

CONTRACT

BETWEEN

Pacific Telephone and Bell of Nevada

AND

**Order of Repeatermen
and Toll Testboardmen,**

LOCAL UNION 1011

**International Brotherhood of
Electrical Workers**

AFL — CIO

EFFECTIVE AUGUST 7th, 1983

CONTRACT BETWEEN

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY
BELL TELEPHONE COMPANY OF NEVADA
(CALIFORNIA AND NEVADA)

AND

ORDER OF REPEATERMEN AND TOLL TESTBOARDMEN, LOCAL UNION 1011
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS -
AFL-CIO

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1 Pursuant to and in consolidation of the terms of the Memorandum
2 of Agreement executed on August 23, 1983, this consolidated Contract
3 is signed this 23 day of August, 1983, between THE PACIFIC
4 TELEPHONE AND TELEGRAPH COMPANY and BELL TELEPHONE COMPANY OF NEVADA,
5 hereinafter called the "Company", and the ORDER OF REPEATERMEN AND
6 TOLL TESTBOARDMEN, Local Union 1011, International Brotherhood of
7 Electrical Workers, AFL-CIO, hereinafter called the "Union".
8

9 The respective parties to this Contract do mutually agree and
10 covenant as follows:
11

12 ARTICLE 1
13

14 RECOGNITION
15

16 Section 1.1 In compliance with the National Labor Relations Board
17 Decision and Order in Case No. 20-CA-958, dated August 9, 1955, the
18 Company hereby recognizes the Union as the exclusive collective
19 bargaining representative in respect to, and this Contract covers,
20 rates of pay, wages, hours of employment and other conditions of
21 employment for all toll maintenance employees in the States of
22 California and Nevada, excluding professional employees, guards and
23 supervisors as defined in the National Labor Relations Act. (Order
24 dated August 9, 1955 and the certification of 1940, 23 NLRB 281, 294
25 refers to "Toll maintenance employees ... employed in the Northern
26 California and Nevada, and Southern California areas." Administrative
27 changes have occurred since this certification with the result that
28 these names do not accurately reflect the present area and department
29 organizations of the Company. However, the scope of the bargaining
30 unit defined by the certification and covered by this Contract remains
31 unchanged.) The bargaining unit hereby established includes only
32 employees with the title Communications Technician - (Toll) (formerly
33 Transmission Man).
34

35 Section 1.2 Wherever the reference to Department Head appears in this *
36 Contract, it shall be understood that this refers to the highest
37 management level in the organization below the level of Vice
38 President. *

39
40 Section 1.3 Senior employees, as hereinafter defined, are covered by
41 this Contract.
42

43 Section 1.4 The assignment of the title Communications Technician -
44 (Toll) (formerly Transmission Man) to an employee does not mean that
45 the employee shall perform only the kind of work coming under this
46 title classification, nor that certain kinds of work shall be
47 performed exclusively by certain classifications of employees.
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ARTICLE 2

NON-DISCRIMINATION

Section 2.1 In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age or national origin or because the person is handicapped, a disabled veteran or a veteran of the Vietnam era.

Section 2.2 It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against employees in their right to join or assist, or refrain from joining or assisting, any labor organization.

Section 2.3 The Company shall not interfere with, restrain, coerce, intimidate or otherwise discriminate against any employee because of membership or lawful activity in forwarding the interests or purposes of the Union.

ARTICLE 3

HOURS OF WORK

Section 3.1 A shift shall consist of eight (8) consecutive hours excluding meal period intermission, except as provided in Section 3.8. A scheduled shift is the eight (8) hours an employee is scheduled to work on a particular calendar day or days in accordance with Sections 3.7 and 3.11.

Section 3.2 An Employee's regular shift (day, evening or night) is one established for a period of two (2) weeks or more, except that vacation reliefs, classroom training assignments of one (1) week or more, but less than two (2) weeks, and temporary changes from the regular assigned shift for a period of two (2) weeks or more are also deemed regular shifts. Such vacation relief shall be deemed to include any additional days, including Floating Holidays, Compensating Days, Excused Work Days, "O" Days or individual vacation days which the employee being relieved may take immediately preceding or following a vacation, except as provided in (a) below:

- (a) In an administrative unit where it is customary to provide relief for evening and night shift employees on their scheduled days off through change of shift at the premium rate throughout the year, it will be done in the same manner for additional days off, i.e., Floating Holidays, Compensating Days, EWD's, and "O" Days taken by an evening or night shift employee immediately preceding or following a vacation.

1 Section 3.3 A day shift is a shift starting at or after 6:00 A.M.,
2 and prior to 12:00 noon.

3
4 Section 3.4 An evening shift is a shift starting at or after 12:00
5 noon and not later than 7:00 P.M.

6
7 Section 3.5 A night shift is a shift starting after 7:00 P.M. and
8 prior to 6:00 A.M.

9
10 Section 3.6 No regular shift shall be started later than 12:00
11 midnight or before 5:00 A.M.

12
13 Section 3.7 All shifts will be considered as falling within the
14 calendar day on which the shift commences. Changes in the starting
15 time of a regular shift as established under Section 3.2, shall not be
16 made for the sole purpose of avoiding Sunday or holiday shifts. Only
17 one shift shall be considered as starting on any given day.

18
19 Section 3.8 Employees working evening or night shifts, and employees *
20 working on day shifts (including Sundays and holidays), where the
21 demands of the service do not permit a specified meal period, shall
22 normally bring their lunches or utilize facilities within the
23 building. If an employee does not bring lunch, the employee will not
24 be denied permission to leave the building for a meal provided (1) the
25 employee gets approval of the "on duty" supervisor prior to actual
26 departure and states where the meal is to be eaten, (2) the supervisor
27 determines the job is adequately covered, and (3) the period of time
28 away from the job location does not exceed one-half hour. *

29
30 Section 3.9 The hours of work for all employees shall start and
31 finish at any location designated by their supervisor and in
32 accordance with the following provisions:

- 33
34 (a) When the designated starting point of the work is further from *
35 home than the employee's normal reporting location, travel time
36 in excess of that required for the employee's normal assignment
37 shall be paid, such time paid shall be considered as time
38 worked.
39
40 (b) When the designated starting point of the work requires the
41 employee's absence from home overnight, the employee's working
42 hours shall start and finish at such designated starting point. *

43
44 Section 3.10 The normal week shall consist of five (5) shifts as
45 defined in Section 3.1 within a calendar week.

46
47 Section 3.11 Schedules will be posted to show the normal week,
48 scheduled Sundays, regular shift (day, evening or night) and scheduled
49 shifts (scheduled hours) for each employee. When practicable, work
50

schedules shall be posted not less than fourteen (14) calendar days prior to the first of each month.

- (a) Scheduled shift hours on Sundays and holidays shall be such hours as the service may require, provided that where practicable in the judgment of the Company, an employee will be given preference to work his/her regular shift.
- (b) A scheduled shift on a holiday is one for which the employee has been given not less than forty-eight (48) hours' notice prior to the starting time of the shift.
- (c) Temporary changes on a scheduled day between day, evening or night shifts shall not be construed as a change in schedule, however if the temporary change is cancelled without 48 hours' notice, the employee shall be paid time and one-half for the first shift worked in lieu of the cancelled shift.
- (d) Schedules posted in accordance with this Section may be changed as provided in Section 3.12 of this Article. When practicable, such change should be communicated to the employee as soon as is reasonably possible after the change has been made.

Section 3.12 Unless an employee is given at least forty-eight (48) hours' notice (prior to both the new and previously scheduled reporting time) of a change in the hours or days the employee is scheduled to work during the normal week and/or Sunday, as provided in Section 3.11, the employee will be permitted to work the normal hours or the days shown on the posted schedule and any other time which the employee is required to work shall be in addition to the scheduled normal week and/or scheduled Sunday.

Note: The foregoing Section will not apply under the following conditions:

- (a) When changes in days or hours to be worked are made at the employee's request.
- (b) When changes in the starting time result in at least eight (8) hours of work at a premium rate, or when an employee has worked eight (8) consecutive hours at a premium rate preceding the starting time of the scheduled shift, the employee, at his/her request will be permitted to work such scheduled shift unless in the judgment of the Company the employee is too fatigued to effectively perform the job duties, in which case the employee may be relieved from duty and all or any part of the scheduled shift may be cancelled at any time after working eight (8) consecutive hours at a premium rate, provided at least four (4) hours of the time worked fall within the same calendar day as *

1 such scheduled shift. The judgment of the Company as to the *
2 employee's fatigue shall not be subject to arbitration. *

3
4 (c) When changes are made between regular shifts (day, evening or
5 night) for which a premium is paid.

6
7 (d) When an employee is scheduled to work and is excused with pay.

8
9 (e) When the change is made by reason of the employee failing to
10 report for duty because of illness or unexcused absence on a
11 scheduled work day.

12
13 Section 3.13 Supervisors will endeavor to release employees on the
14 day shift for meals at regular scheduled periods. When the scheduled
15 lunch period has been deferred, at the request of the supervisor, for
16 more than one hour the employee shall be allowed a short relief on
17 Company time during which to eat.

18
19 ARTICLE 4

20
21 WAGE SCHEDULES

22
23 Section 4.1 Wage schedules for employees covered by this Contract
24 shall be as shown in Appendix A, attached hereto.

25
26 Section 4.2 Wage increases in the amounts shown in the schedules
27 shall be granted automatically on completion of the time intervals
28 specified, subject to the conditions stated hereafter:

29
30 (a) A scheduled increase falling within the first seven (7) days of a
31 two-week pay-period shall be effective as from the first day of
32 that two-week pay-period, while an increase falling within the
33 second seven (7) days of a two-week pay-period shall be effective
34 as from the first day of the next following two-week pay-period.
35 Such adjustment establishing the effective date of an increase to
36 meet the first day of a two-week pay-period shall not change the
37 date from which the time interval for next increase shall be
38 computed.

39
40 (b) No wage increase shall become effective during a period of
41 absence in excess of seven (7) calendar days, paid vacations
42 excepted.

43
44 (1) A period of absence of seven (7) calendar days or less shall
45 have no effect on the establishment of the effective date of
46 increase, which shall be determined by the application of
47 the provisions of Section 4.2(a).

48
49 (2) If the effective date for a scheduled increase occurs during
50 a period of absence in excess of seven (7) calendar days,

1 but not to exceed thirty (30) calendar days, the increase
2 will become effective on the day the employee returns to
3 work. Such adjustment in effective date of this increase
4 shall not change the date from which the time interval for
5 next increase would otherwise be computed.
6

7 (3) If the effective date for a scheduled increase occurs during
8 a period of absence of over thirty (30) calendar days, the
9 first thirty (30) calendar days of such absence shall be
10 credited to the employee's previously accrued time on the
11 wage progression schedule and the increase shall become
12 effective either on the day the employee returns to work if
13 credited with the necessary time interval for next increase,
14 or after the employee has worked the remainder of the
15 applicable wage progression time interval, subject to the
16 provisions of Section 4.2(a).
17

18 (c) In no case shall the application of the provisions of Section 4.2
19 operate to make an increase effective on a date earlier than
20 would have resulted had no absence occurred.
21

22 Section 4.3 When an employee is absent for more than thirty (30)
23 consecutive calendar days, only the first thirty (30) calendar days of
24 such absence shall be credited to the employee's previously accrued
25 total schedule time on the wage schedule.
26

27 Section 4.4 An employee may be given credit for wage purposes only,
28 for previous training and experience during the first three years of
29 employment. The applicability of such training and experience to the
30 job to which assigned, and the amount of wage credit which may be
31 granted, shall be determined by application of the Wage Credit
32 Practice Agreement.
33

34 ARTICLE 5

35 SHIFT DIFFERENTIALS

36
37
38 Section 5.1 Employees who work regular shifts any part of which falls
39 after 7:00 P.M. or prior to 6:00 A.M. will receive a shift
40 differential in the amount of ten (10) percent of the employee's
41 weekly basic rate of pay (including senior or head differential, if
42 any), except that when premium payments are paid for a temporary
43 change of shift, as provided for in Section 7.6 the differential will
44 not be paid; that is, in such cases, both the differential and premium
45 will not be paid.
46

47 Section 5.2 Shift differentials which are paid under the provisions
48 of Section 5.1, shall be added to the basic rates of pay in computing
49 vacation, overtime, holiday, Excused Work Day, and Sunday payments,
50 except that the differential shall not be added in computing the

1 vacation pay of a regular day shift employee who, at the start of
2 his/her vacation, had been working a shift for which a differential is
3 paid but who, upon return from vacation, is scheduled to work a day
4 shift.

5
6 Section 5.3 Any employee who is scheduled to work during hours that
7 qualify for a differential on a Sunday or holiday will receive the
8 applicable shift differential.

9
10 Section 5.4 When an employee working an evening or night shift is
11 transferred to the day shift for vacation relief, classroom training
12 relief or classroom training assignment of one (1) week or more but
13 less than two (2) weeks, the employee shall retain the shift
14 differential. Such vacation relief shall be deemed to include any
15 additional days including Floating Holidays, Compensating Days, *
16 Excused Work Days, "O" Days or individual vacation days which the day
17 shift employee being relieved may take immediately preceding or
18 following the employee's vacation. *

19
20 (a) When an employee working days is transferred to an evening or
21 night shift for vacation relief, classroom training relief or
22 classroom training assignment of one (1) week or more but less
23 than two (2) weeks, the employee will receive the applicable
24 shift differential. Such vacation relief shall be deemed to
25 include any additional days including Floating Holidays, *
26 Compensating Days, Excused Work Days, "O" Days or individual
27 vacation days which the evening or night shift employee being
28 relieved may take immediately preceding or following the
29 vacation. *

30 31 ARTICLE 6

32 33 SENIOR EMPLOYEES

34
35 Section 6.1 A senior employee is one who, in addition to the
36 employee's normal duties or in the performance of a new assignment,
37 assists a first line supervisor in the direction of normally not less
38 than four (4) employees. Senior duties shall be limited to the
39 direction, distribution, coordination and teaching of the work in
40 those cases where the size of the force, or the character of the work
41 or both, requires such assistance for one (1) day or more.

42
43 Section 6.2 The determination of the need for providing or
44 discontinuing senior employees and the selection of such employees
45 rests solely with the Company.

46
47 Section 6.3 An employee assigned a senior title shall be notified by
48 the Company prior to the effective date of discontinuance of the
49 employee's senior title assignment.
50

1 Section 6.4 An employee assigned a senior title shall receive a
2 differential of fifteen dollars (\$15.00) per week above the employee's
3 basic weekly rate of pay. When the senior assignment involves only
4 part of a week, the differential shall be prorated on the basis of a
5 five-day week, that is, one (1) day's differential is one-fifth of the
6 weekly differential.

7
8 ARTICLE 7
9

10 OVERTIME AND PREMIUM PAYMENTS
11

12 Section 7.1
13

14 (a) Time worked in excess of a regular shift shall be paid for at the
15 rate of one and one-half (1-1/2) hours' pay for each hour worked.
16

17 (b) All hours worked in excess of forty-nine (49) in a calendar week
18 shall be paid at the rate of two (2) hours' pay for each hour
19 worked.
20

21 Section 7.2 All time worked on non-scheduled week days shall be paid
22 for at the rate of one and one-half (1-1/2) hours' pay for each hour
23 worked, except as provided in Section 3.7.
24

25 Section 7.3 All time worked on Sunday shall be paid for at the rate
26 of one and one-half (1-1/2) hours' pay for each hour worked, except as
27 provided in Section 3.7.
28

29 Section 7.4 For pay treatment on holidays, see Article 8 of this
30 Contract.
31

32 Section 7.5 Time paid for but not worked on a holiday which falls
33 Monday through Friday in the calendar week and time paid for but not
34 worked on Excused Work Days, shall be included as time worked in the
35 workweek. Time worked in excess of forty (40) hours in a calendar
36 week shall be paid for at the rate of one and one-half (1-1/2) hours'
37 pay for each hour worked. The following time will not be included
38 when determining "time worked in excess of forty (40) hours" in a
39 calendar week:
40

41 (a) Time paid for but not worked, except holiday pay and Excused Work
42 Day pay as provided in Section 7.5.
43

44 (b) Time worked in excess of eight (8) hours on any day.
45

46 (c) Time worked on week days outside of an employee's scheduled shift
47 including time worked on a non-scheduled week day provided such
48 time is paid for at a premium rate and is not in lieu of a
49 scheduled shift.
50

- 1 (d) Non-scheduled time worked on a holiday outside the hours of the
2 employee's regular shift.
3

4 Section 7.6 Temporary changes from a regular shift (Section 3.2 of
5 this Contract defines regular shift) for a period of less than two (2)
6 weeks, except for vacation reliefs, classroom training reliefs and
7 classroom training assignments of one (1) week or more but less than
8 two (2) weeks, will be paid for at the rate of one and one-half (1-
9 1/2) hours' pay for each hour worked and the premium payment will
10 cease when the employee's regular shift is resumed. Such vacation
11 relief shall be deemed to include any additional days including *
12 Floating Holidays, Compensating Days, Excused Work Days, "O" Days or
13 individual Vacation Days which the employee may take immediately
14 preceding or following the vacation. *

- 15
16 (a) A change of regular shifts is interpreted to mean a change
17 between day, evening or night shift, that is, a change from a day
18 shift to a night shift, a night shift to an evening shift, etc.
19

- 20 (b) When the employee requests a temporary change in shift for
21 personal reasons, straight time will be paid.
22

- 23 (c) When a temporary change of shift is cancelled without 48 hours'
24 notice, the employee shall be paid time and one-half for the
25 first shift worked in lieu of the cancelled shift.
26

27 Section 7.7 When a change between regular shifts (day, evening or
28 night) is made and forty-eight (48) hours' notice is not given, the
29 employee shall be paid at the rate of one and one-half (1-1/2) hours'
30 pay for each hour worked on the first shift on the changed schedule.
31

32 Section 7.8 Time worked beginning less than three (3) hours before
33 the start of an employee's scheduled shift shall be paid for at the
34 rate of one and one-half (1 1/2) hours' pay for each hour worked down *
35 to the start of the shift and straight time for that part or all of
36 the shift worked thereafter. If an employee is called out to work
37 three (3) hours or less before the start of the shift, the employee
38 shall be paid down to the start of the shift (meal period, if any,
39 excepted) if all or any part of this period is worked.
40

- 41 (a) If not scheduled to work the employee may be released at any time
42 except that the minimum time paid for shall be two (2) hours.
43

44 Section 7.9 Time worked, beginning three (3) hours or more before the *
45 start of an employee's scheduled shift and continuing into the shift ✓
46 shall be paid for at the rate of one and one-half (1 1/2) hours' pay
47 for each hour worked until the employee is relieved from duty.
48

49 Section 7.10 Time worked, beginning more than three (3) hours before
50 the start of an employee's scheduled shift and not continuing into the

1 shift shall be paid for at the rate of one and one-half (1-1/2) hours'
2 pay for each hour worked. The minimum time paid for shall be two (2)
3 hours.
4

5 Section 7.11 When an employee has not been relieved for five (5)
6 consecutive hours or more during the twenty-four (24) hours
7 immediately preceding the employee's scheduled shift, the employee
8 shall be paid at the rate of one and one-half (1-1/2) hours' pay for
9 each hour worked during such shift and thereafter until relieved from
10 duty for five (5) consecutive hours or more.
11

12 Section 7.12 In all instances when instructed by a supervisor that
13 the employee's immediate services are required (in one (1) hour or
14 less), work time starts from time of notification and includes normal
15 travel time from and to home, except when such work continues for four
16 (4) hours or more compensation ceases when the employee is relieved
17 from duty and no time allowance shall be made for returning home. The
18 minimum time paid for shall be two (2) hours, except that when called
19 less than two (2) hours before the start of a scheduled shift, time
20 paid for shall be the period from time of notification to start of the
21 shift.
22

23 Section 7.13 The same conditions with respect to traveling time only,
24 as covered in Section 7.12 of this Contract, will apply to all changes
25 in starting time when the notification to the employee of such change
26 is made:
27

- 28 (a) after 11:00 P.M. and prior to 6:00 A.M. for day shift employees;
29
30 (b) after 2:00 A.M. and prior to 9:00 A.M. for evening shift
31 employees; and
32
33 (c) after 10:00 A.M. and prior to 5:00 P.M. for night shift
34 employees;
35

36 unless such notification is given the employee while at work.
37

38 Section 7.14 The Company will endeavor to distribute the opportunity
39 to work time which requires payment at premium or overtime rates as
40 equitably as the needs of the service will permit. Employee groups
41 established for this purpose shall be the same as those established
42 for selection of vacation. Such work opportunity occurring during an
43 employee's absence from the job (vacations excepted) may or may not be
44 considered by the Company in distributing subsequent work opportunity.
45 The provisions of this Section shall not be subject to arbitration.
46

47 Note: The distribution of work time which requires payment at premium
48 or overtime rates shall be in accordance with the agreement *
49 reached between the Company and the Union.
50

1 Section 7.15 The Company will make available to employees information
2 showing the distribution of the work opportunity referred to in
3 Section 7.14.

4
5 Section 7.16 In all references in this Contract, both overtime and
6 premium payments will not be made for the same hours worked, nor shall
7 more than one (1) premium payment be made for the same hours worked.

8
9 Section 7.17 Wherever used in this Article the term "shift" shall be
10 as defined in Section 3.1 and the term "regular shift" shall be as
11 defined in Section 3.2.

12
13 Section 7.18 No payment shall be made for meal intermissions
14 occurring outside of a scheduled shift or assigned shift, except when
15 supervision determines that the employee cannot be released for a
16 definite relief period due to the requirements of the service, in
17 which event the employee shall be granted a reasonable amount of time
18 off to eat on Company time. Relief for meal intermissions shall be for
19 a definitely specified period.

20
21 ARTICLE 8

22
23 HOLIDAYS

24
25 Section 8.1 The following holidays are authorized and shall be
26 observed:

27
28 New Year's Day Labor Day
29 Washington's Birthday Thanksgiving Day
30 Memorial Day Friday After Thanksgiving
31 Independence Day Christmas Day
32

33 (a) Additionally, two floating holidays shall be designated by
34 employees who have completed four months continuous service from
35 date of hire on dates of the employee's choice, subject to the
36 conditions stipulated in Section 8.2.

37
38 Section 8.2 The following conditions shall apply in the selection by
39 the employee of the additional holidays provided for in Section 8.1:

40
41 (a) Initial selection of a floating holiday shall be made at the time
42 of the second selection priority canvass as described in Article
43 38. A holiday selection made subsequent to the second selection
44 priority canvass shall be on a first come first serve basis, due
45 regard being given to the demands of the service. Selection
46 shall be made as far in advance as possible, ordinarily not less
47 than seven (7) days in advance of the date selected, subject to *
48 Management approval.
49
50

- 1 (b) A floating holiday shall not be selected within a week designated
2 by the employee as a scheduled vacation week.
3
- 4 (c) Changes in the date originally selected by the employee as a
5 holiday shall be subject to the following conditions:
6
- 7 (1) A request for a changed date will be made as far in advance
8 as possible, ordinarily not less than seven (7) days in *
9 advance of the day the employee wishes to be off.
10
- 11 (2) Approval of the request for the change will be subject to
12 the needs of the service, as determined by Management.
13
- 14 (d) Should the employee be asked to work on a day designated by the *
15 employee as a holiday, the employee may elect to work at premium
16 pay as stipulated in Section 8.5, or designate another date as
17 the holiday, subject to Management approval.
18

19 Section 8.3 Authorized holidays falling on Sunday shall be observed
20 on the following Monday and holiday practices shall apply in all
21 respects the same as for holidays which fall on Monday; the Sunday
22 shall be considered the same as any other Sunday.
23

24 Section 8.4 Payment to Employees for Holidays Not Worked:
25

- 26 (a) A full time employee not working on a holiday shall receive one
27 (1) day's pay, that is, one-fifth (1/5) of the employee's basic
28 weekly wage rate plus the differential, if any, if the employee
29 works all of the last scheduled shift preceding the holiday and
30 works all of the first scheduled shift following the holiday,
31 unless excused by supervision.
32
- 33 (b) A part-time employee not working on a holiday shall receive pay
34 for the number of hours which would have been scheduled to work
35 had the day not been a holiday, if the employee works all of the
36 last scheduled shift preceding the holiday and works all of the
37 first scheduled shift following the holiday, unless excused by
38 supervision.
39
- 40 (c) An employee who is scheduled to work on the holiday but fails to
41 report for work and is unexcused shall receive no payment for the
42 holiday.
43
- 44 (d) Holiday pay shall not be given for holidays which occur (1)
45 during a leave of absence, including a departmental leave, in
46 excess of seven (7) calendar days, including holidays that occur
47 during the first seven (7) calendar days of such absence; or (2)
48 during a period of excused time off for Union activities in
49 excess of seven (7) calendar days, including holidays that occur
50 during the first seven (7) calendar days of such absence; or (3)

1 after the seventh calendar day of other absences.
2

3 Section 8.5 Payment to Employees for Holidays Worked:
4

- 5 (a) An employee shall be paid two and one-half (2-1/2) hours' pay for
6 each hour worked on authorized holidays, except as provided in
7 Section 3.7 and Article 28, Part-Time Employees.
8
9 (b) In addition, an employee who has no scheduled shift for the
10 holiday but who works on the holiday, shall receive straight time
11 pay for that part or all of the regular shift hours not worked.
12
13 (c) A scheduled shift on a holiday is one for which the employee has
14 been given not less than forty-eight (48) hours' notice prior to
15 the starting time of the shift.
16
17 (d) In no case shall holiday payment and overtime or other premium
18 payment be made for the same time worked.
19

20 Section 8.6 When an authorized holiday falls within an employee's
21 vacation period, the employee will be granted a day off with pay in
22 lieu of each such holiday. Such day off shall be selected in
23 accordance with the provisions of Article 38. Such compensating day off
24 will be considered and treated as a holiday in accordance with this
25 Article.
26

27 Section 8.7 Work schedules for a holiday week shall be prepared in
28 accordance with the following:
29

- 30 (a) Employees shall be scheduled the same as though it were not a
31 holiday week, and the number scheduled on the day observed as the
32 holiday shall be the same as though it were not a holiday; those
33 not required for work on that day will be excused.
34
35 (b) Employees not scheduled to work on the day observed as the
36 holiday shall be scheduled to work five (5) other days of that
37 week, Sunday to Saturday, inclusive.
38
39 (c) The number of employees scheduled to work on the holiday and
40 excused shall be as service requires.
41

42 ARTICLE 9
43

44 VACATIONS
45

46 Section 9.1 Vacations shall be based on net credited service as shown
47 by the records of the Company and shall be granted to full-time
48 employees within each calendar year as follows, except as hereinafter
49 provided in this Article.
50

- 1 (a) A one-week vacation with forty (40) hours' pay shall be granted
2 to employees after the completion of six (6) months of such
3 service.
4
- 5 (b) Two (2) weeks of vacation with forty (40) hours' pay per week
6 shall be granted after the completion of one (1) year of such
7 service, subject to the following:
8
- 9 (1) If terms of employment of six (6) months and one (1) year
10 are both completed in the same calendar year, only two (2)
11 weeks of vacation will be granted in that calendar year with
12 the second week of vacation to be taken after completion of
13 one (1) year of service. The first week may be taken any
14 time after completion of six (6) months of service. If six
15 (6) months service is completed in one calendar year and one
16 (1) year's service in the next calendar year, one week may
17 be taken after six month's service, but none of the two
18 weeks may be taken until after completion of one year's
19 service.
20
- 21 (2) If an employee becomes eligible for a vacation week under
22 (a) or (b) above, on or after December 1, such vacation week
23 may be taken in the following calendar year, provided it is
24 completed prior to April 1 and prior to the taking of any of
25 the current year's vacation.
26
- 27 (c) Three (3) weeks of vacation with forty (40) hours' pay per week
28 shall be granted after the completion of seven (7) years of such
29 service.
30
- 31 (d) Four (4) weeks of vacation with forty (40) hours' pay per week
32 shall be granted after the completion of fifteen (15) years of
33 such service.
34
- 35 (e) Five (5) weeks of vacation with forty (40) hours' pay per week *
36 shall be granted after the completion of twenty-five (25) years *
37 of such service.
38

39 Section 9.2 Vacation schedules will be prepared for appropriate
40 employee groups as determined by the Company. Two week vacations may
41 be scheduled, at the discretion of the Company, any time during the
42 calendar year in which the second anniversary occurs, except as
43 provided in Subsection 9.1(b)(1) and Subsection 9.1(b)(2). Vacations
44 of more than two weeks may be scheduled any time during the calendar
45 year in which eligibility is attained, subject to the provisions of
46 Section 9.1(e) regarding scheduling of the fifth week of vacation.
47

48 Section 9.3 For the purposes of this Article, a vacation week may
49 begin on a day other than Sunday when approved in advance by the
50 District Manager or the District Manager's designated representative.

1 Split week vacations may be scheduled only after everyone has selected
2 a first choice. No work shall be scheduled for the employee in a
3 vacation period.

4
5 Section 9.4 The annual selection and scheduling of vacations will
6 cover a 15-month period, from January of the current year through
7 March of the next year, permitting regular employees to carry over
8 vacations into the next calendar year, subject to the following
9 conditions:

- 10
11 (a) At least one week of vacation must be taken in the current
12 calendar year.
13
14 (b) Carried-over vacations may not be taken a day at a time.
15
16 (c) The week or weeks carried over from one calendar year to the next *
17 must be completed no later than the last day of March. *
18
19 (d) Vacation weeks carried over from the preceding calendar year to *
20 the next under the provisions of this Section 9.4 will take
21 precedence over the selection of vacation weeks for the current
22 calendar year. *

23
24 Section 9.5 An employee returning to duty from sickness or accident
25 disability who has not received vacation scheduled within the
26 calendar year under the provisions of Sections 9.1 and 9.2 will
27 receive whatever vacation may be accommodated within the remainder of
28 the current calendar year.

- 29
30 (a) If an employee's vacation cannot be scheduled within the
31 remainder of the calendar year as provided in Section 9.5 above,
32 the remaining vacation period may be scheduled and taken during
33 the first quarter of the next calendar year. The scheduling of
34 vacation time carried over under the provisions of this Section
35 shall take precedence over the selection of vacation weeks for
36 the current calendar year but shall be secondary to those
37 requests carried over under the provisions of Section 9.4 above.
38

39 Section 9.6 At the start of an approved leave of absence an employee
40 may elect to receive payment in lieu thereof for any vacation to which
41 the employee is eligible, or maintain the vacation eligibility to be
42 taken upon return from the leave. Should the employee return during
43 the calendar year the employee shall receive whatever vacation or part
44 thereof the employee is entitled to but limited to the part which can
45 be scheduled within the remainder of the calendar year. The employee
46 will receive payment in lieu of whatever vacation time cannot be
47 scheduled during the calendar year. Should the employee return the
48 next calendar year, the employee shall receive payment in lieu of
49 vacation eligibility remaining from the previous year with subsequent
50 vacation eligibility subject to the provisions of Section 9.7.

1 Section 9.7 An employee who is absent in excess of six consecutive
2 months due to approved leaves or layoffs shall not be eligible for a
3 vacation in any subsequent year under the provisions of Sections 9.1
4 and 9.2 until six months' continuous service following such absence
5 has been completed.
6

7 Section 9.8 Individuals leaving the employ of the Company shall
8 receive payment in lieu of vacation to which they are eligible
9 provided they have worked during the calendar year and have not had
10 all of the vacation to which they are eligible during such period.
11

12 Section 9.9 Seniority will govern the choice of vacation periods,
13 except as provided in Sections 9.4 and 9.5. Each employee shall have
14 a first choice before anyone who splits a vacation makes a second
15 choice. Vacation weeks completed prior to March 31 shall not be
16 considered "first choice". When an employee desires to relinquish a
17 vacation period and notifies supervision accordingly not later than
18 the 15th of the preceding month the employees on the same vacation
19 schedule shall be given the opportunity to select the relinquished
20 period in accordance with their seniority. If a vacation period is
21 relinquished after the 15th of the preceding month, the period may be
22 left vacant or may be filled at the discretion of Management.
23 Supervisors will prepare vacation schedules and post for employees'
24 selection of vacation periods prior to the beginning of the calendar
25 year. A copy of each such schedule shall be provided or made
26 available to the appropriate Union District Representative.
27

28 (a) An employee who is transferred from one administrative unit to
29 another will generally be permitted to take a previously
30 scheduled vacation in accordance with the vacation schedule in
31 the group from which the employee was transferred. The resulting
32 vacancy in the vacation schedule in the group from which the
33 employee was transferred will normally not be filled.
34

35 (b) When an employee leaves the administrative unit, such as by
36 transfer, resignation, etc., the resulting vacancy will be filled
37 the same as specified in Section 9.9 for a relinquishment.
38

39 Section 9.10 Upon the request of an employee and in so far as
40 practicable, the employee shall not be scheduled to work the Saturday
41 preceding or the Sunday following a normal (Sunday - Saturday)
42 vacation week.
43

44 Section 9.11 Vacation pay for part-time employees shall be determined
45 as follows:
46

47 (a) The employment status of the employee during the last scheduled
48 week immediately preceding the first day of a vacation week shall
49 determine whether the employee will receive vacation payment as a
50 full-time or part-time employee, except for a temporary

1 assignment to full-time for the weeks commonly referred to as
2 Easter and Christmas vacation. These temporary assignments shall
3 not be considered to have changed the classification of a part-
4 time employee.

- 5
6 (b) Vacation payment shall be determined by averaging all hours
7 during the preceding twenty-six (26) workweeks, that the part-
8 time employee either:

9
10 (1) Was scheduled to work and excused, paid or unpaid.

11
12 (2) Was assigned or expected to work and excused, paid or
13 unpaid.

14
15 (3) Worked, up to a maximum of (8) hours a day or (40) hours a
16 week.

17
18 When the average number of hours per week includes a fractional
19 hour other than a half-hour increment, payment shall be made to
20 the next highest one-half hour, figured on a weekly basis. The
21 application of (1) or (2) above shall be limited to a maximum of
22 8 hours per day or 40 hours per week.

- 23
24 (c) If the twenty-six (26) workweek period includes both part-time
25 and full-time employment, part-time and full-time hours will be
26 combined to determine the average number of hours for which
27 payment will be made.

- 28
29 (d) Any shift differential, applicable to the employee's pay during
30 the last workweek preceding the vacation, shall be added to the
31 part-time employee's basic rate of pay when computing vacation
32 payments, except that the differential shall not be added in
33 computing the vacation pay of an employee who, upon return from
34 vacation, is scheduled to work a day shift for a period of one
35 (1) week or more.

36
37 Section 9.12 An employee eligible for two (2) or more weeks of
38 vacation under Section 9.1 above may designate one (1) or two (2)
39 weeks of vacation as day-at-a-time vacations. Day-at-a-time vacations
40 so designated must be scheduled and taken subject to the following
41 provisions:

- 42
43 (a) The employee shall normally designate the intent to take day-at-
44 a-time vacations under the provisions of this Section at the
45 time of the second selection priority canvass as described in
46 Article 38. An employee who has not designated such an intent
47 and subsequently wishes to take a previously scheduled full week
48 of vacation on a day-at-a-time basis, may do so subject to
49 Management approval.
50

- 1 (b) Requests for individual "V" days shall be made as far in advance
2 as possible, ordinarily not less than seven (7) calendar days *
3 prior to the day(s) being selected.
4
- 5 (c) Day at a time "V" days are limited to Monday through Friday and *
6 may not be taken on authorized holidays.
7
- 8 (d) No work shall be scheduled for an employee on a "V" day.
9
- 10 (e) Temporary changes from a regular shift for day-at-a-time vacation *
11 reliefs shall be deemed regular shifts and shall be paid for at
12 straight-time plus any applicable shift differential. Shift
13 differentials shall apply in accordance with the following:
14
- 15 (1) An evening or night shift employee temporarily assigned to a
16 day shift shall retain the evening or night shift
17 differential.
18
- 19 (2) A day shift employee temporarily assigned to an evening or
20 night shift shall receive the appropriate shift
21 differential, prorated in accordance with Article 5 of the
22 current Contract.
23
- 24 (f) Individual vacation days selected by employees working away from *
25 their headquarters location shall not entail the payment by the
26 Company of any expenses incurred by the employees in taking this
27 vacation day, including the provision of per diem and lodging at
28 the temporary work location.
29
- 30 (g) Payment for individual vacation days taken under the provisions *
31 of this Section shall be one-fifth (1/5) the authorized weekly
32 rate, excluding any extra payments.
33

34 ARTICLE 10

35 EXPENSE TREATMENT

36
37
38 Section 10.1 An allowance of twenty-five dollars (\$25.00) per diem
39 and lodging at Company expense will be provided when the employee is
40 required by Management to be absent from home overnight. Upon request
41 of the employee, the Company will advance the funds to cover such
42 expense.
43

44 Section 10.2 An employee eligible to receive the per diem allowance
45 and lodging at Company expense under Section 10.1 may, upon proper
46 Company approval and in lieu of the per diem allowance and lodging at
47 Company expense, be granted home board and lodging allowance at the
48 rate of \$28.00 per day when the nature of the work will permit and the
49 employee establishes a bona fide home at the location of the work.
50 When such home board and lodging is authorized, it shall also be paid

1 for periods not worked on Sundays, holidays, days absent due to
2 weather conditions and other authorized absence not including
3 vacations.

4
5 Section 10.3 An employee eligible to receive the per diem allowance
6 and lodging at Company expense under Section 10.1 may, upon proper
7 Company approval, be granted an allowance at the rate of \$28.00 per
8 day for each day worked in lieu of the per diem allowance and lodging
9 at Company expense when the location of the work permits travel on the
10 employee's own time and expense, between the employee's bona fide home
11 and the location of the job. In such cases, the \$28.00 allowance will
12 only be paid for the days actually worked.

13
14 (a) When an employee requests and is granted the provisions of
15 Section 10.3, he/she will not be eligible for the provisions of
16 Section 3.9(a). *

17
18 Section 10.4 On personal trips over weekends and holidays, an
19 employee assigned to work away from the employee's assigned exchange
20 who is put up at a hotel or the equivalent may, upon proper approval
21 and in the event Company transportation is not available, be granted
22 the lesser of the following two allowances:

23
24 (a) An allowance equivalent to commercial transportation costs to the
25 appropriate, as determined by the Company, commercial
26 transportation terminal at the employee's home location and
27 return. In addition, the employee will be paid the mileage
28 allowance at the agreed upon rate for use of an employee's
29 personal vehicle on Company business for the distance between the
30 work location and the commercial transportation terminal at the
31 temporary work location and return and for the distance from the
32 commercial transportation terminal at the employee's home
33 location to the employee's home and return.

34
35 (b) The actual savings to the Company due to the employee's absence
36 from the established boarding place.

37
38 Section 10.5 Employees shall be granted meal allowances only in
39 accordance with the following:

- 40
41 (a) \$9.00 when an employee works two (2) or more hours immediately
42 following the employee's regular quitting time, or
43
44 (b) \$9.00 when an employee works beyond the employee's regular
45 quitting time and a meal period intermission is specified by
46 supervision during the overtime work period.
47
48 (c) \$9.00 additional to (a) or (b) above when an employee works six
49 (6) consecutive hours of overtime, excluding specified meal
50 periods, following the employee's regular quitting time.

- 1 (d) \$4.00 when an employee works two (2) or more hours immediately *
2 preceding the employee's regular starting time. *
- 3
- 4 (e) \$4.00 when an employee works one (1) hour preceding the *
5 employee's regular starting time and one (1) hour following the
6 employee's regular quitting time, or any combination of time
7 segments before and after the normal tour which together equal
8 two (2) hours. *
- 9
- 10 (f) A meal period of one (1) hour or less shall not constitute a *
11 relief from duty. *
- 12
- 13 (g) When required to work six (6) consecutive hours or more, outside *
14 the employee's regular shift, under circumstances where the
15 employee does not qualify for a meal allowance under (a), (b) or
16 (c) above and incurs actual meal expense, the supervisor will
17 approve a \$9.00 meal allowance for the employee.
- 18
- 19 (h) \$9.00 when an employee works two regular scheduled shifts where *
20 the ending time of the first shift is the same as the starting
21 time of the second shift.
- 22
- 23 (i) Meals for which an allowance is granted under this Section shall *
24 be eaten on the employee's own time, except where the supervisor
25 determines that the employee cannot be released for a definite
26 meal period. In such case the employee shall be granted a
27 reasonable amount of time to eat on Company time.
- 28
- 29 (j) There shall be no allowance granted for noonday luncheon expense. *
- 30
- 31 (k) Meal allowances provided in this Section shall not be applicable *
32 to an employee receiving a per diem allowance and lodging at
33 Company expense or an allowance in lieu of a per diem allowance
34 and lodging.
- 35

36 Section 10.6 The Company will furnish all means of transportation or
37 will specify what transportation shall be used for Company business
38 and furnish the necessary fares.

39

40 Section 10.7 Transportation expense, as approved by the supervisor,
41 to and from work in excess of that required for the employee's normal
42 assignment will be refunded.

43

→ 44 Section 10.8 Where transportation expense during working hours is
45 deemed necessary by the Company, same will be advanced or refunded to
46 employees.

47

48 Section 10.9 Employees detailed to work outside the limits of the
49 exchange to which they are assigned shall be reimbursed for any
50

1 additional traveling expense considered necessary by the Company
2 incurred as a result of such work.

3
4 Section 10.10 Personal automobiles shall not be used for Company
5 business unless such use is permitted by Management.

6
7 Section 10.11 When authorized to use a personal automobile on Company
8 business the employee will be reimbursed at the rate of twenty-two
9 cents (\$.22) per mile with a minimum payment of fifty cents (\$.50).

10
11
12 EFFECTIVE OCTOBER 1, 1983, REVISE SECTION 10.11 TO READ AS FOLLOWS: *

13
14 Section 10.11 When authorized to use a personal automobile on Company
15 business the employee will be reimbursed at the rate of twenty cents
16 (\$.20) or twenty-two cents (\$.22) per mile at the employee's option
17 with a minimum payment of fifty cents (\$.50). *

18
19
20 Section 10.12 When an employee is called out, as defined in Section
21 7.12, and is authorized to use a personal automobile for
22 transportation between home and the designated work reporting
23 location, the employee will be reimbursed at the rate of twenty-two
24 cents (\$.22) per mile for the actual distance traveled. The minimum
25 payment shall not be less than fifty cents (\$.50) one way or a dollar
26 (\$1.00) round trip, whichever is applicable.

27
28
29 EFFECTIVE OCTOBER 1, 1983, REVISE SECTION 10.12 TO READ AS FOLLOWS: *

30
31 Section 10.12 When an employee is called out, as defined in Section
32 7.12, and is authorized to use a personal automobile for
33 transportation between home and the designated work reporting
34 location, the employee will be reimbursed at the rate of twenty cents
35 (\$.20) or twenty-two cents (\$.22) per mile at the employee's option
36 for the actual distance traveled. The minimum payment shall not be
37 less than fifty cents (\$.50) one way or a dollar (\$1.00) round trip,
38 whichever is applicable. *

39
40
41 (a) When an employee is authorized to use a personal automobile in
42 connection with call-outs and work time continues into a
43 scheduled shift, the mileage allowance specified in Section 10.12
44 will not be reimbursed for the trip home.

45
46 Section 10.13 Moving Expense

47
48 (a) Employees who, in the judgment of the Company, are required to
49 relocate their residence as the result of a permanent involuntary
50 transfer initiated by the Company shall receive reasonable moving *

1 costs as agreed upon from time to time between the Company and *
2 the Union.

3
4 (b) If there is no change of residence, as covered in Section
5 10.13(a) above, the employee shall not receive any reimbursement
6 under this Article 10.

7
8 (c) When an employee requests and is granted a transfer to a
9 different reporting location, the expenses involved in such a
10 transfer shall be borne by the employee.

11 ARTICLE 11

12 ASSIGNMENT OF EMPLOYEES

13
14
15
16 Section 11.1 The term exchange as used in this Contract is the
17 geographical territory within the limits of the exchange in which the
18 employee is regularly assigned to report for work. Exchange as used
19 in this Contract is a defined area within which a telephone company
20 furnishes service at the exchange rate as prescribed in that telephone
21 company's filed tariffs.

22
23 Section 11.2 All employees shall be assigned to an exchange. The
24 exchange for new employees may be assigned at the time hired or upon
25 completion of initial training.

26
27 Section 11.3 An employee's assigned exchange shall not be changed for
28 a period of less than six (6) consecutive months, except when the
29 assignment is changed at the request of the employee. Nothing in this
30 Section shall limit the Company's right to change the designated
31 starting point of work within the assigned exchange more often than
32 once each six (6) months.

33
34 Section 11.4 The Company shall notify the Union of any surplus in the
35 work force within an exchange at least seven (7) calendar days prior
36 to taking any action to reduce the surplus.

37 ARTICLE 12

38 SENIORITY

39
40
41
42 Section 12.1 Consistent with the demands of the service seniority
43 based on net credited service as shown by the records of the Company
44 shall have application to the following:

45
46 (a) Assignment of qualified employees to shift (day, evening, or
47 night) vacancies in an administrative unit or in such other units
48 as may be agreed to by the appropriate Labor Relations Director
49 and the Business Manager of the Union. The determination of
50

1 shift vacancies and the qualification of employees shall be as
2 determined by the Company.
3
4 (b) Assignment of qualified employees to scheduled shift vacancies
5 (scheduled hours) within the administrative unit.
6
7 (c) Temporary assignments of qualified employees for one (1) week or
8 more outside the administrative unit or to another shift.
9
10 (1) An employee who has been temporarily assigned (90 days or
11 less) to another administrative unit or shift (day, evening,
12 or night), or who has been on a temporary assignment (90
13 days or less) outside the bargaining unit may upon request
14 be returned to the former shift and/or administrative unit
15 at the end of such temporary assignment.
16
17 (d) Selection of vacation dates.
18
19 (e) Rehiring laid-off employees.
20
21 (f) Inter-exchange transfers as set forth below:
22
23 (1) Employees desiring such transfer shall make written
24 application to their immediate supervisors on a form to be
25 provided by the Company. Applications will be acknowledged
26 in writing by the Company within twenty (20) working days.
27 The Company agrees to review transfer applications on file
28 prior to filling a vacancy.
29
30 (2) When a vacancy is to be filled by selection from the list of
31 employees who have written transfer applications on file,
32 employees shall be given consideration in the order of
33 seniority, provided they have the required qualifications as
34 determined by the Company. The cost of such transfer shall
35 be borne by the employee.
36
37 (g) The Company shall take seniority into consideration in selecting *
38 employees for training. Nothing in this provision shall limit
39 the Company's right to select employees for training who, in its
40 judgment, are best qualified to receive such training. Neither
41 the provisions of this Section (12.1(g)) nor its application
42 shall be subject to arbitration. *
43
44 Section 12.2 The seniority provisions of this Contract may be
45 suspended in individual cases by the Company without prior notice.
46
47
48
49
50

ARTICLE 13

GRIEVANCE PROCEDURE

Section 13.1 The Company and the Union recognize the right of any individual employee or group of employees to present grievances to Management representatives of the Company. Grievances shall receive fair, just and speedy consideration and shall be handled without prejudice or discrimination. Any employee having a grievance may:

(a) Present the grievance to the immediate supervisor and/or such other successive levels of Management up to and including the Department Head or the authorized representative of the Department Head, as may be necessary, and have such grievance adjusted without the intervention of the Union representative as long as the adjustment is not inconsistent with the terms of this Contract, and provided that the Union representative has been given opportunity to be present at the adjustment of any grievance arising out of or resulting from the application of, or interpretation of, the provisions of this Contract; or

(b) Present the grievance to any Union representative who shall have the option to:

(1) First take up the grievance in a meeting with the employee's immediate supervisor and endeavor to settle the grievance at this stage. If the grievance is not so settled as a result of the meeting with the first level of management, a Union representative may present it in a meeting with the third level of management in the employee's particular department and endeavor to settle the grievance. *

If the grievance is not settled at the third level management meeting, it may be presented to the highest level of management in the department below officer level to adjust the grievance, or *

(2) First take up the grievance with the employee's immediate supervisor and shall endeavor to settle the grievance at this stage. If the grievance is not so settled it may be referred directly to any level of Management up to and including the Department Head or the authorized representative of the Department Head if the Management representative to whom the grievance is then presented agrees to this procedure.

Whichever option is exercised under this Section 13.1(b), pending final settlement of the grievance the Company shall not thereafter attempt to settle said grievance directly with the

1 employee, without Union concurrence, but shall settle the
2 grievance directly with the Union representative.
3

4 Section 13.2 Grievances to be eligible for handling under the
5 provisions of this Article 13, Article 21 or Article 39 must be
6 presented to the Company within thirty (30) calendar days following *
7 the occurrence of the action which is the basis of the controversy.
8 If a grievance is not presented to a higher level of Management within
9 twenty (20) calendar days subsequent to a meeting at any level, it *
10 shall be considered as settled and shall no longer be eligible for
11 handling under this grievance procedure unless the period is extended
12 by mutual agreement. No grievance shall be eligible for handling
13 under the provisions of this Article 13, Article 21 or Article 39
14 unless the action which is the basis of the controversy occurs on or
15 after the date of this Contract.
16

17 ARTICLE 14

18 TRAINING

19
20
21 Section 14.1 Employees may be trained at any location or on any
22 shift. The Company will give an employee a regular assignment within
23 a period of one (1) year after entry into training, excluding any
24 periods of absence of thirty (30) days or longer. The Company will
25 determine when such an assignment will be made.
26

27 Section 14.2 Employee training as used in this Article 14, shall mean
28 classroom training or on the job training for purposes of improving
29 the employee's knowledge and/or skill.
30

31 ARTICLE 15

32 LEAVES OF ABSENCE

33
34
35 Section 15.1 A leave of absence for personal reasons is a privilege
36 which may be granted to employees rather than a right to which they
37 are entitled. The granting of a leave of absence for a period in
38 excess of thirty (30) days does not guarantee that an employee will be
39 given a position at the expiration of the leave unless agreed to in
40 writing by the Department Head at the time the leave is granted.
41

42 ARTICLE 16

43 TIME OFF FOR UNION ACTIVITIES

44
45
46 Section 16.1 General:

- 47
48 (a) To the extent that the requirements of the service permit, an
49 employee who is an authorized representative of the Union and who
50 is covered by this Contract will be given an excused absence

1 without pay, or a leave of absence without pay, on request of an
2 authorized officer of the Union, to attend to the business of the
3 Union, subject to the conditions stated hereafter. As used in
4 this Article, the terms "excused absence" and "leave of absence"
5 are defined as follows:
6

7 Excused Absence - An unpaid absence not exceeding thirty (30)
8 consecutive calendar days.
9

10 Leave of Absence - An unpaid absence of over thirty (30)
11 consecutive calendar days covered by a written leave of absence.
12

13 (b) The period of excused absence or leave of absence for Union
14 activities, except as provided in Section 16.1(c) below, shall be
15 used solely for the purpose of enabling authorized
16 representatives of the Union to carry on activities of the Union
17 directly concerning its relations with this Company:
18

19 (1) In connection with employees of the Company in California
20 and Nevada now represented by this Union.
21

22 (2) Or to attend for short periods of time conventions or
23 meetings of the Union.
24

25 (c) The period of excused absence or leave of absence for Union
26 activities may also be used for the purpose of enabling not more
27 than two (2) authorized representatives of the Union at any one
28 time to carry on activities of the Union concerning employees of
29 the Company represented by the Union within the states or portion
30 of states served by the Company.
31

32 (d) The Union shall furnish the Company with a list of officers
33 authorized to request excused absences and a list of officers
34 authorized to request leaves of absence for the purposes
35 specified herein and shall furnish amendments to such lists as
36 changes are made.
37

38 (e) When excused absence or leave of absence for Union activities is
39 requested, the Union agrees to state in writing the reason for
40 which such excused absence or leave of absence is requested and
41 it is agreed that the Company has the right to terminate the
42 excused absence or leave of absence at any time if it is used for
43 purposes other than those specified in the written application.
44 It is agreed that a written request will not be required when the
45 sole reason for the excused absence is to handle a grievance with
46 the Company.
47

48 (f) The Union shall make all requests for excused absences or leaves
49 of absence as far in advance as possible, ordinarily not less
50 than forty-eight (48) hours in advance of the time the employee

1 is to be off on excused absence, and ordinarily not less than two
2 (2) weeks in advance of the start of a leave of absence or
3 renewal of a leave of absence. Requests for excused absences for
4 the purpose of attending Union-Management grievance meetings may
5 be made orally without forty-eight (48) hours' notice.
6

7 (g) No payment shall be made to an authorized Union representative
8 for time spent in meeting with Company representatives while the
9 Union representative is on an excused absence or leave of
10 absence.
11

12 (h) No employee shall take time off for Union activities unless
13 excused in advance by supervision.
14

15 Section 16.2 Excused Absences:
16

17 (a) The total of all excused absences as defined in Section 16.1(a) *
18 granted to an authorized Union representative for Union
19 activities in each calendar year shall not exceed ninety (90)
20 scheduled working days or the equivalent thereof in full days
21 and/or fractional days, except that not to exceed five (5) Union *
22 officers who are employees covered by this Contract, may be
23 granted excused absences not to exceed one hundred fifty (150)
24 scheduled working days or the equivalent thereof in full days
25 and/or fractional days.
26

27 (1) Excused absences, as defined in Section 16.1(a). *

28
29 (2) Time spent in meetings with Management, whether or not such
30 meetings are held during excused absences, and whether or
31 not such time is paid for.
32

33 (b) Meeting with Company representatives during a period of excused
34 absence shall not be considered as breaking a continuous period
35 of absence.
36

37 (c) Upon return to the job from excused absence for Union activities
38 an employee shall not be granted further excused absence for
39 Union activities unless he has been on the job at least five (5)
40 full working days, except as otherwise agreed to by the Company.
41 The foregoing provisions of this Section 16.2(c) shall not apply
42 when Union representatives request such time off for the sole
43 purpose of handling grievances with Management.
44

45 (d) A period of excused absence for Union activities granted under
46 this Article 16 shall automatically terminate upon the expiration
47 of this Contract.
48
49
50

[illegible]

- [illegible]

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

5
6 (h) A leave of absence granted under this Article 16 shall
7 automatically terminate if at any time the employee on leave
8 engages in any gainful occupation other than as a representative
9 of the Union or if the employee ceases to function as an
10 authorized representative of the Union.

11
12 (i) A period of leave of absence for Union activities granted under
13 this Article 16 shall automatically terminate upon the expiration
14 of this Contract.

15
16 (j) The payment of premiums for continuation of standard fringe
17 benefits during a leave of absence as defined in this Section is
18 as follows:

19
20 MEP/Dental/Vision.....Employee pays

*

21
22 Group Insurance.....Company pays

23
24 Pension Band.....Will be determined by the
25 employee's last title and wage
26 zone prior to the start of the
27 most recent leave of absence for
28 Union activities, updated to
29 current comparable title and
30 wage zone.

31
32 Section 16.4 Reinstatement of Employee Upon Return From Absence:

33
34 (a) An authorized Union representative upon return from an excused
35 absence or leave of absence shall be reinstated at work generally
36 similar to that in which the employee was engaged last prior to
37 the absence.

38
39 (1) Nothing in this Section 16.4(a) shall be construed or
40 implied to mean that the employee will be reinstated in
41 precisely the same job last engaged in prior to absence.
42 If, during the period of absence such job has been
43 eliminated because of the requirements of the service and,
44 if the employee is to be reinstated under the provision of
45 Section 16.4(a), the employee will be assigned to work as
46 nearly comparable as possible under the circumstances as
47 judged by the Company.

48
49 (b) If the employee is to be reinstated, the rate of pay shall be the
50 rate in effect for the employee's assignment at the time of

1 reinstatement and for the period of service which was credited
2 for wage purposes at the start of the absence.

3
4 (c) After receipt of notice from an employee to the Company that the
5 employee desires to terminate an excused absence or leave of
6 absence for Union activities prior to the specified termination
7 date and if the employee is to be reinstated, such excused
8 absence or leave of absence shall be terminated upon return to
9 work as instructed by the Company in accordance with the
10 following:

11
12 (1) An employee on excused absence for Union activities will be
13 returned to work as soon as reasonable under the
14 circumstances.

15
16 (2) An employee on leave of absence will be returned to work
17 prior to the specified termination date only in case the
18 employee is able to perform on a full-time basis, as
19 determined by the Company, the duties required of such
20 employee.

21 22 ARTICLE 17

23 24 LAYOFFS AND FORCE SURPLUS ADJUSTMENT

25
26 Section 17.1 Whenever economic or force conditions are considered by
27 the Company to warrant laying off regular employees, such force
28 adjustments as it may deem necessary shall be made among employees
29 covered by this Contract. If the force adjustment is to be
30 accomplished by means of layoffs employees shall be laid off in
31 inverse order of net credited service, to the extent deemed by the
32 Company to be necessary. The Company may retain not more than ten
33 (10) per cent of the employees subject to layoff in each service year
34 involved.

35
36 (a) Southern California (formerly the Southern California Region),
37 and Northern California (formerly the Northern California Region)
38 and the Bell Telephone Company of Nevada, shall be considered
39 separately in administering the provisions of this Section 17.1.

40
41 Section 17.2 In rehiring former regular employees laid off under the
42 provisions of Section 17.1 of this Contract, the Company shall offer
43 reemployment in the order of net credited service to such former
44 employees; provided, however, that the period of layoff of such former
45 employee does not exceed one (1) year, and that the former employee's
46 net credited service is in excess of one (1) year. Such rehiring
47 shall be subject to the following conditions:

48
49 (a) Such former employee must meet the requirements of the available
50 job, as determined by the Company.

(b) Such former employee must keep the Company informed of the address at which the employee can be reached, and any offer of such reemployment shall be made in person, or by registered mail addressed to the latest address so furnished by the former employee. When an offer of employment has been so made, the former employee shall inform the Company of acceptance within a period not to exceed ten (10) days and shall report for duty within one (1) month from the date such reemployment was offered.

(c) If such former employee, upon reemployment, is assigned to essentially the same type of work as at the time of the layoff, the employee shall be paid at the rate currently in effect for that assignment, and for the period of service which was credited for wage purposes at the time of the layoff.

Section 17.3 Nothing in Section 17.2 of this Contract shall limit the temporary employment of former employees in the event of an emergency or to meet peak load situations.

Section 17.4 Regular employees who are laid off due to lack of work shall be paid a layoff allowance determined as to amount by their net credited service and basic weekly wage rate at the time of leaving the service, in accordance with the table below:

Years of Net Credited Service				Number of Weeks Current Basic Wage Rate (Includes Job Differentials But Excludes Other Differentials)
<hr/>				<hr/>
Less than 6 months				0
6 months but less than 2 years				1
2 years but less than 3 years				2
3 years	"	"	4 years	3
4 years	"	"	5 years	4
5 years	"	"	6 years	6
6 years	"	"	7 years	8
7 years	"	"	8 years	10
8 years	"	"	9 years	12
9 years	"	"	10 years	16
10 years	"	"	11 years	20
11 years	"	"	12 years	24
12 years	"	"	13 years	28
13 years	"	"	14 years	32
14 years	"	"	15 years	36
15 years	"	"	16 years	40
16 years	"	"	17 years	44
17 years	"	"	18 years	48
18 years	"	"	19 years	52

	Years of Net Credited Service	Number of Weeks Current Basic Wage Rate (Includes Job Differentials But Excludes Other Differentials)
19 years but less than 20 years		56
20 years " " " 21 years		60
21 years " " " 22 years		64
22 years " " " 23 years		68
23 years " " " 24 years		72
24 years " " " 25 years		76
25 years " " " 26 years		80
26 years " " " 27 years		84
27 years " " " 28 years		88
28 years " " " 29 years		92
29 years " " " 30 years		96
30 years " " " 31 years		100

For employees with thirty-one (31) or more years of net credited service, an additional four (4) weeks' pay at current wage rate will be made for each additional completed year of service.

Section 17.5 Any remaining vacation to which the employee is eligible will be paid in addition to the layoff allowance.

Section 17.6 If an employee who has received a layoff allowance is reengaged, and the number of weeks since the effective date of leaving is less than the number of weeks' pay upon which the layoff allowance was based, exclusive of any payment in lieu of vacation, the amount paid to the employee for the excess number of weeks shall be considered as an advance to the employee by the Company and repayment of this amount shall be made at the time of reemployment, or through payroll deductions each payroll period at the rate of at least ten (10) per cent per week of the employee's basic weekly wage rate until the amount is fully repaid.

Section 17.7 If an employee who has been laid off and given a layoff allowance is subsequently reemployed and again laid off, the layoff allowance in the case of the second layoff or of any subsequent layoff shall be based upon the employee's net credited service, less any prior layoff allowance received and not refunded to the Company.

ARTICLE 18

DISMISSALS

Section 18.1 Any dismissed employee shall have the right to have his/her case investigated by successive levels of Management up to and

1 including the Department Head or the authorized representative of the
2 Department Head provided the employee requests such investigation
3 within thirty (30) calendar days of the notice or dismissal. *

4
5 Section 18.2 In the event any regular employee is dismissed, the
6 matter shall be subject to the grievance procedure set forth in
7 Article 13, unless the dismissed employee makes written request to the
8 Company's supervisory position to which the dismissed employee last
9 reported and to the Union within five (5) working days of the date of
10 dismissal that the employee does not wish such a grievance filed.
11 However, the question of dismissal shall not be subject to
12 arbitration, except as provided in Section 18.3. If it is agreed that
13 the employee should be reinstated, the terms of such reinstatement
14 shall be settled by agreement.

15
16 Section 18.3 In the event the question as to whether any regular
17 employee of more than twelve (12) months of net credited service was
18 discharged without just cause is not settled under the grievance
19 procedure, the Union may require that the question at issue be
20 submitted to arbitration pursuant to the provisions of Article 21 and
21 Article 39.

22
23 Section 18.4 If the arbitration committee finds that the discharge
24 was made without just cause, it shall either:

- 25
26 (a) reinstate the employee with back pay computed in accordance with
27 Section 18.5, or,
28
29 (b) reduce the discharge to a suspension, and reinstate the employee
30 without back pay for the period of the suspension set by the
31 arbitration committee.
32

33 Section 18.5 Where the employees are reinstated with back pay, the *
34 employees shall receive their regular rate of pay for the time lost,
35 but not for suspension time under Section 18.4(b) above. They shall
36 also receive reimbursement for any actual expenses incurred and paid
37 by the employee during the period of discharge which would have
38 normally been paid by the Company Medical, Dental or Vision Care
39 Benefit Plans. Amounts paid to employees will be reduced by any
40 amount, other than wages but including termination or layoff allowance
41 received from the Company at the time of discharge, and any amount
42 paid to or receivable by the employees as wages in other employment
43 and as unemployment benefits under any present or future provision of
44 law for the period since the date of such discharge. *

45
46 Section 18.6 For the purposes of this Article retroactive back pay
47 for dismissals that have been arbitrated under Article 39, will be as
48 provided for in Subsection 39.3(g).
49
50

ARTICLE 19

SICKNESS PAYMENTS - FIRST WEEK OF ABSENCE

Section 19.1 Regular employees having one (1) or more years of net credited service shall be paid for sickness absence during the first seven (7) calendar days of such absence in accordance with the following:

- (a) For employees having one (1) year but less than two (2) years of net credited service, payment begins with the third consecutive scheduled working day of such absence, and sickness absence payments shall be limited to a maximum of three (3) days in the seven (7) day period.
- (b) For employees having two (2) years but less than five (5) years of net credited service, payment begins with the second consecutive scheduled working day of such absence, and sickness absence payments shall be limited to a maximum of four (4) days in the seven (7) day period.
- (c) For employees having five (5) or more years of net credited service, payment begins with the first scheduled working day of such absence, and sickness absence payments shall be limited to a maximum of five (5) days in the seven (7) day period.
- (d) The scheduled working days referred to in this Section 19.1 shall be computed in accordance with the pattern of scheduled days of the work week in which the sickness absence first occurred regardless of the number of scheduled working days in that week. This pattern shall be deemed to continue into all subsequent work weeks of such absence for determining work time lost and days for which sickness absence should be paid. Sickness absence shall not be deemed to continue into the second work week unless such absence includes the first scheduled day of the original work schedule for the second week.

Section 19.2 When an employee covered by this Contract reports on the job for duty and is subsequently taken sick and excused by the supervisor before completing the shift, the employee will be paid at straight time for the remainder of the full shift for which scheduled if the employee has five (5) years' or more net credited service. If the employee has less than five (5) years' net credited service, the employee will be paid for the remainder of the half-shift for which scheduled; provided that, in individual cases as determined by the Company, payment may be made at straight time for the remainder of the full shift for which scheduled.

Section 19.3 Sickness absence payments shall include any evening or night differentials normally received by the employee, but shall not

1 include any extra payments which would have been received had the
2 employee worked, such as Sunday, holiday or overtime extra payments.

3 4 ARTICLE 20

5 6 UNION ACTIVITIES ON COMPANY PREMISES

7
8 Section 20.1 Officers of the Union, who are Company employees working
9 or on leaves of absence, may be granted access, upon application, to
10 Company buildings where employees covered by this Contract are
11 located, subject to Company practices and the requirements of
12 Government regulations.

13
14 Section 20.2 Neither the Union nor its members shall carry on Union
15 activities on Company premises or on Company time except as follows:

- 16
17 (a) Union members, who are also employees of the Company in this
18 bargaining unit, may solicit members among employees of the
19 Company covered by this Contract outside of working periods in
20 space where no Company operations or administrative work is
21 performed, provided that such solicitation shall be limited to
22 small groups of employees (not to exceed four (4)) and shall not
23 interfere with the operations of the Company or the use of the
24 space by other employees for the purposes for which the space is
25 intended and shall not be conducted when either the Union members
26 or the employees involved are on Company time.
27
28 (b) Authorized representatives of the Union may attend Union-
29 Management meetings for the purposes of collective bargaining and
30 discussing grievances presented to the Union by employees covered
31 by this Contract when such meetings have been suitably arranged
32 for in advance.
33

34 Section 20.3 The Company reserves the right to curtail or prohibit
35 any Union activity on any Company premises.
36

37 ARTICLE 21

38 39 ARBITRATION

40
41 Section 21.1 Except as otherwise provided in this Contract, if a
42 grievance has been presented within the time limits required by
43 Section 13.2 and has been handled in accordance with the provisions of
44 Section 13.1(b) and has not been satisfactorily adjusted, the Union,
45 within forty-five (45) calendar days after the Company has given its
46 final answer at the final step of the grievance procedure, may request
47 that the grievance be arbitrated subject to the following conditions:
48

- 49 (a) The provisions for arbitration shall apply only to controversies
50 between the Union and the Company regarding the true intent and

- 1 meaning of any provision of this Contract, or regarding a claim
2 that the Company has not fulfilled a commitment made in this
3 Contract.
4
- 5 (b) The Union shall notify the Labor Relations Director in writing of
6 its intention to arbitrate the dispute, setting forth in detail
7 the issue or issues involved, the facts out of which they arose,
8 and their contention.
9
- 10 (c) A meeting between the Labor Relations Director and the Business *
11 Manager of the Union or the representative authorized in writing
12 for this purpose shall be called within twenty (20) calendar days *
13 of receipt of such written notice. *
14
- 15 (d) An arbitration committee shall be established consisting of one
16 (1) representative appointed by the Union and one (1)
17 representative appointed by the Company. By mutual agreement
18 between the Union and the Company, the requirement for one (1)
19 Union representative and one (1) Company representative on the
20 arbitration committee may be waived. When so mutually agreed,
21 the impartial third arbitrator shall become a one (1) person
22 arbitration committee, and all other references in this Article
23 to the three (3) member committee shall be applicable to such one
24 (1) person committee.
25
- 26 (e) The parties or their representatives shall select an impartial
27 person as the third arbitrator who shall act as chairperson. (In
28 the case of arbitration involving the discipline of a regular
29 employee, the arbitrator shall be chosen from the permanent panel
30 selected in accordance with Article 39, Section 39.2.) If
31 agreement cannot be reached by the parties, the Union may request
32 the Director of the Federal Mediation and Conciliation Service to
33 name a panel of arbitrators and the parties in turn shall have
34 the right to strike a name from the panel until only one (1) name
35 remains. The remaining person shall be a member of the
36 arbitration committee and shall act as chairperson of the
37 arbitration committee. The right to be the first to strike a name
38 from the panel shall be set by lot.
39
- 40 (f) Hearings before this arbitration committee shall be commenced as
41 soon as possible, and carried to a conclusion as expeditiously as
42 possible. The committee shall hear and accept pertinent evidence
43 submitted by both parties and shall render a decision in writing
44 to both parties within the time limit agreed to by both parties.
45
- 46 (g) No further proceedings shall be had under this Article 21 nor
47 shall the grievance thereafter be subject to arbitration under
48 this Article 21 if within seven (7) months from the date of
49 receipt by the Company of the Union's notice required by Section
50 21.1(b) a hearing before the arbitration committee has not

1 commenced, unless the Union has notified the Company in writing
2 of its intent to continue with the arbitration proceeding. Such
3 written notice from the Union must be renewed each seven (7)
4 months thereafter or the grievance shall be considered settled
5 and no longer subject to arbitration.
6

7 Section 21.2 The arbitration committee shall have no authority to
8 change, add to, or subtract from the Contract.
9

10 Section 21.3 The decision of a majority of the arbitration committee
11 shall be final and binding on both parties, and the Company and the
12 Union agree to abide by such decision.
13

14 Section 21.4 Each party shall pay for its own witnesses and the
15 compensation and expenses of the arbitrator appointed by each party
16 shall be borne by the respective organizations appointing them, while
17 those of the arbitration committee chairperson and the general
18 expenses of arbitration shall be borne by the Company and the Union in
19 equal parts.
20

21 ARTICLE 22

22 BULLETIN BOARDS

23
24
25 Section 22.1 Upon written request from the Union, the Company agrees
26 to install or to move bulletin boards for the exclusive use of the
27 Union. Bulletin boards shall be provided by the Union and shall be
28 made and installed in a manner acceptable to the Company. The size of
29 the bulletin boards shall be approximately 24" by 36" in dimension.
30 The number of bulletin boards shall be determined jointly by the
31 Company and the Union. The location of bulletin boards shall be
32 determined by the Company with due regard to visibility and
33 accessibility to employees for whom the Union is the recognized
34 representative.
35

36 Section 22.2 Any material posted on the bulletin boards shall bear a
37 signature and a statement that such material has been authorized for
38 posting by an appropriate Union representative.
39

40 Section 22.3 The bulletin board privilege covered by this Article may
41 be terminated by either party at any time as to any or all bulletin
42 boards. Subsequent to any such action, the party initiating
43 termination will give the other party written notice of the location
44 of all bulletin boards for which the bulletin board privilege has been
45 terminated.
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ARTICLE 23

PAYROLL DEDUCTION OF UNION DUES
AND EMPLOYEE INFORMATION

Section 23.1 The Company agrees that, upon receipt of an individual written request in form approved by the Company and signed by an employee covered by this Contract, it will deduct monthly from such employee's wages the amount of Union dues specified in such request and forward the amount thus deducted to the Financial Secretary of the Union as directed. The request may be revoked by the employee at any time upon written request to the Company and such request should be directed to the Labor Relations Director, Los Angeles or San Francisco, as appropriate.

Section 23.2 In general, dues deductions will be made in a designated pay period in a specified month for properly executed dues deduction authorizations received by the appropriate Accounting Center on or before the fifth day of the preceding month. However, the Company assumes no responsibility, either to the employee or the Union, for any failure to make, or for any errors made in making such deductions, but will make reasonable efforts consistent with good business practice to avoid such omissions or errors.

Section 23.3 It is agreed that the payroll deduction of Union dues shall be in lieu of Union collection of dues, assessments and contributions on Company premises.

Section 23.4 Authorization shall be automatically cancelled if the employee is granted a leave of absence in excess of thirty (30) calendar days.

Section 23.5 The content, form, and number of copies and frequency of employee lists to be furnished to the Union by the Company shall be such as are agreed upon by the parties from time to time.

Section 23.6 Authorizations for dues deductions shall be "open-ended" to provide for the deduction of dues in an amount which is certified to the Company in writing by the Financial Secretary of the Union as being the regular monthly membership dues of the Union. The form of such individual authorization card shall be as approved by the Company.

Section 23.7 The written certification changing the amount of dues to be deducted must be delivered by the Union to the appropriate Accounting Center on or before the fifth work day of the month preceding the month in which the first deduction at the new rate is to be made effective, together with a list of the names and payroll numbers of all employees affected by the change in alphabetical order.

ARTICLE 24

UNION SECURITY

Section 24.1 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 Contract, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Contract, shall as a condition of employment pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth day after such entrance, whichever of these dates is later, until the termination of this Contract. For purpose of this Article, "employee" shall mean any person entering into the bargaining unit, except an occasional employee.

Section 24.2 Each employee who is a member of the bargaining unit on or before the effective date of this Contract and who on the effective date of this Contract 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 Contract, until the termination of this Contract.

Section 24.3 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 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.

Section 24.4 The Company may inform employees and applicants for employment of their rights and obligations under the provisions of this Article.

Section 24.5 This Article shall apply only in the State of California on the effective date of this Contract. If during the term of this Contract the Union shall become duly authorized under the laws of the State of Nevada to enter into this type of union security agreement, the effective date of this Article as to employees in Nevada shall be the date upon which the Company receives proper written evidence from the Union that it is fully qualified to enter into such an agreement in Nevada.

ARTICLE 25

MEETINGS BETWEEN UNION AND MANAGEMENT REPRESENTATIVES

Section 25.1 The Union shall keep the Company currently informed in writing of the names of Union representatives who are authorized to represent the Union in meetings with Company representatives.

Section 25.2 Except as provided in Paragraphs (c) and (d) of this Section, authorized representatives of the Union who are employees covered by this Contract, and aggrieved employees who also are covered by this Contract, shall suffer no loss of pay when attending meetings with Company representatives when such meetings pertain to matters relating to employees covered by this Contract, subject to the following conditions:

- (a) Pay shall be allowed only if (1) the employee has been excused from duty in advance by supervision to attend the meeting, (2) such meeting is held during said employee's scheduled working hours, and (3) said employee would have worked if not attending such meeting.
- (b) The time paid for shall be limited to actual meeting time, plus necessary time, if any, spent during scheduled working hours in traveling between the employee's point of work and the Union-Management meeting where both locations are within the same city. When both locations are not within the same city, paid travel time shall not exceed one and one-half (1-1/2) hours in each * direction, except for one representative attending said Union- * Management meeting, will be paid for his/her actual travel time. For the purpose of this Paragraph (b), the cities of Los Angeles * and San Diego shall be deemed to include their respective extended areas.
- (c) Time spent by Union representatives in attending Union-Management meetings held for the purpose of negotiating a written contract between the parties or amending any such contract shall not be paid for. Time paid for spent in attending other Union-Management meetings, including grievance meetings with Management representatives, shall be considered as time worked.
 - (1) Such time spent in attending Union-Management meetings, as referred to in this Paragraph (c) shall be considered as excused time off for Union activities for the purposes of Article 16.
- (d) The Company reserves the right to limit the number of employees who shall be paid while attending Union-Management meetings. However, the Company shall not limit the paid attendance at a grievance meeting to less than two (2) employees.

1 Section 25.3 When a Union-Management meeting ends a reasonable time
2 prior to the completion of scheduled working hours, an employee, who
3 would be working if not attending such meeting, shall return to work.
4

5 Section 25.4 At any meeting between a representative of the Company
6 and an employee in which discipline (including warning which is to be
7 recorded in the personnel file, suspension, demotion or discharge for
8 cause) is to be announced, a Union representative may be present if
9 the employee so requests.
10

11 ARTICLE 26

12 APPROVED ABSENCES

13
14
15 Section 26.1 An employee may be permitted to be absent without
16 deduction in pay for a period that is reasonable and warranted on
17 account of death in the employee's immediate family. In deciding the
18 payment to be allowed in such cases, consideration will be given to
19 the relationship between the employee and the deceased and also the
20 amount of time required in going to and returning from the place of
21 the funeral service.
22

23 NOTE: "Immediate family" shall be understood to mean the employee's *
24 parents, stepparents or adoptive parents, children, stepchildren or
25 adopted children, brothers or stepbrothers, sisters or stepsisters,
26 husband or wife, grandparents, grandchildren, mother-in-law, father-
27 in-law, as well as other relatives living generally in the same *
28 household with the employee.
29

30 Section 26.2 No deduction in basic pay shall be made for time spent
31 on obligatory jury duty. Time excused for jury duty of any kind shall
32 not be considered as time worked.
33

34 (a) Employees working evening or night shifts will be rescheduled to
35 day shifts during the period they are required to be absent
36 because of jury duty but no change of shift penalty payments
37 under Section 7.6 and/or Section 7.7 will be paid as a result of
38 rescheduling the employee concerned or the employee's replacement
39 either at the beginning or the end of the period of jury duty.
40

41 Section 26.3 When a reasonable amount of work time (1 hour or more) *
42 exists either preceding or following jury duty hours, an employee, who
43 would be working except for jury duty, shall be expected to report to
44 work. *

45
46 Section 26.4 Excused Work Days:

47
48 (a) Each regular employee who has at least six months of net credited
49 service on January 1 of the respective years, 1984, 1985, and *
50

- 1 one Excused Work Day without pay during each of such years.
2
- 3 (b) Employees who do not work on their paid Excused Work Day shall be
4 paid for the day as if for a normal or standard day worked
5 (excluding any wage incentive or productivity payments) provided
6 they are on the active payroll of the Company on that Excused
7 Work Day.
8
- 9 (c) One paid Excused Work Day in each calendar year may be designated
10 by the Company for employees in an administrative work group (as
11 designated by the Company) or in any larger group, including the
12 entire Company. Employees (except occasional employees) in any
13 such group for which an Excused Work Day is designated by the
14 Company and who are not otherwise eligible for a paid Excused
15 Work Day shall be excused and paid for such designated day as set
16 forth in Paragraph (a), provided they are on the active payroll
17 of the Company on the designated Excused Work Day.
18
- 19 (d) Employees who are on vacation or absent with pay on their paid
20 Excused Work Day for reasons other than having observed it as an
21 Excused Work Day shall have their paid Excused Work Day
22 rescheduled if a vacation day would have been rescheduled under
23 the same circumstances.
24
- 25 (e) If employees agree to work on their paid Excused Work Day and the
26 Company determines that the day cannot be rescheduled, they shall
27 be paid as applicable in accordance with the following
28 subparagraphs:
29
- 30 (1) Employees who agree to work before the work schedule becomes
31 fixed shall receive one day's pay as set forth in Paragraph
32 (b) in lieu of their Excused Work Day and shall in addition
33 be paid in accordance with the provisions of the contract
34 covering work on a scheduled day of work.
35
- 36 (2) Employees who agree to work after the work schedule becomes
37 fixed shall receive one day's pay as set forth in Paragraph
38 (b) in lieu of their Excused Work Day and shall in addition
39 be paid in accordance with the provisions of the contract
40 covering work on a non-scheduled day.
41
- 42 (3) Time worked by an employee on his or her Excused Work Day
43 shall be considered time worked on a regularly scheduled day
44 of work for all purposes, except as is otherwise expressly
45 provided in this Article.
46
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ARTICLE 27

PLAN FOR EMPLOYEES' PENSIONS, DISABILITY
BENEFITS AND DEATH BENEFITS

Section 27.1 In the event, during the life of this Contract, the Company desires to make a change in the "Plan for Employees' Pensions, Disability Benefits and Death Benefits" which would affect the pensions, disability benefits and death benefits of employees within the bargaining unit, it will, before making a change, notify the Union and afford the Union a period of sixty (60) calendar days for bargaining; provided, however, that no change may be made in the Plan which would reduce or diminish the pensions, disability benefits and death benefits provided thereunder, as they may apply to employees within the bargaining unit, without consent of the Union.

Section 27.2 Any claim that Section 27.1 of this Article has been violated may be presented as a grievance and, if not resolved by the parties under their grievance machinery, may be submitted to arbitration pursuant to the provisions of Article 21, but in such case any decision or action of the Company shall be controlling unless shown to have been discriminatory or in bad faith, and only the question of discrimination or bad faith shall be subject to the grievance procedure and arbitration. However, nothing in this Contract shall be construed to subject the Plan or its administration to arbitration.

ARTICLE 28

PART-TIME EMPLOYEES

Section 28.1 A part-time employee is one who is employed and normally scheduled to work less hours per average month than a comparable full-time employee in the same job title, classification and work group working the same normal daily tour.

Section 28.2 Classification and Treatment of Part-time Employees:

- (a) Except for payment for overtime hours worked, all hours worked by a part-time employee who is transferred to or employed by any new unregulated subsidiary or affiliated entity in the Bell System 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. Any regular employee who is on the active payroll of the Company as of December 31, 1980, and who works part-time on or

- 1 after January 1, 1981, shall thereafter continue, during the
2 current term of employment, to be paid on the same basis as was
3 applicable to such part-time employee on December 31, 1980.
4
- 5 (b) The classification of a part-time employee is based on the
6 employee's "part-time equivalent workweek" which shall be
7 determined prospectively by dividing the employee's total
8 normally scheduled hours per month by 4.35 and rounding the
9 result to the next higher whole number. (Illustration: 68 hours
10 per month divided by 4.35 equals 15.6, rounded to a "part-time
11 equivalent workweek" classification of 16).
12
- 13 (c) The "part-time equivalent workweek" classification of each part-
14 time employee shall be reviewed by the Company no less often than
15 every six (6) months on April 1 and October 1 of each year and
16 adjusted on a prospective basis, if appropriate. In determining
17 whether such adjustment is appropriate, the Company will consider
18 the actual average number of hours worked per month during the
19 preceding six (6) month period and the likelihood that such
20 number of work hours will continue for a reasonably foreseeable
21 period of time except that any hours worked which are paid at the
22 overtime rate shall not be counted in computing the average
23 number of hours worked.
24
- 25 (d) For employees, who are hired on or after January 1, 1981, and who
26 work as regular part-time employees, payments to a regular part-
27 time employee for sickness disability, accident disability, or
28 death benefits under the "Plan for Employees' Pensions,
29 Disability and Death Benefits", vacations, holidays, anticipated
30 disability leave, sickness absence (not under the "Plan for
31 Employees' Pensions, Disability and Death Benefits"), or
32 termination allowance (or its equivalent) shall be pro-rated
33 based on the relationship of the individual part-time employee's
34 "part-time equivalent workweek" to the normal workweek of a
35 comparable full-time employee in the same job title,
36 classification and work group. A part-time employee shall not be
37 paid for time not worked on a holiday or for absence due to
38 sickness (not under the "Plan for Employees' Pensions, Disability
39 and Death Benefits") unless such holiday or absence due to
40 sickness occurs on a day of the week on which the employee is
41 normally scheduled to work. Regular employees who are on the
42 active payroll of the Company as of December 31, 1980, and who
43 work part-time on or after January 1, 1981 shall thereafter
44 continue, during the current term of employment, to receive
45 payments for the benefits and other items listed above on the
46 same basis as was applicable to a part-time employee on December
47 31, 1980.
48
- 49 (e) Employees who are hired on or after January 1, 1981, and who work
50 as part-time employees shall, if otherwise eligible to

1 participate under the terms of such plans, be eligible for
2 coverage under the Medical Expense Plan, Dental Expense Plan, and *
3 Vision Care Plan as follows: *

4
5 (1) Employees whose part-time equivalent workweek classification
6 is sixteen (16) or less shall be eligible by enrollment and
7 payment of 100% of the premiums for such coverage;

8
9 (2) Employees whose part-time equivalent workweek classification
10 is seventeen (17) through twenty-four (24) shall be eligible
11 by enrollment and payment of 50% of the premiums for such
12 coverage;

13
14 (3) Employees whose part-time equivalent workweek classification
15 is twenty-five (25) or more shall be eligible for such
16 coverage on the same basis as a regular full-time employee.

17
18 (4) Regular employees who are on the active payroll of the *
19 Company as of December 31, 1980, shall continue to be
20 eligible for such coverage on the same basis as a regular
21 full-time employee regardless of classification.

22
23 (f) Effective January 1, 1981, part-time employees, regardless of
24 classification, shall be eligible for Excused Work Days on a
25 prorata basis based upon the ratio of any such part-time
26 employee's equivalent workweek to the normal workweek of a
27 comparable full-time employee.

28
29 ARTICLE 29

30
31 FEDERAL OR STATE LAWS

32
33 Section 29.1 In the event any Federal or State law or regulation or
34 governmental order, or the final decision of any court or board of
35 competent jurisdiction affects any one or more provisions of this
36 Contract, the provision or provisions so affected shall be made to
37 comply with the requirements of such law, regulation, governmental
38 order, or decision for the localities within the jurisdiction, and
39 otherwise the Contract shall continue in full force and effect.

40
41 ARTICLE 30

42
43 DEMANDS OF THE SERVICE

44
45 Section 30.1 Wherever phrases such as "needs of the service",
46 "demands of the service", "requirements of the service", "as the
47 service may require" or "as service requires" appear in this Contract
48 their meaning and application both generally and in specific cases
49 shall be determined solely by the Company whose determination shall be
50 binding for all purposes. The meaning of such phrases includes but is

1 not limited to any and all requirements necessary to protect the
2 service, adjust the forces between assignments, shifts and offices by
3 transfer and otherwise, care for the training needs of the forces, and
4 determine the qualifications of an employee for any assignment.
5

6 ARTICLE 31

7 SUPPLEMENTAL INCOME PROTECTION PROGRAM

8
9
10 Section 31.1 If during the term of this Contract, the Company
11 notifies the Union in writing that technological change (defined as
12 changes in equipment or methods of operation) has or will create a
13 surplus in any job title in a work location which will necessitate
14 layoffs or involuntary permanent reassignments of regular employees to
15 different job titles involving a reduction in pay or to work locations *
16 requiring a change of residence, or if a force surplus necessitating
17 any of the above actions exists for reasons other than technological
18 change and the Company deems it appropriate, employees under the
19 normal retirement age as defined in the Bell System Pension Plan *
20 (BSPP) or its applicable successor Plan, as of the effective date of
21 termination of employment (whether or not eligible for a service
22 pension) in the affected job titles and work locations who have at
23 least twenty years of net credited service and whose age and years of
24 net credited service, in sum, total seventy-five or more as of the
25 effective date of the termination of employment, may elect, in the
26 order of seniority, and to the extent necessary to relieve the
27 surplus, to leave the service of the Company and receive Supplemental
28 Income Protection benefits described in this Article subject to the
29 following conditions: *
30

- 31 (a) The Company shall determine the job titles and work locations in
32 which a surplus exists, the number of employees in such titles
33 and work locations who are considered to be surplus, and the *
34 period during which the employee may, if he or she so elects,
35 leave the service of the Company pursuant to this Article.
36 Neither such determinations by the Company nor any other part of
37 this Article shall be subject to arbitration.
38
39 (b) The number of employees who may make such election shall not
40 exceed the number of employees determined by the Company to be
41 surplus.
42
43 (c) An employee's election to leave the service of the Company and
44 receive Supplemental Income Protection benefits must be in
45 writing and transmitted to the Company within 30 days from the
46 date of the Company's offer in order to be effective and it may
47 not be revoked after such 30 day period.
48

49 Section 31.2 Subject to the limitations in this Article, employees *
50 who so elect to leave the service of the Company and receive

1 Supplemental Income Protection benefits may receive in combination
2 with such benefits either (i) a retirement service pension if eligible *
3 for such pension or, if not eligible, (ii) a termination allowance, if *
4 otherwise entitled, in an amount determined in accordance with basic
5 Contract provisions, but not both.

6
7 Section 31.3 Supplemental Income Protection payments for employees
8 who so elect to leave the service of the Company in accordance with
9 Section 31.1 shall begin within one month after such employee has left
10 the service of the Company to continue until (i) 48 payments have been
11 made; or (ii) the end of the month in which the recipient attains
12 normal retirement age as defined in the BSPP or its applicable
13 successor plan, whichever occurs earlier. *

14
15 Section 31.4 For employees who so elect in accordance with Section
16 31.1, the Company will pay monthly as Supplemental Income Protection
17 payments, \$8.00 for each year of net credited service (including a
18 prorated amount for any partial year of service) plus 40% of the final *
19 full-time basic weekly or equivalent wage rate for the employee's job
20 title and location adjusted as set forth in Section 31.1 for any
21 periods of part-time service of the employee. In no case, however,
22 shall the monthly payment hereunder exceed in aggregate a total of
23 \$400.00 per month. In addition to the monthly benefits, for an
24 employee who so elects in accordance with Section 31.1, the Company
25 will pay a lump sum payment based on years of net credited service
26 (pro-rated for part-time service as set forth in Section 31.5) as
27 follows:

28
29 Less than 25 years.....\$2000
30 25 to 30 years.....\$2500
31 30 years and over.....\$3000
32

33 Such lump sum payment will be made within sixty (60) days after the
34 employee has left the service of the Company or, at the employee's
35 option, will be made in the first quarter of the calendar year
36 following the employee's termination of service. The maximum amount
37 of Supplemental Income Protection benefits payable including any lump
38 sum payment shall in no event exceed a total of \$22,200.
39

40 Section 31.5 The years of net credited service and the final full-
41 time basic weekly or equivalent wage rate as used in the preceding
42 Section for purposes of determining the monthly payment and the lump
43 sum payment shall be pro-rated for any period of time during which an
44 employee is employed on a part-time basis in the proportion of such
45 employee's basic rate of pay during any such period to the basic rate
46 of pay for an equivalent full-time employee in the same job title,
47 classification, and work group during the same period in the same
48 manner as calculated in the BSPP or its applicable successor plan. *
49
50

1 Section 31.6 In no event shall the combination of Supplemental Income
2 Protection payments (including any lump sum payment) and any
3 termination, layoff or similar allowance paid exceed the equivalent of
4 twice the employee's annual compensation at the basic weekly wage rate
5 (or its equivalent) received during the year immediately preceding the
6 termination of service. To the extent necessary, Supplemental Income
7 Protection payments shall be reduced by the amount of any termination,
8 layoff or similar allowance paid to the employee so that the
9 combination of Supplemental Income Protection payments and termination
10 or other allowance payments does not exceed the equivalent of twice
11 the employee's annual compensation at the basic weekly wage rate (or
12 its equivalent) for the year immediately preceding the termination of
13 service.

14
15 Section 31.7 As used in this Article, "annual compensation at the
16 basic weekly rate (or its equivalent)" or "basic weekly wage rate (or
17 its equivalent)" do not include tour or temporary differentials,
18 overtime pay, or other extra payments.

19
20 Section 31.8 In addition to the conditions set forth above, any
21 payments to a recipient hereunder shall be suspended upon the
22 happening of any of the following:

- 23
24 (a) reemployment of the recipient by the Company;
25
26 (b) employment of the recipient by an affiliate or subsidiary company
27 within the same control group of companies as is the Company.
28

29 ARTICLE 32

30 SPECIAL CITY ALLOWANCE

31
32
33 Section 32.1 An employee whose assigned reporting location on a
34 particular day is within the central area of one of the cities listed
35 below, will be paid a Special City Allowance of \$1.40 for each day
36 worked after reporting at such assigned reporting location. The
37 cities included are San Francisco, Oakland, and Los Angeles.
38

39 Section 32.2 The Special City Allowance will enter into computations
40 of overtime pay required by law but will not be part of the basic rate
41 or basic weekly wages for any other purpose nor enter into the
42 computation of any payments under the Plan for Employees' Pensions,
43 Disability Benefits and Death Benefits or any other fringe benefits or
44 differentials.
45

46 Section 32.3 Not more than one full daily allowance will be paid to
47 an employee on any one day regardless of the number of times the
48 employee reports to a qualified location during that day.
49
50

1 Section 32.4 Assigned reporting locations within the following
2 designated boundaries qualify, subject to the above provisions, for
3 the Special City Allowance:
4

5 (a) San Francisco
6

7 Beginning at the point where Lyon Street meets San Francisco Bay
8 at the Presidio, then south on Lyon Street to Pacific Avenue,
9 then west on Pacific Avenue to Arguello Blvd., then south on
10 Arguello Blvd. to Fulton Street, then east on Fulton Street to
11 Stanyan Street, then south on Stanyan Street to Fell Street, then
12 east on Fell Street to Route 101, then south on Route 101 to
13 Market Street, then southwest on Market Street to Guerrero
14 Street, then south on Guerrero Street to San Jose Avenue, then
15 southwest on San Jose Avenue and Mission Street to Route 280,
16 then east on Route 280 to Route 101, then south on Route 101 to
17 San Francisco City Limits, then east on San Francisco City Limits
18 to San Francisco Bay, then north and west along the shore of the
19 San Francisco Bay to the beginning point.
20

21 (b) Oakland
22

23 Beginning at the intersection of Route 17 and Oak Street, then
24 northwest on Route 17 to Grove Street, then northeast on Grove
25 Street to 27th Street, then southeast on 27th Street, Bay Place
26 and Grand Avenue to El Embarcadero, then south on El Embarcadero
27 to Lake Shore Avenue, then southwest on Lake Shore Avenue to 1st
28 Avenue, then west on 1st Avenue to 12th Street, then northwest on
29 12th Street to Oak Street, then southwest on Oak Street to Route
30 17 and point of beginning.
31

32 (c) Los Angeles
33

34 (1) Northern Boundary
35

36 Beginning at the intersection of Fairfax Avenue and
37 Hollywood Blvd. go east on Hollywood Blvd. to Highland
38 Avenue, then north on Highland Avenue to Hollywood Freeway,
39 then southeast to Sunset Blvd., then east and southeast on
40 Sunset Blvd. to Elysian Park Avenue, then east on Elysian
41 Park Avenue to Dodger Stadium, then clockwise around the
42 northern half of Dodger Stadium to the Pasadena Freeway,
43 then northeast on Pasadena Freeway to York Blvd.
44

45 (2) Eastern Boundary
46

47 Beginning at the intersection of Pasadena Freeway and York
48 Blvd. go south and east along the Los Angeles City Limits to
49 Huntington Drive, then southwest on Huntington Drive to
50 Winchester Avenue, then south on Winchester Avenue to the

1 Long Beach Freeway, then south on the Long Beach Freeway to
2 Imperial Highway.

3
4 (3) Southern Boundary

5
6 Beginning at the intersection of the Long Beach Freeway and
7 Imperial Highway go west on Imperial Highway to the Harbor
8 Freeway, then north on the Harbor Freeway to Manchester
9 Avenue, then west on Manchester Avenue to Western Avenue.

10
11 (4) Western Boundary

12
13 Beginning at the intersection of Manchester Avenue and
14 Western Avenue go north on Western Avenue to the Santa
15 Monica Freeway, then west on the Santa Monica Freeway to
16 Fairfax Avenue, then north on Fairfax Avenue to Hollywood
17 Blvd.

18
19 ARTICLE 33

20
21 RESPONSIBLE UNION-COMPANY RELATIONSHIP

22
23 Section 33.1 The Company and the Union recognize that it is in the
24 best interests of both parties, the employees, and the public that all
25 dealings between them continue to be characterized by mutual
26 responsibility and respect. To insure that this relationship
27 continues and improves, the Company and the Union and their respective
28 representatives at all levels will apply the terms of this Contract
29 fairly in accord with its intent and meaning and consistent with the
30 Union's status as exclusive bargaining representative of all employees
31 covered by this Contract. Each party shall bring to the attention of
32 all employees in the units covered by this Contract, including new
33 hires, their purpose to conduct themselves in a spirit of
34 responsibility and respect and of the measures they have agreed upon
35 to insure adherence to this purpose.

36
37 ARTICLE 34

38
39 REASSIGNMENT PAY PROTECTION PLAN

40
41 Section 34.1 If, because of force surplus adjustments, employees are
42 assigned to vacancies where the rate of pay of the new job is less
43 than the current rate of the employee's regular job, the rate of pay
44 will be reduced over a period of time based on the employee's length
45 of service. The reductions in pay are effective at periods following
46 reassignment as shown below and are based on the difference in rates
47 for the old and new jobs.

48
49 (a) Net Credited Service Is Less Than 10 Years:
50

1 Weeks 1 thru 4 - no reduction
2 Weeks 5 thru 8 - 1/3 reduction
3 Weeks 9 thru 12 - 2/3 reduction
4 Weeks 13 & thereafter - full reduction
5

6 (b) Net Credited Service Is More Than 10 Years But Less Than 15
7 Years:
8

9 Weeks 1 thru 30 - no reduction
10 Weeks 31 thru 34 - 1/3 reduction
11 Weeks 35 thru 38 - 2/3 reduction
12 Weeks 39 & thereafter - full reduction
13

14 (c) Net Credited Service Is 15 Years Or More:

15
16 Weeks 1 thru 56 - no reduction
17 Weeks 57 thru 60 - 1/3 reduction
18 Weeks 61 thru 64 - 2/3 reduction
19 Weeks 65 & thereafter - full reduction
20

21 Section 34.2 There will be no reduction in pay for an employee with
22 fifteen (15) years or more of net credited service who is downgraded
23 due to technological change for a period of thirty-six (36) months
24 following the effective date of such downgrade. Thereafter the
25 following schedule in reduction shall apply:
26

27 Weeks 1 thru 4 - no reduction
28 Weeks 5 thru 8 - 1/3 reduction
29 Weeks 9 thru 12 - 2/3 reduction
30 Weeks 13 & thereafter - full reduction
31

32 An employee with fifteen (15) years or more of net credited service on
33 the effective date of a downgrade due to technological change during
34 the term of the preceding agreement between the parties and who
35 suffered no reduction in pay during the term of such agreement shall
36 be treated in accordance with the foregoing thirty-six (36) month
37 period and subsequent schedule of reduction as though both had been in
38 effect on the effective date of his or her downgrade.
39

40 ARTICLE 35

41 TECHNOLOGICAL DISPLACEMENT

42
43
44 Section 35.1 If during the term of this Contract, the Company
45 notifies the Union in writing that technological change (defined as
46 changes in equipment or methods of operation) has or will create a
47 surplus in any job title in a work location which will necessitate
48 reassignments of regular employees to different job titles involving a
49 reduction in pay or to locations requiring a change in residence, or
50 if a force surplus necessitating any of the above actions exists for

1 reasons other than technological change and the Company deems it
2 appropriate, any regular employee --

3
4 - who is in the affected job titles and work locations; and

5
6 - who is not eligible for a service pension
7

8 may elect not to accept such reassignment to a job title involving a
9 reduction in pay or to a location requiring a change in residence and
10 shall be paid a termination allowance. Any such regular employee who
11 refuses to accept a transfer to a job title having the same or greater
12 rate of pay and which does not require a change in residence shall not
13 be paid a termination allowance.
14

15 Section 35.2 Employees eligible for a termination allowance under the *
16 terms of this provision alternatively may elect to participate in the
17 Voluntary Income Protection Program (VIPPP) providing they meet the
18 eligibility requirements of that program. *

19
20 ARTICLE 36

21
22 TECHNOLOGY CHANGE COMMITTEE

23
24 Section 36.1 The Company and the Union recognize that technological
25 changes in equipment, organization, or methods of operation have a
26 tendency to affect job security and the nature of the work to be
27 performed. The parties, therefore, will attempt to diminish or
28 abolish the detrimental effects of any such technological change by
29 creating a joint committee to be known as the Technology Change
30 Committee to oversee problems and recommend solutions of problems in
31 this area as set forth below.
32

33 Section 36.2 It is agreed that a Technology Change Committee shall be
34 constituted. Such committee will consist of not more than three
35 representatives of the Company and not more than three representatives
36 of the Union. Such Committee may be convened at the option of either
37 party at mutually agreeable times.
38

39 Section 36.3 The purpose of the Committee is to provide for
40 discussion of major technological changes (including changes in
41 equipment, organization, or methods of operation) which may affect
42 employees represented by the Union. The Company will notify the Union
43 at least six (6) months in advance of planned major technological
44 changes. Meetings of the Committee will be held as soon thereafter as
45 can be mutually arranged. At such meetings, the Company will advise
46 the Union of its plans with respect to the introduction of such
47 changes and will familiarize the Union with the progress being made.
48

49 Section 36.4 The impact and effect of such changes on the employees
50 shall be appropriate matters for discussion. The Company will discuss

1 with the Union:

2
3 (a) What steps might be taken to offer employment to employees
4 affected:

5
6 (1) In the same locality or other localities in jobs which may
7 be available in occupations covered by the Contract between
8 the parties;

9
10 (2) In other occupations in the Company not covered by the
11 Contract;

12
13 (3) In other Bell System companies.

14
15 (b) The applicability of various Company programs and Contract
16 provisions relating to force adjustment plans and procedures,
17 including Supplemental Income Protection Plan, Reassignment Pay
18 Protection Plan, termination allowances, retirement, transfer
19 procedures and the like.

20
21 (c) The feasibility of the Company providing training for other
22 assignments for the employees affected. (Example: sponsorship
23 of typing training on Company time)

24
25 Section 36.5 The Committees shall not formulate policy or arrive at
26 binding decisions or agreements, but rather shall be charged with the
27 responsibility to develop facts and recommendations so that the
28 Company can make well-informed decisions regarding the matters covered
29 by this provision.

30
31 ARTICLE 37

32
33 NEW JOB TITLES AND JOB CLASSIFICATIONS

34
35 Section 37.1 Whenever the Company determines it appropriate to create
36 a new job title or job classification in the bargaining unit, or
37 restructure or redefine an existing one, it shall notify the Union.
38 Such notification shall state the job title or classification, a job
39 description of the duties for such job title or classification, and
40 the initial wage rates and schedule for such job title or
41 classification. The initial wage rates shall be classified as
42 temporary until the job title or classification has been evaluated
43 pursuant to an Occupational Job Evaluation Plan.

44
45 Section 37.2 Following such notice to the Union, the Company may
46 staff such job title or classification, and will proceed to evaluate
47 such job title or classification pursuant to the Occupational Job
48 Evaluation Plan. Upon completion of the evaluation (ordinarily not to
49 exceed 6 months), the Company will notify the Union of the results of
50 such evaluation, including the job requirements studied, the scoring

1 of each such requirement, and the resulting wage rate assigned. If
2 the evaluation of the new job title or classification is not completed
3 within six (6) months of the staffing of such job title or
4 classification the Union expressly reserves its right to engage in a
5 work stoppage or other concerted activity as allowed by law.
6

7 Section 37.3 The Union shall have the right to grieve and arbitrate
8 the enumeration and scoring of the job requirement upon being notified
9 of the results of the evaluation. The Occupational Job Evaluation
10 Plan and the schedule of wage rates established, shall not be subject
11 to arbitration.
12

13 Section 37.4 Any job titles or classifications created, redefined, or
14 restructured prior to the development and implementation of the
15 Occupational Job Evaluation Plan shall be handled as follows:
16

17 (a) The Company shall notify the Union in writing of such job title
18 or classification and shall furnish a job description of the
19 duties and the wage rates and schedules initially determined for
20 such job titles and classifications. Such wage rates and
21 schedules shall be designated as temporary. Following such
22 notice to the Union, the Company may proceed to staff such job
23 title or classification.
24

25 (b) The Union shall have the right, within thirty days from receipt
26 of notice from the Company, to initiate negotiations concerning
27 the initial wage rates or schedules established as temporary by
28 the Company.
29

30 (c) If negotiations are not so initiated or if agreement is reached
31 between the parties within sixty (60) days following receipt of
32 notice from the Company concerning the wage rates and schedules,
33 the temporary designation shall be removed from the job title or
34 classification.
35

36 (d) If negotiations are initiated and the parties are unable to reach
37 agreement within sixty (60) days following receipt of notice from
38 the Company, the issue of an appropriate temporary schedule of
39 wage rates shall be submitted to a neutral third party, to be
40 selected as set forth below, for determination of an appropriate
41 temporary schedule of wage rates. Such rates shall remain in
42 effect until such job title or classification has been evaluated
43 pursuant to an Occupational Job Evaluation Plan adopted by the
44 parties.
45

46 (e) The neutral third party referred to above shall be selected by
47 mutual agreement from a list of five individuals compiled by the
48 Occupational Job Evaluation Committee. Such individuals on the *
49 list shall possess acknowledged expertise in the area of job
50 evaluation. The parties shall submit their views to such third *

1 party within thirty (30) days after selection and such
2 individual shall have sixty (60) days from the date of selection
3 to make a determination which shall be binding on the parties as
4 a temporary schedule of wage rates. While it is not intended
5 that such third party undertake a full and complete job
6 evaluation study, he or she shall review other job titles or *
7 classifications and their wage schedules for comparison purposes
8 and may make an on-site inspection of the workplace and conduct a
9 reasonable number of interviews of incumbents.

11 ARTICLE 38

13 SCHEDULING OF TIME OFF

15 Section 38.1 The provisions of this Article shall apply to selection
16 by employees of time off for vacation, Excused Work Days (paid and
17 non-paid), floating holidays, and days in lieu of holidays which occur
18 during a scheduled vacation week.

20 Section 38.2 Employees shall select time off as described in Section
21 38.1 in the priority herein set forth in seniority order within the
22 administrative work group or other appropriate group. It is the
23 intent of the parties that the employees' selections will be granted
24 to the extent practicable consistent with force requirements and the
25 needs of the business.

27 Section 38.3 Prior to the beginning of the calendar year, Management
28 will canvass the work group to allow the employees to select scheduled
29 vacation weeks from the available dates. Only full weeks of vacation
30 are included in this first selection priority. (Vacation days of less
31 than a full calendar week are included in the second selection
32 priority). After all employees in the work group have been scheduled
33 for full vacation weeks, Management will then canvass the work group
34 to allow employees to select other scheduled time off for which they
35 are eligible.

37 Section 38.4 In addition to the time off scheduled under Section
38 38.3, employees shall also select "reserve-time" on the second
39 selection priority canvass (or at some later date that may be agreed
40 upon locally). "Reserve-time" shall be one continuous period of time
41 which shall be sufficient to cover all individual days off for which
42 the employee is eligible (other than scheduled full weeks of vacation)
43 and not scheduled under Section 38.3. The period during which the
44 "reserve-time" may be scheduled shall extend through March 31st of the
45 following calendar year (or any later date that may be agreed upon
46 locally). Any time off not taken by an employee prior to the
47 scheduled "reserve-time" must be taken during the scheduled "reserve-
48 time" for that employee.

1 Section 38.5 Subject to the needs of the business and force
2 requirements of the work group, time off not scheduled under Section
3 38.3 (except as "reserve-time") may be selected by an employee on the
4 basis of the earliest request to the employee's immediate supervisor.
5

6 Section 38.6 Except for Management designated Excused Work Days, for
7 administrative purposes, but not for pay purposes, all time off
8 subject to scheduling under this provision shall be treated in the
9 same manner as vacation time.
10

11 ARTICLE 39

12 EXPEDITED ARBITRATION

13
14
15 Section 39.1 In lieu of the procedures specified in Article 21 of
16 this Agreement, any grievance involving the suspension of an
17 individual employee, except those which also involve an issue of
18 arbitrability, contract interpretation, or work stoppage (strike)
19 activity and those which are also the subject of an administrative
20 charge or court action shall be submitted to arbitration under the
21 expedited arbitration procedure hereinafter provided within fifteen
22 (15) calendar days after the filing of a request for arbitration. In
23 all other grievances involving disciplinary action which are
24 specifically subject to arbitration under Article 21 of this Contract,
25 both parties may, within fifteen (15) calendar days after the filing
26 of the request for arbitration, elect to use the expedited arbitration
27 procedure hereinafter provided. The election shall be in writing and,
28 when signed by authorized representatives of the parties, shall be
29 irrevocable. If no such election is made within the foregoing time
30 period, the arbitration procedure in Article 21 shall be followed.
31

32 Section 39.2 As soon as possible after this Agreement becomes final
33 and binding, a panel of three umpires shall be selected by the Labor
34 Relations Director and the Business Manager of the Union. Each umpire
35 shall serve until the termination of this Contract unless his or her
36 services are terminated earlier by written notice from either party to
37 the other. The umpire shall be notified of his or her termination by
38 a joint letter from the parties. The umpire shall conclude his or her
39 services by settling any grievance previously heard. A successor
40 umpire shall be selected by the parties. Umpires shall be assigned
41 cases in rotating order designated by the parties. If an umpire is
42 not available for a hearing within ten (10) working days after
43 receiving an assignment, the case will be passed to the next umpire.
44 If no one can hear the case within ten (10) working days, the case
45 will be assigned to the umpire who can hear the case on the earliest
46 date.
47

48 Section 39.3 The procedure for expedited arbitration shall be as
49 follows:
50

- 1 (a) The parties shall notify the umpire in writing on the day of
2 agreement or date of arbitration demands in suspension cases to
3 settle a grievance by expedited arbitration. The umpire shall
4 notify the parties in writing of the hearing date.
5
- 6 (b) The parties may submit to the umpire prior to the hearing a
7 written stipulation of all facts not in dispute.
8
- 9 (c) The hearing shall be informal without formal rules of evidence
10 and without a transcript. However, the umpire shall be satisfied
11 himself or herself that the evidence submitted is of a type on
12 which he or she can rely, that the hearing is in all respects a
13 fair one, and that all facts necessary to a fair settlement and
14 reasonably obtainable are brought before the umpire.
15
- 16 (d) Within five (5) working days after the hearing, each party may
17 submit a brief written summary of the issues raised at the
18 hearing and arguments supporting its position. The umpire shall
19 give his or her settlement within five (5) working days after
20 receiving the briefs. He or she shall provide the parties a
21 brief written statement of the reasons supporting his or her
22 settlement.
23
- 24 (e) The umpire's settlement shall apply only to the instant
25 grievance, which shall be settled thereby. It shall not
26 constitute a precedent for other cases or grievances and may not
27 be cited or used as a precedent in other arbitration matters
28 between the parties unless the settlement or a modification
29 thereof is adopted by the written concurrence of the
30 representatives of each party at the final step of the grievance
31 procedure.
32
- 33 (f) The time limits in (a) and (d) of this Section may be extended by
34 agreement of the parties or at the umpire's request, in either
35 case only in emergency situations. Such extensions shall not
36 circumvent the purpose of this procedure.
37
- 38 (g) In any grievance arbitrated under the provisions of this Section,
39 the Company shall under no circumstances be liable for backpay
40 for more than six (6) months (plus any time that the processing
41 of the grievance or arbitration was delayed at the specific
42 request of the Company) after the date of the disciplinary
43 action. Delays requested by the Union in which the Company
44 concurs shall not be included in such additional time.
45
- 46 (h) The umpire shall have no authority to add to, subtract from or
47 modify any provisions of this Contract.
48
- 49 (i) The decision of the umpire will settle the grievance, and the
50 Company and the Union agree to abide by such decision. The

1 compensation and expenses of the umpire and the general expenses
2 of the arbitration shall be borne by the Company and the Union in
3 equal parts. Each party shall bear the expense of its
4 representatives and witnesses.

5
6 (j) The time limit for requesting arbitration under this provision
7 shall be the same as in Article 21.
8

9 ARTICLE 40

10 PAYMENTS

11
12
13 Section 40.1 Employees shall be paid at their weekly basic rate of
14 pay for forty (40) hours of work in accordance with the provisions of
15 this Contract.

16
17 Section 40.2 Employees shall be paid bi-weekly, payment of wages due
18 for the two-week pay-period to be made when practicable not later than
19 the Friday following the last day of the pay-period.
20

21 Section 40.3 Upon request of the employee, any pay checks due during
22 a vacation period shall be delivered on the last working day preceding
23 the vacation, providing that requests are made not less than nine (9)
24 days prior to the first day of the vacation.
25

26 Section 40.4 When practicable, pay checks shall be distributed in
27 sufficient time to permit employees to cash their checks on the
28 established pay day.
29

30 ARTICLE 41

31 VOLUNTARY INCOME PROTECTION PROGRAM

32
33
34 Section 41.1 If during the term of this agreement, the Company
35 notifies the Union in writing that technological change (defined as
36 changes in equipment or methods of operation) has or will create a
37 surplus in any job title in any work location which will necessitate
38 layoffs or involuntary permanent reassignments of regular employees to
39 different job titles involving a reduction in pay or to locations
40 requiring a change of residence, or if a force surplus necessitating
41 any of the above action exists for reasons other than technological
42 change and the Company deems it appropriate, employees (i) who are
43 under the normal retirement age as defined in the Bell System Pension
44 Plan (BSPP) or its applicable successor plan as of the effective date
45 of termination of employment in the affected job titles and work
46 locations (ii) who have at least two years of net credited service and
47 (iii) who are not eligible for a service pension under the terms of
48 the Bell System Pension Plan (BSPP) or its applicable successor plan
49 or Supplemental Income Protection payments, as of the effective date
50 of the termination of employment, may elect, in the order of *

1 seniority, and to the extent necessary to relieve the surplus, to *
2 leave the service of the Company and receive Voluntary Income
3 Protection benefits described in this Article subject to the following
4 conditions:

- 5
6 (a) The Company shall determine the job titles and work locations in
7 which a surplus exists, the number of employees in such titles
8 and locations who are considered to be surplus, and the period
9 during which the employee may, if he or she so elects, leave the
10 service of the Company pursuant to this Article. Neither such
11 determinations by the Company nor any other part of this Article
12 shall be subject to arbitration.
13
14 (b) The number of employees who may make such election shall not
15 exceed the number of employees determined by the Company to be
16 surplus.
17
18 (c) An employee's election to leave the service of the Company and
19 receive Voluntary Income Protection benefits must be in writing
20 and transmitted to the Company within 30 days from the date of
21 the Company's offer in order to be effective.
22

23 Section 41.2 In any force surplus situation where this provision may
24 be applicable, it will not be implemented by the Company unless and
25 until employees in the affected job titles and work locations who are
26 eligible have had an opportunity to elect to leave the service of the
27 Company and receive Supplemental Income Protection benefits.
28

29 Section 41.3 Voluntary Income Protection payments for employees who
30 so elect to leave the service of the Company in accordance with
31 Section 41.1 shall begin at the next applicable payroll date after
32 such employee has left the service of the Company. Payments will not
33 continue beyond (i) 60 weeks after the employee has left the service
34 of the Company, or (ii) the end of the month in which the recipient
35 attains normal retirement age as defined in the BSPP or its applicable
36 successor plan, whichever occurs earlier. Payments will be made
37 coincident with normal payroll periods for the work group in which the
38 recipient was employed immediately prior to terminating employment.
39

40 Section 41.4 For an employee who so elects in accordance with
41 Section 41.1, the Company will pay as Voluntary Income Protection
42 payments:
43

- 44 - for each year of net credited service up to ten (10) years, one
45 week of pay, and
46
47 - for each year of net credited service in excess of ten (10) years
48 up to twenty (20) years, two weeks of pay, and
49
50

1 - for each year of net credited service in excess of twenty (20) *
2 years up to thirty (30) years, three weeks of pay.
3

4 Such pay shall be equal to the recipient's basic rate of pay at the
5 time of termination of employment. For any partial year of service,
6 the payments set forth above will be prorated.
7

8 Section 41.5 In addition to the payments set forth in Section 41.4,
9 for an employee who so elects in accordance with Section 41.1, the
10 Company will reimburse the employee for actual expenses incurred for
11 relocation costs, tuition or training costs, or job placement expenses
12 related to seeking other employment, or any combination thereof, up to
13 an amount not to exceed \$500 for each year of net credited service
14 (prorated for any partial year of service) to a maximum of \$2,500.
15 Any such expenses for which reimbursement will be made must be
16 approved by the Company prior to being incurred and must be incurred
17 within one year from the date of termination of employment except that
18 reimbursement for tuition or training costs will be made for such
19 expenses incurred within two years from the date of termination of
20 employment.
21

22 Section 41.6 The years of net credited service and the final full-
23 time basic weekly or equivalent wage rate as used in this Article for
24 purposes of determining the periodic payment and the lump sum
25 reimbursement shall be prorated for any period of time during which an
26 employee is employed on a part-time basis in the proportion of such
27 employee's basic rate of pay during any such period to the basic rate
28 of pay for an equivalent full-time employee in the same job title,
29 classification, and work group during the same period in the same
30 manner as termination or layoff allowances are calculated.
31

32 Section 41.7 In no event shall the Voluntary Income Protection
33 payments (including any lump sum reimbursement) and any other
34 allowance paid exceed the equivalent of twice the employee's annual
35 compensation at the basic weekly wage rate (or its equivalent)
36 received during the year immediately preceding the termination of
37 service. To the extent necessary, the Voluntary Income Protection
38 payments shall be reduced by the amount of any such other allowance
39 paid to the employee so that the combination of Voluntary Income
40 Protection payments and other allowance payments does not exceed the
41 equivalent of twice the employee's annual compensation at the basic
42 weekly wage rate (or its equivalent) for the year immediately
43 preceding the termination of service.
44

45 Section 41.8 As used in this Article, "annual compensation at the
46 basic weekly rate (or its equivalent)" or "basic weekly wage rate (or
47 its equivalent)" do not include tour or temporary differentials,
48 overtime pay, or other extra payments.
49
50

1 Section 41.9 In addition to the conditions set forth above, any *
2 payments to a recipient hereunder shall be suspended upon the
3 happening of any of the following:

- 4
5 (a) reemployment of the recipient by the Company;
6
7 (b) employment of the recipient by an affiliate or subsidiary company
8 within the same control group of companies as is the Company. *

9
10 ARTICLE 42

11
12 COMMON INTEREST FORUM

13
14 Section 42.1 Recognizing that rapid changes are occurring and will
15 continue to occur in the information and telecommunications
16 businesses, the parties express their intent that a forum of common
17 interest will be established in each company for the following
18 purposes:

- 19
20 (a) Providing a framework for early communication and discussion
21 between the parties on business developments of mutual interest
22 and concern to the parties and their constituencies;
23
24 (b) Discussing and reviewing innovative approaches to enhance the
25 competitiveness of the Company and improve employment security;
26
27 (c) Improving understanding and relationships between the parties and
28 avoiding unnecessary disputes by cooperatively addressing
29 significant changes and developments in the union or company
30 environment.
31
32 (1) Equal numbers of key union and management persons shall
33 constitute the forum in the Company. Meetings will be
34 convened by the parties at mutually agreeable places and
35 times but no less often than quarterly. Otherwise, the
36 members of the forum shall determine its composition,
37 structure, agendas, and operation.
38
39 (2) It is the intent that such forum support the collective
40 bargaining process, the established contractual dispute
41 resolution procedures, and the existing joint union-
42 management committees. *

43
44 ARTICLE 43

45
46 TRAINING/RETRAINING

47
48 Section 43.1 In the present environment of fast-paced technological
49 developments and structural changes, the parties recognize the
50 benefits in offering to employees training and retraining programs for *

1 personal or career development or in the event their existing jobs are *
2 displaced. Accordingly, within one year from the date of this
3 agreement, the Company will begin offering at Company expense training
4 and retraining programs to its employees for personal or career
5 development and to employees being displaced to qualify for job
6 vacancies as anticipated by the Company.

7
8 Section 43.2 The personal or career development training and the job
9 displacement retraining programs contemplated by this provision will
10 be generic in nature and separate and distinguished from the current
11 job specific training instruction.

12
13 Section 43.3 A Training Advisory Board comprised as set forth below
14 will be established in the Company to assist and advise in the
15 training efforts encompassed by these programs.

16
17 (a) Personal or Career Development Training

18
19 (1) Personal or career development training programs will be
20 designed as an educational self-development aid to assist
21 employees in their personal development or preparing
22 themselves for career progression opportunities or job
23 changes within the Company.

24
25 (2) Training under such program will be generic in nature as
26 opposed to job specific and will cover technical, sales,
27 clerical and other fundamental skills.

28
29 (3) Any regular employee with at least one year of net
30 credited service will be eligible to participate in such
31 training program under the terms of such program.

32
33 (4) Participation by employees in the personal or career
34 development training program will be voluntary, and time
35 spent by employees in such training will be outside
36 scheduled working hours and not paid or considered as time
37 worked for any purpose.

38
39 (5) Successful completion by an employee of any training or
40 courses offered pursuant to such program will be taken into
41 account by the Company when considering the employee for an
42 upgrade or transfer.

43
44 (b) Job Displacement Training

45
46 (1) Job displacement training programs will be designed to
47 prepare employees whose jobs are being displaced or whose
48 jobs are being restructured to a wage schedule with a lower
49 maximum wage rate to enhance their ability to qualify for
50 anticipated job vacancies within the Company. *

- 1 (2) Employees will be informed of potential displacements as *
2 soon as possible and depending on the number of any
3 anticipated job openings will be offered training, if
4 necessary, which is intended to enable them to qualify for
5
6 such job openings in the Company.
7
8 (3) All regular employees who are notified of potential
9 displacement of their current jobs or restructuring to a
10 lower rate will be eligible to participate in such training
11 program regardless of length of service.
12
13 (4) Participation by employees in the job displacement training
14 program will be voluntary, and time spent by employees in
15 such training will be outside scheduled working hours and
16 not paid or considered as time worked for any purpose unless
17 the Company determines it appropriate in specific instances
18 to permit the employees to receive such training during
19 working hours.
20
21 (c) Training Advisory Board
22
23 (1) The Training Advisory Board to be created will consist of
24 three union representatives and three management
25 representatives (one of whom will be the person in the
26 Company responsible for training) who will meet periodically
27 and have responsibility for:
28
29 (a) furnishing advice to the Company on personal or career
30 development and job displacement training courses and
31 curricula,
32
33 (b) reviewing and making recommendations regarding training
34 delivery systems (e.g. technical schools, community
35 colleges, home study programs, etc.) available to be
36 used by the Company,
37
38 (c) evaluating the effectiveness of such training programs
39 and courses and the delivery systems utilized,
40
41 (d) encouraging employees to participate in and
42 successfully complete the available training courses.
43
44 (2) The Union and the Company will each be responsible for the
45 respective costs and expenses of their representatives'
46 participation on the Training Advisory Board and will share
47 equally in the joint costs and expenses incurred by the
48 Board.
49
50

1 Section 43.4 Nothing in this program will supersede the applicable *
2 promotion or transfer provisions of a contract. *

3
4 ARTICLE 44

5
6 MOTOR VEHICLE USAGE PROGRAM

7
8 Section 44.1 There will be established in the Company a motor vehicle
9 usage program to provide, in those administrative work units where
10 implemented, that employees who participate will be assigned a motor
11 vehicle for use in their work and for traveling between their work
12 locations and places of residence or other designated places for the
13 vehicle storage.

14
15 Section 44.2 The motor vehicle usage program will be implemented only
16 within administrative work units where some or all of the employees
17 normally use a Company-provided motor vehicle in order to perform
18 their work. The decision to implement and to continue the program
19 within any such administrative work unit will be within management's
20 discretion.

21
22 Section 44.3 When the motor vehicle usage program is introduced
23 within an administrative work unit all employees within that unit who
24 normally use a Company-provided motor vehicle in the performance of
25 their work assignment will be eligible to participate. Participation
26 by any such employees will be on a voluntary basis. If an employee
27 elects not to participate, management will determine where the motor
28 vehicle assigned to that employee is to be stored and that location
29 will become the employee's work reporting location.

30
31 Section 44.4 Employees who participate in the program will be
32 expected to provide normally secure and legal storage for the vehicle
33 at their places of residence. If the vehicle cannot properly stored
34 at an employee's place of residence, the Company may arrange for
35 appropriate storage at its expense.

36
37 Section 44.5 Operating and maintenance costs will be at the Company's
38 expense. The Company will make arrangements for maintenance of the
39 vehicle; however, it will be the responsibility of the employee to
40 whom the vehicle is assigned to assure that the vehicle is properly
41 maintained.

42
43 Section 44.6 For employees who participate in the motor vehicle usage
44 program, a work reporting area will be established on a local basis
45 before implementation. Such work reporting area will be designed so
46 as to serve the interests of the customer, reasonably accommodate the
47 employee, and be satisfactory to management and the union. The work
48 reporting area normally will be a circular geographic area. In large
49 congested metropolitan locations or where natural barriers render a
50 circular work reporting area impractical, other suitable parameters *

1 will be established. *

2
3 Section 44.7 Each participating employee will be expected to begin
4 and end the work at any assigned location within the established work
5 reporting area. Prior to implementation of the program, the Company
6 and Union will determine a method of compensation for employees who
7 begin or end a work tour outside an established work reporting area. *

8
9 ARTICLE 45 *

10
11 CONCLUSION *

12
13 Section 45.1 This Contract shall become effective as of August 23, *
14 1983 and shall continue in effect until 11:59 P.M. (Pacific Day
15 Light Savings Time), August 9, 1986. Negotiations on a new Contract
16 shall begin not earlier than sixty (60) days prior to such
17 termination. It is the intention of the parties with respect to the
18 collective bargaining of future contracts replacing this or any
19 subsequent wage, hours, and working conditions contract to conduct
20 their negotiations thereon in such a manner as to reach a new
21 agreement on or before the termination of this present Contract.

22
23 IN WITNESS WHEREOF, the parties have caused this consolidated
24 Contract to be signed this 23RD day of AUGUST 1983,
25 pursuant to the Memorandum of Agreement executed on AUGUST 23, 1983.

26
27
28 ORDER OF REPEATERMEN AND TOLL
29 TESTBOARDMEN, LOCAL UNION 1011
30 INTERNATIONAL BROTHERHOOD OF
31 ELECTRICAL WORKERS - AFL-CIO

THE PACIFIC TELEPHONE AND
TELEGRAPH COMPANY
BELL TELEPHONE COMPANY OF
NEVADA

32
33
34
35
36
37 By K. W. Lennie
38 Business Manager

By [Signature]
District Staff Manager

39
40
41 W. V. Flournoy
42 P. L. Martin
43 J. M. Mc Neely
44 D. F. Singleton
45 R. A. Spence
46 C. D. Rosenquist
47 C. D. Wiegmann

E. W. Vaughan
R. J. Ferraris
E. N. Hutchings

APPENDIX A

WAGE SCHEDULE AND EXCHANGE CLASSIFICATIONS

EFFECTIVE 8-24-83

Communications Technician - (Toll)

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APPENDIX A

EFFECTIVE 8-24-83, 8-5-84 & 8-4-85

TRANSITION TO NEW WAGE SCHEDULE FROM SUPERSEDED WAGE SCHEDULE

- A. The existing wage schedules for all employees will be increased (by step and zone) effective August 24, 1983.

The guidelines for administering these wage rates are as follows:

1. Employees engaged prior to the effective date of the new wage schedule...
 - a. First, should receive any wage adjustment they normally would have received (on the old schedule) as of their scheduled increase date.
 - b. Should then be placed on the same step of the new schedule as they are on the old (e.g. moved from Step 6 to Step 6).

1983 One-Time Minimum Increase:

A one-time minimum \$2.50 increase will be provided to any current active employee who would receive less than two dollars and fifty cents as the result of the transition to the new wage schedules, effective August 24, 1983. This minimum increase will not apply to employees hired after August 24, 1983.

- c. Employees should then progress on the new schedule in the same manner as on the old schedule, carrying with them the time already accrued on that step. For example, an employee with 4 months on Step 2 (of Wage Schedule 17, Zone 1) would move to Step 2 (Wage Schedule 17, Zone 1) on the new schedule and would progress to Step 3 after the completion of two more months.
 - d. Any (job or tour) differentials should first be subtracted before determining the appropriate wage schedule and step and then should be added after the employee is moved to the new schedule.
2. If an employee is on Sickness Disability Benefits on August 24, 1983, any wage changes will be made effective on the date that the employee returns from absence.
3. An employee hired after August 24, 1983, should be placed on the new schedule by appropriate job, wage classification, zone and wage credit, effective on their date of hire. (See the Wage Administrative Practice.)
4. In no case should any employee's wages be increased to a rate higher than the top rate of the new appropriate wage schedule.

APPENDIX A
CALIFORNIA AND NEVADA

EFFECTIVE 8-24-83

WAGE SCHEDULE 26

<u>Step #</u>	<u>Top Zone</u>	<u>Zone I</u>
1	\$251.50	\$248.50
2	272.50	269.50
3	295.50	292.00
4	320.50	316.50
5	347.50	343.00
6	376.50	371.50
7	408.50	402.50
8	442.50	436.50
9	480.00	473.00
10	520.00	512.50
11	564.00	555.50
<u>Pension Band</u>	120	119

NOTES:

The schedule is applicable in the Wage Zone as designated in the Classification of Exchanges by Zone shown on Page 71 of this Appendix A.

Step # - Time Interval Between Steps - 6 Months

APPENDIX A

CALIFORNIA AND NEVADA CLASSIFICATION OF EXCHANGES BY ZONE

EFFECTIVE 8-24-83

TOP ZONE

Anaheim	Livermore	San Diego
Arrowhead	Los Angeles	San Francisco
Baker	Millbrae	San Jose
Banning	Montebello	San Mateo
Barstow	Mountain View	San Pedro
Blythe	Needles	San Rafael
Canoga Park	Newhall	Santa Ana
Compton	Oceanside	Santa Barbara
Corona	Ontario	Santa Maria
Downey	Oxnard	South San Francisco
East Bay	Palmdale	Sunnyvale
El Centro	Palm Springs	Temucula
El Monte	Palo Alto	Thousand Oaks
Escondido	Pine Valley	Twentynine Palms
Fremont-Newark	Pomona	Van Nuys
Hayward	Poway	Ventura
Inglewood	Redwood City	Victorville
Julian	Riverside	Whittier
Lancaster	San Bernardino	

ZONE I

Auburn	Jackson	Sacramento
Austin, Nev.	Lakeport	Salinas
Bakersfield	Las Vegas, Nev.	San Luis Obispo
Battle Mountain, Nev.	Lodi	Santa Cruz
Beatty, Nev.	Lovelock, Nev.	Santa Rosa
Calistoga	Marysville	Schurz, Nev.
Carson City, Nev.	Merced	Searchlight, Nev.
Chico	Modesto	Sonora
Coalinga	Mojave	South Tahoe
Dunnigan	Monterey	Stockton
Edwards	Napa	Susanville
Elko, Nev.	North Tahoe	Taft
Ely, Nev.	Orovada, Nev.	Tonopah, Nev.
Empire-Gerlach	Oroville	Turlock
Eureka	Overton, Nev.	Ukiah
Fairfield-Suisun	Paso Robles	Vallejo
Fort Bragg	Placerville	Visalia
Fresno	Point Arena	Watsonville
Gardnerville, Nev.	Portola	Weed
Grass Valley	Quincy	Wells, Nev.
Hawthorne, Nev.	Red Bluff	Winnemucca, Nev.
Hanford	Redding	Woodland
Indian Springs, Nev.	Reno, Nev.	

APPENDIX A

On August 5, 1984 and August 4, 1985, basic wage rates will increase by up to 1.5% at maximum plus COLA - Cost-of-Living-Adjustment.

COST-OF-LIVING-ALLOWANCE

1. Effective August 5, 1984, an adjustment will be made in basic weekly rates in each wage schedule. The amount of the adjustment shall be 55¢ plus .65% of the scheduled rates applicable during the first year of the agreement, rounded to the nearest 50¢, for each full percent increase in the U.S. Bureau of Labor Statistics National Consumer Price Index for Urban Wage Earners and Clerical Workers, hereafter called "CPI-W" (1967 = 100), for May 1984 over May 1983. A partial percent increase shall be applied proportionately.
2. Effective August 4, 1985, a second adjustment will be made in basic weekly rates in each wage schedule. The amount of the adjustment shall be 55¢ plus .65% of the scheduled rates applicable during the second year of the agreement, rounded to the nearest 50¢, for each full percent increase in the CPI-W (1967 = 100) for May 1985 over May 1984. A partial percent increase shall be applied proportionately.
3. In no event shall a decrease in the CPI-W result in a reduction of any basic weekly wage rate.
4. In the event the Bureau of Labor Statistics does not issue the appropriate Consumer Price Indexes on or before the dates referred to in Paragraphs 1 or 2, cost-of-living adjustments required by such appropriate indexes shall be effective at the beginning of the first payroll week after receipt of the indexes.
5. 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 1983, May 1984 and May 1985.
6. The cost-of-living adjustments are dependent upon the availability of the CPI-W in its present form and calculated on the same basis as the CPI-W for May 1983. 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 calculated on the same basis as the CPI-W for May 1983, which was 296.3 (1967 = 100).

WAGE ADMINISTRATIVE PRACTICE

AUGUST 1983

A. GENERAL

1. The following definitions will apply to this practice:

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

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

- b. Steps - are a specified number of six month intervals on a schedule. Steps are associated with specific wage rates and currently we have 9 and 11 step schedules.

- c. Elapsed Time - is the time an employee has accumulated or should be credited with on a step.

- d. Total Schedule Time or Wage Experience Credit - is determined by combining the number of months corresponding to the employee's current step, and the elapsed time on that step.

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

- a. When the change of assignment occurs on the same date on which a scheduled increase is due, both increases shall be effective on that date but the scheduled increase shall be considered as preceding any applicable promotional increase.

- b. When the change of assignment is to a schedule in a different wage zone, the employee shall first be placed on the former schedule in the new wage zone with the same total schedule time. Movement to the new schedule will then be according to the rules outlined in Sections B, C, D, or E below.

- c. In no case shall the new wage rate exceed the top rate of the schedule to which the employee is assigned.

- d. In no case shall any employee lose Total Schedule Time or Wage Experience Credit with exception of the limitation STEP FROM MAXIMUM.

B. CHANGES OF ASSIGNMENT TO A HIGHER-RATED SCHEDULE:

1. Compare the rate associated with the employee's step on the lower-rated schedule, including any applicable job differential (excepting a head, senior, daily or clerical relief differential), with the rate associated on the new schedule as determined by allowing the employee full Wage Experience Credit in progression or at maximum on the old wage schedule. The employee shall then be placed on the new wage schedule according to the following rules.
 - a. If the wage rate on the new schedule is equal to or lower than the rate on the lower-rated schedule, the employee shall be placed on the step of the new schedule having the rate nearest to but not less than the employee's existing rate.
 - b. If the rate on the new wage schedule is higher than the rate on the lower-rated schedule, the employee shall be placed on the new schedule allowing full Wage Experience Credit in progression, or at maximum from the old schedule.
 - c. The employee shall be placed on the step of the new wage schedule, as determined by the comparisons made in paragraphs a. and b. preceding, but not to exceed the step down from maximum of the new schedule as listed following paragraph d.
 - d. To determine the time interval to the next progression increase on the schedule to which assigned, credit shall be allowed for the employee's elapsed time on the step of the lower-rated schedule, both in progression or at maximum WITH THE EXCEPTION of any movement involving a limitation on the step from maximum. In such cases, no credit shall be allowed towards the next progression increase.

UPGRADE TO:

(LIMITATION)

STEP FROM MAXIMUM - 12 Months

Advertising Sales Representative
Automotive Equipment Mechanic
Building Specialist
Communications Technician
Communications Technician-Toll
Copy Service Artist
Directory Advertising Representative
Directory Representative
Directory Sales Representative

Inspector Mechanic
Photographer
Production Representative
Splicing Technician
Systems Technician
Telephone Sales Representative
Test Desk Technician
Tool Maintainer

UPGRADE TO:

(LIMITATION)

STEP FROM MAXIMUM - 6 Months

Analyst	Medical Assistant
Apparatus Servicer	Office Assistant
Building Mechanic	Office Staff Assistant
Circuit Assigner	Operations Specialist
Collector	Outside Plant Technician
Commercial Representative	PBX Clerk
Computer Operator	Securities Representative
Dial Office Clerk	Service Analyst
Directory Office Representative	Service Order Analyst
Drafter	Service Representative
Driver	Services Technician
Driver-Light	Special Representative
Engineering Aide	Splicing Technician's Helper
Engineering Assistant	Staff Aide
Engineering Associate	Staff Representative
Estimate Clerk	Supervisor's Assistant
Frame Attendant	Supply Attendant
Garage Mechanic	Supply Service Attendant
Line Assigner	Toll Service Clerk
Maintenance Administrator	Trunk Assigner

(LIMITATION)

STEP FROM MAXIMUM - 0 Months

Building Servicer	Reconciliation Clerk
Cashier	Records Clerk
Central Office Clerical Assistant	Reports Clerk
Central Office Clerk	Reproduction Operator
Communications Operator	Results Clerk
Compilation Clerk	Service Assistant
Customer Clerk	Service Clerk
Dining Service Assistant	Service Evaluator
District Clerk	Service Evaluator-In-Charge
Drafting Clerk	Service Order Reviewer
Elevator Operator	Special Clerk
Facilities Clerk	Specialized Records Clerk
Film Assistant	Staff Clerk
Garage Attendant	Statistical Clerk
Guard	Statistical Typist
House Service Attendant	Stenographer
Keypunch Operator	Supervisor's Clerk
Lounge Attendant	Switching Reports Clerk
Messenger (Motorized)	Switching Service Clerk
Office Clerical Assistant	Tabulating Machine Clerk
Office Clerk	Telephone Aide
Operator	Telephone Receptionist
Operator-In-Charge	Teller
Plant Reports Clerk	Typist
Plant Service Clerk	Typist Clerk (Magnetic Tape)
Processing Clerk	Work Assignment Clerk
Public Telephone Attendant	
Public Telephone Attendant-In-Charge	

EXCEPTIONS TO THE ABOVE LIMITATIONS:

1. Moves from one title to another title having the same 12 months or 6 months limitation shall be at full wage experience credit.
2. Moves between Wage Schedules 25, 26 or 27 shall be at full wage experience credit.
3. Moves between the following titles shall be at full wage experience credit.
 - o Automotive Equipment Mechanic
 - o Building Mechanic
 - o Building Specialist
 - o Collector
 - o Commercial Representative
 - o Copy Service Artist
 - o Drafter
 - o Driver
 - o Driver-Light
 - o Garage Attendant
 - o Inspector Mechanic
 - o Photographer
 - o Supply Attendant
 - o Supply Service Attendant
4. Moves to a higher-rated schedule resulting in a decrease in the employee's wage rate under the procedures outlined in B.,l.,c. above shall be made as follows:
 - a) The employees shall instead be placed on the step of the new schedule having the rate nearest to, but not less than, the existing rate (step from maximum limitations will not apply).
5. Changes of assignment to a previously held title shall be at full wage experience credit.

C. CHANGES OF ASSIGNMENT BETWEEN SCHEDULES WITH THE SAME TOP RATE:

1. Changes of Assignment Between Schedules of the Same Length:

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

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

2. Changes of Assignment from a Shorter to a Longer Wage Schedule:

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

3. Changes of Assignment from a Longer to a Shorter Wage Schedule:

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

D. CHANGES OF ASSIGNMENT TO A LOWER-RATED SCHEDULE:

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

E. CHANGES OF ASSIGNMENT TO OR FROM WAGE SCHEDULE 2 OR WAGE SCHEDULE 22:

1. When an employee is changing assignment either TO Wage Schedule 2 or Wage Schedule 22 the following guidelines shall apply:
 - a. Place the employee on Wage Schedule 16 or Wage Schedule 27 according to the rules outlined in Sections B, C, or D above (moves to higher, equal or lower-rated schedules).
 - b. When the employee is then moved to Wage Schedule 2 or Wage Schedule 22 the employee should be placed on this new schedule by allowing full Wage Experience Credit.
2. When the change of assignment is FROM either Wage Schedule 2 or Wage Schedule 22:
 - a. The employee should first be moved to Wage Schedule 16 or Wage Schedule 27 allowing full Wage Experience Credit on the former schedule.
 - b. The employee should then be placed on new schedule according to the new rules outlined in Sections B, C, or D above.
3. To determine the time interval to the next progression increase on the schedule to which assigned, credit shall be allowed for the employee's elapsed time on the step of the former schedule.

F. RETREATS:

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

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J. W. Hoy
District Staff Manager

Mr. K. W. Springer
Business Manager - Financial Secretary
ORTT Local 1011 (IBEW, AFL-CIO)
1485 Bayshore Boulevard, Box 113
San Francisco, California 94124

Dear Mr. Springer:

This will confirm our understanding of August 23, 1983, with respect to the national accord reached on the Home Mortgage Plan.

A new, non-subsidized market rate mortgage plan for all employees will be offered as an additional Company benefit. This plan, for the time being, will be called the Employee Mortgage Plan. The program will provide all employees with access to the Secondary Mortgage market which has the capability of providing mortgages at a preferential rate.

Initially, the program will provide 30-year and 15-year fixed-rate conventional mortgages. Ultimately, the program will be able to make available a broad spectrum of mortgages such as second mortgages, adjustable rate mortgages and some form of graduated payment mortgage to assist first-time home buyers. There will be no limit on the size of the loan granted, and the size of the loan will vary going up to 95% of the value of the property depending on the amount and the type of the loan. Also, the employee, under this program, will be able to finance one to four family owner, as well as non-owner, occupied housing and second homes.

The Design

The major components of the Plan will be a national syndicate of Bell System Credit Unions, Norwest Mortgage, Inc. (headquartered in Minneapolis, Minnesota) and Salomon Brothers, Inc.

The Bell Credit Unions will provide prospective borrowers with an especially designed application kit and answer any initial questions about forms and rates. The applicant would complete the necessary forms and then provide application information by telephone, through a special "800" number, to a Norwest, Inc., customer service representative.

Norwest will process and underwrite all mortgages and arrange for closings. The heart of the new Plan will be a new computer package enabling Norwest to process many loans simultaneously. Salomon Brothers will advise Norwest on rates and fees on a daily basis and assist in the management of the Plan.

The Benefits

When a person takes out a mortgage, there are five major factors to consider and analyze:

1. Type of Mortgage
2. Mortgage Rate
3. Fees, Discount Points, Prepayment Penalties
4. Closing Costs
5. Convenience and Service

One -- Type of Mortgage

In the Plan, a simplified analysis of the available variety of mortgages will be provided in the application kit. This analysis will identify the pros and cons of the various types of mortgages available to assist the employee in making a choice. Also, counseling services will be offered through the Norwest, Inc., customer service representative.

Two -- Mortgage Rate

Mortgage rates are set by a number of factors: savings flows, geographical custom, competition, types of lenders and accompanying portfolio strategies, market volatility and the secondary mortgage market. The cornerstone of the Plan will be a guaranteed mortgage rate for 45 days from the date of the completed loan application and the receipt of a fee for appraisal and credit check - \$200.

Though Norwest will endeavor to establish the preferential rate in the daily market, it may not always be the lowest. The employee will be advised to check local sources against the Norwest rate.

Three -- Fees, Discount Points, Prepayment Penalties

All these will vary nationally based on local markets and managements. A recent survey indicates that fees and discount points ranged between 2 and 3.4 on an 80% of value loan. Higher ratio-to-value loans often demand a higher fee structure. The Plan hopes to reduce these regional differences and charge a minimal fee that will be consistent with the type of mortgage.

There will be no prepayment penalties for any loan originated through the Plan.

Four -- Closing Costs

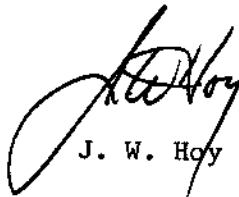
These costs should be analyzed by the borrower in comparing the overall costs of one mortgage versus another. In this area the Plan is intended to be competitive based on an economy of scale which results from representing a large corporate population versus individuals acting alone. The Plan managers will negotiate with a select group of title companies, appraisers and credit bureaus to produce the lowest possible closing cost rate.

The same is true of legal fees in those jurisdictions requiring lawyers to close loans. The Plan managers will discuss this on a case-by-case basis with each Company. Each employee is free to select his or her own lawyer and directly pay the fee involved.

Five -- Convenience and Service

Bell Credit Unions located across the nation combined with the computer system of Norwest, Inc., will provide both convenience in application, underwriting and closing procedures. This, plus the availability of counseling through the entire process, should reduce the personal wear and tear involved in "getting a mortgage." Also, the participating employee will be able to have the monthly mortgage payment payroll-deducted through the Credit Union.

Sincerely,


J. W. Hoy

AGREED:



DATE:

August 23, 1983