



AGREEMENT

BETWEEN

VERIZON NEW YORK INC.
Commercial, Public Communications,
Sales and Headquarters Departments
Downstate

AND

VERIZON SERVICES CORP.

AND

VERIZON CORPORATE SERVICES CORP.

AND

COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO
DISTRICT ONE
LOCAL 1105

EFFECTIVE AUGUST 3, 2008



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FOREWORD

AGREEMENT by and between VERIZON New York Inc., TELESECTOR RESOURCES GROUP, Inc. hereinafter referred to as the “COMPANY”, and THE COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as the “UNION”, acting for all the employees whose titles and classifications are set forth in Appendix A, including all Verizon New York Inc. Downstate* “Commercial Department employees” (including employees in “Marketing” and retail outlets) and all Verizon New York Inc. Downstate* “Headquarters Department employees”, it being understood that this Agreement applies only to employees employed in titles and classifications listed in Appendix A, and it being further understood that this Agreement applies only to downstate employees of Telesector Resources Group, Inc. who were included in the bargaining unit on August 31, 1991 and that it applies only to downstate employees of Verizon Inc. working in the Benefit Department, and Science and Technology Department who were included in the bargaining unit on August 31, 1991, and it being further understood that the bargaining unit under this Agreement shall be the same as the certified bargaining unit covering the Company employees who were in the certified bargaining unit covered by the 1989 collective bargaining agreement.

- When used in this Agreement, Downstate refers to New York City, Nassau, Suffolk, Westchester, Rockland and Putnam Counties, parts of Dutchess (including Patterson, N.Y.) and Orange (including Greenwood Lake, Tuxedo and West Point) Counties and Greenwich, Connecticut.

ARTICLE 1

Section 1. Exclusive Bargaining Representation

WHEREAS, The Union of Telephone Workers was certified by the National Labor Relations Board as the representative for the purpose of collective bargaining of the employees covered by this Agreement; and

WHEREAS, The Communications Workers of America is the successor union to The Union of Telephone Workers; and

WHEREAS, the Union hereby certifies that its members include a majority of the employees in the Commercial Department as defined in the Foreword and a majority of the employees in the Headquarters Departments as defined in the Forward; and

WHEREAS, the Union further certifies that it is the acknowledged, designated and selected collective bargaining agency of such members:

THEREFORE, the Company recognizes the Union, for the purpose of collective bargaining, as the exclusive representative of all the employees covered by this Agreement.

It is the intention of the parties to provide an orderly process of procedure between the Company and the Union, inasmuch as both parties are mindful of the fact that the services performed by them as workers in a public utility are essentially related to the welfare of the general public.

Section 2. Employees Covered

The employees covered by this Agreement include all employees whose titles and classifications are set forth in Article 34, and employees for whom additional titles and classifications are established in accordance with Article 34 hereunto annexed and made a part hereof.

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders and not as a sex limitation unless the Agreement clearly requires a different construction.

Section 3. Definitions

- (a) "Employee" means a regular or temporary full-time and a regular or temporary part-time non-supervisory employee whose title and occupational classification are listed in Article 34.
- (b) "Regular Employee" means one whose employment is reasonably expected to be permanent at the time he is engaged although the employment may be terminated by action on the part of the Company or the employee.
- (c) "Temporary Employee" means one who is engaged for a specific project or a limited period, with the definite understanding that his 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 (3) weeks but not more than one (1) year.
- (d) "Full-time Employee" means a regular or temporary employee who is scheduled to work a basic workweek.
- (e) "Part-time Employee" means a regular or temporary employee who is normally scheduled to work less hours per average month than a

comparable full-time employee in the same title and occupational classification and work group working the same normal daily tour.

- (f) “Occasional Employee” means 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 classified as a regular or temporary, full-time or part-time employee as appropriate.

ARTICLE 2 COLLECTIVE BARGAINING

It is agreed that all collective bargaining between the parties shall be conducted by the Board of Directors of the Union or a committee appointed by the Board of Directors (with not more than ten (10) representatives of the Union in attendance), and a Management Committee consisting of not more than eight (8) representatives appointed by the Company.

ARTICLE 3 PAYROLL DEDUCTION OF UNION DUES

Section 1. The Company agrees to make collection of regular Union dues of any employee through payroll deduction upon the order in writing, on a form mutually satisfactory to the Union and the Company, signed by such employee and revocable by the employee at any time.

Section 2. The Company agrees to pay over the dues deducted, as provided in Section 1 above, to the Secretary/Treasurer of the Union, together with a record of the names of the employees from whose wages dues have been deducted.

Section 3. Cancellation by employees of such written authorization for payroll deductions must be in writing and the Company agrees to notify the Union forthwith of the receipt of any such written cancellations.

Section 4. Either party may, by written notice given to the other, terminate, with respect to any employee, the obligation and right of the Company to make such deductions. Such notice on behalf of the Union may be given over

the signature of the Union's Secretary. The Company shall give notice of such termination to the employee.

Section 5. An employee's written order for payroll deductions shall be cancelled automatically by the Company when the employee is transferred, except on an acting basis, to a position wherein he is no longer covered by the terms of this Agreement. The Company shall give notice of such cancellations to the employees concerned.

Section 6. The Union hereby agrees to indemnify the Company and hold it harmless from all claims, damages, costs, fees or charges of any kind which may arise out of the honoring by the Company of dues deduction authorizations in accordance with the provisions of this Article, and the transmitting of such deducted dues to the Union.

Section 7. Authorized requests for changes in a Local's dues structure shall be effectuated in the following manner:

- (a) Changes can be introduced only on the first Sunday of the month.
- (b) Requests received prior to or on the 15th of the month will be effective the first Sunday of the following month.
- (c) Requests received after the 15th of the month will be effective the first Sunday of the second following month.

Section 8

- (a) The Companies will change their payroll practices where necessary to provide that when there are insufficient funds to cover all deductions, then deductions for Union dues and deductions for allotments to the Savings and Security Plan, respectively, shall have priority over all authorized deductions except those required by law and authorized deductions for insurance.
- (b) The Companies will change their payroll practices, where necessary, to provide for make-up of missed Union dues deduction for up to four (4) consecutive deduction weeks, where failure to deduct is the result of insufficient pay for reasons other than unauthorized absence. If

Union dues deductions are missed for five (5) or more consecutive weeks, there will be no make-up through payroll deduction of any of such missed deductions.

Section 9. The Company shall, while the Collective Bargaining Agreement is in full force and effect, make collection of regular union dues of any employee through payroll deduction for each of 52 weeks in the calendar year upon receipt of an order in writing from such employee, revocable by that employee at any time, and to remit those dues in accordance with the Company's obligations under this Article.

ARTICLE 4 WAGES

Section 1. The basic weekly wage rates of the various Titles and Occupational Classifications are set forth in Appendix A hereto annexed and made part of this Agreement.

The schedule of wage increases for the term of this Agreement shall be as follows:

Effective Date	Percentage Increase	Applied to:
Sunday, 8/3/08	3.25%	all steps of the basic wage schedules
Sunday, 8/2/09	3.50%	all steps of the basic wage schedules
Sunday, 8/1/10	3.75%	all steps of the basic wage schedules

COST-OF-LIVING

Section 2.

- (1) Effective August 1, 2010, an adjustment will be made in basic weekly rates in each wage schedule in the amount of: (i) one-half of the increase above three and three-quarters percent (3.75%) in the "CPI-W" (1982-84 = 100) for May 2010 over May 2009, applied to (ii) the scheduled rates in effect in each wage schedule on July 31, 2010, (iii) rounded to the nearest 50 cents.**
- (2) In no event shall a decrease in the CPI-W result in a reduction of any basic weekly wage rate.**
- (3) In the event the Bureau of Labor Statistics does not issue the appropriate Consumer Price Indexes on or before the dates referred to in Paragraph 1, the cost-of-living adjustment required by such appropriate**

indexes shall be effective at the beginning of the first payroll week after receipt of the indexes.

- (4) No adjustment, retroactive or otherwise, shall be made as the result of any revision which may later be made in the first published figures for the CPI-W for May 2009 and May 2010.**
- (5) The cost-of-living adjustment is dependent upon the availability of the CPI-W in its present form and calculated on the same basis as the CPI-W for May 2008. In the event the Bureau of Labor Statistics changes the form or the basis of calculating the CPI-W, the Company and the Union agree to request the Bureau to make available, for the life of this agreement, a CPI-W in its present form and calculate it on the same basis as the CPI-W for May 2008, which was 212.788 (1982-84 = 100).**

ARTICLE 5 WORKING PRACTICES

Section 1. Hours of Duty

The basic workweek shall consist of the equivalent of five (5) days of seven (7) hours each (including paid relief periods but excluding unpaid meal periods) during the period from Sunday to Saturday, both inclusive. The hours scheduled during a single day shall be consecutive, exclusive of the unpaid meal period.

In a holiday week, the holiday shall be counted as a seven (7) hour day in determining the basic workweek whether or not the employee is assigned to work on that day.

An employee may be required to work in addition to the employee's basic workweek as the Company deems appropriate. However, employees with Net Credited Service dates up to August 6, 2000 will be scheduled to work on Sunday outside of the basic work week on a voluntary basis only.

The Company may establish as it deems appropriate the days to be included in the employee's basic work week and the starting and ending time of the employee's scheduled work day. However, employees with Net Credited Service dates up to August 6, 2000 will be scheduled to work on Sunday as part of the basic workweek on a voluntary basis only. For any day in a week on which an

employee's scheduled hours of work included in his basic workweek, Sunday through Saturday, begin earlier than eight (8) a.m. or end after six (6) p.m., the employee's basic weekly rate of pay shall be increased by one fifth (1/5) of the weekly night differential. In no event shall the amount of these increases in any week exceed the weekly night differential. In addition, an employee shall be paid an additional five (5) per cent of the employee's hourly rate for any hours actually worked before eight (8) a.m. or after six (6) p.m., Sunday through Saturday as part of the basic work week.

The weekly night differential shall be ten (10) percent of the employee's basic weekly rate of pay.

The appropriate differential, as provided above, shall be paid as follows:

- (1) It shall be added to the basic weekly rate of pay in computing payments for time worked under Section 2 of Article 5.
- (2) If an employee is to receive pay for a holiday as provided in Section 3 of Article 5, one-fifth (1/5) of the weekly differential shall be included in such pay if the employee would have received the differential for work on that day.
- (3) If an employee is to be paid for absence due to personal illness as provided in Section 3 of Article 5, differential payments at the rate that would have been paid on the first day of absence had the employee worked shall be included in such absence pay allowances.
- (4) The differential shall be added to the basic weekly rate of pay in computing payments for vacation as provided in Section 4 of Article 5, provided the employee has been receiving the differential payment for one or more weeks immediately preceding the vacation.

An employee who is scheduled for a full basic workweek, which includes Sunday, shall, if the employee works Sunday, be paid one and one-half (1½) times the hourly wage rate for each hour worked on Sunday as part of that basic workweek.

An employee who is scheduled to work a full basic workweek, which includes Saturday as part of the basic work week, shall if the employee works Saturday, be paid in addition to the basic weekly rate of pay, a differential payment of 15%, or \$25 whichever is greater.

A differential, as provided above, shall be paid as follows:

- (1) The night differential and Saturday differential when effective shall be added to the basic weekly rate of pay in computing payments for time worked under Section 2 of Article 5.
- (2) If an employee is to receive pay for a holiday as provided in Section 3 of Article 5, one-fifth (1/5) of the weekly night differential shall be included in such pay if the employee would have received the night differential for work on that day.
- (3) If an employee is to be paid for absence due to personal illness as provided in Section 3 of Article 5, night differential payments at the rate that would have been paid on the first day of absence had the employee worked shall be included in such absence pay allowances.
- (4) The night differential shall be added to the basic weekly rate of pay in computing payments for vacation as provided in Section 4 of Article 5, provided the employee has been receiving the differential payment for one or more weeks immediately preceding the vacation.
- (5) If an employee works an assigned Saturday holiday which is part of his basic work week, the employee shall receive the Saturday differential when effective.

Except when, in the judgment of the Company, continuous coverage is required, (a) a paid relief period of fifteen (15) minutes shall be granted during each half of an employee's scheduled working day at a time designated by management and (b) if an employee works at least three and one-half hours beyond the employee's scheduled working day, an additional paid relief period of fifteen (15) minutes shall be granted beyond the employee's scheduled working day, provided, however, that in no case will management designate such a relief period as the first or last fifteen (15) minutes of an employee's working day.

Four-Day Workweek

The Union and Company recognize that in certain administrative work units or work groups it may be beneficial to the employees and in the best interest of the business to establish a four-day schedule as a normal workweek. Accordingly, where the parties agree, the number of hours which presently constitute a normal five-day workweek schedule will be scheduled in equal amounts over four consecutive days.

No daily overtime payment shall be made for any of the hours worked which constitute the normal workweek even though scheduled over four days. No differential payments for evening and night work shall be made unless some or all of the hours which would otherwise constitute a normal workday if scheduled over five days fall within the period of time for which such differential is paid, in which event differential payments shall be made in accordance with the agreement.

Subject to the above, and before implementing a four-day schedule in any work group, Management and the Union will establish the parameters and implementation procedures for such four-day workweek.

Section 2. Payment for Time Worked

Basic Workweek

Each employee has a basic weekly rate of pay. In computing wage payments, however, it is necessary to establish an hourly rate which shall be determined by dividing the employee's basic weekly rate of pay by thirty-five (35). An employee who works his full basic workweek shall receive his basic weekly rate of pay. Otherwise the employee's wages shall be computed at the hourly rate.

An employee required to work on a holiday or on a day designated in lieu of a Saturday holiday shall be paid at one and one half ($1\frac{1}{2}$) times his hourly rate for work up to seven (7) hours and in addition shall receive one (1) day's pay, that is, one-fifth ($1/5$) of the employee's basic weekly wage rate unless otherwise specified by law.

It is understood and agreed that employees may be engaged to work less than the basic workweek. Payments to such an employee, pursuant to this Agreement, for vacations, vacation allowances, lay-off allowances, holidays and incidental absence due to personal illness will be reduced on the basis of the employee's regularly scheduled hours of work.

Premium Pay For Time Worked

Assigned work outside the basic workweek shall be paid for, in units of one-quarter ($1/4$) hour, for each one-quarter ($1/4$) hour or fraction thereof, at the employee's hourly rate, except that payment shall be at the rate of:

- (a) One and one-half ($1\frac{1}{2}$) times the hourly rate for hours worked on a holiday up to 7 hours. This shall be in addition to the payment of one (1) day's pay, that is, one-fifth ($1/5$) of the employee's basic weekly wage rate as a holiday allowance.

- (b) Two and one-half (2½) times the hourly rate for hours worked on a holiday in excess of 7 hours.
- (c) Two (2) times the hourly rate for all hours worked on Sunday outside of the basic work week.
- (d) One and one-half (1½) times the hourly rate for hours worked in any calendar week in excess of the hours worked or scheduled to be worked as part of the basic workweek, exclusive of hours compensated under (a) and (b) above.

If in any calendar week the hours scheduled as part of the basic workweek, whether worked or not, and hours worked outside the basic workweek, total more than 44 hours, an employee shall receive an additional allowance of one-half (½) hour's pay for each hour in excess of 44.

Minimum Payment

When an employee is assigned to perform work which is outside of and not continuous with hours included in his basic workweek, or when an employee is assigned to work on a holiday, the minimum payment for such work shall be one-half (½) day's pay at the employee's hourly wage rate. An unpaid meal period shall not be considered a break in the continuity of work for this purpose.

Section 3. Payment for Time Not Worked

Recognized Holidays

The following holidays are recognized as holidays:

- New Year's Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

Employees shall have the option of observing either Martin Luther King Day or the day after Thanksgiving as a holiday instead of Lincoln's Birthday. Employees shall indicate their choice when they select their vacation for that year.

When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

When a holiday falls on a Saturday, the Company shall either designate for each employee, unless on vacation in such week, another day (Monday to Friday) in the preceding week, in that week or in the following three (3) weeks, to be observed as a holiday, in lieu of the Saturday holiday for that employee, or at the option of the Company, treat the Saturday as the holiday for that employee.

When a holiday falls in an employee's vacation, the Company, after considering any specific request of the employee, shall designate another day within the calendar year or by June 15 of the following calendar year to be treated as the holiday for that employee.

No Loss of Pay on Holidays

An employee not required to work on a holiday shall receive one (1) day's pay, that is, one-fifth (1/5) of the employee's basic weekly wage rate, unless absent without pay on both the last scheduled working day before the holiday and the first scheduled working day after the holiday. The day designated in lieu of a Saturday holiday shall be treated under the foregoing in the same way as though it were the holiday. Excused time without pay due to a surplus of employees or absence on a scheduled unpaid Excused Work Day on either the last scheduled working day before the holiday or the first scheduled working day after the holiday shall not be considered absence without pay under this paragraph.

Incidental Absence Due to Personal Illness

Payment for incidental absence due to personal illness will be made to an employee with less than two (2) years of net credited service beginning with the third consecutive day of absence.

Payment for incidental absence due to personal illness will be made to an employee with two (2) or more years of net credited service beginning with the first day of absence.

Incidental absence as referred to herein shall be understood to mean absence occurring within a period of seven (7) consecutive calendar days beginning with the first day of absence. A day of absence as referred to herein is a day which is included in an employee's basic workweek but on which the employee does not work because of personal illness. In no case will more than one (1) day's pay be paid for a holiday on which an employee does not work for any reason. If a

program of part-timing is in effect, the payments for incidental absence shall reflect the reduction in the employee's basic workweek.

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

Effect of Absences on Wage Progression

The period by which any continuous absence exceeds thirty (30) calendar days shall be added to the normal time interval specified for wage progression.

Meetings with Management

Unless otherwise required by law, by the National Labor Relations Board or by other lawful authority, an employee meeting with Management representatives in accordance with the provisions of this Agreement shall suffer no loss of pay by reason of time included in the employee's basic workweek but not worked because of attendance at such meetings.

Death in the Immediate Family

When a death occurs in an employee's immediate family, the employee shall be given three (3) scheduled working days off with pay beginning with the first scheduled working day on which the employee does not report for duty.

Section 4.

Vacations

Unless otherwise specified in this Agreement, vacations with pay shall be granted in each calendar year in accordance with the following schedule, provided that no employee shall be entitled to a vacation prior to the completion of six (6) months of net credited service following his or her latest date of engagement:

- (a) 1 week - After the employee completes 6 months of net credited service.
- (b) 2 weeks - After the employee completes 12 months of net credited service.

If an employee becomes eligible for a vacation week under the above 2 paragraphs on or after December 1, only 1 such vacation week may be taken in the following calendar year, provided it is completed no later than the payroll week ending on or immediately after April 1 of the year in which the vacation is to be taken and prior to the taking of any of the current year's vacation. This is an alternative to the vacation carry-over provisions of this Agreement to which the employee may be eligible.

However, if the employee completes 6 months and 12 months of net credited service in the same calendar year, only 2 weeks of vacation will be granted during the calendar year, with the second week to be granted after the completion of 12 months of net credited service.

- (c) 2 weeks—Employees who will complete 2 or more but less than 7 years of net credited service within the current calendar year.
- (d) 3 weeks—Employees who will complete 7 or more but less than 15 years of net credited service within the current calendar year.
- (e) 4 weeks—Employees who will complete 15 or more but less than 25 years of net credited service within the current calendar year.
- (f) 5 weeks*—Employees who will complete 25 or more years of net credited service within the current calendar year.

* One week must be taken during the months of January, February, March, April, November or December.

Unless otherwise specified in this Agreement, the employee shall begin his or her vacation before the end of the calendar year.

An employee shall be paid his or her basic weekly wage rate and differential, if any, for each week of the vacation period. If a program of part-timing is in effect, the employee's vacation pay shall be reduced proportionately to the reduction in hours.

It is recognized that the determination of available vacation weeks and the number of people to be on vacation at any particular time will be made by the Company in accordance with the needs of the business. Within the vacation groups determined by the Company under this paragraph, choice of vacation periods will be in order of seniority based on net credited service.

When a vacation week or weeks that were previously chosen become available, the selection will start with the next senior person on the list following the last person who was eligible for the week or weeks.

With regard to the vacation entitlement and selection position of an employee whose net credited service will change within a calendar year due to the bridging of past period of service:

- a. Employees who become entitled to an additional week or weeks of vacation because of service bridging are entitled to such additional vacation from the first day of the year in which the service will be bridged.
- b. An employee's seniority on the vacation selection list, for the year in which his/her service is to be bridged, will be the seniority that the employee has as of the first day of that year.

Employees who are eligible for two (2) or more weeks of vacation may choose to use up to three (3) weeks to be taken on a day-at-a-time basis under the following conditions:

1. Vacation weeks to be taken as full vacation weeks shall be selected first on the initial vacation schedule. After all selections of the full vacation weeks on that initial schedule have been made, a week will be reserved and scheduled in order of seniority from the unselected weeks remaining. The reserved week may be scheduled through the week ending on or immediately after June 15 of the following calendar year.
2. Single vacation days may then be set aside in accordance with the needs of the business. They shall be granted to eligible employees and selected by employees initially in order of seniority to be taken prior to and in lieu of an equal number of days in the reserved week. After the initial selection of the single vacation days, all subsequent selections of single vacation days shall be made on the basis of the earliest request.
3. If part of the week has not been used on a day-at-a-time basis under Par. 2 above, when the reserved week is reached, then the remaining days must be taken during the scheduled reserved week.
4. Vacation periods so scheduled shall not be subject to the vacation carry-over provisions of this Section 4.

5. An employee may, subject to availability, select up to one week of vacation on a day at a time basis during the period commencing the third Sunday in June and ending on the third Saturday in September.

Vacation Carry-Over

An employee who is eligible for two (2) or more weeks of vacation may, when he is selecting his vacation, elect to take in the following calendar year a part of his vacation for which he is eligible in the then current calendar year subject to the following limitations:

1. In order to be eligible to carry over a part of his vacation to the following calendar year, the employee must take in the then current calendar year at least one week of the vacation for which he is eligible during the current year.
2. Any week or weeks of vacation carried over from one calendar year into the next, must be scheduled and completed no later than the payroll week ending on or immediately after June 15 of the year in which the vacation is to be taken.
3. An employee who does not elect to carry over a part of his vacation into the following calendar year and who wants a vacation in the period from January 1 to the payroll week ending on or immediately after June 15 of that year will participate, based on net credited service, in the process of selecting vacations with those who elect to carry over some or part of their vacation. Such employee must make his selection at the same time as the employee who elects to carry over part of his vacation.

Disability Carry-Over

When an employee is unable to take a previously scheduled vacation in July through December in any calendar year because of disability absence approved by the Company, the Company will allow the employee to take his unused vacation in the succeeding calendar year, chosen from those available weeks not already selected, subject to the following limitations:

1. The employee's disability absence must begin on or after July 1 and before the start of his vacation.
2. As much of the unused vacation as possible shall be rescheduled in the calendar year for which granted.

3. The unused vacation may be rescheduled, to be taken before any part of the employee's vacation granted for the succeeding calendar year, if a week or weeks are available.
4. The unused vacation must be scheduled and completed no later than the payroll period ending on or immediately after June 15 of the succeeding calendar year.

Section 5. Traveling Time and Expense

When an employee is temporarily assigned to another location and the total traveling time exceeds the usual time spent in coming to and going from work at his normal reporting point, the additional time shall be considered as work time.

Employees temporarily assigned to another location shall be paid any additional transportation expense incurred by them and required for traveling from their homes to the temporary location and return. This payment will be based on the fare on normal transportation facilities (i.e., subway, elevated, bus, railway or ferry) available to the general public for the route involved.

Whenever an employee is temporarily assigned to another location and is authorized by the Company to use his or her personal car in lieu of normal transportation facilities, the transportation cost shall be paid for by the Company for the distance actually traveled in the car plus tolls incurred less his or her normal transportation expense to the employee's normal reporting point.

The rate per mile at which the Company shall pay for such use by an employee of his or her personal car shall be as follows:

- (a) at the rate of twenty-nine cents (\$.29) per mile;
- (b) in the event the Internal Revenue Service (IRS) increases the standard mileage rate allowable as a business use deduction from gross income during the term of the Agreement, the Company will increase the amount of reimbursement accordingly effective on the first day of the second month following the date of announcement of the change by the IRS or the effective date of the change, whichever is later.

When an employee is permanently assigned to another location, the first thirty (30) days of such assignment shall be treated as temporary for the purposes of this Section. It is understood that if, during the period of a temporary transfer, such transfer is made permanent, or becomes permanent in accordance with Article 6 (Transfers), Section 1, the number of days treated as temporary for the

purposes of this Section shall be the number of days of the temporary assignment plus the first thirty (30) days of the permanent assignment, such total in no event, however, to exceed sixty (60) days.

When an employee is called at his home or other off-the-job location to report for an assignment beginning before the start of his next scheduled tour, the time spent in traveling to the work location will be treated as working time. If the assignment is completed before the start of the employee's next scheduled tour, traveling time from the work location to the employee's home also will be treated as working time. Such traveling time will be associated with the related time worked on the assignment for the purpose of applying the provisions of Article 5, Section 2, relative to "Minimum Payment."

Whenever travel time is treated as working time as provided above, associated transportation cost will be paid by the Company.

Section 6. Promotional Increases

Any promotional income treatment specified in Appendix B shall apply to any day on which an employee works in the higher classification for a number of hours equal to at least one-half (1/2) the number of hours in his normal working day. The amount of any promotional increase for each such day shall be one-fifth (1/5) of the weekly promotional increase, but in no event shall the amount of the increase in any week be greater than that specified in Appendix A.

These promotional increases will be in addition to normal progression increases.

When an employee is reassigned to a lower grade, the employee's rate of pay shall be reduced by the amount of the promotional increase or increases received.

Section 7. Retirement Without Pension

Any regular employee who at age 70 is retired by the Company without a pension will be given a termination allowance for one (1) week's pay for each year of net credited service or fraction thereof up to 5 years and two (2) weeks' pay for each year of net credited service or fraction thereof from 5 years up to 10 years.

Section 8. Special City Allowance

An employee whose assigned reporting location* on a particular day is within New York City will be paid a Special City Allowance of \$4.40 for each day he works after reporting at such assigned reporting location.

The Special City Allowance will enter into computations of overtime pay required by law but will not be part of the basic rate or basic weekly wages for any other purposes nor enter into the computation of any payments under the “NYNEX Pension Plan” and “Sickness and Accident Disability Benefit Plan” or any other fringe benefits or differentials. Effective November 1, 1991, the Special City Allowance will enter into the computation of payments under the “NYNEX Pension Plan.”

* For the purpose of this Article “assigned reporting location” is not necessarily synonymous with the words “normal reporting point,” “assigned to another location” or “work location” as used in Article 5, Section 5.

An employee must work more than 50% of a full working day, after reporting to a qualified location, to receive a full daily allowance for that day. An employee who reports to work at a qualified location, but who works 50% or less of a full working day, will be paid one-half of a full daily allowance.

No more than one full daily allowance will be paid to an employee on any one day regardless of the number of times the employee reports to a qualified location during that day.

ARTICLE 6 TRANSFERS

Section 1. The term “transfer” means a change of work location within any occupational classification, or to any other classification having the same or lower maximum basic weekly wage rate, but excludes demotions for cause. A transfer shall be “temporary” or “permanent” as designated by the Company at the time of transfer except that upon the expiration of four (4) consecutive calendar months from the effective date, any transfer still effective shall be considered as “permanent” and except further that any transfer in effect no longer than four (4) months shall be considered to have been “temporary.”

Section 2. The Company may transfer any employee provided that if such transfer results in reducing the basic weekly wage rate, the employee so transferred shall be subject to the same wage treatment as that received by employees at top rates in the occupational classification and locality to which the employee is transferred or assigned, except that the basic weekly wage rate may be reduced in accordance with the provisions of Article 5 for the withdrawal of promotional increases.

Ability to do the work and other requirements of the business, the convenience to the employee and seniority shall be the principal factors in the selection of employees for transfer.

Section 3. In the event that any employee claims that he has been improperly transferred, such claim shall be reviewed in accordance with the grievance procedure set forth in Article 13, provided, however, that (a) a grievance is filed by the Union Local with the Company within thirty (30) days after notification of such transfer (or within thirty (30) days after such transfer becomes “permanent”), and (b) the Union may require submission to arbitration only of a permanent involuntary transfer of a regular employee requiring a change in residence or unusual travel hardship and with respect to which it is claimed that the Company acted in bad faith in selecting the employee for transfer, except that the right to require arbitration shall not extend to any transfer made as a part of a program of part-timing or lay-offs, or both, as provided in Article 9.

If, at any point in the prosecution of such a claim, the claim is sustained, the transfer shall be revoked and the employee shall be compensated for all loss of wages due to the difference in the basic weekly rates of pay when such difference exists.

Section 4. The Company is to advise the Union each month of all permanent transfers during the preceding month where a change in payroll (change in department in the case of Headquarters Departments' employees) is involved in order that the Union may enter such transfers in its records.

Section 5. In the event of a Company initiated permanent involuntary transfer not pursuant to the Force Adjustment Plan an employee will be paid a relocation allowance according to the terms of the relocation allowance letter on page 121 of the collective bargaining agreement, if eligible under that letter.

ARTICLE 7 PROMOTIONS

- (a) In selecting individuals for permanent promotion to titles within the bargaining unit, seniority (determined by net credited service) shall govern if necessary qualifications are substantially equal. A claim by the Union that the qualifications of the individuals in the group which have been considered for permanent promotion are substantially equal may be processed in accordance with the grievance and arbitration provisions of the Agreement.
- (b) Upon the expiration of five (5) months in a temporary assignment to a higher occupational classification, the employee temporarily assigned to the higher occupational classification will be reassigned to the lower occupational classification from which he was originally assigned.

ARTICLE 8 PROMOTIONS AND TRANSFERS OF UNION OFFICIALS

Section 1. The Company shall make no permanent transfers (even with the consent of the employees involved) of (a) Officers of the Union Local, (b) Members of the Executive Board of the Union Local, (c) Chief Stewards of the Union Local, or (d) Stewards of the Union Local, where Union Local status will be affected, without the consent of the Union Local.

The Company shall give the Union Local twenty (20) days' written notice of any proposed transfer referred to in the preceding paragraph, and the Union Local shall conclusively be presumed to have consented, unless, within ten (10)

days after receipt of such notification, it advises the Company in writing that it does not consent.

For purposes of this Section, Officers of the Union Local, Members of the Executive Board of the Union Local, and Stewards of the Union Local shall include only such persons of whose status the Union Local has advised the Company in accordance with Section 3 of this Article.

This section shall be applicable only when an Officer, Member of the Executive Board, Chief Steward, or Steward is selected as an individual for transfer.

Section 2. Regarding the promotions of Union Local officials to positions not listed in Article 34, the Company agrees to give the Union Local ten (10) days' written notice prior to the effective date of the promotion and it is understood that this is merely a notification and that the consent of the Union Local to such a promotion is not required.

Section 3. The Union Local shall keep the Company currently advised in writing of the names of the Officers, Executive Board Members, and Stewards coming within the scope of this Article.

ARTICLE 9 LAY-OFFS AND SENIORITY RIGHTS

Section 1. (DELETED)

Section 2. (DELETED)

Section 3. If, as determined by the Company, a lay-off of regular employees from employment with the Company is to be made effective, the Company shall determine the layoff subdivision* affected and such lay-off of employees shall be in inverse order of seniority in the affected lay-off subdivision (measured in terms of net credited service) subject to the following rules:

1. The Company will make lay-offs of employees having less than ten (10) years of net credited service in inverse order of seniority measured in terms of net credited service.
2. Should the above, in the opinion of the Company, not accomplish adequate force curtailment, the Union may choose between (a) lay-offs of employees having net credited service of ten (10) years or more in inverse order of seniority and (b) part-timing, provided that such part-timing shall not exceed one-half (1/2) day per week for a period of not over (1) year, and provided further that the Company may

supplement such part-timing with lay-offs in inverse order of seniority if in its judgment, additional curtailment of the force is necessary.

It is recognized, however, that exceptions to the normal procedure provided above may be necessary where lay-offs in inverse order of seniority would result in (a) laying off an employee for whom there was no qualified replacement in the Headquarters Departments or (b) so many transfers as seriously to impair the effectiveness of the work of one or more departments. The Company may make exceptions in such cases, but only after submitting the matter to collective bargaining at least two (2) weeks prior to the application of the exceptions.

* For the purposes of this Article the following lay-off subdivisions shall be established:

- (a) New York City
- (b) Nassau and Suffolk Counties (Combined)
- (c) Westchester, Rockland and Putnam Counties, parts of Dutchess (including Patterson, N.Y.) and Orange Counties (including Greenwood Lake, Tuxedo and West Point) and Greenwich, Connecticut.

Section 4. If additional employees are required after a layoff, the Company shall fill vacancies in any position included in the List of Titles and Occupational Classifications listed in Article 34, to the extent feasible by upgrading employees who, as a result of force rearrangements associated with the layoff, were downgraded from positions having a top rate the same as or higher than that of the position to be filled. Such upgrading shall be in order of seniority (measured in terms of net credited service) applied on the basis of the affected lay-off subdivision.

If, after such upgrading, additional employees are still required for the same or another position, the Company shall offer the position to former bargaining unit employees laid off from the position or a position having the same or a higher top rate in the inverse order in which they were laid off applied on the basis of the affected lay-off subdivision. However, (a) the provisions of this Section shall be inapplicable after three (3) years from the date of lay-offs or downgrading in the Headquarters Departments, and after three (3) years from the date of lay-offs in the Commercial Department, (b) with reference to Headquarters Departments positions, the Company shall not be required to reengage any former employee who is not qualified to fill the position, and with reference to Commercial Department positions, the Company shall not be required to reengage a former

employee when an impairment of qualifications of such employee is evidenced at the time such offer of reemployment is under consideration, (c) the Company shall not be required to hold open a position for any former employee laid off if such person does not accept the Company's offer within two (2) weeks after the offer is made either in person or by certified or registered letter addressed to such person at his last known address and made known to the Union.

Section 5. In case of lay-offs, payment of one (1) week's pay for each year of net credited service or fraction thereof up to five (5) years, two (2) weeks' pay for each year of net credited service or fraction thereof from five (5) years to ten (10) years, and three (3) weeks' pay for each year or fraction thereof of net credited service of ten (10) years and more, plus any unused vacation allowance, shall be made to each regular employee laid off, exclusive of employees classified as temporary or occasional. If part-timing shall be in effect pursuant to this Article, such lay-off allowance shall be reduced proportionately to the reduction in hours.

If an employee who has received a lay-off allowance is rehired and the number of weeks since the date of his lay-off is less than the number of weeks upon which the allowance is based, less vacation if any, the amount paid to the employee for the excess number of weeks shall be considered as an advance to him by the Company and repayment shall be through payroll deductions at the rate of 10% of the basic weekly wage until the amount is fully paid.

ARTICLE 10 SENIORITY LISTS

Whenever there is a program of lay-offs, the Company shall furnish the Union with a Seniority List of all employees to be used in connection therewith.

ARTICLE 11 DISCHARGES, SUSPENSIONS AND DEMOTIONS FOR CAUSE

In the event that any regular employee hereafter is discharged, suspended or demoted for cause, a claim may be filed in writing with the Company, within thirty (30) days after such action is taken, that the discharge, suspension or demotion was without proper reason. Such claim shall be reviewed in accordance with the grievance procedure set forth in Article 13.

If an employee is discharged, and a) the employee's conduct which was the cause for the discharge was caused by alcohol or drug abuse and the employee is not under the protection of the Company's Alcohol and Drug Abuse Chemical Dependency Policy; and b) within ten (10) calendar days of the discharge, the employee or the Union notifies the Company that the employee is about to be admitted to a hospital for alcohol or drug abuse; and c) within ten (10) calendar days of the discharge, the employee or the Union provides written proof to the Company of his admission to a hospital for alcohol or drug abuse, then the discharge shall, effective the date of discharge, be converted to a suspension for ten (10) calendar days pending discharge. The local Union shall be notified in writing immediately that the employee has been suspended prior to discharge. During the ten (10) day period, the local Union may discuss the reasons for the Company's action with the appropriate district level supervisor (or his alternate) and may protest the action.

If, at any point in the prosecution of such a claim, the claim is sustained, the employee shall forthwith be reinstated and:

1. In the case of discharge or suspension, the employee shall receive his regular rate of pay for time lost less the amount of any termination payment received from the Company, and any amount paid to, or receivable by, the employee as wages in other employment, and as benefits under any present or future provision of law for the period since the date of such discharge or suspension. If, however, the employee received a termination allowance and the number of weeks since the date of discharge is less than the number of weeks upon which the allowance was based, less vacation, if any, the amount paid to the employee for the excess number of weeks shall be considered as an advance to him by the Company and repayment shall be through payroll deductions at the rate of 10 % of the basic weekly wage until the amount is fully paid.

The employee shall also receive:

- (a) reimbursement for premiums paid by him from the date of discharge for insurance coverage that does not exceed coverage provided under the Company's Medical Expense Plan, Group Life and Accidental Death or Dismemberment Insurance Program, Vision Care Plan and Dental Expense Plan,

- (b) insurance coverage retroactive to the date of discharge for uninsured expenses actually incurred that would have been covered under the Company's Medical Expense Plan, Vision Care Plan and Dental Expense Plan, and
 - (c) reimbursement for the amount of discounted telephone service lost during the period of discharge.
2. In the case of demotion, the employee shall be compensated for all the loss of wages due to the difference in the basic weekly rates of pay.
 3. In the event the claim is not satisfactorily resolved in the grievance procedure, either party shall have the right to submit the claim to arbitration pursuant to the provisions of Article 14.

At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion, or discharge for cause) is to be announced, a Union representative may be present if the employee so requests. The employee may choose the representative when, in management's judgment, that representative is readily available.

Written notice of the discharge for cause of any regular employee shall be provided to the Union Local President within 10 days after such discharge is effective, provided that failure to give such notice shall not be considered in determining whether the discharge was without proper reason.

Pay Treatment for Demotions Caused by On-the-job Injuries

When an employee with more than one (1) year of continuous service in a title is permanently demoted to a title having a lower maximum basic weekly wage rate, because he is unable to perform the duties of his former title due to an injury incurred during and in direct connection with the performance of duties to which he was assigned in the service of the Company, he shall receive the following wage treatment:

1. His basic weekly wage rate shall not be lowered.
2. His further wage increases shall be based on the wage progression table applicable to the lower title, and his progression on that table will be determined by either his net credited service or his assumed length of service in the higher title, whichever favors the employee, subject to the following:

- (a) If the demoted employee's wage rate at the time of his demotion is below the wage rate for the appropriate step under the new table, the employee's basic weekly wages shall be raised to the applicable rate.
- (b) If the demoted employee's basic weekly wage rate at the time of his demotion is above the wage rate for the appropriate step under the new table, the demoted employee shall receive no wage increase until such time as his net credited service or assumed length of service entitles him to progress to the next step of the table for the lower title.
- (c) In no event shall an employee so demoted receive a wage increase that would cause his basic weekly wage rate to exceed the maximum rate for the title to which he has been demoted.

For the purposes of this Section continuous service in a title shall include service in titles with the same maximum basic weekly wage rate as the titles from which demoted.

ARTICLE 12 PENSION AND BENEFIT PLAN

1. Except as provided in this Article, there shall be no negotiations during the life of this Agreement upon changes in pensions or any other subject covered by the existing "NYNEX Pension Plan" and "Sickness and Accident Disability Benefit Plan".
2. In the event, during the life of this Agreement, the Company proposes to exercise the right provided in Section 10 of the existing "NYNEX Pension Plan" and "Sickness and Accident Disability Benefit Plan", by action affecting the benefits or privileges of employees represented by the Union, it will before doing so notify the Union of its proposal and afford the Union a period of sixty (60) calendar days for bargaining on said proposal; provided, however, that no change may be made in the Plan which would reduce or diminish the benefits or privileges provided there under as they apply to employees represented by the Union without its consent.
3. Any dispute involving the true intent and meaning of Paragraph 2 of this Article may be submitted to arbitration as provided in Article 14 of this Agreement. However, nothing herein shall be construed to subject

the Plan or its administration or the terms of a proposed change in the Plan to arbitration.

ARTICLE 13 GRIEVANCE PROCEDURE

Section I. The grievance procedure and where applicable the arbitration procedure as contained in this Agreement shall be the sole and exclusive means to be used by any employee or group of employees or by either the Company and its representatives or by the Union, its Locals, and representatives for adjusting and settling any question or issue. All grievances shall be presented and reviewed in accordance with the Steps outlined below:

Step 1

Grievances shall be presented to the immediate supervisor or a higher ranking supervisor in the department having authority in the matter and the appropriate representative of the Union. The grievance shall be reviewed at a meeting of not more than three (3) Union representatives and not more than three (3) representatives of management one of whom shall be the immediate supervisor or a higher ranking supervisor in the department having authority in the matter. The meeting shall be held within fifteen (15) days following notification to the supervisor of the specific nature of the grievance. Within ten (10) days after the meeting is completed, an answer shall be given to the party who presented the grievance.

Step 2

If not satisfactorily disposed of at Step 1, the grievance may be appealed in writing within fifteen (15) days after the answer in Step 1 has been given. Such appeal shall be reviewed at a meeting of not more than three (3) appropriate Union representatives and not more than three (3) representatives of management, one of whom shall be the appropriate district or division manager or his authorized representative. The district or division manager or his authorized representative at Step 2 may not be the same individual who represented management at Step 1. The meeting shall be held within fifteen (15) days following filing of the appeal. Within ten (10) days after the meeting is completed, a written answer shall be given to the party filing the appeal.

Step 3

If not satisfactorily disposed of at Step 2, the grievance may be appealed in writing within fifteen (15) days after receipt of an answer in Step 2. Such

appeal shall be reviewed at a meeting of not more than four (4) appropriate Union representatives and not more than four (4) members of management, one of whom shall be the Assistant Vice President-Labor Relations or his authorized representative. The Assistant Vice President-Labor Relations or his authorized representative at Step 3 may not be the same individual who represented management at Step 2. The meeting shall be held within fifteen (15) days following receipt of the appeal. Within ten (10) days after the meeting is completed, a written answer shall be given to the party filing the appeal.

Section 2. If at either Steps 1 or 2, the grievance meeting is not held or a reply is not given within the time limits because of a Company delay, the Union may appeal the grievance to the next higher step.

Section 3. When mutually agreeable to the Union and the Company, the time limits at each step of the grievance procedure and any steps of the grievance procedure itself may be waived.

No grievance will be considered unless presented within twelve (12) months after the act or failure to act complained of occurred, except as otherwise provided in Articles 6 and 11.

Section 4. Nothing in this Agreement shall in any manner affect the right of any employee or group of employees to present grievances to the Company.

ARTICLE 14 ARBITRATION

Section 1. In the event that a grievance has not been satisfactorily disposed of at Step 3 of the grievance procedure, then either party may require, on written notice to the other within thirty (30) days after receipt of the written answer in Step 3 of the grievance procedure, that the question at issue be submitted to arbitration, providing that the grievance involves one of the following:

1. The true intent and meaning of a provision of this Agreement, or a question as to the performance of any obligation hereunder.
2. A claim referable to arbitration under Article 4 (Wages), Section 3.
3. A claim referable to arbitration under Article 6 (Transfers), Section 3, to the effect that the Company acted in bad faith in selecting a regular employee for a permanent involuntary transfer requiring a change in

residence or unusual travel hardship (excluding any transfer made as a part of a program of part-timing or lay-offs, or both, as provided in Article 39). It shall be the sole function of the arbitrator to decide whether or not the Company acted in bad faith in the selection of the employee for transfer and he shall in no way substitute his judgment for that of the Company in weighing the factors involved in making the selection.

4. A claim that a discharge, suspension or demotion for cause of an employee with more than one (1) year's net credited service was without proper reason.

It is expressly understood that the right to require arbitration extends only to those grievances which may be submitted to arbitration pursuant to this Article.

Section 2. In the event that any dispute or complaint is to be submitted to arbitration as provided in Section 1, the Union and the Company shall endeavor to agree upon an Arbitrator. If the Union and the Company are unable to agree upon an Arbitrator within ten (10) days after submission of the dispute or complaint to arbitration, the Arbitrator shall be designated and appointed in accordance with the rules and regulations of the American Arbitration Association applicable to labor arbitration.

Section 3. A grievance shall no longer be arbitrable if the party filing the grievance has not commenced arbitration proceedings within nine (9) months of the receipt of the written notice to submit the grievance to arbitration.

The parties shall also endeavor to carry arbitration hearings to an expeditious conclusion.

Section 4. The arbitrator shall have no authority to add to or subtract from, or in any way modify the terms of the Agreement.

Section 5. The expenses of any such arbitration, exclusive of the salaries of any Company representatives and the time lost by any Union representatives, shall be borne equally by the Company and the Union, and the award shall be final and binding.

ARTICLE 15 BULLETIN BOARDS

The Company agrees that the Union may have the privilege of using a bulletin board located on Company premises except in places accessible to the general public for the posting of Union notices related to meetings, social events and elections.

All other material shall be subject to the following conditions before posting:

- (a) That it be signed by a Union Local Officer or a Union Local Business Agent.
- (b) That it be accepted as satisfactory by a representative of Management to be designated by the appropriate Department Head Level Person. If any question arises, the matter shall be reviewed by this Department Head Level Person (or in the event of his unavailability, his appointee) and a Union official who is authorized under (a) above to sign bulletin board material. Such review shall be made and a decision reached within three (3) working days following the date the question arose, there to be no posting unless an agreement is reached.

Any material posted under the terms of this Article shall not contain anything political or controversial or anything derogatory to the Company or any of its employees or to any labor organization, and all material may be removed at the discretion of the Company.

ARTICLE 16 FEDERAL AND STATE LAWS

Should any valid Federal or State Law, or the final determination of any Board or Court of competent jurisdiction, affect any provision of this Agreement, the provision or provisions so affected shall be made to conform to the law or determination, and otherwise the Agreement shall continue in full force and effect.

ARTICLE 17 WAIVER, MODIFICATION OR AMENDMENT

This Agreement constitutes the entire agreement between the parties, superseding all previous agreements between the Company and the Union. No waiver, modification or amendment shall be effective unless signed by the parties

hereto, and no such writing, applicable to any particular instance or instances, shall be construed as any general waiver or modification, but shall be strictly limited to the extent and occasion specified therein.

ARTICLE 18 EMPLOYEES ENTERING MILITARY SERVICE

Employees entering Military Service shall receive treatment as set forth in Appendix D of this Agreement.

ARTICLE 19 ABSENCE FOR UNION BUSINESS

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

The Union shall make all requests for excused absences or leaves of absence as far in advance as possible and the Company shall act promptly upon each request. Excused absences granted to a Union representative shall not exceed ninety (90) scheduled working days (to Union Local Officers and Union Local Business Agents, shall not exceed one hundred fifty (150) scheduled working days) in any calendar year and no single period of excused absence shall exceed thirty (30) continuous calendar days. Absence in excess of ninety (90) scheduled working days (one hundred fifty (150) scheduled working days for a Union Local Officer and Union Local Business Agents) in any calendar year will not be authorized except by a leave of absence to be applied for by the Union in writing. Each period of a leave of absence granted hereunder shall not exceed one year nor be less than one month, provided that the total period of such leaves granted to any employee during his service life with the Company and its subsidiaries, NYNEX and its subsidiaries, and for the period prior to January 1, 1984, with any other former Bell System Company shall not exceed eighteen (18) years.

Meetings with Management during a period of leave of absence shall not be considered as breaking a continuous period of leave of absence and shall be included in the period of such leave. However, meetings with Management during a period of excused absence shall not be considered as excused absence.

A Union representative upon return from an excused absence or leave of absence shall be reinstated at work generally similar to that in which he was

engaged last prior to his absence, subject, however, to the provisions of this Agreement relating to lay-offs. He shall be placed on the payroll at the rate received when such absence began, adjusted for any changes in wage level made during the period of absence. Adjustments shall also be made for any changes in location or position in accordance with existing practices and wage schedules. No physical or other examination shall be required as a requisite of reinstatement except where the Company finds that an obvious physical or mental condition exists which requires medical advice regarding job placement or fitness for work.

A Union representative shall be allowed full credit for periods of leave of absence not in excess of eighteen (18) years in the aggregate in computing net credited service for all purposes except for wage progressions. During any leave of absence, a Union representative shall be entitled to death benefits.

The following shall apply to each employee who is on a leave of absence for Union Business:

1. Premiums for the Medical Expense Plan, the Dental Expense Plan and the Vision Care Plan will be paid by the employee.
2. Premiums for Basic Group Life Insurance will be paid by the Company.
3. For the purposes of pension computation, a leave of absence for union business for which service credit is allowed will be counted as time worked in the occupational classification to which the union representative had been assigned at the time such leave of absence began.

If a Union representative is absent attending to the business of the Union to such an extent that the Company pays less than 50% of his basic wage (excluding overtime and premium payments) during the twelve (12) consecutive months immediately preceding the date his vacation would commence, he shall not be entitled to a vacation at Company expense for that calendar year.

ARTICLE 20 NON-DISCRIMINATION

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

ARTICLE 21 AGENCY SHOP

Section 1. Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement, shall as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members, for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth day after such entrance, whichever of these dates is later, until the termination of this Agreement. For the purpose of this Article, “employee” shall mean any person entering into the bargaining unit, except an occasional employee.

Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members, shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning 30 days after the effective date of this Agreement, until the termination of this Agreement.

Section 2. The condition of employment specified above shall not apply during periods of formal separation* from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth day following his return to the bargaining unit.

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

ARTICLE 22 SAFETY

Section 1. Safety is a concern to the Company, and the Union. They mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principles of safety on the part of all employees to provide for their own safety and that of their fellow

employees, customers and the general public. The Company agrees to maintain a safe and healthful workplace for all employees.

Section 2. To achieve the above principles, the Company and Union agree to establish an advisory committee on health and safety principles at the Company headquarters level. The Committee shall be statewide and shall consist of not more than eight (8) representatives of the Company and not more than eight (8) Union representatives designated by the CWA International. This committee shall meet from time to time as required but at least six (6) times per year. The Committee shall be co-chaired by one representative selected by the Company and one by the Union. In addition, the Company and the Union shall confer as needed on health and safety principles.

Where mutually agreed to by the parties to this Agreement, the Company and the Union may establish additional safety committees below the headquarters level, as needed, to discuss health and safety issues at a more local level. The number of representatives serving on these committees will be determined by the Company and the Union and will be comprised of an equal number of representatives from each party.

Section 3. In connection with any safety activities, the Company agrees to reimburse only for the time spent by active employees during the employee's scheduled tour for attendance at such committee meetings and for traveling to and from such committee meetings at his regular straight time rate of pay.

Section 4. In the event that an employee is involved in a serious accident or is seriously injured as defined by the Company's Compliance Center ("the Center"), the Center will notify each local Union as soon as practicable after the Center notifies Corporate Safety. The Center will provide each local with the name of the employee, the location of the accident, the employee's primary work location, and a brief description of the accident. The Center will take all reasonable steps necessary to provide this notice to the locals; however, failure to provide this notice will not serve as the basis for any arbitration. Nothing in this paragraph shall preclude the Union from filing a grievance if the Company fails to provide notification on multiple occasions or violates some other provision of the collective bargaining agreement.

ARTICLE 23 COPIES OF CONTRACT

Effective with this Agreement the Company shall be responsible for providing a printed copy of the contract for each employee.

ARTICLE 24 INSPECTION OF PERSONNEL FILE

Once each year an employee may inspect the appraisals of his performance as an employee, or entries in his personnel record with respect to absence or tardiness.

ARTICLE 25 INCOME PROTECTION PLAN

Section 1. If during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus in any title in a work location which will necessitate layoffs or involuntary permanent reassignments of regular employees to different titles involving a reduction in pay or to work locations requiring a change of residence, or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate, regular employees in the affected titles and work locations may elect in the order of seniority, and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Income Protection payments described in this Article subject to the following conditions:

- (a) The Company shall determine the titles and work locations in which a surplus exists, the number of employees in such titles and locations who are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this Article. Neither such determinations by the Company nor any other part of this Article shall be subject to arbitration.
- (b) If the Company deems it appropriate, it may offer to regular employees, in titles in which a surplus does not exist, the opportunity to leave the service of the Company pursuant to this Article. The titles, job locations and the number of employees to receive the offer will be determined by the Company. Such offer to each employee shall

be conditioned on the Company's obtaining a qualified replacement acceptable to the Company for that employee from the employees in surplus titles. Employees who accept voluntary downgrades will have their pay reduced over a period of time, as provided for in Article 26, Reassignment Pay Protection Plan.

The provisions of this paragraph (b) will not be implemented by the Company unless and until regular employees in the surplus titles and work locations have had an opportunity to elect to leave the service of the Company pursuant to paragraph (a) above. The transfer provisions of this paragraph are separate from and not governed by the transfer and vacancy provisions of this Agreement.

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

Section 2. The Company will pay Income Protection payments in amounts specified in the Income Protection tables to employees who elect to either leave the service of the Company in accordance with the provisions of Section 1. above, or be separated from the payroll in accordance with the provisions of Article 39, Force Adjustment Plan. Payments will be based on the employee's pension band and full years of net credited service as of the effective date of termination of employment (prorated for any period of time during which the employee was employed on a part-time basis).

Section 3. Monthly Income Protection payments for an employee who so elects in accordance with Section 1. shall begin within one month after such employee has left the service of the Company as specified in the Income Protection tables. In addition to the monthly payments, if any, the Company will pay a lump sum payment in amounts specified in the tables. Such lump sum payments will be made within sixty (60) days after the employee leaves the service of the Company.

Section 4. In no event shall the Income Provision payments (including any lump sum payment) exceed the equivalent of twice the

employee's annual compensation at the basic weekly wage rate (or its equivalent) received during the year immediately preceding the termination of service.

To the extent necessary, Income Protection payments shall be reduced so that total payments do not exceed the equivalent of twice the employee's annual compensation at the basic weekly wage rate (or its equivalent) for the year immediately preceding the termination of service.

Section 5. As used in this Article, "annual compensation at the basic weekly rate (or its equivalent)" or "basic weekly wage rate (or its equivalent)" do not include tour or temporary differentials, overtime pay, or other extra payments.

Section 6. Any payments to a recipient hereunder will cease permanently upon the happening of any of the following:

- (a) reemployment of the recipient by the Company;
- (b) employment of the recipient by a NYNEX affiliate or subsidiary company;
- (c) engagement by or employment of the recipient in a business or enterprise which competes directly with a NYNEX affiliate or subsidiary company.

Section 7. No termination, separation, layoff or similar allowances shall be paid to any employee who elects to leave the service of the Company or be separated from the payroll and receive Income Protection payments pursuant to this Article.

Section 8. Prior to proceeding to a layoff resulting from a surplus in any particular job title and layoff area the Company will offer Enhanced IPP payments, and in lieu of regular IPP payments the Company may, in its discretion, offer Enhanced IPP payments. Enhanced IPP payments shall be equal to two times the applicable regular IPP payment. Both the monthly payments and the lump sum payment shall be doubled. All other provisions of this Article shall apply to Enhanced IPP payments.

Section 9. In addition to the IPP payment, for an employee who so elects to leave the service of the Company in accordance with Section 1 above, the Company, as an IPP Expense Allowance, will reimburse the employee for the actual expenses incurred for relocation costs, tuition or training costs, or job placement expenses related to seeking other employment, or any combination thereof, up to an amount not to exceed Seven Hundred Fifty Dollars (\$750.00)

for each year of net credited service (prorated for any partial year of service) to a maximum of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00). Any such expenses for which reimbursement will be made must be approved by the Company prior to being incurred and must be incurred within one (1) year from the date of termination of employment except that reimbursement for tuition or training costs will be made for such expenses incurred within two (2) years from the date of termination of employment.

INCOME PROTECTION TABLE

PENSION BAND 101 - 110

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

Note: To insure that we remain in complete compliance with ERISA regulations:

For employees who, on the effective date of termination of employment, are age 63 or over and whose number of monthly payments are thirty (30) or more:

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

INCOME PROTECTION TABLE

PENSION BAND 111 - 117

Full Years of Net Credited Service	Number of Monthly Payments	Monthly Amount	Lump Sum Payment
Less Than 3 years	0	0	4445
3	0	0	5710
4	0	0	6980
5	0	0	8250
6	4	159	8885
7	8	239	8885
8	12	264	8885
9	16	278	8885
10	20	286	8885
11	24	291	8885
12	30	276	8885
13	36	282	8885
14	42	291	8885
15	48	299	8885
16	48	344	8885
17	48	384	8885
18	48	386	8885
19	48	391	8885
20	48	396	8885
21	48	403	8885
22	48	408	8885
23	48	413	8885
24	48	418	8885
25	48	423	8885
26	48	429	8885
27	48	434	8885
28	48	440	8885
29	48	445	8885
30 and over	48	450	8885

Note: To insure that we remain in complete compliance with ERISA regulations:

For employees who, on the effective date of termination of employment, are age 63 or over and whose number of monthly payments are thirty (30) or more:

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

INCOME PROTECTION TABLE

PENSION BAND 118 and OVER

Full Years of Net Credited Service	Number of Monthly Payments	Monthly Amount	Lump Sum Payment
Less than 3 years	0	0	5080
3	0	0	6345
4	0	0	7615
5	0	0	8250
6	4	318	8885
7	8	318	8885
8	12	318	8885
9	16	318	8885
10	20	318	8885
11	24	349	8885
12	30	360	8885
13	36	368	8885
14	42	375	8885
15	48	381	8885
16	48	429	8885
17	48	434	8885
18	48	440	8885
19	48	445	8885
20	48	450	8885
21	48	455	8885
22	48	461	8885
23	48	466	8885
24	48	471	8885
25	48	476	8885
26	48	481	8885
27	48	486	8885
28	48	493	8885
29	48	498	8885
30 and over	48	503	8885

Note: To insure that we remain in complete compliance with ERISA regulations:

For employees who, on the effective date of termination of employment, are age 63 or over and whose number of monthly payments are thirty (30) or more:

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

ARTICLE 26 REASSIGNMENT PAY PROTECTION PLAN

Section 1. If, because of force surplus adjustment, employees are assigned to vacancies where the rate of pay of the new job is less than the current rate of the employee's regular job, the rate of pay will be reduced over a period of time based on the employee's length of service. The reductions in pay are effective at periods following reassignment as shown below and are based on the difference in rates for the old and new job.

0 - 5 YEARS

Weeks 1 through 30	—	No Reduction
Weeks 31 through 34	—	1/3 Reduction
Weeks 35 through 38	—	2/3 Reduction
Weeks 39 & thereafter	—	Full Reduction

5 - 12 YEARS

Weeks 1 through 56	—	No Reduction
Weeks 57 through 60	—	1/3 Reduction
Weeks 61 through 64	—	2/3 Reduction
Weeks 65 & thereafter	—	Full Reduction

12 + YEARS

First Three (3) Years *	—	No Reduction
Fourth Year Schedule:		
Weeks 1 through 4	—	No Reduction
Weeks 5 through 8	—	1/3 Reduction
Weeks 9 through 12	—	2/3 Reduction
Week 13 & thereafter	—	Full Reduction

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

ARTICLE 27

WORK SCHEDULES

Section 1. Employees shall notify the Company of their preferences for tours on up to a monthly basis. Employees who wish to change their preferences shall notify the Company no later than 14 calendar days prior to the week that includes the scheduled changes. Failure to notify the Company as mentioned above will result in the employee being considered to have current preferences. Employees' tours shall be assigned in order of seniority consistent with their preferences as mentioned above.

Section 2. A work schedule showing the days, scheduled tours and regular tours assigned shall, be established, and posted or made available for each employee for each payroll week and become fixed Thursday, before the end of his scheduled tour. In the event that the Company changes the schedule after it becomes fixed the employee shall be paid overtime for the hours scheduled outside of the original fixed schedule.

Section 3. The work schedule established for an employee for a payroll week immediately following his vacation shall become fixed on the Thursday of the payroll week immediately preceding the start of his vacation; provided, however, that should there occur during the employee's vacation an emergency beyond the Company's control the Company may, without incurring any penalty, revise his work schedule for the payroll week immediately following his vacation by notifying the employee of such revision no later than 12 o'clock noon, Thursday, of the last payroll week of his vacation.

Section 4. If an employee is not notified of work schedule in accordance with Section 2 and 3 above then the employee's work schedule for a payroll week shall be the same as in the last payroll week the employee was scheduled to work.

Section 5. An employee will not be scheduled for an assignment and/or assigned overtime on the Saturday immediately preceding his vacation nor the Sunday immediately following his vacation.

Section 6. When assigning employees to work overtime, the Company shall:

- (a) Make a good faith effort to notify an officer of the Local that the Company intends to force.

- (b) Ask all available employees on a volunteer basis, in order of seniority, at the locations where the overtime is to be worked.
- (c) Ask all available employees on a volunteer basis, in alternate locations, within the bargaining unit, in the department and locations that share work on a regular basis via an automatic call distributor, in order of seniority.
- (d) Utilize any employee, with the ability to do the work, within the same job classification, consistent with item (b) and (c) above, that have been assigned special projects or assignments outside the scope of work performed by the group which is being considered for forced overtime.

Section 7. When assigning employees to work overtime, the Company shall give a 24 hour notice unless an emergency exists. When an emergency exists, the Company reserves the right to assign overtime at any time.

Section 8. When assigning employees to work overtime with less than 24 hours notice, the Company has the right to excuse employees from working assigned overtime where exceptional circumstances exist.

Section 9. All overtime, voluntary or forced, that is worked on the same day as a day included in an employee's basic workweek, shall be contiguous with the employee's tour.

Section 10. When an employee is scheduled to work overtime in accordance with Section 9 above, the employee may request an additional unpaid meal period, not to exceed one (1) hour. Such a request will be granted if the needs of the business permits and may only be scheduled before or after the employee's regularly scheduled tour. Time for an unpaid meal period shall not be considered a break in the continuity of work.

ARTICLE 28 EXCUSED WORK DAYS

Section 1. Each regular employee who has at least six months of net credited service on January 1 of any year shall be eligible in that year for four Excused Work Days with pay and one Excused Work Day without pay during such year.

Section 2. Employees who do not work on their paid Excused Work Day shall be paid for the day as if for a normal or standard day worked

(excluding any wage incentive or productivity payments) provided they are on the active payroll of the Company on that Excused Work Day.

Section 3. One paid Excused Work Day in each calendar year may be designated by the Company for employees in an administrative work group (as designated by the Company) or in any larger group, including the entire Company. Employees (except occasional employees) in any such group for which an Excused Work Day is designated by the Company and who are not otherwise eligible for a paid Excused Work Day shall be excused and paid for such designated day as set forth in Section 1, provided they are on the active payroll of the Company on the designated Excused Work Day.

Section 4. Employees who are on vacation or absent with pay on their paid Excused Work Day for reasons other than having observed it as an Excused Work Day shall have their paid Excused Work Day rescheduled if a vacation day would have been rescheduled under the same circumstances.

Section 5. If employees agree to work on their paid Excused Work Day and the Company determines that the day cannot be rescheduled, they shall be paid as applicable in accordance with the following subsections:

- (i) Employees who agree to work before the work schedule becomes fixed shall receive one day's pay as set forth in Section 2 in lieu of their Excused Work Day and shall in addition be paid in accordance with the provisions of the Collective Bargaining Agreement covering work on a scheduled day of work.
- (ii) Employees who agree to work after the work schedule becomes fixed shall receive one day's pay as set forth in Section 2 in lieu of their Excused Work Day and shall in addition be paid in accordance with the provisions of the Collective Bargaining Agreement covering work on a nonscheduled day.
- (iii) Time worked by an employee on his or her Excused Work Day shall be considered time worked on a regularly scheduled day of work for all purposes, except as is otherwise expressly provided in this Article.

Section 6. In each calendar year, the Company shall grant an employee's request, made on short notice*, to take one or two of the employee's paid or unpaid Excused Work Days, either as full days or as half days, or a combination thereof.

Section 7. In addition to the short notice Excused Work Day in Section 6, the Company shall grant an employee's request, made on short notice*, to take one of the employee's paid or unpaid Excused Work Days, either as a full day or as two (2) half days, or a combination thereof, for family commitments.

* Short notice means that an employee will give their Supervisor as much notice as possible under the circumstances. In all cases the notice must be given before the start of the day or half day from which the employee wishes to be excused.

Section 8. Two of the employee's EWD days may be taken in hourly increments under the following conditions:

- (i) The hours must be available.
- (ii) No hours can be taken on Mondays, Saturdays or Sundays.
- (iii) No hours can be taken if consecutive with overtime on the employee's schedule.
- (iv) No hours can be taken on a holiday or the day after a holiday.
- (v) The hours must be scheduled at least one day in advance.

Section 9. Any Excused Work Days carried over from one calendar year into the next, must be scheduled and taken no later than June 15 of year in which the Excused Work Day is to be taken.

ARTICLE 29 EXPEDITED ARBITRATION

Section 1. In lieu of the procedures specified in Article 14 of this Agreement, any grievance involving the suspension of an individual employee, except those which also involve an issue of arbitrability, contract interpretation, or work stoppage (strike) activity and those which are also the subject of an administrative charge or court action shall be submitted to arbitration under the expedited arbitration procedure hereinafter provided within fifteen (15) calendar days after the filing of a request for arbitration. In all other grievances involving disciplinary action which are specifically subject to arbitration under Article 14 of this Agreement, both parties may, within fifteen (15) calendar days after the filing of the request for arbitration, elect to use the expedited arbitration procedure hereinafter provided. The election shall be in writing and, when signed by authorized representatives of the parties, shall be irrevocable. If no

such election is made within the foregoing time period, the arbitration procedure in Article 14 shall be followed.

Section 2. As soon as possible after this Agreement becomes final and binding, a panel of three umpires shall be selected by the parties. Each umpire shall serve until the termination of this Agreement unless his or her services are terminated earlier by written notice from either party to the other. The umpire shall be notified of his or her termination by a joint letter from the parties. The umpire shall conclude his or her services by settling any grievance previously heard. A successor umpire shall be selected by the parties. Umpires shall be assigned cases in rotating order designated by the parties. If an umpire is not available for a hearing within ten (10) working days after receiving an assignment, the case will be passed to the next umpire. If no one can hear the case within ten (10) working days, the case will be assigned to the umpire who can hear the case on the earliest date.

Section 3. The procedure for expedited arbitration shall be as follows:

- A. The parties shall notify the umpire in writing on the day of agreement or date of arbitration demands in suspension cases to settle a grievance by expedited arbitration. The umpire shall notify the parties in writing of the hearing date.
- B. The parties may submit to the umpire prior to the hearing a written stipulation of all facts not in dispute.
- C. The hearing shall be informal without formal rules of evidence and without a transcript. However, the umpire shall be satisfied himself or herself that the evidence submitted is of a type on which he or she can rely, that the hearing is in all respects a fair one, and that all facts necessary to a fair settlement and reasonably obtainable are brought before the umpire.
- D. Within five (5) working days after the hearing, each party may submit a brief written summary of the issues raised at the hearing and arguments supporting its position. The umpire shall give his or her settlement within five (5) working days after receiving the briefs. He or she shall provide the parties a brief written statement of the reasons supporting his or her settlement.
- E. The umpire's settlement shall apply only to the instant grievance, which shall be settled thereby. It shall not constitute a precedent for

other cases or grievances and may not be cited or used as a precedent in other arbitration matters between the parties unless the settlement or a modification thereof is adopted by the written concurrence of the representatives of each party at the third step of the grievance procedure.

- F. The time limits in (A) and (D) of this Section may be extended by agreement of the parties or at the umpire's request, in either case only in emergency situations. Such extensions shall not circumvent the purpose of this procedure.
- G. In any grievance arbitrated under the provisions of this Section, the Company shall under no circumstances be liable for back pay for more than six (6) months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays requested by the Union in which the Company concurs shall not be included in such additional time.
- H. The umpire shall have no authority to add to, subtract from or modify any provisions of this Agreement.
- I. The decision of the umpire will settle the grievance, and the Company and the Union agree to abide by such decision. The compensation and expenses of the umpire and the general expenses of the arbitration shall be borne by the Company and the Union in equal parts. Each party shall bear the expense of its representatives and witnesses.
- J. The time limit for requesting arbitration under this provision shall be the same as in existing procedures.

ARTICLE 30 CLASSIFICATION AND TREATMENT OF PART-TIME EMPLOYEES

Section 1. Except for payment for overtime hours worked, all hours worked by a part-time employee in Customer Service Centers, Kiosks, Direct Marketing/Direct Response (DM/DR) Centers and any retail sales or service centers operation shall be paid at the equivalent basic hourly rate for a comparable full-time employee working a normal daily tour in the same job title, classification, and work group. Payment to a part-time employee for hours worked in excess of an equivalent normal daily tour or workweek for a comparable full-time employee

shall be at the applicable overtime rate for a comparable full-time employee based on such part-time employee's basic hourly rate.

Section 2. The classification of a part-time employee is based on the employee's "part-time equivalent workweek" which shall be determined prospectively by dividing the employee's total normally scheduled hours per month by 4.35 and rounding the result to the next higher whole number. (Illustration: 68 hours per month divided by 4.35 equals 15.6, rounded to a "part-time equivalent workweek" classification of 16.)

Section 3. The "part-time equivalent workweek" classification of each part-time employee shall be reviewed by the Company no less often than every six (6) months on April 1 and October 1 of each year and adjusted on a prospective basis, if appropriate. In determining whether such adjustment is appropriate, the Company will consider the actual average number of hours worked per month during the preceding six (6) month period and the likelihood that such number of work hours will continue for a reasonably foreseeable period of time except that any hours worked which are paid at the overtime rate shall not be counted in computing the average number of hours worked.

Section 4. Payments to a regular part-time employee for sickness disability, accident disability, or death benefits under the NYNEX Pension Plan and Sickness and Accident Disability Benefit Plan, vacations, anticipated disability leave, sickness absence (not under the NYNEX Pension Plan and Sickness and Accident Disability Benefit Plan) or termination allowance (or its equivalent) shall be prorated based on the relationship of the individual part-time employee's "part-time equivalent workweek" to the normal workweek of a comparable full-time employee in the same occupational classification and work group. A part-time employee shall not be paid for absence due to sickness (not under the NYNEX Pension Plan and Sickness and Accident Disability Benefit Plan) unless such absence due to sickness occurs on a day of the week on which the employee is normally scheduled to work.

Section 5. Part-time employees shall, if otherwise eligible to participate under the terms of such plans, be eligible for coverage under the Medical Expense Plan, Dental Expense Plan, and Vision Care Plan, as follows:

- (a) Employees whose part-time equivalent workweek classification is sixteen (16) or less shall be eligible by enrollment and payment of 100 % of the premiums for such coverage;

- (b) Employees whose part-time equivalent workweek classification is seventeen (17) through twenty-four (24) shall be eligible by enrollment and payment of 50% of the premiums for such coverage;
- (c) Employees whose part-time equivalent workweek classification is twenty-five (25) or more shall be eligible for such coverage on the same basis as a regular full-time employee.

Section 6. Part-time employees, regardless of classification, shall be eligible for Excused Work Days on a pro rata basis based upon the ratio of any such part-time employee's equivalent workweek to the normal workweek of a comparable full-time employee.

Part-time employees, regardless of classification, shall be eligible for other scheduled working days off with or without pay for which comparable full-time employees are eligible on a pro rata basis based upon the ratio of any such part-time employee's equivalent workweek to the normal workweek of a comparable full-time employee.

Section 7. A part-time employee who is not required to work on a holiday shall receive payment for the holiday which shall be prorated based on the relationship of the individual part-time employee's "part-time equivalent workweek" to the normal workweek of a comparable full-time employee in the same occupational classification and work group.

Section 8. In other respects not expressly provided for in this Agreement, part-time employees will receive payment proportionate to that provided for the employees in this Agreement.

ARTICLE 31 JOB BANK

Each Company will submit vacancies to a centrally administered Job Bank. These vacancies will be published and held open for applications by employees in any other Company for the same two week period as SPVs are held open for such jobs. Each Company will first attempt to fill any vacancies from within that Company, using existing provisions and procedures, including those governed by collective bargaining agreements, if any.

Using qualifications to evaluate applicants that are in all respects identical to qualifications used to evaluate applicants from outside the Company, vacancies shall be filled in the following order: (1) surplus employees who submitted applications during the two-week period in order of net credited service, (2) other

employees who submitted applications during the two-week period in order of net credited service, and (3) applicants from outside the Company.

ARTICLE 32 MOTOR VEHICLE USAGE PROGRAM

Section 1. A Motor Vehicle Usage Program will be established to provide, in those administrative work units where implemented, that employees who participate will be assigned a motor vehicle for use in their work and for traveling between their work locations and places of residence or other designated places for the vehicle storage.

Section 2. The Motor Vehicle Usage Program will be implemented only within administrative work units where some or all of the employees normally use a Company-provided motor vehicle in order to perform their work. The decision to implement the program within any such administrative work unit will be within management's discretion.

Section 3. When the Motor Vehicle Usage Program is introduced within an administrative work unit all employees within that unit who normally use a Company-provided motor vehicle in the performance of their work assignment will be eligible to participate. Participation by any such employees will be on a voluntary basis. If an employee elects not to participate, management will determine where the motor vehicle assigned to that employee is to be stored and that location will become the employee's work reporting location.

Section 4. Employees who participate in the program will be expected to provide normally secure and legal storage for the vehicle at their places of residence. If the vehicle cannot be properly stored at an employee's place of residence, the Company may arrange for appropriate storage at its expense.

Section 5. Operating and maintenance costs will be at the Company's expense. The Company will make arrangements for maintenance of the vehicle; however, it will be the responsibility of the employee to whom the vehicle is assigned to assure that the vehicle is properly maintained.

Section 6. For employees who participate in the Motor Vehicle Usage Program, a work reporting area will be established on a local basis before implementation. Such work reporting area will be designed so as to serve the interests of the customer, reasonably accommodate the employee, and be satisfactory to management and the Union. The work reporting area normally will

be a circle. In large congested metropolitan locations or where natural barriers render a circular work reporting area impractical, other suitable parameters will be established.

Section 7. Each participating employee will be expected to begin and end the work tour at any assigned location within the established work reporting area. Prior to implementation of the program, the Company and Union will determine a method of compensation for employees who begin or end a work tour outside an established work reporting area.

ARTICLE 33 TRAINING AND RETRAINING PROGRAMS

GENERAL

Section 1. In the present environment of fast-paced technological developments and structural changes, the parties recognize the benefits in offering to employees training and retraining for personal or career development or in the event their existing jobs are displaced. The Company will offer, at Company expense, training and retraining programs to its employees for personal or career development and to employees being displaced to qualify for job vacancies as anticipated by the Company.

Section 2. The personal or career development training and the job displacement retraining programs contemplated by this provision will be generic in nature and separate and distinguished from the current job specific training instruction.

A Training Advisory Board comprised as set forth below will be established to assist and advise in the training efforts encompassed by these programs.

PERSONAL OR CAREER DEVELOPMENT TRAINING

Section 3. Personal or Career development training programs will be designed as an educational self-development aid to assist regular employees in their personal development or preparing themselves for career progression opportunities or job changes within the Company.

Section 4. Training under such program will be generic in nature as opposed to the job specific and will cover:

- (a) Technical skills (basic electronics, transmission theory, computer concepts, electronic logic, fiber optics, etc.)

- (b) Sales skills (interpersonal relationships, oral communications, effective writing, marketing concepts, sales techniques, etc.)
- (c) Clerical skills (typing, VDT operation, data entry, computer literacy and operation, etc.)
- (d) Other fundamental skills (basic mathematics, skillful reading, vocabulary development, grammar and usage, etc.)

Section 5. The Company will provide a sufficient number of Training/Retraining Manuals for use by employees who participate in the program. Manuals will include:

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

Section 6. Any regular employee with at least one (1) year of net credited service will be eligible to participate in such training program under the terms of such program.

Section 7. Participation by employees in the Personal or Career development training program will be voluntary, and time spent by employees in such training will be outside scheduled working hours and not paid or considered as time worked for any purpose.

Section 8. Successful completion by an employee of any training or courses offered pursuant to such program will be taken into account by the Company when considering the employee for an upgrade or transfer.

JOB DISPLACEMENT TRAINING

Section 9. Job, Displacement training programs will be designed and will be offered to regular employees whose jobs are being displaced or whose jobs are being restructured to a wage schedule with a lower maximum wage rate in order to enhance the ability of such employees to qualify for anticipated non-management job vacancies within the Company.

Section 10. Participation in the Job Displacement training program will be voluntary. The program will consist of three parts:

- (a) Skills and Interests Inventory. A means of identifying employees' skills and interests. Employees will complete and submit a skills and interests inventory form to the Company. The inventory will be evaluated and, where appropriate, enhancement training will be recommended.
- (b) Enhancement Training. Generic training (mathematics, English, reading comprehension, basic electricity/electronics, typing, computer concepts, etc.) intended to strengthen employees' skills so as to enhance their ability to qualify for anticipated non-management job openings within the Company. Employees will be advised of approved courses, including home study courses and approved training facilities. Time spent by employees in such training will be outside of scheduled working hours and not paid or considered as time worked for any purpose unless the Company determines it appropriate in specific instances to permit the employees to receive such training during working hours.
- (c) Job Displacement Training Seminar. Those employees who participate in the Skills and Interests Inventory will be given the opportunity to attend a seminar. Time spent by employees at the seminar will be during scheduled working hours. The Seminar will generally include one or more of the following:
 - 1) Job exhibits which will provide information and basic requirements, including physical requirements, for anticipated job vacancies within the Company.
 - 2) An overview of the various procedures available to employees who wish to apply for job vacancies.
 - 3) A basic explanation of qualifying tests (how to prepare for, typical contents, sample questions, etc.)
 - 4) Home study and developmental study program outlines.
 - 5) List of approved courses and facilities offering such courses.
 - 6) An overview of additional educational self development opportunities available to employees, through technical school and community college programs, etc.
 - 7) When the Company determines it appropriate, field visits and/or follow up individual or group counseling.

TRAINING ADVISORY BOARD

Section 11. The Training Advisory Board will be statewide and will consist of seven union representatives (one of whom will be a representative of the bargaining unit herein and one of whom will be a representative designated by the CWA International) and up to seven management representatives (one of whom will be the person in the Company responsible for training) who will meet periodically and have responsibility for:

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

Section 12. The Union and the Company will each be responsible for the respective costs and expenses of their representatives' participation on the Training Advisory Board and will share equally in the joint costs and expenses incurred by the Board.

CONCLUSION

Section 13. Personal or Career development training programs, Training/Retraining manuals and Job Displacement training programs offered under the provisions of this Article may be revised at the sole discretion of the Company.

Section 14. Nothing in these programs will supersede the applicable promotion or transfer provisions of this Agreement.

ARTICLE 34 LIST OF TITLES AND OCCUPATIONAL CLASSIFICATIONS

General

The following is a list of the existing titles and occupational classifications of all employees covered by this Agreement. It is agreed that there may not at all times be employees in the positions covered by all of these titles and classifications, and conversely changing conditions or the needs of the business may warrant the establishment of additional titles or classifications. Accordingly, the Company may make additions to the present list of titles or classifications or changes in work assignment of any position on the list as in its judgment may become necessary. The Company will notify the Union of any such additions or of substantial changes in the work assignment of any existing position, and will follow the procedures set forth below:

1. Whenever the Company determines it appropriate to create a new title in the bargaining unit, or restructure or redefine an existing one, it shall notify the Union in writing of such title and shall furnish a description of the duties and the wage rates or schedules initially determined for such titles. Such wage rates or schedules shall be designated as temporary. Following such notice to the Union, the Company may proceed to staff such title.
2. The Union shall have the right, within thirty (30) days from receipt of notice from the Company, to initiate negotiations concerning the initial wage rates or schedules established as temporary by the Company. If negotiations are not so initiated, the temporary designation shall be removed from the title.
3. If negotiations are initiated, the parties will make a good faith attempt to reach agreement within ninety (90) days following the initiation of negotiations. If agreement is reached between the parties within this ninety (90) day period, the temporary designation shall be removed from the title.
4. If the parties are unable to reach agreement within the aforesaid ninety (90) day period, then each party shall deliver to the other, in writing, on the ninetieth (90th) day, its final position on the wage rates and schedules. Within three (3) business days of such delivery to the other party, either party may deliver a written modified final position to the

other, providing such written modified final position is closer to the final position of the other party. If no such written modification is delivered, then such final positions may be submitted by the Union to a neutral third party as provided for in paragraph 6. If not so submitted, the temporary designation shall be removed from the title and the Company's final position will be the wage rate or schedule.

5. If, however, one party delivers to the other a written modified final position within three (3) business days, then such other party may deliver a written modified final position within three (3) business days following delivery of the first party's written modification. This process may continue as long as either party delivers a written modified final position within three (3) business days following the delivery to it of a written modified final position by the other party. All modified final positions must be closer to the most recent position of the other party. This process shall end when a party stands on its most recent position for three (3) business days after the delivery of the other party's most recent position. The most recent position of each party may then be submitted by the union to a neutral third party as provided for in paragraph 6. If not so submitted, the temporary designation shall be removed from the title and the Company's final position will be the wage rate or schedule.
6. The neutral third party referred to above shall be selected by mutual agreement of the parties following receipt by the Company of written notice from the Union of its intention to submit the final positions of the parties to a neutral third party. Such notice must be received by the Company within thirty (30) days after the delivery of the most recent final position.
7. Hearing and post-hearing activities shall be conducted in accordance with the provisions of Article 14 and shall commence within thirty (30) days after selection of the neutral third party.
8. The neutral third party shall issue a decision and supporting opinion, in writing, within sixty (60) days after the close of the hearing. Such decision, effective on issuance, shall be limited to selecting the most recent position of one of the parties as the wage rate of the title in dispute. In determining the wage rate, the neutral third party shall not consider any wage rates previously determined by a neutral third party pursuant to this Article. The decision of the neutral third party shall

be retroactive to the date on which the Company first staffed such title; provided however, that such retroactivity shall apply only to the basic weekly wage rate and overtime pay and that there will be no other kinds of adjustments.

9. The decision of the neutral third party shall be binding on the parties. The neutral third party shall have no authority to add to, subtract from or modify any provisions of this Agreement. The sole means for attempting to resolve any question arising in connection with the Company's determinations referenced in this Article, or any other question arising under this Article, shall be through the grievance procedure, the arbitration provisions of this Article and, where applicable in accordance with this Article, the arbitration provisions of Article 14. No question arising under this Article shall be subject to the arbitration provisions of Article 14 except for the question of whether or not the Company was obligated to notify the Union in writing of the creation of a new occupational classification in the bargaining unit or of a restructuring or redefining of an existing one.
10. When the Company restructures or redefines existing occupational classifications, and employees in such occupational classifications are assigned rates of pay less than the rates of the employees regular occupational classifications, the employees will receive pay treatment in accordance with the Reassignment Pay Protection Plan of the collective bargaining agreement.

TITLE AND OCCUPATIONAL CLASSIFICATION

ADMINISTRATIVE ASSISTANT

FORMERLY:

Administrative Clerk
Bank Messenger
Bookings Clerk
Chart Clerk
Coin Counting Clerk
Directory Composer
Directory Expense Clerk
Directory Processing Clerk
Engineering Studies Clerk
General Library Assistant
Editing Clerk
Key Clerk
Market Development Clerk
Mileage Clerk
Offset Machine Operator
Paying Teller
Public Telephone Clerk
Special Records Clerk
Subpoena Clerk
Toll Service Clerk
Teller

COIN BOX SEALER

COIN TELEPHONE COLLECTOR

COMMERCIAL REPRESENTATIVE

DISPLAY MECHANIC

DRAFTER

ENGINEERING DRAFTER ESCORT

LABORATORY ASSISTANT MEDICAL TECHNICIAN OFFICE ASSISTANT

FORMERLY:

Customer Clerk
Directory Clerk
Engineering General Clerk
File Classification Clerk
File Clerk
Final Accounts Clerk
Medical Reports Clerk
Office Clerical Assistant
Office Service Clerk
Processing Clerk
Reception Clerk
Records Clerk
Service Order Clerk
Service Order Typist
Staff General Clerk
Stenographer

Tabulating Machine Clerk
Telephone Answering Clerk
Treasury Clerk
Typist

PRESIDENT'S HELP LINE REPRESENTATIVE

REPAIR SERVICE EVALUATOR

REPRESENTATIVE

REPRODUCTION PHOTOGRAPHER

SENIOR ADMINISTRATIVE ASSISTANT

FORMERLY:

Account Representative
Cashier
Directory Analysis Clerk
Order Reviewer
Ticket Investigation Clerk

SENIOR ENGINEERING DRAFTER

SENIOR PHOTOGRAPHER

SENIOR SPECIAL ASSISTANT

FORMERLY:

Accounts and Reports Clerk

Benefit Assistant

Calendar Attendant

General Medical Clerk

SPECIAL ASSISTANT

FORMERLY:

Advanced Treasury Clerk
Advertising Records Clerk
Corporate Books Clerk
Docket Clerk
Graphics Specialist
Law Stenographer
Medical Stenographer
Order Writer

SPECIAL ASSOCIATE

FORMERLY: General Records Clerk

SPECIAL REPRESENTATIVE

SUPPLIES COORDINATOR

TELEPHONE SALES

REPRESENTATIVE

*DISPLAY ARTIST (N.S.)

* Non-Scheduled. To receive treatment no less favorable than treatment for occupational classification in which title appears. (Special Associate)

ARTICLE 35 NEW BUSINESS

1. “New Businesses” are defined as companies or new operations hereinafter started up or acquired by VZ in a telecommunications line of business. They would include, among others, the construction, installation, maintenance, marketing and sales of cable television, video, information and interactive media services, and new and traditional voice and data telephone services. As applied here, such New Businesses are those in which VZ has a majority stock or equity interest and management control, and which do business in the former BA North Footprint. They do not include new operations which, by agreement of the parties or by operation of law, are covered by an existing CWA or IBEW collective bargaining agreement. VZ shall mean the Verizon Communications Inc. and the “Company” parties to the Memorandum of Agreement to which this Article is attached. The former BA North Footprint shall mean the former operating area of BA within Maine, New Hampshire, Vermont, Rhode Island, Massachusetts, New York and the areas of Connecticut covered by the Byram and Greenwich exchanges.
2. “New Businesses Employees” (NBEs) are employees of New Businesses who perform telecommunications work in the former BA North Footprint that is the same or equivalent to traditional telephone work currently performed as part of their regular duties by bargaining unit members of CWA and IBEW. For example, the work would include the installation and maintenance of inside wire and converter boxes for cable television, and the associated customer representative and accounting work for the services provided. The work does not include non-telecommunications work such as the work performed by janitors, elevator mechanics, elevator operators, watch engineers, or garage mechanics.
3. For New Businesses that are acquired by VZ with an existing complement of employees in the NBE positions, and where those employees are not represented by a union, additional NBE vacancies shall be offered to qualified VZ former BA North Footprint employees from an existing CWA or IBEW bargaining unit pursuant to paragraph 7 and Appendix A of this Article. In such situations, union representation procedures shall be governed by the neutrality and card check provisions set forth in the Neutrality and Card Check Agreement between the parties executed this date. If this process results in card check recognition, collective bargaining shall be governed by Appendix B.

4. For New Business that are start-up companies or operations (i.e., those without an existing complement of employees), VZ shall offer to hire the initial complement of NBE positions from qualified former BA North Footprint employees in existing CWA or IBEW bargaining unit(s) pursuant to paragraph 7 and Appendix A of this Article, and, in turn shall recognize CWA or IBEW as the bargaining representative for the new unit(s) so long as the majority of the initial complement of NBEs are hired from existing CWA or IBEW bargaining units. The initial complement of employees is defined as the number of employees required to get the new business up and running. In such situations, the collective bargaining process shall be governed by Appendix B. If the initial complement of employees cannot be filled with a majority of employees from existing bargaining units, then the neutrality and card check provisions set forth in the Neutrality and Card Check Agreement executed on this date shall apply.
5. For New Businesses that are acquired by VZ with an existing complement of non-union employees in the NBE positions, and where VZ increases the size of the NBE work force, VZ shall abide by the terms of paragraph 4 and not paragraph 3 if, within one year of acquisition, employees from existing CWA or IBEW bargaining units constitute the majority of the NBEs.
6. For a New Business where VZ does not have a majority stock or equity interest and management control, VZ shall abide by the terms of this Article if a partner in that business is bound by the same, or substantially the same, agreement with CWA or IBEW, and together they have majority stock or equity interest and management control of that business.
7. VZ shall first offer NBE positions to qualified volunteers from existing bargaining unit(s) of the appropriate union. For New Businesses that are acquired by VZ with an existing complement of employees in the NBE positions, bargaining unit employees shall be notified of all additional NBE positions and shall have ten (10) working days to apply for those positions before VZ may hire off the street. For New Business that are start-up companies or operations, VZ may hire off the street after thirty (30) days if qualified volunteers cannot be found from existing bargaining units to make up the initial complement of NBE positions. The hiring of volunteers from CWA or IBEW bargaining units shall be a priority, and qualifications for union applicants shall in all respects be identical to qualifications established for non-union applicants. Former BA North Footprint employees who have been declared surplus shall be given first consideration for NBE positions and

employees hired from existing CWA or IBEW bargaining units shall bring their net credited service to the New Business.

8. If the validity of one or more of the provisions of this Article is challenged in a court of law or before the NLRB, the New Business, VZ and the Union shall cooperate and take all necessary steps to defend the validity of the Article. If one or more of the provisions of this Article is declared void, the parties agree to modify the Article, if possible, in a manner consistent with the law and the parties' original intent.
9. The exclusive means of resolving any alleged violation or dispute arising under this Article, except those governed by Appendix B, shall be the disagreement resolution process set forth in Appendix C of this Article.

APPENDIX A

VZ shall offer NBE positions described in paragraph 3 and 4 of this Article to the following bargaining unit employees in the following locations:

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

* As defined in paragraph 1 of this Article.

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

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

APPENDIX B

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

1. Prior to starting a New Business, VZ shall review with the union its staffing needs in that business. VZ and the union shall also engage an independent consultant to provide a study of wages, benefits, time off, hours of work, differentials, allowances, work rules, scheduling, staffing, productivity levels and other relevant information regarding VZ competitors in the specific line of business and area where VZ plans to operate. If competitors in the geographic area do not exist, the study shall focus upon employers in the same line of business in adjacent or comparable areas. The study shall be used by the parties as a guide to negotiating a fair contract for both the Company and the employees. If the parties cannot agree upon a single independent consultant, they may each select their own consultant to develop separate studies to be used by the parties in their negotiations.
2. If negotiations reach an impasse, either party may invoke binding Arbitration of the unsettled items for final resolution. The arbitration award on the economic issues in dispute shall be confined to a choice between (a) the last offer of the employer on such issues as a single package and (b) the union's last offer, on such issues, as a single package; and, on the non-economic issues in dispute, the award shall be confined to a choice between (a) the last offer of the employer on each issue in dispute and (b) the union's last offer on each such issue.
3. The arbitration shall be governed by Article 12.02 of the VZ-NY/CWA Plant contract.
4. Prior to the start of the arbitration hearings, the parties shall submit to the arbitrator their final offers in two separate parts: (a) a single package containing all the economic issues in dispute and (b) the individual issues in dispute not included in the economic package, each set forth separately by issue.
5. In the event of a dispute, the arbitrator shall have the power to decide which issues are economic issues. Economic issues include those items which have a direct relation to employee income including wages, salaries, hours in relation to earnings, and other forms of compensation such as paid vacation,

paid holidays, health and medical insurance, pensions, and other economic benefits to employees.

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

APPENDIX C DISAGREEMENT RESOLUTION PROCESS

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

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

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

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

ARTICLE 36

EMPLOYEE DEVELOPMENT PROGRAMS

1. In order to raise the level of education, including technical knowledge and customer focus, the Companies and the Unions will form an Employee Development Board consisting of the President and Vice President of the CWA, the President of the IBEW, President of New England Telephone, and the President of New York Telephone or their designees. The Board will meet periodically and may be convened at the option of any party at mutually agreeable times. All actions taken by the Board shall be by unanimous agreement.
2. The Employee Development Board will appoint a team consisting of a CWA, an IBEW and a NYNEX representative. All actions taken by the team shall be by unanimous agreement. With oversight from the Board, the team will recommend which universities to work with to develop, implement, and monitor formal education programs selected by the Board and paid for by the Company.
 - (a) Although the parties may choose to offer additional programs, the parties agree that NYNEX will initially fund and offer one degree program in telecommunications technology which will include courses involving computers and electronics. The program will address the subject of customer relations.

- (b) The NYNEX/CWA/IBEW team may propose entrance criteria to the universities; however, the universities will determine the entrance criteria, academic standards, test criteria for exempting from courses, and requirements for granting a degree. Classes will be scheduled one work day per week.
 - (c) In addition to paying for the courses and programs, the Company will provide time off the job and pay employees one day's pay per week for attending such courses and programs.
 - (d) All regular full time employees in the bargaining unit are eligible to attend the formal education programs if they otherwise meet the entrance criteria. Seniority will determine priority of attendance.
3. As agreed by the parties and with assistance from educators and/or qualified consultants, the Company and the Union will develop the courses and the Company will offer courses during working hours. Courses, such as, but not limited to, concepts of customer focused teams, team building, advanced team training, how to run effective meetings, interpersonal skills, diversity, stress management, customer service, goal setting, conflict resolution and problem solving might be offered.
4. The Company will develop and offer during working hours courses designed to assist employees to prepare for the following current tests or their replacements, if any, which are required in order to qualify for some bargaining unit positions: General Test Taking, Service Representative Telephone Ability Battery ("REP TAB"), Technical Telephone Ability Battery ("TECH TAB"), Operator Telephone Ability Battery ("OPERATOR TAB"), Clerical Telephone Ability Battery ("CLERICAL TAB"), Electronic Systems Mini-Course ("ESM"), Digital Cable Technologies Mini-Course ("DCT-MC"), Special Service Center Mini-Course ("SSC-MC"), Facilities Assignment and Control System Loop Assignment Center Mini-Course ("FACS-LAC, MC") Maintenance Administrator Mini-Course ("MA-MC"), Basic Skills Qualification Test-V ("BSQT-V"), Sales Orientation Interview ("SOI"), Special Representative Assessment, Customer Contact Evaluation ("CCE"), Premise Sales Battery, Telephone Sales Battery and other such qualifying tests as may be developed in the future. All regular employees in the bargaining unit are eligible to attend these courses. Seniority will determine priority of attendance.

5. The Company will give all regular full time employees an opportunity to be tested for an assessment of their employment skills and abilities. These tests shall be strictly voluntary; the results shall be kept confidential. In addition, the Company will pay for courses related to the development of employable skills and abilities which employees take during non-working hours. These include home correspondence courses. Such courses may be covered by the Tuition Aid Program, but reimbursement may not be limited to courses covered by that program.
6. Employees will be allowed to take educational leaves in accordance with the provisions of Article 38.

ARTICLE 37 COMMON COMMITTEE

In order to improve the effectiveness of the functions of the Joint Workforce Profile Committee, the Technology Change Committee, the Upgrade and Transfer Plan Committee and the Contracting Committee, a single new committee, the Common Committee, is established to replace them.

The Common Committee will be comprised of ten members, five from the Union and five from the Company. The Committee will be co-chaired by the Managing Director-Labor Relations and the Vice President District One, or their designees. The other eight members will be chosen, four each, respectively, by the co-chairs. The primary staff of the Committee will be two full time employees, one selected by the Union, one by the Company, who shall also serve as the Employee Placement Team under the FAP. The Company will fund these positions as well as the office and systems costs of this staff. The Common Committee shall also direct and guide a subcommittee on contracting, which shall continue to address and implement the provisions of the September 14, 1991 letter of agreement concerning contracting.

The Company will notify the Union at least six months in advance of planned major technological changes (including changes in equipment, organization, or methods of operation) which may affect employees represented by the Union, unless it has done so prior to the date of this agreement. Meetings about the planned changes will be held as soon thereafter as can be mutually arranged. At such meetings, the Company will advise the Union of its plans with respect to the introduction of such changes and will familiarize the Union with the progress being made.

Although the Company is required to notify the Union at least six months in advance of the introduction of any planned major technological change, it will make a good faith effort to advise the Union as soon as it decides to introduce such changes in order to give the Union the opportunity to discuss the impact of these changes upon the various bargaining units and the Company's customers.

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

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

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

ARTICLE 38 ENHANCED EDUCATIONAL LEAVE

Effective July 1, 1994, NYNEX will provide an Enhanced Educational Leave for Eligible employees.

1. The Enhanced Leave is designed to encourage eligible employees to pursue educational goals and to allow NYNEX to alleviate force imbalances, while at the same time maintaining ties between NYNEX and the employee.
2. To be eligible for an Enhanced Leave, an employee must meet the following requirements:
 - be a regular full-time employee;
 - have at least five (5) years of net credited service;
 - be enrolled on a full-time basis in an educational program which would qualify for tuition assistance under the Tuition Assistance Program applicable to the employee.
3. An Enhanced Leave is without pay and shall be administered by and subject to the approval of the applicable benefit committee. Such leaves shall be for a period of not less than six (6) consecutive months, but in no case may the Enhanced Leave be for more than twenty-four (24) consecutive months. Subject to applicable benefit committee approval, an Enhanced Leave may be extended beyond its original termination date, provided it did not previously exceed twenty-four (24) months in duration, in increments of six (6) consecutive months, but in no event beyond twenty-four (24) months.
4. Employees granted an Enhanced Leave shall be entitled to guaranteed reinstatement to the same job or one of similar status and pay at the end of the Enhanced Leave, subject to contract provisions which cover adjustments to the work force that may have occurred during the Enhanced Leave.
5. Service credit will be granted for the period of the Enhanced Leave.
6. There shall be no limit to the number of employees who may take an Enhanced Leave and all eligible employees who apply will be granted such leave.
7. Employees who become disabled while they are on this Enhanced Educational Leave shall be entitled to coverage in accordance with the provisions of the NYNEX Sickness and Accident Disability Plan as of the date that the employee was scheduled to return to work from his or her leave.

8. The only dispute that can be arbitrated in connection with the provisions of this Enhanced Educational Leave is the dismissal of an employee while the employee is on an Enhanced Leave of Absence or failure to reinstate an employee upon completion of his or her leave.
9. Except as indicated below, while on an Enhanced Leave, an employee shall be covered by the following benefit plans and programs, pursuant to the same conditions and to the same extent as comparable active employees:

Medical Dental Vision Basic Group Life Insurance Death Benefits	Company provides coverage for the period of the Enhanced Leave
VDT Vision Plan	Will not be available during the Enhanced Leave
HMO	Company pays premium to the same amount It pays for active employees
Dependent Care Spending Account	Deposits remaining after the leave begins may be used in accordance with the provisions of the Dependent Care Spending Account Plan
Supplementary Group Life Insurance Dependent Group Life Insurance	Available at employee's expense
Long Term Care Insurance (IBEW only)	Available at employee's expense, plus an administrative charge, if any, by third party plan administrator
Savings Plan	Payroll allotments will be suspended during the period of the Enhanced Leave and all other Plan provisions applicable to employees on a leave of absence will apply
Tuition Assistance	Continues under the same guidelines that apply to active employees with an annual ceiling of \$10,000

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

ARTICLE 39 FORCE ADJUSTMENT PLAN

A surplus condition may be declared by the Company in a title and Force Adjustment Area. The Company shall notify the Union in writing of any declared surplus condition and shall provide the Union with the title and Force Adjustment Area affected, together with the names, titles, net credited service dates, and work locations of all employees in the affected title. If the surplus condition is confined to a particular Involuntary Transfer Area, the Company shall so advise the Union. The Company shall also notify the Union in writing whether the surplus condition is caused by Process Change or by an External Event as those terms are defined in the letter of agreement dated April 3, 1994. If the surplus condition is caused by Process Change, the provisions of paragraphs 8 (b) and 10 shall not be implemented. If the surplus is caused by an External Event, the Company may implement paragraphs 8 (b) and 10. Thereafter, the Company shall take the following steps, in the order indicated below, in each case to the extent necessary to eliminate the surplus condition.

1. The Company shall offer to regular employees in the surplus title and Force Adjustment Area (as determined in paragraph 11 of this Article) the opportunity to fill vacancies in jobs in any Company bargaining unit, having the same or a lower basic weekly wage rate, within any Force Adjustment Area that encompasses the location of their present job. Employees will have seven days to volunteer for such vacancies. Volunteers who are qualified, test qualified, or become test qualified during the seven day period will be accepted in order of their net credited service to the extent necessary to eliminate the surplus condition. In addition, such surplus employees will, for the duration of the Force Adjustment Plan process, be given priority consideration for vacancies they apply for in accordance with the NYNEX Job Bank provisions.
2. (DELETED)
3. (a) If the implementation of the above steps does not relieve the surplus, the Company shall offer to regular employees in the surplus title within the Force Adjustment Area in which the surplus has been declared the opportunity to leave the service of the Company and receive Income Protection payments in amounts set forth in the collective bargaining

agreement, unless the surplus condition is confined to a particular Involuntary Transfer Area, in which case such opportunity will be offered only to such employees within such area. Volunteers will be accepted in order of their net credited service to the extent necessary to eliminate the surplus condition.

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

4. (DELETED)

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

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

- (c) The Company may, at its option, offer Income Protection payments under paragraphs 3 (a) and (b) and 5 (a) and (b), above, simultaneously. If it does, it shall first accept volunteers from within

the surplus title and Force Adjustment Area to the extent necessary to eliminate the surplus condition.

6. If the implementation of the above steps does not eliminate the surplus condition, the Company shall offer job sharing to regular employees in the surplus title and Force Adjustment Area in accordance with the following:
 - (a) The Company will seek volunteers among the regular full-time employees in the surplus occupational classification (job title) and Force Adjustment Area to engage in job sharing. Volunteers will be selected in order of net credited service and to the extent necessary to eliminate the surplus.
 - (b) An employee may participate in job sharing if he or she is available to work on a weekly basis at least 40% of the number of hours that constitute a normal scheduled work week for a regular full-time employee.
 - (c) If an employee participates in job sharing by working a scheduled work week equivalent to at least 40% of the hours of a regular full-time employee, he or she shall
 - (i) receive credit for years of service for pension benefit purposes as if he or she was a full-time employee;
 - (ii) be considered a full-time employee for purposes of medical, dental and vision benefits and layoff; and
 - (iii) receive wages and all other benefits on a pro-rated basis.
 - (d) When the Company declares a vacancy in an occupational classification (job title) and Force Adjustment Area in which (i) employees are job sharing and (ii) there is no declared surplus pursuant to this Article, the Employee Placement Team will determine the number of employees that will cease job sharing and return to full-time status.
7. (a) If the implementation of the above steps does not eliminate the surplus condition, the Company shall establish a list of jobs (“job list”) comprised of all job openings that would exist if the Company
 - (1) terminated all temporary and occasional employees (except that the Company is not required to terminate temporary employees who in the Company’s judgment have less than 2 months remaining in their term of employment, provided that

these employees shall be terminated within two months unless the parties agree otherwise); and

- (2) eliminated the contracting out of all traditional telephone work within the title and Force Adjustment Area in which the surplus condition exists and which the Company is equipped to perform.
 - (b) The Company shall offer the opportunity to volunteer for the openings on the job list to all employees who are in the surplus title within the Force Adjustment Area in which the surplus condition exists. Employees shall have seven days to volunteer, and may volunteer for as many openings on the job list as they choose.
 - (c) Volunteers will be assigned by seniority to an opening for which they have volunteered and are qualified, test qualified, or become test qualified within the seven day period, and, in the case of an opening to be created by the elimination of contracting out, for which they are already trained or can be trained within a limited training period not to exceed one month.
 - (d) The Company, to the extent necessary to eliminate the surplus condition, shall terminate temporary employees as provided in paragraph 7 (a) (1) and eliminate contracting out as provided in paragraph 7 (a) (2) to provide the job openings to be filled by volunteers as provided in paragraph 7 (c).
8. (a) If the implementation of the above steps does not eliminate a surplus condition resulting from Process Change, the Company will transfer employees in the surplus title and Force Adjustment Area, in inverse order of their net credited service and to the extent necessary to eliminate the surplus condition, to jobs within their Involuntary Transfer Area and the provisions of paragraphs 8 (b) and 10 shall not be implemented.
- (b) If the implementation of the above steps does not eliminate a surplus condition resulting from an External Event, the Company shall transfer employees in the surplus title and Force Adjustment Area, in inverse order of their net credited service and to the extent necessary to eliminate the surplus condition, to vacancies in any Company bargaining unit, for which they are qualified, test qualified, or become test qualified within seven days, first within the employees' Involuntary

Transfer Area (as set forth in paragraph 12), and then, if the surplus condition has not been eliminated, outside the employees' Involuntary Transfer Area.

- (c) Any such employee who is to be transferred as provided in 8 (a) or (b), may elect to terminate his employment prior to such transfer pursuant to the following:
 - (1) If any employee elects not to accept such transfer, the Company shall offer to such regular employees Income Protection payments as provided for in amounts set forth in the collective bargaining agreement for a period of seven days. An employee's election to leave the service of the Company and receive Income Protection Payments must be in writing and transmitted to the Company within that seven (7) day period and it may not be revoked after that period. Such employees who elect to accept the Income Protection Payments shall terminate their service and leave the payroll of the Company at the close of that seven (7) day period. All employees who volunteer during such period will be accepted.
 - (2) (DELETED)
- 9. For purposes of this Article, the wages of any employees who are transferred, voluntarily or involuntarily, to jobs having lower basic weekly wage rates shall be green circled, that is, they will receive the wage rate applicable to their previous jobs, together with any negotiated wage increases, until the expiration of the agreement.
- 10. If the implementation of the above steps does not eliminate the surplus, and if at least 45 days has elapsed from the notification of a surplus condition pursuant to this Article, the Company shall lay off employees in the job titles, layoff areas, and order provided for in the layoff provisions of this Agreement.
- 11. For purposes of this Article, the following Force Adjustment Areas are established:
 - (1) New York City
 - (2) Long Island

- (3) Westchester, Rockland and Putnam Counties, parts of Dutchess (including Patterson, N.Y.) and Orange (including Greenwood Lake, Tuxedo and West Point) and Greenwich, Connecticut.
12. For purposes of this Article, the following Involuntary Transfer Areas are established:
 - (1) Long Island
 - (2) New York City

Westchester, Rockland and Putnam Counties, parts of Dutchess County (including Patterson, N.Y) and parts of Orange County (including Greenwood Lake, Tuxedo and West Point) and Greenwich, Connecticut
 13. If the Company notifies the Union, pursuant to this Article, of a surplus condition caused by an External Event, either party may, within 14 days of such notice, initiate discussions regarding possible mandatory job sharing, mandatory furloughs, transitional leaves of absence, and other possible means of avoiding layoffs if the steps of this fail to eliminate the surplus. Such discussions must be completed within 30 days of the date of their initiation.

ARTICLE 40 MEDIATION

1. For grievances involving disciplinary action, which are subject to arbitration under Article 14 of this Agreement, the parties may, jointly, within thirty (30) calendar days after the filing of the request for arbitration, elect to use the mediation procedures hereinafter provided. The election shall be in writing and signed by authorized representatives of the parties. If no such election is made within the foregoing time period, the arbitration procedures set forth in this collective bargaining agreement shall be followed. A party may choose to terminate the mediation process at any time.
2. A panel of five mediators shall be selected by the parties. Each mediator shall serve until his or her services are terminated by written notice from either party to the other. The mediator shall be notified of his or her termination by joint letter from the parties. Mediators shall be assigned cases in rotating order designated by the parties. If a mediator is not available for conference within thirty (30) days after receiving an assignment, the case will be passed to the next mediator. If a case cannot be scheduled within thirty (30) days,

the case will be assigned to the mediator who can conference the case on the earliest date.

3. The procedures for mediation shall be as follows:
 - (a) The parties shall notify the assigned mediator in writing of their decision to use mediation and the location of the conference.
 - (b) The Mediation Conferences will normally be held in New York City.
 - (c) The spokesperson for the Company will be a Director-Labor Relations or his or her designee. The spokesperson for the Union will be a representative of the International Union or his or her designee. No individual who has been a practicing attorney within the past five (5) years will attend the Mediation Conference.
 - (d) In addition to the individuals identified above, the Union may determine to have present at the mediation conference the grievant, and a Local Union representative, and the Company may determine to have present at the mediation conference the grievant's supervisor and district level manager or designee. Attendance by others at the Mediation Conference shall be only upon mutual consent of the parties.
 - (e) All written material that is presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the Mediation Conference.
 - (f) Proceedings before the mediator shall be informal in nature. The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The rules of evidence will not apply, and no transcript of the Mediation Conference shall be made. The presentation of evidence is not limited to that presented at Step 2 or Step 3 of the grievance procedure.
 - (g) The mediator may meet separately with the parties during the Mediation Conference for the purpose of resolving the grievance. However, the mediator does not have the authority to compel the resolution of the grievance.
 - (h) If the Company and Union agree to settle the grievance such settlement resulting from the conference shall not be precedent setting.

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

ARTICLE 41 WORK AND FAMILY

Verizon New York Inc. will provide an additional \$4.95 million to the Dependent Care Reimbursement Fund, with \$1.65 million budgeted for each of the years August 3, 2008 - August 8, 2009, August 9, 2009 - August 7, 2010, August 8, 2010 - August 6, 2011. The Fund shall be administered through the Verizon New York Inc. Regional Work and Family Committee which shall establish written guidelines for reimbursement. In addition to providing subsidies for employees who incur costs for approved child and/or elder care and for expansion of the Kids in the Workplace

Program, the fund may also be used to pay for other Work and Family projects as may be authorized by the Work and Family Committee.

ARTICLE 42 GRADUAL RETURN TO WORK FROM CARE OF NEWBORN CHILD LEAVE

Effective June 1, 1994, an employee on a Care of Newborn Child (“CNC”) Leave or a Disability Absence Leave as a result of the birth or adoption of a child, shall be permitted to return to work on a reduced schedule known as a Gradual Return to Work (“GRW”). The combination of CNC Leave and/or Disability Absence Leave, and GRW shall not exceed the 12-month period currently in effect for CNC Leave.

GRW shall be implemented as follows:

- (a) An employee on GRW shall have the same status (full or part-time) as she or he had before being on leave. Except for (b) below, an employee shall have the same benefits, vacations, holidays, EWDS, and other contractual entitlements, which he or she had before the Leave began.
- (b) An employee on GRW shall be paid for time worked, and incidental absence and jury duty will be paid only for actual time excused from his or her scheduled work.
- (c) The hours assigned to an employee on GRW shall fall within the range of hours that the employee would have been assigned if working a full schedule.
- (d) An employee on GRW shall not work Sundays, holidays or overtime.
- (e) The assignment of tours for employees on GRW shall not violate the seniority rights of a more senior employee.

ARTICLE 43 THIRD MEDICAL OPINION

Section 1. When there is a difference of opinion between the Company and the Union over the medical condition of an employee which the Union claims will affect the employee’s wages or benefits, the Company and the Union will have the employee examined by a physician. The physician must

be acceptable to both the Company and the Union, and the expenses of the examination shall be borne by the Company.

The physician's opinion shall be limited to the "clinical" condition of the employee, which shall be taken into account with respect to the issue in dispute.

Section 2. The Company will provide each Local Union with a weekly report of employees who are not being paid for disability absences. Where there is a disagreement between the Company and the employee's doctor regarding the condition of or the ability of an employee to return to work the Union may notify the Company in writing that it wishes to submit the dispute to a third doctor. If the Union's notice is not sent within 21 days after its receipt of the first weekly notice showing that an employee is not being paid for a disability absence this agreement regarding a submission to a third doctor shall not apply to that employee's absence. When the Union notifies the Company of its request for a third medical opinion, the County Medical Association shall be requested to designate the third doctor. The selection of, and examination by, the third doctor shall take place within 30 days of the Company's receipt of the Union's written notice. The fee for services shall be shared equally by the Union and the Company.

Section 3. The conclusion of the third doctor will be binding on the Company and the Union. It is understood, however, that the Company will determine whether or not it can provide work for the employee within any restrictions that may be imposed consistent with the third doctor's conclusion. If the Company determines that it cannot provide such work for the employee, the employee will receive disability benefits.

Section 4. A copy of the third doctor's opinion shall be furnished to the Union, upon its request and the submission of a release signed by the employee. It is further agreed that the employee's medical records will be furnished to the Union as soon as possible after the Union's request for such records and the submission of a release signed by the employee.

ARTICLE 44 EMPLOYEE STAFFING

Section 1. General Provisions

- A. It is the policy of the Company to select well-qualified people to perform the many tasks necessary to provide high quality telephone service at reasonable costs. The Company and the Union agree that an essential

element of this policy is the good faith effort of the Company and the Union to advance equal employment opportunity to all employees.

- B. To ensure that all employees will be provided with an equal opportunity to progress consistent with their qualifications, skills and interests as job vacancies arise, the Company has developed and will continue to implement an Upgrade and Transfer Plan (UTP) and a Specific Published Vacancy (SPV) process that specify the procedures to be followed in the handling of promotions, laterals, and downgrades to non-management jobs within the Company whether or not in the same department or bargaining unit. A promotion is considered to be a move to a different job title with a higher maximum weekly basic rate of pay than the employees present job. A lateral move is a move to the same job in a new location or a different job title with the same maximum weekly basic rate of pay. A downgrade is a move to a different job title with a lower maximum weekly basic rate of pay. Increases or decreases in the maximum weekly basic rate of pay attributed solely to differentials between wage zones will not be considered as higher or lower maximum weekly basic rates of pay for purposes of the definitions above.
- C. The purpose of UTP/SPV is to provide a standardized and systematic selection process for filling non-management jobs. Included within this process are 1) the means by which employees may be considered for other jobs they may desire by specifying how their requests may be given consideration, 2) the means for management to identify and determine the qualifications of the current work force and, 3) the means to assist the Company in meeting its Affirmative Action Compliance Program objectives to provide equal employment opportunity without discrimination.
- D. Grievance procedures and arbitration procedures where applicable relating to lateral moves, promotions and downgrades within the bargaining unit shall be in accordance with such procedures in effect in the Collective Bargaining Agreement. At the final step of the grievance procedure, a representative from the Placement Bureau (or where the Placement Bureau did not make the selection, the supervisor who made the selection) will attempt to be in attendance if the union requests a representative and will outline the reasons for the decision made by the Placement Bureau (or the supervisor) which caused the

grievance to be initiated. If such personal attendance is not practicable (in the Company's judgment) the placement bureau representative (or the supervisor) will be available by telephone for the meeting.

- E. The Promotion Pay Plan for non-management employees as set forth in the January 18, 1973 Consent Decree entered into between the Equal Employment Opportunity Commission, the Department of Labor, the United States of America and the American Telephone and Telegraph Company and the NYNEX Operating Companies will be applied to employees.
- F. The application procedures contained in the UTP shall apply only to transfers under Article 8.02 of the Plant Agreement. The SPV process, described below, shall apply to all other promotions, laterals and downgrades which UTP previously covered.
- G. Employees of Verizon Yellow Pages Company in the IBEW Local 2213 Directory Clerical bargaining unit will be permitted to submit SPV applications for vacancies published under this Article, and shall be considered concurrently with employees of Verizon New York, TRG, and Empire City Subway Company.

Section 2. Administrative Procedures

- A. The Company shall announce an SPV in a weekly Company publication. The announcement shall indicate the occupational classification (job title), department, work location, qualifications, tours and assignments, and closing date for receipt of the SPV application. All bargaining unit employees shall be permitted to submit applications for any SPV.
 - (1) The Company will not initiate a job search for two weeks after the publication of the SPV. During that period, an employee who has not previously been qualified for the SPV may take any training modules for the required test(s).
 - (2) Both SPV and Job Bank vacancies will be posted concurrently and held open for application by employees for a period of two weeks.
- B. A surplus employee who is declared unqualified for a vacancy in a specific occupational classification (job title) as a result of failing the specified qualifying test, may apply for a vacancy in the same

- occupational classification (job title) after a period of three (3) months.
- C. The Company will eliminate the use of additional factors in selecting employees to fill SPVs. An employee shall be considered qualified for the vacancy if he or she possesses all required qualifications, including passing the qualifying test or tests for the SPV, having a drivers license if one is required, meeting the medical requirements, and possessing any required licenses or certifications.
 - D. Time-in-title requirements will be waived for surplus employees.
 - E. Employees with an overall evaluation rating of satisfactory on their appraisal and who are satisfactory in attendance and punctuality at the time of job award will be eligible to apply for placement.
 - F. SPVs will be filled in the following sequence, subject to the requirements of Article 36 of the Plant Agreement, if applicable:
 - (1) By transferring employees declared surplus from jobs having the same or higher basic weekly wage rate in accordance with the terms of the Force Adjustment Plan Article.
 - (2) By transferring health impaired employees who cannot, with reasonable accommodation, perform their current jobs, to lateral or downgrade positions.
 - (3) By full restoration of downgraded employees.
 - (4) By partial restoration of downgraded employees.
 - (5) By exhausting the list in the Leave of Absence Priority File.
 - (6) From within an area where the job vacancy exists: Concurrent consideration of upgrade, lateral transfer, and downgrade requests in order of seniority from among all qualified candidates.
 - (7) From all other areas: Concurrent consideration of upgrade, lateral transfer, and downgrade requests in order of seniority from among all qualified candidates.
 - G. SPV applicants who are selected and offered positions for which they have applied may not refuse the assignments. Employees who fail to report to an awarded position will not be permitted to submit any SPV applications for a period of one year from the scheduled reporting date.

- H. An employee who is placed pursuant to an SPV request and who retreats at his or her request will be precluded from any SPV consideration for one year from the retreat date. An employee who is placed pursuant to an SPV request and who is retreated at the Company's initiative will be precluded for six months from SPV consideration for the same job with the same qualifications. After the second and subsequent retreats at the Company's initiative, normal SPV rules will apply.
- I. If no qualified employee has submitted an SPV application, and the Company decides to fill the vacancy by hiring, it shall first offer reemployment to employees of the Company who were laid off from the same occupational classification (job title) by inverse order of layoff and within the applicable bargaining units layoff area; provided, however, that a) the employees were laid off during the previous two years (three years for Downstate Commercial bargaining unit), b) the employees have not previously declined such an offer, and c) they are qualified to perform the duties of the position except that they will not be required to pass the written qualification test. Any collective bargaining agreement provisions covering recall from layoff that are inconsistent with this paragraph are superseded, and this paragraph shall govern.
- J. The Company will fill at least 50% of job vacancies through SPV job searches (exclusive of Article 36 requirements in the Plant Contract), provided there are sufficient qualified SPV candidates for such positions. However, during each quarter from the 4th Quarter of 2000 through the 3rd Quarter of 2001, the Company will not hire any regular employees into the Field Technician (FT), Central Office Technician (COT) or Customer Service Administrator (CSA) titles until it has posted 90 positions in those titles (combined) which will be filled through SPV job searches, provided there are sufficient qualified candidates for such positions. Thereafter in each of the four Quarters, and outside the period from the 4th Quarter of 2000 through the 3rd Quarter of 2001, with respect to FTs, COTs, and CSAs, the Company will fill at least 50% of job vacancies through SPV job searches, provided there are sufficient qualified SPV candidates for such positions.

ARTICLE 45 DURATION OF THE AGREEMENT

Section 1. This Agreement shall continue in force and effect until terminated as provided in Section 2.

Section 2. By notifying the other party in writing at least 60 days prior to August 7, 2011, either party may terminate this Agreement at 11:59 p.m. on August 6, 2011.

Section 3. If no such notice of termination is given, this Agreement shall automatically continue in full force and effect after August 6, 2011, for successive renewal periods of one year each, subject to the right of either party to terminate this Agreement at the end of any renewal period by notifying the other party in writing at least 60 calendar days prior to the date of termination, of its intention to terminate this Agreement.

VERIZON NEW YORK, INC

**By William Vinicombe
Director Labor Relations Verizon**

COMMUNICATIONS WORKERS OF AMERICA

**By Edward Baxter
International Representative**

ATTESTED TO:

**By Keith Edwards
President**

**By Paula Lopez
Executive Vice-President**

**By Beatrice Zapata
Secretary**

**By Roberto Perez
Treasurer**

**By Frank Paxton
Vice-President**

**By Robert Shannon
Vice-President**

**By Nelson Zapata
Vice-President**

Dated: August 11, 2008

**1105
EFFECTIVE AUGUST 3, 2008
WAGES**

3.25% Wage increase applied to all steps

TABLE 1**EFFECTIVE AUGUST 03, 2008****OFFICE ASSISTANT**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGH (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$317.00		\$311.00	
6 Mos.	6 Mos.	\$362.50	\$45.50	\$355.50	\$44.50
12 Mos.	6 Mos.	\$415.00	\$52.50	\$407.50	\$52.00
18 Mos.	6 Mos.	\$474.00	\$59.00	\$466.50	\$59.00
24 Mos.	6 Mos.	\$540.00	\$66.00	\$535.00	\$68.50
30 Mos.	6 Mos.	\$618.00	\$78.00	\$612.50	\$77.50
36 Mos.	6 Mos.	\$705.00	\$87.00	\$702.00	\$89.50
42 Mos.	6 Mos.	\$805.00	\$100.00	\$803.50	\$101.50
48 Mos. (Maximum)		\$919.50	\$114.50	\$919.50	\$116.00
PENSION BAND		108		108	

TABLE 2

EFFECTIVE AUGUST 03, 2008

ADMINISTRATIVE ASSISTANT

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHGS (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$317.00		\$311.00	
6 Mos.	6 Mos.	\$364.00	\$47.00	\$358.00	\$47.00
12 Mos.	6 Mos.	\$417.50	\$53.50	\$410.50	\$52.50
18 Mos.	6 Mos.	\$479.00	\$61.50	\$474.00	\$63.50
24 Mos.	6 Mos.	\$550.00	\$71.00	\$542.50	\$68.50
30 Mos.	6 Mos.	\$630.50	\$80.50	\$624.50	\$82.00
36 Mos.	6 Mos.	\$722.00	\$91.50	\$718.50	\$94.00
42 Mos.	6 Mos.	\$828.50	\$106.50	\$827.00	\$108.50
48 Mos. (Maximum)		\$950.00	\$121.50	\$950.00	\$123.00
PENSION BAND		109		109	

TABLE 3**EFFECTIVE AUGUST 03, 2008****SENIOR ADMINISTRATIVE ASSISTANT**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHES (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$317.50		\$311.50	
6 Mos.	6 Mos.	\$366.00	\$48.50	\$359.50	\$48.00
12 Mos.	6 Mos.	\$422.00	\$56.00	\$416.00	\$56.50
18 Mos.	6 Mos.	\$485.50	\$63.50	\$479.50	\$63.50
24 Mos.	6 Mos.	\$559.00	\$73.50	\$553.50	\$74.00
30 Mos.	6 Mos.	\$644.00	\$85.00	\$639.00	\$85.50
36 Mos.	6 Mos.	\$742.00	\$98.00	\$737.50	\$98.50
42 Mos.	6 Mos.	\$854.00	\$112.00	\$851.50	\$114.00
48 Mos. (Maximum)		\$983.50	\$129.50	\$983.50	\$132.00
PENSION BAND		110		110	

TABLE 4

EFFECTIVE AUGUST 03, 2008

SPECIAL ASSISTANT

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHES (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$317.00		\$311.00	
6 Mos.	6 Mos.	\$367.50	\$50.50	\$360.50	\$49.50
12 Mos.	6 Mos.	\$423.50	\$56.00	\$417.50	\$57.00
18 Mos.	6 Mos.	\$491.00	\$67.50	\$483.50	\$66.00
24 Mos.	6 Mos.	\$567.00	\$76.00	\$560.50	\$77.00
30 Mos.	6 Mos.	\$655.50	\$88.50	\$650.00	\$89.50
36 Mos.	6 Mos.	\$757.50	\$102.00	\$753.00	\$103.00
42 Mos.	6 Mos.	\$875.00	\$117.50	\$872.50	\$119.50
48 Mos. (Maximum)		\$1,012.50	\$137.50	\$1,012.50	\$140.00
PENSION BAND		111		111	

TABLE: 5**EFFECTIVE AUGUST 03, 2008****SENIOR SPECIAL ASSISTANT**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHHS (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$317.00		\$311.00	
6 Mos.	6 Mos.	\$368.50	\$51.50	\$362.00	\$51.00
12 Mos.	6 Mos.	\$427.50	\$59.00	\$420.00	\$58.00
18 Mos.	6 Mos.	\$495.00	\$67.50	\$490.00	\$70.00
24 Mos.	6 Mos.	\$575.00	\$80.00	\$570.00	\$80.00
30 Mos.	6 Mos.	\$667.50	\$92.50	\$662.00	\$92.00
36 Mos.	6 Mos.	\$775.00	\$107.50	\$771.00	\$109.00
42 Mos.	6 Mos.	\$898.50	\$123.50	\$896.00	\$125.00
48 Mos. (Maximum)		\$1,043.00	\$144.50	\$1,043.00	\$147.00
PENSION BAND		112		112	

TABLE 6

EFFECTIVE AUGUST 03, 2008

SPECIAL ASSOCIATE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHES (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$339.00		\$335.00	
6 Mos.	6 Mos.	\$392.50	\$53.50	\$388.00	\$53.00
12 Mos.	6 Mos.	\$454.00	\$61.50	\$450.50	\$62.50
18 Mos.	6 Mos.	\$526.50	\$72.50	\$523.00	\$72.50
24 Mos.	6 Mos.	\$609.50	\$83.00	\$605.50	\$82.50
30 Mos.	6 Mos.	\$705.50	\$96.00	\$703.00	\$97.50
36 Mos.	6 Mos.	\$817.00	\$111.50	\$815.00	\$112.00
42 Mos.	6 Mos.	\$946.00	\$129.00	\$944.50	\$129.50
48 Mos. (Maximum)		\$1,094.00	\$148.00	\$1,094.00	\$149.50
PENSION BAND		114		114	

TABLE 7

EFFECTIVE AUGUST 03, 2008

REPRODUCTION PHOTOGRAPHER

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGH (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$331.00		\$324.50	
3 Mos.	6 Mos.	\$354.50	\$23.50	\$348.50	\$24.00
8 Mos.	6 Mos.	\$398.50	\$44.00	\$393.50	\$45.00
13 Mos.	6 Mos.	\$448.00	\$49.50	\$443.50	\$50.00
18 Mos.	6 Mos.	\$505.00	\$57.00	\$498.50	\$55.00
24 Mos.	6 Mos.	\$581.00	\$76.00	\$575.50	\$77.00
30 Mos.	6 Mos.	\$669.00	\$88.00	\$663.50	\$88.00
36 Mos.	6 Mos.	\$769.50	\$100.50	\$766.50	\$103.00
42 Mos.	6 Mos.	\$886.50	\$117.00	\$885.00	\$118.50
48 Mos. (Maximum)		\$1,021.50	\$135.00	\$1,021.50	\$136.50
PENSION BAND		111		111	

TABLE 8

EFFECTIVE AUGUST 03, 2008

SENIOR PHOTOGRAPHER

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHES (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$382.50		\$374.00	
6 Mos.	6 Mos.	\$430.50	\$48.00	\$423.00	\$49.00
12 Mos.	6 Mos.	\$485.50	\$55.00	\$478.00	\$55.00
18 Mos.	6 Mos.	\$548.50	\$63.00	\$539.00	\$61.00
24 Mos.	6 Mos.	\$617.00	\$68.50	\$609.00	\$70.00
30 Mos.	6 Mos.	\$694.50	\$77.50	\$687.50	\$78.50
36 Mos.	6 Mos.	\$782.50	\$88.00	\$777.00	\$89.50
42 Mos.	6 Mos.	\$884.00	\$101.50	\$878.00	\$101.00
48 Mos.	6 Mos.	\$996.00	\$112.00	\$992.00	\$114.00
54 Mos.	6 Mos.	\$1,122.50	\$126.50	\$1,120.50	\$128.50
60 Mos. (Maximum)		\$1,265.50	\$143.00	\$1,265.50	\$145.50
PENSION BAND		119		119	

TABLE 9**EFFECTIVE AUGUST 03, 2008**

DRAFTER

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHES (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$340.00		\$337.00	
6 Mos.	6 Mos.	\$392.50	\$52.50	\$390.00	\$53.00
12 Mos.	6 Mos.	\$451.00	\$58.50	\$448.00	\$58.00
18 Mos.	6 Mos.	\$519.50	\$68.50	\$515.50	\$67.50
24 Mos.	6 Mos.	\$598.50	\$79.00	\$596.50	\$81.00
30 Mos.	6 Mos.	\$690.00	\$91.50	\$687.00	\$90.50
36 Mos.	6 Mos.	\$794.50	\$104.50	\$792.50	\$105.50
42 Mos.	6 Mos.	\$915.00	\$120.50	\$914.00	\$121.50
48 Mos. (Maximum)		\$1,053.50	\$138.50	\$1,053.50	\$139.50
PENSION BAND		112		112	

TABLE 10

EFFECTIVE AUGUST 03, 2008

ENGINEERING DRAFTER

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHES (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$337.00		\$334.00	
6 Mos.	6 Mos.	\$380.50	\$43.50	\$377.50	\$43.50
12 Mos.	6 Mos.	\$429.00	\$48.50	\$426.00	\$48.50
18 Mos.	6 Mos.	\$483.00	\$54.00	\$480.00	\$54.00
24 Mos.	6 Mos.	\$546.00	\$63.00	\$541.50	\$61.50
30 Mos.	6 Mos.	\$615.00	\$69.00	\$612.50	\$71.00
36 Mos.	6 Mos.	\$693.50	\$78.50	\$690.50	\$78.00
42 Mos.	6 Mos.	\$781.50	\$88.00	\$779.50	\$89.00
48 Mos.	6 Mos.	\$882.50	\$101.00	\$881.00	\$101.50
54 Mos.	6 Mos.	\$994.50	\$112.00	\$994.00	\$113.00
60 Mos. (Maximum)		\$1,122.00	\$127.50	\$1,122.00	\$128.00
PENSION BAND			114		114

TABLE 11

EFFECTIVE AUGUST 03, 2008

SENIOR ENGINEERING DRAFTER

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHES (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$355.00		\$343.50	
6 Mos.	6 Mos.	\$404.00	\$49.00	\$393.50	\$50.00
12 Mos.	6 Mos.	\$461.50	\$57.50	\$449.00	\$55.50
18 Mos.	6 Mos.	\$525.50	\$64.00	\$513.00	\$64.00
24 Mos.	6 Mos.	\$598.50	\$73.00	\$587.00	\$74.00
30 Mos.	6 Mos.	\$682.50	\$84.00	\$671.00	\$84.00
36 Mos.	6 Mos.	\$777.00	\$94.50	\$766.50	\$95.50
42 Mos.	6 Mos.	\$885.50	\$108.50	\$876.50	\$110.00
48 Mos.	6 Mos.	\$1,007.50	\$122.00	\$1,002.50	\$126.00
54 Mos.	6 Mos.	\$1,149.00	\$141.50	\$1,145.00	\$142.50
60 Mos. (Maximum)		\$1,309.00	\$160.00	\$1,309.00	\$164.00
PENSION BAND		121		121	

REPRESENTATIVE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHES (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$385.50		\$365.50	
6 Mos.	6 Mos.	\$444.50	\$59.00	\$422.50	\$57.00
12 Mos.	6 Mos.	\$510.00	\$65.50	\$490.00	\$67.50
18 Mos.	6 Mos.	\$586.00	\$76.00	\$567.00	\$77.00
24 Mos.	6 Mos.	\$673.00	\$87.00	\$655.50	\$88.50
30 Mos.	6 Mos.	\$774.50	\$101.50	\$759.00	\$103.50
36 Mos.	6 Mos.	\$889.50	\$115.00	\$878.50	\$119.50
42 Mos.	6 Mos.	\$1,022.50	\$133.00	\$1,016.00	\$137.50
48 Mos. (Maximum)		\$1,176.00	\$153.50	\$1,176.00	\$160.00
PENSION BAND		118		118	

TABLE: 13

EFFECTIVE AUGUST 03, 2008

COMMERCIAL REPRESENTATIVE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGH (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$392.50		\$371.00	
6 Mos.	6 Mos.	\$438.00	\$45.50	\$416.50	\$45.50
12 Mos.	6 Mos.	\$488.00	\$50.00	\$466.50	\$50.00
18 Mos.	6 Mos.	\$543.00	\$55.00	\$524.50	\$58.00
24 Mos.	6 Mos.	\$607.50	\$64.50	\$587.50	\$63.00
30 Mos.	6 Mos.	\$677.00	\$69.50	\$658.50	\$71.00
36 Mos.	6 Mos.	\$755.50	\$78.50	\$738.00	\$79.50
42 Mos.	6 Mos.	\$842.50	\$87.00	\$828.00	\$90.00
48 Mos.	6 Mos.	\$940.00	\$97.50	\$929.50	\$101.50
54 Mos.	6 Mos.	\$1,048.00	\$108.00	\$1,042.50	\$113.00
60 Mos. (Maximum)		\$1,169.50	\$121.50	\$1,169.50	\$127.00
PENSION BAND		116		116	

PRESIDENT'S HELP LINE REPRESENTATIVE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHES (BX, B, M, Q)	INCREASE AMOUNT
Start	6 Mos.	\$370.50	
6 Mos.	6 Mos.	\$430.00	\$59.50
12 Mos.	6 Mos.	\$498.50	\$68.50
18 Mos.	6 Mos.	\$578.50	\$80.00
24 Mos.	6 Mos.	\$672.50	\$94.00
30 Mos.	6 Mos.	\$780.00	\$107.50
36 Mos.	6 Mos.	\$905.00	\$125.00
42 Mos.	6 Mos.	\$1,051.00	\$146.00
48 Mos. (Maximum)		\$1,219.50	\$168.50
PENSION BAND		118	

TABLE: 15**EFFECTIVE AUGUST 03, 2008****TELEPHONE SALES REPRESENTATIVE**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGH (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$370.50		\$351.00	
6 Mos.	6 Mos.	\$431.50	\$61.00	\$414.00	\$63.00
12 Mos.	6 Mos.	\$505.00	\$73.50	\$485.00	\$71.00
18 Mos.	6 Mos.	\$589.00	\$84.00	\$570.00	\$85.00
24 Mos.	6 Mos.	\$686.50	\$97.50	\$669.00	\$99.00
30 Mos.	6 Mos.	\$801.50	\$115.00	\$785.00	\$116.00
36 Mos.	6 Mos.	\$934.00	\$132.50	\$923.00	\$138.00
42 Mos.	6 Mos.	\$1,090.50	\$156.50	\$1,084.00	\$161.00
48 Mos. (Maximum)		\$1,272.50	\$182.00	\$1,272.50	\$188.50
PENSION BAND		120		120	

TABLE: 16

EFFECTIVE AUGUST 03, 2008

SPECIAL REPRESENTATIVE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHHS (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$396.00		\$379.50	
6 Mos.	6 Mos.	\$450.00	\$54.00	\$432.00	\$52.50
12 Mos.	6 Mos.	\$511.00	\$61.00	\$493.50	\$61.50
18 Mos.	6 Mos.	\$579.50	\$68.50	\$563.00	\$69.50
24 Mos.	6 Mos.	\$659.50	\$80.00	\$642.50	\$79.50
30 Mos.	6 Mos.	\$749.00	\$89.50	\$733.00	\$90.50
36 Mos.	6 Mos.	\$849.50	\$100.50	\$836.50	\$103.50
42 Mos.	6 Mos.	\$966.50	\$117.00	\$953.00	\$116.50
48 Mos.	6 Mos.	\$1,096.00	\$129.50	\$1,087.50	\$134.50
54 Mos.	6 Mos.	\$1,246.00	\$150.00	\$1,240.50	\$153.00
60 Mos. (Maximum)		\$1,415.50	\$169.50	\$1,415.50	\$175.00
PENSION BAND		124		124	

TABLE: 17**EFFECTIVE AUGUST 03, 2008****REPAIR SERVICE EVALUATOR**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHHS (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$327.00		\$321.00	
6 Mos.	6 Mos.	\$377.50	\$50.50	\$371.00	\$50.00
12 Mos.	6 Mos.	\$434.50	\$57.00	\$429.00	\$58.00
18 Mos.	6 Mos.	\$501.50	\$67.00	\$495.00	\$66.00
24 Mos.	6 Mos.	\$577.50	\$76.00	\$573.00	\$78.00
30 Mos.	6 Mos.	\$666.50	\$89.00	\$661.50	\$88.50
36 Mos.	6 Mos.	\$767.50	\$101.00	\$764.50	\$103.00
42 Mos.	6 Mos.	\$886.00	\$118.50	\$884.50	\$120.00
48 Mos. (Maximum)		\$1,021.50	\$135.50	\$1,021.50	\$137.00
PENSION BAND		111		111	

TABLE: 18**EFFECTIVE AUGUST 03, 2008****LABORATORY ASSISTANT, MEDICAL TECHNICIAN**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHES (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$359.50		\$355.50	
6 Mos.	6 Mos.	\$410.50	\$51.00	\$407.00	\$51.50
12 Mos.	6 Mos.	\$468.00	\$57.50	\$465.50	\$58.50
18 Mos.	6 Mos.	\$535.50	\$67.50	\$532.50	\$67.00
24 Mos.	6 Mos.	\$612.00	\$76.50	\$608.50	\$76.00
30 Mos.	6 Mos.	\$698.50	\$86.50	\$694.50	\$86.00
36 Mos.	6 Mos.	\$797.50	\$99.00	\$795.00	\$100.50
42 Mos.	6 Mos.	\$910.50	\$113.00	\$909.50	\$114.50
48 Mos. (Maximum)		\$1,039.00	\$128.50	\$1,039.00	\$129.50
PENSION BAND		112		112	

TABLE: 19**EFFECTIVE AUGUST 03, 2008****BENEFITS COORDINATOR, SUPPLIES COORDINATOR**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHHS (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$334.50		\$331.00	
6 Mos.	6 Mos.	\$387.00	\$52.50	\$383.00	\$52.00
12 Mos.	6 Mos.	\$448.00	\$61.00	\$444.50	\$61.50
18 Mos.	6 Mos.	\$518.50	\$70.50	\$513.50	\$69.00
24 Mos.	6 Mos.	\$599.50	\$81.00	\$596.50	\$83.00
30 Mos.	6 Mos.	\$694.00	\$94.50	\$691.50	\$95.00
36 Mos.	6 Mos.	\$803.50	\$109.50	\$801.00	\$109.50
42 Mos.	6 Mos.	\$930.00	\$126.50	\$928.50	\$127.50
48 Mos. (Maximum)		\$1,076.00	\$146.00	\$1,076.00	\$147.50
PENSION BAND		113		113	

WAGE TABLE: 20**EFFECTIVE AUGUST 03, 2008****COIN BOX SEALER, COIN TELEPHONE COLLECTOR**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHES (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$339.00		\$331.50	
6 Mos.	6 Mos.	\$394.00	\$55.00	\$385.50	\$54.00
12 Mos.	6 Mos.	\$457.50	\$63.50	\$448.00	\$62.50
18 Mos.	6 Mos.	\$530.00	\$72.50	\$522.50	\$74.50
24 Mos.	6 Mos.	\$615.50	\$85.50	\$608.00	\$85.50
30 Mos.	6 Mos.	\$715.00	\$99.50	\$707.50	\$99.50
36 Mos.	6 Mos.	\$828.50	\$113.50	\$823.50	\$116.00
42 Mos.	6 Mos.	\$962.00	\$133.50	\$959.00	\$135.50
48 Mos. (Maximum)		\$1,116.50	\$154.50	\$1,116.50	\$157.50
PENSION BAND		114		114	

TABLE: 21

EFFECTIVE AUGUST 03, 2008

DISPLAY MECHANIC

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGH (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$374.50		\$367.50	
6 Mos.	6 Mos.	\$420.00	\$45.50	\$412.50	\$45.00
12 Mos.	6 Mos.	\$472.00	\$52.00	\$464.00	\$51.50
18 Mos.	6 Mos.	\$529.00	\$57.00	\$521.50	\$57.50
24 Mos.	6 Mos.	\$594.00	\$65.00	\$586.00	\$64.50
30 Mos.	6 Mos.	\$665.50	\$71.50	\$658.50	\$72.50
36 Mos.	6 Mos.	\$747.00	\$81.50	\$739.50	\$81.00
42 Mos.	6 Mos.	\$837.50	\$90.50	\$831.00	\$91.50
48 Mos.	6 Mos.	\$940.00	\$102.50	\$934.00	\$103.00
54 Mos.	6 Mos.	\$1,053.00	\$113.00	\$1,051.50	\$117.50
60 Mos. (Maximum)		\$1,181.50	\$128.50	\$1,181.50	\$130.00
PENSION BAND		116		116	

ESCORT

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHES (BX, B, M, Q)	INCREASE AMOUNT
Start	6 Mos.	\$265.00	
6 Mos.	6 Mos.	\$282.00	\$17.00
12 Mos.	6 Mos.	\$338.00	\$56.00
18 Mos. (Maximum)		\$406.00	\$68.00
PENSION BAND		0	

* Start Rate Adjusted to new NY state Minimum Wage effective 1/1/2007

** Maximum rate may differ for certain Escorts as outlined in the 12/15/2005 LOA as well as the February 2007 LOA.

RETAIL SALES ASSOCIATE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHES (BX, B, M, Q)	INCREASE AMOUNT
Start	6 Mos.	\$359.50	
6 Mos.	6 Mos.	\$441.00	\$81.50
12 Mos.	6 Mos.	\$524.00	\$83.00
18 Mos.	6 Mos.	\$605.50	\$81.50
24 Mos.	6 Mos.	\$688.50	\$83.00
30 Mos.	6 Mos.	\$771.00	\$82.50
36 Mos.	6 Mos.	\$853.00	\$82.00
42 Mos.	6 Mos.	\$935.00	\$82.00
48 Mos. (Maximum)		\$1,017.50	\$82.50
PENSION BAND		115	

REPORTS & RECORDS ASSOCIATE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHES (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$353.50		\$335.00	
6 Mos.	6 Mos.	\$451.50	\$98.00	\$429.50	\$94.50
12 Mos.	6 Mos.	\$550.50	\$99.00	\$528.00	\$98.50
18 Mos.	6 Mos.	\$648.50	\$98.00	\$626.50	\$98.50
24 Mos.	6 Mos.	\$747.00	\$98.50	\$727.00	\$100.50
30 Mos.	6 Mos.	\$845.00	\$98.00	\$828.00	\$101.00
36 Mos.	6 Mos.	\$943.00	\$98.00	\$931.50	\$103.50
42 Mos.	6 Mos.	\$1,042.50	\$99.50	\$1,035.00	\$103.50
48 Mos. (Maximum)		\$1,140.00	\$97.50	\$1,140.00	\$105.00
PENSION BAND		115		115	

**1105
EFFECTIVE AUGUST 2, 2009
WAGES**

3.50% Wage increase applied to all steps

TABLE 1**EFFECTIVE AUGUST 2, 2009****OFFICE ASSISTANT**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHGS (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$328.00		\$322.00	
6 Mos.	6 Mos.	\$375.00	\$47.00	\$368.00	\$46.00
12 Mos.	6 Mos.	\$429.50	\$54.50	\$422.00	\$54.00
18 Mos.	6 Mos.	\$490.50	\$61.00	\$483.00	\$61.00
24 Mos.	6 Mos.	\$559.00	\$68.50	\$553.50	\$70.50
30 Mos.	6 Mos.	\$639.50	\$80.50	\$634.00	\$80.50
36 Mos.	6 Mos.	\$729.50	\$90.00	\$726.50	\$92.50
42 Mos.	6 Mos.	\$833.00	\$103.50	\$831.50	\$105.00
48 Mos. (Maximum)		\$951.50	\$118.50	\$951.50	\$120.00
PENSION BAND		108		108	

TABLE 2

EFFECTIVE AUGUST 2, 2009

ADMINISTRATIVE ASSISTANT

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHHS (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$328.00		\$322.00	
6 Mos.	6 Mos.	\$376.50	\$48.50	\$370.50	\$48.50
12 Mos.	6 Mos.	\$432.00	\$55.50	\$425.00	\$54.50
18 Mos.	6 Mos.	\$496.00	\$64.00	\$490.50	\$65.50
24 Mos.	6 Mos.	\$569.50	\$73.50	\$561.50	\$71.00
30 Mos.	6 Mos.	\$652.50	\$83.00	\$646.50	\$85.00
36 Mos.	6 Mos.	\$747.50	\$95.00	\$743.50	\$97.00
42 Mos.	6 Mos.	\$857.50	\$110.00	\$856.00	\$112.50
48 Mos. (Maximum)		\$983.50	\$126.00	\$983.50	\$127.50
PENSION BAND		109		109	

TABLE 3**EFFECTIVE AUGUST 2, 2009****SENIOR ADMINISTRATIVE ASSISTANT**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHGS (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$328.50		\$322.50	
6 Mos.	6 Mos.	\$379.00	\$50.50	\$372.00	\$49.50
12 Mos.	6 Mos.	\$437.00	\$58.00	\$430.50	\$58.50
18 Mos.	6 Mos.	\$502.50	\$65.50	\$496.50	\$66.00
24 Mos.	6 Mos.	\$578.50	\$76.00	\$573.00	\$76.50
30 Mos.	6 Mos.	\$666.50	\$88.00	\$661.50	\$88.50
36 Mos.	6 Mos.	\$768.00	\$101.50	\$763.50	\$102.00
42 Mos.	6 Mos.	\$884.00	\$116.00	\$881.50	\$118.00
48 Mos. (Maximum)		\$1,018.00	\$134.00	\$1,018.00	\$136.50
PENSION BAND		110		110	

TABLE 4

EFFECTIVE AUGUST 2, 2009

SPECIAL ASSISTANT

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHGS (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$328.00		\$322.00	
6 Mos.	6 Mos.	\$380.50	\$52.50	\$373.00	\$51.00
12 Mos.	6 Mos.	\$438.50	\$58.00	\$432.00	\$59.00
18 Mos.	6 Mos.	\$508.00	\$69.50	\$500.50	\$68.50
24 Mos.	6 Mos.	\$587.00	\$79.00	\$580.00	\$79.50
30 Mos.	6 Mos.	\$678.50	\$91.50	\$673.00	\$93.00
36 Mos.	6 Mos.	\$784.00	\$105.50	\$779.50	\$106.50
42 Mos.	6 Mos.	\$905.50	\$121.50	\$903.00	\$123.50
48 Mos. (Maximum)		\$1,048.00	\$142.50	\$1,048.00	\$145.00
PENSION BAND		111		111	

TABLE: 5**EFFECTIVE AUGUST 2, 2009****SENIOR SPECIAL ASSISTANT**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHGS (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$328.00		\$322.00	
6 Mos.	6 Mos.	\$381.50	\$53.50	\$374.50	\$52.50
12 Mos.	6 Mos.	\$442.50	\$61.00	\$434.50	\$60.00
18 Mos.	6 Mos.	\$512.50	\$70.00	\$507.00	\$72.50
24 Mos.	6 Mos.	\$595.00	\$82.50	\$590.00	\$83.00
30 Mos.	6 Mos.	\$691.00	\$96.00	\$685.00	\$95.00
36 Mos.	6 Mos.	\$802.00	\$111.00	\$798.00	\$113.00
42 Mos.	6 Mos.	\$930.00	\$128.00	\$927.50	\$129.50
48 Mos. (Maximum)		\$1,079.50	\$149.50	\$1,079.50	\$152.00
PENSION BAND		112		112	

TABLE 6

EFFECTIVE AUGUST 2, 2009

SPECIAL ASSOCIATE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGH (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$351.00		\$346.50	
6 Mos.	6 Mos.	\$406.00	\$55.00	\$401.50	\$55.00
12 Mos.	6 Mos.	\$470.00	\$64.00	\$466.50	\$65.00
18 Mos.	6 Mos.	\$545.00	\$75.00	\$541.50	\$75.00
24 Mos.	6 Mos.	\$631.00	\$86.00	\$626.50	\$85.00
30 Mos.	6 Mos.	\$730.00	\$99.00	\$727.50	\$101.00
36 Mos.	6 Mos.	\$845.50	\$115.50	\$843.50	\$116.00
42 Mos.	6 Mos.	\$979.00	\$133.50	\$977.50	\$134.00
48 Mos. (Maximum)		\$1,132.50	\$153.50	\$1,132.50	\$155.00
PENSION BAND		114		114	

TABLE 7

EFFECTIVE AUGUST 2, 2009

REPRODUCTION PHOTOGRAPHER

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHHS (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$342.50		\$336.00	
3 Mos.	6 Mos.	\$367.00	\$24.50	\$360.50	\$24.50
8 Mos.	6 Mos.	\$412.50	\$45.50	\$407.50	\$47.00
13 Mos.	6 Mos.	\$463.50	\$51.00	\$459.00	\$51.50
18 Mos.	6 Mos.	\$522.50	\$59.00	\$516.00	\$57.00
24 Mos.	6 Mos.	\$601.50	\$79.00	\$595.50	\$79.50
30 Mos.	6 Mos.	\$692.50	\$91.00	\$686.50	\$91.00
36 Mos.	6 Mos.	\$796.50	\$104.00	\$793.50	\$107.00
42 Mos.	6 Mos.	\$917.50	\$121.00	\$916.00	\$122.50
48 Mos. (Maximum)		\$1,057.50	\$140.00	\$1,057.50	\$141.50
PENSION BAND		111		111	

TABLE 8

EFFECTIVE AUGUST 2, 2009

SENIOR PHOTOGRAPHER

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGH (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$396.00		\$387.00	
6 Mos.	6 Mos.	\$445.50	\$49.50	\$438.00	\$51.00
12 Mos.	6 Mos.	\$502.50	\$57.00	\$494.50	\$56.50
18 Mos.	6 Mos.	\$567.50	\$65.00	\$558.00	\$63.50
24 Mos.	6 Mos.	\$638.50	\$71.00	\$630.50	\$72.50
30 Mos.	6 Mos.	\$719.00	\$80.50	\$711.50	\$81.00
36 Mos.	6 Mos.	\$810.00	\$91.00	\$804.00	\$92.50
42 Mos.	6 Mos.	\$915.00	\$105.00	\$908.50	\$104.50
48 Mos.	6 Mos.	\$1,031.00	\$116.00	\$1,026.50	\$118.00
54 Mos.	6 Mos.	\$1,162.00	\$131.00	\$1,159.50	\$133.00
60 Mos. (Maximum)		\$1,310.00	\$148.00	\$1,310.00	\$150.50
PENSION BAND		119		119	

TABLE 9

EFFECTIVE AUGUST 2, 2009

DRAFTER

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHES (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$352.00		\$349.00	
6 Mos.	6 Mos.	\$406.00	\$54.00	\$403.50	\$54.50
12 Mos.	6 Mos.	\$467.00	\$61.00	\$463.50	\$60.00
18 Mos.	6 Mos.	\$537.50	\$70.50	\$533.50	\$70.00
24 Mos.	6 Mos.	\$619.50	\$82.00	\$617.50	\$84.00
30 Mos.	6 Mos.	\$714.00	\$94.50	\$711.00	\$93.50
36 Mos.	6 Mos.	\$822.50	\$108.50	\$820.00	\$109.00
42 Mos.	6 Mos.	\$947.00	\$124.50	\$946.00	\$126.00
48 Mos. (Maximum)		\$1,090.50	\$143.50	\$1,090.50	\$144.50
PENSION BAND		112		112	

TABLE 10

EFFECTIVE AUGUST 2, 2009

ENGINEERING DRAFTER

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHES (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$349.00		\$345.50	
6 Mos.	6 Mos.	\$394.00	\$45.00	\$390.50	\$45.00
12 Mos.	6 Mos.	\$444.00	\$50.00	\$441.00	\$50.50
18 Mos.	6 Mos.	\$500.00	\$56.00	\$497.00	\$56.00
24 Mos.	6 Mos.	\$565.00	\$65.00	\$560.50	\$63.50
30 Mos.	6 Mos.	\$636.50	\$71.50	\$634.00	\$73.50
36 Mos.	6 Mos.	\$718.00	\$81.50	\$714.50	\$80.50
42 Mos.	6 Mos.	\$809.00	\$91.00	\$807.00	\$92.50
48 Mos.	6 Mos.	\$913.50	\$104.50	\$912.00	\$105.00
54 Mos.	6 Mos.	\$1,029.50	\$116.00	\$1,029.00	\$117.00
60 Mos. (Maximum)		\$1,161.50	\$132.00	\$1,161.50	\$132.50
PENSION BAND		114		114	

TABLE 11

EFFECTIVE AUGUST 2, 2009

SENIOR ENGINEERING DRAFTER

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHHS (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$367.50		\$355.50	
6 Mos.	6 Mos.	\$418.00	\$50.50	\$407.50	\$52.00
12 Mos.	6 Mos.	\$477.50	\$59.50	\$464.50	\$57.00
18 Mos.	6 Mos.	\$544.00	\$66.50	\$531.00	\$66.50
24 Mos.	6 Mos.	\$619.50	\$75.50	\$607.50	\$76.50
30 Mos.	6 Mos.	\$706.50	\$87.00	\$694.50	\$87.00
36 Mos.	6 Mos.	\$804.00	\$97.50	\$793.50	\$99.00
42 Mos.	6 Mos.	\$916.50	\$112.50	\$907.00	\$113.50
48 Mos.	6 Mos.	\$1,043.00	\$126.50	\$1,037.50	\$130.50
54 Mos.	6 Mos.	\$1,189.00	\$146.00	\$1,185.00	\$147.50
60 Mos. (Maximum)		\$1,355.00	\$166.00	\$1,355.00	\$170.00
PENSION BAND		121		121	

REPRESENTATIVE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHES (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$399.00		\$378.50	
6 Mos.	6 Mos.	\$460.00	\$61.00	\$437.50	\$59.00
12 Mos.	6 Mos.	\$528.00	\$68.00	\$507.00	\$69.50
18 Mos.	6 Mos.	\$606.50	\$78.50	\$587.00	\$80.00
24 Mos.	6 Mos.	\$696.50	\$90.00	\$678.50	\$91.50
30 Mos.	6 Mos.	\$801.50	\$105.00	\$785.50	\$107.00
36 Mos.	6 Mos.	\$920.50	\$119.00	\$909.00	\$123.50
42 Mos.	6 Mos.	\$1,058.50	\$138.00	\$1,051.50	\$142.50
48 Mos. (Maximum)		\$1,217.00	\$158.50	\$1,217.00	\$165.50
PENSION BAND		118		118	

TABLE: 13

EFFECTIVE AUGUST 2, 2009

COMMERCIAL REPRESENTATIVE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHES (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$406.00		\$384.00	
6 Mos.	6 Mos.	\$453.50	\$47.50	\$431.00	\$47.00
12 Mos.	6 Mos.	\$505.00	\$51.50	\$483.00	\$52.00
18 Mos.	6 Mos.	\$562.00	\$57.00	\$543.00	\$60.00
24 Mos.	6 Mos.	\$629.00	\$67.00	\$608.00	\$65.00
30 Mos.	6 Mos.	\$700.50	\$71.50	\$681.50	\$73.50
36 Mos.	6 Mos.	\$782.00	\$81.50	\$764.00	\$82.50
42 Mos.	6 Mos.	\$872.00	\$90.00	\$857.00	\$93.00
48 Mos.	6 Mos.	\$973.00	\$101.00	\$962.00	\$105.00
54 Mos.	6 Mos.	\$1,084.50	\$111.50	\$1,079.00	\$117.00
60 Mos. (Maximum)		\$1,210.50	\$126.00	\$1,210.50	\$131.50
PENSION BAND		116		116	

TABLE 14

EFFECTIVE AUGUST 2, 2009

PRESIDENT'S HELP LINE REPRESENTATIVE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHES (BX, B, M, Q)	INCREASE AMOUNT
Start	6 Mos.	\$383.50	
6 Mos.	6 Mos.	\$445.00	\$61.50
12 Mos.	6 Mos.	\$516.00	\$71.00
18 Mos.	6 Mos.	\$598.50	\$82.50
24 Mos.	6 Mos.	\$696.00	\$97.50
30 Mos.	6 Mos.	\$807.50	\$111.50
36 Mos.	6 Mos.	\$936.50	\$129.00
42 Mos.	6 Mos.	\$1,088.00	\$151.50
48 Mos. (Maximum)		\$1,262.00	\$174.00
PENSION BAND		118	

TABLE: 15**EFFECTIVE AUGUST 2, 2009****TELEPHONE SALES REPRESENTATIVE**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHES (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$383.50		\$363.50	
6 Mos.	6 Mos.	\$446.50	\$63.00	\$428.50	\$65.00
12 Mos.	6 Mos.	\$522.50	\$76.00	\$502.00	\$73.50
18 Mos.	6 Mos.	\$609.50	\$87.00	\$590.00	\$88.00
24 Mos.	6 Mos.	\$710.50	\$101.00	\$692.50	\$102.50
30 Mos.	6 Mos.	\$829.50	\$119.00	\$812.50	\$120.00
36 Mos.	6 Mos.	\$966.50	\$137.00	\$955.50	\$143.00
42 Mos.	6 Mos.	\$1,128.50	\$162.00	\$1,122.00	\$166.50
48 Mos. (Maximum)		\$1,317.00	\$188.50	\$1,317.00	\$195.00
PENSION BAND		120		120	

TABLE: 16

EFFECTIVE AUGUST 2, 2009

SPECIAL REPRESENTATIVE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGH (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$410.00		\$393.00	
6 Mos.	6 Mos.	\$465.50	\$55.50	\$447.00	\$54.00
12 Mos.	6 Mos.	\$529.00	\$63.50	\$511.00	\$64.00
18 Mos.	6 Mos.	\$600.00	\$71.00	\$582.50	\$71.50
24 Mos.	6 Mos.	\$682.50	\$82.50	\$665.00	\$82.50
30 Mos.	6 Mos.	\$775.00	\$92.50	\$758.50	\$93.50
36 Mos.	6 Mos.	\$879.00	\$104.00	\$866.00	\$107.50
42 Mos.	6 Mos.	\$1,000.50	\$121.50	\$986.50	\$120.50
48 Mos.	6 Mos.	\$1,134.50	\$134.00	\$1,125.50	\$139.00
54 Mos.	6 Mos.	\$1,289.50	\$155.00	\$1,284.00	\$158.50
60 Mos. (Maximum)		\$1,465.00	\$175.50	\$1,465.00	\$181.00
PENSION BAND		124		124	

REPAIR SERVICE EVALUATOR

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHHS (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$338.50		\$332.00	
6 Mos.	6 Mos.	\$390.50	\$52.00	\$384.00	\$52.00
12 Mos.	6 Mos.	\$449.50	\$59.00	\$444.00	\$60.00
18 Mos.	6 Mos.	\$519.00	\$69.50	\$512.50	\$68.50
24 Mos.	6 Mos.	\$597.50	\$78.50	\$593.00	\$80.50
30 Mos.	6 Mos.	\$690.00	\$92.50	\$684.50	\$91.50
36 Mos.	6 Mos.	\$794.50	\$104.50	\$791.50	\$107.00
42 Mos.	6 Mos.	\$917.00	\$122.50	\$915.50	\$124.00
48 Mos. (Maximum)		\$1,057.50	\$140.50	\$1,057.50	\$142.00
PENSION BAND		111		111	

TABLE: 18

EFFECTIVE AUGUST 2, 2009

LABORATORY ASSISTANT, MEDICAL TECHNICIAN

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHHS (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$372.00		\$368.00	
6 Mos.	6 Mos.	\$425.00	\$53.00	\$421.00	\$53.00
12 Mos.	6 Mos.	\$484.50	\$59.50	\$482.00	\$61.00
18 Mos.	6 Mos.	\$554.00	\$69.50	\$551.00	\$69.00
24 Mos.	6 Mos.	\$633.50	\$79.50	\$630.00	\$79.00
30 Mos.	6 Mos.	\$723.00	\$89.50	\$719.00	\$89.00
36 Mos.	6 Mos.	\$825.50	\$102.50	\$823.00	\$104.00
42 Mos.	6 Mos.	\$942.50	\$117.00	\$941.50	\$118.50
48 Mos. (Maximum)		\$1,075.50	\$133.00	\$1,075.50	\$134.00
PENSION BAND		112		112	

TABLE: 19**EFFECTIVE AUGUST 2, 2009****BENEFITS COORDINATOR, SUPPLIES COORDINATOR**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHES (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$346.00		\$342.50	
6 Mos.	6 Mos.	\$400.50	\$54.50	\$396.50	\$54.00
12 Mos.	6 Mos.	\$463.50	\$63.00	\$460.00	\$63.50
18 Mos.	6 Mos.	\$536.50	\$73.00	\$531.50	\$71.50
24 Mos.	6 Mos.	\$620.50	\$84.00	\$617.50	\$86.00
30 Mos.	6 Mos.	\$718.50	\$98.00	\$715.50	\$98.00
36 Mos.	6 Mos.	\$831.50	\$113.00	\$829.00	\$113.50
42 Mos.	6 Mos.	\$962.50	\$131.00	\$961.00	\$132.00
48 Mos. (Maximum)		\$1,113.50	\$151.00	\$1,113.50	\$152.50
PENSION BAND		113		113	

WAGE TABLE: 20**EFFECTIVE AUGUST 2, 2009****COIN BOX SEALER, COIN TELEPHONE COLLECTOR**

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGH (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$351.00		\$343.00	
6 Mos.	6 Mos.	\$408.00	\$57.00	\$399.00	\$56.00
12 Mos.	6 Mos.	\$473.50	\$65.50	\$463.50	\$64.50
18 Mos.	6 Mos.	\$548.50	\$75.00	\$541.00	\$77.50
24 Mos.	6 Mos.	\$637.00	\$88.50	\$629.50	\$88.50
30 Mos.	6 Mos.	\$740.00	\$103.00	\$732.50	\$103.00
36 Mos.	6 Mos.	\$857.50	\$117.50	\$852.50	\$120.00
42 Mos.	6 Mos.	\$995.50	\$138.00	\$992.50	\$140.00
48 Mos. (Maximum)		\$1,155.50	\$160.00	\$1,155.50	\$163.00
PENSION BAND		114		114	

TABLE: 21

EFFECTIVE AUGUST 2, 2009

DISPLAY MECHANIC

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHES (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$387.50		\$380.50	
6 Mos.	6 Mos.	\$434.50	\$47.00	\$427.00	\$46.50
12 Mos.	6 Mos.	\$488.50	\$54.00	\$480.00	\$53.00
18 Mos.	6 Mos.	\$547.50	\$59.00	\$540.00	\$60.00
24 Mos.	6 Mos.	\$615.00	\$67.50	\$606.50	\$66.50
30 Mos.	6 Mos.	\$689.00	\$74.00	\$681.50	\$75.00
36 Mos.	6 Mos.	\$773.00	\$84.00	\$765.50	\$84.00
42 Mos.	6 Mos.	\$867.00	\$94.00	\$860.00	\$94.50
48 Mos.	6 Mos.	\$973.00	\$106.00	\$966.50	\$106.50
54 Mos.	6 Mos.	\$1,090.00	\$117.00	\$1,088.50	\$122.00
60 Mos. (Maximum)		\$1,223.00	\$133.00	\$1,223.00	\$134.50
PENSION BAND			116		116

ESCORT

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHHS (BX, B, M, Q)	INCREASE AMOUNT
Start	6 Mos.	\$274.50	
6 Mos.	6 Mos.	\$292.00	\$17.50
12 Mos.	6 Mos.	\$350.00	\$58.00
18 Mos. (Maximum)		\$420.00	\$70.00
PENSION BAND		0	

** Maximum rate may differ for certain Escorts as outlined in the 12/15/2005 LOA as well as the February 2007 LOA.

RETAIL SALES ASSOCIATE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGHGS (BX, B, M, Q)	INCREASE AMOUNT
Start	6 Mos.	\$372.00	
6 Mos.	6 Mos.	\$456.50	\$84.50
12 Mos.	6 Mos.	\$542.50	\$86.00
18 Mos.	6 Mos.	\$626.50	\$84.00
24 Mos.	6 Mos.	\$712.50	\$86.00
30 Mos.	6 Mos.	\$798.00	\$85.50
36 Mos.	6 Mos.	\$883.00	\$85.00
42 Mos.	6 Mos.	\$967.50	\$84.50
48 Mos. (Maximum)		\$1,053.00	\$85.50
PENSION BAND		115	

TABLE: 63

EFFECTIVE AUGUST 2, 2009

REPORTS & RECORDS ASSOCIATE

WAGE STEP	NEXT INCREASE INTERVAL	ZONE1 4BOROUGH (BX, B, M, Q)	INCREASE AMOUNT	ZONE1 REM ZONE 1	INCREASE AMOUNT
Start	6 Mos.	\$366.00		\$346.50	
6 Mos.	6 Mos.	\$467.50	\$101.50	\$444.50	\$98.00
12 Mos.	6 Mos.	\$570.00	\$102.50	\$546.50	\$102.00
18 Mos.	6 Mos.	\$671.00	\$101.00	\$648.50	\$102.00
24 Mos.	6 Mos.	\$773.00	\$102.00	\$752.50	\$104.00
30 Mos.	6 Mos.	\$874.50	\$101.50	\$857.00	\$104.50
36 Mos.	6 Mos.	\$976.00	\$101.50	\$964.00	\$107.00
42 Mos.	6 Mos.	\$1,079.00	\$103.00	\$1,071.00	\$107.00
48 Mos. (Maximum)		\$1,180.00	\$101.00	\$1,180.00	\$109.00
PENSION BAND		115		115	

APPENDIX A PROMOTIONAL INCREASES

A promotional increase of \$5.00 per week shall be granted in all cases of promotion except in the following cases:

<u>From</u>	<u>To</u>	<u>Amount</u>
Office Assistant (Former Class I), Administrative Assistant (Former Class II) or Senior Administrative Assistant (Former Account Representative only)		
Office Assistant	Representative	\$12.00
Office Assistant	Office Assistant (former Stenographer only)	9.00
Office Assistant	Repair Service Evaluator	6.00
Representative	Commercial Representative	15.00
Representative	Special Representative	25.00
Coin Tel. Collector or Coin Box Sealer	Commercial Representative	10.00
Coin Tel. Collector or Coin Box Sealer	Special Representative	15.00
Commercial	Special	
Representative	Representative	10.00
Photographer	Senior Photographer	10.00

In no case shall the amount of promotional increase outlined above exceed the amount required to bring the employee's rate to that which the employee would have attained if engaged for the position to which promoted.

APPENDIX A RATES

No full-time employee shall be employed at a rate less than the lowest rate shown on the Wage Progression for the occupational classification and location to which the employee is assigned. However, experienced employees or employees

with unusual qualifications may be engaged at rates above the lowest rate shown in the Wage Progression for the occupational classification and location to which they are assigned.

APPENDIX B PENSION BANDS

The Pension benefit for employees retiring on or after December 4, 1989 depends upon the employee's length of service and the pension band assigned to the employee's occupational classification. The following listing shows the pension band for each title and occupational classification in the bargaining unit:

<u>TITLE AND OCCUPATIONAL CLASSIFICATION</u>	<u>PENSION BAND</u>
ADMINISTRATIVE ASSISTANT	109
COIN BOX SEALER	114
COIN TELEPHONE COLLECTOR	114
COMMERCIAL REPRESENTATIVE	116
DISPLAY MECHANIC	116
DRAFTER	112
ENGINEERING DRAFTER	114
LABORATORY ASSISTANT	112
MEDICAL TECHNICIAN	112
OFFICE ASSISTANT	108
PRESIDENT'S HELP LINE REPRESENTATIVE	118
REPAIR SERVICE EVALUATOR	111
REPRESENTATIVE	118
REPRODUCTION PHOTOGRAPHER	111
SENIOR ADMINISTRATIVE ASSISTANT	110
SENIOR ENGINEERING DRAFTER	121
SENIOR PHOTOGRAPHER	119
SENIOR SPECIAL ASSISTANT	112
SPECIAL ASSISTANT	111
SPECIAL ASSOCIATE	114
SPECIAL REPRESENTATIVE	124
SUPPLIES COORDINATOR	113
TELEPHONE SALES REPRESENTATIVE	120

APPENDIX "C" CALCULATION OF PENSION

The dollar amount for the appropriate pension band, according to the time of retirement during the contract period, is multiplied by the employee's years and months of service. When multiplied further by 12, the calculated monthly total results in the annual pension benefit amount.

MONTHLY BENEFIT TABLE FOR RETIREMENT

PB	Current	October 1 2008	October 1 2009	October 1 2010
101	\$38.31	\$39.56	\$40.94	\$42.48
102	\$39.94	\$41.24	\$42.68	\$44.28
103	\$41.61	\$42.96	\$44.46	\$46.13
104	\$43.18	\$44.58	\$46.14	\$47.87
105	\$44.79	\$46.25	\$47.87	\$49.67
106	\$46.40	\$47.91	\$49.59	\$51.45
107	\$48.06	\$49.62	\$51.36	\$53.29
108	\$49.67	\$51.28	\$53.07	\$55.06
109	\$51.31	\$52.98	\$54.83	\$56.89
110	\$52.90	\$54.62	\$56.53	\$58.65
111	\$54.53	\$56.30	\$58.27	\$60.46
112	\$56.17	\$58.00	\$60.03	\$62.28
113	\$57.76	\$59.64	\$61.73	\$64.04
114	\$59.38	\$61.31	\$63.46	\$65.84
115	\$60.97	\$62.95	\$65.15	\$67.59
116	\$62.61	\$64.64	\$66.90	\$69.41
117	\$64.23	\$66.32	\$68.64	\$71.21
118	\$65.85	\$67.99	\$70.37	\$73.01
119	\$67.47	\$69.66	\$72.10	\$74.80
120	\$69.08	\$71.33	\$73.83	\$76.60
121	\$70.68	\$72.98	\$75.53	\$78.36
122	\$72.34	\$74.69	\$77.30	\$80.20
123	\$73.93	\$76.33	\$79.00	\$81.96
124	\$75.54	\$78.00	\$80.73	\$83.76
125	\$77.16	\$79.67	\$82.46	\$85.55
126	\$78.77	\$81.33	\$84.18	\$87.34
127	\$80.40	\$83.01	\$85.92	\$89.14
128	\$82.02	\$84.69	\$87.65	\$90.94
129	\$83.65	\$86.37	\$89.39	\$92.74
130	\$85.24	\$88.01	\$91.09	\$94.51
131	\$86.91	\$89.73	\$92.87	\$96.35
132	\$88.49	\$91.37	\$94.57	\$98.12
133	\$90.11	\$93.04	\$96.30	\$99.91
134	\$91.74	\$94.72	\$98.04	\$101.72
135	\$93.30	\$96.33	\$99.70	\$103.44

APPENDIX D EMPLOYEES IN MILITARY SERVICE OR ACTIVE DUTY FOR TRAINING

Section 1. A regular employee who enters the Armed Forces of the United States for active military service shall be granted a military service leave of absence for the period of his necessary absence. Voluntary extension of military service beyond four years shall not be construed as necessary absence. A regular employee who is member of a reserve component or the organized militia of the state and enters upon active training duty for which he will receive compensation from the government will be granted a training duty leave of absence for the period of his necessary absence to participate in such training. The term "Armed Forces" as used herein shall be as defined in Section 16 of the Universal Military Training and Service Act.

Section 2. An employee, either on a military service leave of absence or a training duty leave of absence and who has reemployment rights under the law and who makes application for reinstatement within the period provided in law, will receive upon reinstatement, full service credit for the period of absence for military service or training duty.

Section 3. A military service leave of absence and a training duty leave of absence will be with eligibility to death benefits and with eligibility to sickness disability benefits at the termination of the leave if the employee is then disabled but is otherwise entitled to reinstatement all in accordance with the terms of the Benefit Plan.

In death cases occurring during a military service leave of absence or training duty leave of absence, sickness death benefits, where payable, shall be based upon the term of net credited service at the time the leave was granted, plus the elapsed time of military service leave of absence or training duty leave of absence to the date of death, and shall be computed at the rate of the company pay which the employee was receiving at the time the leave began.

Sickness disability benefits, where payable, shall be based upon the net credited service at the time the leave was granted plus the elapsed time on either a military service leave of absence or training duty leave of absence to the termination of such leave and shall be computed on the basis of Company pay, in effect at the time of the employee's reinstatement.

Section 4. An employee on a military service leave of absence shall receive payments from the Company during the period indicated below, or the period of military service, whichever is shorter.

An employee whose net credited service at the beginning of his leave is

(a) Over one (1) year payment for three (3) months.

(b) One (1) year or less payments for two (2) weeks.

Such payments will be at a rate equal to the amount by which the employee's total Company pay at the beginning of the leave exceeds his total government pay.

Upon completion of the payments provided in this Section 4, an employee who at the beginning of his leave had, and continues to have, a wife or dependent child or children under eighteen (18) years of age shall receive payments for a further period of three (3) months or the remainder of his leave for military service, whichever is shorter, at a rate equal to the amount by which his total Company pay at the beginning of his leave exceeds his total government pay.

Government pay for the purpose of this Appendix will include basic pay, pay for special or hazardous duty, and for an employee with dependents, the difference between his quarter's allowance and the quarter's allowance established for a member of the Armed Forces of equal rank without dependents.

Section 5. An employee on a training duty leave of absence will be allowed pay for only the time spent on such training duty but not to exceed the first thirteen (13) scheduled working days of such absence in any calendar year caused by a tour or tours starting in that year. Payment will be at a rate equal to the amount by which the employee's total Company pay at the beginning of the leave exceeds his total government pay. Government pay herein shall be as defined in Section 4.

Section 6. A regular employee who is a member of a reserve component or the organized militia of the state and who is ordered out for emergency service will receive a training duty leave of absence for the period of his necessary absence on account of such emergency service and will receive the pay treatment as provided in Section 5. However, if the period of emergency service should exceed thirteen (13) scheduled working days in duration, the pay treatment, if any, for such excess period shall be determined by the Company in view of the circumstances under which the services were rendered. The time spent in emergency service will not affect the employee's eligibility for treatment with respect to training duty outlined in Section 5.

Section 7. An employee who is granted a leave of absence as provided herein will receive, if appropriate, at or before the beginning of the leave a payment equivalent to the vacation pay for any unused portion of his vacation for the current year.

Section 8. An employee who receives a notice to report to the Armed Forces, for active service or training duty, shall immediately present such notice to his supervisor.

TUITION REIMBURSEMENT PLAN

Management will provide a Tuition Reimbursement Plan, herein called the Plan, in accordance with the terms and conditions as set forth herein.

- A. The purpose of the Plan is to encourage self development among our employees by providing financial assistance for the furtherance of their education voluntarily by study during off-duty hours. Nothing in this Plan obligates the Company to adjust working schedules, assignments or grant leaves of absence to permit an employee to participate.
- B. To qualify for tuition reimbursement under the Plan the courses taken are limited to those given by the following types of educational institutions:
 - (1) Two-and four-year and graduate colleges properly accredited by the Middle States Association or regional association having jurisdiction.
 - (2) Two-and four-year and graduate colleges and technical institutes accredited by the Board of Regents of the State of New York.
 - (3) Other institutions of learning which are approved by the Tuition Reimbursement Committee.
 - (4) Courses that are given by extension divisions of accredited colleges and universities under subparagraphs (1) and (2) above.
 - (5) Institutions or organizations with which the Company has contractual agreements.
- C. Excluded from the coverage of the Plan are courses given at the following institutions: high schools, trade schools, business schools and specialty schools, such as, but not limited to, computer operations, data processing and air-conditioning.

- D. To qualify for tuition reimbursement under the Plan the courses which are taken for credit, although not necessarily leading to a degree, must be in the following general fields:
- (1) Liberal arts including education, fine arts, music, languages and other similar areas of concentration.
 - (2) Business, including accounting, and other similar areas of concentration.
 - (3) Mathematics, physical sciences, engineering, journalism or law.
 - (4) Social sciences, including psychology, philosophy and other similar areas of concentration.
 - (5) Medicine or dentistry for those employees of the Company who specialize in their employment with the Company in these fields.
- E. Excluded from the coverage of the Plan are courses given in the following general fields: physical education, recreational activities, hobbies, handcrafts, home economics and other similar areas of concentration.
- F. Courses taken on a non-credit basis in any of the institutions mentioned in Paragraph B., in order to qualify for reimbursement under the Plan, must relate directly to the employee's work.
- G. Correspondence courses taken at the institutions mentioned in Paragraph B, shall qualify for reimbursement only when taken on a credit basis.
- H. Developmental Studies courses designed specifically to aid educationally disadvantaged employees and taught only by institutions or organizations with which the Company has contractual agreements to prepay 75% of tuition are included in this Plan.
- I. License refresher course tuition and initial license fees will be reimbursed at 100% for those professionals who are required or encouraged to hold a professional license as part of their job duties.
- J. Employees who are eligible for tuition reimbursement are all regular full-time and part-time employees whose workweek averages at least one-half the normal workweek throughout the semester and who

have been on the payroll from the start of the course to its completion. Those who are employed on a part-time basis at any time during a school semester will be reimbursed for tuition in accordance with the part-time schedule.

Employees who are on leaves of absence or who are absent from work due to sickness or accident for an extended period of time during the semester shall not be eligible for coverage under this Plan.

K. Reimbursement:

The Company will consider tuition to include general enrollment, laboratory and registration fees.

I Tuition reimbursement will be made in accordance with the following schedule:

- (1) Regular full-time employee
 - tuition expense in a school year100%
 - maximum payment.....\$ NONE
- (2) Regular part-time employee
 - first \$600 of tuition expense in a school year35%
 - tuition expense above \$60050%
 - maximum payment —.....\$1,000

II Employees taking Developmental Studies receive financial assistance as follows:

75% of tuition costs, paid directly to the schools with which the Company has contractual agreement, for studies which have been approved prior to registration. (The employee must pay the remaining 25% of tuition at registration.)

25% of tuition costs (the amount paid at registration) will be reimbursed upon successful completion of the course.

III Employees who are required or encouraged to hold a professional license as part of their job duties will be reimbursed as follows:

- License refresher course tuition — 100%
- Initial license fee — 100%

L. As conditions precedent to obtaining reimbursement under this Plan the following steps must be taken by the employee:

- (1) Application must be made through the employee's usual channel of supervision no later than thirty days after commencement of the course. In order to obtain a prior determination, the application must be filed at least four weeks prior to the commencement of the course.
 - (2) Within sixty days after completion of the course the employee must file a certificate indicating satisfactory completion and the amount of tuition paid for the courses attested to by a responsible official of the school.
 - (3) All applications require the approval of the Tuition Reimbursement Committee.
 - (4) For courses taken under paragraphs F and I above, the employee's supervisor must submit a job Relevancy Certificate verifying that the course relates to the job.
- M. The administration of the Plan will remain with Management.
- The Plan shall be administered under the direction of a Tuition Reimbursement Committee made up of representatives of the Vice President Human Resources. The Committee is responsible for approving courses and schools, and will be concerned with such other matters as may be involved in the operation and application of the Plan.
- N. There shall be no reimbursement nor payments made to or for any employee who has received reimbursement for tuition under any other plan or program of education assistance. Amounts received by the employee for tuition from such other plans or programs shall be deducted before computing tuition obligations under the Company's Plan. Payments received by an employee under the Veteran's Education Assistance Program shall not be regarded as payment for tuition from any other plan or program within the meaning of this paragraph.
- O. I. Effective August 1, 1993, the Company will prepay the employee's tuition expense as defined in the Reimbursement Section of this plan.
- II. Regular part-time employees working a minimum of 17 hours per week will be covered for 50 percent of tuition expense with no maximum payment.

J. R. Gunsalus
Division Manager
Manhattan-Bronx Res. Svc.

August 23, 1983

Mr. Vincent Messina, President
The Union of Telephone Workers
875 Avenue of the Americas, Room 401
New York, New York 10001

Dear Mr. Messina:

Recognizing that rapid changes are occurring and will continue to occur in the information and telecommunications businesses, the parties express their intent that a forum of common interest will be established in the Company for the following purposes:

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

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

It is the intent that such forum support the collective bargaining process, the established contractual dispute resolution procedures, and the existing joint union management committees.

Very truly yours,
James R. Gunsalus
11/14/83

AGREED:

THE UNION OF TELEPHONE WORKERS

By: Vincent Messina
President

Dated November 14, 1983

J. R. Gunsalus
Division Manager
Manhattan-Bronx Res. Svc.

August 23, 1983

Mr. Vincent Messina, President
The Union of Telephone Workers
875 Avenue of the Americas, Room 401
New York, New York 10001

Dear Mr. Messina:

Pursuant to Mr. Reed's letter, dated August 21, 1983 to Mr. Shaughnessey, New York Telephone Company, after divestiture will continue to give the fullest consideration to former Bell System employees (or former employees of companies which were once in the Bell System) who apply for employment with them for the life of this Agreement.

Very truly yours,
James R. Gunsalus

J. R. Gunsalus
Division Manager
Residence Services, Manhattan

August 18, 1986

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Mr. Baxter:

This is to confirm our understanding that notwithstanding the provisions of Article 30 (Classification and Treatment of Part-Time Employees) of the Collective Bargaining Agreement between the New York Telephone Company and the NYNEX Service Company, and the Union, effective August 10, 1986, regular employees who were on the active payroll of the Company as of December 31, 1980, and who work part-time on or after January 1, 1981 shall thereafter continue, during the current term of employment, to receive payments for the benefits and other items listed in Article 30 (Classification and Treatment of Part-Time Employees) of the Collective Bargaining Agreement, on the same basis as was applicable to a part-time employee on December 31, 1980.

Very truly yours,

James R. Gunsalus

AGREED:

COMMUNICATIONS WORKERS OF AMERICA

By Edward Baxter
International Representative

Dated: August 18, 1986

J. R. Gunsalus
Division Manager
Residence Services, Manhattan

August 18, 1986

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street
New York, New York 10005

Re: Commercial, Downstate New York Bargaining Unit

Dear Mr. Baxter:

This will confirm our agreement that the Local Union shall be notified in writing at least thirty (30) days prior to the expiration of an employee's maximum period of sickness disability benefits under the "Sickness and Accident Disability Benefit Plan." Failure to give such notice shall not, however, affect the expiration of such benefits.

Very truly yours,
James R. Gunsalus

J. R. Gunsalus
Division Manager
Residence Services, Manhattan

August 18, 1986

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Mr. Baxter:

This will confirm our agreement that the Memorandum of Understanding regarding the Upgrade and Transfer Plan will also apply to the NYNEX Service Company.

Very truly yours,
James R. Gunsalus

AGREED:

COMMUNICATIONS WORKERS OF AMERICA

By Edward Baxter
International Representative

Dated: August 18, 1986

J. R. Gunsalus
Division Manager
Residence Services, Manhattan

August 18, 1986

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street
New York, New York 10005

Re: Commercial, Downstate New York Bargaining Unit

Dear Mr. Baxter:

This is to confirm the Company's present intention to give consideration to the Priority Consideration File and the UTP Master Alphabetical File under the UTP before hiring new employees. The Company's determination of whether to hire a new employee shall be conclusive.

No issue or dispute arising out of or involving this letter is arbitrable.

Very truly yours,

James R. Gunsalus

J. R. Gunsalus
Division Manager
Residence Services, Manhattan

August 18, 1986

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street
New York, New York 10005

Re: Commercial, Downstate New York Bargaining Unit

Dear Mr. Baxter:

During recent negotiations, we had talked about contracting out work and the increasing concern of employees as to its effect on them.

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

As I advised you, it continues to be the general policy of the Company that traditional telephone work will not be contracted out if it will currently and directly cause layoffs or part-timing of employees.

Very truly yours,
James R. Gunsalus

J. R. Gunsalus
Division Manager
Residence Services, Manhattan

August 18, 1986

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Mr. Baxter:

In appraising an employee's sales performance, when comparing results to objectives, management will consider any significant periods of time the employee was not on the job and therefore did not have the opportunity to sell. Examples would include long-term absences, special project assignments, joint conference time, temporary transfer to non-selling jobs, longer vacation entitlement or other mitigating factors.

Very truly yours,
James R. Gunsalus

J. R. Gunsalus
Division Manager
Residence Services, Manhattan

August 18, 1986

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street
New York, New York 10005

Re: Commercial, Downstate New York
Bargaining Unit — Summer Vacations

Dear Mr. Baxter:

This is to inform you that it is the company's present intention that consistent with the needs of the business, the Company will endeavor to maximize the number of summer vacation weeks available to employees in all work locations. The Company's determinations in this regard are conclusive.

Very truly yours,
James R. Gunsalus

J. R. Gunsalus
Division Manager
Residence Services, Manhattan

August 18, 1986

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Mr. Baxter:

This is to confirm the Company's present intention with regard to the distribution of Saturday overtime.

Saturday overtime has been defined as all time worked on a Saturday beyond the 35 hours, actually worked, of the Basic Work Week. As you know, currently, additional money is paid for this Saturday overtime work.

On a local basis, management will fairly distribute Saturday overtime. That is, to the best of management's ability to do so, the Company will attempt to distribute Saturday overtime equitably among the employees. However, in order to meet the needs of the business, in selecting individuals for Saturday overtime assignments, the Company will continue to consider the following: skills, availability, familiarity of job tasks, continuity of assignment and customer requests.

Locally, management will maintain lists of employees by net credited service date and, within the previously mentioned guidelines, will attempt to distribute Saturday overtime equitably.

Very truly yours,
James R. Gunsalus

J. R. Gunsalus
Division Manager
Residence Services, Manhattan

August 18, 1986

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street
New York, New York 10005

Re: Commercial, Downstate New York
Bargaining — Escorts

Dear Mr. Baxter:

This is to inform you that it is the Company's present intention to act in accordance with the Company's usual procedures in determining whether or not to provide employees in certain titles with escorts in certain work locations. However, the Company will not unreasonably withhold the provision of escorts. The Company's determinations pursuant to this letter are conclusive.

Very truly yours,
James R. Gunsalus

J. R. Gunsalus
Division Manager
Residence Services, Manhattan

August 18, 1986

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street
New York, New York 10005

Re: Commercial, Downstate New York
Bargaining Unit

Dear Mr. Baxter:

This letter confirms that the Company will conduct two (2) fire drills each year. If, without prior notification to management, the fire alarm sounds, employees will be evacuated from the building in accordance with local fire regulations.

Very truly yours,
James R. Gunsalus

ARNOLD J. ECKELMAN
Group Vice President

September 14, 1991

Mr. Michael Ash
Area Director
Communications Workers of America
16 Computer Drive
Albany, New York 12205

Dear Mr. Ash:

The Company and the Union recognize the importance of maximizing the number of employees on the job. The parties further recognize that a variety of factors contribute to absence, and that no single approach can effectively address the parties' concerns in this area.

In support of their mutual desire to promote good attendance, the Company and the Union will create a Joint Attendance Committee, to be co-chaired by a Manager at the General Manager level and the Area Director of the Union. The Committee will explore the factors that contribute to employee absence, and will mutually seek appropriate solutions. In this connection, the Committee will explore issues relating to employee health, work environment, the absence control program, third medical opinion, and others.

The Committee will meet at times and places as mutually agreed, and will issue a report of its recommendations by January 15, 1992. Recommended changes in the Third Medical Opinion letter that presently exists in some collective bargaining agreements, if accepted by the parties, shall then be embodied into a new Third Medical Opinion letter and incorporated into all collective bargaining agreements.

Very truly yours,
A. J. ECKELMAN
Group Vice President

AGREED:

COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO

By: Michael Ash
Area Director

Dated: 9/14/91

ARNOLD J. ECKELMAN
Group Vice President

September 14, 1991

Mr. Michael Ash
Area Director
Communications Workers of America
16 Computer Drive
Albany, New York 12205

Dear Mr. Ash:

The Company recognizes that the Joint Contracting Committee Meetings held between June 1990 and March 1991 were meaningful, productive and consistent with the spirit of reducing the level of contracting. We therefore reaffirm our commitment to implement all agreements or understandings which resulted from those Joint Contracting Committee discussions.

In addition, the Company agrees to return all splicing work to bargaining unit employees by September 1, 1992. The Company also agrees to conduct a trial within a Manhattan Central Office utilizing New York Telephone Company employees to perform the central office work associated with installing digital pair gain systems (e.g. SLC-96) and associated fiber optic multiplexers for loop systems. The details and associated evaluation of this trial to see if and when this central office work can be returned to bargaining unit employees shall be an initial priority of the Joint Contracting Committee.

It is also the Company's desire to maintain the progress made during these meetings and therefore we agree to continue the Joint Contracting Committee. The ongoing purpose of the Committee shall be to analyze issues related to contracting in all New York Telephone bargaining units brought to it by either the Union or the Company and to seek solutions to the issues or possible alternatives to contracting that are agreeable to both parties. When evaluating or resolving contracting issues brought before it, the Committee shall be guided when possible by the principle of "telephone work for telephone people" and shall consider the following criteria:

- (i) The duration of the work or project;
- (ii) Whether bargaining unit members have the necessary skills or can be trained within a reasonable period of time to do the work or project;

- (iii) Whether the Company would be required to incur an extraordinary expense that it would not ordinarily incur to purchase equipment and train employees on that equipment;
- (iv) Whether there was an emergency situation such as a hurricane or blizzard and bargaining unit members working overtime cannot complete the work within a reasonable time.

The Committee shall consist of four representatives from the Union and four representatives from the Company, who will be at the General Manager level, and shall have the authority to involve subject matter experts from the areas to be addressed.

The Committee shall meet on regular basis or as otherwise agreed upon by the parties.

Very truly yours,
A. J. ECKELMAN
Group Vice President

AGREED:
COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO

By: Michael Ash
Area Director

Dated: 9/14/91

September 14, 1991

Mr. Christopher Shelton
International Representative
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Mr. Shelton:

This will confirm our understanding that vacation schedules for the calendar year will be posted on the office bulletin board (or be made available to forces without bulletin boards) as soon as practical after the selection process has been completed, and if any changes are made to the schedule, they will be posted as soon as practical.

The posting of the vacation schedule is merely informational and shall not preclude the Company from making changes in the schedule in accordance with the Collective Bargaining Agreement. Failure to post the vacation schedule or failure to post changes in the vacation schedule shall not affect the scheduling or taking of vacations and shall not result in any compensation to an employee or penalty to the Company.

Very truly yours,
JEANNE CANTEEN

AGREED:

COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO

By: Christopher Shelton

Date: 9/15/91

Jeanne T. Canteen
General Manager

September 14, 1991

Mr. Christopher Shelton
International Representative
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Mr. Shelton:

This will confirm our understanding with respect to the establishment of the title and an occupational classification entitled "Escort".

1. A new title and occupational classification, Escort, is established in the Bronx, Manhattan, Brooklyn and Queens with a maximum weekly basic wage rate and wage progression table, as shown in Attachment 1.
2. Employees in the title and occupational classification, Escort, shall be "temporary employees—two years". Those individuals shall be engaged for a limited period with the definite understanding that their employment is to terminate at the end of this period. Their employment is expected to continue for more than three weeks but not more than two years from the date of engagement.
3. Whenever the Company decides to assign an escort, the escort's duties shall include tasks designed to allow other employees to perform their duties more safely and efficiently, and the Company shall determine whether it wishes to use employees in the classification "escort" or to have such duties performed by another employee in another occupational classification or by a supervisor or by some other person.
4. All temporary employees—two years shall receive the following benefits or entitlements only:
 - Anticipated Disability Plan
 - Absence Pay (incidental absence due to personal illness, and Sickness Disability Benefits) Discounted Telephone Service
 - Accident Disability Benefits

- Death Benefit

All payroll deductions (Bonds, Comm'l, Life Ins., Bank Loans, etc.)
Leave of Absence for Anticipated Disability or Care for Newborn Child.

- Holidays

- Vacations

- For part-time employees, payment should be reduced proportionate to the reduced hours as compared to a comparable full-time employee.

5. The provisions of the second paragraph of Article 6 of the Collective Bargaining Agreement shall not be applicable to temporary employees— two years. The determination to transfer a temporary employee—two years is within the Company's sole discretion.
6. Any Escort who, after six months of employment, so requests, shall be tested by the Company to determine whether or not he or she is qualified for possible engagement in the future as a regular employee, providing, however, that nothing herein shall obligate the Company in any way to engage any Escort as a regular employee.

This Agreement is in lieu of the procedures outlined in Appendix A of the Collective Bargaining Agreement and shall terminate at the expiration of the Collective Bargaining Agreement which is effective September 1, 1991.

Very truly yours,
JEANNE CANTEEN
Attachment

AGREED:

COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO

By: Christopher Shelton

Dated: 9/15/91

Jeanne T. Canteen
General Manager

September 14, 1991

Mr. Christopher Shelton
International Representative
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Mr. Shelton:

The Union and marketing management will continue to review the staffing levels in the Direct Mail/Direct Response organization.

Very truly yours,

JEANNE CANTEEN

AGREED:

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

By: Christopher Shelton

Dated: 9/15/91

James J. Dowdall
Vice President
Labor Relations
Ms. Elisa Riordan
Assistant to the Vice President
District One
Communications Workers of America
80 Pine Street
New York, NY 10005

April 3, 1994

Dear Ms. Riordan:

This will confirm our agreement regarding the issues that can be arbitrated in connection with the Employee Development Programs provisions of our collective bargaining agreement. As we agreed, the issues that will be subject to arbitration shall be limited to questions of the discipline of or the pay treatment of employees arising out of the administration of the Employee Development Programs.

NYNEX CORPORATION

James J. Dowdall
Vice President
Labor Relations

AGREED:

COMMUNICATIONS WORKERS OF AMERICA

Elisa Riordan
Assistant to the Vice President
District One

James J. Dowdall
Vice President
Labor Relations
Ms. Elisa Riordan
Assistant to the Vice President
District One
Communications Workers of America
80 Pine Street
New York, NY 10005

April 3, 1994

Dear Ms. Riordan:

This will confirm our understanding with respect to day-to-day transfers of employees outside of surplus conditions being dealt with in the Force Adjustment Plan.

Except for transfers under the Force Adjustment Plan Article which are intended to eliminate a declared surplus condition, the Company shall continue to transfer employees in accordance with existing contractual provisions and practices. With respect to permanent involuntary transfers, these existing provisions and practices shall only be employed within an Involuntary Transfer Area or between Involuntary Transfer Areas, as long as no home move as defined in the relocation allowance letter is required.

NYNEX CORPORATION

James J. Dowdall
Vice President
Labor Relations

AGREED:

COMMUNICATIONS WORKERS OF AMERICA

Elisa Riordan

Assistant to the Vice President
District One

James J. Dowdall
Vice President
Labor Relations
Ms. Elisa Riordan
Assistant to the Vice President
District One
Communications Workers of America
80 Pine Street
New York, NY 10005

April 3, 1994

Dear Ms. Riordan:

During the term of this contract extension, collection duties currently performed by Representatives shall continue to be assigned to Representatives.

NYNEX CORPORATION

James J. Dowdall
Vice President
Labor Relations

AGREED:

COMMUNICATIONS WORKERS OF AMERICA

Elisa Riordan
Assistant to the Vice President
District One

James J. Dowdall
Vice President
Labor Relations

Ms. Elisa Riordan
Assistant to the Vice President
District One
Communications Workers of America
80 Pine Street
New York, NY 10005

April 3, 1994

Dear Ms. Riordan:

NYNEX and CWA have carefully reviewed the Company's process re-engineering plan, the demographics of the current work force, and the likely impact of the FAP retirement incentive upon that work force. The parties have concluded that due to the above factors, and barring external events described below, layoffs, forced transfers outside the transfer areas, and loss of compensation shall not occur during the term of this contract extension.

Specifically, the parties agree that there shall be no layoffs, forced transfers outside the transfer areas, or loss of compensation as a result of any Company initiated "process change", which includes process re-engineering initiatives, work place consolidations, office closings, contracting, shifting of bargaining unit work, network upgrades, and other business changes developed to accommodate new technology or to improve productivity, efficiency or methods of operation.

The parties also agree that an "external event" that is viewed as significant and that directly reduces the need for a large number of employees, shall not be considered "process change." An example of an external event might be a state or federal regulatory change that causes the Company to abandon a line of business, an interexchange carrier takeback of billings and collections, or the loss of a major telecommunications network contract. An external event of this nature shall be covered by the additional step(s) of the FAP.

NYNEX CORPORATION

James J. Dowdall
Vice President
Labor Relations

AGREED:

COMMUNICATIONS WORKERS OF AMERICA

Elisa Riordan
Assistant to the Vice President
District One

James J. Dowdall
Vice President
Labor Relations
Ms. Elisa Riordan
Assistant to the Vice President
District One
Communications Workers of America
80 Pine Street
New York, NY 10005

April 3, 1994

Dear Ms. Riordan:

This is to confirm our agreement that an employee who, as a result of a voluntary or involuntary permanent transfer pursuant to the Force Adjustment Plan, would be required to commute at least an additional thirty-five (35) road miles to reach the new reporting point from his or her residence at the time of the transfer, shall receive a relocation allowance of \$8,000, providing the employee actually changes his or her permanent residence within one year of the effective date of the transfer. Such allowance shall be the sole payment to such employees in connection with the relocation of their residence.

NYNEX CORPORATION

James J. Dowdall
Vice President
Labor Relations

AGREED:

COMMUNICATIONS WORKERS OF AMERICA

Elisa Riordan
Assistant to the Vice President
District One

James J. Dowdall
Vice President
Labor Relations

Ms. Elisa Riordan
Assistant to the Vice President
District One
Communications Workers of America
80 Pine Street
New York, NY 10005

April 3, 1994

Dear Ms. Riordan:

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

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

NYNEX CORPORATION

James J. Dowdall
Vice President
Labor Relations

AGREED:

COMMUNICATIONS WORKERS OF AMERICA
Elisa Riordan
Assistant to the Vice President
District One

William J. Knott, Jr.
Director-Labor Relations

Mr. Richard M. Martini
International Representative
Communications Workers of America
80 Pine Street
New York, NY 10005

April 3, 1994

Dear Mr. Martini:

This is to confirm our agreement to establish a Work Schedule Issues Committee. The purpose of this Committee is to discuss and identify scheduling issues such as: assignment of tours, N days and overtime; advance posting of schedules; frequency of tour selection; and "closed time", that is time used for the purpose of following up on and closing commitments to customers. Items to be considered are seniority, qualifications and other factors. In an effort to address these concerns, particularly those arising from process re-engineering and expanded hours, the Committee will recommend guidelines in connection with the above.

Nothing herein alters the Company's existing rights regarding tours and schedules, but the Company will give the Union 21 days notice prior to the implementation of any tour with hours not yet established.

The Committee will consist of not more than four representatives of the Company and not more than four representatives of the Union. Meetings of the Committee will be held at the convenience of both parties but no less than quarterly. The first meeting will be held as soon as can be mutually arranged, but no later than June 15, 1994. The Committee will have an ongoing existence to discuss problems involving scheduling.

Very truly yours,
William J. Knott, Jr.
Director, Labor Relations

Jackie Latham
Director
Labor Relations

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street
New York, NY 10005

August 11, 1998

Dear Mr. Baxter:

This letter will confirm our understanding that the Company recognizes the need and value of scheduled closed time. While the Company is unable to commit to guaranteed closed time, at this time, we will utilize the Work Schedule Issues Committee (WSIC) meetings to explore ways that may allow us to guarantee a minimum amount of closed time in the future. The WSIC will meet regularly and on an ongoing basis as needed.

Very truly yours,
Jackie Latham

AGREED:
Edward Baxter
International Representative
Communications Workers of America

John P. Navarro
Executive Director
Labor Relations

Mr. Peter Maher Area Director District One
Communications Workers of America
80 Pine Street
New York, New York 10005

August 11, 1998

Dear Mr. Maher:

Through December 31, 1999, the Company will not contract out work of a type that is not then being contracted out by the Company in order to replace employees who have left pursuant to the extension of the 6 & 6 pension incentive beyond August 8, 1998.

John P. Navarro
Executive Director
Labor Relations

AGREED:

COMMUNICATIONS WORKERS OF AMERICA

Peter Maher
Area Director
District One

Jackie Latham
Director
Labor Relations

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street
New York, NY 10005

August 11, 1998

Dear Mr. Baxter:

The Company shall provide the Secretary of the Local with current, updated copies of the Personnel Policies and Practices; Labor Relations Manual; Upgrade and Transfer Administrative Guidelines; Upgrade and Transfer Job Brief Binder Book; Non-Management Employee Benefit Book and periodicals produced by the Company for its employee's.

The Company shall provide in a timely manner all updates and revisions to the above mentioned reference material to the Secretary of the Local.

Jackie Latham
Director- Labor Relations

AGREED:
Edward Baxter
International Representative
Communications Workers of America

Jackie Latham
Director
Labor Relations

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street
New York, NY 10005

August 11, 1998

Dear Mr. Baxter:

This letter will confirm that the Company will review the list of current Butler employees (who are not former NYNEX/Bell Atlantic employees) working in locations covered by the CWA Local 1105 bargaining unit for the purpose of determining whether or not to employ them as regular Bell Atlantic employees and to waive test taking for those that will be employed by Bell Atlantic. Bell Atlantic agrees to comply with the terms of this agreement by October 1, 1998.

Very truly yours,

Jackie Latham

AGREED:

Edward Baxter
Communications Workers of America

John P. Navarro
Executive Director
Labor Relations

Mr. Peter Maher
Area Director
District One
Communications Workers of America
80 Pine Street
New York, New York 10005

August 11, 1998

Dear Mr. Maher:

The parties agree to conduct a trial, during 1999, in a Downstate HMC, to allow employees to take two EWDs in one hour increments. During the third quarter of 1998, representatives of the Union will meet with HMC management and a representative of Labor Relations to determine the terms of the trial and the HMC in which the trial will be conducted. During the third quarter of 1999, the Work and Family Committee will evaluate the trial and make recommendations, if appropriate, to the bargaining agents of the parties.

John P. Navarro
Executive Director-Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA
Peter Maher
Area Director
District One

Donald Sacco
Executive Vice President
Human Resources

August 11, 1998

Mr. Lawrence Mancino
Vice President
District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Mr. Mancino:

This letter confirms the understanding of the parties that should New York Telephone, New England Telephone, Empire City Subway, Telesector Resources Group, NYNEX Information Resources, or the Bell Atlantic Corporation ("Companies") engage in telecommunications work within the seven state Bell Atlantic North Footprint (NY, MA, NH, VT, ME, RI, CT Byram Greenwich Exchange), not previously undertaken by that company, that work shall be bargaining unit work covered by the existing collective bargaining agreements if it is the same or equivalent to the telecommunications work currently performed by bargaining unit members in that company as part of their regular duties.

For example, if New York Telephone were permitted by legislation to offer cable television services, the work would include wire and converter boxes, and the associated customer representative and accounting work for the CATV services provided.

Nothing in this paragraph affects the parties' (i) existing rights under present contracts, (ii) their legal rights with respect to allegations of management performing bargaining unit work, or (iii) the Company's contractual rights with respect to contracting out work.

For the purposes of this agreement, telecommunications work shall mean the construction, installation, maintenance, marketing and sales of cable television, video, or information and interactive media services, and new and traditional voice and data telephone services.

COMPANIES

Donald Sacco
Executive Vice President
Human Resources

AGREED:

COMMUNICATIONS WORKERS OF AMERICA

Lawrence Mancino
Vice President
District One

Jeffrey Weiner
Executive Director
Labor Relations

August 20, 2000

Mr. Christopher Shelton
Area Director, District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Mr. Shelton,

HEALTH CARE COORDINATOR

Effective no later than March 1, 2001, a new temporary job title entitled "Health Care Coordinator" ("HCC") will be established in each bargaining unit with a wage table equivalent to Wage Table 1 in the Plant agreement and a Pension Band of 124. The HCCs will be under the direction of the Company's Benefits Delivery Organization. The Company will establish a total of three HCC positions among the CWA and IBEW, Local 2213 bargaining units, and the Unions may designate the three employees to be HCCs on a temporary basis. When the employee's temporary assignment ends, the employee will be returned to his or her regular job.

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

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

Due to confidentiality requirements, (a) the carrier-administrators will communicate medically sensitive information only to the employee, unless the employee and, if applicable, the patient (or patient's parent or guardian, if patient is a minor) sign release forms prepared by the carrier-administrators authorizing the carrier-administrators to communicate such medically sensitive information to the HCCs; and (b) the HCCs will not discuss or disclose information on medical issues, questions or disputes to anyone other than the affected employee, carrier-administrators, or the Company Benefits Delivery Organization. The Company's Benefits Delivery Organization will review these confidentiality release forms and, if appropriate, recommend revisions to the carrier-administrators.

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

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

Jeffrey Weiner
Executive Director
Labor Relations

AGREED:

COMMUNICATIONS WORKERS OF AMERICA

Christopher Shelton

Area Director

District One

Jeffrey Weiner
Executive Director
Labor Relations

August 20, 2000

Mr. Christopher Shelton
Area Director, District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Mr. Shelton,

This will confirm our agreement that this letter of agreement, setting forth the conditions and procedures regarding participation in the Next Step Program, supersedes the letters of agreement on this subject dated May 24, 1995, September 23, 1999, and September 29, 1999.

Commencing in calendar 2001, classes under the Next Step Program will commence only in the Fall semester. The Company will make available 250 Next Step Program seats available each year, on the basis of one class per college per year, subject to each college's determination that there are a sufficient number of qualified applicants to enable classes to be conducted.

In order to qualify as a participant in the Next Step Program an employee must have at least 8 years of net credited service and must, as of September 1 of the year of entrance into the Program, be either (a) in the Field Technician (FT) or Central Office Technician (COT) title, or (b) qualified on the UTB-R and Technical Minicourse (TMC). Prior to acceptance into the Program, all applicants must pass the required qualifying test administered by the colleges participating in the Program.

A. NTC Employees

The following shall apply to "new to craft" (NTC) employees, i.e., employees who do not have the title of Field Technician or Central Office Technician prior to placement in the Next Step Program:

1. An NTC applicant who has passed the required qualifying test and who is accepted into the Program will first be assigned the job function of Field Technician or Central Office Technician for a period of approximately six months prior to the commencement of university classes. It is recognized by both parties to this agreement that due

to university scheduling procedures, there may be some employees who will experience longer assignment (up to one year) prior to the commencement of university classes.

2. The title upgrade to Telecommunications Technical Associate (TTA), the pay treatment and pension band shall be effective the first day of the week (Sunday) in which the employee starts the assignment. The employee's wage rate shall be adjusted to the maximum weekly wage rate of a FT/COT.
3. During the pre-university assignment, the NTC employee will attend basic technical training courses and will perform regular field work within the title to which assigned.
4. Retreat rights for both the employee and the Company will apply during the pre-university assignment.
5. Upon the conclusion of the pre-university assignment, the NTC employee will be scheduled to commence course work in the degree program.

B. Field Technicians and Central Office Technicians

1. The title upgrade to TTA, the new pay treatment and pension band shall be effective the first day of the week (Sunday) in which the employee is scheduled to begin university classes. The employee's wage rate shall be adjusted to the maximum weekly wage rate of a Field Technician/Central Office Technician.

C. All Next Step Participants

1. Employees enrolled in the Next Step Program shall be provided time off the job with one day's pay per week to attend classes. Attendance at the university shall be treated as a work day under the provisions of the parties' collective bargaining agreement unless modified by the provisions below.
2. All applicable benefit plans and programs currently in effect, as well as Workers Compensation coverage, shall apply to an employee's attendance in the Next Step Program.
3. Upon successful completion of one half of the credits in the Program, the employee's weekly wage rate shall be adjusted

upwards. The new wage rate shall be half the difference between the maximum wage for the Field Technician/Central Office Technician and the maximum rate for Telecommunications Technical Associate.

4. Upon completion of the Program the employee's wage rate shall be adjusted to the maximum wage rate for a Telecommunications Technical Associate.
5. In determining whether an employee has successfully completed one half the Program credits or the entire Program, the Company will take into account credits that an employee has earned even though the employee was exempted from taking a certain course because the employee passed a required test.
6. Shifted tour, DTA and Board and Lodging provisions of the collective bargaining agreement shall not apply to an employee's university attendance.
7. No transportation to the university shall be provided by the Company.
8. Employees who take vacation on a scheduled college day shall not be provided additional time off to attend college since the college program is given only on specified dates in each semester. Any course work missed shall be the responsibility of the employee, to be made up on his or her own time. If an employee attends the university classes during a scheduled vacation week, the employee shall be granted another vacation day.
9. If the university expects class attendance on an Article 24 holiday and the employee so attends, the employee shall be granted another day off with pay in that week or in the following three weeks in lieu of the Article 24 holiday.
10. Employees enrolled in the Next Step Program shall not be removed from night tours as a result of their enrollment in the program unless their program participation interferes with their ability to work night tours on the work days when they do not attend classes.
11. The employee shall maintain a Grade Point Average (GPA) of 2.0 to remain in the program. This is a State University

of New York requirement. If an employee fails to maintain a GPA of 2.0, he or she shall leave the program and be placed in the Field Technician or Central Office Technician occupational classification, job and pension band, according to his or her current job assignment. There is extensive academic support built into the program to assist the employee in maintaining the GPA of 2.0.

12. TTA personnel shall be integrated into current overtime procedures; however, during the period of cross-training (inside/outside) participants may not be qualified to perform all overtime work or because of specific cross-training obligations may not be available to work overtime.
13. It is the parties' intent with this letter of agreement to treat the employees' university attendance as if it were a normal work day at straight time under the collective bargaining agreement and not to prejudice or provide windfalls for an employee, because of an unintentional or peculiar application of the collective bargaining agreement.
14. TTAs will not be eligible to participate in the SPV process or Article 36, Interarea Transfer Requests, for 36 months from date upgraded to TTA title. TTAs will be included with the classification they are assigned to (COT or FT) for purposes of Article 8 moves within their Article 8 unit.
15. After 36 months in title, TTAs will be eligible to participate in the SPV process, and will be allowed to bid on COT and FT vacancies regardless of their current occupational classification assignment.
16. After 36 months in title, TTAs will be included with the occupational classification assigned to (COT or FT) for the purpose of Article 8 and Article 36 transfers, subject to all the requirements and conditions in those Articles.
17. If an employee drops out of the Program, the employee shall retreat to his or her previous title, and will be precluded from any SPV consideration for one year from the retreat date. Appeals for re-admission to the Program shall be presented to the Employee Development Board.

18. An employee shall be permitted to take a leave of absence from the Program for cause. Cases shall be reviewed on an individual basis by the co-directors of the Next Step Program.
19. Employees already in the Field Technician or Central Office Technician TTA participants shall usually remain in their current assignment. If a participant is required to move to another assignment within the TTA title during the Next Step Program, it shall be in accordance with the Non-Surplus Transfer Letter. Employees not in the Field Technician or Central Office Technician titles shall be transferred to an assignment within the new title. For those employees whose current work location is in Upstate New York, the employee shall, by seniority, select a work location as offered by the Company in a Plant organization in accordance with the Non-Surplus Transfer Letter. For those employees whose current work location is in Downstate New York (Westchester and South), the employee shall, by seniority, select a work location as offered by the Company in a Plant organization within the UTP area. All employees in the program shall meet the basic qualifications for the job duties assigned.

Employees will not be permitted to enter the Next Step Program as TTA participants in or after the Fall semester of 2001 unless they first sign an agreement to reimburse the Company for Next Step tuition costs in the event they voluntarily leave the employment of the Company, other than by retiring with a service pension, within 2 years after completion of the program.

Jeffrey Weiner
Executive Director
Labor Relations

AGREED:

COMMUNICATIONS WORKERS OF AMERICA
Christopher Shelton
Area Director
District One

Jackie Latham
Director
Labor Relations

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street
New York, NY 10005

August 20, 2000

Dear Mr. Baxter:

This will confirm our agreement to commence a meeting, within 60 days of the signing of the Collective Bargaining Agreement with CWA 1105, of the CWA Union Dues Task Force with representatives from I.S. in attendance to determine a process by which the Company will collect Union dues from Working Retirees. Once a process has been determined, any dues which should have been deducted by the Company, since the signing of the Collective Bargaining Agreement, but which were not, because the process had not yet been implemented, will be deducted in accordance with current payroll practices.

Very truly yours,
Jackie Latham

AGREED:

Edward Baxter
Communications Workers of America
CWA 1105

Jackie Latham
Director
Labor Relations

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street
New York, NY 10005

August 20, 2000

Re: Service Assistant Function

Dear Mr. Baxter:

This will confirm our agreement to amend the August 11, 1998 Service Assistant Function, Letter of Agreement for the Selection Criteria as follows:

Definition

A Service Assistant ("S.A.") is a non-management employee that has been identified by the management team to care for our customers and support our team. Their duties include, but are not limited to, coaching, training, Q&A, customer escalation and Higher Management Letters (HML). Weaknesses identified in coaching activities will be used for training purposes only and general summary information will be provided to management. The Company continues to reserve the right to utilize management to perform any or all of these functions.

Selection Criteria

Employees may volunteer for the S.A. function and will be selected by seniority.

Employees must have met/exceeded all established objectives.

A developmental plan will be established for those employees who have no prior S.A. experience and/or do not meet the established objectives.

Management will determine the established S.A. tours and employees will select those tours based upon seniority.

Management will maintain a list, locally, of all qualified volunteers and offer S.A. assignments based upon seniority. This list will be utilized on a rotational basis. When an employee declines an assignment, as

additional assignments become available, the employee will have the right to accept or decline before the next person in the rotation is offered a S.A. assignment. Once a volunteer accepts a S.A. assignment, whatever the length, the employee moves to the bottom of the rotational list.

The length of the Service Assistant assignment shall not exceed 3 (three) consecutive months.

Pay Treatment

The wage differential for the S.A. function is \$15 per day and will not exclude the working of overtime.

Very truly yours,

Jackie Latham

CWA 1105

Jackie Latham
Director
Labor Relations

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street
New York, NY 10005

August 20, 2000

Dear Mr. Baxter:

This will confirm our agreement that in the event of a weather emergency, which results in the early release with pay of employees in other departments, which has been authorized by the appropriate authority in accordance with sections 1.5 and 2.1 of the Bell Atlantic North guidelines concerning "storm payments", or as set forth subsequently in any such revised Company policy, all 1105 bargaining Unit employees who are required to remain at work within the area of the emergency, as determined by such authority, will be paid in addition to their Basic Hourly Wage, one half their basic wage (totaling 1½ times) for each period worked during the period of the emergency as determined by such authority. This allowance shall be paid in addition to any other premiums or differentials to which such employees may be entitled.

Very truly yours,
Jackie Latham

AGREED:

Edward Baxter
Communications Workers of America
CWA 1105

Jackie Latham
Director
Labor Relations

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street
New York, NY 10005

August 20, 2000

Dear Mr. Baxter:

This will confirm our understanding that for purposes of Article 5 (Working Practices) of the Collective Bargaining Agreement, the term “employee’s immediate family” shall mean the employee’s mother, father, sister, brother, wife, husband, son, daughter, son-in law, daughter in-law, mother in-law, father in-law, grandmother, grandfather, grandson, grand-daughter, relative who takes the place of a parent, or other relative living in the employee’s home at the time of death and domestic partner (as defined by the Company’s Domestic Partners Eligibility Criteria).

Very truly yours,
Jackie Latham

Jackie Latham
Director
Labor Relations

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street
New York, NY 10005

August 20, 2000

Dear Mr. Baxter:

This will confirm our agreement as follows:

The Company's Residence Sales and Service Organization (Consumer) will, by the end of the current contract, train its Representatives to handle customer incoming calls for Verizon-On-Line DSL requests in New York. At least 50 Representatives in the CWA, Local 1105 and at least 50 Representatives in the IBEW, Local 2213 will be trained before June 1, 2001.

The Company's General Business Sales Organization (GBS) will, before June 1, 2001, train at least 10 bargaining unit employees (comprised of Representatives and/or Special Representatives) in the CWA, Local 1105 and at least 10 bargaining unit employees (comprised of Representatives and/or Special Representatives) in the IBEW, Local 2213 to handle customer incoming calls for Verizon-On-Line DSL requests in New York.

GBS and Consumer Representatives will become the primary channel for incoming sales demand calls to business offices in New York requesting Verizon-On-Line DSL service for the types of customers handled by GBS and Consumer, except that complex Verizon-On-Line DSL calls will continue to be handled by the Company's High Speed Solution Center until the Company is satisfied that the technology is in place in business offices for GBS and Consumer Representatives to handle such complex calls, and until they are trained to do so. The Company expects this technology to be developed and such training to be completed by June 1, 2001, and will use its best efforts to meet this target.

Further, nothing herein shall limit the Company from assigning non-demand, DSL sales work of any kind to any sales channel such as, for example, telemarketers or internet based ordering.

Except for the specific commitments set forth above, nothing in this letter of agreement shall be construed to affect any existing rights or obligations under the collective bargaining agreement.

Very truly yours,

Jackie Latham

AGREED:

Edward Baxter

Communications Workers of America

CWA 1105

Jackie Latham
Director
Labor Relations

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street
New York, NY 10005

August 20, 2000

Dear Mr. Baxter:

CWA Local 1105, IBEW Local 2213, and Verizon New York Inc. (“Company”) agree that when calls are distributed to Representatives in customer contact centers, such as RSSC, GBS, Receivables, Enterprise or another Line of Business (LOB), should another be created, by an automatic call distributor (“ACD”), which distributes calls between offices, such calls may be transferred between offices in New York State, either within or between the above bargaining units. The parties further agree that there will be a team of up to 50 CWA-represented Service Representatives in New England who will be trained to handle customer calls to offices in New York State on a “pin in” basis (currently referred to as a “swing team”). The Company may utilize the swing team if it determines that the available on-duty work force in New York offices on an ACD is or will be insufficient to handle the call volume without the use of overtime, but this shall not preclude the Company from utilizing overtime. When overtime is necessary, the available on-duty work force in the New York office and LOB that is utilizing the New England swing team will be canvassed for overtime prior to canvassing the New England swing team.

The Company further agrees for the period of the collective bargaining agreement effective August 6, 2000 to maintain the same headcount ratio between IBEW 2213 and CWA Local 1105 as exists on the effective date of this agreement in LOBs that distribute calls between bargaining units with ACD’s. The headcount will be evaluated semi-annually on the anniversary of the effective date of the contract and the LOB shall correct any disparity within 90 days.

Except for the specific commitments set forth above, nothing in this letter of agreement shall be construed to affect any existing rights or obligations under the collective bargaining agreement.

Very truly yours,

Jackie Latham

AGREED:

Edward Baxter

Communications Workers of America

CWA 1105

Jackie Latham
Director
Labor Relations

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street
New York, NY 10005

August 20, 2000

Dear Mr. Baxter:

This will confirm our agreement that a wage increase for the Representative title of 4% shall be effective on August 6, 2000. This increase will be applied to all steps of the applicable basic wage schedules before application of the general base wage increase.

Very truly yours,
Jackie Latham

AGREED:

Edward Baxter
Communications Workers of America
CWA 1105

Jackie Latham
Director
Labor Relations

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street
New York, NY 10005

August 20, 2000

Dear Mr. Baxter:

This letter will confirm our agreement to modify evaluative observation practices for Representatives for the life of the new contract, and to conduct a trial moratorium on evaluative observations for certain Representatives.

Effective January 1, 2001, the modifications to evaluative observation practices for Representatives in all Lines of Business are as follows:

1. Representatives will receive advance notification of evaluative observations except for Representatives who received an overall rating of "Needs Improvement", "Does Not Meet Requirements", or "Not Rated" on their most recent annual evaluation under the Associate Appraisal Plan.
2. The Company will utilize results from diagnostic observations and other criteria such as CCI results to measure the performance of each office and compare the office's performance and results during the trial with those before and after the trial. After the notification requirement contained in paragraph one (1) above has been in use for a six (6) month period, the Company will determine whether to continue it for an additional period.
3. The Company will provide face-to-face feedback on observations by the close of the next business day on which both the Representative and the team leader who conducted the observation are on the job and are working at a common work location for their full tours.
4. Evaluative observing will take place only during the first 7 paid hours of a scheduled work day for employees with a 35 hour basic work week, or during the first 7.5 paid hours of a scheduled work day for employees with a 37.5 hour basic work week. If the Company determines that

a Representative's performance is substantially different during periods of diagnostic evaluation, as compared to periods of evaluative observation, evaluative observations may be conducted on that Representative beyond the first 7 or 7.5 hours.

5. On an annual basis, evaluative observations will be limited in frequency as follows:

20 observations for Representatives who received an overall rating of "Exceeds Requirements" on their most recent annual evaluation under the Associate Appraisal Plan;

30 observations for Representatives who received an overall rating of "Meets All" on their most recent annual evaluation under the Associate Appraisal Plan; and

40 observations for Representatives who received an overall rating of "Needs Improvement", "Does Not Meet", or "Not Rated" on their most recent annual evaluation under the Associate Appraisal Plan.

6. It is expressly understood that these modifications do not apply to diagnostic evaluations, which are not appraisal-impacting.

The Company further agrees to conduct a trial moratorium on evaluative observations in one Consumer organization RSSC for a three-(3) month period during the term of the new contract. Representatives will be eligible to participate in this trial if their overall rating is "Exceeds Requirements" or "Meets All Requirements" on their most recent evaluation under the Associate Appraisal Plan. If the Company determines that overall office performance as it relates to sales, customer satisfaction or customer quality declines as a result of this trial, the Company reserves the right to cancel this trial by giving the Union seven (7) days advance notice.

Very truly yours,

Jackie Latham

AGREED:

Edward Baxter

Communications Workers of America

CWA 1105

Jackie Latham
Director
Labor Relations

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street
New York, NY 10005

August 20, 2000

Dear Mr. Baxter:

This will confirm our agreement that Representatives who are not meeting their sales objectives will be allowed to apply for, and be released to, non-sales related positions (positions without sales objectives or requiring sales skills) provided they meet all other appraisal standards and other applicable qualifications.

Very truly yours,
Jackie Latham

AGREED:

Edward Baxter
Communications Workers of America
CWA 1105

Jackie Latham
Director
Labor Relations

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street
New York, NY 10005

August 20, 2000

Dear Mr. Baxter:

In recognition of the need to address issues of employee stress, the parties agree to create a joint Company-Union Stress Relief Committee, comprised of five representatives of the Company and five representatives of the Union. The committee will be co-chaired by the President of the Retail Markets Group and the Union's Area Director.

The parties will discuss issues relating to employee stress in the Consumer, General Business Sales, and Receivables Management organizations. Among the matters that the committee will discuss are the following:

- developing limits on SPY movement by Representatives;
- limiting the use of short notice Excused Work Days;
- pro-rated sales objectives;
- computer timing/adherence;
- training;
- attendance;
- recognition.

The committee will meet at mutually agreeable times, commencing no later than 60 days after ratification of the collective bargaining agreement. Nothing in this agreement shall obligate either party to reach an agreement on any of the items discussed in the committee.

Very truly yours,
Jackie Latham

AGREED:

Edward Baxter
Communications Workers of America
CWA 1105

Jeffrey Weiner
Executive Director
Labor Relations

August 3, 2003

Mr. Christopher Shelton
Area Director, District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Mr. Shelton,

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

The Company agrees that through December 31, 2007, it will not contract out work that is not being contracted out on the effective date of this agreement.

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

In addition, commencing January 1, 2008, the Company will notify the Union at least six months in advance of any new contracting initiatives. The Contracting Initiatives Committee will then have the opportunity to discuss such new major initiatives. In these discussions, the goal of the parties will be to balance the needs of customers, the provision of excellent service, and the use of bargaining unit employees to perform bargaining unit work.

/s/ Jeffrey Weiner

Executive Director
Labor Relations

AGREED:

COMMUNICATIONS WORKERS OF AMERICA

/s/ Christopher Shelton

Assistant to the Vice President

Jeffrey Weiner
Executive Director
Labor Relations

August 3, 2003

Mr. Christopher Shelton
Area Director, District One
Communications Workers of America
80 Pine Street
New York, New York 10005

Dear Mr. Shelton,

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

/s/ Jeffrey Weiner
Executive Director
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

/s/ Christopher Shelton
Assistant to the Vice President

August 3, 2003

Mr. Christopher Shelton
Assistant to the Vice President
Communications Workers of America
AFL-CIO, District One
80 Pine Street, 37th Floor
New York, New York 10005

Dear Mr. Shelton,

This will confirm our agreement to create a TTA Committee for the purpose of providing a forum for discussions between the Company and the Union regarding the Next Step Program. The committee shall be comprised of four representatives of the Union (including the CWA Director - Next Step Program) and four representatives of the Company (including at least one Senior Manager and a member of the Labor Relations staff).

The Committee will evaluate the effectiveness and the benefit to the company of the graduates of the Next Step Program, including how employees in the TTA title can best utilized, both during and after their participation in the degree program. The Committee will also review the Next Step curriculum, analyzing the relevance of the courses to the business, and will make recommendations regarding course additions, deletions, and enhancements.

The Committee will meet at mutually agreed upon times, no less than once per quarter.

Very truly yours,
/s/ Jeffrey Weiner
Executive Director
Labor Relations

AGREED:
COMMUNICATIONS WORKERS OF AMERICA

/s/ Christopher Shelton
Assistant to the Vice President

August 3, 2003

Mr. Christopher Shelton
Assistant to the Vice President
Communications Workers of America
AFL-CIO, District One
80 Pine Street, 37th Floor
New York, NY 10005

Dear Mr. Shelton:

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

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

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

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

Very truly yours,

/s/Jeffrey Weiner
Executive Director
Labor Relations

AGREED:

COMMUNICATIONS WORKERS OF AMERICA

AFL-CIO

/s/ Christopher Shelton

Assistant to the Vice President

August 3, 2003

Mr. Christopher Shelton
Assistant to the Vice President
Communications Workers of America
AFL-CIO, District One
80 Pine Street
New York, New York 10005

Dear Mr. Shelton:

This will confirm our agreement during bargaining that the issue of Ergonomics is important to both parties. Accordingly, the parties agree that, within sixty (60) days of the ratification of the 2003 collective bargaining agreement, the National Managers of Inside and Outside Ergonomics, respectively (along with two other Company representatives) will meet with the Union's Director of Health and Safety for District 1 (along with two other local Union representatives) to discuss further collaborative development and implementation of the inside and outside Ergonomics Programs. The parties will also meet to discuss other issues related to Ergonomics.

Very truly yours,

/s/ Edward Simmons
Senior Staff Consultant,
Labor Relations

AGREED:
Communications Workers of America,
AFL-CIO

/s/ Christopher Shelton
Assistant to the Vice President

August 3, 2003

Mr. Christopher Shelton
Assistant to the Vice President
Communications Workers of America
AFL-CIO, District One
80 Pine Street
New York, New York 10005

Dear Mr. Shelton:

This will confirm our agreement that effective August 3, 2003, the selection of a third doctor in connection with the first sentence of the second section of the Third Medical Opinion provision of the contract shall be made in accordance with the following:

The third doctor shall be selected by a Medical Vendor that has been jointly selected by the Company and the Union for a trial period of six (6) months. Pending the effective date of such joint selection, the current Medical Vendor shall continue to select the third doctor. If, at the end of the trial period, the parties agree to continue using the jointly selected Medical Vendor, such Vendor shall be engaged for a period to be determined by the parties. If, however, at the end of the trial period, either party objects to the Medical Vendor for objective quality or service reasons, the parties shall agree to (1) the selection of a replacement Medical Vendor through a Request for Proposal ("RFP") process, or (2) another jointly selected Medical Vendor for another six (6) month trial period. Pending the effective date of such agreement, the then current Medical Vendor shall continue to select the third doctor. If the parties agree to another six (6) month trial period, then at the end of that trial period, the parties shall either (1) agree to engage the then current Medical Vendor for a period to be determined by the parties or (2) agree to the selection of a replacement Medical Vendor through an RFP process. Pending the effective date of such agreement, the then current Medical Vendor shall continue to select the third doctor.

Very truly yours,

/s/ Jeffrey Weiner
Executive Director,
Labor Relations

AGREED:
Communications Workers of America,
AFL-CIO
/s/ Christopher Shelton
Assistant to the Vice President

August 3, 2003

Mr. Christopher Shelton
Assistant to the Vice President
Communications Workers of America
AFL-CIO, District One
80 Pine Street
New York, New York 10005

Re: limited Extension Agreement

Dear Mr. Shelton:

The CWA and the Company agree as follows:

Grievance and Arbitration Extension

If the parties' tentative agreements on new collective bargaining agreements are ratified by the Union's membership, the grievance and arbitration provisions of the parties' expired agreements shall be applied retroactively to the period between August 3, 2003 and the date of ratification.

Union Security Agreement

The parties' agree to extend the Union Security provisions of their respective collective bargaining agreements during the period from expiration of their 2000 agreements until the parties reach new agreements.

The Union hereby agrees to indemnify the Company and hold it harmless from all claims, damages, costs, fees or charges of any kind which may arise out of the honoring by the Company of deduction authorizations in accordance with the provisions of this Limited Extension Agreement, the making up of sums owed the Union in cases of inadvertent failure to timely honor authorizations, and the transmitting of such deductions to the Secretary-Treasurer of the Union.

No Strike – No Lockout

The parties agree that until ratification of, or a vote of the Union's membership rejecting ratification of, the new collective bargaining agreements, the Union agrees on behalf of itself and the employees that it represents, that, in relation to these negotiations, there shall be no strikes, stoppages of work or other job actions of any kind by any employee or employees, or any action by the Union contrary to such obligations. Further, until ratification of, or a vote and failure to ratify, the new collective bargaining agreements by the Union, the Companies agree that they shall not engage in a lockout, except a defensive lockout in response to a material breach of the express promises of the Union set forth herein.

Very truly yours,
/s/ Jeffrey Weiner
Executive Director,
Labor Relations

AGREED:
Communications Workers of America,
AFL-CIO
/s/ Christopher Shelton
Assistant to the Vice President

August 3, 2003

Mr. Christopher Shelton
Assistant to the Vice President
Communications Workers of America
AFL-CIO, District One
80 Pine Street, 37th Floor
New York, NY 10005

Dear Mr. Shelton:

This letter confirms the understanding of the parties that should Verizon (“VZ”) - New York, Inc., VZ-New England, Inc., Empire City Subway, Telesector Resources Group, Inc., d/b/a Verizon Services Group, NYNEX Information Resources, or the Verizon Communications Inc. (“Companies”) engage in telecommunications work within the former operating area of the seven state former Bell Atlantic North Footprint (NY, MA, NH, VI, ME, RI, CT Byram Greenwich Exchange), not previously undertaken by that company, that work shall be bargaining unit work covered by the existing collective bargaining agreements if it is the same or equivalent to the telecommunications work currently performed by bargaining unit members in that company as part of their regular duties.

For example, if VZ-New York, Inc. were permitted by legislation to offer cable television services, the work would include the installation and maintenance of the fiber/coaxial network, the inside wire and converter boxes, and the associated customer representative and accounting work for the CATV service provided.

Nothing in this paragraph affects the parties’ (i) existing rights or duties under present contracts, (ii) their legal rights with respect to allegations of management performing bargaining unit work, or (iii) the Company’s contractual rights with respect to contracting out work.

For the purposes of this agreement, telecommunications work shall mean the construction, installation, maintenance, marketing and sales of cable television, video, or information and interactive media services, and new and traditional voice and data telephone services.

COMPANIES

/s/Jeffrey Weiner
Executive Director
Labor Relations

AGREED:

COMMUNICATIONS WORKERS OF AMERICA

/s/ Christopher Shelton
Assistant to the Vice President

Gerry Clarke
Director – Labor Relations

September 4, 2003

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street, 37th
Floor New York, NY 10005

Dear Mr. Baxter:

This will confirm our agreement with respect to providing closed time to Representatives in the Consumer, General Business Sales, Receivables Management and Enterprise Lines of Business and the TISOC in the Wholesale Line of Business.

Effective August 3, 2003 on Tuesday through Saturday, excluding the first business day after a holiday, the Company will provide 30 minutes of closed time per day per scheduled Representative. Closed time does not constitute a break, but rather is provided to the Representative for purposes of performing productive work dealing with customer related care. Customer related care shall include call backs, follow-ups, service alerts, e-mail, U. S. Mail, and training. In addition, feedback on observations can be given if there is no conflicting customer commitment. Closed time does not include office, unit or other similar meetings.

Very truly yours,

Gerry Clarke
Director – Labor Relations

AGREED:
Edward Baxter
International Representative
Communications Workers of America

Gerry Clarke
Director - Labor Relations

September 4, 2003

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street, 37th Floor
New York, NY 10005

Dear Mr. Baxter:

This is to confirm the Company's intention with regard to the distribution of Sunday overtime.

Sunday overtime has been defined as all time worked on a Sunday beyond the 35 hours, actually worked, of the Basic Work Week.

On a local basis, management will fairly distribute Sunday overtime. That is, to the best of management's ability to do so, the Company will attempt to distribute Sunday overtime equitably among the employees. However, in order to meet the needs of the business, in selecting individuals for Sunday overtime assignments, the Company will continue to consider the following: skills, availability, familiarity of job tasks, continuity of assignment and customer requests.

Locally, management will maintain a separate equalization list of employees by net credited service date and, within the previously mentioned guidelines, attempt to distribute Sunday overtime equitably on an annual basis each calendar year, January 1 through December 31.

Very truly yours,

Gerry Clarke
Director - Labor Relations

AGREED:
Edward Baxter
International Representative
Communications Workers of America

Gerry Clarke
Director - Labor Relations

September 4, 2003

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street, 37th Floor
New York, NY 10005

Dear Mr. Baxter:

The parties agree to conduct a trial for the life of the contract during which the days which constitute a four-day work-week may be scheduled for volunteers over four non-consecutive days.

Very truly yours,
Gerry Clarke
Director - Labor Relations

AGREED:
Edward Baxter
International Representative
Communications Workers of America

Gerry Clarke
Director - Labor Relations

September 4, 2003

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street, 37th Floor
New York, NY 10005

Dear Mr. Baxter:

The parties agree that the 32 Senior Administrative Assistants in the Valhalla Direct Market Center (DMC) will be upgraded to Special Assistants.

The parties also agree that the 3 Administrative Assistants in the Valhalla DMC will be given the choice to be upgraded to Special Assistants who perform the job duties including those of the Special Assistants in the DMC and the Service Response Centers (SRC.) The Administrative Assistants must make their choice in writing to their immediate supervisor within one week of the effective date of the Collective Bargaining Agreement and the upgrade will be effective the date they decide.

The parties further agree to upgrade the 30 Senior Administrative Assistants and 12 Administrative Assistants in the Hempstead SRC to Special Assistant.

The parties agree that there will be no requirement for the Company to maintain a staffing level in the DMC as provided for in the letter of April 3, 1994 on page 123 of the 2000 Collective Bargaining Agreement which will be deleted.

The upgrades will be implemented as of the effective date of the 2003 Collective Bargaining Agreement.

Very truly yours,

Gerry Clarke
Director - Labor Relations

AGREED:
Edward Baxter
International Representative
Communications Workers of America

Gerry Clarke
Director - Labor Relations

September 4, 2003

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street, 37th Floor
New York, NY 10005

Dear Mr. Baxter:

Except as provided herein, the parties agree to conduct a trial starting January 1, 2004 for the life of the contract, during which:

An employee may select a short notice vacation day, provided that:

- A. All short notice Excused Work Days have been used.
- B. The day is available on the vacation schedule.
- C. The employee requests the short notice vacation day prior to the start of that day's tour.

Either party can cancel this trial after December 31, 2004 upon ten (10) days' notice to the other party. Such notice shall be in writing and may be transmitted by facsimile or registered mail return receipt.

Very truly yours,
Gerry Clarke
Director - Labor Relations

AGREED:
Edward Baxter
International Representative
Communications Workers of America

Gerry Clarke
Director - Labor Relations

September 4, 2003

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street, 37th Floor
New York, NY 10005

Dear Mr. Baxter:

Effective August 3, 2003, in addition to meeting all test requirements, Specific Published Vacancies for Special Representative will be filled in the following order:

1. Applicants with 18 months previous experience in the Representative title. This experience must be within 5 years of filling a vacancy in the Special Representative position. The Time-in-Title requirement for a Representative to be placed as a Special Representative will be 18 months.
2. All other applicants in Net Credit Service date order.

The Company will continue to utilize the downstate region as the source of candidates for the position without consideration of in-area, out-of-area candidates.

Very truly yours,
Gerry Clarke
Director - Labor Relations

AGREED:
Edward Baxter
International Representative
Communications Workers of America

Gerry Clarke
Director - Labor Relations

September 4, 2003

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street, 37th Floor
New York, NY 10005

Dear Mr. Baxter:

The Company shall increase the pension band for the Representative title from 116 to 118.

Very truly yours,

Gerry Clarke
Director - Labor Relations

AGREED:
Edward Baxter
International Representative
Communications Workers of America

September 4, 2003

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street, 37th Floor
New York, NY 10005

Dear Mr. Baxter:

This is to confirm our understanding that the Company will permit the direct lateral permanent transfer between employees who:

- 1) Work in different lay-off subdivisions as those sub-divisions are defined in Article 9, Section 3 of the parties Collective Bargaining Agreement; or who work in different counties within the same layoff subdivision; or between I.B.E.W. Local 2213 and C.W.A. Local 1105.
- 2) work in the same title;
- 3) are qualified, in the Company's judgment, to perform each others' respective work assignments; and
- 4) arrange for the lateral transfer between themselves.

For a period of 10 days the Company will post notice of the proposed transfer on the bulletin board in the offices where employees requesting the transfer are located to permit an employee in either office with greater net credited service to elect within such 10 day period to be transferred in the place of one of the participants, having less net credited service if said more senior employee meets all other requirements of this letter.

Provided, however, that the Company's determinations are conclusive, that the Company incurs no expense and/or cost as a result of the lateral transfer, and that no issue or dispute arising out of or involving this letter is arbitrable.

Yours truly yours,

Gerry Clarke
Director - Labor Relations

AGREED:
Edward Baxter
International Representative
Communications Workers of America

Gerry Clarke
Director
Labor Relations

Mr. Edward Baxter
International Representative
Communications Workers of America
80 Pine Street
New York, NY 10005

September 4, 2003

Dear Mr. Baxter:

This will confirm our understanding that an employee who schedules in advance "full vacation week(s)" shall be prepaid for said vacation in the employee's wages for the pay period immediately preceding the vacation, unless the employee requests otherwise in writing. The request must be made at least 14 days prior to the first day of vacation.

Very truly yours,
Gerry Clarke
Director - Labor Relations

AGREED:

Edward Baxter
International Representative
Communications Workers of America

August 3, 2008

**Mr. Dennis Trainor
Assistant to the Vice President
Communications Workers of America
AFL-CIO, District One
80 Pine Street, 37th Floor
New York, NY 10005**

Dear Mr. Trainor:

This letter confirms the understanding of the parties that should Verizon (“VZ”) - New York, Inc., VZ-New England, Inc., Empire City Subway, Verizon Services Corp., NYNEX Information Resources, or the Verizon Communications Inc. (“Companies”) engage in telecommunications work within the former operating area of the seven state former Bell Atlantic North Footprint (NY, MA, NH, VI, ME, RI, CT Byram Greenwich Exchange), not previously undertaken by that company, that work shall be bargaining unit work covered by the existing collective bargaining agreements if it is the same or equivalent to the telecommunications work currently performed by bargaining unit members in that company as part of their regular duties.

For example, if VZ-New York, Inc. were permitted by legislation to offer cable television services, the work would include the installation and maintenance of the fiber/coaxial network, the inside wire and converter boxes, and the associated customer representative and accounting work for the CATV service provided.

Nothing in this paragraph affects the parties’ (i) existing rights or duties under present contracts, (ii) their legal rights with respect to allegations of management performing bargaining unit work, or (iii) the Company’s contractual rights with respect to contracting out work.

For the purposes of this agreement, telecommunications work shall mean the construction, installation, maintenance, marketing and sales of cable television, video, or information and interactive media services, and new and traditional voice and data telephone services.

COMPANIES

**Patrick Prindeville
Executive Director, Labor
Relations**

**AGREED:
COMMUNICATIONS WORKERS
OF AMERICA**

Dennis Trainor, Assistant to the Vice President

**Mr. Dennis Trainor
Assistant to the Vice President
80 Pine Street
New York, New York 10005**

August 3, 2008

Dear Mr. Trainor:

This will confirm our agreement regarding the proper interpretation of the New Contracting Initiatives letter of agreement dated August 3, 2008.

- **‘New contract initiative’ means contracting out work that is not being contracted out within the same area on the effective date of this agreement. For purposes of this commitment, area shall mean: In New York, Units listed in Section 8.02 of the Plant agreement; in New England, each State.**
- **“New Contract Initiative” does not include contracting of work if such work was contracted out on a short duration intermittent basis during the three years preceding the effective date of this agreement (except for Company Service work and Field Technician work similar to work performed by Butler Communications).**
- **Through December 31, 2010, the Company may not increase the level of contracting of traditional telephone work in an area within a title.**
- **The Company will not implement any new contract initiative between January 1, 2011 and July 1, 2011 if the initiative involves the equivalent of (a) the work of at least 25 full time employees, or (b) the work of 10% of the number of employees in the title and area, whichever is lower.**
- **The six months notice of new contracting initiatives that the Company is required to give the Union commencing January 1, 2011 shall apply only to new initiatives that involve the equivalent of the work of at least 25 full time employees.**

- **After the end of the six month notice period, the Company is free to implement planned new contracting initiatives that do not otherwise violate the collective bargaining agreement.**

**Very truly yours,
Patrick Prindeville
Executive Director,
Labor Relations**

AGREED:

**Dennis Trainor
Assistant to the Vice President
COMMUNICATIONS WORKERS
OF AMERICA**

Mr. Dennis Trainor
Assistant to the Vice President
Communications Workers of America
AFL-CIO, District One
80 Pine Street, 37th Floor
New York, N.Y. 10005

Mary Jo Arcuri
Business Manager
International Brotherhood of Electrical Workers
One Telergy Parkway
6333 Route 298—Suite 1C
East Syracuse, N.Y. 13057

Re: Marketing Campaign Calls

Dear Mr. Trainor and Ms. Arcuri:

Currently, based on its business judgment concerning service levels and other factors, Verizon New York Inc. and Verizon New England Inc. (“the Companies”) assign incoming calls for a particular service or package of services into a specific telephone number in response to a mail, media or similar solicitation that is time-limited (“Marketing Campaign Calls”) to Representatives in New York and Service Representatives in New England (“Representatives/Service Representatives”) in the Consumer Sales Service Center (CSSC) and to Representatives in New York in the Business Sales Billing Center (BSBC), and also assigns this work to vendors. These Representatives/Service Representatives handle both Marketing Campaign Calls and incoming calls from customers who have inquiries regarding their Verizon bill (“Billing Inquiry Calls”), as well as other calls. As we discussed, so that Representatives/Service Representatives can handle all Marketing Campaign Calls when the CSSC and the BSBC are open for incoming calls, and beginning on or about April 1, 2009, the Companies will prioritize the assignment of Marketing Campaign Calls, rather than Billing Inquiry Calls, to these bargaining unit employees.

Accordingly, this will confirm our agreement between the Companies, on the one hand, and the Communication Workers of America, AFL-CIO and the International Brotherhood of Electrical

Workers, AFL-CIO (“the Unions”) on the other, with respect to this Marketing Campaign Call work. In particular, the Companies and the Unions agree that:

- 1. Effective April 1, 2009, when the CSSC and BSBC are open for incoming calls, the Companies will route all Marketing Campaign Calls to the Representatives/Service Representatives. If, in the Company’s business judgment, service levels require that calls be routed to a vendor, Billing Inquiry Call work will go to the vendor. All other calls will remain with bargaining unit employees. The parties recognize that, in the event there is no longer any Marketing Campaign Call work, the Billing Inquiry Call work will be returned to the Representatives/Service Representatives.**
- 2. The parties recognize that a number of factors, including but not limited to external regulatory service measures, internal service standards, and force requirements will determine the amount of Billing Inquiry Call work that will be routed to a vendor. Accordingly, management reserves its discretion to determine the appropriate levels of Billing Inquiry Call work to be routed to vendors so that service levels can be maintained. Once service levels return to an acceptable level, all Billing Inquiry calls will be returned to bargaining unit employees.**
- 3. Except as provided for herein, this Agreement does not intend to add to, diminish or affect any rights or obligations that any of the parties have under the provisions of their collective bargaining agreements.**
- 4. This Agreement is without prejudice or precedent to any party’s position in any other matter and no party will attempt to cite or refer to this Agreement or its terms, or any work assignment made hereunder in any grievance, arbitration, or other proceeding in any forum, except as necessary to enforce the terms of the Agreement itself.**

Please indicate your agreement with the above by signing in the space provided below.

**Patrick Prindeville
Executive Director,
Labor Relations**

AGREED:

**Dennis G. Trainor, Assistant to the Vice President
Communications Workers of America, AFL-CIO**

**Mary Jo Arcuri, Business Manager
International Brotherhood of Electrical Workers, AFL-CIO
Local 2213**

August 3, 2008

Mr. Dennis G. Trainor
Assistant to the Vice President
Communications Workers of America
AFL-CIO, District One
80 Pine Street, 37th Floor
New York, N.Y. 10005

Re: Kiosk Trial

Dear Mr. Trainor:

As we discussed, Verizon New York Inc. and Verizon New England Inc. (“VNY” or “VNE” respectively, or collectively “the Companies”) use vendors in various locations such as shopping malls to sell Verizon products for a number of reasons. The Companies agree, however, to explore giving bargaining unit employees the opportunity to perform this work on a trial basis with the possibility of eventually staffing kiosks with employees.

Accordingly, this will confirm the agreement between the Companies and the Communications Workers of America, AFL-CIO (“the Union”) with respect to conducting a trial regarding this work. In particular, the Companies and the Union agree that:

- 1. VNY and VNE will conduct a trial from October 1, 2008 through March 31, 2009, during which time the Companies will assign to each of the vendor kiosks in the malls listed on Attachment A (within their respective geographic jurisdictions) one Representative¹ to each tour for each employee that the vendor has assigned to each tour at each mall. The Companies’ employees will be temporarily assigned to work along side the vendors’ employees who operate such kiosks. The Companies’ employees will be selected for each tour on the basis of seniority.**

¹ For purposes of this Agreement, the term “Representative” shall mean an employee in the Representative occupational classification in the CSSC in VNY and/or a Service Representative in the CSSC in VNE.

- 2. Each month during the six month trial, VNY and VNE will provide to the appropriate local union, reports regarding sales numbers, products sold, and other information the Companies may consider in making their respective decisions whether or not to continue the trial.**
- 3. Within 30 days following the conclusion of the trial, the parties will meet to review their respective opinions of the trial and to discuss whether the trial should be resumed, modified (and if so, for how long) or whether the Company will use vendors in whole or in part. During and after the trial the parties will meet to discuss any problems that may arise during the trial or arose during the trial to see if there is any mutually acceptable solution to those problems. Resumption of the trial or continuing the practice on a more regular basis will require the written consent of both parties.**
- 4. If the parties agree to continue having any employees perform this work after the trial, the Companies' use of Representatives to perform this work during the trial is without prejudice or precedent to either party's position as to whether employees in that occupational classification should be used to perform this work in the future or if a new occupational classification with a different wage rate should be used.**
- 5. If it is agreed to use bargaining unit employees to perform the kiosk work after the completion of the trial or any resumed trial, the parties will meet and confer as to the occupational/job classification to be assigned the work. If the parties do not agree, nothing in this Agreement shall be seen as limiting in any manner the Union's right to challenge the employment classifications or terms and conditions of the employment classification assigned to the work under Articles 34 and 32 of the VNY contract and the VNE contract respectively, or under any other provisions of the contracts.**

- 6. All aspects of this trial and this Agreement are without prejudice or precedent to the positions that either party may wish to take in any proceeding. In addition, neither this Agreement to conduct a trial nor any aspect of the trial itself, including but not limited to the work performed in connection with it, when it was performed or which employees performed such work, will be cited by any party in any forum for any purpose, except to enforce the terms of this agreement, should that be necessary.**

Please indicate your agreement with the above by signing in the space provided below.

Sincerely,

**Patrick Prindeville
Executive Director,
Labor Relations**

AGREED

**Dennis Trainor, Assistant to the Vice President
Communications Workers of America, AFL-CIO**

ATTACHMENT A

Mall Locations – NY and NE Regions

NY Region

Broadway Mall

NY, NY

Green Acres Mall

Valley Stream, NY

Palisades Center

West Nyack, NY

Roosevelt Field Mall

Garden City, NY

Smith Haven Mall

Lake Grove, NY

Staten Island Mall

Staten Island, NY

Walt Whitman Mall

Huntington Station, NY

Westchester Mall

White Plains, NY

NE Region

Burlington Mall

Burlington, MA

Natick Mall

Natick, MA

South Shore Mall

Braintree, MA

August 3, 2008

Mr. Dennis G. Trainor
Assistant to the Vice President
Communications Workers of America
AFL-CIO, District One
80 Pine Street, 37th Floor
New York, N.Y. 10005

Re: Post Trial Meetings

Dear Mr. Trainor:

As part of the negotiations of the 2008 collective bargaining agreements, the parties negotiated trials to explore giving bargaining unit employees the opportunity to perform work that had been contracted out by the Company. The three trials, MDU, Kiosk, and Riser Duct ("Trials"), each includes a provision at paragraph 3 requiring the parties to meet within 30 days of the conclusion of each trial. This letter memorializes our agreement that these post trial meetings will be between the Assistant to the Vice President, District One and other appropriate individuals designated by the Assistant V.P. for the Union and the Executive Director of Labor Relations and the Company Regional Vice President appropriate for the specific trial.

Sincerely,

Patrick J. Prindeville
Executive Director,
Labor Relations

AGREED

Dennis G. Trainor, Assistant to the Vice President
Communications Workers of America, AFL-CIO

August 3, 2008

Mr. Dennis G. Trainor
Assistant to the Vice President
Communications Workers of America
AFL-CIO, District One
80 Pine Street, 37th Floor
New York, NY 10005

Mary Jo Arcuri
Business Manager
International Brotherhood of Electrical Workers
AFL-CIO, Local 2213
One Telergy Parkway
6333 Route 298 – Suite 1C
East Syracuse, NY 13057

Re: Accounting/Collection Work Related to Direct Billing

Dear Mr. Trainor, and Ms Arcuri:

During our meetings we have discussed the bill printing and remittance processing work and the collection work that is performed for Verizon New York Inc. (“VNY” or “the Company”) and Verizon New England Inc. (“VNE”) in connection with Direct Billing for FiOS data and video services for customers who either have a landline but request direct billing or who do not have a landline (hereinafter referred to collectively as “the Accounting/Collection Work”). Although this work is currently performed by employees in other bargaining units or by other companies, in order to resolve any pending or potential grievances with respect to this work, the Company is willing to have certain Accounting/Collection Work moved to the appropriate VNY bargaining units on the terms we discussed.

Accordingly, this will confirm the agreement between the Company, on the one hand, and the Communications Workers of America, AFL-CIO (“the CWA”) and the International Brotherhood of Electrical Workers, AFL-CIO, Local 2213 (“the IBEW”) (collectively “the Unions”), on the other, with respect to this work. In particular, the Company and the Unions agree that:

- 1 Effective April 1, 2009, the Company will assign to the New York Upstate Accounting bargaining unit¹ the remittance processing work associated with the Accounting/Collection Work related to VNY's and VNE's customers. This work will be performed in that bargaining unit¹ by employees in the AOC – Accounting Operations Clerk occupational classification.**
- 2. Effective April 1, 2009, the Company will assign to the New York Downstate Accounting bargaining unit² the bill printing/mail work associated with the Accounting/Collection Work related to VNY's and VNE's customers. This work will be performed in that bargaining unit by employees in the AOC – Accounting Operations Clerk occupational classification.**
- 3. Effective January 1, 2009, the Company will assign to the New York Downstate and Upstate Commercial bargaining units³ the collection work (i.e. payment arrangements, disconnects for non-payment, blocking of services and restorals) associated with the Accounting/Collection Work related to VNY's and VNE's customers. Both bargaining units will share this work in the same manner that they presently share other collection work under the Automatic Call Distribution agreement dated August 20, 2000. This work will be performed in those bargaining units by employees in the Representative occupational classification.**
- 4. The Unions will withdraw with prejudice any grievances and arbitrations that either has filed against the Company**

¹ Employees covered by the Agreement between the Upstate Telephone Employees' Association/ Communications Workers of America, Local 1113 and Verizon New York Inc., Verizon Corporate Services Corp. and Verizon Services Corp.

² Employees covered by the Agreement between Communications Workers of America, Local 1100 and Verizon New York Inc. and Verizon Services Corp.

³ Employees covered by the Agreement between Verizon New York Inc., Verizon Corporate Services Corp. and Verizon Services Corp and the CWA, Local 1105, and the Agreement Between Verizon New York Inc. and Verizon Services Corp. and the International Brotherhood of Electrical Workers, AFL-CIO, Local 2213, respectively.

that claim in any manner that VNY violated their respective collective bargaining agreements by not assigning the Accounting/Collection Work to bargaining unit employees. The CWA will also withdraw with prejudice CWA 1113 grievance # G07-01400.

5. Nothing in this Agreement is intended to add to, diminish or affect any rights or obligations that any party has under any provisions of their collective bargaining agreements.
6. The parties agree that this Agreement is without prejudice or precedent to any party's position in any other matter and that no party will attempt to cite or refer to this Agreement, its terms or any assignment of work made hereunder in any other grievance, arbitration, or other proceeding in any forum, except as necessary to enforce the terms of the Agreement itself.

Please indicate your agreement with the above by signing in the space provided below.

Sincerely,

Patrick J. Prindeville
Executive Director,
Labor Relations

AGREED: _____

Dennis G. Trainor
Communications Workers of America,
AFL-CIO

AGREED: _____

Mary Jo Arcuri, Business Manager
International Brotherhood of
Electrical Workers, Local 2213 AFL-CIO

August 3, 2008

Mr. Dennis G. Trainor
Assistant to the Vice President
Communications Workers of America
AFL-CIO, District One
80 Pine Street, 37th Floor
New York, N.Y. 10005

Mary Jo Arcuri
Business Manager
International Brotherhood of Electrical Workers
AFL-CIO, Local 2213
One Telergy Parkway
6333 Route 298 – Suite 1C
East Syracuse, NY 13057

Re: HCC – Pension Band

Dear Mr. Trainor and Ms Arcuri:

This will confirm our agreement to change the wage rate and pension band of the Health Care Coordinators (“HCC’s”) that were established in the August 5, 2000 letter agreement. Specifically, the HCC wage table will increase from Wage Table I to Wage Table II and the pension band will increase from Pension Band 124 to Pension Band 126. This change will apply to the HCC’s in the following collective bargaining units:

New York Plant
VSC – New York
Downstate New York - Accounting (CWA Local 1100)
Downstate New York - Traffic (CWA Local 1108)
Downstate New York - Commercial (CWA Local 1105)
Upstate New York - Accounting (CWA Local 1113)
Upstate New York - Traffic (CWA Local 1104)
Upstate New York - Commercial (IBEW Local 2213)
VSC – New England - (CWA Local 1395)
New England Sales - (CWA Local 1400)
New England SOEC-SS - (CWA Local 1302)

If any of the HCCs are transferred, promoted or assigned to another occupational classification/job title that has a different Wage Table and/or Pension Band they will be covered by the Wage Table and/or Pension Band of that occupational classification/job title on the same basis that would apply to any other employee who is transferred, promoted or assigned to another occupational classification/job title that has a different Wage Table or Pension Band.

Sincerely,

**Patrick J. Prindeville
Executive Director,
Labor Relations**

AGREED

**Dennis G. Trainor, Assistant to the
Vice President
Communications Workers of America,
AFL-CIO**

AGREED

**Mary Jo Arcuri, Business Manager
International Brotherhood of
Electrical Workers,
Local 2213 AFL-CIO**

1994 MEMORANDUM OF UNDERSTANDING BETWEEN CWA AND NYNEX COMPANIES

MANAGEMENT EMPLOYEES PLACED IN THE BARGAINING UNIT

Other than those employees referred to in the Work Reassignment Letter who shall retain their seniority (determined by net credited service) for all purposes, the seniority of a management employee who has been assigned to the bargaining unit shall be determined by net credited service reduced by time spent in management jobs for purposes of vacation selection, tour assignment, UTP, bidding and transfer, for a period of two years, except that in the case of management employees assigned to the Upstate Traffic bargaining unit, their H-V date shall be considered to begin with the first day of their assignment to the bargaining unit. Thereafter, such employee's seniority for these purposes will be determined by net credited service except for H-V dates. Commencing on the date of reassignment, the measurement of such employee's seniority for all other purposes, including pension calculation and force adjustment, shall be net credited service.

MEMORANDUM OF UNDERSTANDING

ADVISORY COMMITTEE ON HEALTH CARE (ACHC)

Motivated by a mutual concern over health care issues, the Company and the Union recognize the following responsibilities:

- examinations and analyses of the major areas of health care costs for Bell Atlantic and its employees;
- considerations of additional cost containment measures, as appropriate;
- examinations of the recommendations and findings of various health care coalitions and other organizations concerned with the quality and cost of health care;
- an exploration of proposed federal and state legislation;
- encourage Health Maintenance Organizations to price their services competitively so as to encourage employee participation;
- an examination of educational programs dealing with life styles and health status and the relationship between the two;

- making recommendations regarding all of the above areas of health care cost containment; recommend and develop joint educational programs to help employees make better use of the medical plan and encourage employees to become better consumers of medical services;
- investigate the impact of changing medical patterns of practice to determine areas of the plans that might need to be adjusted and to recommend changes, if appropriate;

Company and the Union also recognize the following need with respect to the implementation of Managed Care Programs:

- issue an RFP to potential carriers, including general managed care network carriers, specialized mental health/substance abuse managed care firms, and mail order and retail prescription drug firms,
- review proposals, interview carriers, and make a recommendation on the selected carrier (s);
- discuss timing of the network's implementation and roll-out in various geographic sites, including reviewing and providing input on the readiness of sites;
- assist with additional provider recruitment as required;
- assist with employee communications on network implementation and other issues, to aid in the education and training of employees and union representatives on network enrollment, operation and usage;
- create a constructive process for problem resolution on employee claim and network usage issues;
- identify health promotion and wellness needs, and assist in developing programs to meet employee wellness issues throughout the network if appropriate;
- identify opportunities to enhance network utilization and effectiveness;
- review ongoing network performance such as provider access, service indicators, quality, responsiveness to employee needs, employee satisfaction issues and surveys.

To address the above needs, the Company and the Union agree to continue the Advisory Committee on Health Care at the regional level. The Advisory

Committee shall be a high level committee which will provide oversight and act on approved recommendations.

The Advisory Committee (ACHC) shall have a total of not more than four (4) management representatives from Bell Atlantic and not more than three (3) representatives designated by the CWA including one from the International and one (1) representative designated by the International Brotherhood of Electrical Workers Local 2213 (“IBEW”). The ACHC shall work directly with the Director - Health Benefits and Life Services of Bell Atlantic. As needed, outside experts (e.g. representatives of carriers and third-party administrators) shall attend the Advisory Committee meetings.

The Advisory Committee shall meet from time-to-time but at least four times each year.

The Working Committee shall have a total of not more than two (2) management representatives and a total of not more than two (2) representatives appointed by the CWA and one (1) representative appointed by the IBEW. The Working Committee will meet periodically as necessary to resolve issues as delegated by the Advisory Committee.

These Committee (s) shall develop facts and use consensus so that well-informed decisions can be made regarding the matters covered by this provision.

Disability Sub-Committee

The Company and the Union agree to establish a Disability Sub-Committee to the Advisory Committee on Health Care (ACHC). The purpose of the Disability Sub-Committee is to provide recommendations regarding improvements to the processes for the administration and payment of disability and workers’ compensation benefits.

The Disability Sub-Committee shall consist of not more than three (3) management representatives and not more than three (3) representatives from CWA/IBEW (Local 2213 only). The Disability Sub-Committee will meet not less than quarterly, effective following the first meeting of the ACHC.

APPENDIX A

ROLE OF THE ADVISORY COMMITTEE ON HEALTH CARE (ACHC)

1. Solicit proposals from potential carriers, including (1) general managed care carriers, (2) specialized mental health/substance abuse managed care firms, and (3) mail order and retail prescription drug providers.
2. Review proposals, interview carriers, and provide input and recommendations to the Company on the selected carrier(s).
3. Conduct on-site visits to all finalists.
4. Discuss timing of implementation and rollout in various geographic sites, including reviewing and providing input on the readiness of sites.
5. Assist with employee communications on implementation and other issues, to aid in the education and training of employees and business agents on network enrollment and operation.
6. Assist in actual implementation.
7. Identify health promotion and wellness needs, and assist in developing programs to meet employee wellness issues.

APPENDIX B

ROLE OF THE WORKING COMMITTEE ON HEALTH CARE

1. Create a constructive process for problem resolution on employee claim and network usage issues.
2. Identify opportunities to enhance utilization and effectiveness of network providers.
3. Review ongoing network performance such as provider access, service indicators, quality, responsiveness to employee needs, employee satisfaction issues and surveys.
4. Address the process to be utilized in extending until October 31, 1998 the filing of prior year claims that have been filed in an untimely manner, and resolve appeals associated with the issue.

1998 MEMORANDUM OF UNDERSTANDING

BONUS FOR MEETING SERVICE AND OTHER STANDARDS

- A. Employees of New York Telephone Company, Empire City Subway Company (Limited) and Employees of Telesector Resources Group, Inc. employed in New York State.

The parties agree that employees of New York Telephone Company ("NYT") and employees of Telesector Resources Group, Inc. employed in New York State, who are represented by the Union:

1. will receive in March 2000 a cash bonus (not a stock bonus) of \$700, in accordance with the provisions set forth below, if they were on the payroll on December 31, 1999 and if the "NYT Identified Standard" for 1999 is met; and
2. will receive in March 2001 a cash bonus (not a stock bonus) of \$700, in accordance with the provisions set forth below, if they were on the payroll on December 31, 2000 and if the "NYT Identified Standard" for 2000 is met.

- B. Employees of New England Telephone Company and Employees of Telesector Resources Group, Inc. Employed in States Other Than New York.

The parties agree that employees of New England Telephone and Telegraph Company ("NET") and employees of Telesector Resources Group, Inc., employed in states other than New York who are represented by the Union:

1. will receive in March 2000 a cash bonus (not a stock bonus) of \$700, in accordance with the provisions set forth below, if they were on the payroll on December 31, 1999 and if the "NET Identified Standard" for 1999 is met; and
2. will receive in March 2001 a cash bonus (not a stock bonus) of \$700, in accordance with the provisions set forth below, if they were on the payroll on December 31, 2000 and if the "NET Identified Standard" for 2000 is met.

- C. Employees of Bell Atlantic Yellow Pages Company

The parties agree that employees of Bell Atlantic Yellow Pages Company ("BAYP") who are represented by the Union:

1. will receive in March 2000 a cash bonus (not a stock bonus) of \$700, in accordance with the provisions set forth below, if they were on the payroll on December 31, 1999 and if the "BAYP Identified Standard" for 1999 is met; and
2. will receive in March 2001 a cash bonus (not a stock bonus) of \$700, in accordance with the provisions set forth below, if they were on the payroll on December 31, 2000 and if the "BAYP Identified Standard" for 2000 is met.

D. Standards Development

For purposes of paragraphs A, B, and C above, the following process will be employed to develop the "NYT Identified Standard," the "NET Identified Standard," and the "BAYP Identified Standard," respectively:

1. Beginning no later than thirty days from ratification of this agreement and continuing for no more than sixty days thereafter, the parties shall meet through their designated representatives to attempt to reach agreement on service, financial or other standards applicable to the respective companies that will become the Identified Standards referred to in paragraphs A and B, above.
2. If at the end of that sixty day period, standards are not agreed upon for NYT, then the standard to be applied to that company shall be the same as the N.Y.P.S.C. standard applied in paragraph A of the provision of the 1994 MOU entitled "Bonus for Meeting Service and Other Standards."
3. If at the end of that sixty day period, standards are not agreed upon for NET, then:
 - a. the standard to be applied to the TRG (New England) bargaining unit shall be the same as the N.Y.S.P.S.C. standard applied in paragraph A of the provision of the 1994 MOU entitled "Bonus for Meeting Service and Other Standards"; and
 - b. the standard to be applied to the New England Residence Sales, New Hampshire, and Central Order Bureau bargaining units shall be the same as the default standards contained in the existing collective bargaining agreements covering those bargaining units.
 1. If at the end of that sixty day period, standards are not agreed upon for BAYP, then the standard to be applied to that Company shall be the same as the default standards contained in the

existing collective bargaining agreements covering those bargaining units.

E. Provisions Applicable To All Bonuses

1. Bonus payment amounts shall be subject to federal, state and local tax and FICA withholding.
2. Bonus payments will be used in determining deductions for union dues.
3. Bonus payments will enter into computations of overtime worked.
4. Bonus payments shall not be used in the calculation of any benefit payments, company contributions or allotments pursuant to any Company savings or benefit plans or programs.

1998 MEMORANDUM OF UNDERSTANDING

SPECIAL INCENTIVE 6 & 6 PENSION

The Companies and the Union agree to amend the existing labor agreements between them, except those covering CWA Local 1301 (Directory Sales) and CWA Local 1302 (Directory Clerical), and the Company agrees that it will amend the NYNEX Pension Plan (the "Pension Plan") to incorporate these amendments, which are contingent upon and subject to continued approval of the Pension Plan by the Internal Revenue Service as a qualified plan and such approval as the Company may deem appropriate by the United States Department of Labor or any other applicable governmental authority. In addition, the Company shall make such other changes in the Pension Plan as may be required by changes in the law, subject to applicable provisions of the collective bargaining agreements between the parties.

The amendments to the Pension Plan, to be effective August 9, 1998, as set forth below, will apply to employees who are represented by the Union and other non-management, non-represented employees of the Companies.

Related provisions and references in the Pension Plan will be modified to conform with these amendments.

The parties agree that whatever obligation the Company may have had under the existing labor agreements to offer a special pension enhancement to employees at some time before August 9, 1998, pursuant to Paragraph 11 of the "Force Adjustment Plan Retirement Incentive" provision of the 1994 Memorandum of Understanding ("MOU"), the Company will no longer have an obligation to offer the special pension enhancement to eligible employees under the existing labor agreements.

1. To be eligible for the 6 & 6 pension offer pursuant to this agreement (the "Offer"), an employee must be a regular employee at the time of the Offer and must be eligible for a service pension with or without the application of the retirement incentive before August 9, 1998.
2. On August 8, 1998, the Company will make the Offer to all eligible employees, regardless of whether or not they have previously received a retirement incentive offer under the Force Adjustment Plan ("FAP"), all of whom will be considered as having received the Retirement Incentive offer that the Company is obligated to make to each employee

some time before August 9, 1998. Within each universe defined below, employees will be permitted to retire pursuant to the Offer on Alternate Retirement Dates (“ARDs”) to be determined by the Company, in accordance with the following:

- a. On September 21, 1998, and, for employees in titles and universes in which there are no ARDs during the fourth quarter of 1998, on December 19, 1998, in the numbers, by title and universe, as shown on Attachment A.
 - b. From the fourth quarter of 1998 through the fourth quarter of 1999, on ARDs to be determined by the Company, in the percentages of eligible volunteers remaining after September 21, 1998, by title and universe, shown by quarter on Attachment A.
3. The universes for the Offer will be as follows:
- Plant & TRG-NY - Job Title within Union Local
- Commercial, Accounting & Traffic - Job Title within Fifth level entity within ITA for each bargaining unit. If Fifth level entity does not exist, the next lower entity will be used.
4. The Offer, along with an Election to Volunteer Form, will be sent to the home address of each eligible employee on a date to be determined by the Company, but no later than August 8, 1998. Employees may indicate, on the Election to Volunteer Form, in priority order, their choices for September 21, 1998, December 19, 1998, and ARDs. An employee who leaves blank any of the available ARDs will be considered only for the ARDs selected, and if the employee’s seniority does not permit assignment to any of those choices, the employee will not be considered for any other available ARDs. Any eligible employee who selects all the available ARDs will be guaranteed assignment to an ARD.
5. There will be a 30 day selection window period which begins on the date the Offer is sent. Completed Election to Volunteer Forms must be received no later than midnight on the last day of the selection window period. During the selection window period, employees may make, change, or withdraw their selections. After the close of the selection window period, employee selections will be irrevocable, unless an exception is agreed to in writing by the Company’s Regional

Bargaining Agent and the CWA District One Vice President, based on the recommendation of the Employee Placement Team.

6. If, after the close of the 30 day selection window period, the number of volunteers for retirement by September 21, 1998 or December 19, 1998 in any title and universe exceeds the number shown on Attachment A, the Company may elect to accept any or all of such additional volunteers. If additional volunteers remain, the Company shall, to the extent of the remaining volunteers, offer to rehire former temporary employees, whose names appear on Attachment B, who held such title, in order of net credited service from within the title and universe, and, in the case of positions in the Plant bargaining unit, if there are insufficient candidates from within the Local, from within the ITA. The Company will permit additional volunteers to leave with the 6 & 6 to the extent it rehires former temporary employees from Attachment B.
7. Retirement dates (September 21, 1998, December 19, 1998, and ARDs) will be assigned in seniority order within the job title and universe.
8. The pension and Social Security Supplement amounts for an employee who retires pursuant to the Offer will be calculated as of the employee's ARD.
9. Employees assigned an ARD will be frozen in their current job title and shall not be eligible for participation in SPV/UTP, Article 36, Intra-area UTPs and the Job Bank. This will not, however, preclude the Company from transferring such employees as otherwise provided for or permitted by the applicable collective bargaining agreements. Employees so transferred will keep their assigned ARDs.
10. Eligible employees who do not retire pursuant to the offer, and who remain as employees until January 1, 2001, will receive, upon retirement, the greater of the pension amount calculated as of the time of retirement or the pension amount with the 6 & 6 retirement incentive calculated as of August 8, 1998. Such eligible employees will, in either event, receive the Social Security Supplement calculated as of August 8, 1998.
11. If an employee died or dies between May 1, 1994 and the end of the 30 day selection window period referred to in paragraph 4, above, at a time when the employee was or is eligible for the 6&6 retirement

incentive, without having retired with the 6 & 6 retirement incentive, any applicable survivor options belonging to the employee will be enhanced in accordance with the terms of the 6 & 6 retirement incentive. If any such employee elects or elected a joint and survivor annuity for a surviving spouse greater than 50%, such election will be honored by the plan even if the employee dies or died prior to retiring.

12. If an eligible employee who volunteered to accept the Offer, and was assigned or was in the process of being assigned an ARD, dies after the 30 day selection window period referred to in paragraph 4, above, but before the ARD to which he or she was assigned or would have been assigned, any applicable survivor options belonging to the employee will be enhanced in accordance with the terms of the 6 & 6 retirement incentive. If any such employee elects a joint and survivor annuity for a surviving spouse greater than 50%, such election will be honored by the plan even if the employee dies or died prior to retiring.
13. If an employee exhausted or exhausts the maximum period of disability benefits between May 1, 1994 and the end of the 30 day selection window period referred to in paragraph 5, above, at a time when the employee was or is eligible for the 6 & 6 retirement incentive, without having retired with the 6 & 6 retirement incentive, the employee will be considered to have retired under the terms of the 6 & 6 retirement incentive.
14. If an eligible employee who volunteered to accept the Offer, and was assigned or was in the process of being assigned an ARD, expires the maximum period of disability benefits after the 30 day selection window period referred to in paragraph 5, above, but before the ARD to which he or she was assigned or would have been assigned, the employee will be considered to have retired under the terms of the 6 & 6 retirement incentive.
15. An employee who is assigned an ARD may not enter the Next Step Program. Any current TTA who cannot complete a semester by his or her assigned ARD will not be eligible to begin that semester. Any current TTA who is assigned an ARD may voluntarily drop out of the Next Step Program. Any TTA who, under the above circumstances, stops attending classes, whether voluntarily or involuntarily, will retain the TTA wage rate and pension band.

16. The Pension Plan and any relevant contract provisions will be amended to conform to this agreement. As of the effective date of this agreement, all pension incentive provisions in the FAP will be deleted, and no surplus 6 & 6 offers will thereafter be made pursuant to the FAP.

2000 MEMORANDUM OF UNDERSTANDING

CORPORATE PROFIT SHARING (CPS)

The following Corporate Profit Sharing Plan shall apply during the term of this Agreement:

Section 1. Plan Purpose. The Corporate Profit Sharing Plan (“CPS”) is designed to encourage and Reward employees for their contribution to Company profits.

Section 2. Plan Years: **The CPS will provide awards for results in calendar years 2008, 2009 and 2010 with awards payable in 2009, 2010 and 2011.**

Section 3. Eligibility.

- (a) Eligible Employees. Full-time and part-time regular and temporary employees who are on the payroll for at least 90 days during an applicable Plan Year will be eligible to receive a CPS Distribution to the extent earned and payable. Employees who resign or are discharged for cause prior to December 31 of the Plan Year forfeit their eligibility to receive a CPS Distribution.
- (b) Proration for Partial Years. For an employee who is employed more than 90 days, but less than 12 months, of the Plan Year, the employee’s CPS Distribution will be prorated by twelfths to correspond to the number of months of participation during the Plan Year. For purposes of proration, a month will be taken into account if the employee is actively participating on the first day of the calendar month.
- (c) Proration for Part-Time Employees. CPS Distribution for each eligible part-time employee will be prorated as a percent of the normal workweek for a full-time employee in the same title.

Section 4. Time Worked and Leaves of Absence. The following will count as time on the payroll for CPS Distributions:

- (a) Absence attributable to approved sickness or accident disability up to accrued FMLA leave.
- (b) Departmental leave (up to 30 days).
- (c) Time that an employee is eligible to receive pay for Military Leave.

- (d) Up to 30 days for Anticipated Disability Leave and Child Care leave combined.
- (e) Up to 30 days for any other approved leave.

An employee shall not lose eligibility if, on December 31 of the applicable Plan Year, the employee is absent for one of the reasons stated in (a) through (e) above.

Section 5. Separations. An employee who is otherwise eligible for a CPS Distribution will not lose eligibility due to the following separations (so long as the employee has a period of at least 90 days of active participation during the Plan Year):

- (a) Retirement
- (b) Separation due to force surplus
- (c) Transfer (or a quit/hire, with a break not exceeding 30 days) to another company that participates in this Plan or to an affiliated company with a collectively bargained corporate profit sharing plan that is substantially similar to this Plan, and the employee is on the payroll of such company on December 31 of the same year
- (d) Death of the employee
- (e) Promotion to management, and the employee is on the payroll of the company in which he or she is employed as a manager on December 31 of the same year

An employee who is separated from the active payroll for the above reasons will receive a CPS distribution that shall be prorated as described in Section 3

Section 6. CPS Distribution Calculations

(a) Standard Award: The “Standard” CPS Distribution shall be as follows:

Performance Year	Standard CPS Distribution	Year Payable
2008	\$500	2009
2009	\$500	2010
2010	\$500	2011

- (b) Performance Percentage. The actual CPS Distribution per eligible employee will be calculated by multiplying the “Standard” CPS Distribution by a “Performance Percentage” for the Plan Year that shall not be less than 0% and not more than 200%. The “Performance Percentage” shall be based on the performance percentage that is applicable to the financially driven component of the short-term annual cash incentive award (the “STIP” award) payable for that performance year to the Chief Executive Officer(s) of Verizon Communications (the “CEO”). The Performance Percentage for this Plan for a given year shall bear the same relationship to 200% as the performance percentage that is awarded to the CEO for financial results in that year bears to the maximum percentage available to the CEO for financial results under the STIP plan. For example, for any performance year in which the performance modifier for the CEO is based on a range from 0% to 200%, then the Performance Percentage under this Plan shall be equal to the performance modifier applicable to the CEO for the same performance year. For any performance year in which the performance modifier for the CEO is based on a range from 0% to 100%, then the Performance Percentage under this Plan shall be equal to the product of two times the performance modifier applicable to the CEO for the same performance year.
- (c) Notwithstanding paragraphs (a) and (b) above, the minimum distribution for Performance Years 2008, 2009 and 2010 will be \$700, subject in all cases to prorating under Section 3.

Section 7. Information Requests. The Company agrees to provide to the Union upon request with publicly disclosed information about the STIP compensation of the CEO. With respect to information not publicly disclosed, the Company will only provide the Union with the following:

- (a) A copy of the approved STIP achievement scale for the performance year, which sets out the financially driven performance modifiers that would be applicable to various financial results for the year. The unions will treat this information as confidential and proprietary information and will not disclose the information to any person for any purpose other than monitoring the administration of the CPS program.

- (b) A report on the outcomes of the factors that affect the financially driven component of the CEO's STIP award for a performance year. This information will be provided as soon as practicable after the end of the performance year.
- (c) A summary of the total CPS distribution payments which eligible employees received under the Plan. This information will be provided as soon as practicable following the end of the Plan Year.

Section 8. Payment of CPS Distributions. CPS Distributions, when earned, will be paid by separate payroll remittance (EFT or check) not later than March 15th of the year immediately following the Plan Year. For eligible employees who are no longer employed at the time of payment, the Company will be deemed to have satisfied its obligation to pay the CPS award if it sends payment to the eligible recipient's last known address. Each such payment shall be subject to the applicable federal withholding rate for non-recurring payments (currently, a 28% flat rate), and other applicable payroll taxes.

Section 9. Benefit-Bearing Treatment of CPS Distribution. When paid, a CPS distribution will be treated as eligible benefit-bearing pay solely for the following purposes:

- (a) The CPS distribution will be taken into account for purposes of the Supplemental Monthly Pension calculation under the qualified pension plan.
- (b) The CPS distribution shall be treated as eligible benefit-bearing pay which may be contributed to the qualified Savings and Security Plan according to the same contribution percentage (if any) as is in effect for regular wages at the time the CPS distribution is paid (and the same terms and conditions for pre-tax or after-tax treatment, and for qualifying for applicable company matching contributions).
- (c) To the extent that an employee is eligible for the one-times-pay death benefit under the qualified pension plan (subject to applicable caps on such death benefit), the last CPS distribution paid to an employee prior to an employee's death shall be taken into account (to the extent it does not cause the death benefit to exceed the applicable cap).

- (d) The last CPS distribution paid to an employee prior to an employee's death shall be taken into account under the terms of the group term life insurance plan for active employees.
- (e) The CPS distribution may be taken into account for union dues to the extent determined appropriate by the union representing the employee.

CPS distributions will not be included in calculations for any other purposes.

Section 10. Grievances and Arbitration. The employee's employing company shall have the discretion to administer this Plan according to its terms. The employing company's interpretations and determinations under this Plan shall be final and binding. The employee's union representative may present grievances relating to matters covered by the Plan but neither the Plan nor its administration shall be subject to arbitration, except that the limited issue of an employee's eligibility to participate in a specific distribution under the Plan shall be arbitrable.

For the Companies
John P. Navarro
Vice President
Labor Relations

For the CWA
Lawrence Mancino
Vice President
District One

2000 MEMORANDUM OF UNDERSTANDING

TEAM -BASED INCENTIVE PAY PLAN

From time to time, the Companies may implement team-based incentive pay linked to service, productivity and/or other business related standards set by Lines of Business or Business Units up to 10% of annual basic wage rates. These non-benefit-bearing payments may be paid monthly, quarterly, semi-annually, or annually. Teams shall be at director level or, with the concurrence of the Local Union, at the lower level. The director or lower level manager, as appropriate, will meet with the Local Union to solicit input and review the details of any team-based incentive pay plan prior to its implementation. Neither this provision nor any team-based incentive pay plan will be subject to the grievance and arbitration procedures.

For the Companies
ohn P. Navarro
Vice President
Labor Relations

For the CWA
Lawrence Mancino
Vice President
District One

2008 AGREEMENT CONCERNING ISSUES

RELATED TO THE BELL ATLANTIC-GTE MERGER

This Agreement, by and between Verizon (“VZ”)-New York, Inc., VZ New England, Inc., Verizon Services Corp. (“VSC”), Empire City Subway Company (Limited), and NYNEX Information Resources Company, (hereinafter collectively called “the Companies” and individually called a “Company”), and Communications Workers of America, AFL-CIO (hereinafter “CWA”) addresses the permanent transfer of jobs relating to the Bell Atlantic-GTE merger.

Limitations on Transfer of Jobs

The following limitations on permanent transfers of jobs shall be effective August 3, 2008 and terminate concurrently with the labor agreements, August 6, 2011.

- (1) During each contract year of the parties’ current collective bargaining agreements (“CBA”), from August 3, 2008 to August 6, 2011, a Company may not permanently transfer more than .7% of the CWA represented jobs from any of the universes described below to an area outside of New York State (“NYS”).
 - (a) Plant Bargaining Unit - The universes for the Plant bargaining unit within NYS are the counties of NYS.
 - (b) Commercial Bargaining Unit - The universes for the Commercial bargaining unit within NYS are the counties of NYS.
 - (c) Traffic Bargaining Unit - The universes for the Traffic bargaining unit within NYS are the individual Traffic bargaining units within NYS.
 - (d) Accounting Bargaining Unit - The universes for the Accounting bargaining units within NYS are the individual Accounting bargaining units within NYS.
 - (e) VSC Bargaining Unit - The universe for the VSC bargaining unit within NYS is the Company-wide bargaining unit in NYS.
- (2) The percentage of jobs permanently transferred from NYS to an area outside NYS will be calculated as follows:
 - a. Total CWA Represented Jobs in a universe in NYS permanently transferred to an area outside NYS.

- b. (divided by) Total CWA Represented Jobs in that universe.
- (3) During each contract year of the parties' current collective bargaining agreements ("CBA"), from August, 3, 2008 to August 6, 2011, a Company may not permanently transfer more than .7% of the CWA represented jobs from the universes described below to an area outside the New England States.
- (a) New England Directory Sales and New England Directory Clerical Bargaining Units - The universes for the New England Directory Sales ("NE Dir. Sales") and Directory Clerical ("NE Dir. Clerical") bargaining units in New England ("NE") are those bargaining units within NE.
- (b) New England CWA Locals 1302, 1395 and CWA 1400 Bargaining Units - The universes for the New England CWA Locals 1302, 1395 and 1400 bargaining units are those bargaining units within NE.
- (4) The percentage of jobs permanently transferred from NES to an area outside NES will be calculated for each universe as follows:
- a. Total CWA Represented Jobs in a NES universe permanently transferred outside NES;
- b. (divided by) Total CWA Represented Jobs in that universe.
- (5) If an employee voluntarily transfers from a job in NYS to a job outside NYS, or from a job in NES to a job outside the NES, the transfer of that employee shall not be included in the calculation of the percentage of jobs permanently transferred for purposes determining whether the .7% per year limit has been exceeded.

For the Companies

For the CWA

Patrick Prindeville

Dennis G. Trainor

2008 MEMORANDUM OF UNDERSTANDING

Arbitration/Mediation of Discipline

This will confirm the parties' agreement to expedite the processing of certain suspension and termination grievances by assigning such matters to be resolved through the procedures set forth herein (hereinafter "the Agreement"). In particular, the parties agree as follows:

A. General Provisions

1. The Mediation/Arbitration procedure and the Mediation procedure set forth in Sections B and C, respectively, will be used on a trial basis that will run from January 1, 2009 through June 30, 2010.
2. Except as modified by Sections B through D of this Agreement below all other provisions of Articles 10, 11, 12, 45 and 56 of the NY Plant CBA, Articles 14, 15, 31, 42, and Appendix A Section 11 of the Downstate NY Traffic CBA(CWA Local 1108), Articles 11, 13, 14, 29 and 40 of the Downstate NY Commercial CBA (CWA Local 1105), Articles 9, 10, 11, 26 and 37 of the Downstate NY Accounting CBA (CWA Local 1100), Articles 10, 11, 12, 43 and 55 of the VSC-NY CBA, Articles 34, 14, 15, 16 and 47of the Upstate NY Traffic CBA (CWA Local 1104), Articles 11, 12, 13 and 45 of the Upstate NY Accounting CBA (CWA Local 1113), Articles 19, 16, 17, Appendix C and 18 of the Upstate NY Commercial CBA (IBEW 2213), Articles 24A, 24, 25, 25A and 24B of the New England CWA Local 1400 CBA, and Articles 24A, 24, 25, 25A and 24B of the New England CWA Local 1302 CBA, and Articles 10, 11, 12, and Appendix C, 52 of the VSC New England CBA (CWA Local 1395) shall remain in effect.
3. Although both parties are committed to expediting the processing of grievances through these procedures, both recognize that from time to time adhering to the schedules set forth in this procedure may not be possible or practicable given the schedules of the parties'

representatives and witnesses, illness, etc. For this reason, time limits in this Agreement may be extended by mutual agreement. In addition, failure by either or both parties to meet any deadline will not prejudice either party or have any dispositive effect on the issue in the grievance.

4. All references to “days” are to calendar days.
5. The parties will meet during the second quarter of 2010, to review the process and to discuss whether the trial should be continued, and if so, for how long and whether procedures set forth in this agreement should be modified. Continuation of the trial will require the written consent of both parties. The intent of the parties is to continue the trial provided that both parties believe that the trial has been mutually beneficial.
6. Given that the parties will be scheduling cases under the mediation/arbitration process, the mediation process and the arbitration process under this Agreement, as well as other arbitrations not covered by this Agreement, either party may decline to have more than four (4) days of hearings scheduled in any month pursuant to the procedures set forth in this agreement for any one of the three areas described in B(2)(b) below. Hearings that are not covered by this Agreement, for example, contract arbitrations, will not count toward the four-day limitation.
7. All aspects of this trial and this Agreement are without prejudice or precedent to the positions that any party may wish to take in any proceeding.
8. Except as provided herein, this Agreement is not intended to add to, diminish or affect any rights or obligations that any of the parties have under any of their collective bargaining agreements.

B. Suspensions – Expedited Mediation/Arbitration Procedure

1. This section applies to all suspensions, except for suspensions that involve (a) Work Time Violations under the parties’ Work Time Violation Letter Agreement dated

June 9, 1986; (b) a policy or program (e.g. Absence Control Plan, Service Excellence Plan) where the policy or program is the subject of a pending grievance at the time the suspension is announced; (c) issues of arbitrability or contractual interpretation; (d) a work stoppage or strike activity or (e) an administrative charge or court action.

2. Selection of Mediator/Arbitrator

- a. The parties will meet as soon as practicable, but no later than thirty (30) days after the ratification date of the Collective Bargaining Agreement (“the CBAs”), to begin selecting the panels of Mediator/Arbitrators who will hear those cases subject to this procedure.**
- b. The parties will establish three panels of six (6) Mediator/Arbitrators each who will hear these cases. One panel will be used to hear only those CWA and IBEW cases that arise in the Upstate New York area as that area is defined in those Upstate CWA CBAs and the IBEW 2213 CBA.¹; one to hear only those cases arising in the Downstate New York area as that area is defined in the CWA CBAs²; and one to hear only those cases arising under the New England CWA CBAs³.**
- c. The parties will attempt to mutually agree to which Mediator/Arbitrators will be placed on each panel no later than forty-five (45) days after the ratification date of the CBAs. To the extent that the parties cannot agree on a full complement of Mediator/Arbitrators for any of the three panels, the parties will contact the American Arbitration Association (“AAA”) no later than 60 days after the ratification date of the Agreement, which will assist the parties as follows:**

¹ NY Plant (Upstate); Upstate Traffic (CWA Local 1104); Upstate Accounting (CWA Local 1113); and Upstate Commercial (IBEW 2213).

² NY Plant (Downstate); Downstate Traffic (CWA Local 1108); Downstate Commercial (CWA Local 1105); Downstate Accounting (CWA Local 1104); VSC CBA.

³ CWA Local 1400; CWA Local 1302; and CWA Local 1395.

- (1) The AAA will provide the parties with an even-numbered list (one for each panel that is not fully populated) of no less than 20 potential Mediator/Arbitrators who are members of the National Academy of Arbitrators and who reside in the New York-New England area. The parties will attempt to select, by mutual agreement, a sufficient number of Mediator/Arbitrators from this list to fully populate the panels.**
 - (2) If after seven (7) days the parties are unable to mutually agree on a sufficient number of Mediator/Arbitrators to fully populate the panels, they will request the AAA to provide them with an odd-numbered list for each remaining vacancy on each panel of no fewer than nine (9) Mediator/Arbitrators, who are members of the National Academy of Arbitrators. The parties will attempt to select, by mutual agreement, a sufficient number of Mediator/Arbitrators from these lists to fully populate the panels, and if they are unable to do so, they will alternately strike names on each list until one is remaining who will then be added to the panel.**
- d. It is the intention of the parties that they will fully populate all three panels using the above procedures no later than seventy-five (75) days from the ratification date of this Agreement.**
 - e. The parties may agree, by mutual consent, to use any Mediator/Arbitrator on more than one panel.**
 - f. Any panel member may be removed by either party upon written notice to the other party. Should that occur, the parties will meet to select a replacement and if they cannot agree upon a replacement within thirty (30) days, they will seek the assistance of the AAA and will use the procedures set forth in paragraphs B(2)(c) (1) and (2) above to select a replacement.**

- g. Within fourteen (14) days of populating the panels, the Company and the union will contact, by joint letter, each of the Mediator/Arbitrators informing them of their selection to serve as Mediator/Arbitrators; describing the nature of their appointment and the process under which they will serve; and to request their acceptance to serve on the panel. They will also request that each panel member provide the parties with dates for the period January 2009 through June 30, 2010 that they can be available for hearings, and that their acceptance and their availability be provided within thirty (30) days from the date of the selection letter.**
 - h. Within fourteen (14) days of receiving responses from the panel members, the parties will meet to establish a schedule as to when each Mediator/Arbitrator will hear cases under this Agreement. If any Mediator/Arbitrator declines to serve, the parties will meet to select another panel member using the procedure set forth above in Paragraph B(1) and (2)(c).**
- 3. Hearing Procedures**
- a. The parties will present up to two cases on any scheduled day of hearing.**
 - b. Each case must be concluded in no more than four (4) hours. Each party will have one and one-half hours to present its case and cross-examine witnesses if necessary, and the Mediator/Arbitrator will have up to one (1) hour to attempt to mediate a resolution of the case. If a resolution cannot be mediated, the Mediator/Arbitrator will issue an oral award immediately at the conclusion of the mediation and reduce it to writing in summary fashion on the form attached hereto as Attachment A.**
 - c. The parties will not submit briefs.**
 - d. There will be no transcripts of the proceedings.**

- e. The resolutions reached in mediation or by any award issued by the Mediator/Arbitrator will be without prejudice or precedent in any other matter.
- f. No attorneys, paralegals or law clerks may represent parties in this procedure, except that an individual who has a law degree, but is not currently a practicing attorney, has not practiced within five years of the date of the hearing, and is employed by the Company in its Labor Relations Department or is employed by the Union, may represent a party, or assist a party representative at the hearing.
- g. If the Mediator/Arbitrator cannot successfully mediate the grievance, he/she must issue a bench award, and may modify the discipline imposed by the Company if he/she deems it appropriate.
- h. The mediated settlement or award will be reflected on the form attached as Schedule A.

4. Scheduling Cases

- a. The parties will reserve, in advance, two (2) hearing dates per month in each of the three locations (i.e. Upstate New York, Downstate New York and New England) to hear cases that arise in each of those respective locations. The number of dates reserved in advance may be modified by the parties based upon the anticipated volume of cases.
- b. The parties will jointly schedule the cases to be heard at least forty-five (45) calendar days in advance of the hearing.
- c. The Union shall have the right to substitute a case for another provided it obtains the Company's written consent at least thirty (30) days in advance of the scheduled hearing date.
- d. Cases will be heard within ninety (90) days of the date the Union commences arbitration under Article 12.02(5) of the NY Plant CBA, Article 15 Sec. 2(a) of the Downstate NY Traffic CBA (CWA Local 1108),

Article 14 Sec. 3 of the Downstate NY Commercial CBA (CWA Local 1105), Article 11.06 of the Downstate NY Accounting CBA (CWA Local 1100), Article 12.02(5) of the VSC CBA, Article 15.05(a) of the Upstate NY Traffic CBA (CWA Local 1104), Article 13.01(c) of the Upstate NY Accounting CBA (CWA Local 1113), Article 17.07 of the Upstate NY Commercial CBA (IBEW 2213), Article 25.07 of the New England CWA Local 1400 CBA, and Article 25.07 of the New England CWA Local 1302 CBA, and Article 12.01(3) of the VSC New England CWA Local 1395 CBA, subject to paragraph A(6) above.

C. Suspensions Not Subject to Section B and Terminations – Mediation

- 1. Suspensions not subject to the expedited mediation/arbitration procedure set forth in Section B above and terminations, with the exception of suspensions and terminations involving Work Time Violations that are covered under the parties' Work Time Violation Letter Agreement dated June 9, 1986, may be mediated in accordance with the procedures set forth below.⁴**
- 2. The parties will meet as soon as practicable, but no later than thirty (30) days after the ratification date of the CBAs, to begin selecting the panels of mediators who will hear those cases subject to this procedure. Three panels of six mediators will be selected in accordance with the procedure set forth in Section B above. Dates will be reserved for mediation in accordance with the procedures set forth in Section B above.**
- 3. All terminations and all suspensions subject to this procedure may be submitted to mediation by the Union by notifying the Company in writing within ninety (90) days of filing a notice of intent to arbitrate.**

⁴ By agreeing to the above procedures the Union does not waive its right to assert that the Company does not have the right to impose suspensions under the ACP and to seek to arbitrate that underlying dispute.

4. Cases will be mediated within forty-five (45) days of the date the Union notifies the Company that a case is to be submitted to mediation, subject to paragraph A(6) above.
5. No attorneys, paralegals or law clerks may represent parties in this procedure. Representatives of the Union and the Company will have authority to settle cases at the mediation session.
6. Except as modified by Section C of this Agreement, the mediation procedures set forth in applicable CBAs will be controlling.

D. Suspensions Not Subject to Section B and Terminations – Arbitration

1. Suspensions not subject to the expedited mediation/ arbitration procedure set forth in Section B above and terminations, with the exception of suspensions and terminations involving Work Time Violations that are covered under the parties' Work Time Violation Letter Agreement dated June 9, 1986, will be arbitrated in accordance with the procedures set forth below. Work time violation suspensions and terminations will be processed under the appropriate arbitration provisions of the parties' collective bargaining agreements.*
2. The parties will meet as soon as practicable, but no later than thirty (30) days after the ratification date of the Collective Bargaining Agreement ("the Agreement"), to begin selecting the panels of Arbitrators who will hear those cases subject to this procedure. Three panels of six arbitrators will be selected in accordance with the procedure set forth in Section B above. Dates will be reserved for arbitration and cases will be scheduled in accordance with the procedures set forth in Section B above.

*The parties do not agree as to the arbitration provisions of the collective bargaining agreements that are to be used to arbitrate work time violation suspensions. The parties agree that work time violation terminations are arbitrated using the regular arbitration provisions of the CBAs.

- 3. The parties will jointly schedule the cases to be heard at least sixty (60) days in advance of the hearing.**
- 4. Cases will be arbitrated within 180 days of the date the Union commences arbitration under Article 12.02(5) of the NY Plant CBA, Article 15 Sec. 2(a) of the Downstate NY Traffic CBA(CWA Local 1108), Article 14 Sec. 3 of the Downstate NY Commercial CBA (CWA Local 1105), Article 11.06 of the Downstate NY Accounting CBA (CWA Local 1100), Article 12.02(5) of the VSC CBA, Article 15.05 of the Upstate NY Traffic CBA (CWA Local 1104), Article 13.01(c) of the Upstate NY Accounting CBA (CWA Local 1113), Article 17.07 of the Upstate NY Commercial CBA (IBEW 2213), Article 25.07 of the New England CWA Local 1400 CBA, Article 25.07 of the New England CWA Local 1302 CBA, and Article 12.01(3) of the VSC New England CWA Local 1395 CBA, subject to paragraph A(6) above.**
- 5. The Union shall have the right to substitute a case for another provided it obtains the Company's written consent at least thirty (30) days in advance of the scheduled hearing date.**

SCHEDULE A

MEDIATION/ARBITRATION OUTCOME

I. Case Information

- A. Case No. _____
- B. Grievant's Name _____
- C. Date of Suspension: _____
- D. Nature of Suspension (e.g. 10 day suspension for insubordination)

II. Results of Mediation

- A. This case has been successfully mediated as follows:

- B. This case could not be successfully mediated. _____

III. Arbitration Award

I, _____ having heard the above-captioned matter presented by the parties issue the following award:

- A. The grievance is denied in its entirety. _____
- B. The grievance is sustained in its entirety. _____
- C. The discipline imposed in this matter is modified as follows:

Date: _____

2008 MEMORANDUM OF UNDERSTANDING

SETTLEMENT AGREEMENT (VERIZON BUSINESS)

This Settlement Agreement (“Agreement”) is made and entered into by the Communications Workers of America, AFL-CIO and its local unions and affiliates (“CWA”), Verizon New York Inc. (“VZNY”), Verizon Avenue Inc. (“VZA”), Verizon Advanced Data Inc. (“VZAD”), Verizon New England, Inc. (“VZNE”), Empire City Subway Company Limited (“ECS”), Verizon Services Corp. (“VSC”), Verizon Corporate Services Corp. (“VCSC”), Verizon Maryland Inc. (“VZMD”), Verizon Virginia Inc. (“VZVA”), Verizon Washington, D.C. Inc. (“VZDC”), Verizon West Virginia Inc. (“VZWV”), Verizon Pennsylvania Inc. (“VZPA”), Verizon Delaware Inc. (“VZDE”), Verizon New Jersey Inc. (“VZNJ”), Verizon Business Global LLC (“VZB”), and MCI Communications Services, Inc. (“MCS”). For purposes of this Agreement, “Service Company” shall mean VSC or another company designated by VZNY, VZA, VZAD, VZNE, ECS, VSC, VCSC, VZMD, VZVA, VZDC, VZWV, VZPA, VZDE or VZNJ to perform the work described in Paragraph 1 below, that is or becomes party to a collective bargaining agreement with CWA.

WHEREAS, the company parties to this Agreement other than VZB and MCS (“Companies”), on the one hand, and CWA, on the other, are parties to certain collective bargaining agreements (“Labor Agreements”);

WHEREAS, CWA represents employees in bargaining units (“Bargaining Units”) covered by the above-mentioned Labor Agreements, including: plant employees in various technical and related occupations, commercial employees in various sales, customer care and related occupations, operators in various operator and related occupations, and accounting employees in various accounting, billing and related occupations;

WHEREAS, prior to January 6, 2006, the Companies served their largest business customers (“Enterprise Customers”) through an organization known as the Enterprise Solutions Group (“ESG”);

WHEREAS, the Companies' employees in the Bargaining Units performed services on behalf of ESG prior to January 6, 2006;

WHEREAS, on January 6, 2006, Verizon Communications Inc, the parent company of the Companies, acquired MCI, Inc. ("MCI");

WHEREAS, after January 6, 2006, MCI, renamed as VZB, became the organization responsible for serving the Enterprise Customers of the Companies;

WHEREAS, MCS is the subsidiary of VZB engaged in the installation, maintenance and operation of VZB's network throughout the United States;

WHEREAS, on or about October 5, 2006, CWA filed an initial grievance against VZNY, VZA, VZAD, VZNE, ECS, VCSC and the predecessor to VSC, pursuant to Labor Agreements that contain a grievance process, at Third Step entitled Improper Transfer, Removal and Assignment of Past, Existing and New Bargaining Unit Work, Grievance No. G06-015053;

WHEREAS, VZNY, VZA, VZAD, VZNE, ECS, VCSC and the predecessor to VSC denied CWA's Grievance No. G06-015053;

WHEREAS, CWA filed a demand for arbitration of Grievance No. G06-015053;

WHEREAS, Grievance No. G06-015053 was heard in arbitration on several hearing dates in May, June and July 2008;

WHEREAS, CWA has alleged in the arbitration that, among other things:

- (i) The work at issue has been historically performed by, or is the same as or equivalent to work performed by, employees of VZNY, VZA, VZAD, VZNE, ECS, VCSC and the predecessor to VSC in the Bargaining Units;**
- (ii) ESG and MCI were integrated to form Verizon Business;**
- (iii) VZNY, VZNE, VZA, VZAD, ECS, VCSC and the predecessor to VSC have violated the CBAs and MOAs, including but not limited to the recognition clauses, transfer of work**

provisions, Old Business Letter and the New Businesses Agreement, by:

- (1) Removing and transferring to Verizon Business and non-union Verizon Business employees work performed by each of the Bargaining Units; and
 - (2) Not applying the terms of the Labor Agreements to the work performed by Verizon Business employees which is the same as or equivalent to work performed by the Companies' employees in the Bargaining Units represented by CWA.
- (iv) Any remedy provided should be for the entire Thirteen-State/DC Area because the facts and circumstances are the same throughout that area;

WHEREAS, CWA has filed other grievances against certain of the Companies pursuant to the Labor Agreements, alleging that Bargaining Unit work was transferred to Verizon Business in violation of the Labor Agreements, including but not limited to: Grievance Nos. C08-22/23-194 (New Jersey), C08-22/23-195 (New Jersey), 13500-07044 (Pennsylvania), 13500-07045 (Pennsylvania), 13500-06088 (Pennsylvania), and an Executive Level grievance filed in Potomac on 4/26/2006;

WHEREAS, the Companies denied and continue to deny the allegations of CWA's grievances;

WHEREAS, the parties now desire to settle these and all of the matters referred to herein on a non-precedential basis, they agree as follows:

1. Work By Service Company. The work described below in this Paragraph 1(a) and 1(b) performed on the VZB network, and in this Paragraph 1(c) performed for VZB network products and services, within the Thirteen-State/DC Area where CWA represents employees of the Companies performing the same or equivalent work shall be contracted to a Service Company that is or becomes a party to a Labor Agreement with CWA. For purposes of this Agreement, "Thirteen-State/DC Area" shall mean

the area comprised of the thirteen states of Maine, New Hampshire, Vermont, Rhode Island, Massachusetts, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Maryland, Virginia, West Virginia, and the District of Columbia:

- (a) effective as of December 28, 2008, the work of the Thirteen-State/DC Area Apprentice Technicians, Technicians, Advanced Technicians, and Senior Technicians currently employed by MCS, including the performance of wiring, the making of physical connections, the installation and testing of equipment and circuits, in the central offices, outside plant, and on customer premises, required for purposes of filling customer orders, the repair or maintenance of malfunctioning circuits, and connecting customer premises to the network. Service Company shall be the sole contractor for this work and shall perform this work exclusively. Currently there are approximately 445 MCS employees in such positions in the Thirteen-State/DC Area, but that number may fluctuate based upon business needs;
- (b) effective as of December 28, 2008, the work of the Thirteen-State/DC Area Apprentice Technicians, Technicians, Advanced Technicians, and Senior Technicians currently employed by MCS in its Operation Support Centers, including the performance of remote on-net local metro private line circuit activation, LD DS-3 remote connections in SONET and DXC platforms, LD switch IMT and FG-D activations, repair of LD switch and DS-3 level circuits, escalation and coordination of LEC DS-3 repair, statusing customers regarding installation or repair activity, and field force coordination as required for the above described activities. Service Company shall be the sole contractor for this work and shall perform this work exclusively. Currently

there are approximately 145 MCS employees in such positions in the Thirteen-State/DC Area, but that number may fluctuate based upon business needs;

- (c) (1) effective as of October 25, 2009 the equivalent of one hundred (100) full-time employees performing commercial work, such as order implementation and processing, for VZB network products and services that CWA-represented employees do not perform as of the date of this Agreement, and (2) effective as of no later than October 24, 2010, the equivalent of an additional one hundred (100) full-time employees performing commercial work, such as order implementation and processing, for VZB network products and services that CWA-represented employees do not perform as of the date of this Agreement, and (3) effective as of October 25, 2009, the order implementation and processing work for the sale of VZB network products and services to the small- and medium-size business customer market corresponding to the same type of work currently performed by Representative, Special Representative and other commercial titles in CWA District One, and comparable titles in District Two, District Thirteen and District One in New Jersey. Service Company shall be the sole contractor for the work described in subparagraph 1(c)(3) and shall perform this work exclusively. The work described in subparagraph 1(c)(3) shall not be considered part of the work of the two hundred (200) full-time equivalents described in subparagraphs 1(c)(1) and 1(c)(2) above. Nothing in this subparagraph 1(c)(3) shall prejudice the Service Company's right to contract out work to the extent permitted under the applicable Labor Agreement. Service Company employees shall be provided computer access to and be trained on the VZB network products and

services to the extent necessary to perform their work under this subparagraph 1(c).

2. **Performance of Work at Service Company.** The Labor Agreements between CWA and Service Company shall provide that CWA bargaining unit employees of Service Company shall perform the work described in Paragraph 1 within the Thirteen-State/DC Area where CWA currently represents employees of the Companies performing the same or equivalent work.
 - (a) Service Company shall create one or more new job title(s) and/or job classification(s) for the performance of the work described in subparagraphs 1(a) and 1(b), and shall recognize CWA as the bargaining representative of the employees in those new job title(s) and/or job classification(s). Employees within these job title(s) and/or classification(s), including those working in Connecticut, shall be included in the VZNY “Plant” bargaining unit in New York and in the corresponding VZMD, VZVA, VZDC, VZWV, VZPA or VZDE bargaining units outside of New York that cover “Plant” employees, and shall be paid in accordance with attached Schedule A. The provisions of the appropriate “Plant” Labor Agreements shall apply to Service Company employees within these job title(s) and/or classification(s), except as modified as set forth in Schedule B.1, attached hereto.
 - (b) (1) The work described in subparagraphs 1(c)(1) and 1(c)(2) shall be performed by existing or new CWA bargaining unit employees of Service Company within the Thirteen-State/DC Area where CWA currently represents employees of the Companies performing the same or equivalent work and shall be included in the VZNY “Commercial” bargaining unit in New York and the corresponding VZMD, VZVA, VZDC, VZWV, VZPJ, VZPA or VZDE bargaining

units outside of New York that cover “Commercial” employees. The work described in subparagraph 1(c)(1) shall be performed by employees represented by CWA in District One. The work described in subparagraph 1(c)(2) shall be performed by employees in areas represented by CWA in District Two, District Thirteen and District One in New Jersey. The work described in subparagraphs 1(c)(1) and 1(c)(2) shall be performed by employees represented by CWA in appropriate titles, primarily by the Representative and Special Representative titles in CWA District One, and comparable titles in District Two, District Thirteen and District One in New Jersey. The provisions of the appropriate Labor Agreements covering “Commercial” employees shall apply to Service Company employees within these job title(s) and/or classification(s), except as modified as set forth in Schedule B.2, attached hereto.

- (2) The work described in subparagraph 1(c)(3) shall be performed by existing CWA bargaining unit employees of Service Company within the Thirteen-State/DC Area where CWA currently represents employees of the Companies performing the same or equivalent work and shall be included in the appropriate Labor Agreement covering “Commercial” employees. The provisions of the appropriate Labor Agreements covering “Commercial” employees shall apply to Service Company employees within these job title(s) and/or classification(s). To the extent that CWA bargaining unit employees currently sell to the small- and medium-size business customer market as of the date of this Agreement, that

sales work will continue under the applicable Labor Agreement.

3. **Hiring at Service Company.** With respect to the work described in subparagraphs 1(a) and 1(b) above, at a designated time prior to December 28, 2008, MCS employees performing such work shall have the opportunity, if they so choose, to express an interest in being hired into the positions at Service Company to be created in connection with this Agreement that are the same as or equivalent to the position that they currently hold. During this period, and notwithstanding the provisions of any other agreement, such employees who express an interest and are on the payroll on December 27, 2008 shall be hired to perform work described in subparagraphs 1(a) and 1(b) above. Positions will be filled pursuant to the applicable provisions set forth in Schedule B.1.
4. **Dismissal of Grievances.** The parties agree to the dismissal with prejudice of Grievance Nos. G06-015053 (New York/New England), C08-22/23-194 (New Jersey), C08-22/23-195 (New Jersey), 13500-07044 (Pennsylvania), 13500-07045 (Pennsylvania), 13500-06088 (Pennsylvania), the April 26, 2006 Potomac Executive Level grievance, and any other case of any kind or nature in the Thirteen-State/DC Area raising the issue of whether the transfer of any work to, or the performance of any work by, VZB or MCS violates the Labor Agreements.
5. **Waiver of Claims.** The parties agree as follows:
 - (a) CWA promises and agrees that, in connection with any arbitration, and in connection with any other legal, equitable or administrative suit, proceeding or charge arising subsequent to the effective date of this Agreement between CWA and Verizon Communications Inc., VZNY, VZA, VZAD, VZNE, ECS, VSC, VCSC, VZMD, VZVA, VZDC, VZWV, VZPA, VZDE, VZNJ, VZB, MCS, or Service Company, including but not limited to any proceeding before the National

Labor Relations Board or its delegate, CWA hereby waives any claim, allegation, or argument, and agrees to refrain from presenting this Agreement, or any action or information related to it, as evidence in support of any claim, allegation or argument, that any or all of Verizon Communications Inc., VZNY, VZA, VZAD, VZNE, ECS, VSC, VCSC, VZMD, VZVA, VZDC, VZWV, VZPA, VZDE, VZNJ, VZB, MCS, Service Company and/or any of their past, current or future subsidiaries and/or their divisions, units, agents, or affiliates, are or have been a single employer, joint employers, alter-egos, or that any employees should be accreted to any bargaining unit, or that CWA-represented employees in any company are entitled to perform any work, to the extent that any such claim, allegation or argument is based upon:

- (1) the claims underlying Grievance Nos. G06-015053 (New York/New England), C08-22/23-194 (New Jersey), C08-22/23-195 (New Jersey), 13500-07044 (Pennsylvania), 13500-07045 (Pennsylvania), 13500-06088 (Pennsylvania), the April 26, 2006 Potomac Executive Level grievance, any case dismissed in accordance with this Agreement, or any claims made or any action taken in connection with, in relation to, or as a result of this Agreement;**
- (2) access to systems, equipment, accounts or training associated with this Agreement or its implementation, or the management, supervision or direction of employees associated with this Agreement or its implementation, or any changes in the administration and/or control of labor relations by Verizon Communications Inc., VZNY, VZA, VZAD, VZNE, ECS, VSC, VCSC, VZMD, VZVA, VZDC, VZWV, VZPA, VZDE, VZNJ, VZB, MCS, Service Company and/or any of their past, current or future subsidiaries and/or their**

divisions, units, agents, or affiliates as a result of this Agreement or its implementation; or

(3) any change in the scope, availability in employees, or administration by management of any program or practice for the effectuation of employee-initiated transfers between or among different subsidiaries or bargaining units as a result of this Agreement or its implementation; provided, however that this subparagraph (3) shall not be construed as having any effect on CWA's right or the Companies' obligation, to the extent the same may exist under applicable law and/or any pre-existing CBAs, to negotiate changes in the terms and conditions applicable to such transfers.

(b) CWA, as an organization and on behalf of its members, hereby waives and releases any claim in existence at the time of this Agreement in the Thirteen-State/DC Area alleging that VZNY, VZA, VZAD, VZNE, ECS, VSC, VCSC, VZMD, VZVA, VZDC, VZWV, VZPA, VZDE, VZNJ, Service Company and/or any of the past or current subsidiaries and/or divisions, units, agents, or affiliates of Verizon Communications Inc., transferred work to VZB or MCS unlawfully or in violation of any agreement or that the performance of any work by VZB or MCS violates the Labor Agreements.

6. Non-Admission of Liability. This Agreement shall not in any way be construed as an admission by VZNY, VZA, VZAD, VZNE, ECS, VSC, VCSC, VZMD, VZVA, VZDC, VZWV, VZPA, VZDE, VZNJ, VZB, MCS and/or Service Company that any or all of them, or any of the past, current or future divisions, units, agents, subsidiaries or affiliates of Verizon Communications Inc., acted wrongfully. Furthermore, the parties agree that this Agreement does not constitute an adjudication of the merits of Grievance Nos. G06-015053 (New York/New England), C08-22/23-

194 (New Jersey), C08-22/23-195 (New Jersey), 13500-07044 (Pennsylvania), 13500-07045 (Pennsylvania), 13500-06088 (Pennsylvania), the April 26, 2006 Potomac Executive Level grievance or any other matter. Accordingly, the parties agree that none of them has prevailed on the merits of Grievance Nos. G06-015053 (New York/New England), C08-22/23-194 (New Jersey), C08-22/23-195 (New Jersey), 13500-07044 (Pennsylvania), 13500-07045 (Pennsylvania), 13500-06088 (Pennsylvania), the April 26, 2006 Potomac Executive Level grievance or any other matter, and that this Agreement shall not serve or be construed as evidence that any party has so prevailed.

7. **Effect on Other Agreements.** This Agreement supersedes all other agreements between the parties as pertains to the grievances identified in this Agreement. The parties agree that they will work to amend any other current agreements between them as necessary to conform them to this Agreement.
8. **Non-Precedential Settlement.** The parties agree that this Agreement is without precedent and that neither party may refer to this Agreement in any other grievance, arbitration, or other proceeding, except as necessary to enforce the terms of the Agreement itself.
9. **Severability.** If the validity of one or more provisions of this Agreement is challenged in a court of law or before the NLRB, the Company and CWA will cooperate and take all necessary steps to defend the validity of the Agreement. If one or more of the provisions of the Agreement is declared void, the parties will modify the Agreement, if possible, in a manner consistent with the law and the parties' original intent. If the parties are unable to agree upon a modification of the Agreement, the provision of the Agreement declared void (other than Paragraphs 1 or 2 above) will be deemed to be severed from the Agreement, and the remaining provisions will remain in full force and effect. If Paragraph 1 or 2 is declared void, and the parties cannot agree upon a modification of

the Agreement which is consistent with the law and the parties' original intent, the Agreement shall be void and without any effect.

10. **Binding Agreement.** This Agreement shall be binding and effective upon the parties and upon their respective predecessors, successors, and assigns.
11. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. Fax copies shall be deemed originals.

For: CWA

**Dennis G. Trainor
Vice President**

For: Verizon New York Inc.

For: Verizon New England Inc.

For: Verizon Services Corporation

**For: Empire City Subway Company
Limited**

For: Verizon Corporate Services Corp.

For: Verizon Maryland Inc.

For: Verizon Virginia Inc.

For: Verizon Washington, D.C. Inc.

For: Verizon West Virginia Inc.

For: Verizon Pennsylvania Inc.

For: Verizon Delaware Inc.

For: Verizon New Jersey Inc.

For: Verizon Avenue Inc.

For: Verizon Advance Data Inc.

John P. Navarro

Vice President

For: Verizon Business Global LLC

For: MCI Communications Services, Inc.

Robert A. Toohey

Senior Vice President

2008

JANUARY

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FEBRUARY

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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

2012

JANUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

MARCH

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

JULY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SEPTEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

OCTOBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NOVEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

DECEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

2013

JANUARY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

MARCH

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

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