4.35 and rounding the result to the next higher whole number. (For example: 68 hours per month divided by 4.35 equals 15.6, rounded to an average workweek of 16 hours). This "average workweek" will apply until an employee has worked a full calendar quarter as a part-time employee.
  - b. After an employee has worked a full calendar quarter as a part-time employee, the "average workweek" will be re-determined as of the end of each calendar quarter during which the employee was classified as a part-time employee for the entire quarter. The "average workweek" for the following quarter will be determined by averaging all hours worked during the prior quarter. This average includes:
    - (i) Hours worked up to a maximum of eight (8) per day or forty (40) per week; and

**Section E1.02.D.1.b (continued)**

- (ii) Hours scheduled or assigned to be worked but excused, paid or unpaid.

The total of (i) & (ii) above will be limited to a maximum of eight (8) hours per day or forty (40) per week.

- c. For periods of service as a part-time employee calculations for wages or service for each of the following benefit plans and payment programs will be based on the relationship of the individual part-time employee's "average workweek" to a forty (40) hour workweek:

- Comprehensive Disability Benefit Plan
- Life Insurance Plans
- Savings Plan
- Severance Plan
- Vacation, Holiday and Paid Personal Days Off
- Sickness Absence Payments

- d. Monthly contributions to the Medical, Dental and Vision Plans will be prorated using the same percentage calculated in Section 1 above. The Companies will pay that percent of the cost of coverage for Medical, Dental and Vision care. The part-time employee will pay the difference between the Company contributions and the cost of the plan.

- 2. A part-time employee shall not be paid Sickness Absence payments unless such absence due to sickness occurs on a day of the week on which the employee is normally scheduled to work and a full-time employee in the same circumstance would be paid.

**Section E1.03      ARTICLE 5 WORK ADMINISTRATION, COMPENSATION AND SPECIAL PAYMENTS**

Except for Sections 5.01A, 5.01B, 5.01C, and 5.07, the provisions of Article 5 will not apply. The following working conditions will be in effect:

**A.      Work Schedules**

The Company will determine and post the work schedules. Insofar as service requirements and the conditions of the business permit, selection of work schedules shall be, when practical, by seniority. The responsibility for determining the requirements and conditions rests solely with the Company. No later than 12 p.m. on Friday of each week, work schedules for the next calendar week shall be posted or otherwise be made available to show the assigned tours each employee is to work

**Section E1.03 (continued)**

the following week. Employee's scheduled work hours may start at any time of the day, on any day of the week and may be spread over any six (6) days of the week. Work schedules will be posted for a minimum period of two (2) weeks and are subject to change, with forty-eight (48) hours notice to the employee. Employees will have the opportunity to work *forty (40)* hours in a week. All time off from scheduled work will be counted toward the *forty (40)* hours.

**B. Split Work Days**

The Company may schedule employees to work a split workday. A split workday is a divided workday, with hours off in between.

**C. Change Of Hours**

If an employee is notified less than twelve (12) hours before the originally scheduled start time of a change in work hours, the affected employee will receive two (2) hours of pay at the straight time rate.

**D. Cancellation Of Hours**

1. If an employee is notified less than twelve (12) hours before the originally scheduled start time that the scheduled hours are canceled, the affected employee will receive two (2) hours of pay at the straight time rate.
2. If an employee begins work at the scheduled time on a scheduled workday, the employee's scheduled hours for the remainder of that workday cannot be canceled.

**E. Overtime**

1. Employees may be required to work overtime subject to the needs of the business. Employees scheduled to work overtime will be paid in accordance with the following:
  - a. Hours worked in excess of eight (8) hours in a workday shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.
  - b. Hours worked in excess of twelve (12) hours in a workday shall be paid at the rate of two (2) times the employee's regular rate of pay.
  - c. Hours worked in excess of forty (40) hours in a workweek shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.



## **Section E1.03 (continued)**

2. Employees will not be scheduled or assigned overtime in excess of *fourteen (14)* hours in a calendar week unless either the employee consents to such overtime assignment or as determined by management there exists an emergency condition.
  - a. An emergency condition shall be defined as acute service demands caused by events of national, state or local importance, such as earthquakes, fires, explosions, floods, severe weather conditions, severe storm conditions, other natural disasters, government declared states of emergency, or other unanticipated conditions, such as civil strife, major cable or equipment failure, other catastrophes, or acts of God.

### **F. Distribution of Overtime**

The Companies will distribute the opportunity to work overtime as equitably as the needs of the business will permit. Lists shall be maintained on a monthly accumulative basis for each appropriate employee group, as determined by the Companies, showing the distribution in terms of overtime hours worked. The provisions of this Section shall not be subject to arbitration.

### **G. Shift Differentials**

Employees who are scheduled to work an evening or night assignment in which more than fifty (50) percent of the time falls between the hours of 6:00 p.m. and 6:00 a.m., shall receive a daily premium payment of ten (10) percent of their base wages for each day worked. Shift differentials will be included in the employee's rate of pay for purposes of computing payments during periods of vacation and holidays, if the following conditions are met:

1. An employee works one (1) full work week of evening or night assignments before his/her vacation or holiday and is scheduled to work one (1) full work week of evening or night assignments, following his/her vacation or holiday.

### **H. Sunday Premium Payments**

Employees who work on a Sunday shall receive the rate of one and one-half (1 ½) times the employee's base wages, up to a maximum of eight (8) hours per day. Employees who are excused from work with pay during scheduled hours on Sunday shall be paid at straight time for the excused absence. This premium pay will not be offset against daily or weekly overtime pay otherwise due for the week.

**Section E1.03 (continued)**

**I. Meal Periods**

Unpaid meal periods will normally be scheduled for thirty (30), forty-five (45) or sixty (60) minutes, as determined by the Company.

**J. Rest Periods**

Rest periods will be assigned in accordance with State and/or Federal law; however, they will be fifteen (15) minutes in length.

**K. Relief Differential**

Employees will be paid a differential of eight dollars (\$8.00) when in addition to their normal duties they relieve or assist a manager for four (4) hours or more. Relief Differential assignments specifically exclude administering discipline to other employees.

**L. Working In A Different Title**

The assignment of a particular title to an employee does not mean that the employee shall perform only the kind of work coming under his/her title classification, or that certain kinds of work shall be performed exclusively by certain classifications of employees.

**M. Travel and Temporary Work Locations**

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

**Section E1.03 (continued)**

**N. Overnight Trips**

If the Company determines that overnight travel is required, the employee will be eligible to receive:

1. Transportation expenses as described in Section E1.03M
2. Lodging, approved in advance by the Company
3. Per diem of forty-two dollars (\$42) per day

**O. Branded Apparel**

In order to provide employees with a consistent, recognizable appearance to customers which differentiates the Company from its competitors, the Company may, at its discretion, implement a mandatory branded apparel program. Employees will be required to wear the branded apparel while working on Company time. The Company may change the program at its discretion. However, in no circumstance will employees be required to pay for the branded apparel provided by the Company under the program. Once Implemented, the Company can cancel the program with thirty (30) days notice.

**P. Appearance Standards/Dress Code**

The Company may, implement appearance standards and/or a dress code which requires employees to have a professional appearance appropriate for the business environment, consistent with State and Federal laws. The standards and code will be uniformly applied to all employees. The Company may change the standards and code upon notice to the Union.

**Q. Home Dispatch**

The Company may, at its discretion, implement a mandatory Home Dispatch Program. The Company may change the program at its discretion. Once implemented, the Company can cancel the program with thirty (30) days notice.

**Section E1.04      ARTICLE 6 TIME OFF**

The provisions of Article 6 will not apply. The following time off provisions will be in effect:

**A. Paid Holidays**

Seven (7) paid holidays shall be observed as follows:

New Year's Day

**Section E1.04.A (continued)**

Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day

Holidays that fall on a Sunday will be observed on the following Monday. When a holiday falls on a Saturday, employees will be given another day off in a subsequent week or a preceding week as determined by the Company. All time off earned in the previous vacation year, must be taken before any time off in the current vacation year can be taken.

**B. Working On A Holiday**

Employees who work on a holiday, will not be given a day off to be taken at a later date. Employees who work on a holiday will be paid eight (8) hours at straight time for the holiday and at time and one half (1 ½) for each hour worked on the holiday. This premium pay will not be offset against daily or weekly overtime pay otherwise due for the week.

**C. Holidays During A Vacation Week**

When a holiday falls during a week in which an employee is on vacation, the day will be treated as a holiday, not as a day of vacation.

**D. Vacation Year**

The year in which vacation and Personal Days off may be taken shall be known as the “vacation year.” The vacation year is defined as a period of time beginning December 31<sup>st</sup> and ending on December 30<sup>th</sup> of the following year. Employees must be active on the payroll (not on a leave of absence or on disability) and must physically report to work for at least one (1) day in the vacation year to be eligible to accrue vacation and Personal Days Off.

However, an employee may take vacation which they would otherwise accrue in a vacation year without performing any work for the Company in that year provided they are not on a leave of absence or disability and such vacation is contiguous to and continues with their vacation for the preceding year; or such vacation begins during the first seven (7) days of the vacation year.

## **Section E1.04 (continued)**

### **E. Vacation Eligibility**

Employees shall be eligible to accrue vacation, based on their Net Credited Service (NCS) with the Company, as follows:

1. One (1) week of vacation upon completion of six (6) months of service.
2. Two (2) weeks of vacation upon completion of twelve (12) months of service. This provision cannot be combined with the above to result in more than two (2) weeks of vacation entitlement in the same vacation year.
3. Three (3) weeks of vacation to any employee who could complete seven (7) years of service or more but less than fifteen (15) years of service within the vacation year.
4. Four (4) weeks of vacation to any employee who could complete fifteen (15) years of service or more but less than twenty-five (25) years of service within the vacation year.
5. Five (5) weeks of vacation to any employee who could complete twenty-five (25) years of service or more within the vacation year.

Vacation will be scheduled and taken in accordance with the terms provided in Section E1.04.

### **F. Carry-over Vacation**

All employees are encouraged to take all of their vacation time during the vacation year. However, a maximum of one (1) week of vacation may be carried over into the next vacation year. A vacation week that is carried over must be taken by April 30<sup>th</sup>.

Other than the one (1) week of carry-over vacation identified above, if the remaining vacation is not scheduled by April 1<sup>st</sup> of the vacation year, the Company may at its discretion place employees on vacation and require them to take vacation at a specified time. The number of weeks management may place employees on vacation is limited to not more than one (1) week in a vacation year. Should the need to place employees on vacation occur, the Company will provide thirty (30) days notice to the affected employees.

**Section E1.04 (continued)**

**G. PAYMENT IN LIEU FOR EMPLOYEES LEAVING THE COMPANY**

An employee who leaves the Company, other than because of death, layoff, or retirement, will be paid in lieu of all vacation he or she has accrued but has not used in the vacation year, provided that he or she has completed at least six (6) months of service and that he or she has worked during the vacation year in which he or she is leaving. To determine the number of accrued current year vacation hours for such eligible employees to be paid in lieu, see the chart below:

Month Employee Leaves Company  Or  (Credited Months)	Annual Eligible Vacation Hours (See Section E1.04E for number of eligible weeks)				
	5 Days or 1 Week (40 Hours)	10 Days or 2 Weeks (80 Hours)	15 Days or 3 Weeks (120 Hours)	20 Days or 4 Weeks (160 Hours)	25 Days or 5 Weeks (200 Hours)
	Number of "Accrued" Current Year Vacation Hours				
Jan. (1)	3	7	10	13	17
Feb. (2)	7	13	20	27	33
Mar. (3)	10	20	30	40	50
Apr. (4)	13	27	40	53	67
May (5)	17	33	50	67	83
Jun. (6)	20	40	60	80	100
Jul. (7)	23	47	70	93	117
Aug. (8)	27	53	80	107	133
Sep. (9)	30	60	90	120	150
Oct. (10)	33	67	100	133	167
Nov. (11)	37	73	110	147	183
Dec. (12)	40	80	120	160	200

If an employee is service pension eligible and retires after working in the vacation year, is laid off under the provisions of Section E1.05, or dies before receiving his/her unused vacation for the vacation year, payment in lieu of vacation will be made for all unused vacation time to the employee or employee's estate in the event of death.

An employee who leaves the Company will be paid in lieu of all unused Personal Days Off.

## **Section E1.04 (continued)**

### **H. Vacation Selection**

Employees may select their vacation in full weeks and on a day-at-a-time basis during the vacation selection process. Vacations shall be selected in a work group as determined by the Company, based on seniority. The Company shall determine periods available for selection and the number of employees allowed off on vacation.

### **I. Personal Days Off**

Employees are allowed flexibility through the use of Personal Days Off (PDOs) to be off work with pay, subject to approval by management.

Each employee who has completed six (6) months of service will be eligible for seven (7) paid Personal Days Off (PDOs) each vacation year.

For Personal Days Off (PDOs) not scheduled by September 1<sup>st</sup> of the vacation year, the Company may at its discretion place employees on Personal Days Off (PDOs) and require them to take Personal Days Off (PDOs) at a specified time. The number of Personal Days Off (PDOs) that management may place employees on, is limited to not more than one (1) in each vacation year. Should the need to place employees on a Personal Day Off (PDO) occur, the Company will provide thirty (30) days notice to the affected employees.

### **J. Carry-Over Of Personal Days Off**

All employees are encouraged to take all of their Personal Days Off (PDOs) during the vacation year. However, Personal Days Off (PDOs) may be carried over into the next vacation year. Personal Days Off (PDOs) that are carried over must be taken by April 30<sup>th</sup>.

### **K. Selection Of Personal Days Off**

All Personal Days Off (PDOs) shall be selected based on seniority within a workgroup as determined by the Company. Employees may be permitted to take all of their Personal Days Off (PDOs) in two (2) hour increments. The Company shall determine periods available for selection and the number of employees allowed off on Personal Days Off (PDOs).

**Section E1.04 (continued)**

**L. Civic Duty**

Employees must give their supervisor advance notice when they are requested to appear for jury duty. Time off to comply with a summons for obligatory jury duty will be paid subject to court verification. The Company will grant unpaid time off for other court ordered processes. Employees are expected to notify their supervisors as soon as possible of the need for time off to comply with any court order.

**M. Death in An Employee’s Immediate Family/Household**

Employees will be granted up to three (3) paid days of excused time off due to a death in the employee’s immediate family. Immediate family includes the employee’s parents, stepparents, adoptive parents, children, stepchildren, adoptive children, brothers, stepbrothers, sisters, stepsisters, husband or wife, domestic partner, domestic partner’s children, domestic partner’s mother, domestic partner’s father, grandparents, grandchildren, mother-in-law or, father-in-law. If more time off is needed, an employee may request vacation time or unpaid time off, all of which is dependent on the needs of the business. In all cases, supervisory approval is required.

**N. Absence**

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

*Employees working in geographical locations with paid sick leave laws effective after April 9, 2016 will be advanced Personal Days Off (PDOs) prior to six (6) months of service and in the amount required to comply with the paid sick leave laws. Remaining Personal Days Off (PDOs), if any, will be granted in accordance with Appendix E, Section E1.04I.*

**O. Excused Time Required By Law**

Employees will be granted other excused time off (paid or unpaid) as required by applicable State and/or Federal laws.

**Section E1.05      ARTICLE 8 LAYOFFS**

The provisions of Article 8 will not apply. The following layoff provisions will be in effect:



**Section E1.05 (continued)**

**A. Force Adjustment**

Whenever force conditions as determined by the Company are considered to warrant a surplus and the possible layoff of employees, the Company shall notify the Union in writing, prior to notifying the affected employees. Employees will be laid off in a process determined by the Company. *If a layoff is necessary, affected employees shall be laid off by inverse seniority order.* The surplus employees designated for layoff will be notified a minimum of *three (3)* weeks prior to the layoff date, unless otherwise provided by law.

**B. Layoff Allowance**

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

<b>LENGTH OF SERVICE</b>	<b>LAYOFF ALLOWANCE</b>
0 - 12 Months	1 week of pay
13 - 24 Months	2 weeks of pay
25 - 47 Months	3 weeks of pay
48 - 71 Months	4 weeks of pay
72 - 95 Months	5 weeks of pay
96 Months or More	6 weeks of pay

**C. Priority Rehire**

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

**Section E1.06      APPENDIX A WORKING CONDITIONS**

The provisions of Appendix A will not apply.

**Section E1.07**      Intentionally left Blank.

**Section E1.08      APPENDIX C COMPENSATION, TRANSFER AND UPGRADES**

The provisions of Appendix C will not apply except for the following Sections:

C8 (Wage Administration Practice)

The following will also apply:

## WAGE INCREASES

### 2016 INCREASE

General Increase

1.	Increase Date	<b>10/1/2016</b>
2.	Top Step	<b>3.0%</b>
3.	Bottom Step	0.0%

### 2017 INCREASE

*Premises Technicians will receive a one-time fifty-five cent (\$0.55) per hour increase applied to all weekly wage steps effective with the 2017 increase to be applied before the 2017 General Increase.*

General Increase

1.	Increase Date	<b>8/10/2017</b>
2.	Top Step	<b>3.0%</b>
3.	Bottom Step	0.0%

### 2018 INCREASE

General Increase

1.	Increase Date	<b>4/8/2018</b>
2.	Top Step	<b>2.25%</b>
3.	Bottom Step	0.0%

### 2019 INCREASE

General Increase

1.	Increase Date	<b>4/7/2019</b>
2.	Top Step	<b>2.5%</b>
3.	Bottom Step	0.0%

**Section E1.08 (continued)**

**Wage Schedules**

***Premises Technician***

TIME INTERVAL BETWEEN STEPS – 6 MONTHS

<u>Step</u>	<u>Weekly Wage Rate</u>			
	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
1	\$423.50	\$445.50	\$445.50	\$445.50
2	\$454.00	\$477.50	\$478.50	\$480.00
3	\$486.50	\$512.00	\$514.50	\$517.00
4	\$521.50	\$549.00	\$553.00	\$557.00
5	\$558.50	\$589.00	\$594.00	\$600.00
6	\$598.50	\$631.50	\$638.50	\$646.50
7	\$641.50	\$677.00	\$686.00	\$696.00
8	\$687.50	\$725.50	\$737.00	\$750.00
9	\$737.00	\$778.00	\$792.00	\$808.00
10	\$790.00	\$834.50	\$851.00	\$870.50
11	\$846.50	\$894.50	\$914.50	\$937.50

The following wage schedule will apply to the Counties of Los Angeles, San Diego, San Francisco, Alameda, Contra Costa, Marin, Sacramento, San Joaquin, San Mateo, Solano, Sonoma, Santa Clara, Santa Cruz, *El Dorado, Kings, Lake, San Bernardino, Butte, Amador, Nevada, Tuolumne, Humboldt, Lyon (Nevada), Mendocino*, Orange, Placer, Riverside, Ventura, Yolo, Fresno, Kern, Merced, Monterey, Napa, *San Luis Obispo, Imperial, Shasta, Stanislaus, Siskiyou, Sutter*, Tulare, and Washoe:

<u>Step</u>	<u>Weekly Wage Rate</u>			
	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
1	\$563.50	\$585.50	\$585.50	\$585.50
2	\$601.00	\$625.00	\$626.50	\$628.00
3	\$640.50	\$667.50	\$670.50	\$673.50
4	\$683.00	\$712.50	\$717.00	\$722.50
5	\$728.50	\$760.50	\$767.50	\$775.00
6	\$777.00	\$812.00	\$821.00	\$831.50
7	\$828.50	\$867.00	\$878.50	\$892.00
8	\$883.50	\$925.50	\$940.00	\$956.50
9	\$942.00	\$988.00	\$1,006.00	\$1,026.00
10	\$1,004.50	\$1,054.50	\$1,076.00	\$1,100.50
11	\$1,071.00	\$1,126.00	\$1,151.50	\$1,180.50

**Job Title**  
Premises Technician

**Time in Title**  
24 months

*Administrative Assistant*

<u>Step</u>	<u>Weekly Wage Rate</u>		
	<u>2017</u>	<u>2018</u>	<u>2019</u>
<i>1</i>	<i>\$490.50</i>	<i>\$490.50</i>	<i>\$490.50</i>
<i>2</i>	<i>\$507.00</i>	<i>\$508.00</i>	<i>\$509.50</i>
<i>3</i>	<i>\$524.00</i>	<i>\$526.50</i>	<i>\$529.00</i>
<i>4</i>	<i>\$542.00</i>	<i>\$545.50</i>	<i>\$549.50</i>
<i>5</i>	<i>\$560.00</i>	<i>\$565.00</i>	<i>\$571.00</i>
<i>6</i>	<i>\$579.00</i>	<i>\$585.50</i>	<i>\$593.00</i>
<i>7</i>	<i>\$598.50</i>	<i>\$606.50</i>	<i>\$615.50</i>
<i>8</i>	<i>\$618.50</i>	<i>\$628.50</i>	<i>\$639.50</i>
<i>9</i>	<i>\$639.50</i>	<i>\$651.00</i>	<i>\$664.00</i>
<i>10</i>	<i>\$661.00</i>	<i>\$674.50</i>	<i>\$690.00</i>
<i>11</i>	<i>\$683.50</i>	<i>\$699.00</i>	<i>\$716.50</i>

*Warehouse Assistant*

<u>Step</u>	<u>Weekly Wage Rate</u>		
	<u>2017</u>	<u>2018</u>	<u>2019</u>
<i>1</i>	<i>\$538.50</i>	<i>\$538.50</i>	<i>\$538.50</i>
<i>2</i>	<i>\$560.50</i>	<i>\$562.00</i>	<i>\$563.50</i>
<i>3</i>	<i>\$583.50</i>	<i>\$586.50</i>	<i>\$589.00</i>
<i>4</i>	<i>\$608.00</i>	<i>\$612.00</i>	<i>\$616.50</i>
<i>5</i>	<i>\$633.00</i>	<i>\$638.50</i>	<i>\$644.50</i>
<i>6</i>	<i>\$659.00</i>	<i>\$666.00</i>	<i>\$674.50</i>
<i>7</i>	<i>\$686.00</i>	<i>\$695.00</i>	<i>\$705.50</i>
<i>8</i>	<i>\$714.00</i>	<i>\$725.50</i>	<i>\$738.00</i>
<i>9</i>	<i>\$743.50</i>	<i>\$757.00</i>	<i>\$772.00</i>
<i>10</i>	<i>\$774.00</i>	<i>\$789.50</i>	<i>\$807.50</i>
<i>11</i>	<i>\$806.00</i>	<i>\$824.00</i>	<i>\$844.50</i>

*Office Coordinator*

<u>Step</u>	<i>Weekly Wage Rate</i>		
	<u>2017</u>	<u>2018</u>	<u>2019</u>
<i>1</i>	<i>\$538.50</i>	<i>\$538.50</i>	<i>\$538.50</i>
<i>2</i>	<i>\$561.50</i>	<i>\$562.50</i>	<i>\$564.00</i>
<i>3</i>	<i>\$585.00</i>	<i>\$588.00</i>	<i>\$590.50</i>
<i>4</i>	<i>\$610.00</i>	<i>\$614.00</i>	<i>\$618.50</i>
<i>5</i>	<i>\$636.00</i>	<i>\$641.50</i>	<i>\$648.00</i>
<i>6</i>	<i>\$663.00</i>	<i>\$670.50</i>	<i>\$678.50</i>
<i>7</i>	<i>\$691.00</i>	<i>\$700.50</i>	<i>\$711.00</i>
<i>8</i>	<i>\$720.50</i>	<i>\$731.50</i>	<i>\$744.50</i>
<i>9</i>	<i>\$751.00</i>	<i>\$764.50</i>	<i>\$780.00</i>
<i>10</i>	<i>\$783.00</i>	<i>\$798.50</i>	<i>\$817.00</i>
<i>11</i>	<i>\$816.00</i>	<i>\$834.50</i>	<i>\$855.50</i>

*Senior Material Handler*

<u>Step</u>	<i>Weekly Wage Rate</i>		
	<u>2017</u>	<u>2018</u>	<u>2019</u>
<i>1</i>	<i>\$596.00</i>	<i>\$596.00</i>	<i>\$596.00</i>
<i>2</i>	<i>\$631.50</i>	<i>\$633.00</i>	<i>\$634.50</i>
<i>3</i>	<i>\$669.00</i>	<i>\$672.00</i>	<i>\$675.00</i>
<i>4</i>	<i>\$708.50</i>	<i>\$713.50</i>	<i>\$718.50</i>
<i>5</i>	<i>\$750.50</i>	<i>\$757.50</i>	<i>\$765.00</i>
<i>6</i>	<i>\$795.00</i>	<i>\$804.00</i>	<i>\$814.00</i>
<i>7</i>	<i>\$842.50</i>	<i>\$854.00</i>	<i>\$866.50</i>
<i>8</i>	<i>\$892.50</i>	<i>\$906.50</i>	<i>\$922.00</i>
<i>9</i>	<i>\$945.50</i>	<i>\$962.50</i>	<i>\$981.50</i>
<i>10</i>	<i>\$1,001.50</i>	<i>\$1,022.00</i>	<i>\$1,045.00</i>
<i>11</i>	<i>\$1,061.00</i>	<i>\$1,085.00</i>	<i>\$1,112.00</i>

Employees will be paid on a bi-weekly basis. Payment of wages for each two-week period will be made no later than the Friday following the end of the pay-period.

**Section E1.08 (continued)**

**A. Discretionary Lump Sum Payments**

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

**B. Additional Cash Awards**

The Company may provide employees with additional cash awards.

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

**C. Employee Discount Program**

The AT&T@Home Employee Discount Program will be offered to all eligible employees for their personal use. This program consists of a package of AT&T products and services available at discounted prices. The Company reserves the right to change, amend or cancel this program and/or any parts or terms thereof at its sole discretion.

**Section E1.09 MEMORANDA OF AGREEMENT**

A. The following Memoranda of Agreement will apply to Appendix E:

<b>Subject</b>	<b>Date</b>	<b>MOA #</b>
Court Reports and Transcripts in Non-Expedited Arbitration	3/1/85	85-4
Medically (Physically) Restricted Employees, Pay Treatment	9/11/86	86-37
COPE, Payroll Deduction	9/17/86	86-43
Four-Day Workweek	10/22/89	89-14
Job Evaluation Process, Neutral Third Party - Future Disputes	10/22/89	89-22
Job Evaluation Transition Pay Plan (future) JETPP	10/22/89	89-25
Leave Following Expiration of Short-Term Disability Benefits	10/22/89	89-28
<i>Long Term Disability</i>	<i>10/22/89</i>	<i>89-29</i>
<i>Long Term Disability</i>	<i>10/14/17</i>	<i>89-29A</i>

**Section E1.09 (continued)**

<b>Subject</b>	<b>Date</b>	<b>MOA #</b>
Wage Credit Practice	10/22/89	89-53
Technological Change Committee	8/8/92	92-25
Work/Family Funding	8/8/92	92-30
Family and Medical Leave Act of 1993 (FMLA) and the Amended California Rights Act	2/9/94	94-02
Temporary/Term	8/8/95	95-21
Payroll System Changes: Definition of Time Worked Related to Premium Pay and the Date of Scheduled Wage Increases	6/12/97	97-17
Domestic Partners	5/1/98	98-13
Days of Rest	5/1/98	98-28
Wage Credit	5/3/99	99-11
Enhanced Wage Credit – Tight Labor Market	5/3/99	99-12
Benefits Enhancements	3/23/01	01-07
Electronic Access to Employees	3/23/01	01-12
Employee Initiated Temporary Assignments	3/23/01	01-13
Flextime	3/23/01	01-15
Eliminate Force Freezes, Force Limitations & Metering	3/23/01	01-16
Joint Health & Disability Benefits Committee	3/23/01	01-19
Laser Vision Correction	3/23/01	01-20

**Section E1.09 (continued)**

<b>Subject</b>	<b>Date</b>	<b>MOA #</b>
Recruitment & Hiring Committee	3/23/01	01-30
AUTS	5/20/13	13-30
Deduction Priorities & Retroactive Union Dues Collection	2/23/01	01-39
Assignment of Work Locations to Exchanges	9/17/02	02-15
Article 2 – Joint Company/Union Committee	7/29/04	04-10
AUTS Dispute Resolution Committee	3/24/05	05-03
Military Leave of Absence	10/11/05	05-09
CWA/NETT Academy	8/9/09	09-07
<b><i>Documentation</i></b>	<b><i>8/9/09</i></b>	<b><i>09-08</i></b>
<b><i>Documentation</i></b>	<b><i>10/14/17</i></b>	<b><i>09-08A</i></b>
Disciplinary Grievance Fact Finding Trial	8/9/09	09-10
<b><i>Neutrality and Card Check Recognition</i></b>	<b><i>10/14/17</i></b>	<b><i>17-15</i></b>
Joint Health Care Cost Containment Committee	8/9/09	09-17
Premises Technicians Surplus Systems Technicians – Data Comm	8/9/09	09-24
Premises Technicians Surplus Services Technicians	8/9/09	09-25
Addition of Job Duties beyond the Scope of the Current Premises Technician Job	8/9/09	09-26
Required Overtime for Premises Technicians	8/9/09	09-27
<b><i>Required Overtime for Premises Technicians</i></b>	<b><i>8/9/09</i></b>	<b><i>09-27A</i></b>



**Section E1.09 (continued)**

<b>Subject</b>	<b>Date</b>	<b>MOA #</b>
Video and Teleconference Grievance Trial	8/9/09	09-32
Guaranteed Time Off Premises Technicians	5/20/13	13-11
Tuition Aid	5/20/13	13-12
<i>MOAs, Letters and Intent Statements (only to extent specified in the particular MOA)</i>	<i>3/02/18</i>	<i>17-25</i>
Company Paid Union Appointed Benefits Rep	5/20/13	13-17
<i>Company Paid Union Appointed Benefits Rep</i>	<i>10/14/17</i>	<i>13-17A</i>
Rehired Retirees	5/20/13	13-21
<i>Work Boots</i>	<i>10/14/17</i>	<i>17-11</i>
AUTS (To the extent that Art. 2, Section 2.04 is incorporated into Appendix E, E1.01)	5/20/13	13-30
Quality of Work Life Committee	5/20/13	13-38
Trigger of Appendix E, Section E1.01D	5/20/13	13-40
<i>Benefits</i>	<i>10/14/17</i>	<i>17-03</i>
<i>NTP-National Transfer Plan</i>	<i>10/14/17</i>	<i>17-05</i>
<i>SSP – Success Sharing Plan</i>	<i>10/14/17</i>	<i>17-08</i>
<i>Presidential Council</i>	<i>10/14/17</i>	<i>17-09</i>
<i>Premises Technician Overtime Committee</i>	<i>10/14/17</i>	<i>17-12</i>
<i>Appendix E PDO</i>	<i>10/14/17</i>	<i>17-13</i>
<i>Horizons</i>	<i>10/14/17</i>	<i>17-20</i>
<i>Successorship</i>	<i>10/14/17</i>	<i>17-16</i>

No other Memoranda of Agreement apply to Appendix E.

**Section E1.10            APPENDIX D SBC GLOBAL SERVICES, INC.  
(CALIFORNIA/NEVADA)**

The provisions of Appendix D will not apply.

## AGREEMENT OF RECOGNITION

The Union certifies that a majority of non-supervisory employees in the bargaining units described below have designated the Union as the exclusive bargaining agent and have empowered the authorized representatives of the Union to bargain collectively and to enter into and execute agreements with the Companies with respect to rates of pay, wages, hours of employment and other conditions of employment.

All non-supervisory employees in the organizations and having the job titles specified in Appendix A, Sections A1 through A1.01, A3 through A3.01, A4 through A4.01, Appendix D, and Appendix E are represented by the Communications Workers of America (CWA) with the following exceptions:

- Employees represented by other Unions.
- Non-represented employees whose non-represented status exists at the effective date of this Contract.

The Companies will periodically provide the Union with an updated addenda of representation by appendix by operating unit and payroll ARC.

- As new reports are issued, the Companies will provide the Union with a copy of the summary of changes since the previous report.



**The Memoranda of Agreement on the following pages,  
which are included for easy reference,  
are effective through the term of the  
2016 Contract**

**Between**

**AT&T**

**And**

**The Communications Workers of America**

**MEMORANDA OF AGREEMENT**

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## MEMORANDUM OF AGREEMENT

### AUTS

This Memorandum of Agreement reflects our agreement regarding the following modifications to the AUTS process:

- Employees will be allowed unlimited internal non-surplus bids. The bids will be for specific job requisitions and a bid will expire once the requisition is filled or cancelled.
- Employees will be allowed ten internal future requests. Each future request will be for one specific job title at one specific location or one specific exchange and will be valid for one year, and may include optionally department/discipline.
- Requisitions will post for 7 calendar days to allow employees to bid.
- The meeting of all job related requirements for placement (test qualifications, time in title, time in location, skills verification, performance, attendance, etc.) as applicable will be confirmed and processed as the candidate list is worked.
- If employees take corporate funded training, they will be allowed to enter online requests to be tested upon successful completion of the training.

Basic test qualification prior to bidding will be eliminated. Staffing will test s needed from the candidate list to identify the senior best qualified andidate.

ll time waiting penalties related to declining a regular bid will be liminated.

Employees will be responsible to keep any future requests up to date. Rejection of an offer from a future request will result in a six month waiting penalty from entering a new future request to the same title / same specific location and exchange.

- Employees will be allowed to create job search agents. Employee-configured search agents will notify employees by email when requisitions are posted that match the employee's interest. The employee will be responsible for logging into the system and bidding on the job during the posting period.
- The above changes to the AUTS process will be reflected in changed contract language in Article 2, Section 2.04 and will be implemented as soon as administratively feasible.
- Other changes previously made in the JARC to the AUTS process that are not reflected in contract language will be memorialized in a letter between the Companies and the Union.

**Effective date/language:** *With ratification*

**Termination date/language:** *With expiration of the 2012 Collective Bargaining Agreement*

**Applies to:**

*Pacific Bell Telephone Company*  
*(Except Appendix E)*   X   *SBC Global Services, Inc.* \_\_\_\_\_

*Nevada Bell Telephone Company*  
*(Except Appendix E)*   X   *Appendix E*   NO\*  

*AT&T Services, Inc.*   X  

*\*Except to the extent that Article 2, Section 2.04 is incorporated into Appendix E, Section E1.01.*

**Communications Workers of America**      **AT&T West**

Agreed: Tom Runnion  
Tom Runnion  
CWA Staff Representative  
– District 9

Agreed: Doug Flores  
Doug Flores  
Executive Director –  
Labor Relations

Date: 5-20-13

Date: 5/20/13

## Memorandum of Agreement Documentation

This Memorandum of Agreement supersedes MOA 89-10 and confirms our understanding regarding retention of personnel folder documentation regarding employees who have been subject to disciplinary action for attendance or work performance.

The Companies' policy on the retention of personnel folder documentation regarding job performance in the areas of attendance, quality, and/or quantity of work on employees who have been subject to disciplinary action is:

1. Disciplinary action is taken for attendance or work performance.
2. If the problem has been corrected, the records will be destroyed within one year from the date that disciplinary action was taken.

Effective date/language:                      With ratification

Termination date/language:                With expiration of the 2009 Collective Bargaining Agreement

Applies to:

Pacific Bell Telephone Company (Except Appendix E)	<u>  X  </u>	AT&T Video Services, Inc.	<u>  X  </u>
Nevada Bell Telephone Company (Except Appendix E)	<u>  X  </u>	SBC Global Services, Inc.	___
AT&T Services, Inc.	<u>  X  </u>	Appendix E	___

Communications Workers of America

Agreed: Tom Runnion  
Tom Runnion  
Staff Representative  
CWA – District 9

Date: 8-9-09

AT&T West

Agreed: Douglas Flores  
Doug Flores  
Executive Director -  
Labor Relations

Date: 8-9-09

MEMORANDA OF AGREEMENT



**Memorandum of Agreement  
Appendix E  
Addendum to MOA 09-08**

The Companies and the Union agree that MOA 09-08 (Documentation) applies to Appendix E employees.

**Effective date/language:** *With ratification*

**Termination date/language:** *With expiration of the 2016 Collective Bargaining Agreement*

**Applies to:**

<i>Pacific Bell Telephone Company (Except Appendix E)</i>	_____	<i>SBC Global Services, Inc.</i>	_____
<i>Nevada Bell Telephone Company (Except Appendix E)</i>	_____	<i>Appendix E</i>	<u><i>X</i></u>
<i>AT&amp;T Services, Inc.</i>	_____		

**Communications Workers of America**      **AT&T West**

Agreed: *Ellen West*  
Ellen West  
Area Director - CWA

Agreed: *Jon Arelan*  
Jon Arelan  
Director - Labor Relations

Date: *10-14-2017*

Date: *9/14/2017*

MEMORANDUM OF AGREEMENT

01-16

ELIMINATE FORCE FREEZES, FORCE LIMITATIONS & METERING

1. Before implementing any force limitation, the Companies will give the affected Union Local(s) and District 9 fourteen calendar days advance notice during which time the Union Local(s) and the principle managers in the Officer organization planning to implement the force limitation will meet to discuss the need for the force limitation. In addition, the Officer of the impacted organization will notify the Local(s) and District 9 in writing. The notification will contain the following:

- Organization name
• Title(s) affected
• Location(s)
• Start date and end date of the force limitation
• Rationale for the force limitation
• Action plan to resolve the force limitation

It is understood, however, that this agreement does not prejudice the Companies' right to implement the force limitation at the end of the 14-calendar day period.

2. Each request for a force limitation must be accompanied by a plan designed to return the affected group to an unrestricted flow of transfers. The Business Unit Officer will periodically review the progress being made toward resolution of the situation and notify the affected Union Local(s) and District 9 on a quarterly basis.

Effective Date: With ratification

Termination Date: With the Conclusion Article of the 2001 Collective Bargaining Agreement

Table with 2 columns: Applies to, and a list of companies with X marks: Pacific Bell, Nevada Bell, ASI, SBC Services, Inc., SBC Telecom, Inc., PB Home Entertainment.

Communications Workers of America

The Companies

Agreed: James B. Gordon, Area Director CWA - District 9

Agreed: James K. Beck, Vice President - Labor Relations

Date: 3/23/01

Date: 3/23/01

MEMORANDA OF AGREEMENT

**MEMORANDUM OF AGREEMENT****EMPLOYEE INITIATED TEMPORARY ASSIGNMENTS**

This Memorandum of Agreement confirms our understanding that it would be beneficial for an employee to be able to initiate a request for a temporary assignment, subject to Management approval. Such temporary assignment would incur no cost to the Companies and must have final approval from the Companies and the Union. Therefore, the Companies and the Union agree to the following:

An employee, or the Local Union on an employee's behalf, may initiate a request to the employee's supervisor to be temporarily assigned to a different work location for humanitarian reasons. When such request is made, Management will contact the Local Union to discuss the request and reach an agreement on the terms of such temporary assignment.

The local agreement will contain the period of the temporary assignment, which may be extended by agreement of a Labor Relations Associate Director and a District 9 CWA Representative. Employee-initiated temporary assignments will not cause the Companies to incur any contractual costs such as relocation, per diem, mileage reimbursement, etc. All local agreements must be approved by the Labor Relations and District 9 Representative referred to above.

The entire process, from the time the employee or Local Union initiates the request until a decision is made by Labor Relations and District 9, will normally take no more than three (3) business days.

Neither this process nor the actual terms of the temporary assignment will be subject to the grievance and arbitration procedure.

This Memorandum of Agreement may be cancelled by either party with thirty (30) days written notice. If this Memorandum of Agreement is cancelled, any temporary loans in place would be allowed to continue to the ending date contained in the local agreement.

# MEMORANDUM OF AGREEMENT

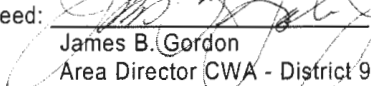
## EMPLOYEE INITIATED TEMPORARY ASSIGNMENTS

Effective Date: With ratification

Termination Date: With the Conclusion Article of the 2001 Collective Bargaining Agreement

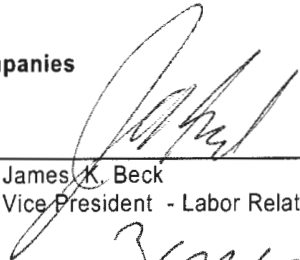
Applies to:	Pacific Bell	<u>X</u>	SBC Services, Inc.	<u>X</u>
	Nevada Bell	<u>X</u>	SBC Telecom, Inc.	<u>X</u>
	ASI	<u>X</u>	PB Home Entertainment	<u>X</u>

### Communications Workers of America

Agreed:   
James B. Gordon  
Area Director CWA - District 9

Date: 3/23/01

### The Companies

Agreed:   
James K. Beck  
Vice President - Labor Relations

Date: 3/23/01

## **MEMORANDUM OF AGREEMENT**

### **ENHANCED SEVERANCE BENEFIT**

The Companies and the Communications Workers of America (Union) agree to the following regarding the Enhanced Severance Benefit (ESB).

ESB is intended to be offered to alleviate or avoid surplus conditions. The Companies will determine, in their discretion, whether and when to offer ESB, but surplus will not be declared in a work group (see Section 2.06B1a) where ESB has not been offered. If surplus is not declared in the work group within 90 (ninety) days of the ESB window close date, ESB must be offered again in the work group before surplus may be declared in that work group.

If the Companies deem it appropriate, they may elect to offer ESB to selected titles in a work group (see Section 2.06B1a). The Companies will notify the National Union in writing when any such offer is made. The Companies also will, in advance of making this offer to employees, discuss the matter with the affected Union Local(s). After this discussion, if the Companies elect to so offer, Regular employees may elect, in order of seniority, to leave the service of the Companies and receive ESB, subject to the following conditions:

1. The Companies will determine the job titles and the work locations for which the offer is to be made, the number of employees who may accept the offer and the period during which the employees may, if they so elect, leave the service of the Companies. None of the determinations of the Companies nor any part of this Memorandum of Agreement will be subject to arbitration.
2. The number of employees who elect to leave the service of the Companies and receive ESB shall not exceed the number of employees identified by the Companies on the date of the offer to be appropriate.
3. An employee's election to leave the service of the Companies and receive ESB must be in writing and transmitted to the Companies within fourteen (14) calendar days including the date of the offer. The employee may designate on the election form that the election is to be effective and irrevocable immediately. If the employee does not so designate, such election may not be revoked after the fourteen (14) calendar day period.

The ESB benefit will be one (1) of the following two (2) options, with the employee choosing which option they would like to accept:

**Option One (1) ESRO:**

The Separation Benefit as described in Article 2, Sections 2.07C, 2.07E, and 2.07F plus an additional \$ 25,000.00. Payment options for the entire Enhanced Surplus Reduction Offer (ESRO) benefit, including the additional \$25,000.00, are the same as stated in Article 2, Section 2.07D.

Eighteen (18) months unlimited access to AUTS with selection status the same as that of employees requesting changes of job titles and/or locations (see Section 2.04B1d).

At the time of reemployment with any of the Companies of AT&T, a recipient of the ESRO must repay the entire unused portion of the payment as described in Sections 2.07G, 2.07H, and 2.07I. The additional \$ 25,000.00 shall equate to 25 weeks of pay and will be added to the weeks of Separation Benefits for this purpose.

Employees who elect to leave the service of the Companies and receive ESRO will continue to receive six (6) months of continued Company paid medical, dental and vision coverage, beginning on the date of their separation, with eligibility for COBRA coverage beginning at the end of the continued Company paid coverage.

**Option Two (2) Severance:**

The severance payment will be as described in Article 8, Section 8.01C. Payment options for the severance payment are the same as stated in Article 2, Section 2.07D.

Eighteen (18) months unlimited access to AUTS with selection status the same as that of employees requesting changes of job titles and/or locations (see Section 2.04B1d).

At the time of reemployment with any of the Companies of AT&T, a recipient of the severance payment must repay the entire unused portion of the payment as described in Section 8.01D.

Employees who elect to leave the service of the Companies and receive the severance payment will continue to receive six (6) months of continued Company paid medical, dental and vision coverage, beginning on the date of their separation, with eligibility for COBRA coverage beginning at the end of the continued Company paid coverage.

*Effective date/language:*                      *With ratification*

*Termination date/language:*              *With expiration of the 2012 Collective Bargaining Agreement*

*Applies to:*

<i>Pacific Bell Telephone Company (Except Appendix E)</i>	<u>  X  </u>	<i>SBC Global Services, Inc.</i>	<u>      </u>
<i>Nevada Bell Telephone Company (Except Appendix E)</i>	<u>  X  </u>	<i>Appendix E</i>	<u>      </u>
<i>AT&amp;T Services, Inc.</i>	<u>  X  </u>		

**Communications Workers of America**

**AT&T West**

Agreed: Tom Runnion  
Tom Runnion  
CWA Staff Representative  
- District 9

Agreed: Douglas Flores  
Doug Flores  
Executive Director -  
Labor Relations

Date: 5-20-13

Date: 5/20/13

## MEMORANDUM OF AGREEMENT

### GUARANTEED TIME OFF

This Memorandum of Agreement (MOA) confirms our understanding regarding Guaranteed Time Off.

1. Subject to the limitations below, starting in January 2014, an employee will be allowed, on request, to take off one (1) of his or her Personal Days Off ("Guaranteed Time Off").
2. The Guaranteed Time Off may be taken in four (4) two (2) hour increments.
3. The Department Vice President, or his or her delegate, may designate up to four months of a year as unavailable for Guaranteed Time Off. The designated unavailable months will be established no later than the last week of November for the following calendar year. The first such designation shall be November 2013. Once the unavailable months to take Guaranteed Time Off for the following calendar year have been established, they will not be changed; except, however, the Companies may at their discretion make a month(s) which has been previously designated as unavailable, available.
4. At least one (1) person per vacation list, per day, will be allowed Guaranteed Time Off for a vacation list of ten (10) people or more. For a vacation list of nine (9) people or less, Guaranteed Time Off will be granted to at least one person if at least 80 percent (80%) of scheduled employees report to work as expected.
5. Guaranteed Time Off is only available for use Monday through Friday and is not available for use on Company Authorized Holidays.
6. Eligibility requirements for paid Personal Days Off are set forth in Article 6, Section 6.04 of the 2012 Collective Bargaining Agreement.
7. Eligibility requirements for paid Personal Days Off for Appendix D employees are set forth in Appendix D, Section D 5.07 of the 2012 Collective Bargaining Agreement



**Effective date/language:** Upon ratification

**Termination date/language:** With expiration of the 2012 Collective Bargaining Agreement

**Applies to:**

Pacific Bell Telephone Company (Except Appendix E)	X ___	SBC Global Services, Inc.	___ <u>X</u>
Nevada Bell Telephone Company (Except Appendix E)	X ___	Appendix E	___
AT&T Services, Inc.	___ <u>X</u>		

**Communications Workers of America**

**AT&T West**

Agreed: Tom Runnion  
Tom Runnion  
CWA Staff Representative  
- District 9

Agreed: Douglas Flores  
Doug Flores  
Executive Director -  
Labor Relations

Date: 5-20-13

Date: 5/20/13

**MEMORANDUM OF AGREEMENT****PREMISES TECHNICIAN GUARANTEED TIME OFF**

This Memorandum of Agreement (MOA) confirms our understanding regarding Guaranteed Time Off.

1. Subject to the limitations below, starting on January 1, 2014, an employee will be allowed, on request, to take off one (1) of his or her vacation days or paid Personal Days Off ("Guaranteed Time Off").
2. The Guaranteed Time Off may be taken in up to two (2) half (1/2) day increments.
3. The Department Vice President, or his or her delegate, may designate up to three (3) months of a year as unavailable for Guaranteed Time Off. The designated unavailable months will be established no later than the last week of November, for the following calendar year. The first such designation shall be November 2013. Once the unavailable months to take Guaranteed Time Off for the following calendar year have been established, they will not be changed; except, however, the Companies may, at their discretion, make a month(s) which has been previously designated as unavailable, available.
4. At least one (1) person per vacation schedule, per day, (for vacation schedules of one hundred (100) employees or less), or one (1) person per one hundred (100) employees (for vacation schedules larger than one hundred (100) employees), will be allowed Guaranteed Time Off, unless otherwise mutually agreed locally.
5. Guaranteed Time Off is only available for use Monday through Friday and is not available for use on Company Paid Holidays.
6. Eligibility requirements for vacation days are set forth in Appendix E, Section E 1.04E of the 2012 Collective Bargaining Agreement.
7. Eligibility requirements for paid Personal Days Off are set forth in Appendix E, Section E 1.04H of the 2012 Collective Bargaining Agreement.

**Effective date/language:** With ratification

**Termination date/language:** With expiration of the 2012 Collective Bargaining Agreement

**Applies to:**

Pacific Bell Telephone Company (Except Appendix E)	___	SBC Global Services, Inc.	___
Nevada Bell Telephone Company (Except Appendix E)	___	Appendix E	<u>X</u>
AT&T Services, Inc.	___		

**Communications Workers of America**

**AT&T West**

Agreed: Tom Runnion  
Tom Runnion  
CWA Staff Representative  
- District 9

Agreed: Doug Flores  
Doug Flores  
Executive Director -  
Labor Relations

Date: 5-20-13

Date: 5/20/13

**Memorandum of Agreement  
Horizons**

The Companies and the Union agree to continue the jointly administered Training/Retraining Programs also known as Horizons. Horizons will continue to be part of the Employee Career Development Programs and will continue to be administered by the Training/Retraining Working Committees pursuant to Sections 2.02 and 2.03 of the current contract. The Companies will make funding of up to \$2.69 million dollars available for Horizons each year of the contract.

The Training/Retraining Working Committee's ongoing administrative responsibilities include:

- Determining Horizons practices such as but not limited to, training cost prepayment, reimbursement to employees and former employees, approval of all courses, approval of all vendors, and payment of the committee members from the Horizons funding for time spent administering the program;
- Arranging for any necessary services to support administration of Horizons. Services may be provided by the Companies or outside vendors, but in either event the services will be charged to the funding.

**Effective date/language:** *With ratification*

**Termination date/language:** *With expiration of the 2016 Collective Bargaining Agreement*

**Applies to:**

<i>Pacific Bell Telephone Company (Except Appendix E)</i>	<u>X</u>	<i>SBC Global Services, Inc.</i>	<u>X</u>
<i>Nevada Bell Telephone Company (Except Appendix E)</i>	<u>X</u>	<i>Appendix E</i>	<u>X</u>
<i>AT&amp;T Services, Inc.</i>	<u>X</u>		

**Communications Workers of America**

**AT&T West**

Agreed: *Ellen West*  
Ellen West  
Area Director - CWA

Agreed: *Jon Irelan*  
Jon Irelan  
Director – Labor Relations

Date: *10-14-2017*

Date: *9/14/2017*

**MEMORANDA OF AGREEMENT**

# Horizons

<b>A</b>	Funding per Employee from Previous Round	\$169.94	
<b>B</b>	Employees Today	15,855	As of 2/1/2016
<b>C</b>	2016 Total Funding	\$2,694,399	=A times B
<b>D</b>	Rounded	\$2,694,000	

## **Memorandum of Agreement Employment Security and Layoffs**

For Regular employees hired before July 1, 2004, the Employment Security Commitment (Article 2, Section 2.01) will not be cancelled or suspended for the life of the contract.

For Regular employees hired on or after July 1, 2004 and prior to April 10, 2016 who have satisfactory job performance and attendance on the first day of the maintained phase (see Section 2.06E), the Employment Security Commitment (Article 2, Section 2.01) will not be cancelled or suspended for the life of the contract. If the procedures described in Sections 2.06B3 through 2.06B7 have not resolved a declared surplus at the conclusion of thirty (30) calendar days from the beginning of the assignment phase (as described in Section 2.06B7e), maintained surplus employees hired on or after July 1, 2004 and prior to April 10, 2016 who have satisfactory job performance and attendance on the first day of the maintained phase (see Section 2.06E), may, at the Companies' discretion, be placed at any time into any CWA-represented bargaining unit position in the Companies in the West Region, in Legacy T in the West Region (e.g., AT&T Corp., AT&T Services, Inc., and Teleport Communications America, LLC), and in National Internet Contract (AT&T Services, Inc.) in the West Region. The provisions of Sections 2.06B8 (Return Rights), 2.06B9 (Reassignment Pay Protection Plan), 2.06B10 and 2.08 (Relocation) will apply to maintained surplus employees accepting a position in the Companies in the West Region. Maintained surplus employees accepting a position outside their current bargaining unit will be eligible for Relocation Expense (Section 2.08) and for a Reassignment Pay Protection Plan lump sum payment in accordance with the table on Attachment A, where the rate of pay of the new job is less than the current rate of pay of the employee's former job title. Maintained surplus employees accepting a job offer outside their current bargaining unit will be treated as if they had transferred under the terms and conditions of the IMF process and shall be subject to all applicable receiving company practices, policies, collective bargaining agreement provisions and benefit plan eligibility standards, including those related to or affected by Net Credited Service. Maintained surplus employees who choose not to accept a commutable lateral position will leave the service of the Companies. Maintained surplus employees who choose not to accept a downgrade or a non-commutable position will leave the service of the Companies and receive Separation Benefits.

Notwithstanding any other provisions of the collective bargaining agreement or this Memorandum of Agreement, the Employment Security Commitment (Article 2, Section 2.01) and Article 2, Sections 2.06C and 2.06E will not apply to employees hired on or after July 1, 2004 and prior to April 10, 2016 who do not have satisfactory job performance and attendance on the first day of the maintained phase (see Section 2.06E). If the procedures described in Sections

2.06B3 through 2.06B7 have not resolved a declared surplus at the conclusion of thirty (30) calendar days from the beginning of the assignment phase (as described in Section 2.06B7e), least senior identified surplus employees hired on or after July 1, 2004 and prior to April 10, 2016 who do not have satisfactory job performance and attendance on the first day of the maintained phase (see Section 2.06E) need not be maintained in the surplus process and may be laid off as described in Article 8.

Notwithstanding any other provisions of the collective bargaining agreement or this Memorandum of Agreement, the Employment Security Commitment (Article 2, Section 2.01) and Article 2, Sections 2.06C and 2.06E will not apply to employees hired on or after April 10, 2016. If the procedures described in Sections 2.06B3 through 2.06B7 have not resolved a declared surplus at the conclusion of thirty (30) calendar days from the beginning of the assignment phase (as described in Section 2.06B7e), least senior identified surplus employees hired on or after April 10, 2016 need not be maintained in the surplus process and may be laid off as described in Article 8.

RPPP PAYOUT TABLE  
 ASSIGNMENT TO LOWER WAGE RATE  
Years Of Net Credited Service

<u>Weekly Difference</u>		<u>&lt;10</u>	<u>10&lt;15</u>	<u>15&lt;25</u>	<u>25+</u>
\$	\$				
0.50	4.50	\$ 70	\$ 140	\$ 580	\$ 690
5.00	9.50	90	320	1,230	1,480
10.00	14.50	130	460	1,870	2,260
15.00	19.50	200	640	2,520	3,020
20.00	24.50	220	790	3,160	3,800
25.00	29.50	270	960	3,810	4,580
30.00	34.50	320	1,110	4,460	5,360
35.00	39.50	360	1,280	5,100	6,130
40.00	44.50	410	1,430	5,750	6,910
45.00	49.50	450	1,610	6,390	7,690
50.00	54.50	490	1,750	7,050	8,450
55.00	59.50	550	1,930	7,700	9,240
60.00	64.50	580	2,080	8,340	10,020
65.00	69.50	640	2,260	8,990	10,780
70.00	74.50	670	2,400	9,630	11,560
75.00	79.50	720	2,570	10,280	12,340
80.00	84.50	770	2,730	10,930	13,130
85.00	89.50	820	2,900	11,570	13,890
90.00	94.50	850	3,050	12,220	14,670
95.00	99.50	900	3,220	12,860	15,450
100.00	104.50	950	3,370	13,510	16,210
105.00	109.50	1,000	3,550	14,160	17,000
110.00	114.50	1,040	3,700	14,810	17,780
115.00	119.50	1,080	3,870	15,460	18,550
120.00	124.50	1,120	4,020	16,100	19,320
125.00	129.50	1,180	4,190	16,750	20,100
130.00	134.50	1,220	4,350	17,400	20,880
135.00	139.50	1,270	4,520	18,040	21,660
140.00	144.50	1,300	4,660	18,690	22,430
145.00	149.50	1,370	4,840	19,330	23,210
150.00	154.50	1,400	4,990	19,980	23,980
155.00	159.50	1,450	5,170	20,630	24,760
160.00	164.50	1,490	5,310	21,270	25,540
165.00	169.50	1,530	5,490	21,920	26,310
170.00	174.50	1,590	5,640	22,560	27,090
175.00	179.50	1,630	5,810	23,220	27,860
180.00	184.50	1,660	5,960	23,870	28,640
185.00	189.50	1,720	6,130	24,510	29,420
190.00	194.50	1,750	6,280	25,160	30,190



195.00	199.50	1,820	6,460	25,800	30,960
200.00	204.50	1,850	6,600	26,450	31,740
205.00	209.50	1,910	6,780	27,100	32,530
210.00	214.50	1,940	6,930	27,740	33,300
215.00	219.50	1,980	7,110	28,390	34,070
220.00	224.50	2,040	7,260	29,030	34,850
225.00 +		2,080	7,420	29,680	35,620

In those cases where the total lump sum payment the employee is to receive exceeds Five Thousand Dollars (\$5,000), an initial lump sum payment of Five Thousand Dollars (\$5,000) shall be made after the employee reports to the new position. Subsequent lump sum payments of Five Thousand Dollars (\$5,000) (or a portion thereof) shall continue to be made at six (6) month intervals until the total amount is paid to the employee.

**Effective date/language:** *With ratification*

**Termination date/language:** *With expiration of the 2016 Collective Bargaining Agreement*

**Applies to:**

*Pacific Bell Telephone Company*  
*(Except Appendix E)*   X   *SBC Global Services, Inc.* \_\_\_\_\_

*Nevada Bell Telephone Company*  
*(Except Appendix E)*   X   *Appendix E* \_\_\_\_\_

*AT&T Services, Inc.*   X  

**Communications Workers of America**

**AT&T West**

Agreed: Ellen West  
 Ellen West  
 Area Director - CWA

Agreed: Jon Irelan  
 Jon Irelan  
 Director – Labor Relations

Date: 10-14-2017

Date: 9/14/2017

**MEMORANDUM OF AGREEMENT****FLEXTIME**

The Companies and the Union agree that Local Management and the Local Union may establish a Flextime Work Schedule Procedure in accordance with the following:

- The Companies or the Local Union may initiate a discussion regarding a Flexible Work Schedule Procedure.
- Where there is mutual agreement the parties will jointly develop the flextime procedure.
- Flextime schedules are limited to the same calendar day and to scheduled hours of work in that calendar day. For employees on a four-ten schedule flextime schedules are limited to the same calendar day and to ten (10) hours of work in that calendar day.
- Flextime is intended to allow for unexpected situations and is not intended to circumvent the attendance policy.
- In those locations where employees are required to fill out time sheets, all schedule variations must be posted on their time sheets.
- Flextime arrangements cannot create a premium/differential pay opportunity/obligation.
- An employee's shift will not change as a result of flextime.
  - Local agreements must be in writing.
  - The parties to any Local agreements will include a provision for either party to cancel the Local agreement with written notice.
- Prior to implementation, the Company and Union Bargainers must approve all Local Agreements.
  - Neither the local Flextime Agreement nor any procedure that the parties establish regarding Flextime will be subject to the grievance or arbitration process.

# MEMORANDUM OF AGREEMENT

## FLEXTIME

The parties to any local agreements do not have the authority to establish a procedure that violates any provision of the collective bargaining agreement. Should it later be determined that a locally agreed procedure is, in fact, a violation of the collective bargaining agreement, the Companies will not incur any liability for that violation.

This agreement is not subject to the grievance or arbitration process and may be canceled by either party with thirty (30) days written notice.

Effective Date: With ratification

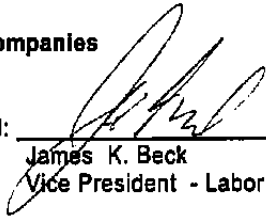
Termination Date: With the Conclusion Article of the 2001 Collective Bargaining Agreement

Applies to:	Pacific Bell	<input checked="" type="checkbox"/>	SBC Services, Inc.	<input checked="" type="checkbox"/>
	Nevada Bell	<input checked="" type="checkbox"/>	SBC Telecom, Inc.	<input checked="" type="checkbox"/>
	ASI	<input checked="" type="checkbox"/>	PB Home Entertainment	<input checked="" type="checkbox"/>

**Communications Workers of America**

**The Companies**

Agreed:   
James B. Gordon  
Area Director CWA - District 9

Agreed:   
James K. Beck  
Vice President - Labor Relations

Date: 3/23/01

Date: 3/23/01

R.E. Eastwood  
Executive Director

2600 Century Plaza  
San Ramon, California 94543  
(415) 821-5820

**PACIFIC BELL**  
A Pacific Telesis Company

SEP 11 1966

Mr. Ken Crowell  
Assistant to the Vice President,  
District 9  
Communications Workers of America  
411 Airport Boulevard  
Burlingame, California 94010

Mr. Reid B. Pearce  
Administrative Assistant to  
the Vice President, District 9  
Communications Workers of America  
6033 West Century Boulevard  
Suite 600  
Los Angeles, California 90045

Gentlemen:

This letter supersedes our May 11, 1984 (tab 252) letter regarding monitoring. The reference to TSPS is changed to TOPS. The agreement will continue to apply to Pacific Bell only. There is no intent to change the agreement which reads as follows:

Our approach to monitoring and productivity measurements will be based on a premise that fosters a work environment that builds on mutual trust and respect and that enhances job satisfaction.

We agree that:

- o Remote monitoring for evaluate purposes will be conducted as follows:
  - Done only when all employees in the work group have been notified by a visual indicator which will be used only when monitoring is taking place.
  - Limited to thirty (30) calls per month for TOPS and fifty (50) for Directory Assistance. Monitoring of an employee will take place on no more than three days per month and will be limited to one monitoring session each day.

New employees for three (3) months following initial training may have double that number taken.

- Coverage of an employee should take place as soon as as possible, but must take place within the same day.
- No make-up observations will be taken.

MEMORANDA OF  
AGREEMENT

- o Diagnostic monitoring will be done on a parallel basis at the employee's position to identify individual training needs and provide follow-up to ensure training has been effective.
- o Parallel monitoring for the purpose of verifying the effectiveness of new practices and customer response, etc. will be taken with operator's who agree.
- o No employee will be dismissed solely as a result of monitoring unless secrecy of communications, fraud, loss of revenue or gross customer abuse is involved.
- o Service management observations will not be taken.

Good service to customers and enhanced revenue are of equal importance. Productivity measurements will be reviewed with the Union periodically to maximize these objectives.

Monitoring is intended to be used for training and development of operators in order to reach their potential and provide good customer service.

COMMUNICATIONS WORKERS OF AMERICA

PACIFIC BELL

Agreed: *Kimberly A. Russell*  
 Assistant to the Vice  
 President, District 9

By: *R. J. Eastwood*  
 Executive Director -  
 Labor Relations

Date: Sept. 11, 1986

Date: 9-11-86

Agreed: *[Signature]*  
 Administrative Assistant  
 to the Vice President,  
 District 9

Date: 9-11-86

## MEMORANDUM OF AGREEMENT Monitoring & Recording of Calls

This Memorandum of Agreement confirms the understanding between the Companies and the Union regarding the monitoring and recording of calls for service assurance and evaluative purposes. This agreement applies to Call Centers in the Consumer Markets Group (CMG), Small Business Solutions, National Customer Support, AT&T Business Solutions Customer Care Ordering, and the Credit and Collections organization.

Call Centers that do not currently have the ability to record calls will follow the terms and conditions of the prior Monitoring MOA's until recording equipment is installed. AT&T Business Solutions Group will follow MOA 95-20, Credit and Collections and the National Customer Support Organizations (NCSC and Broadband repair) will follow MOA 71-7. For the first sixty (60) days after a Broadband repair center implements supervisory monitoring, monitored calls will be used only for coaching and development purposes.

- Customer calls recorded for service assurance will not result in employee discipline unless Call Handling/Customer Contact Misconduct violations are involved. Call Handling/Customer Contact Misconduct violations include: slamming, cramming, fraud, deliberate falsification of records, intentionally disconnecting customers, intentionally not following required disclosures, privacy violations, customer mistreats, work avoidance, camping to avoid calls, inappropriate message or conversation content, and performing personal activities when scheduled to serve customers. Work performance issues are not to be considered or construed as Call Handling/Customer Contact Misconduct.

For the first ninety (90) days following the effective date of this Agreement or, for those organizations which do not have recording capability, the first ninety (90) days following the Department's implementation of recordings, prior to meeting with employees to discuss Call Handling/Customer Contact Misconduct violations regarding calls recorded for service assurance, a review of such calls will be conducted by a Labor Relations Manager and a National Union Representative.

- Recorded calls and monitoring used for evaluative purposes are intended to result in enhanced training and coaching and will take place as described below:

To be done only when a visual indicator has notified all employees in the workgroup and a published monthly or weekly recording and monitoring schedule at the team/section level has been provided to employees. Supervisors will have the ability to reschedule a recording or monitoring session when necessary due to unforeseen circumstances, e.g., called in sick, personal tragedy, etc.

Shall be limited to no more than eight (8) calls per month. Such evaluative recording and/or monitoring of an employee will take place no more than two (2) days per month and will be limited to one (1) session each day.

New employees for six (6) months following initial training will have no limit to the number of evaluative calls recorded and/or monitored and will not be notified of evaluative recording or monitoring by either a visual indicator or a published schedule.

Coverage of an employee should take place as soon as possible, but must take place within twenty-four (24) hours of the evaluative call being monitored. However, for evaluative recorded calls, management review of the call must take place within one (1) week of the recording and coverage of the recorded call must take place within twenty-four (24) hours following the review of the recorded call.

Retention of recordings will be no more than thirty (30) days, at which time the recording will be destroyed, unless the recording will be used to substantiate disciplinary action. Where the recording is used to substantiate disciplinary action, it shall be retained for no more than ninety (90) days. Within the ninety (90) day recording retention period, a copy of the recording will be provided to the Union upon request for purposes of problem solving or the grievance process. By the end of the ninety (90) day recording retention period, if the Union requested a copy of the recording, the recording must be returned to the Companies. In addition, by the end of the ninety (90) day recording retention period, the Companies will transcribe the recorded call and the recording will be destroyed. The Companies will provide a copy of the transcription to the Union upon request; when all appeal processes are concluded, the transcription must be returned to the Companies and it will be destroyed. To ensure compliance with legal and regulatory customer privacy requirements, a Non-Disclosure Agreement will be signed by the appropriate Union representative prior

to receiving a copy and/or transcription of the recorded call and applicable screen shots.

No employee will be dismissed solely as a result of evaluative recording and/or monitoring, unless Call Handling/Customer Contact Misconduct violations are involved. Call Handling/Customer Contact Misconduct violations include: slamming, cramming, fraud, deliberate falsification of records, intentionally disconnecting customers, intentionally not following required disclosures, privacy violations, customer mistreats, work avoidance, camping to avoid calls, inappropriate message or conversation content, and performing personal activities when scheduled to serve customers.

- Simultaneous monitoring and recording will be used solely for coaching and development of management personnel and will be done only with the concurrence of the monitored employee.
- Monitoring or recording of calls that is performed by anyone other than management shall be used for coaching and development and may not be used for evaluative or disciplinary purposes. Employees receiving Relief Differential are not management.
- Desk Top Screen shots will be used primarily for coaching and training purposes.
- Local Union representatives will be provided recording usage reports upon request or in the problem resolution process.
- To facilitate implementation, the Companies agree for sixty (60) days from the installation of the recording equipment in each office, to use recorded calls and screen shots for coaching purposes only.
- The Companies will provide the Local Union with thirty (30) days notice of the date the recording equipment is to be installed in an office to provide information and answer any questions. The Union will have full participation in the creation and implementation of any communication plan. Participation will include the CWA Local Presidents or their designee and Company Vice Presidents or General Managers or their designee. Joint communication sessions for employees will be scheduled in work groups to describe the recording and monitoring process and the contents of this MOA.



## GLOSSARY OF TERMS

**Administrative Monitoring** – A random sampling that provides the utility with an overall evaluation or index of the quality of service provided by an office or workgroup, without reference to or identification of an individual employee.

**Coach** – One who guides and directs performance growth and development.

**Deskside** – Monitoring that is done at the desk of the employee being monitored.

**Development** – Any activity focused on improving or enhancing an employee's performance or behavior.

**Discipline** – Any action taken by the coach that carries negative consequences for non-performance.

**Monitoring** – A third-party listening to both sides of the telephone conversation between two other parties.

**Simultaneous Monitoring** – Two or more managers monitoring the same call at the same time for the purpose of coaching and development of management personnel. Simultaneous monitoring is done only with the concurrence of the monitored employee.

**Supervisory Monitoring** – Monitoring to train and supervise individual employees in their performance of telephone service assignments.

**Work Performance Issues** – Issues directly related to the day-to-day job assignment and job functions such as attendance, average handling time, sales objectives, and related measurements of work standards.

**Effective date/language:** With ratification

**Termination date/language:** With expiration of the 2016 Collective Bargaining Agreement

**Applies to:**

Pacific Bell Telephone Company (Except Appendix E)	<u>X</u>	SBC Global Services, Inc.	_____
Nevada Bell Telephone Company (Except Appendix E)	<u>X</u>	Appendix E	_____
AT&T Services, Inc.	<u>X</u>		

**Communications Workers of America**

**AT&T West**

Agreed: Ellen West  
Ellen West  
Area Director - CWA

Agreed: Jon Jrelan  
Jon Jrelan  
Director – Labor Relations

Date: 10-14-2017

Date: 9/14/2017

MEMORANDUM OF AGREEMENT  
Monitoring and Recording of Calls  
Q&A

Below are questions and answers to facilitate implementation and understanding of the 2016 Monitoring and Recording of Calls Memorandum of Agreement (MOA).

**FROM THE MEMORANDUM OF AGREEMENT**

*“Customer calls recorded for service assurance will not result in employee discipline unless Call Handling/Customer Contact Misconduct violations are involved. Work performance issues are not to be considered or construed to be Call Handling/Customer Contact Misconduct.”*

QUESTION	ANSWER
1. What is “service assurance”?	<p>It is the process of listening to recordings for assessing customer care and identifying process improvement opportunities and will not be conducted by the team/section manager or the team/section manager’s supervisor.</p> <p>Service Assurance monitoring will occur at any time without notice.</p> <p>When reviewing recordings for service assurance, employees will not be subject to discipline unless there is a Call Handling/Customer Contact Misconduct violation.</p>
2. What are examples of Call Handling/Customer Contact Misconduct violations?	<p>Examples include: slamming, cramming, fraud, deliberate falsification of records, intentionally disconnecting customers, intentionally not following required disclosures, privacy violations, customer mistreats, work avoidance, camping to avoid calls, inappropriate message or conversation content, and performing personal activities when scheduled to serve customers.</p>
3. What are examples of “work performance issues”?	<p>Work performance issues are areas in which an employee needs training, coaching or development in order to be proficient or in order to meet standards, e.g., Average Handle Time, conformance, hold procedures, transfer procedures, adherence and contact guide procedures.</p>

**FROM THE MEMORANDUM OF AGREEMENT**

*"To be done only when a visual indicator has notified all employees in the workgroup and a published monthly or weekly recording and monitoring schedule at the team/section level has been provided to employees. Supervisors will have the ability to reschedule a recording or monitoring session when necessary due to unforeseen circumstances, e.g., called in sick, personal tragedy, etc."*

QUESTION	ANSWER
4. What is considered a visual indicator?	<p>Offices could have different types of visual indicators. Current examples include: moving message boards, lights, signs, etc. (Note: moving message boards are to be used for business items only when being used for notification.)</p> <p>All employees must have knowledge of what that indicator is. The visual indicator needs to stay in place when any evaluative monitoring or recording is taking place.</p> <p>If evaluative monitoring stops and recordings are not scheduled for evaluative use, the indicator must be removed. No exceptions.</p>
5. Does this mean we have to use both a visual indicator and provide a schedule?	<p>Yes. All employees will receive a schedule of what day their team/section will have recorded calls used for evaluative purposes. It will be published either monthly or weekly.</p> <p>In addition, managers are expected to listen to monitored or recorded calls for evaluative purposes in accordance with the published schedule and visual indicator.</p>
6. Can evaluative calls be rescheduled?	<p>Yes. Scheduling changes may occur due to a manager or rep being ill, or other situations requiring the manager or rep to be out of the office. Such changes should be minimal and communicated with as much advance notice as possible.</p>

**FROM THE MEMORANDUM OF AGREEMENT**

*"Shall be limited to no more than **eight (8)** calls per month. Such evaluative recording and/or monitoring of an employee will take place no more than two (2) days per month and will be limited to one (1) session each day."*

QUESTION	ANSWER
7. How is a "session" defined for monitoring recorded calls for evaluative purposes?	<p>A session for evaluative monitoring begins when a manager opens the first recorded call for an employee. The session continues as long as that manager is opening calls for the same employee in consecutive order, up to the <b>eight (8)</b> allowed per month.</p> <p>Recorded calls can only be used for evaluative purposes if they occurred on the days shown in the pre-published schedule, and while a visual indicator was posted for all employees.</p>
8. Can more than <b>eight (8)</b> calls be recorded?	<p>Yes, however only <b>eight (8)</b> recorded calls may be used for evaluative purposes each month. The calls used for evaluation on a scheduled day will be consecutive.</p> <p>There is no limit to the number of recorded calls used for coaching purposes. Recorded calls may be an effective coaching tool. Employees can benefit from feedback on recorded calls reviewed for coaching purposes.</p>
9. Will recorded calls obtained while an employee is working an overtime opportunity or on a holiday be used for evaluative purposes?	<p>No, in offices where local agreements have been reached to not conduct evaluative monitoring on overtime or holidays in order to encourage volunteers to work overtime and holidays. However, if a call extends beyond an employee's normal end of day, the call may be used for evaluative purposes, subject to the provisions of the MOA.</p>
10. Are we recording outbound calls?	<p>Yes. Employees who make or take calls from a workstation with recording infrastructure will be recorded.</p> <p>Since conference calls and warm transfers may involve employees in other departments not covered by this agreement, those recordings would not be available to employees or managers of those other departments.</p>
11. Will outbound calls placed during closed time be recorded?	<p>Yes, but those calls would not be used for evaluative purposes, unless those same call types are evaluated today.</p>

12. How does customer notification work on outbound calls?	Employees calling customers from a workstation with recording infrastructure will need to give notice at the beginning of an outbound call, until a systematic approach is established. A script will be provided.
13. Are calls made to other employees recorded?	All calls placed or received from a workstation with recording infrastructure are recorded. If a customer contact involves interactions with other employees, the entire contact is subject to the evaluative process. Calls made solely from employee to employee are not subject to evaluative monitoring. (See number 10 above.)
14. Can an employee be recorded for evaluative purposes more than two (2) times a month?	No. Recording an employee for evaluative purposes is limited to <b>eight (8)</b> calls per month and will take place on no more than 2 days per month. Monitoring for developmental or coaching purposes can occur at any time during the month.
15. How do we handle a customer who requests not to be recorded?	Offer a call back and make arrangements with your manager to place that call from a workstation that is not part of the recording infrastructure. OR Transfer the caller to a manager's desk or a workstation not part of the recording infrastructure, and move to that desk to finish the call.

**FROM THE MEMORANDUM OF AGREEMENT**

*"New employees for six (6) months following initial training will have no limit to the number of evaluative calls recorded and/or monitored and will not be notified of evaluative recording or monitoring by either a visual indicator or a published schedule.*

QUESTION	ANSWER
16. What is considered initial training?	The six (6) month period begins following an employee's placement into the position or when an employee officially completes initial training (IT), whichever is applicable.

**FROM THE MEMORANDUM OF AGREEMENT**

*"Coverage of an employee should take place as soon as possible, but must take place within twenty-four (24) hours of the evaluative call being monitored. However, for evaluative recorded calls, management review of the call must take place within one week of the recording and coverage of the recorded call must take place within twenty-four (24) hours following the review of the recorded call."*

*“Retention of recordings will be no more than thirty (30) days, at which time the recording will be destroyed, unless the recording will be used to substantiate disciplinary action. Where the recording is used to substantiate disciplinary action, it shall be retained for no more than ninety (90) days.”*

<b>QUESTION</b>	<b>ANSWER</b>
17. When will an evaluative recorded call that is reviewed Friday or Saturday be covered with the employee?	<p>If the employee is not working on Saturday, feedback may be given on Monday.</p> <p>If the employee is off work, then feedback must occur on the day the employee returns to work.</p> <p>Recorded calls used for evaluative purposes must be reviewed by management within one week of the recording and feedback must be provided within 24 hours of the manager’s review.</p> <p>However, live monitored calls used for evaluative purposes should be covered within twenty-four (24) hours, so feedback sessions should be planned accordingly.</p>
18. Will coverage of evaluative recorded calls include listening to the call by the employee?	<p>Employees can learn from listening to well-handled calls and calls that need improvement, and should be allowed to listen to any calls of interest. Employees must be allowed to listen to evaluated calls, or portions thereof, where a “not met” score was given.</p> <p>Managers should schedule sufficient time for feedback sessions in order for employees to listen to evaluative recorded calls, or portions thereof, scored as “not met.”</p>
19. Can recordings be retained more than 30 days?	Yes, if the recording will be used to substantiate disciplinary action, but only in accordance with the terms of the MOA.

**FROM THE MEMORANDUM OF AGREEMENT**

*“No employee will be dismissed solely as a result of evaluative recording and/or monitoring, unless Call Handling/Customer Contact Misconduct violations are involved.”*

QUESTION	ANSWER
20. What does this mean?	Any discipline issued by the Company is subject to the "just cause" provisions of the Collective Bargaining agreement.

**FROM THE MEMORANDUM OF AGREEMENT**

*"Simultaneous monitoring and recording will be used solely for coaching and development of management personnel and will be done only with the concurrence of the monitored employee."*

QUESTION	ANSWER
21. Does this apply to both live and recorded calls?	Yes.
22. Can we count these monitored calls as evaluative?	No. Calls monitored simultaneously by local management personnel will not be used for evaluative or disciplinary purposes for the monitored employee.

**FROM MEMORANDUM OF AGREEMENT**

*"Desk Top Screen shots will be used primarily for coaching and training purposes".*

QUESTION	ANSWER
23. What does this mean?	Desk Top Screen shots are another tool used by management to coach and train employees for effective call handling and customer interactions.

**FROM THE MEMORANDUM OF AGREEMENT**

*To facilitate implementation, the Companies agree for sixty (60) days from the installation of the recording equipment in each office, to use recorded calls and screen shots for coaching purposes only.*

QUESTION	ANSWER
24. When will the 60 day period begin?	The sixty (60) day period will begin when the recording equipment begins recording calls. Specific dates will be provided to each employee as part of the deployment communications.



<p>25. Will managers continue to do evaluative monitoring during the first 60 days?</p>	<p>Yes. Management may continue to perform live evaluative monitoring during the sixty (60) day period, and terms of the applicable supervisory monitoring MOA remain in effect.</p>
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Please refer additional questions to your local manager or Local Union representative.

**MEMORANDUM OF AGREEMENT****OVERTIME**

This Memorandum of Agreement (MOA) confirms the understanding between the Companies and the Union regarding assigned overtime. The following processes and procedures will be followed prior to the assignment of overtime.

1. The Companies will first solicit for volunteers when overtime is needed, except under the conditions described in paragraph 4.
2. If seventy percent (70%) of the available and qualified workforce able to perform the overtime needed from the overtime list where overtime is needed volunteer for overtime, the Companies will not assign overtime to the remaining employees. If seventy percent (70%) of the available and qualified workforce able to perform the overtime needed from the overtime list where overtime is needed do not volunteer for overtime, the Companies may assign overtime to the remainder of the employees on the overtime list where overtime is needed, unless qualified volunteers able to perform the overtime needed from other overtime lists solicited in accordance with the terms of paragraph 6 or paragraph 7 are sufficient to satisfy the work load. The available workforce is based on those qualified from the posted work schedules as specified in the Contract.
3. The maximum assigned overtime for an employee is eight (8) hours in a calendar week eight (8) months of the year and twelve (12) hours in a calendar week during the other four (4) months of the year. All overtime worked will apply toward the weekly overtime limitations. The Department Vice President, or his or her delegate, will designate which months are eight (8) hours-per-week months and which months are twelve (12) hours-per-week months. The designated months will be established no later than the last week of November for the upcoming year. Once the months for the upcoming year have been established, they will not be changed. The designated months will be communicated by Labor Relations to the District 9 Overtime Oversight Committee member. The designated twelve (12) hours-per-week months will normally be consecutive months. Should conditions warrant non-consecutive months, the reasons will be communicated to the District 9 Overtime Oversight Committee member.

4. The Companies may suspend the solicitation of volunteers and the weekly assigned overtime limitations during emergency conditions as defined below.
  - An emergency condition shall be defined as acute service demands caused by events of national, state or local importance, such as earthquakes, fires, explosions, floods, severe weather conditions, severe storm conditions,\* other natural disasters, government declared states of emergency, or other unanticipated conditions, such as civil strife, major cable or equipment failure, other catastrophes, or acts of God.
  - \* Note: The intention is not to declare an emergency as a result of an average or typical storm. Severe storms may include prolonged or unseasonable storms or storms that are extreme in nature based on the duration and/or impact of the storm.
  - Emergency declarations will be approved by the Vice President or equivalent manager in the geographic area of the emergency. Before assigning employees to work overtime in an emergency, the Local Union President (or designated Local Union contact) will be notified of the emergency declaration and the conditions associated with the emergency. The Vice President of Labor Relations West (or his/her delegate) will inform the CWA District 9 Vice President (or his/her delegate) of the emergency declaration and the conditions associated with the emergency.
5. Overtime availability lists of qualified employees for each overtime list will be established. Overtime lists will be determined by the Companies. The Companies will determine qualifications for overtime and will determine whether employees are qualified to work the overtime needed.
6. Volunteers for overtime on weekdays (scheduled days) will be solicited by the availability list for the overtime list where overtime is needed. If the seventy percent (70%) volunteer threshold of the available and qualified work force is not reached from the overtime list where overtime is needed, additional qualified volunteers will be solicited from availability lists for overtime lists in the same organization as the overtime is needed (including for Core Installation and Maintenance (CIM), any qualified employees assigned to the CIM workload for that full day in those work groups being solicited for overtime) where, as determined by the Companies, the volunteers can reasonably be assigned or dispatched to the needed work based on time, location, work load and qualification constraints. If the additional qualified volunteers from the availability lists for the above-described overtime lists in the same organization as the overtime is needed are sufficient to satisfy the work load, then the non-volunteers from the overtime list where the overtime is needed will not be assigned the overtime. If the additional qualified volunteers from the availability lists for the above-described overtime lists in

the same organization as the overtime is needed are not sufficient to satisfy the work load, then the non-volunteers from the overtime list where the overtime is needed will be assigned the overtime.

7. **Volunteers for overtime on weekends (unscheduled days) will be solicited by the availability list for the overtime list where overtime is needed. If the seventy percent (70%) volunteer threshold of the available and qualified work force is not reached from the overtime list where overtime is needed, additional qualified volunteers will be solicited from availability lists for overtime lists in the same organization as the overtime is needed, where, as determined by the Companies, the volunteers can reasonably be assigned or dispatched to the needed work based on time, location, work load and qualification constraints. If the additional qualified volunteers from the availability lists for the above-described overtime lists in the same organization as the overtime is needed are sufficient to satisfy the work load, then the non-volunteers from the overtime list where the overtime is needed will not be assigned the overtime. In organizations other than CIM, if the additional qualified volunteers from the availability lists for the above-described overtime lists in the same organization as the overtime is needed are not sufficient to satisfy the work load, then the non-volunteers from the overtime list where the overtime is needed will be assigned the overtime.**

In CIM, should additional qualified volunteers be needed for overtime needs in CIM, qualified volunteers will be solicited from availability lists for overtime lists in the First Mile and Construction and Engineering (C&E) organizations, where, as determined by the Companies, the volunteers can reasonably be dispatched to the needed work based on time, location, work load and qualification constraints. If the additional qualified volunteers from the availability lists for the above-described overtime lists in CIM, C&E and First Mile are sufficient to satisfy the work load, then the non-volunteers from the overtime list where the overtime is needed will not be assigned the overtime. If the additional qualified volunteers from the availability lists for the above-described overtime lists in CIM, C&E and First Mile are not sufficient to satisfy the work load, then the non-volunteers from the overtime list where the overtime is needed will be assigned the overtime.

8. **Local management will establish a process to validate qualifications of employees from overtime availability lists in other work groups. The Local Union will be informed of employees who are not qualified and what is needed for them to be qualified.**
9. **Same day volunteers for overtime may be offered work in increments of time or tickets at the discretion of management.**
10. **Assigned overtime will be in time increments.**

11. Except in the event of emergency conditions, notice of assigned overtime will be provided to employees by 10 AM the day before. The notice requirement applies only to employees at work the day before the assigned overtime is needed. Notice will be provided as early as practicable to employees who were not at work the day before assigned overtime is needed. Should the need for assigned overtime be resolved after employees are notified, management has the discretion to cancel the overtime work. Cancellation of assigned overtime should not be the norm. Issues associated with the cancellation of assigned overtime may be taken to the Overtime Oversight Committee.
12. The Companies will establish a process for requests by employees to be excused from assigned overtime. Requests and management decisions regarding requests will be documented. A Local Union official (as determined by the Local) may appeal denials up to the employee's General Manager. Employees needing long term exclusions from assigned overtime, e.g., time off for school or medical issues, may appeal to the Overtime Oversight Committee if such requests are denied after appeal to the General Manager.
13. The Companies and the Union will establish an Overtime Oversight Committee to meet and review processes associated with assigned overtime. Subjects of the Overtime Oversight Committee may include, but are not limited to: use of volunteers, the effectiveness and potential modification of the 70% volunteer threshold, use of assigned overtime, implementation of emergency conditions, requests/appeals to be excused from assigned overtime, overtime volumes, productivity issues, and training plans. The Companies' representatives will include one manager from Labor Relations and three other managers, as determined by the Companies, from CIM and the Network Dispatch Center (NDC). Union Representatives will include one District 9 representative and three local representatives designated by District 9. Should additional department representatives be added, the Union may designate the same number or numbers of Union representatives. The Committee will meet within sixty (60) days from implementation of the process described in this MOA and will continue to meet quarterly following the first meeting.

The Overtime Oversight Committee does not have the authority to enter into agreements that require collective bargaining. Issues raised by the Committee may be presented to the bargainers for consideration. The Overtime Oversight Committee meetings will not be used in lieu of the grievance or arbitration procedures. Any agreements made by the Overtime Oversight Committee will not prejudice the position of either the Companies or the Union and will not be cited in any other proceeding. Such agreements will not be subject to the grievance or arbitration process.

The Overtime Oversight Committee will meet by Telepresence or video conference when facilities are geographically and readily available. Union representatives will be paid in accordance with Article 3, Section 3.02B.

14. This MOA will apply to all Core Business Units in the West except Appendix D and Appendix E. Upon ratification, CIM, First Mile and C&E will follow the provisions of this MOA. The Overtime Oversight Committee will develop recommended processes for assigned overtime in Business Units other than CIM, First Mile and C&E within one hundred eighty (180) days of ratification. The Overtime Oversight Committee will make recommendations concerning these processes to the bargainers for the Union and the Companies. Should the Overtime Oversight Committee not reach agreement on the recommended processes for any Business Unit within one hundred eighty (180) days of ratification, the Companies may implement all the provisions of this MOA for any such Business Unit or Units. Advance notice of such implementation will be provided by the Companies to the Vice President of CWA District 9.

In the event of an emergency prior to one hundred eighty (180) days after ratification, in Business Units other than CIM, First Mile and C&E, overtime may be assigned in accordance with the principles of this MOA. Notice of the emergency and the associated conditions will be provided.

15. The Overtime Oversight Committee will develop recommended processes for assigned overtime for overtime lists consisting of three employees or less within one hundred eighty (180) days of ratification. The Overtime Oversight Committee will make recommendations concerning these processes to the bargainers for the Union and the Companies. Should the Overtime Oversight Committee not reach agreement on the recommended processes within one hundred eighty (180) days of ratification, the Companies may implement all the provisions of this MOA for overtime lists consisting of three employees or less. Advance notice of such implementation will be provided by the Companies to the Vice President of CWA District 9.

In the event of an emergency prior to one hundred eighty (180) days after ratification, overtime may be assigned in accordance with the principles of this MOA for overtime lists consisting of three employees or less. Notice of the emergency and the associated conditions will be provided.

16. To comply with Paragraphs 14 and 15, the parties will make all reasonable efforts to ensure the necessary participants are available to regularly meet to complete the processes within the 180 days.

**Effective date/language:** With ratification

**Termination date/language:** With expiration of the 2012 Collective Bargaining Agreement

**Applies to:**

Pacific Bell Telephone Company  
(Except Appendix E&D)        X        SBC Global Services, Inc.      \_\_\_\_\_

Nevada Bell Telephone Company  
(Except Appendix E&D)        X        Appendix E      \_\_\_\_\_

AT&T Services, Inc.        X  

**Communications Workers of America      AT&T West**

Agreed: Tom Runnion  
Tom Runnion  
CWA Staff Representative  
-- District 9

Agreed: Douglas Flores  
Doug Flores  
Executive Director -  
Labor Relations

Date: 5-20-13

Date: 5/20/13

R.E. Eastwood  
Executive Director

2600 Camino Ramon, Room 24051  
San Ramon, California 94583  
(415) 823-5600

**PACIFIC BELL**  
A Pacific Telesis Company

SEP 11 1986

Mr. Ken Crosswell  
Assistant to the Vice President,  
District 9  
Communications Workers of America  
411 Airport Boulevard  
Burlingame, California 94010

Mr. Reid B. Pearce  
Administrative Assistant to  
the Vice President, District 9  
Communications Workers of America  
6033 West Century Boulevard  
Suite 600  
Los Angeles, California 90045

Gentlemen:

This confirms our understanding of Sept. 11, 1986, with respect to pay treatment of certain employees with physical restrictions. This Memorandum cancels and supersedes our letter dated March 29, 1977, regarding the return to work of certain physically restricted employees.

The pay treatment is as follows:

If the rate of pay on the new assignment is lower than that of the employee's former job, the employee will be red circled at the employee's previous rate based on the following table:

<u>Net Credited Service</u>	<u>Period of Red Circling</u>
Under 6 months	0
6 months to 2 years	2 weeks
2 years to 5 years	4 weeks
5 years to 15 years	13 weeks
15 years to 20 years	26 weeks
20 years to 25 years	39 weeks
25 years and over	52 weeks

MEMORANDA OF  
AGREEMENT



Employees will continue to receive their progression increases at the higher rate during the period of red circling as well as any general wage increases and team awards that become effective during this time. Where applicable, the team awards will be prorated according to the Team Award Plan.

If at the completion of the period of red circling the physical/medical restrictions still exist, the employee's wage rate will be reduced to the wage rate of the new assignment.

This Memorandum of Agreement will only become effective if the collective bargaining agreement between the parties embodied in the Memorandum of Agreement dated August 1, 1986 is ratified by the Union membership on or before September 12, 1986. If that Memorandum of Agreement is so ratified, this Memorandum of Agreement will become effective and may be terminated by either party by giving thirty (30) days prior written notice to the other party of its intention to terminate this Memorandum of Agreement.

COMMUNICATIONS WORKERS OF AMERICA

PACIFIC BELL  
NEVADA BELL

Agreed:

*Herbert A. O'Connell*  
Assistant to the Vice  
President, District 9

By:

*R. E. Cartwood*  
Executive Director-  
Labor Relations

Date:

Sept. 11, 1986

Date:

9-11-86

Agreed:

*R. J. P.*  
Administrative Assistant  
to the Vice President,  
District 9

Date:

9-11-86

Principles for Sales Incentive Programs

The Company and the Union agree to the following principles for negotiating individual sales incentive programs:

Sales and incentives for sales shall be a win for all stakeholders:

- \* Customer - good service and the best possible solution to telecommunications needs
- \* Employee/Union - positive incentive to sell; increased pay opportunities, increased employment security and jobs
- \* Company - increased revenue leading to growth and higher share owner value

Communication to employees (management and non-management) on service, sales, and sales incentives must be positive and ongoing:

- \* Joint union-company communications is best approach
- \* All service representatives will be trained on product knowledge and sales techniques to enhance their sales capabilities in the performance of their job
- \* Communications should emphasize overall good service as well as sales
- \* Communications should focus on both the why and the what of sales incentives
- \* Communications process must include periodic follow-up with service representatives and a feedback mechanism for issues and timely resolution of issues

Ethical sales practices and strict adherence to company policy and/or negotiated agreements will not be compromised:

- \* No tolerance for unethical sales, dishonest behavior, or behavior that promotes unethical sales or dishonest behavior

Individual incentives will be over and above base wages.

- \* No wages will be at risk

Sales quotas will not be set for service representatives, however, sales goals may be set for service representatives with the following conditions:

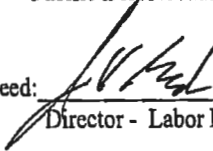
- \* Individuals will not be disciplined for failure to meet sales goals
- \* Company will continue to train all service representatives on product knowledge and sales techniques and provide ongoing coaching on the same
- \* Sales goals will be based on sales opportunities

- \* Company and Union will work together to place those who do not desire to work in a sales environment
- \* Although sales are a part of the service representative performance development process (PDP) standards, under no circumstances will sales effectiveness be the sole factor used to determine that an employee is not meeting acceptable work performance standards
- \* Company and Union will work together to find out why people are not able to properly use trained sales techniques and figure out how to build employee sales capability and/or provide assistance

Pacific Bell/Nevada Bell

Communications Workers of America

Agreed:

  
Director - Labor Relations

Agreed:

  
Area Director

Date:

1-22-98

Date:

1/22/98

R.E. Eastwood  
Executive Director

2660 Camino Ramon  
San Ramon, California 94533  
(415) 823 6600

**PACIFIC BELL**  
A Pacific Telesis Company

SEP 11 1986

Mr. Ken Crosswell  
Assistant to the Vice President,  
District 9  
Communications Workers of America  
411 Airport Boulevard  
Burlingame, California 94010

Mr. Reid B. Pearce  
Administrative Assistant to  
the Vice President, District 9  
Communications Workers of America  
6033 West Century Boulevard  
Suite 600  
Los Angeles, California 90045

Gentlemen:

This letter supersedes our prior agreement of August 24, 1983 (old tab 258) regarding scheduling of employees for Sunday plus Four to reflect the current contractual references. This agreement continues and reads as follows:

"Employees defined in Appendix A, Section A1.01, A2.01 and Appendix B, Section B1.01 subparagraphs A and B may voluntarily waive the requirement as stated in Appendix A, Section A1.02J and A2.02I and Appendix B, Section B1.03I to be scheduled for Sunday plus four additional consecutive days.

An employee will be scheduled according to the Sunday plus four additional consecutive days rule unless the employee notifies his/her supervisor of his/her waiver one week prior to the posting of the schedule."

COMMUNICATIONS WORKERS OF AMERICA

PACIFIC  
NEVADA BELL

Agreed: *Ken Crosswell*  
Assistant to the Vice  
President, District 9

By: *R. E. Eastwood*  
Executive Director-  
Labor Relations

Date: Sept. 11, 1986

Date: 9-11-86

Agreed: *R. B. Pearce*  
Administrative Assistant  
to the Vice President,  
District 9

Date: 9-11-86

MEMORANDA OF  
AGREEMENT

## MEMORANDUM OF AGREEMENT

### RELOCATION

This Memorandum of Agreement will confirm our understanding of August 6, 1995, with respect to reasonable moving costs as provided for in Section 2.08A of the Contract between Pacific Bell/Nevada Bell and the Communications Workers of America. This memorandum cancels and supercedes our letter on the same subject dated June 20, 1990.

Relocation expense reimbursement will be paid to employees who accept a Company-initiated transfer to a non-commutable work location. Company-initiated transfers are those transfers and reassignments made under the provisions of Section 2.05 or Section 2.06 of the Contract. A work location shall be considered to be non-commutable as described in Section 2.08E of the Contract.

An employee who accepts a Company-initiated transfer to a non-commutable work location will be eligible for moving expense reimbursement if the employee has moved his/her residence to a commutable location ( as described in Article 2, Section 2.08E of the Contract ) or if, in the determination of the Companies, the employee has moved his/her residence appreciably closer to the new work location.

1. Relocation expense reimbursement will be paid according to the attached schedule, up to a maximum of \$ 12,000.00. or
2. A commute allowance of \$200 per month will be paid for up to three (3) years. Employees who elect the commute allowance in lieu of relocation ( CILOR ) may, within one (1) year from the date of transfer, elect to move their residence. In such cases, relocation expenses will be reimbursed in accordance with the attached schedule, up to a maximum of \$ 9,600. In no event will the combination of commute allowance and moving expenses exceed \$ 12,000.

This Memorandum of Agreement will also confirm our understanding of November 27, 1989, regarding the application of relocation benefits. This Memorandum of Agreement supersedes our letter dated December 18, 1986; however, this Memorandum does not change the intent of that letter, which reads as follows:

" In the event an employee who is commuting to work, on his/her own volition, a distance exceeding that which is normally considered commutable and is subject to a Company-initiated move to a location which is also non-commutable but results in a commute that is less than the employee's previous commute, the employee will not be entitled to relocation benefits including CILOR.

However, if an employee, under similar circumstances, is subject to a Company-initiated move which results in a commute greater than that which the employee previously experienced, the employee will be entitled to relocation benefits should the employee decide to move his/her residence within one year of the effective date of the Company-initiated move, or CILOR. "

**Effective date/language:**

Upon ratification of the Contract.

**Termination date/language:**

In accordance with the conclusion Article of the currently effective collective bargaining agreement between Pacific Bell/Nevada Bell and the Communications Workers of America.

**Coverage:**

Pacific Bell	Yes
Nevada Bell	Yes

**ORIGINAL SIGNED:** August 8, 1995

MEMORANDUM OF AGREEMENT  
RELOCATION EXPENSE MAXIMUM

The Companies and the Union agree to revise MOA 95-17 to add an addendum (95-17A).

This Memorandum of Agreement confirms our understanding regarding an increase to the maximum relocation expense reimbursement.

The following will replace the existing language in MOA 95-17:

1. Relocation expense reimbursement will be paid according to the attached schedule, up to a maximum of \$14,000.00, or
2. A commute allowance of \$200 per month will be paid for up to three (3) years. Employees who elect the commute allowance in lieu of relocation (CILOR) may, within one (1) year from the date of transfer, elect to move their residence. In such cases, relocation expenses will be reimbursed in accordance with the attached schedule, up to the maximum of \$11,600. In no event will the combination of commute allowance and moving expenses exceed \$14,000.

**Effective date/language:** With ratification

**Termination date/language:** With expiration of the 2012 Collective Bargaining Agreement

**Applies to:**

Pacific Bell Telephone Company  
(Except Appendix E)  X  SBC Global Services, Inc. \_\_\_\_\_

Nevada Bell Telephone Company  
(Except Appendix E)  X  Appendix E \_\_\_\_\_

AT&T Services, Inc.  X

**Communications Workers of America**      **AT&T West**

Agreed:  Tom Runnion   
Tom Runnion  
CWA Staff Representative  
- District 9

Agreed:  Douglas G Flores   
Douglas Flores  
Executive Director -  
Labor Relations

Date:  5-20-13

Date:  5/20/13

## RELOCATION EXPENSE TREATMENT-CWA

1. EXPLORATORY TRIP TO NEW LOCATION

- A. Mileage.....Standard  
.....Company rate
- B. Per Diem ( meal and miscellaneous ).....\$30/day
- C. Lodging-actual, not to exceed.....\$75/day maximum
- D. Exploratory trip, not to exceed.....5 days maximum
- E. Immediate family members may go on  
Exploratory Trip. Expense treatment  
as follows:
- Spouse meals-actual, not to exceed.....\$15/day
  - Children under 12 years-actual,  
not to exceed.....\$7.50/day
  - Children over 12 years-actual,  
not to exceed.....\$15/day
  - Lodging/spouse-actual, additional  
not to exceed.....\$10/day max.
  - Lodging/children-actual, additional  
not to exceed.....\$5/day max.
  - Babysitter for children-actual  
documented costs, not to exceed.....\$25/day

2. TEMPORARY LIVING

Lump sum amount of \$ 4,750 in lieu of receipted expenses.

3. MOVING OF HOUSEHOLD FURNISHINGS

Arrangements made through Relocation office. Actual expenses reimbursed

4. EN ROUTE EXPENSES

Expense treatment same as during  
Exploratory Trip. Mileage at Standard  
Company Rate for a maximum of 2 cars.

En route expense normally reimbursed  
for a maximum of 1 night's lodging and  
2 days' meals.



RELOCATION EXPENSE TREATMENT-CWA ( Continued )

5. MOBILE HOMES

Cash allowance for moving mobile home in lieu of reimbursement for moving household. Cash allowance determined by Relocation Coordinator. Allowance will not exceed estimated cost of moving employee's personal household furnishings that are in the mobile home.

6. MISCELLANEOUS

Documented loss of rent, including penalties associated with leases, with business transfer termination privileges. Up to \$500

Home/Apartment Finding Service Fee ( e.g., Relocation Consultants ) Up to \$200

7. DISCOUNTED MORTGAGE RATES

Provide the name of a national lender who will offer discounted mortgage rates to qualified employees.

8. PURCHASE/RENTAL ALLOWANCE

Allowance to those who relocate and purchase a residence or who rent their primary residence. \$ 1,000

MILEAGE REIMBURSEMENT RATE

Per Article 5, Section 5.05C4c of the 1995 Agreement, employees shall be reimbursed at the rate of thirty cents ( \$ .30 ) per mile for mileage incurred on or after March 1, 1995.

In the event the Internal Revenue Service ( IRS ) changes the reimbursement rate for mileage, the Companies will adjust the mileage reimbursement rate to the maximum allowable rate. The Companies will determine and inform the Union of the date on which employees will begin receiving any new mileage reimbursement rate.

**Memorandum of Agreement  
Relocation**

The following will replace the existing language in MOA 95-17 and 95-17A:

2. A commute allowance of \$250 per month will be paid for up to three (3) years. Employees who elect the commute allowance in lieu of relocation (CILOR) may, within one (1) year from the date of transfer, elect to move their residence. In such cases, relocation expenses will be reimbursed in accordance with the attached schedule, up to the maximum of \$11,600. In no event will the combination of commute allowance and moving expenses exceed \$14,000.

The following will replace the existing language in CWA Attachment to 95-17:

**1. EXPLORATORY TRIP TO NEW LOCATION**

- A. No change.
- B. Per Diem (meal and miscellaneous) \$42/day
- C. Lodging actual, not to exceed \$150/day maximum
- D. No change.
- E. Immediate family members may go on Exploratory Trip. Expense treatment as follows:
  - Spouse meals actual, not to exceed \$30/day
  - Children under 12 years actual, not to exceed \$15/day
  - Children over 12 years actual, not to exceed \$30/day
  - Lodging/spouse actual, additional not to exceed \$20/day max.
  - Lodging/children actual, additional not to exceed \$10/day max.
  - Babysitter for children actual, documented costs, not to exceed \$50/day

**MILEAGE REIMBURSEMENT RATE**

Per Article 5, Section 5.05C4c, employees shall be reimbursed at the Internal Revenue Service (IRS) reimbursement rate for mileage.

In the event the IRS changes the reimbursement rate for mileage, the Companies will adjust the mileage reimbursement rate to the maximum allowable rate as soon as practical, not to exceed sixty (60) days from the effective date of the change.

**Effective date/language:** With ratification

**Termination date/language:** With expiration of the 2016 Collective Bargaining Agreement

**Applies to:**

Pacific Bell Telephone Company  
(Except Appendix E)                      X      SBC Global Services, Inc.                    \_\_\_\_\_

Nevada Bell Telephone Company  
(Except Appendix E)                      X      Appendix E                    \_\_\_\_\_

AT&T Services, Inc.                      X  

**Communications Workers of America**

**AT&T West**

Agreed: Ellen West  
Ellen West  
Area Director - CWA

Agreed: Jon Ireland  
Jon Ireland  
Director - Labor Relations

Date: 10-14-2017

Date: 9/14/2017

July 12, 2009

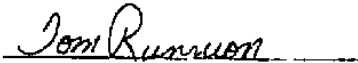
Tom Runnion  
Staff Representative  
Communications Workers of America – District 9  
2804 Gateway Oaks Drive, Suite 150  
Sacramento, CA 95833

**Re: Single Bargaining Unit**

Dear Tom:

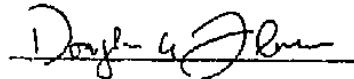
This letter is to confirm our understanding regarding employees holding the job titles covered by Appendices A, B, D, and E. The Companies and the Union agree that based upon our mutual intent, employees in the job titles covered by Appendices A, B, D and E are and have been a single bargaining unit.

**COMMUNICATIONS WORKERS  
OF AMERICA**



Tom Runnion  
Staff Representative

**AT&T WEST LABOR RELATIONS**



Doug Flores  
Executive Director

**MEMORANDA OF  
AGREEMENT**

**SUBCONTRACTING**

The Companies prefer to have employees in the bargaining unit perform traditional telephone work. However, when the Companies determine that it is necessary to subcontract that type of work, the Companies agree to the following:

1. The Companies will provide notice to the appropriate Union Local before contracting out work when the contracting project is anticipated to last more than ninety (90) days and to discuss the reasons for the contracting.

To carefully consider the use of union-represented contractors to perform traditional telephone work with the understanding that the selection of any contractor is determined solely by the Companies.

3. From time to time, but no less frequently than every six (6) months, the Vice President-Labor Relations, the Business Unit Presidents, or next level of management below if the Presidential level does not exist for that organization, and the Vice President-District 9, or their designated representatives, will meet to discuss the issue of subcontracting and its impact on employees. In addition, this committee may review situations where contractors are performing traditional telephone work and the work is expected to continue long-term and discuss appropriate solutions.
4. The Vice President-Labor Relations and the Vice President-District 9 will also establish a joint committee to examine work previously performed by bargaining unit employees to determine if it would serve the interests of both parties to have the work brought back into the Companies. The joint committee should be formed within 60 days following ratification and have their first meeting within 90 days following ratification. The joint committee shall make recommendations to the Vice President-Labor Relations and the Vice President-District 9 within 90 days of holding such meeting. The Union members of the joint committee will be paid in accordance with Section 3.02B of the current collective bargaining agreement.
5. The Companies will provide the Union a monthly report regarding the contracting of bargaining unit jobs. The report will include:
  - The name of the contractor.
  - The type of jobs being contracted.
  - The estimated number of jobs being contracted.
  - The location of the contracted work.
  - The length of the contract and duration of the work at each location.

# MEMORANDUM OF AGREEMENT

## SUBCONTRACTING

Any claims of non-compliance with the terms of this Agreement may be immediately escalated, in writing, to the National Union's Area Director and Labor Relations Executive Director. If they are unable to resolve the issue, the Union may, within thirty (30) calendar days of the escalation, notify the Company of their intent to arbitrate issues of non-compliance with this Agreement.

Effective Date: With ratification

Termination Date: With the Conclusion Article of the 2001 Collective Bargaining Agreement

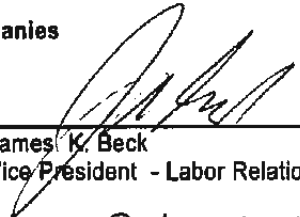
Applies to:	Pacific Bell	<input checked="" type="checkbox"/>	SBC Services, Inc.	<input checked="" type="checkbox"/>
	Nevada Bell	<input checked="" type="checkbox"/>	SBC Telecom, Inc.	<input checked="" type="checkbox"/>
	ASI	<input checked="" type="checkbox"/>	PB Home Entertainment	<input checked="" type="checkbox"/>

**Communications Workers of America**

Agreed:   
James B. Gordon  
Area Director CWA - District 9

Date: 3/23/01

**The Companies**

Agreed:   
James K. Beck  
Vice President - Labor Relations

Date: 3/23/01

MEMORANDA OF AGREEMENT

## Memorandum of Agreement Success Sharing Plan

The Companies and the Communications Workers of America (Union) agree to the following concerning the Success Sharing Plan (SSP):

Eligible employees may receive annual lump sum cash payments based on AT&T stock price appreciation and AT&T dividend rate.

### Plan Components

#### 1. Success Units

Employees will be awarded 150 success units at the beginning of each award year (October 1, 2016, October 1, 2017, October 1, 2018 and October 1, 2019). Those success units will only be valid for that award year and will not carryover to the next award year. A success unit is only used as a multiplier in the payout calculation and is not a share of stock nor does it have any other value.

#### 2. Determining Award Value

Award Year	Beginning Award Value	Ending Award Value
2017 (October 3, 2016 to September 29, 2017)	October 3, 2016 closing AT&T stock price	September 29, 2017 closing AT&T stock price
2018 (October 2, 2017 to September 28, 2018)	October 2, 2017 closing AT&T stock price	September 28, 2018 closing AT&T stock price
2019 (October 1, 2018 to September 30, 2019)	October 1, 2018 closing AT&T stock price	September 30, 2019 closing AT&T stock price
2020 (October 1, 2019 to September 30, 2020)	October 1, 2019 closing AT&T stock price	September 30, 2020 closing AT&T stock price

The stock price used in establishing the award value will be the closing AT&T stock price on the New York Stock Exchange. The award value will be adjusted proportionally to reflect any stock split.

#### 3. Determining Dividend Rate Value

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

4. Payout

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

**Stock Appreciation Value:**

Beginning award value – October 3, 2016 closing AT&T stock price \$37.00  
Ending award value – September 29, 2017 closing AT&T stock price \$42.00

Payout –  $\$42 - \$37 = \$5 \times 150 \text{ success units} = \$750.00$

**Dividend Rate Value:**

December 31, 2016 dividend	\$ .48
March 31, 2017 dividend	\$ .48
June 30, 2017 dividend	\$ .48
September 30, 2017 dividend	\$ .48

Total Dividend \$1.92

Payout -  $\$1.92 \times 150 \text{ success units} = \$288.00$

**Total Payout**

$\$750.00 \text{ stock appreciation value} + \$288.00 \text{ dividend rate value} = \$1,038.00$

Payment of the award will be made as soon as practicable after the award year and will normally occur the payday of the last full pay period in November. An overtime true-up will be paid in accordance with applicable Federal and/or State laws.

**Eligibility**

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

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



**Part-Time Employees**

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

**Benefits Treatment**

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

- Medical
- Life Insurance
- Pension
- Savings Plan

**Taxes, Personal Allotments**

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

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

**Dispute Resolution**

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

**Effective date/language:** *With ratification*

**Termination date/language:** *With expiration of the 2016 Collective Bargaining Agreement*

**Applies to:**

<i>Pacific Bell Telephone Company (Except Appendix E)</i>	<u>X</u>	<i>SBC Global Services, Inc.</i>	<u>X</u>
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<i>Nevada Bell Telephone Company (Except Appendix E)</i>	<u>X</u>	<i>Appendix E</i>	<u>X</u>
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<i>AT&amp;T Services, Inc.</i>	<u>X</u>		
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**Communications Workers of America**

**AT&T West**

Agreed: *Ellen West*  
Ellen West  
Area Director - CWA

Agreed: *Jon Irelan*  
Jon Irelan  
Director – Labor Relations

Date: *10-14-2017*

Date: *9/14/2017*

The Pacific Telephone and Telegraph Company (Company) has the responsibility for providing high-quality telephone service to the public. This includes not only the proper functioning of equipment but such things as accuracy, completeness, promptness, courtesy and helpfulness of employees in business transactions with customers. It is agreed by the Company and the Communications Workers of America (Union) that appropriate procedures will be used to meet this obligation.

In addition, the Company and the Union agree that the laws with respect to secrecy of communications must be followed, and that both have an obligation to prevent any acts by employees which tend to perpetrate fraud, violate secrecy or cause loss of revenue.

It is agreed that supervisory monitoring as defined and referred to in CPUC Decision No. 73146 may be used to achieve the above objectives.

As defined, "Supervisory monitoring" is used by telephone companies to train and supervise individual employees in their performance of telephone service assignments.

Under CPUC Decision No. 73146, supervisory monitoring is permitted without notice (i.e., without a "beep tone") when performed without the making of any written notation or any record of the contents, substance, purpose, effect, or meaning of any conversation (which includes the employee's conversation) which may have been heard during said supervisory monitoring.

A person performing supervisory monitoring may not disclose to anyone (including supervisory personnel and the observed employee) any part of any conversation overheard while performing such supervisory monitoring.

The Company is obligated to insure, by proper training and direction of its supervisory people, that supervisory monitoring is properly used. To insure that this is done the Company agrees to train its supervisory people in the implementation of this Agreement covering the use of supervisory monitoring as follows:

a. Record of supervisory monitoring will be made on check-off type summary sheets recording only technical details and manner of job performance. No written notations of a conversation will be made except as absolutely necessary to protect secrecy of communications or to prevent fraud or loss of revenue.

b. When a record of a job discussion between a Traffic or Central Office Manager, or other supervisor and the observed employee is made, it will not include the contents, substance, purpose, effect, or meaning of any observed conversation, unless secrecy of communications, fraud, or loss of revenue is involved. An employee shall be permitted to review his/her personnel record upon his/her request.

c. Supervisory monitoring may be used to determine training needs and to evaluate the grade of service of individual employees. Other supervisory steps, such as training sessions, visual observation, individual discussions and coaching shall be used in addition to supervisory monitoring to evaluate and improve an employee's performance.

d. Employees subject to supervisory monitoring will be so advised.

e. Supervisory monitoring will be done only in the quarters where the employee is working.

This Agreement does not preclude the Union's right of grievance procedure and/or arbitration as set forth in the Agreement between the parties.

This Agreement may be terminated by either party in accordance with the appropriate Collective Bargaining Agreement covering Wages, Hours and Working Conditions for bargaining unit employees represented by the Union.

*C. B. ...*  
Communications Workers  
of America, AFL-CIO

*H. M. ...*  
The Pacific Telephone and  
Telegraph Company  
Bell Telephone Company of Nevada  
*Oct 12, 1971*

## MEMORANDUM OF AGREEMENT

### SUPERVISORY MONITORING - SERVICE REPRESENTATIVES

This Memorandum of Agreement confirms the understanding between the Company and the Union regarding Supervisory Monitoring for Service Representatives in Pacific Bell.

Supervisory monitoring will be conducted as follows:

- Done only when all employees in the work group have been notified by a visual indicator which will be used only when monitoring is taking place.
- Monitoring used for evaluative or disciplinary purposes shall be limited to no more than 10 calls per month. Such monitoring of an employee will take place no more than two days per month and will be limited to one monitoring session each day.
- New employees for six (6) months following initial training will have no limit to the number of calls monitored.
- Coverage of an employee should take place as soon as possible, but must take place within 24 hours of the call being monitored.
- No employee will be dismissed solely as a result of monitoring unless secrecy of communications, fraud or gross customer abuse is involved.
- Simultaneous monitoring will be used solely for coaching and development of management personnel and will be done only with the concurrence of the monitored employee.
- Monitoring that is performed by anyone other than management shall be used for coaching and development and may not be used for evaluative or disciplinary purposes. Employees receiving Relief Differential are not management.

To facilitate implementation and understanding, the Union and the Company recognize the importance of developing a best practices package for supervisory monitoring. To assure this, we agree to reconvene the Supervisory Monitoring Joint Committee to develop a best practices for supervisory monitoring package. The Supervisory Monitoring Joint Committee will have the best practices package developed by December 31, 1995. The Union and the Company also agree that common definitions are important and further agree that the terms listed in the attached Glossary of Terms will have the meanings stated there.

**Effective date/language:**

Upon the ratification of the Contract.

**Termination date/language:**

This Memorandum of Agreement will be subject to termination in accordance with the Conclusion Article of the currently effective collective bargaining agreement between Pacific Bell/Nevada Bell.

**Coverage:**

Pacific Bell Yes

Nevada Bell No

**ORIGINAL SIGNED: August 8, 1995**

## SUPERVISORY MONITORING JOINT COMMITTEE

### GLOSSARY OF TERMS

- **Monitoring** - A third party listening to both sides of the telephone conversation between two other parties.
- **Administrative Monitoring** - A random sampling that provides the utility with an overall evaluation or index of the quality of service provided by an office or work group without reference to or identification of an individual employee.
- **Supervisory Monitoring** - Monitoring to train and supervise individual employees in their performance of telephone service assignments.
- **Simultaneous Monitoring** - Two or more managers monitoring the same call. This activity is used solely for coaching and development of management personnel and is done only with the concurrence of the monitored employee.
- **Deskside** - Monitoring that is done at the desk of the employee being monitored.
- **Remote** - Monitoring that is done away from the desk of the employee being monitored, but within the same general work area.
- **Development** - Any activity focused on improving or enhancing an employee's performance or behavior.
- **Coach** - One who guides and directs performance growth and development.
- **Discipline** - Any action taken by the coach which carries negative consequences for non-performance.
- **Gross Customer Abuse** - Use of profanity and ethnic or sexual slurs that obviously causes the customer distress.



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JANUARY							FEBRUARY							MARCH							APRIL														
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S								
1	2	3	4	5	6				1	2	3					1	2	3					1	2	3	4	5	6	7						
7	8	9	10	11	12	13	4	5	6	7	8	9	10	4	5	6	7	8	9	10	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
20	21	22	23	24	25	26	27	18	19	20	21	22	23	24	18	19	20	21	22	23	24	22	23	24	25	26	27	28	29	30					
28	29	30	31				25	26	27	28				25	26	27	28	29	30	31	29	30													
MAY							JUNE							JULY							AUGUST														
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S								
1	2	3	4	5			1	2						1	2	3	4	5	6	7	1	2	3	4											
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11								
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18								
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25								
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				26	27	28	29	30	31										
SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER														
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S								
1							1	2	3	4	5	6	1	2	3					1	2	3	4	5	6	7									
8	9	10	11	12	13	14	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8								
15	16	17	18	19	20	21	14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15								
22	23	24	25	26	27	28	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22								
29							28	29	30	31			25	26	27	28	29	30	23	24	25	26	27	28	29										
30																			30	31															

# 2019

JANUARY							FEBRUARY							MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5			1	2					3	4	5	6	7	8	9	1	2	3	4	5	6		
6	7	8	9	10	11	12	3	4	5	6	7	8	9	10	11	12	13	14	15	16	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	17	18	19	20	21	22	23	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	24	25	26	27	28	29	30	21	22	23	24	25	26	27
27	28	29	30	31			24	25	26	27	28	29	30	31							28	29	30				
MAY							JUNE							JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4				1						1	2	3	4	5	6	1	2	3	4	5	6			
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	31
							30																				
SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5		1	2	3	4	5	6	1	2	3	4	5	6	7		
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
29	30						27	28	29	30	31		24	25	26	27	28	29	30	29	30	31					



# 2020

JANUARY							FEBRUARY							MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4				1							1	2	3	4	5	6	7	1	2	3	4			
5	6	7	8	9	10	11	2	3	4	5	6	7	8	8	9	10	11	12	13	14	5	6	7	8	9	10	11
12	13	14	15	16	17	18	9	10	11	12	13	14	15	15	16	17	18	19	20	21	12	13	14	15	16	17	18
19	20	21	22	23	24	25	16	17	18	19	20	21	22	22	23	24	25	26	27	28	19	20	21	22	23	24	25
26	27	28	29	30	31		23	24	25	26	27	28	29	29	30	31				26	27	28	29	30			
MAY							JUNE							JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2						1	2	3	4	5	6	1	2	3	4				1	2	3	4				
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30				26	27	28	29	30	31	23	24	25	26	27	28	29		
31																			30	31							
SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5			1	2	3				1	2	3	4	5	6	7	1	2	3	4				
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
27	28	29	30				25	26	27	28	29	30	31	29	30					27	28	29	30	31			

