# 2016 Labor Agreement

# Communications Workers of America



## and



## 2016

## Labor Agreement

## Communications Workers of America

### and

## AT&T EAST

#### Wage and Working Practices Binder

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#### BASIC CONTRACT between AT&T SERVICES, INC. and AT&T CORP., (HEREINAFTER REFERRED TO INDIVIDUALLY AND COLLECTIVELY AS "AT&T-EAST" OR THE "COMPANY").

and

#### COMMUNICATIONS WORKERS OF AMERICA (CWA)

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#### CONTRACT between AT&T SERVICES, INC. and AT&T CORP., (HEREINAFTER REFERRED TO INDIVIDUALLY AND COLLECTIVELY AS "AT&T-EAST" OR THE "COMPANY").

and

#### COMMUNICATIONS WORKERS OF AMERICA (CWA)

(C) This Contract is entered into, effective this 10<sup>th</sup> day of April, 2016, by and between AT&T Services, Inc. and AT&T Corp., (hereinafter referred to individually and collectively as "AT&T-East" or the "Company") and the Communications Workers of America (CWA), (hereinafter the "Union").

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

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

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

#### **ARTICLE I**

#### PURPOSE

1. The purpose of this Contract is to stipulate those items already fixed by mutual agreement, outline the method of procedure in approaching agreement on controversial questions and to secure prompt and fair disposition of alleged grievances.

2. The Company and the Union agree that every effort possible will be made to reach mutually satisfactory conclusions on controversial matters.

#### ARTICLE II

#### **BARGAINING UNIT EMPLOYEES**

1. The Company and the Union mutually agree that bargaining unit employees shall be those with the job titles listed in Appendix A of this Contract. It is further understood that job classifications set up during the life of this Contract which are not management jobs shall be considered to be included in the bargaining unit.

2. The Company will inform the Union monthly of bargaining unit job titles that have been changed or discontinued and of new job classifications up to and including the first line of management. Such notification will also include a statement of the essential duties of the new jobs, indicating those considered by the Company to be properly management. The final classification of new jobs as management or bargaining unit will be by mutual agreement. The Union will determine the eligibility of employees to membership in the Union.

#### ARTICLE III

#### GENERAL

1. Both parties will arrange to have their respective representatives meet to discuss matters of mutual interest, upon request and reasonable advance notice from either party to the other. Each party shall determine and designate the number and personnel of its own representation.

2. Union Representatives shall have full freedom of speech and action and are hereby guaranteed full protection from discrimination on account of any action taken in good faith in the performance of their duties. No discrimination of any character whatsoever shall be exercised against any employee because of membership in or action on behalf of the Union.

3. The Company will not negotiate as to matters within the provisions of this Contract, with individual employees or groups of employees.

4. Such Company records or true copies thereof as are not deemed confidential shall be furnished promptly to the Union upon request.

#### **ARTICLE IV**

#### WAGE AND WORKING PRACTICES

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

#### ARTICLE V

#### HOURS

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

#### **ARTICLE VI**

#### WAGES

1. Wage maxima, cost-of-living agreement and wage schedules are incorporated herein as Appendix A, Appendix C and Appendix D respectively.

2. New Jobs and/or modifications to existing jobs are incorporated herein by reference; <u>New Job Titles</u>, is incorporated herein as Appendix E.

3. Reduction in the wage of individual employees will not be made except for one or more of the following reasons or conditions:

- a. Transfer to an occupation having a lower maximum;
- b. Transfer to an occupation in which a training period is required in order to qualify for the rate received in the former occupation;
- c. Reduction in the number of hours worked per week;

d. Unsatisfactory performance of duty, unsatisfactory personal conduct or action which can be proven to be detrimental to the interests of the Company.

4. Wage rates under conditions (a) and (b) above will be appropriate to the new assignment, whether the reassignment is caused by failure of the employee to perform satisfactorily in the former assignment, or by request of the employee.

5. When a reassignment results from reduction in work load which is not of short duration, wage rates under conditions (a) and (b) above will be appropriate to the new assignment.

#### (C) <u>ARTICLE VII</u> FORCE ADJUSTMENTS

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

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

When the Company has jobs available to offer to surplused employees and therefore notifies the Union that it <u>does not intend to layoff</u> bargaining unit employees, the Company will proceed as follows:

(1) For the remaining life of the current Contract (April 4, 2020), the Company will offer an <u>Enhanced Voluntary Severance Plan</u><sup>1</sup> (EVSP) to incumbents in the impacted job title within the company-defined entity. The offer may be accepted by incumbents in the impacted job title, in seniority order, up to the number of surplus declared for that job title. The offer will be available for one calendar week, and employees who accept the offer must be off the payroll within 10 weeks from the date of the notification to the Union of the surplus.

(i) During the term of this Agreement, a qualified retirement eligible (Rule of 75 or Modified Rule of 75, whichever is applicable) employee represented under this Agreement may, in lieu of the EVSP payment, elect to retire and receive a pension benefit enhanced by an amount equal to their otherwise applicable EVSP payment. This provision will expire on April 4, 2020.

(2) If at the end of that week a surplus still exists at the job title level within a companydefined entity, the Company will extend an offer of the EVSP to incumbents, in seniority order, in the impacted job title, in other company-defined entities<sup>2</sup>. The offer may be accepted, in seniority order, up to the number of surplus remaining in that job title. The offer will be available for one calendar week, and employees who accept the offer must be off the payroll within 9 weeks from the date of the notification to the Union of the surplus. Incumbents within the "surplused" job title in the company-defined entity will be offered, on a senior volunteer basis, any positions vacated, in their job title, as a result of EVSP. Any

Includes 6 mo.'s continuation of Company contribution to Medical Coverage (as long as employee continues to pay their portion of premium, if appropriate)

Completed Yrs. of NCS	Amount of Lump Sum Payment
	(in weeks of Base Pay)
20 and over	57 weeks
19	46 weeks
18	42 weeks
17	40 weeks
16	38 weeks
15	36 weeks
14	34 weeks
13	32 weeks
12	30 weeks
11	28 weeks
10	26 weeks
9	20 weeks
8	18 weeks
7	16 weeks
6	14 weeks
5	12 weeks
4	8 weeks
3	6 weeks
2	4 weeks
1	2 weeks

Lump Sum Severance Payment as follows:

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

<sup>&</sup>lt;sup>1</sup> Enhanced Voluntary Severance Plan (EVSP) – in effect for remaining life of current Contract (April 4, 2020):

positions remaining vacant (i.e., not selected by incumbents in the surplused job title within the company-defined entity) will be made available to CareerPath.

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

(4) For the remaining life of the current Contract (April 4, 2020), the Company and the Union will jointly sponsor Pre-Test Training Workshops to be offered to surplused employees. The Company will arrange for the bargaining unit employees, who are jointly designated by the Union and the Company as trainers for this workshop, to be released from their normal duties to conduct the workshops. The Company will continue to pay these employees their basic wages. The Union will "train the trainers" and provide the training facilities and associated supplies and equipment needed to conduct these workshops. The Union and the Company will encourage surplused employees to avail themselves of the Pre-Test Training Workshops and once scheduled for a workshop, to fully utilize the services provided to prepare themselves and to take the required test(s) administered by Staffing.

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

(a) "Surplused" Employees will have residency time requirements waived on their current title.

(b) "Surplused" Employees will be offered, on a priority placement basis<sup>5</sup>, in seniority order, all available positions<sup>6</sup> for which they are qualified that are at or below the wage maximum established for the surplused title (lateral or downgrades). Employees must meet all applicable requirements of the position (e.g., must qualify on required tests) in order to be offered re-deployment to the position.

(c) An employee who is offered a position will have 24 hours from the time of offer within which to accept the job offer to any available job. If the employee declines the job offer to any available job, the employee will no longer be eligible for transfer, voluntarily or involuntarily, to another position and will be required to

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

<sup>&</sup>lt;sup>3</sup>"Surplused" Employee is defined as an employee who has been selected, in inverse-seniority order, in the surplused job title within a company-defined entity, as being within the scope of the surplus identified by the Company.

<sup>&</sup>lt;sup>4</sup>Available Jobs – In establishing the list of available jobs, the Company and Union will discuss work being done by Temporary employees and/or contract labor historically and traditionally performed by employees within this bargaining unit. The Company will extend every effort to make some of these positions available as Regular positions to CareerPath and to the available jobs listing for qualified "surplused" employees.

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

accept the EVSP offer and must be off the payroll within 8 weeks from the date of notification to the Union of the initiation of the Involuntary Re-Deployment Process.

(d) An employee's surplus status will be removed once he/she has either accepted a reassignment through this process or accepted a normal transfer.

(e) For "surplused" employees who declined to participate in the EVSP and are unable to meet the basic gualifications of any of the available positions that are at or below the wage maximum established for the surplused title (lateral or downgrades), and for the remaining life of the current Contract (April 4, 2020), the Company will extend a *Guaranteed Job Offer* to those effected employees hired prior to April 8. 2012 excluding employees rehired as a result of recall from a layoff prior to the date of ratification of this Contract. A Guaranteed Job Offer [in effect for the remaining life of the current Contract (April 4, 2020)] will consist of a CWA represented bargaining unit job within any AT&T Affiliate nationwide (excluding Mobility retail or call center) for which the employee is gualified (must meet the basic gualifications, including passing the appropriate tests). The Company will first offer a job in the Force Adjustment Region (FAR) – CT, RI, MA, NY, NJ, NH, VT and ME if such jobs are immediately available. If there are no jobs available in the FAR an available job will be offered Nationwide. Employees accepting a job offer to a bargaining unit other than the one they are in at the time of the offer shall be treated as if they had transferred under the terms and conditions of the National Transfer Plan (NTP) and shall be subject to all applicable receiving company practices, policies, collective bargaining agreement provisions and benefit plan eligibility rules. An employee who is offered a Guaranteed Job Offer will have 24 hours from the time of offer within which to accept the position. If the employee declines the position, the employee will no longer be eligible for *Guaranteed Job* Offer or transfer, voluntarily or involuntarily, to another position and will be required to accept the EVSP offer and must be off the payroll within 8 weeks from the date of notification to the Union of the initiation of the Involuntary Re-Deployment Process.

(f) Employees who have been re-deployed through this process and have been re-deployed into a position in Appendix A with a wage maximum below that of their surplused title will have their wages treated in accordance with the Wage & Working Practices, General Section, Paragraph 3.12. Wage treatment in accordance with Paragraph 3.12 will cease if pursuant to a subsequent surplus declaration the employee selects a position under Article VII paragraph 1.h, however the employee will receive transition pay as appropriate.

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

- (1) they accept another position through the CareerPath; or
- (2) a.) Three (3) years from the effective date of their re-deployment for employees with ten (10) or more years or

b.) for employees with less than ten (10) years of service on the effective date of their re-deployment, the lesser of three (3) years from the effective date of their re-deployment or the period of time between the effective date of their re-deployment and the expiration date of the 2016 Labor Agreements (April 4, 2020).

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

(i) There will be no retreat back to the surplused position within the normal sixmonth retreat period.

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

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

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

(m) All employees re-deployed under the Involuntary Re-Deployment Process to a position listed in Appendix A of this Agreement, will have priority placement in CareerPath for one (1) year.

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

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

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

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

- (2) Employees declared surplus (not yet placed).
- (3) Employees in the MIT Program.
- (4) Normal transfer requests.

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

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

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

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

e. The Company will initiate a voluntary re-deployment process to last a minimum of fifteen (15) days. This process will be available to all incumbents in surplused <u>Titles</u>. This process will make open positions<sup>7</sup> available to qualified employees identified for surplus on a seniority basis. Employees accepting positions in this voluntary re-deployment process will not have "retreat" rights to their original title. The Company will terminate any Temporary employees or Contract Labor performing the work of bargaining unit employees in the impacted "pool".

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

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

<sup>&</sup>lt;sup>7<sup>u</sup>Open Positions<sup>\*</sup>: any positions available in CareerPath will be closed to normal CareerPath candidates in order to be made available to either the Voluntary Re-deployment process or to employees designated for layoff.</sup>

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

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

Based upon the "pools' agreed upon in paragraph (b) above, surplused titles will be i. grouped with other titles in the same EEO Job Group and all incumbents on titles within the "pool" will be arranged in seniority order. The Company, if appropriate, will identify employees to be retained and then in inverse seniority order within the "pool" designate employees for layoff to the extent necessary to relieve the surplus condition. Within each "pool" more junior employees in the surplus titles will be offered, in seniority order, the positions of the most junior (non-retained) employees slated for layoff from the "pool". Employees selecting positions of more junior employees in the "pool" must meet Basic Qualifications of the position selected. If the position selected is at a lower rate of pay than that of the employee's current position, the employee's pay will be reduced to the new rate at the time of transfer; however, the employee will continue to receive a supplemental partial payment of their severance pay ("Transition Pay"), to maintain their former rate of pay, for a period of time equivalent to the number of weeks called for in the layoff payment table based upon their completed years of net credited service. Residency time requirements on the new title for employees selecting positions in this process will be waived until the employee transfers to a subsequent position. Employees selecting positions in this process will have "buyback" rights<sup>8</sup> to their original title should a vacancy arise in that title within the Company-defined entity from which they were originally declared surplus.

j. Employees electing not to select a position of a more junior employee in the "pool", may alternatively accept the provisions of the voluntary exit incentive program in effect at the time. If, at the conclusion of the above steps, further force adjustments are deemed necessary by the Company, the employees designated for layoff will be given a last voluntary opportunity to select from available open positions<sup>9</sup> or accept the provisions of the voluntary exit incentive program in effect at the time. The Company will then initiate layoffs for all remaining identified employees.

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

<sup>8&</sup>quot;Buyback Rights" - All employees surplused in the "layoff" process and who "bump" into a position which has been designated for layoff will have priority placement in CareerPath.

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

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

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

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

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

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

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

(2) Select from remaining Temporary applicants.

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

- (a) Each such employee's service at the time of layoff exceeds one (1) year and
- (b) The period of layoff does not exceed:

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

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

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

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

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

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

5. Layoff Payments

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

Completed Years of Net Credited Service Amount of Payment

1	2 wks
2	3 wks
3	4 wks
4	5 wks
5	7 wks
6	9 wks
7	11 wks
8	13 wks
9	15 wks
10	17 wks
11	20 wks
12	23 wks
13	26 wks
14	29 wks
15	32 wks
16	35 wks
17	38 wks
18	41 wks
19	44 wks
20	48 wks
21 & over	57 wks

(b) During the term of this Agreement, a qualified retirement eligible (Rule of 75 or Modified Rule of 75, whichever is applicable) employee represented under this Agreement may, in lieu of the layoff payment, elect to retire and receive a pension benefit enhanced by an amount equal to their otherwise applicable layoff payment. This provision will expire on April 4, 2020.

NOTE: Except as otherwise specified below and in the absence of a replacement negotiated voluntary exit incentive program, a regular employee with one or more years of continuous service since the latest date of engagement or re-engagement who <u>voluntarily</u> elects to leave the Company under the provisions of this article, shall receive a payment for each completed year of net credited service as noted in the above table, except the following maximum benefit amounts (i.e., voluntary exit incentive program) shall apply:

- If the participant's basic bi-weekly wage rate is \$2,289.69 (effective July 6, 2017)\* or less, his/her maximum benefit shall be \$28,000.

- If the participant's basic bi-weekly rate is greater than \$2,289.69 (effective July 6, 2017)\*, his/her maximum benefit shall be \$30,000.

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

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

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

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

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

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

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

#### ARTICLE VIII

#### (Reserved for Future Use)

#### ARTICLE IX

#### **REINSTATEMENT OF EMPLOYEE VETERANS**

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

(a) Application for reinstatement is made within ninety (90) days after release from military service, or from hospitalization continuing after discharge for a period of not more than (1) year;

(b) Military service has been satisfactorily completed as indicated by discharge papers;

(c) They are still qualified to perform the duties of such positions;

(d) When employees are unable immediately to return to work because of disability they will be reinstated as of the date of discharge from military service and will be eligible to sickness benefits in accordance with their net credited service.

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

#### ARTICLE X

#### TRANSFERS AND PROMOTIONS

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

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

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

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

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

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

#### **ARTICLE XI**

#### DISMISSALS AND PENALTIES

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

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

#### ARTICLE XII

#### UNION REPRESENTATION

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

#### ARTICLE XIII

#### GRIEVANCES

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

#### **GRIEVANCE PROCEDURE**

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

Local Resolution				
Chief Steward or Designee Steward	Chairperson	2 <sup>nd</sup> Level Management (Department) 1 <sup>st</sup> Level Management		
If not settled then the following parties shall meet within 10 working days of the Union's request for department resolution.				
Department Resolution				
Department V.P. or Designee Business Agent Chief Steward	Chairperson	Director (Department) 2 <sup>nd</sup> Level Manager (Department) Labor Relations Representative		
If not settled then the following pa	arties shall meet with for Corporate resc	in 10 working days of the Union's request lution.		
	Corporate Res	solution		
CWA International Staff Rep. or Designee Departmental VP	Chairperson	AVP Labor Relations or Designee Director – (Labor Relations) or Designee		

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

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

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

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

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

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

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

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

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

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

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

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

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

Such report shall include:

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

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

#### **ARTICLE XIV**

#### JOINT CONFERENCES

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

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

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

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

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

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

#### ARTICLE XV

#### COLLECTION OF DUES

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

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

#### ARTICLE XVI

#### AGENCY SHOP

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

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

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

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

#### ARTICLE XVII

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

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

#### **ARTICLE XVIII**

#### **UNION ACTIVITIES**

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

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

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

- 4. Union meetings shall not be held on Company property.
- (C) 5. When computing hours of service to determine eligibility under the Family Medical Leave Act (FMLA), the Company will include Union Activity time not paid by the Company, covered under Article XVIII of the Collective Bargaining Agreement, in determining if an employee meets FMLA's minimum hours of service requirement.

#### ARTICLE XIX

#### FEDERAL OR STATE LAWS

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

#### **ARTICLE XX**

#### AMENDMENT

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

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

#### ARTICLE XXI

#### ARBITRATION

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

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

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

date of the submission of the matter to arbitration shall govern all arbitration proceedings.

- b. After the appointment of this committee, hearings shall be started and carried to conclusion as expeditiously as possible.
- c. The decision of the majority of this Arbitration Committee shall be final and the Union and the Company agree to abide by such decision.

2. The compensation and expenses of the Union and the Company appointees shall be borne by the respective organizations choosing them while those of the Chairman and the general expenses of the arbitration shall be borne by the Union and the Company equally.

3. Whenever the Union notifies the Company in writing of its election to arbitrate a grievance, and in the same writing also states (1) The election to arbitrate is involved in the Union's internal appeals process, and (2) that the notice of elections to arbitrate is therefore being given solely to preserve the Union's right to arbitrate in the event the appeal is upheld, the parties agree that the running of the 60 day time limit shall be frozen as of the date the Company receives such notice.

4. With respect to any grievance as to which notice is given to the Company in accordance with the terms of Section 3 above, the Union shall notify the Company promptly in writing of the outcome of its internal appeal process and at the same time:

- a. If the appeal is upheld, the Union shall also notify the Company of its intent to proceed to arbitration and the running of the 60 day time limit in Section 1, paragraph a. shall resume as of the date upon which the CWA Staff Representative receives notice that the appeal is upheld. Under no circumstance will the Union notify the Company of its intention to proceed to arbitration more than 14 months after the denial of the Step 3 notice.
- b. If the appeal is denied, the Union shall also notify the Company of its withdrawal of its previous notice to arbitrate the subject grievance.

#### **ARTICLE XXII**

#### (Reserved for Future Use)

#### ARTICLE XXIII

#### NON-DISCRIMINATION CLAUSE

1. In a desire to restate their respective policies neither the Company nor the Union shall unlawfully discriminate against any employee on the basis of race, color, religion, sex, age, sexual orientation, gender identity, disability, genetic information, marital status, citizenship status, military status, veteran status or any other status protected by applicable federal, state or local law.

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#### ARTICLE XXIV

#### (Reserved for Future Use)

#### **ARTICLE XXV**

#### (Reserved for Future Use)

#### **ARTICLE XXVI**

#### (Reserved for Future Use)

#### **ARTICLE XXVII**

#### **MISCELLANEOUS**

1. The Union may use space on Company bulletin boards for posting notices and bulletins in consideration of an annual rental rate mutually agreeable.

2. The Company will furnish the Union office bi-weekly with a list of employees engaged, transferred and released during each week. The Union will reimburse the Company for the cost of this service.

3. The Company will regularly furnish the Union office with copies of the following:

- a. Wage and Working Practices
- b. Wage Maxima Sheets
- c. Wage Progression Schedules
- d. Job Descriptions
- e. Transfer Practices

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

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#### **ARTICLE XXVIII**

#### DURATION AND BASIS OF REOPENING

1. This Contract shall commence and be binding upon the parties hereto from the 10<sup>th</sup> day of April, 2016, and shall continue in force and effect until 11:59 PM on April 4, 2020.

If not terminated on said 4<sup>th</sup> day of April, 2020, by either party giving sixty (60) days prior notice in writing of its election to so terminate, it shall be a continuing Contract until terminated by similar sixty (60) days notice from one party to the other. Subject only to the provisions of any applicable law, it is mutually agreed that after April 4, 2020, either party on reasonable notice to the other may reopen negotiations on matters covered by this Contract.

2. This Contract supersedes and revokes a prior Contract dated April 8, 2012, and constitutes the full and complete agreement between the Company and the Union on all bargainable issues and neither party shall be required to negotiate or bargain upon any issue until after April 4, 2020.

AT&T EAST

By: /s/John A. Andrasik Director – Labor Relations – AT&T Services

COMMUNICATIONS WORKERS OF AMERICA

By: /s/Tonya Moore CWA International Staff Representative

By: /s/Dave Weidlich CWA Local 1298

#### SUPPLEMENTAL AGREEMENTS

#### SUPPLEMENTAL AGREEMENTS BETWEEN THE COMPANY AND THE UNION TABLE OF CONTENTS

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# SUPPLEMENTAL AGREEMENTS BETWEEN THE COMPANY AND THE UNION

### SUCCESS SHARING PLAN

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

#### A. Plan Components

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1. Success Units

Employees will be awarded 150 success units at the beginning of each award year (October 3, 2016, October 2, 2017, October 1, 2018 and October 1, 2019). Those success units will only be valid for that award year and will not carryover to the next award year. A success unit is only used as a multiplier in the payout calculation and is not a share of stock nor does it have any other value.

#### 2. Determining Award Value

Award Year	Beginning Award Value	Ending Award Value
2017	October 3, 2016 closing AT&T	September 29, 2017
(October 3, 2016 to	stock price	closing AT&T stock price
September 29, 2017)		
2018	October 2, 2017 closing AT&T	September 28, 2018
(October 2, 2017 to	stock price	closing AT&T stock price
September 28, 2018)		
2019	October 1, 2018 closing AT&T	September 30, 2019
(October 1, 2018 to	stock price	closing AT&T stock price
September 30, 2019)		
2020	October 1, 2019 closing AT&T	September 30, 2020
(October 1, 2019 to	stock price	closing AT&T stock price
September 30, 2020	-	

The stock price used in establishing the award value will be the closing AT&T stock price on the New York Stock Exchange.

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

3. Determining Dividend Rate Value

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

4. Payout

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

#### **Stock Appreciation Value:**

Beginning award value – October 3, 2016 closing AT&T stock price \$37.00

Ending award value – September 29, 2017 closing AT&T stock price \$42.00

Payout - \$42 - \$37 = \$5 x 150 success units = \$750.00

#### **Dividend Rate Value:**

December 31, 2016 dividend	\$.48
March 31, 2017 dividend	\$.48
June 30, 2017 dividend	\$.48
September 29, 2017 dividend	\$.48
Total Dividend	\$1.92

Payout - \$1.92 x 150 success units = \$288.00

#### **Total Payout**

\$750.00 stock appreciation value + \$288.00 dividend rate value = \$1,038.00

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

#### B. Eligibility

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

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

#### C. Part-Time Employees

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

#### D. Benefits Treatment

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

- Medical
- Life Insurance
- Pension
- Savings Plan

#### E. Taxes, Personal Allotments

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

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

#### F. Dispute Resolution

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

# (C) <u>COMMITMENT OF EMPLOYMENT SECURITY</u>

#### Introduction:

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

#### Employment Security Commitment:

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

- has informed the Union of the necessity for force adjustments and

- has begun the implementation of the provisions in Article VII of the Basic Contract and

- has concluded the voluntary re-deployment process outlined in Paragraph 1e. of Article VII and

- has provided the Union with formal written notification as to the necessity for further force adjustments and its intent to introduce layoffs no earlier than fifteen (15) days from the date of notification as outlined in Paragraph 1f. of Article VII (the "force disposition date"):

1. The Company commits prior to an employee being laid off who is on payroll on or before April 8, 2012, excluding employees rehired as a result of recall from a layoff prior to the date of ratification of this Contract, will be provided a Guaranteed Job Offer.

2. Any eligible regular employee who, after the ratification date of this Agreement, has been designated for layoff pursuant to Article VII, Paragraph 1i., shall, prior to involuntary layoff, be offered a CWA represented bargaining unit job for which he/she is qualified within any AT&T Affiliate nationwide (except Mobility retail or call center).

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

a. The Guaranteed Job Offers will be extended:

1. First within the Force Adjustment Region (FAR) which is comprised of the states of CT, RI, MA, NY, NJ, NH, VT and ME, if a position is available.

2. If no position is available within the FAR, an available position will be offered Nationwide.

b. Employees who have been designated for layoff must be qualified or become so qualified, by meeting the basic qualifications, including passing the appropriate tests, for the Guaranteed Job Offer positions. Employees hired on or after July 1, 2004 and prior to April 8, 2012 must also be satisfactory in attendance and performance to receive any benefits under this Agreement. Employees who refuse to test will be considered as declining the Guaranteed Job Offer.

c. Beginning on the sixteenth (16th) day after surplus notification (or on the day following the anticipated force disposition date) the employees who have been designated for layoff will be offered a job in seniority order (most senior first).

d. An employee to whom a Guaranteed Job Offer has been made has twenty-four (24) hours to make the decision to accept or decline a Guaranteed Job Offer.

e. Employees accepting a job offer outside their current bargaining unit shall be treated as if they had been transferred under the terms and conditions of the National Transfer Plan (NTP) and shall be subject to all applicable receiving company practices, policies, collective bargaining agreement provisions and benefit plan eligibility standards related to or affected by Net Credited Service.

f. Rejection of a Guaranteed Job Offer voids this Employment Security Commitment, and shall be considered an election by the employee to terminate employment with Layoff Payments as outlined in Paragraph 5 of Article VII.

4. The force surplus conditions contemplated and dealt with in this Commitment are those which occur in the normal course of business for reasons including technological change, etc. The Company retains the right, however, to suspend or cancel at any time the application of this Commitment when a force surplus is declared because of any change or fluctuation in economic or business conditions as determined by the Company. The Company shall not suspend or cancel the application of this commitment for the life of the 2016 contract.

5. Wage treatment, including "Transition Pay" treatment, will be administered to eligible employees who accept or receive jobs in Appendix A under the provisions of this Commitment in accordance with Paragraph 1i. of Article VII.

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

This Agreement shall become effective with ratification of the 2016 Contract and apply to surpluses declared on or after that date. All provisions of this Agreement shall expire and will not apply to force surplus declarations occurring on or after 11:59 p.m. on April 4, 2020. All provisions of this Agreement shall be subject to the grievance procedures set forth in Article XIII, Grievances, of the Basic Contract, and any grievance shall initially be filed at the third step with Labor Relations.

### PRE-TEST TRAINING WORKSHOPS

For the remaining life of the Current Contract (April 4, 2020), the Company and the Union will jointly sponsor *Pre-Test Training Workshops* to be offered to employees in the <u>Medically Initiated Transfer</u> (MIT) Process. As part of this joint sponsorship, the Company will treat the time of the Union trainers delivering the *Pre-Test Training Workshops* and the time of MIT candidates attending the workshops as Company-paid. The Union will provide facilities and materials as well as trainers to deliver the *Pre-Test Training Workshops*.

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

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# FAMILY CARE COMMITTEE

The Family Care Committee will consist of a proportionate number of management and bargaining unit employees. The Family Care Committee will address family care issues in the workplace and develop ways to help employees resolve some of the problems they may encounter. In an effort to help employees meet family and work commitments, the committee will focus on such areas as childcare, eldercare and education loans. Other programs may be initiated as the need arises. The only Family Care Funding will be forty-five thousand dollars (\$45,000) which may be expended during the term of the Contract. The Joint Family Care Committee will continue to administer the Fund. The Family Care Committee and any remaining funds will expire at 11:59 PM on April 4, 2020.

Any programs presented by or through the Family Care Committee that are conducted on Company premises are subject to all Company policies and practices including but not limited to AT&T Operating Practice 140.



William H. Porter Vice President Labor Relations

310 Orange Street 5<sup>th</sup> Floor New Haven, CT 06510

Phone 203.771.5242

December 17, 2000

Mr. Dennis Trainor International Staff Representative CWA 193 State Street North Haven, CT 06473 Mr. Paul J. Hongo, Jr. President CWA Local 1298 3055 Dixwell Avenue Hamden, CT 06518

Dear Dennis and Paul:

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

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

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

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

Sincerely,

William H. Porter

(C)

# MEMORANDUM OF AGREEMENT NATIONAL TRANSFER PLAN (NTP)

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

#### IMF:

- Eligible employees will receive priority placement before external hires after regional contract processes for any bargaining unit job for which they qualify. The qualification criteria utilized will be the same qualification criteria utilized for the regional contractual processes.
- 2. In situations where there are equally qualified employees eligible and interested in the same position at the receiving Company, eligible employees will be offered the position in order of seniority. If needed, the tie breaker for employees with the same seniority will be the last four digits of their social security number with the higher number being the more senior.
- 3. When a bargained-for employee moves among bargaining units of the Company covered by this Memorandum of Agreement treatment of vacation time, the Designated Holiday (DH), Floating Holidays (FHs), and Excused Work Days (EWDs) or their equivalent (covered time) will be treated as follows:
  - A covered employee will be eligible for covered time for the current vacation year at the new entity based on the existing labor agreements at that entity. Any covered time already taken at the former entity will be deducted from equivalent covered time for which the employee is eligible at the new entity; the remaining covered time will be scheduled at the new entity subject to needs of the business.
  - Covered time carried over from the prior vacation year must be disposed of, i.e., paid in lieu of or taken at the former entity.
  - In no case will an employee's movement from one entity to another result in the double payment for covered time.
- 4. Employees who have held the Premises/Wire Technician job title, or any job title in an agreement or appendix to an agreement that provides for the terms and conditions of employment for Premises/Wire Technicians ("Premises/Wire Technician Agreements"), are eligible for IMF, but shall be treated as provided in this paragraph. Any employee who has ever held a position in a Premises/Wire Technician Agreement will be treated by any receiving company that is party to this IMF agreement and that

also is party to a Premises/Wire Technician Agreement as if they were received from their own Premises/Wire Technician Agreement for all purposes. If the receiving company does not have a Premises/Wire Technician Agreement, then employees transferring to that company shall receive the benefits applicable to other bargained-for employees with similar service in the receiving company, except for pension and post-retirement medical and dental benefits; instead, 1) such employees shall participate in the Bargained Cash Balance Program 2 and 2) if such employee meets the eligibility requirements for post-retirement benefits upon termination, the former employee will pay contributions equal to 50% of the total cost of coverage for post-retirement medical and dental coverage if the former employee is not Medicare eligible and will not be eligible for medical or dental post-retirement coverage if Medicare eligible.

- 5. Employees selected to fill openings in accordance with terms outlined above, will have their Term of Employment (TOE, which was previously known as Net Credited Service or NCS) or Seniority at the departing company recognized by the receiving Company's pension plan or program, subject to the receiving Company's service bridging rules. However where pensions are applicable, the TOE or Seniority will be recognized by the receiving company's pension program only for vesting. participation and eligibility service purposes, but not pension credit or accrual purposes. Further, the service performed at the receiving company will be counted in the departing company's pension plan or program, but only for vesting, participation and eligibility purposes (not for pension credit purposes). In no event will a period of service count as pension credit or accrual service in more than one AT&T pension plan or program (in other words, no double counting of service for pension credit or accrual purposes).
- 6. Unless expressly provided to the contrary by the Benefits Agreement in the Core Collective Bargaining Agreement, employees transferring to companies under this Agreement will receive active benefits and any post-retirement benefits under the benefit plans or programs and subject to the terms of the contractual Benefits provisions of the receiving company.

#### CSE:

- Surplus employees who express interest in available positions in participating companies will receive priority placement before external hires after regional contract processes for any bargaining unit job for which he/she qualifies. The qualification criteria utilized will be the same qualification criteria utilized for the regional contractual processes.
- Employees who are declared surplus and subsequently involuntarily laid off who express interest in available positions in participating companies will receive priority placement before external hires after regional contract processes for any bargaining unit job for which he/she qualifies for a period of twelve (12) months following their involuntary lay off. The

qualification criteria utilized will be the same qualification criteria utilized for the regional contractual processes.

- 3. In situations where there are equally qualified employees eligible and interested in the same position at the receiving Company, eligible employees will be offered the position in order of seniority. If needed, the tie breaker for employees with the same seniority will be the last four digits of their social security number with the higher number being the more senior.
- Any CWA-represented regular employee covered by a CWA Labor 4. Agreement held by a participating company whose work is moving from that company to another participating company may be offered the opportunity to follow their work. Such offer will be subject to the need for additional employees at the receiving Company and all applicable qualifications and selection criteria at the receiving Company. Employees who select this option in lieu of any severance payment and who are placed at and report to, the receiving Company, will receive payment for Relocation Allowance per the applicable terms and conditions of the collective bargaining agreement at their former Company. This Relocation Allowance will be paid when 1) the employee relocates his/her home residence as a result of following the work: and 2) the employee's new place of reporting is fifty (50) miles or greater road miles by the most direct route farther from their residence than was the old report location.
- 5. Any CWA-represented regular employee covered by a CWA Labor Agreement held by a participating company who becomes surplus and is offered a job, through the CSE process, in another participating company, will receive payment for Relocation Allowance per the applicable terms and conditions of the collective bargaining agreement at their former Company. Employees who accept a job offer in lieu of any severance payment and who are placed at and report to, the new location will receive payment for this Relocation Allowance when 1) the employee relocates his/her home residence; and 2) the employee's new place of reporting is fifty (50) miles or greater road miles by the most direct route farther from their residence than was the old report location.
- 6. When a bargained-for employee moves to another bargaining unit of the Company covered by this Memorandum of Agreement treatment of vacation time, the Designated Holiday (DH), Floating Holidays (FHs), and Excused Work Days (EWDs) or their equivalent (covered time) will be treated as follows:
  - A covered employee will be eligible for covered time for the current vacation year at the new entity based on the existing labor agreements at that entity. Any covered time already taken at the former entity will be deducted from equivalent covered time for which the employee is eligible at the new entity; the remaining covered time will be scheduled at the new entity subject to needs of the business.

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

#### Order of Consideration:

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

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

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

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

FOR THE UNION:

FOR THE COMPANY:

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

/s/Tonya Moore

By:

/s/John A. Andrasik

#### ATTACHMENT A CURRENT PARTICIPATING COMPANIES COVERED BY INTERSUBSIDIARY MOVEMENT

Ameritech Services. Inc. AT&T Billing Southeast, LLC AT&T Corp. AT&T Mobility, LLC AT&T Mobility Puerto Rico Inc. AT&T Services, Inc. BellSouth Communication Systems, LLC BellSouth Telecommunications, LLC Illinois Bell Telephone Company Indiana Bell Telephone Company, Incorporated Michigan Bell Telephone Company Nevada Bell Telephone Company The Ohio Bell Telephone Company Pacific Bell Telephone Company SBC Global Services, Inc. (Midwest, West Region) Southwestern Bell Telephone Company Teleport Communications America, LLC Wisconsin Bell Inc.

#### ATTACHMENT B CURRENT PARTICIPATING COMPANIES COVERED BY CWA SURPLUS EXCHANGE

Ameritech Services, Inc. AT&T Billing Southeast, LLC AT&T Corp. AT&T Mobility, LLC AT&T Mobility Puerto Rico Inc. AT&T Services, Inc. BellSouth Communication Systems, LLC BellSouth Telecommunications, LLC Illinois Bell Telephone Company Indiana Bell Telephone Company, Incorporated Michigan Bell Telephone Company Nevada Bell Telephone Company The Ohio Bell Telephone Company Pacific Bell Telephone Company SBC Global Services, Inc. (Midwest, West Region) Southwestern Bell Telephone Company Teleport Communications America, LLC Wisconsin Bell Inc.

# PRESIDENTIAL COUNCIL

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

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

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

# MEMORANDUM OF AGREEMENT REGARDING NEUTRALITY AND CARD CHECK RECOGNITION

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

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

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

#### 2. Applicability.

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

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

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

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

(e).The Company agrees that, for future divisions, subsidiaries or operating units that are not wholly owned, it will, at the request of the Union,

discuss with the other owners the extension of this agreement to such divisions, subsidiaries, or operating units.

#### 3. Card Check Recognition Procedure.

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

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

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

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

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

(e). For the purposes of determining the number of employees that constitute a majority of the bargaining unit, the employee population will be composed of only those employees employed in the bargaining unit on the earliest date which appears on the cards presented to the AAA. The cards so presented must be dated within sixty (60) days of each other, but no earlier than the date of

execution of this Agreement, and each card so presented must contain at least the language set forth in Attachment 1 hereto. The Company shall provide the AAA all employees, job titles and other information required for the AAA to verify the existence of more than 50% of employee authorizations as provided for in this Agreement.

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

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

#### 4. Neutrality.

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

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

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

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

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

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

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

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

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

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

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

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

(a) the transfer of non-management work from any Union bargaining unit to any other entity of the Company or of any subsidiary of AT&T Inc., or

(b) the elimination of bargaining unit work while new jobs are created in any other entity of the Company or any subsidiary of AT&T Inc.,

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

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

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

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

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

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

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

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

#### COMMUNICATIONS WORKER AT&T OF AMERICA

Dennis J. Trainor

Date: August 18, 2010

BV: Kown Suptan

Date: August 18, 2010

# ATTACHMENT 1 TO MEMORANDUM OF AGREEMENT REGARDING CARD CHECK RECOGNITION

Communications Workers of America, AFL-CIO

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

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

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

### CWA Nett

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

#### Health Care Benefit Committee

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

# TEAM-BASED INCENTIVE PLAN

From time to time, the Company may implement team-based incentive pay linked to service, productivity and/or other business-related standards set by departments up to ten (10%) percent of annual basic wage rates. These non-benefit affecting payments may be paid monthly, quarterly, semi-annually or annually. Teams shall be at director level or manager level. The director or manager, as appropriate, will meet with the local Union official(s) to solicit input and review the details of any team-based incentive pay plan prior to its implementation. Neither this provision nor any team-based incentive pay plan will be subject to the grievance and arbitration procedures.

(C)

# UNION ASSISTANCE PROGRAM (UAP)

The Company and the Union agree to bargain over a compensation agreement should the need arise, to fill a CWA Local 1298 UAP position by a bargained employee under this Contract.

# NOTES

# **APPENDIX A**

# **APPENDIX A**

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DEPARTMENT/JOB TITLE	JOB CODE	EEO	SAL GRADE	BI-WKLY SCHED HRS	RESID.	DEPT.
BUSINESS SOLUTIONS – GLOBAL SOLUTIONS						
GENERAL OFFICE ASSOCIATE	18000720	E17	VS	75	16 Mo's	(1)
AT&T ENTERTAINMENT GROUP						
COMPUTER REPORTS ADMIN	18000350	E16	VI	75	16 Mo's	(1)
GENERAL OFFICE ASSOCIATE	18000720	E17	VS	75	16 Mo's	(1)
TECHNOLOGY DEVELOPMENT						
COMPUTER SYSTEMS SPECIALIST	18000355	E16	VM	75	28 Mo's	(1)
NETWORK SERVICES TECHNOLOGY						
OPERATIONS	40000005	<b>F</b> 40	VO	75	40 14.1	(0)
CONSTRUCTION OFC ADMIN CUSTOMER SVCS TECHNICIAN	18000365 18000405	E16 F08	XG WN	75 80	16 Mo's 28 Mo's	(2)
GENERAL OFFICE ASSOCIATE	18000405	E17	VIN VS	80 75	20 MOS 16 Mo's	(2) (1)
MAINTENANCE ADMINISTRATOR	18000800	E16	ZE	80	28 Mo's	(1)
NETWORK ADMIN ASSOCIATE	18000875	E16	XI	75	28 Mo's	(1)
NETWORK DELIVERY TECHNICIAN	18000881	F10	WN	80	28 Mo's	(2)
NETWORK TECH-ELECTRONIC	18000895	F08	WN	80	28 Mo's	(2)
NETWORK TRANSLATOR	18000915	E16	XH	75	28 Mo's	(1)
OUTSIDE PLANT TECHNICIAN	18000955	F10	ZC	80	28 Mo's	(2)
SERVICE CONSULTANT	18001205	D14	VN	75	28 Mo's	(2)
TECH ANALYST-NOC	18001370	C12	WO	80	28 Mo's	(2)
PURCHASING & LOGISTICS						
LOGISTICS ACTIVITIES ANALYST-PIE	18000770	E16	VI	75	16 Mo's	(1)
REAL ESTATE						
ENGRNG ASST-BLDG & REAL ESTATE	18000542	C12	VM	75	28 Mo's	(1)

(1) Headquarters
 (2) Plant, Switch Syst, Supp Svcs

# **APPENDIX B**

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# DEPARTMENTAL SECTION

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# **GENERAL - All Departments**

# 1. DEFINITIONS

#### 1.01 Employee

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

 Currently employed and classified on the AT&T payroll system as a regular fulltime or part-time employee;

- (b) Currently employed as a Temporary employee (full or part-time);
- (c) On vacation or other approved absence with or without pay, or

(d) Absent on account of illness or injury under either the Employees' Benefit Plan or other approved basis.

This definition shall not include:

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

#### 1.02 Regular Employee

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

#### 1.03 Reserved for Future Use.

#### 1.04 Part-Time Employee

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

# CLASSIFICATION AND TREATMENT OF PART-TIME EMPLOYEES

1. Except for payment for overtime hours worked, all hours worked by a part-time employee in Customer Service Centers, Bell Phone Booths (Kiosks), DM/DR (Direct Marketing/Direct Response) Centers and any equivalent retail sales or service centers operation, and any employee who is transferred to or employed by any new unregulated subsidiary or affiliated entity shall be paid at the equivalent basic hourly rate for a comparable full-time employee working a normal daily tour in the same job title, classification, and work group. Payment to a part-time employee for hours worked in excess of an equivalent normal daily tour or work week for a comparable full-time employee shall be at the applicable overtime rate for a comparable full-time employee based on such part-time employee's basic hourly rate. Any regular employee who is on the active payroll of the Company as of December 31, 1980, and continuously thereafter, and who works part-time on or after January 1, 1981, shall thereafter continue, during the current term of employment, to be paid on the same basis as was applicable to such a part-time employee on December 31, 1980.

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

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

For employees, who are hired on or after January 1, 1981, and who work as regular 4. part-time employees, payments to a regular part-time employee for sickness benefits. accident benefits, or death benefits under the "SNET Pension Plan" and "Sickness and Accident Benefit Plan", vacations, holidays, anticipated illness leave, sickness absence (not under the "Sickness and Accident Benefit Plan"). or termination allowance (or its equivalent) shall be pro-rated based on the relationship of the individual part-time employee's "part-time equivalent work week" to the normal work week of a comparable full-time employee in the same job title, classification and work group. A part-time employee shall not be paid for absence due to sickness (not under the "Sickness and Accident Benefit Plan") unless such absence due to sickness occurs on a day of the week on which the employee is normally scheduled to work. Regular employees who are on the active payroll of the Company as of December 31, 1980, and continuously thereafter, and who work part-time on or after January 1, 1981 shall thereafter continue, during the current term of employment, to receive payments for the benefits and other items, except holidays, listed above on the same basis as was applicable to a part-time employee on December 31, 1980. (For holiday pay treatment see Departmental Section 4.)

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

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

(b) Employees whose part-time equivalent work week classification is seventeen (17) through twenty-four (24) hours shall be eligible by enrollment and payment of 50% of the premiums for such coverage;

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

(d) Regular employees who are on the active payroll of the Company as of December 31, 1980, and continuously thereafter shall continue to be eligible for such coverage on the same basis as a regular full-time employee regardless of classification.

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

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

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

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

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

. .. ..

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

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

## 1.05 Temporary Employee

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

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

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

## 1.06 Reserved for Future Use

## 1.07 Non-Exempt Employee

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

## 1.08 Reserved for Future Use

### 1.09 Home Station

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

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

#### 1.10 Reporting Center

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

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

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

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

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

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

#### 1.11 Session

That part of a day that a Regular full-time employee is scheduled to work will be divided into two equal parts regardless of when the meal period is scheduled. (Part-time employees scheduled to work either 7  $\frac{1}{2}$  or 8 hours per day are included.)

#### 1.12 Immediate Family

The following relationships to the employee constitute the immediate family:

Brother	Grand
Child	Grande
Father-In-Law	Step p
Mother-In-Law	Step c
Grandmother	Step b
	Child Father-In-Law Mother-In-Law

randfather randchildren ep parents ep children ep brothers & sisters Step Grandparents Step Grandchildren

Legally Recognized Partner\* Legally Recognized Partner's

- Father
- Mother
- Child

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

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

### 1.13 Immediate Household

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

## 1.14 Net Credited Service

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

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

(1) for pension purposes only: previous service shall be credited immediately upon re-employment as a regular or temporary employee; or

(2) for all other non-pension purposes: previous service shall be credited to reemployed employees as follows:

(a) if a regular employee who left the service of the Company is subsequently re-employed within six (6) months as a regular employee, previous service shall be credited immediately; or

(b) if a regular employee who left the service of the Company as a result of a layoff is subsequently re-employed as a regular employee within the time periods outlined for "recall rights" under Article VII, previous service and up to six (6) months of service credit for the period of layoff shall be credited immediately; or

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

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

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

#### 1.15 Permanent Transfer

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

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

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

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

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

#### 1.16 Temporary Transfer

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

#### 1.17 Extended Temporary Transfer

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

(1) When qualifications are substantially equal, the senior seniority net credited service employee will be selected by volunteers, and inverse seniority if there are no volunteers.

(2) The temporary assignment duration will be reviewed by local management and the Chief Steward at ten months in order to extend the assignment out to eighteen months.

(3) The temporary assignment duration will be reviewed a second time by local management and the Chief Steward after eighteen months in order to extend the assignment out to twenty-four months.

(4) Employees on temporary assignments will receive wage treatment according to General Section 3.II.

(b) Assignments beyond twenty-four months will be considered permanent and the normal transfer bureau process will apply.

(c) Consecutive extended temporary assignments cannot be used as a means of circumventing the transfer bureau. Extended temporary assignments must be separated by a minimum period of six months.

## 2. WORK TIME AND SCHEDULING

See 3.17 of these Practices for minimum work time.

### 2.01 General

(a) Normally, employees shall be relieved from duty promptly at their scheduled time. However, they shall be expected to work overtime when the business requires it. The Company shall determine the necessity for such work. Employees, other than Plant, Switching Systems and Support Services, will not be required to work more than a total of eight (8) hours of overtime in any payroll week except in case of emergency, long term service difficulties, or unless the employee consents to such overtime. All holiday hours worked shall be counted toward the administration of the overtime limitation. (For Plant, Switching Systems and Support Services overtime hour limitations see the Work Time and Scheduling provisions in that section).

(1) An "emergency" is an event of national importance, fire, explosion, or other catastrophe, severe weather conditions, major cable and equipment failures, or an act of God.

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

- (b) Work time shall include:
  - (1) all authorized time spent at the reporting center or on the job;

(2) time spent in authorized travel between the reporting center and the job, and from one job to another;

(3) all scheduled time spent in attendance at joint Union-Company meetings or in traveling to or from such meetings during scheduled working hours.

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

## 2.02 Travel Time

(a) <u>A regular employee assigned to report directly from home</u>, which may be located in or outside the home station, to a job outside the home station, work time shall include time in excess of thirty minutes in each direction spent traveling between home and the job.

(b) <u>A regular employee notified after the normal tour of duty</u> of an assignment to report for duty on a day other than a scheduled working day or on a Company recognized holiday on which the employee is not expected to work, time not to exceed thirty minutes in each direction spent traveling between home and the reporting center shall be classed as work time.

(c) <u>A regular employee called from home</u> for duty on a scheduled working day for a period not continuous with the employee's scheduled working hours, all time spent traveling between home and the job shall be classed as work time.

(d) <u>A regular employee called from home</u> to the reporting center for duty prior to the employee's scheduled working hours and the work continues into the scheduled working hours, time spent traveling between home and the reporting center shall not be classed as work time.

(e) <u>A regular employee called from home</u> for duty on a day other than a scheduled working day or on a Company recognized holiday on which the employee is not expected to work, all time spent traveling between home and the reporting center or the job shall be classed as work time.

(f) <u>A regular employee called to the home station</u> from a place at which visiting away from home, and outside the home station, the travel time in both directions shall be classed as work time except that if the return trip is not to the point at which the employee was visiting, the travel time not to exceed thirty minutes in each direction shall be considered as work time.

#### 2.03 Scheduling

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

## 3. WAGE PRACTICES

#### 3.01 Trial Period

The first six months of an employee's service shall be considered as a trial period in order that the employee's qualifications as to workmanship, character and personal conduct can be determined. Where the formal training period is greater than two weeks or does not begin within the first month of employment the trial period will be automatically

extended by the length of the formal training period. When a case warrants an extension of the trial period the employee and the Union shall be notified of such action. Individuals shall be released at any time during the trial period if found to be lacking in the proper qualifications.

## 3.02 (Reserved for Future Use)

## 3.03 (Reserved for Future Use)

## 3.04 Temporary Assignment to a Higher Maximum Wage Rate

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

## 3.05 Establishment of Wage Progression Schedules

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

## 3.06 Application of Wage Progression Schedules

(a) <u>General</u> - The wage increases indicated in the wage progression schedules shall not be automatic, but the Company shall give consideration at the specified periods as to whether or not employees have merited increases.

(b) <u>Regular Full and Part-time Employees</u> - Wage progression schedules are designed primarily for wage treatment for regular full-time employees but shall be used in determining wage treatment for regular and part-time employees eligible to such treatment by applying the provisions for bi-weekly starting rates, maxima, and amount of wage increases proportionately, e.g., an inexperienced employee engaged to work half-time, starts at one-half the minimum starting rate, and receives at the end of the first consideration period, one-half the weekly increase specified on the schedule at the end of this period. This employee progresses to one-half the maximum. On certain schedules increases are on an hourly basis and in such cases the same increase in rate per hour applies to part and full-time employees.

## 3.07 Awarding Increases

(a) At such times and in such amounts as are indicated on the wage schedules, the Company shall increase the rates of pay of regular employees who progressively acquire additional job knowledge and demonstrate improved ability to perform work until the maximum for the occupation is attained.

(b) Employees who demonstrate unusual and outstanding progress in their occupation shall receive an increase earlier than indicated in the schedule or in an amount larger than indicated, or both. In such cases, the length of the next consideration period shall be the period indicated in the schedule for the new wage level.

Note: See 3.11 for increases in connection with advancements.

#### 3.08 Deferring Increases

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

Number of Months in	Consideration Period
Consideration Period	Will Be Extended
Up to 6 Inclusive	By Time Lost Less One Month

In such cases, the extended period shall be shortened if the improvement in job performance by the employee has been greater than usual during that period.

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

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

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

#### 3.09 Wage Reduction Other Than Transfer

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

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

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

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

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

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

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

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

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

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

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

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

## 3.13 Transfers For Reasons of Disability

(a) When it is necessary because of physical disability as indicated by medical authority to transfer any employee to another occupation, the Company will endeavor to make the

transfer to an occupation with a maximum which is not below the employee's basic wage rate. Where this can be done there shall be no reduction in the employee's basic wage rate but the employee's progress in the new wage schedule shall be appropriate to experience and value in the new occupation.

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

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

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

## 3.14 Changes In Rates of Pay

#### Effective January 1, 2005

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

## 3.15 Pay Day

#### Effective January 1, 2005:

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

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

#### 3.16 Reserved for Future Use

## 3.17 Minimum Work Time

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

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

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

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

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

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

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

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

## (C) 3.18 Reserved for Future Use

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

(a) <u>Eligibility</u> - A ten percent (10%) differential<sup>1</sup> shall be paid to all employees who, as part of their basic work week, work regular weekly night assignments, regular daily night assignments or rotating evening or night assignments any part of which falls between the hours of 7:00 P.M. and 6:00 A.M.

(b) Regular Night Assignments -

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

<sup>&</sup>lt;sup>1</sup> Differential calculation is 10% of either the weekly basic wage rate ("Fixed") or the daily basic wage rate ("Nightly").

working such sessions as a <u>regular daily night assignment</u> under paragraph (a) and will be eligible to receive a nightly differential.

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

(d) Time Off, Illness, Vacation

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

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

(e) Temporary Changes in Assignments

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

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

#### (C) 3.20 Out of State Differential

Regular employees who are required by the Company to attend out-of-state training, conference sessions or assigned to work where overnight lodging is required will be paid a twenty-five dollar (\$25.00) differential for each overnight.

#### 3.21 Differential Overtime

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

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

## 3.22 Performing Support Functions

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

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

In no event shall such assigned employee have any involvement in discipline, or progression increases, performance evaluations or making judgments regarding other employees' performance, nor shall such assigned employee have access to personnel folders, payroll records or other personnel-related documents or reports.

An employee so temporarily assigned will receive a special compensation payment of seven dollars and fifty cents (\$7.50) per session.

## 3.23 Service Termination Payments

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

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

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

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

(c) <u>Services Terminated by Employees</u> - Regular full or part-time employees with more than six months of seniority service are expected to give two weeks' notice when voluntarily terminating service with the Company. Employees who resign after two weeks' notice shall receive wages in lieu of unused accrued vacation based on the chart above.

(d) If an employee dies, is laid off, or exits the business with voluntary separation payments due to a surplus before receiving his/her unused vacation for the vacation year, payment in lieu of vacation will be made for all unused vacation time to the employee or employee's estate in the event of death.

(e) If an employee retires and exits the business before receiving his/her unused vacation for the vacation year, payment in lieu of vacation will be made for all unused vacation time at the time of the employee's retirement.

(f) An employee leaving the Company for reasons other than specified in this Article shall receive payment in lieu of any unused portion of the vacation for which such employee is eligible <u>based on the accrual schedule in Article 3.23 (b).</u>

#### 4. HOLIDAY PRACTICE

#### 4.01 Company-Recognized Holidays

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

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

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

## 4.02 On Sunday

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

## 4.03 Holiday Worktime Period

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

## 4.04 Excused Absence Period

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

## 4.05 Extended Sickness or Leave of Absence

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

## 5. VACATIONS

## 5.01 Vacation Allowance

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

 $^{\ast}(1)$  One calendar week after completion of six months of continuous seniority service.

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

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

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

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

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

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

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

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

#### (d) <u>A Company-recognized holiday shall not be classed as a day of vacation when:</u>

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

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

#### (e) Sickness or Accident Absences

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

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

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

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

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

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

(1) In no case shall an eligible employee schedule less than one week of vacation in any calendar year.

(2) Any week or weeks of vacation "carried over" from one calendar year into the next must be scheduled and taken no later than the first full calendar week of May of the year into which the week or weeks are carried over.

(3) For all weeks of vacation "carried over" from one calendar year into the next, at least a like number of weeks of vacation for the calendar year into which the "carry-over" is shifted must also be scheduled and taken no later than the first full calendar week of May of the same year.

(i) <u>Equivalent In Wages</u> - An employee continuing in the employ of the Company shall not receive the equivalent of the vacation allowance in wages.

## 5.02 Scheduling Vacations

#### (a) Selection

(1) All vacations are subject to work requirements.

(2) Vacations shall be scheduled by vocational groups or groups which must be worked in combination. A maximum number of people shall be allowed to schedule their vacations at one time consistent with work requirements.

(3) The controlling factor in the selection of two weeks of the vacation shall be seniority based on seniority net credited service provided the vacation is in calendar weeks except as provided in 5.02 (a)(7).

(4) For employees eligible to three or four weeks vacation, the third week shall be scheduled in accordance with seniority after other employees have been scheduled for lesser vacation allowances to which they are eligible.

(5) For employees eligible to four weeks vacation, the fourth week shall be scheduled in accordance with seniority after other employees have been scheduled for lesser vacation allowances to which they are eligible.

(6) For employees eligible to five weeks vacation, the fifth week shall be scheduled in accordance with seniority after other employees have been scheduled for lesser vacations to which they are eligible. In such cases, it is expected that one week will be scheduled during January, February, March, April, November or December.

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

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

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

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

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

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

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

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

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

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

## 5.03 Vacation Pay - Regular Part-Time Employees

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

## 6. SICKNESS AND ACCIDENT ABSENCES

### 6.01 Short Period Sickness

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

- (C) (b) A regular full or part-time employee (except Plant as outlined in 6.01 of Departmental Wage and Working Practices) shall receive normal pay for short periods of time off duty occasioned by personal sickness as indicated below. (Also see para. (c) which follows).
  - (1) Employees hired or rehired after April 9, 2016:

During the first year of seniority net credited service – None

After one year of seniority net credited service – Five (5) working days during each service year.

(2) Employees hired or rehired on or before April 9, 2016:

During the first year of seniority net credited service - None

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

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

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

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

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

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

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

#### 6.02 Disability Benefits

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

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

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

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

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

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

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

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

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

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

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

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

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

#### (c) Illness Other Benefits (IOB)

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

#### (d) Special Sickness Disability Benefits

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

#### 6.03 Reserved for Future Use

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

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

 (a) the holiday falls on a scheduled working day on which an employee is required to work and is absent because of a sickness or accident disability on that day;

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

### 7. EXPENSES

#### 7.01 Meals

(a) General

(1) <u>Entertaining Other Than Company Employees</u> - When an employee is required by the Company to incur meal expense in entertaining other than Company employees, reimbursement shall be made for all such expenses.

(2) <u>Attending Other Than Company Meetings</u> - An employee shall not be reimbursed for meal expenses incurred by reason of attendance at meetings of organizations such as service clubs, chambers of commerce, etc., except when the Company desires the employee to attend. If the Company requests attendance, reimbursement will be for actual meal expense incurred; if attendance is optional with the employee, reimbursement will be for one-half the meal expenses incurred.

(3) Medical Examination or Treatment Away from Home Station - An employee shall be reimbursed for meal expenses incurred when required by the Company to make a trip away from the home station for medical examination or treatment in accident or sickness cases.

(b) <u>Declared Emergencies</u> - When the Company declares an emergency as defined in Section 2.01 (a) (1), designated employees will be determined by title and organization by the Company. All designated employees except those

employees working in locations where meals are provided by the Company will receive the following meal allowance:

(1) Noon Lunch - \$4.00

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

### 7.02 Lodging

See 7.02 of the Departmental Wage and Working Practices.

#### 7.03 Transportation

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

(1) assigned to ride as passengers in a Company or a personal car already scheduled to make the trip.

(2) assigned to use public transportation service (use of a personal car in lieu of public transportation service is covered in a subsequent paragraph).

(3) assigned to use a Company car provided they possess a Company motor operator's certificate.

(4) authorized to use their personal car at a mileage rate; or

(5) authorized to use their personal car at a flat monthly allowance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 7.04 Liability in Case of Accidents

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

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

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

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

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

(a) such loss does not result from gross negligence of the employee, and

(b) the use of the personal car is authorized and paid for on a mileage or monthly allowance basis, and

(c) the form used in reporting accidents to Company cars is prepared and given to the supervisor, and

(d) the loss does not result from a fire or theft of the employee's car.

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

Employees are responsible to comply with rules of the road, State laws or municipal ordinances. The Company will furnish a bond if required and legal assistance for an employee in the event of arrest for infractions of the rules of the road, State laws or municipal ordinances, while using a Company or personal car which has been authorized to be used on Company business and paid for on a mileage or monthly allowance basis. It will also pay the fine and costs imposed when circumstances justify such action.

### 7.07 Moving

- <u>Regular Employees</u> An employee who is involuntarily placed into a long commute position under the provisions of Policies & Procedures, Part 1 E (Lateral Intradepartmental Force Rearrangements) or voluntarily accepts a long commute position under the provisions of Article VII, paragraph i <u>and</u> who relocates his/her permanent residence within six (6) months of the payroll effective date of the placement into that position and the resulting commute to the new work location is less than 55 miles, shall be entitled to a lump sum payment of \$5,000. Any employee accepting this payment will forfeit any return, recall and/or buyback rights he/she may have to the position and/or location from which they moved.
- For purposes of this section, a position shall be considered as a long commute if the distance from the employee's permanent residence to the new work location is greater than that from the employee's permanent residence to the former work location and the actual oneway commuting distance from the employee's permanent residence to the new work location exceeds fifty-five (55) miles.
- Computation of commuting distance shall be based on the Mileage Guide published by the State of Connecticut Department of Transportation (March 1994). As specified, the distance will be expressed as whole miles between towns within the State of Connecticut.
- 4. The Company may request reasonable documentation to satisfy itself that the employee has in fact permanently and legitimately changed his or her permanent address before making any lump sum payment under this section.

## 8. EXCUSED ABSENCE

## 8.01 General

Employees shall make arrangements with their supervisor in connection with all absences.

## 8.02 Sickness in Family

A regular full or part-time employee absent because of emergency illness in the employee's immediate household shall be paid for that part of a day necessary to secure help for the disabled person. An employee who elects to remain off duty to care for the disabled person instead of securing help shall not receive pay. (See 1.13 for definition of "immediate household.")

## 8.03 Death In Family

 (a) A regular full or part-time employee absent because of death in the immediate family or immediate household shall be paid for time off duty for three
 (3) days related to funeral or memorial services. (See 1.12 for definition of "immediate family" and 1.13 for "immediate household.")

(b) In the event of death of an employee's wife, husband, daughter, son, mother, father, or Legally Recognized Partner, an employee shall, upon the employee's request, be excused from scheduled time up to an additional five (5) unpaid days. Employees may substitute paid time (Vacation, EWD) for these excused days.

# 8.04 Death of Co-Worker or Member of Co-Worker's Immediate Family or Immediate Household

(a) A regular full or part-time employee shall be excused from duty with pay when selected to act as a pallbearer for a deceased co-worker or a member of the immediate family or immediate household, or one who was closely associated in the business. Pay for such absence shall not exceed one-half day.

(b) Conditions of work permitting, a reasonable number of other employees may be excused from duty with pay to attend the funeral of a co-worker, member of the immediate family or immediate household, or one who was closely associated in the business. Pay for such absence shall not exceed two hours.

## 8.05 After Working Substantial Part of Twenty-Four Hour Period

(1) Employee may be excused from duty for a portion of the succeeding day in their schedule for the purpose of obtaining needed rest when in the judgment of the supervisor it would be desirable from a health and safety standpoint under the following circumstances:

(a) when the employee has worked a substantial part of the twenty-four hour period prior to the starting time for the next scheduled reporting period.

(b) when such work time in (a) above has seriously interfered with the employee's normal sleeping time.

(2) When in the case of a continuing emergency it is necessary in the supervisor's judgment to excuse an employee for needed rest, the employee shall receive pay for that part of the excused time which is common to both the normal schedule and the rearranged hours of work.

The amount of such excused absence will not count in considering requests for excused absence with pay for other reasons.

#### 8.06 Reserved for Future Use

#### 8.07 Quarantine

A regular full or part-time employee quarantined by health authorities because of a contagious disease shall be paid during the period of quarantine.

#### 8.08 Medical Examinations

(a) A regular full or part-time employee required by the Company to make a trip away from the home station during scheduled working hours for a medical examination or treatment in an accident or sickness case shall be paid for the necessary time off duty.

(b) A regular full or part-time employee required by the United States Government to report at a United States Veterans' Hospital for a medical examination in connection with service disability shall be paid for the necessary time off duty.

#### 8.09 Court Witness Duty

A regular full or part-time employee subpoenaed for court witness duty shall be paid for the necessary time off duty.

#### 8.10 Principal in Court Action

A regular full or part-time employee will be allowed the necessary time off duty to be a principal in a court action. Payment for such absence will be determined on an individual basis and will be granted to employees who have had little time off duty with pay because of sickness or excused absence within the last twelve months.

#### 8.11 Jury Duty

A regular or temporary full or part-time employee on jury duty shall be paid their normal basic pay during the absence. Employees are obligated to pay to the Company all monies received as jury fees. An employee shall not be required to report for work any part of a day that the employee reports for jury duty.

## 8.12 Armed Forces Duty

(a) <u>Training and Emergency Duty</u> - Time off with difference in pay shall be granted to regular employees who are members of the National Guard or the Military Reserve of the Armed Forces under the conditions specified below. Difference in pay shall be based on the employee's regular basic wage, including any fixed differentials, less military pay and any deductions required by law. In the event that an employee participates in more than one of the training periods referred to below, the aggregate pay treatment shall not be applied to more than two weeks in any one year.

(1) <u>Annual Military Training</u> - Employees who are members of the National Guard or the Military Reserve of the Armed Forces and are called and expected to participate in annual military training shall be excused with difference in pay for a period not to exceed two weeks in any one year.

(2) <u>Voluntary Training Periods</u> - Employees who are members of a reserve component of the Armed Forces and volunteer for annual military training, shall be excused with difference in pay for a period not to exceed two weeks in any one year. The reservist should make every attempt to arrange for a training period at a time convenient to the Company.

(3) <u>Special Training Courses</u> - Employees who are members of the National Guard or the Military Reserve of the Armed Forces and volunteer for specialized training programs conducted at regular service training installations shall be granted the necessary time off for such purposes as called for under valid orders. When an employee is excused for such purposes a leave of absence covering the entire period, with difference in pay for the first two weeks, shall be granted. The reservist should make every attempt to arrange for a training period at a time convenient to the Company.

(4) <u>Emergency Duty</u> - Employees who are members of the National Guard or the Military Reserve of the Armed Forces and are ordered out for temporary emergency duty shall be excused with difference in pay for periods up to a total of two weeks in any one year. Absence for such duty will not affect the eligibility of these employees for treatment with respect to the training programs outlined above.

(b) <u>Occasional Celebrations</u> - A regular full or part-time employee required to participate in occasional celebrations such as parades as a member of an active military unit shall be allowed the necessary time off duty, but not to exceed one day with pay on each such occasion.

## 8.13 Veterans' Organization

A regular employee shall not be paid for time off duty to attend conventions as a member of a veterans' organization. A regular full or part-time employee shall be allowed the required time off duty, subject to work requirements, to participate in

special local celebrations or parades as a member of a veterans' organization, but not to exceed one day with pay on such occasion.

#### 8.14 Blood Donors

A regular employee shall be allowed time off duty with pay to act as a volunteer blood donor:

(a) to a member of the immediate family, other employees or members of their immediate family;

(b) in case of emergency at the request of a physician and other facilities are not available.

All other cases shall be treated on their merits.

#### 8.15 Work Certificate

When it is necessary for a new employee to take time off duty to secure a work certificate, such time off duty shall be without pay.

#### 8.16 Other Excused Absence With Pay

(a) A regular employee shall be allowed time off duty with pay not to exceed one day when responsible for making the funeral arrangements for a relative other than those in the immediate family. (See 8.03 for immediate family or household.)

(b) When in the judgment of the Company conditions of work permit, regular employees who have had little time off duty with pay because of sickness or excused absence within the last twelve months, may be allowed the necessary time off duty with pay not to exceed one (1) day per occasion:

(1) to attend the wedding of a member of the immediate family;

(2) to attend the funeral of a relative or intimate friend not in the immediate family or household;

(3) to attend to other important personal matters.

#### 8.17 Reserved for Future Use

#### 8.18 Excused Work Days

(a) Each regular employee who has at least six months of seniority net credited service on January 1 of a calendar year shall be eligible for four Excused Work Days with pay and one Excused Work Day without pay during the year.

(b) Employees who do not work on their paid Excused Work Day shall be paid for the day as if for a normal or standard day worked (excluding any wage

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

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

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

(e) Employees who are required to work on their Excused Work Day shall have that day rescheduled. All hours worked during the employee's normally scheduled hours for that day shall be paid at the rate of time and one-half; all hours worked outside of the normal schedule will be treated at the appropriate overtime rate.

#### (f) Effective January 1, 2005:

Employees who are eligible for Excused Work Days will select, in vacation seniority order, from the time available, their choice of days. These days will be selected after all full vacation weeks have been scheduled. Eligible employees may schedule the Excused Work Days as "reserve time" through the first full calendar week of May of the following year. This "reserve time" is a block of work days equal to the total amount of eligible Excused Work Days not specifically scheduled. Employees will have the option to utilize Excused Work Days, previously scheduled as "reserve time", in one-half (1/2) day increments subject to availability. Any time off not taken by the employee prior to the scheduled "reserve time" must be taken during the scheduled "reserve time": selected by the employee.

(g) For Plant, Switching Systems and Support Services, employees may utilize two of their existing excused work days in a flexible manner so as to permit them to have the ability to take time off in minimum one hour intervals due to dependent care and other personal needs. In Outside Craft work groups, excused work time in one hour intervals must be taken at the beginning or end of the tour. Such time should be scheduled in advance, whenever possible, and will precede the granting of unpaid excused absence (AX).

(h) For Plant, Switching Systems and Support Services, in addition to the two (2) Excused Work Days referenced in 8.18 (g), employees may use a third excused workday to take time off in minimum one hour intervals to attend to dependent and personal needs if the employee has given supervision at least fortyeight (48) hours advance notice and the needs of the business allow the time to be taken. In Outside Craft work groups, excused work time in one (1) hour intervals must be taken at the beginning or end of the tour. (i) Effective with the implementation of the one-minute pay system, Headquarters and Commercial & Marketing employees may utilize three (3) of their existing excused work days in a flexible manner so as to permit them to have the ability to take time off in minimum one hour intervals due to dependent care and other personal needs. The hours comprising the third "flex" day will be granted provided no more than 25% of the work group has already been scheduled off.

## 8.19 Leave of Absence – Other Excused Absence Without Pay

Employees must refer to the SNET Leave of Absence Policy Summary Plan Description ("Leave of Absence SPD") for the specific eligibility requirements that must be satisfied for each type of leave, the maximum duration of the leave, the amount of net credited service that will be granted for the period of the leave (if any), the continuation of benefit coverage provisions, and job reinstatement provisions (if any) that are associated with each type of leave, and any other specific terms and conditions of the leave. SNET leaves of absence that are covered by state or federal FMLA legislation will run concurrently with the FMLA leave.

(a) **Departmental Leave** – A regular employee shall be allowed time off duty without pay to the extent that work requirements permit but not to exceed one month. In certain instances the period of such excused absence without pay may be extended beyond one month in which case the total period of absence shall be considered as a Leave of Absence under paragraph (b) or (c) below.

(b) **Non-Discretionary Leaves** – A regular employee shall be allowed time off duty without pay for the following purposes, provided all requirements described in the Leave of Absence SPD have been met.

(1) Family Care Leaves:

(a) Anticipated Disability, for an employee who provides medical certification of a condition for which medical treatment or surgery has been scheduled or the birth of child anticipated to occur during the requested Leave period. The leave will end the earlier of: (a) twelve months from the start date; or (b) the day prior to the anticipated medical treatment, surgery, birth of the child, or the onset of a certified disability that is related to the condition for which the leave was requested. Employees granted such Leave are guaranteed reemployment to the same job or one of similar status and pay at the end of the Leave.

(b) Care of Newborn Children, for an employee who has either given birth to a child or is the natural father of the child, or effective beginning January 1, 2002 is the registered domestic partner of the natural parent of the child. Leave must begin prior to the child's 4<sup>th</sup> birthday. In instances of multiple births (e.g., twins, triplets), only one such leave will be granted. Guaranteed reinstatement to the same job or one of similar status and pay for up to 6 months following birth of the baby or the leave commencement date whichever is later. Reemployment after that date will be guaranteed for up to 12 months from the leave commencement date, but not necessarily to the employee's former job, similar status, or pay level.

(c) Care of Adopted Child – for an employee who provides evidence of direct association (father or mother, or effective beginning January 1, 2002 the registered domestic partner of the adoptive parent) with an adoptive child under 18 years old (minor child) on the day prior to the leave commencement date. Leave must begin prior to the child's 4<sup>th</sup> birthday, or within one year from the date of custody if later. Guaranteed reinstatement to the same job or one of similar status and pay for up to 6 months from the leave commencement date. Reemployment after that date will be guaranteed for up to 12 months from the leave commencement date, but not necessarily to the employee's former job, similar status, or pay level.

(d) Care of Seriously III Child – for an employee who provides evidence that they have a minor child with a serious health condition. Effective beginning January 1, 2002, this leave is also available for an employee who provides evidence that their registered domestic partner's minor child has a serious health condition. Guaranteed reinstatement to the same job or one of similar status and pay for up to 6 months from the leave commencement date. Reemployment after that date will be guaranteed for up to 12 months from the leave commencement date, but not necessarily to the employee's former job, similar status, or pay level.

(e) Care of Seriously III Family Member – for an employee who provides evidence that they have a member of the immediate family with a serious health condition, with a maximum leave period of 12 months within any two year period. Effective March 25, 2001 this leave is available for a registered domestic partner. Guaranteed reinstatement to the same job or one of similar status and pay for up to 6 months from the leave commencement date. Reemployment after that date will be guaranteed for up to 12 months from the leave commencement date, but not necessarily to the employee's former job, similar status, or pay level.

The following provisions apply to all Family Care Leaves:

- An employee must return to work for a minimum of six (6) months between successive Family Care leaves; except that this requirement shall not apply for Care of Newborn Child leaves which commence following an Anticipated Disability leave.
- Transitional part-time employment for otherwise full time employees will be available for up to three (3) consecutive months following all Family Care leaves, subject to the following conditions:
  - Work time will be scheduled based on departmental policy and business needs;
  - Upon return to work, the employee must work a minimum of 20 hours; and
  - Employee will be paid based on actual (part-time) hours worked, but will be classified as full time for all other purposes.

(2) Military or Public Health Services Leave - in accordance with Policies and Procedures - Part 3 of this Contract and all related legislation including the Uniformed Services Employment and Reemployment Rights Act of 1994.

(3) On-the-Job Accident Disability Leave – for an employee who has been injured on the job and provides medical evidence to substantiate that they are likely to recover sufficiently to perform all of the essential functions of their job within a six-month period following their receipt of the maximum 52 weeks of accident disability benefits under the terms of the SNET Disability Benefits Plan.

(4) Public Office Leave – in accordance with state legislation, for employees to serve as an elected member to full-time municipal or state office, and full-time members of the state's general assembly; and

(5) Union Business – for employees to attend to union business matters on a full-time basis.

(c) **Discretionary Leave** – an Employee may request a leave of absence without pay for the following reasons, and to the extent work requirements permit such leave shall be granted provided all requirements have been met.

(1) Expiration of Sickness Disability Benefits (for illness or off-the-job injuries) – for an employee who provides medical evidence to substantiate that following their receipt of the maximum 52 weeks of sickness disability benefits under the terms of the SNET Disability Benefits Plan, they need a short additional period of time to recover sufficiently to perform all of the essential functions of their job.

(2) Ineligibility for Sickness Disability Benefits (for illness or off-the-job injuries) - for an employee whose disability absence extends beyond a period of one month, in cases of ineligibility for sickness benefits under the SNET Disability Benefits Plan; and

(3) Personal/Other Reasons – for an employee who requests relief from duty and whose services the Company desires to retain.

#### 9. MISCELLANEOUS

#### 9.01 Training

Training is covered in the Departmental Sections.

- 9.02 Reserved for Future Use
- 9.03 Reserved for Future Use

#### 9.04 Official and Employee Residence Service

An active employee is required to select SNET as his or her provider for local, intrastate, and interstate service in order to be eligible for Official Residence Telephone Service or Employee Residence Service.

#### (a) Official Residence Telephone Service

Local exchange telephone service, including Totalphone, and up to \$35.00 in intrastate toll shall be furnished without charge to active employees with 25 or more years of net credited service. In addition, 20% discount will be extended for usage of interstate toll service, international toll service, and other wireline services such as Caller ID and Message Works.

(b) Employee Residence Telephone Service

Local exchange telephone service will be discounted at 50% for active employees with less than 25 years of net credited service. In addition, a 20% discount will be extended for usage of intrastate toll service, interstate toll service, international toll service, and other wireline services such as Caller ID and Message Works.

## 9.05 Solicitation of Contributions

(a) <u>Company-Initiated Solicitation For Welfare Purposes</u> - The Company will not initiate the solicitation of contributions among bargaining unit employees, except for the Red Cross and local Community Chests. Such solicitations shall be made by employees designated by the Union.

(b) <u>Employee-Initiated Solicitations For Welfare Purposes</u> - If employees desire to make solicitations for charitable or similar welfare purposes among bargaining unit employees during hours of work, permission shall be secured through the supervisor. If the purpose of the solicitation is approved, the solicitation shall be handled by employees designated by the Union. Sealed containers shall generally be used when cash contributions are secured.

(c) <u>Solicitation For Gifts To Supervisors</u> - Employees shall not solicit funds for gifts to supervisors or for presents in connection with service emblem awards to supervisors.

#### 9.06 Sale of Tickets and Merchandise

(a) Tickets for raffles, entertainment, or for other purposes shall not be offered for sale during hours of work.

(b) Orders for candy, Christmas cards, silverware, turkeys, etc., shall not be solicited during hours of work, and merchandise for sale shall not be displayed on Company property. Deliveries of merchandise purchased by a group of employees on such sales made out of hours may be only to the House Service department or in the smaller exchanges, to the Business Office.

## 9.07 Employment Outside of the Company

An employee shall obtain the approval of the Company before engaging in any other business or work for compensation, including professional or semiprofessional athletics.

# 9.08 Habitual Tardiness

Employees who are habitually tardy shall be subject to disciplinary action.

#### 9.09 Health Standards

Employees shall be responsible for maintaining reasonable standards of physical and mental health. Incapacitated employees must take proper care of themselves and have proper treatment. Failure to cooperate with the Company in this respect may result in disciplinary action.

# 9.10 Use of Intoxicating Beverages or Controlled Substances

An employee shall not drink any intoxicating beverage nor unlawfully use (or possess) any illegal or controlled substance during working hours, report on the job or drive a car on Company business while impaired due to such use, nor drink or use said substance on Company property. An infraction of these rules shall make the employee subject to disciplinary action.

# 9.11 Employee Identification

As may be required by law, governmental agencies, or in the public interest, the Company shall take necessary steps for the identification of employees as follows:

(a) Require authoritative evidence of the place and date of birth and citizenship of the employee and the employee's parents, and spouse.

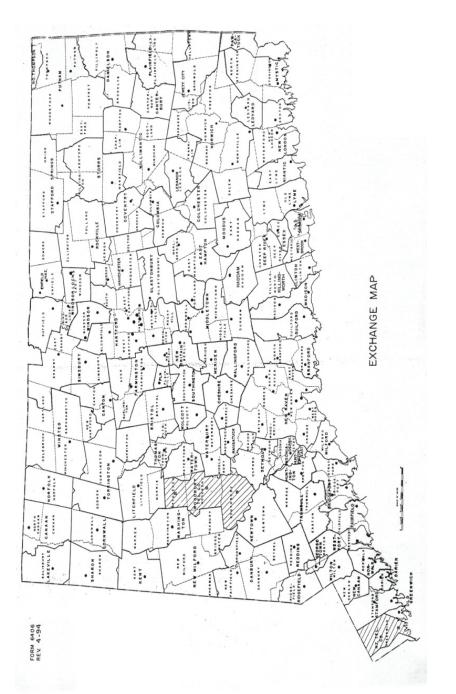
(b) Require a sworn statement that an employee is not affiliated with any society or party banned by law.

(c) Require the photographing and fingerprinting of employees.

(d) Issue identification cards or badges which employees shall be required to carry with them at all times when engaged on Company business. A penalty of \$2.00 may be levied in each instance where a card or badge is lost or becomes mutilated due to causes other than wear from normal use.

# 9.12 Return of Company Property

Whenever an employee leaves the service of the Company, all Company property shall be returned. In some instances, cash may be collected if the articles have been lost or retained.



# **HEADQUARTERS - All Departments**

# 1. DEFINITIONS

# 1.01 Overtime

Overtime for employees is:

A. work time on a day that is not a scheduled working day;

B. work time outside scheduled working hours on a scheduled working day;

C. work time outside scheduled working hours on a Company-recognized holiday which falls on a scheduled working day,

D. work time on a Company-recognized holiday that does not fall on a scheduled working day.

# 1.02 Tours

A. <u>Tour of duty</u> means the working hours that an employee is scheduled to work in a day.

B. Holiday Tour means a tour commencing on a Company-recognized Holiday.

# 1.03 Basic Work Week

Basic work week means the working hours that an employee is scheduled to work in a week.

# 2. WORK TIME AND SCHEDULING

See 3.17 of General Wage and Working Practice for minimum work time.

# 2.01 Working Hours

A. General – For employees hired on or after January 1, 2002, the normal tour of duty shall be seven and one-half (7 ½) hours per day, with a scheduled lunch break of not less than one-half (1/2) hour, nor more than one (1) hour. The basic work week for these employees will be thirty-seven and one-half (37 ½) hours, which will generally be divided into five (5) tours, including holiday tours, on any five (5) days of the week. Prior to implementing expanded hours, the Company will meet with the Union to review the business strategy and discuss scheduling options which will maximize the ability to provide for volunteers for such hours. For employees hired prior to January 1, 2002, the scheduled working hours generally are between 7:00 A.M. and 6:00 P.M. Monday through Friday with from one-half to one hour for lunch but not exceeding a total of seven and one-half (7 ½) hours daily with the following exceptions:

1. In the Information Technology Department where other hours may be scheduled but not exceeding the total of seven and one-half (7  $\frac{1}{2}$ ) hours daily or thirty-seven and one-half (37  $\frac{1}{2}$ ) hours weekly.

2. In the Support Services Department, Administrative Services Division where other working hours from Monday through Saturday are scheduled between the hours of 7:00 A.M. and Midnight, but not exceeding the total of seven and one-half (7  $\frac{1}{2}$ ) hours daily or thirty-seven and one-half (37  $\frac{1}{2}$ ) hours weekly.

3. For the Wholesale and GEM Solutions Center employees where the scheduled working hours each day are composed of two (2) sessions not to exceed a total of seven and one-half (7 ½) hours duration which is exclusive of a scheduled lunch period of not less than a one-half (1/2) hour nor more than one hour, and where the scheduled work week shall consist of five (5) working days, Sunday through Saturday, between the hours of 7:00 A.M. and Midnight, but not to exceed a total of thirty-seven and one-half (37 ½) hours of work.

4. The scheduled work hours for Network Administration Associates and Network Translators will be from Sunday through Saturday between the hours of 6:00 A.M. and 12:00 A.M. not to exceed a total of seven and one-half (7  $\frac{1}{2}$ ) hours per day, or five (5) days per week.

5. For AT&T Business Solutions (ABS) employees who work in support of customer service activity, i.e., the Select Account Center, where other work group working hours from Monday through Friday are scheduled between the hours of 7:00 A.M. to 7:00 P.M., but not exceeding the total of seven and one-half (7 ½) hours per day, or five (5) days per week, such employees' hours may be scheduled to be compatible with the other work group.

6. General Office Associate employees who support work groups where other working hours are scheduled from Sunday through Saturday, but not exceeding the total of seven and one-half (7  $\frac{1}{2}$ ) hours daily or thirty-seven and one-half (37  $\frac{1}{2}$ ) hours weekly, such employees' hours may be scheduled up to 9:00 P.M. to be compatible with the hours of the work group they support.

7. For Computer Systems Specialists in Network Services where other hours from Monday through Saturday are scheduled between the hours of 7:00 A.M. and Midnight, but not exceeding the total of seven and one-half (7 ½) hours per day, or five (5) days per week.

# B. Scheduling of Basic Work Week and Tours for Full Time Employees:

Basic work weeks will be assigned to regular full-time employees, giving careful consideration to the following: individual preference consistent with work requirements, the provision of coverage as required, including coverage on Company-recognized holidays and vacations to minimize the amount of overtime required. The basic work weeks remaining after assignment of those basic work weeks mutually agreed on by employees and supervision shall be by rotation among the remaining employees in the work group in order to provide a fair distribution of basic work weeks. The provisions of this paragraph will apply to all Headquarters employees except the following:

1. For employees in the Wholesale and GEM Solutions Center, scheduled hours will be on a voluntary basis or rotation among all employees in the work group to provide a fair distribution of hours. Careful consideration will be given to individual preference consistent with work requirements. Schedules will be posted no less than monthly nor more than quarterly.

2. For Network Administration Associates and Network Translators, scheduling will be done as follows:

Management for each work group will utilize historical and forecasted data and customer service demand to determine coverage requirements to develop workweek schedules. When coverage requirements are determined, workweek schedules will be assigned to qualified employees, as determined by management using one of the following methods:

a) For each six (6) month period, employees in the work group will select, by seniority, a fixed work week schedule or they will be assigned to a fixed work week schedule by inverse seniority; or

b) The majority of the employees in the work group will decide on one of the following two coverage options:

(1) Rotating of weekly coverage requirements among all group members; or

(2) A six (6) month fixed work week schedule selected by seniority, with the remainder of coverage requirements shared on a rotating basis.

3. For Service Consultants, Service Representatives and Service Order Reviewers in AT&T Business Solutions (ABS):

a) An updated seniority list will be posted in each office.

b) The employees will prepare a preference card or use another methodology as determined by the department to indicate their choices. All preferences must be submitted before the 1st of the previous month to be scheduled, including changes.

c) Tours will be assigned to the senior employee first, based on company net credited service (and then in turn) in order of seniority as close to the indicated choice as possible.

d) Schedules will be posted no later than the 15th of the month for the following month. Schedules will be posted no less than monthly nor more than quarterly.

4. For Computer Systems Specialists in Network Services, work weeks will be assigned to regular full time employees, giving careful consideration to individual preference, on a seniority basis, which is consistent with work requirements.

- C. Employees may swap daily and/or weekly schedules with other qualified employees in the same work group with management approval.
- D. Alternate Work Schedules (AWS) may consist of a compressed work week or an expanded work week. Management determines the need for such coverage hours. AWS options will take into consideration both customer and employee needs, as well as departmental staffing and scheduling requirements. Employees will be selected for AWS on a senior volunteer basis within the work group. Work group is defined as: manager group, by title, home station, or job function. AWS may be comprised of the following:
  - a) Four (4) day work week
  - b) Six (6) day work week
  - c) Split day tours, on a daily or weekly basis
- E. <u>Changes in Scheduled Hours or Days</u> Where the needs of the business require, working hours or days other than the above may be scheduled within the week but not to exceed the total daily or weekly working hours under the present schedule. Notice of such change shall be given before the close of the previous week.
- F. <u>Saturday Before Vacation</u> All employees except those assigned to a fixed work week schedule will be granted the Saturday off before their scheduled vacation, if so desired. Employees on a fixed work week schedule may swap their scheduled Saturday before their vacation with another qualified employee in the same work group to obtain the Saturday off before their vacation.
- G. Lodging Away From Home Station Employees assigned to lodge away from the home station on an overnight basis shall adhere to the Headquarters scheduled working hours.

# 2.02 Changes in Basic Work Week and Tour Assignments

#### A. Changes in Basic Work Weeks

1. When it is necessary to make changes in the assignment of basic work weeks to individual employees from the posted schedule, such changes shall be arranged and the employees affected notified as far in advance as possible. In no case shall notice of a change of basic work week assignment be given later than the close of the first day of the preceding week.

2. No change in basic work week assignments shall be made for periods other than one week or multiples thereof.

#### B. Changes in Tours

1. Employees may be changed from day tours to evening or night tours (or from evening or night to day tours) to cover regularly assigned tours within the basic work week when the needs of the business require. Whenever possible 48 hours notice shall be given. (For compensation in such cases see 3.03(B).)

2. In the event of a surplus declaration which results in a loss of employees, the Company shall re-evaluate the tour schedule and determine the need to fill vacated tour assignments by the remaining employees in the work group. The Company shall first seek volunteers to cover the tours; and in the absence of such, shall equitably distribute the necessary tours among the remaining employees on the tour schedule.

3. A temporary change may be made from a day tour to an evening or night tour outside of the basic work week because of business needs. The employee whose assigned tour is to be changed shall be notified no later than the close of the first day of the tour for the week immediately proceeding. [For compensation in such cases see 3.03 (B)(3)]

# 2.03 On-Call Practice

The Company may designate employees to be available on an "on-call" status to provide services which may be required. An employee assigned to "on-call" on any day, including any Company designated holiday, will receive twenty dollars (\$20.00) for each such designated day. Employees on call shall not be required to remain on premises, at home or at any specific location, but, shall be readily available by telephone and/or other means approved by supervision. Employees designated as on-call who are called out to provide services shall receive wage treatment in accordance with Paragraph 3.17, Appendix B, Wage and Working Practices, General.

# 3. WAGE PRACTICES

See Section 4, for holiday wage practices.

# 3.01 Overtime

#### A. Compensation

(NOTE: Overtime will be recorded and compensated in one minute increments upon the implementation of payroll system changes necessary to effect one-minute time recording practices. These changes will be implemented no earlier than January, 2015.)

1. No compensation shall be allowed for overtime of five (5) minutes or less in any day.

2. For employees authorized overtime of more than five (5) minutes worked in any one day shall be compensated for as follows:

a.) First eleven hours in a week (except overtime on a Holiday). Pay at time and one-half.

b.) Hours in excess of the first eleven overtime hours in a week (except overtime on a Holiday). Pay at double time.

or

c.) <u>Overtime on a Holiday</u>. Pay at double time and one-half. (See paragraph 4.02 for instructions on compensation for time worked on a Holiday).

3. <u>For part-time employees</u>, authorized overtime in excess of 7-1/2 hours in any one day or 37-1/2 hours in any one week shall be paid for at the appropriate overtime rate as provided in paragraph 3.01A.2.

4. <u>Temporary employees</u> will receive payment at time and one-half for overtime hours worked after thirty seven and one half (37 1/2) hours.

B. Computation - When overtime is to be paid for at time and one-half, double time or double time and one-half, as appropriate, it shall be expressed to the next higher quarter of an hour after computation, for example: time worked, 45 minutes x 1 1/2 equals 67.5 minutes and should be expressed as 1.25 hours to be paid for; time worked, 75 minutes x 1 - 1/2 equals 112.5 minutes and should be expressed 2 hours to be paid for.

# 3.02 Sunday Work

Regular employees shall be paid time and one-half for scheduled hours worked on Sunday. Employees who are excused with pay during scheduled hours on Sunday shall be paid at straight time for the excused absence.

# 3.03 Differentials for Evening and Night Work

A. Differentials for evening and night work shall be paid in accordance with Paragraph 3.19 of the General Wage and Working Practices.

B. Temporary Changes in Assignments

1. <u>Change to Evening or Night Tour</u> - An employee temporarily assigned to an evening or night tour of duty, shall receive time and one-half for the changed tour for the first evening or night so worked, and if assigned to work continuously thereafter for a period of one evening or night or more shall receive the nightly differential for each evening or night so worked.

2. <u>Change to Day Tour</u> - When the needs of the business require that an employee be temporarily changed from an evening or night tour to a day tour of duty, without 48 hours notice, shall receive time and one-half for hours worked outside of the normal tour for the first tour changed.

3. <u>Change to an Evening or Night Tour Outside of the Basic Work Week</u> – An employee temporarily assigned to an evening or night tour of duty outside of the basic work week shall be paid time and one-half for the hours outside the basic work week for the first evening or night so worked, and each night following if less than one (1) week. If assigned to work for a period of more than one week, the employee shall receive the nightly differential for the hours outside the basic work week. When the total hours worked within and outside the basic work week hours exceeds eight or seven and one-half, appropriate overtime treatment shall apply. During such period there shall be no compensation for hours not worked within the normal tour of duty.

C. <u>Christmas and New Year's Eves Differentials</u> - Employees scheduled to work on Christmas or New Year's Eves (i.e., December 24 and 31) shall be paid in

accordance with these Practices and in addition, shall be paid a differential of one hour's straight-time pay for each hour worked between 6:00 P.M. and 12:00 midnight.

# 3.04 - Peer Training

The Company may, if business needs require, designate a qualified bargaining unit employee to assist in or conduct formal classroom training or provide other special training conducted apart from normal working activities. An employee so designated may also, if possible, continue to perform their usual work functions during such assignments. Management will assign employees to be Peer Trainers from a list of solicited volunteers whom the Company determines are qualified based on job knowledge within a specific skill set and who are available for such assignment. In no event shall such employees assigned as Peer Trainers have any involvement in discipline, progression increases, performance evaluations or making judgments regarding other employees' performance, nor shall such assigned employees have access to personnel folders, payroll records or other personnel-related documents or reports.

Employees assigned as Peer Trainers will be assigned for no less than one (1) full session nor more than sixty-five (65) work days during a twelve (12) month period, inclusive of any assignments to Performing Support Functions, regardless of the number of assignments. An employee assigned as a Peer Trainer will receive a special compensation payment of no more than a total of seven dollars and fifty cents (\$7.50) per session.

# 4. HOLIDAY PRACTICES

# 4.01 General

When a Company-recognized holiday falls on a scheduled working day, all regular employees shall be given the day off with pay provided unusual conditions do not require that they work on that day. When the holiday falls on a day that such employees are not scheduled to work, they shall be assigned a day off with pay, on some other day, generally within their schedule for that week except, that if the holiday falls on Saturday, the preceding day, Friday, shall be designated as the holiday. The assigned day off will then be considered as the holiday and if such employees are required to work on that day, compensation shall be in accordance with paragraph 4.02. All part-time employees shall receive holiday pay.

# 4.02 Compensation For Time Worked

A. <u>Full-Time Employees</u> - Full-time employees whether scheduled or called in to work during their normal working hours on a Company-recognized holiday shall be paid at the rate of time and one-half for time worked in addition to the normal day's pay for the holiday. Time worked outside of normal working hours shall be paid at the rate of double time and one-half whether scheduled or called in. Minimum work time shall apply as provided in 3.17 of the General Wage and Working Practices.

B. Part-Time Employees - All part-time regular employees shall receive holiday pay.

1. Part-time employees hired prior to January 1, 1981, shall receive holiday pay treatment as follows:

a.) If the Company-recognized holiday falls on a day on which the employee is normally scheduled to work, the employee shall receive holiday pay equal to their normal scheduled hours. If required to work on that day the employee shall, in addition, be paid holiday premium for the hours worked.

b.) If the Company-recognized holiday falls on a day on which the employee is normally <u>not</u> scheduled to work, the employee shall receive holiday pay equal to 1/5th of their "part-time equivalent work week."

2. Part-time employees hired on or after January 1, 1981, shall receive holiday pay treatment equal to 1/5th of their "part-time equivalent work week." If required to work on that day the employee shall, in addition, be paid holiday premium for the hours worked.

# 5. VACATIONS

See Section 5. of General Wage and Working Practices.

# 6. SICKNESS AND ACCIDENT ABSENCES

See Section 6. of General Wage and Working Practices.

# 7. EXPENSES

# 7.01 Meals

A. <u>Full-Time Employees</u> - A full-time employee shall be reimbursed for expense of the following meals under the indicated conditions. (Also see 7.01 (a) of General Wage and Working Practices.)

1. Morning Meal

Not to exceed two dollars and twenty-five cents (\$2.25) - When an employee whose tour begins at or prior to 8:00A.M. is required to work two (2) hours or more of overtime prior to the start of the tour...

2. Noon Lunch

a.) Not to Exceed \$4.00 - When working away from the home station at noon on Company business and returns the same day.

b.) Actual Expense - When working at the home station and notice of two or more hours of afternoon overtime is given on the same day the overtime is to be worked.

c.) Not to exceed four dollars (\$4.00) – When an employee whose tour ends at or after 8:00P.M. is called out or assigned to work overtime two (2) hours or more before the start of the tour.

3. <u>Supper - Not to Exceed \$9.00</u> when work time extends two hours or more beyond the regular schedule closing at the end of the day.

4. <u>All Meals - Actual Expense</u> - When away from the home station overnight on Company business except that the cost of meals at the assigned location shall not exceed \$30.00 per day for three meals when arrangements are not made by the Company. When unusual circumstances prevail, appropriate treatment shall be given.

B. <u>Part-Time Employees</u> - Supper - Not to exceed \$9 when overtime work extends for two (2) hours or more beyond the tour of duty, which does not contain a meal break of at least 20 minutes, and work ends at 7 p.m. or later.

# 7.02 Lodging and Commutation

A. General

1. In connection with overnight assignments away from the home station, an employee shall lodge or commute as determined by the supervisor based on work requirements, cost to the Company and the distance to be traveled.

2. An employee assigned to lodge away from the home station on an overnight basis or during a temporary transfer shall be reimbursed for lodging expense.

B. <u>Lodging With Relatives or Friends</u> - An employee working away from the home station who elects to lodge with a relative or friend in the working area, in preference to a hotel or boarding house, shall be reimbursed for lodging expense incurred but not to exceed 75% of the regular rates prevailing in that locality and for all actual meal expense incurred.

# 7.03 Transportation

<u>An employee called from home</u> for duty at the reporting center for a period not continuous with scheduled working hours, shall be reimbursed for transportation expense. (See 7.03 of General Wage and Working Practices.)

# 8. EXCUSED ABSENCE

See Section 8. of General Wage and Working Practices.

# 9. MISCELLANEOUS

# 9.01 Training by Seniority

All training will be done on a senior volunteer basis. In the absence of senior volunteers, inverse seniority will apply by work group.

A. Work group will be defined as: Manager group, by title, home station, or job function.

B. When all job holders are to receive the same training over a limited period of time, seniority may be waived after discussion and mutual agreement is reached between management and the appropriate Chief Steward.

# NOTES

**PLANT** 

# PLANT, SWITCHING SYSTEMS and SUPPORT SERVICES - Field and District

# 1. DEFINITIONS

# 1.01 Reserved for Future Use

# 1.02 Craft Employees

The term "craft employees" as used in these practices applies to all employees in titles previously covered by the CS Wage Progression schedules, and additionally to the title Maintenance Administrator.

# 1.03 Holiday Pay

Holiday pay is straight-time pay for a holiday tour irrespective of any compensation for work time.

#### 1.04 Overtime

Overtime for employees is work time outside of a tour or trick. For employees classified as temporary employees, overtime is work time in excess of forty hours of work time in one week.

# 1.05 Tours

(a) <u>Tour of duty</u> means the basic hours that an employee is scheduled to work in a specific day, evening or night.

- (b) <u>Holiday Tour</u> means a tour commencing on a Company-recognized holiday.
- (c) <u>Sunday Tour</u> means a tour commencing on Sunday.

#### 1.06 Trick

Trick means an employee's scheduled work week.

# 2. WORK TIME AND SCHEDULING

See 3.17 of General Wage and Working Practices for minimum work time.

# 2.01 Construction, Equipment and Switching Field Forces

Employees will not be required to work more than ten (10) hours of overtime per week from June 1 through October 31, in any payroll week except in case of emergency, long term service difficulties, or unless the employees consent to such overtime. The remainder of the year employees will not be required to work more than eight (8) hours of overtime in any payroll week except in case of emergency, long term service difficulties, or unless the employees consent to such overtime.

Part-time employees shall be required to work a prorated percentage of the mandatory requirement as indicated below:

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24 – 29 hours/week	75%
17 – 23 hours/week	50%
9 – 16 hours/week	25%
8 or less hours/week	0%

(a) <u>Tours and Basic Work Weeks – General</u> - The normal tour of duty for construction, equipment and switching systems craft field forces and Maintenance Administrators shall be eight (8) hours, and for office and clerical employees shall be seven and one-half (7 ½) hours.

Forty hours or thirty-seven and one-half as appropriate, divided normally into five tours for any five days of the week, shall constitute a basic work week for these forces. However, in order to secure adequate coverage over the entire week to safeguard the service under normal conditions, it is necessary to arrange the hours of work for certain occupations in fixed basic work weeks covering more than five days of the week, but such basic work weeks shall not be for more than forty, or thirty-seven and one-half hours, as appropriate, nor shall any tour of such basic work weeks be for less than four or three and one-half hours respectively.

#### (b) Scheduling and Assigning Basic Work Weeks

(1) <u>Cable Splicing, Equipment and Switching Systems Forces</u> - In order that the necessity of adequate coverage may be met as uniformly as possible in all cases, basic work weeks are established for all equipment, switching systems and cable splicing forces, based on the requirements of the business. Equipment and switching systems force basic work weeks vary with exchanges and are set up on charts, showing the days of the week and the hours of the day comprising each basic work week to be applied in each exchange. Basic work weeks for cable splicing forces are set up on a chart.

(2) For equipment and switching systems forces the local supervisor shall designate the basic work week to be worked. The Supervisors responsible shall prepare a schedule of basic work weeks assignments for a minimum of the two (2) ensuing months for each labor group under their direction. For cable splicing forces the immediate splicing supervisor shall designate the basic work weeks to be worked. In the preparation of schedules and the assignment of basic work weeks to employees, careful consideration shall be given to individual preferences which is consistent with work requirements and agreeable to the employee group involved, as well as to the following:

(a) The provision of coverage as required, including Saturdays, Sundays, Company-recognized holidays and vacations without resorting to overtime.

(b) The provision of a sufficient force to care for peak workloads with a minimum of overtime.

#### (c) Work Schedules

(1) Basic work week schedules will be developed by each work group utilizing historical and forecasted data to determine coverage requirements. Once coverage requirements are known, work week schedules will be assigned to qualified employees by management using one of the methods set forth below. Voluntary trick study teams may be used to develop the work schedule to meet the coverage requirements that have been determined by management. Historical and forecasted data will be made available semi-annually to the Vice Presidents Plant-CWA Local 1298 as soon as practical. Work schedules will be in accordance with below paragraph (a) for center operations work groups. For other workgroups, each work group will select option (a) or (b) by a majority vote.

(a) For each schedule, employees in the work group will select, by seniority, a fixed work schedule, which may include Alternative Work Schedules (AWS), or they will be assigned to a fixed work week schedule by inverse seniority; or

(b) The majority of the employees in the work group will decide on one of the following two (2) coverage options:

- Rotating of weekly coverage requirements among all group members; or
- Selecting by seniority from the available fixed work week schedules, which may include Alternative Work Schedules (AWS), based on coverage requirements, with the remainder of the coverage requirements shared on a weekly rotating basis.

(2) Employees in all work groups may swap daily and/or weekly schedules with other qualified employees in the same work group.

(3) Employees hired or transferred into plant job titles between August 8, 1992 and September 17, 1998 who were assigned or who selected a fixed work week schedule can choose to remain on that schedule unless they transfer or, they may change their current schedule by participating in the regular scheduling process used by their work group as described above.

(d) The selection of trick assignments for weeks in which a Companyrecognized holiday falls on any day from Monday to Friday inclusive, so that a regular tour of duty on the holiday is scheduled for each employee.

(3) The scheduled trick for Plant Equipment, Switching Systems and Construction Craft field occupations not covered by published trick charts shall be eight hours per day between 7:00 A.M. and 5:00 P.M. from Monday to Friday inclusive unless notice of a change is given as prescribed in 2.05.

(4) Office and Clerical Employees in Plant Equipment and Switching Systems organizations shall be scheduled for seven and one-half hours per day from Monday to Friday inclusive unless notice of change is given as prescribed in 2.05.

(5) Alternate Work Schedules (AWS) may consist of a compressed work week or an expanded work week. AWS options will take into consideration both customer and employee needs, as well as departmental staffing and scheduling requirements.

# Lunch Periods

(1) Generally, tours of duty of seven and one-half or eight hours duration, as appropriate, shall be divided into two equal sessions, with a one-half hour unpaid lunch break between sessions. When it is impractical to divide the tour, because of the necessity for continuous coverage, employees may be required to eat on the job during the assigned tour and in such circumstances they will be paid for working through lunch and will be given two 15 minute paid breaks. For employees authorized by the supervisor to work through lunch, the end of their normal tour of duty will be shortened by one half-hour.

(2) Employees scheduled to work a tour ending after 8:00 PM will work 7 1/2 or 8 hours, as appropriate, and will be allowed a one half hour paid meal break.

# 2.02 Reserved for Future Use

# 2.03 Support Services

Tours and Tricks - Working hours for full-time field forces are arranged in tricks of forty hours, or thirty-seven and one-half hours for those Office and Clerical employees covered by the Wage Progression Schedules. Tricks are divided into five tours of eight hours each, or seven and one-half hours each as appropriate for the clerical forces, for any five days of the week.

# 2.04 Network Services

Tours and Tricks - The tour of duty for the title of Plant Analyst covered by the Wage Progression Schedules shall be seven and one-half hours generally scheduled between 8 AM and 5 PM. Management may designate tricks which will be divided into five tours of seven and one-half hours each for any five days of the week.

# 2.05 Changes in Trick and Tour Assignments

# (a) Changes in Tricks

(1) When it is necessary to make changes in the assignment of tricks to individual employees during the six months' schedule, such changes shall be arranged and the employees affected notified as far in advance as possible. In no

case shall notice of a change of trick assignment be given later than the time specified in the following:

(a) In the case of changes necessitated by absences due to sickness or accident, or to sickness or death in the immediate family or household, or to authorized meetings of employee representatives, each employee whose assigned trick must be changed shall be notified not later than the close of the last day of the trick for the week immediately preceding.

(b) In the case of changes necessitated by unforeseen peak workloads, vacations, etc., the employee whose assigned trick is to be changed shall be notified not later than the close of the first day of the trick for the week immediately preceding.

(c) In the event of a surplus declaration that results in a loss of employees, the Company shall re-evaluate the trick schedule and determine the need to fill vacated trick assignments by the remaining employees in the work group. The Company shall first seek volunteers to cover the tricks; and in the absence of such, shall equitably distribute the necessary tricks among the remaining employees on the trick schedule.

(2) No change in trick assignments shall be made for periods other than one week or multiples thereof.

(b) Change in Tours

In crafts and clerical jobs having established evening or night tours, employees with those titles, in any location, may be changed from day tours to evening or night tours (or from evening or night tours to day tours) within the assigned trick when the needs of the business require. Whenever possible, 48 hours notice shall be given. For compensation in such cases see 3.01 (b). Compensation for evening or night assignments involving crafts and clerical jobs not normally scheduled for such assignments is covered in 3.01 (c).

# 2.06 Work in Inclement Weather

In inclement weather work under shelter shall be assigned so far as possible. Regular employees shall not lose pay provided they report for duty and perform such work as may be assigned to them. Temporary employees shall be compensated provided they are assigned to work.

# 2.07 On-Call Practice

(C) The Company may designate employees, on a weekly basis, (Tuesday 8:00 A.M. to Tuesday 8:00 A.M.), to be available in an "on-call" status to provide services which may be required. An employee designated as "on-call" shall receive one hundred seventy-five (\$175.00) dollars for each week so designated. An employee assigned to "on-call" on either a daily basis or on a Company designated holiday will receive twenty-five (\$25.00) dollars for that day.

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Employees "on-call" shall not be required to remain on premises, at home or at any other specific location, but, shall be readily available by telephone and/or other means approved by supervision.

Employees who are excused from "on-call" or who are absent because of illness will have their "on-call" allotment reduced by the appropriate rate for each day or Holiday that they are unable to perform the "on-call" duty.

Employees who have secured supervisory approval to substitute for employees unable to perform the "on-call" function because of excused absence or illness will receive the appropriate rate for each day or Holiday they are on an "on-call" status.

Employees designated as "on-call" who are called-out to provide services shall receive wage treatment in accordance with Paragraph 3.17, Appendix B, WWP, General.

# 2.08 Overall Overtime Administration

The Company will distribute overtime as fairly as practicable over the course of a year using the following administration process:

a. Scheduled overtime will be assigned based on a current year to date department/manager overtime list, which will show the number of total overtime hours, including callout hours, by each employee. Scheduled overtime is work assigned in advance to be done on an overtime basis. In such situations, the non-scheduled employees on the list who have the lowest cumulative overtime hours will be asked first to do the overtime work, provided the employee has the ability, as determined by the supervisor.

b. Unscheduled overtime (end of day) will be handled first by employees who are already on duty and have the ability, as determined by the supervisor.

c. Call outs - The procedure described above for scheduled overtime (a) will be followed; however, only those employees who have indicated their availability for the week will be called.

d. The Company shall not use employees from job titles outside the Plant section of the contract to perform job functions regularly assigned to employees within the Plant section of the contract without prior discussion between the Company and the Union.

EXCEPTIONS: There are current exceptions to using the overtime list including the following: Property or life threatening (i.e. Pole on vehicle), Fire alarms in the central office, fiber restoration and job continuity. Other exceptions may include procedures agreed to locally such as work assignment by a crew and/or area. (i.e. Splicing/Construction).

NOTE: There is no change to existing overtime lists or selection processes within Network Switching.

# 3. WAGE PRACTICES

See Section 4, for holiday wage practices.

# 3.01 Differentials for Evening And Night Work

(a) <u>Differentials for evening and night work shall be paid in accordance with</u> Paragraph 3.19 (a), (b), (c) and (d) of General Wage and Working Practices.

#### (b) <u>Temporary Changes in Assignment - Non-Exempt Employees</u>

(1) <u>Change to Evening or Night Tour</u> - An employee who is temporarily changed from day to evening or night tours of duty without the notice required for a trick change to take the place of one previously so assigned, shall receive time and one-half for the changed tour the first night and if assigned to work continuously thereafter for a period of one night or more shall receive the nightly differential for each night so worked. During such a period there shall be no compensation for hours not worked within the normal tour of duty.

(2) An employee who is temporarily changed from day to evening or night tours of duty without the notice required for a trick change because of unforeseen workload, special assignment, etc., shall receive time and one-half for hours worked outside of the normal tour for each tour changed; when the total hours worked within and outside the normal tour exceed eight, or seven and one-half for Plant Equipment and Switching Systems Office and Clerical employees, overtime treatment shall apply to the hours exceeding eight or seven and onehalf as appropriate. During such a period there shall be no compensation for hours not worked within the normal tour of duty.

(3) <u>Change to Day Tour</u> - An employee who is temporarily changed from an evening or night tour to a day tour of duty, without notice required for a trick change to take the place of one previously so assigned, shall receive time and one-half for hours worked outside of the normal tour for the changed tour the first day.

(4) An employee who is temporarily changed from an evening or night tour to a day tour of duty without the notice required for a trick change because of unforeseen workload, or special assignment shall receive time and one-half for hours worked outside of the normal tour for each tour changed.

(c) <u>Employees in Jobs Not Having Established Evening or Night Tours</u> - When employees in positions other than those with established evening or night tours are required to work tours of duty any part of which falls between the hours of 7:00 P.M. and 6:00 A.M. for a period of more than one week, and the duration of the assignment is known before the start of the job, they shall receive the nightly differential for each night worked. If the assignment is for one week or less, or the duration of the assignment is not known to be beyond one week at the start of the job, time and onehalf shall be paid for the hours outside the normal tour of duty. When the total hours worked within and outside the normal tour exceeds eight, or seven and one-half, appropriate overtime treatment shall apply to the hours exceeding eight or seven and one-half, as applicable. During such a period there shall be no compensation for hours not worked within the normal tour of duty. (d) <u>Christmas and New Year's Eves Differentials</u> - Employees scheduled to work on Christmas or New Year's Eves (i.e., December 24 and 31) shall be paid in accordance with these Practices, and in addition, shall be paid a differential of one hour's straight-time pay for each hour worked between 6:00 P.M. and 12:00 midnight

# 3.02 Holiday Tours

For work time during holiday tours non-exempt employees shall be paid at the rate of time and one-half.

# 3.03 Overtime

(NOTE: Overtime will be recorded and compensated in one minute increments upon the implementation of payroll system changes necessary to effect one-minute time recording practices. These changes will be implemented no earlier than January, 2015.)

#### (a) <u>Full-Time Regular Employees.</u>

(1) Compensation - For all Plant job titles - No compensation shall be allowed for overtime which does not exceed fifteen minutes. When overtime extends beyond fifteen consecutive minutes it shall be compensated for as indicated:

(a) <u>First eleven overtime hours per week</u> - Pay at time and one-half except on holidays pay at double time and one-half.

or

(b) In excess of eleven overtime hours per week - Pay at double time, except on holidays pay at double time and one-half.

or

(c) On a Holiday - Pay all overtime at double time and one-half.

(2) <u>Computation</u> - When overtime is to be paid for at time and one-half, double time or double time and one-half, as appropriate, it shall be expressed to the next higher quarter of an hour after computation, for example: time worked 45 minutes X 1-1/2 equals 67.5 minutes and should be expressed as 1.25 hours to be paid for; time worked, 75 minutes X 1-1/2 equals 112.5 minutes and should be expressed as 2 hours to be paid for.

(3) <u>After Reporting Off Duty</u> - When an employee is required to work overtime after reporting off duty but before leaving the premises or the adjacent thoroughfare, payment shall be at the appropriate overtime rate from the time the employee reported off duty until the end of the overtime assignment. However, if the employee has left the premises or the adjacent thoroughfare, the conditions relating to minimum work time as provided in 3.17 of the General Wage and Working Practices shall apply.

(b) <u>Part-Time Employees</u> - Overtime compensation shall be paid to part-time employees as follows:

(1) Up to seven and one-half, seven and three-quarters or eight hours of work time in one day, as appropriate, or thirty-seven and one-half, or forty hours of work time in one week (excluding holidays) - pay at straight time.

or

(2) First eleven overtime hours in excess of seven and one-half, seven and three quarters or eight hours of work time in one day, as appropriate, or thirty-seven and one-half, thirty-eight and three-quarters or forty hours of work time in one week (excluding holidays) pay at time and one-half.

or

(3) In excess of eleven, time and one-half or double time and one-half hours of overtime work in one week - pay at double time. (See 4 below.)

or

(4) On a holiday - Overtime beyond seven and one-half, seven and threequarters or eight hours of work time, as appropriate, pay at double time and onehalf.

(c) <u>Temporary</u> employees will receive payment at time and one-half for overtime hours worked after forty (40) hours of work time in any one week.

# 3.04 Special Compensation

(a) <u>Performing Support Functions</u> - See 3.22 of the General Wage and Working Practices.

(b) <u>Outside Plant Technician Acting As Head of Construction Gang</u> - When a construction unit of more than <u>three</u> Outside Plant Technicians is to be without a supervisor for a session, an Outside Plant Technician shall be assigned to act as the responsible head of the unit during this absence. On such occasions this Outside Plant Technician shall be paid special compensation of seven dollars and fifty cents (\$7.50) per session for such duty.

(c) <u>Outside Craft Employees Assigned As Instructor</u> - When an Outside Craft employee other than one normally engaged in training other employees is assigned as an instructor in an approved plant school held in quarters separate from those in which normal plant operations are being performed, a special compensation of seven dollars and fifty cents (\$7.50) per session shall be paid for such duty.

The assignment to instructor will be made on a rotational basis by seniority from those employees who volunteer and who the Company determines are qualified and available for such assignment.

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(d) <u>Inside Craft and Clerical Assigned As Peer Trainer</u> - The Company may, if business needs require, designate a qualified bargaining unit employee to assist in or conduct formal classroom training or provide other special training conducted apart from normal working activities. An employee so designated may also, if possible, continue to perform their usual work functions during such assignments. Management will assign Peer Trainers from a list of solicited volunteers whom the Company determines are qualified based on job knowledge with a specific skill set and who are available for such assignment. An employee assigned as a Peer Trainer will receive a special compensation of no more than a total of seven dollars and fifty cents (\$7.50) per session.

Employees will be assigned for no less than one full session nor more than sixtyfive (65) work days per assignment. In no case shall an employee be assigned for a total of more than sixty-five (65) work days in a twelve (12) month period, inclusive of any assignments to Performing Support Functions, regardless of the number of assignments.

In no event shall such assigned employee have any involvement in discipline, progression increases, performance evaluations or making judgments regarding other employees' performance, nor shall such assigned employee have access to personnel folders, payroll records or other personnel-related documents or reports.

# 3.05 Reserved for Future Use

# 3.06 Reserved for Future Use

# 3.07 Sunday Tours

For work time during Sunday tours, employees shall be paid at the rate of time and one-half. Employees who are scheduled to work a Sunday tour but who are excused with pay shall be paid at straight time.

# 4. HOLIDAY PRACTICES

# 4.01 Regular Full-Time Employees

(a) <u>Holiday Falling On Any Day Monday Through Friday</u> - Trick assignments for weeks in which a Company-recognized holiday falls on any day from Monday to Friday inclusive, shall provide for a tour of duty on the holiday for each regular fulltime employee. The holiday shall be the equivalent of the longest tour in the employee's trick for the holiday week. All such employees shall be paid holiday pay, but only those necessary to meet the needs of the business shall be required to work. However, if an employee is absent without permission on the scheduled working day immediately preceding or following such a holiday, the employee shall not be paid for the holiday, unless the circumstances are such as to warrant a recommendation by the supervisor for payment.

(b) <u>Holiday Falling on Saturday</u> - When a Company-recognized holiday falls on Saturday, holiday treatment shall be accorded those employees who are scheduled for coverage on that day. For all other eligible employees, the preceding day, Friday or Thursday for such employees scheduled Sunday through Thursday shall be the designated holiday. Should an employee be required to work on the designated holiday, compensation shall be in accordance with paragraph (c) which follows:

(c) <u>Work on Holiday Within Trick</u> - When according to the needs of the business a regular employee is scheduled to work the tour of duty on a holiday which falls within the assigned trick for the week, the employee shall receive pay at time and one-half for work time within the tour in addition to holiday pay, and double-time and one-half for work time outside of the tour. If, after reporting for duty, an employee desires to be excused for any part of a tour, such time shall be granted without pay, conditions of work permitting. If it is subsequently necessary, at any time within the tour, to recall an employee so excused, compensation shall be as follows; time and one-half for the actual time worked after being recalled, during hours within the tour, and double time and one-half for the actual time worked outside of the tour. In such cases minimum time shall not apply as in the case of a callout, nor shall the travel time occasioned thereby be classified as work time. However, if called out at a time beyond the normal tour, the conditions relating to minimum work time as provided in 3.17 of General Wage and Working Practices shall apply.

#### 4.02 Reserved for Future Use

#### 4.03 Reserved for Future Use

#### 4.04 Part-Time Employees

All part-time employees shall receive holiday pay.

(1) Part-time employees hired prior to January 1, 1981, shall receive holiday pay treatment as follows:

(a) If the Company-recognized holiday falls on a day on which the employee is normally scheduled to work, the employee shall receive holiday pay equal to their normal scheduled hours. If required to work on that day the employee shall, in addition, be paid holiday premium for the hours worked.

(b) If the Company-recognized holiday falls on a day on which the employee is normally <u>not</u> scheduled to work, the employee shall receive holiday pay equal to 1/5<sup>th</sup> of their "part-time equivalent work week."

# 5. VACATIONS

See Section 5. of General Wage and Working Practices.

#### 5.01 Vacations

All employees except those assigned to a fixed work week schedule which includes Saturday as part of the basic work week will be granted the Saturday off before their scheduled vacation, if so desired. Employees on a fixed work week schedule which includes Saturday as part of the basic work week may swap their scheduled Saturday before their vacation with another qualified employee in the same work group to obtain the Saturday off before their vacation.

# 6. SICKNESS AND ACCIDENT ABSENCES

See Section 6. of General Wage and Working Practices.

#### 6.01 Short Period Sickness

(a) Regular Full-Time Employees shall receive payment for time off duty occasioned by short period sickness in accordance with Paragraph 6.01 of General Wage and Working Practices.

(1) <u>Regular Part-Time Employees shall receive payment for time off duty</u> occasioned by short period sickness under the conditions specified below. (Also see paragraph 6.01 (c).)

(C) (a) Employees hired or rehired after April 9, 2016:

- (i) More Than One Year of Service Shall receive normal pay for five (5) scheduled work days during their service year; in each case of sickness, payment to begin after the second consecutive full day of absence due to sickness on a scheduled working day.
- (C) (b) Employees hired or rehired on or before April 9, 2016:

(i) <u>More Than One But Less Than Two Years' Service</u> - Shall receive normal pay for five scheduled working days during their service year; in each case of sickness, payment to begin after the second consecutive full day of absence due to sickness on scheduled working days.

(ii) <u>Two But Less Than Five Years' Service</u> - Shall receive normal pay for ten scheduled working days during their service year; in each case of sickness, payment to begin after the first full day of absence due to sickness on scheduled working days.

(iii) <u>Five or More Years' Service</u> - Shall receive normal pay for ten scheduled working days during their service year; in each case of sickness, payment to begin on the first day of absence due to sickness on scheduled working days.

In no case shall short period sickness payments be made for that portion of the absence which extends one full day or more beyond seven consecutive calendar days. Such absence shall be classified as extended illness. (See 6.02 of General Wage and Working Practices.)

(b) <u>Payments Based on Scheduled Hours</u> - short period sickness payments for absence due to illness on a scheduled working day will be based on the number of work hours scheduled for that day.

(c) <u>Consideration of Payment For Absence Beyond Ten Days</u> - It is understood that consideration will be given to payment for necessary incidental sickness absence beyond ten days in a service year, where the circumstances warrant.

Important factors in such cases would be the past record of attendance and the length of service.

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

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

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

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

# 7. EXPENSES

#### 7.01 Meals

(a) <u>Craft Full-Time Employees</u> (Refer to 7.01 (b) for Full-Time Employees other than Craft and 7.01 (c) for part-time employees; also see 7.01 (a) of General Wage and Working Practices).

Meal expenses are not an allowance but are intended only to reimburse employees for such expenses incurred up to amounts indicated below. Meal expenses shall not be granted in any case when employees are allowed sufficient time off duty to go home for their meals. When meals are paid for, time off duty occasioned thereby shall not be paid for.

(1) Noon Lunch - Not to Exceed \$4.00

(a) When overtime work extends for two hours or more beyond the day's schedule which was to end with the morning session.

(b) When notified after the normal tour of duty of the preceding day that they will be required to work on a day on which they are scheduled not to work.

(c) When an employee whose tour of duty includes a lunch period of one hour or more and who normally goes home to lunch when working at the home station, is assigned to work away from the home station.

(d) When assigned to and participating in off the job (away from the normal reporting center) formal training where the schedule includes a lunch period. In addition, reimbursement will be allowed at an employee's regular reporting center when the training is being concurrently attended by employees from other reporting centers. (e) When an employee whose tour ends at or after 8 P.M. is called out or assigned to work overtime two (2) hours or more before the start of the tour.

(2) Supper - Not to Exceed \$9.00.

(a) When overtime work extends for two (2) hours or more beyond the end of the tour of duty.

(b) When overtime worked on a non-scheduled day is ten (10) or more hours and work ends at 7 P.M. or later.

(3) <u>Midnight Lunch - Not to Exceed \$1.00</u> - When assigned to a day tour and required to work overtime from the end of the normal tour continuously beyond midnight.

(4) <u>Morning Meal After All Night Overtime - Not to Exceed \$2.25</u> - When assigned to a day tour and required to work overtime from the end of the normal tour continuously beyond midnight and the work is to continue beyond 6:00 A.M.

(b) <u>Full-Time Employees Other Than Craft</u> (Refer to 7.01 (a) for Full-Time Craft Employees and to 7.01 (c) for part-time employees; also see 7.01 (a) of General Wage and Working Practices.)

Meal expenses shall not be granted in any case when employees are allowed sufficient time off duty to go home for their meals. When meals are paid for, time off duty occasioned thereby shall not be paid for. Employees other than craft shall be reimbursed for reasonable meal expense incurred subject to the conditions and limitations indicated below.

(1) Noon Lunch

(a) When working at their home stations, only in case of overtime work extending for two hours or more beyond the day's schedule which was to end with the morning session and notice of such overtime is given during the morning session.

(b) When working away from their home stations at noon not to exceed \$4.00.

(c) When an employee whose tour ends at or after 8:00 P.M. is called out or assigned to work overtime two (2) hours or more before the start of the tour.

(2) <u>Supper - Not to Exceed \$9.00</u> - When overtime work extends two hours or more beyond the tour of duty.

(c) <u>Part-Time Employees</u> - Supper- Not to exceed \$9 when overtime work extends for two (2) hours or more beyond the tour of duty, which does not contain a meal break of at least 20 minutes, and work ends at 7 P.M. or later.

# 7.02 Lodging and Commutation

(a) <u>Selection of Commutation or Lodging Plan</u> - When employees (except Temporary) are assigned temporarily away from their home stations to work or attend a training class, the supervisor shall estimate the cost of lodging and commuting and shall authorize either of the Plans, as covered in paragraphs (b) and (c) following, after careful consideration of the needs of the business and economy.

(b) <u>Commutation Plan</u> - When employees are authorized to commute daily, they shall be entitled to:

(1) Meal Expense - In accordance with 7.01 of these Practices;

(2) Transportation Expense - In accordance with 7.03 of General Wage and Working Practices;

(3) Travel Time - In accordance with 2.01 (b), (2) and 2.02 of General Wage and Working Practices.

(c) <u>Lodging Plan</u> - When employees are authorized to lodge away from their home stations they shall be entitled to:

(1) Cost of lodging at the assigned location;

(2) Cost of meals at the assigned location not to exceed \$30.00 per day for three meals when arrangements are not made by the Company. When unusual circumstances prevail, appropriate treatment shall be given;

(3) Transportation expense at the beginning and end of the assignment;

(4) Travel time at the beginning and end of the assignment;

(5) Travel time and travel expense for a trip to the home station and return to the job on weekends when the assignment is for more than one week and the Company prefers that lodging and meal expense shall cease over weekends;

(6) The following expenses when, at their own initiative, they return to their homes at weekends and holidays, provided they return to the job prior to the starting time on the next work day and the board and lodging expense ceases during their absence:

(a) Supper at the close of the last work day before the weekend or holiday and breakfast the beginning of the next work day provided these meals are procured at the board location. (Meals on the way from and to the board location shall not be paid for by the Company);

(b) An allowance for transportation at public utility fare rates, from the job to home and return, but not in excess of the fare from job to home station and return.

# PLANT

(7) Authorization to return to their homes daily in preference to lodging if they so prefer and the conditions of work permit, provided the cost of travel time will not exceed the cost of the lodging plan. If the cost of travel time is less than the cost of the lodging plan the difference shall be applied toward reimbursement for expenses as provided in the commutation plan, reference 7.02 (b), but no expense shall be paid in excess of this amount.

(8) The privilege of electing to lodge with a relative or friend in the area in which they are working in preference to a hotel or boarding house. In such cases employees shall be reimbursed for lodging expense incurred but not to exceed 75% of the regular rate prevailing in that locality, and for actual meal expense not to exceed \$25.00 per day for the three meals.

(9) Continuation of board and lodging expenses when absent from duty because of accident or sickness disability for a period not to exceed one week. If the disability continues for a longer period than one week:

 (a) employees shall return to their home station if possible and board and lodging expenses shall cease;

(b) if the disability is of such a character that employees are unable to return to their home station, board and lodging expenses will continue until the employees are able to return home or resume regular duties.

# 8. EXCUSED ABSENCE

See Section 8. of General Wage and Working Practices.

# 9. MISCELLANEOUS

# 9.01 Accident Prevention

(a) <u>Teaching Safety In Performance of Work</u> - The safety of the employee is of first importance to the Company and every employee, particularly new employees, shall be taught the safe way to perform their work, not only by the supervisor, but also fellow employees.

(b) An Environment, Health and Safety Guide has been prepared to give employees a thorough knowledge of the causes of accidents and the manner in which they may be avoided. This Guide shall be available to each Plant employee and they shall familiarize themselves with the rules relating to their occupation as quickly as possible.

(c) <u>Pole Climbing</u> - Employees who are required by the nature of their job to climb poles shall be instructed in safe methods of climbing regardless of whether their assignment requires work aloft steadily or only occasionally. Employees shall not be assigned to work aloft until they have demonstrated ability to climb before a qualified instructor, who shall certify the fact to the office of the Plant Supervisor - Training.

(d) <u>First Aid/CPR</u> - All employees in Outside Plant Work shall pass First Aid/CPR certification during initial training.

(e) <u>Outside Work in Severe Weather Conditions</u> - Certain work directly concerned with service to the public, such as repair and appointment installation work, must be done even when weather conditions are sufficiently severe to stop other types of work. Severe weather conditions will be determined by the Company. The Company will consider heavy rain and/or heavy snow and/or excessive cold/hot weather. However, the Company will not require employees to be exposed to prolonged periods of extreme cold without sufficient warm-up time. Outside work will not be assigned when conditions are so severe that the work cannot be done safely. When assigned to such work in wet weather employees will be supplied with coats, hats, and boots, if required.

# 9.02 Tools

(a) <u>Issuance of Tools</u> - Tools used by individual employees, including mechanics, shall be issued directly to and signed for by them; other tools, such as those usually used in common by groups of employees, will be issued to and signed for by the supervisor.

(b) <u>Lost Tools</u> - An employee generally shall not be expected to reimburse the Company for lost tools, provided the facts are reported immediately to the supervisor and the loss did not result from undue negligence.

- (c) Employees shall reimburse the Company for the present value of lost tools if:
  - (1) the loss results from undue negligence;
  - (2) the employee's record indicates a frequent loss of tools in the past;
  - (3) the loss has not been reported promptly upon discovery.

(d) The present value shall be determined by the immediate supervisor and approved by the director. Ordinarily one-half the original cost of the tools shall be collected; however, if it is the opinion of the local supervisor that circumstances warrant doing so, an increase or reduction in this amount may be recommended.

# 9.03 Work Clothes

The Company will provide for furnishing and laundering work clothes for Motor Equipment Inspector-Maintainers.

# 9.04 Training

1. All training courses will be designated as either required Core training or Specialized training.

Core training will be designated for all training which, based on work load volume requires greater than 75% of the employees in a work group to be trained. All other training will be designated as Specialized. Changes in

# PLANT

technology and market demand may move training courses from Specialized to Core training and vice versa.

2. All company required Core training will be done on a senior volunteer, inverse seniority basis by work group.

(a) A work group will be defined as a manager group by title by home station.

(b) For an employee to be eligible for training being offered any required prerequisite training should be successfully completed.

(c) Training will be completed on a pass/fail basis. An employee who does not meet the passing requirement or elects not to attend a training course will go to the end of their respective training seniority list for the course.

(d) When all job holders are to receive the same training over a limited period of time, seniority may be waived after discussion and mutual agreement is reached between management and the appropriate Chief Steward.

3. Specialized training will be scheduled for employees based on business needs, work assignments, customer requirements and reporting center. Supervisors will select employees for specialized training based on established selection criteria and make an effort to distribute Specialized training within the work group in a fair and equitable manner consistent with the above requirements. In a situation where Specialized training is limited and a choice must be made between two or more employees who meet the selection criteria equally, the selection will be made on the basis of seniority. For job titles in which Specialized training is designated, the selection criteria for specialized training will be established and communicated to the employees on that job title.

4. For each employee in a job title in which Specialized training is designated, a Training and Development review will be conducted annually in February and reviewed with appropriate Chief Steward upon completion.

5. On an annual basis in work groups in which Specialized training is designated, the responsible Director-Network Services/Managers, Business Agent(s)-Plant/Chief Stewards as appropriate will meet to review and discuss Core versus Specialized training curricula, and selection criteria for Specialized training.

# 9.05 Reserved for Future Use

# **APPENDIX C**

# Appendix C

Reserved for Future Use

# **APPENDIX D**

# AT&T East Wage Schedules Effective 8-13-17

Wage	Sched Entry Step .5	V \$ 714.10 \$ 1,048.30	VM \$ 892.40 \$ 1,309.60	VN \$ 948.80 \$ 1,392	VS \$ 660.10 \$ 907	WN \$ 1,011.90 \$ 1,484	WO \$ 1,078.10 \$ 1,582	\$ 714.10 \$ 1,085	H \$ 794.80 \$ 1,207.50	\$ 752.60 \$ 1,143	C \$ 967.30 \$ 1,419	E \$ 761.90 \$ 1,157			Sched Entry Step .5
	Step 1	.30 \$ 1,204.50	.60 \$ 1,504.80	392.10 \$ 1,599.80	907.90 \$ 1,043.50	484.90 \$ 1,706.20	582.20 \$ 1,818.30	085.30 \$ 1,247.30	.50 \$ 1,388.20	143.20 \$ 1,313.80	419.30 \$ 1,631.20	157.60 \$ 1,330.40			5 Step 1
	Step 2	\$ 1,290.50 \$	\$ 1,612.60 \$	\$ 1,713.10 \$	\$ 1,117.90 \$	\$ 1,828.10 \$	\$ 1,948.30 \$	\$ 1,336.20 \$	\$ 1,487.70 \$	\$ 1,406.60 \$	\$ 1,747.70 \$	\$ 1,425.00 \$		1	Step 2
	Step 3	\$ 1,382.20 \$	\$ 1,727.50 \$	\$ 1,836.10 \$	\$ 1,197.90 \$	\$ 1,958.20 \$	\$ 2,086.60 \$	5 1,431.10 \$	5 1,593.10 \$	\$ 1,507.20 \$	\$ 1,872.20 \$	\$ 1,527.20 \$	AT		Step 3
3.00%	Step 4	1,480.20	1,850.20	1,966.60	1,282.40	2,097.50	2,235.30	1,532.50	1,706.40	1,615.00	2,005.50	1,635.50	&T East Wage Sche Effective 8-13-17 3.00%		Step 4
%	Step 5	\$ 1,585.60 \$	\$ 1,982.30 \$	\$ 2,106.40 \$	\$ 1,374.10 \$	\$ 2,247.10 \$	\$ 2,393.80 \$	\$ 1,641.50 \$	\$ 1,827.40 \$	\$ 1,730.10	\$ 2,148.00 \$	\$ 1,751.60 \$	AT&T East Wage Schedules 3.00%	1	Step 5
	Step 6	\$ 1,698.30 \$	\$ 2,122.90 \$	\$ 2,256.70 \$	\$ 1,471.40 \$	\$ 2,406.60 \$	\$ 2,563.80 \$	\$ 1,758.30 \$	\$ 1,957.00 \$	\$ 1,852.90 \$	\$ 2,300.20 \$	\$ 1,875.90 \$	<i>1</i> 0		Step 6
	Step 7	5 1,818.90 \$	\$ 2,273.50 \$	\$ 2,416.10 \$	1,575.80	\$ 2,577.40 \$	\$ 2,746.00 \$	\$ 1,883.50 \$	\$ 2,096.20 \$	5 1,984.40 \$	\$ 2,463.70 \$	\$ 2,009.30 \$			Step 7
	Step 8	\$ 1,948.10	\$ 2,434.50	\$ 2,587.70	\$ 1,688.10	\$ 2,759.90	\$ 2,940.50	\$ 2,016.90	\$ 2,244.90	\$ 2,125.30	\$ 2,638.30	\$ 2,151.60			Step 8
	Step 9	\$ 2,086.10	\$ 2,607.10	\$ 2,770.70	\$ 1,807.90	\$ 2,955.50	\$ 3,149.10	\$ 2,159.90	\$ 2,403.60	\$ 2,275.60	\$ 2,825.50	\$ 2,304.00		1	Step 9
	Step 10	\$ 2,324.00	\$ 2,904.50	\$ 3,087.60	\$ 2,026.50	\$ 3,293.30	\$ 3,508.30	\$ 2,406.20	\$ 2,677.60	\$ 2,536.10	\$ 3,148.10	\$ 2,630.30		:	Step 10

# AT&T East Wage Schedules Effective 2-04-17

#### WAGE SCHEDULES

#### WAGE SCHEDULES

#### D. AT&T EAST WAGE SCHEDULES

		Step 6 Step 7 Step 8 Step 9 Step 10	i 1,755.50 \$ 1,889.00 \$ 2,032.60 \$ 2,186.80 \$ 2,447.60	; 2,194.40 \$ 2,361.10 \$ 2,540.20 \$ 2,733.00 \$ 3,058.90	: 2,332.70 \$ 2,509.20 \$ 2,700.00 \$ 2,904.50 \$ 3,251.80	: 1,521.00 \$ 1,636.50 \$ 1,761.30 \$ 1,895.20 \$ 2,134.30	: 2,487.60 \$ 2,676.70 \$ 2,879.70 \$ 3,098.20 \$ 3,468.40	; 2,650.10 \$ 2,851.80 \$ 3,068.20 \$ 3,301.20 \$ 3,694.80	i 1,817.60 \$ 1,956.10 \$ 2,104.40 \$ 2,264.20 \$ 2,534.20	; 2,023.00 \$ 2,176.90 \$ 2,342.30 \$ 2,519.70 \$ 2,820.00	; 1,915.30 \$ 2,060.90 \$ 2,217.60 \$ 2,385.50 \$ 2,671.00	; 2,377.70 \$ 2,558.70 \$ 2,752.90 \$ 2,962.00 \$ 3,315.50 .	1 030 10 1 C 2 7 1 C 2 2 1 C 0 C C 2 2 1 C 2 7 2 0 2 C 2 2 7 2 0 2 C 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
%		Step 5	1,631.30 \$	2,039.40 \$	2,167.20 \$	1,413.70 \$	2,311.90 \$	2,462.90 \$	1,688.90 \$	1,880.10 \$	1,780.00 \$	2,209.90 \$	1 BU2 10 C
2.23%		Step 4	\$ 1,515.70 \$	\$ 1,894.60 \$	\$ 2,013.80 \$	\$ 1,313.20 \$	\$ 2,147.80 \$	\$ 2,289.00 \$	\$ 1,569.30 \$	\$ 1,747.40 \$	\$ 1,653.70 \$	\$ 2,053.60 \$	¢ 1 57 1 00 ¢
		Step 3	\$ 1,408.70 \$	\$ 1,760.60 \$	\$ 1,871.30 \$	\$ 1,220.90 \$	\$ 1,995.80 \$	\$ 2,126.70 \$	\$ 1,458.50 \$	\$ 1,623.70 \$	\$ 1,536.10 \$	\$ 1,908.10 \$	T 1 555 50 0
		Step 2	1,309.10 \$	1,635.80 \$	1,737.70 \$	1,133.90 \$	1,854.40 \$	1,976.30 \$	1,355.40 \$	1,509.10 \$	1,426.80 \$	1,772.80 \$	1 11E EO 0
		Step 1	1,216.10 \$	1,519.20 \$	1,615.10 \$	1,053.50 \$	1,722.50 \$	1,835.70 \$	1,259.20 \$	1,401.50 \$	1,326.40 \$	1,646.80 \$	1 212 20 C
		Step.5	1,053.40 \$	1,315.90 \$	1,398.80 \$	912.30 \$	1,491.90 \$	1,589.70 \$	1,090.50 \$	1,213.30 \$	1,148.60 \$	1,426.10 \$	1 160 00 0
		Entry	\$ 714.10 \$	\$ 892.40 \$	\$ 048.80 \$	\$ 660.10 \$	\$ 1,011.90 \$	\$ 1,078.10 \$	\$ 714.10 \$	\$ 794.80 \$	\$ 752.60 \$	\$ 067.30 \$	\$ 76100 \$
	Wage	Sched	>	٨M	٨٧	SV	MN	NO		т		υ	u

# AT&T East Wage Schedules Effective 8-11-19 2.50%

Sched Entry	X = 1     X	3 \$ WA	5 \$ NN	VS \$ 6	WN \$ 1,0	WO \$ 1,(	\$	ч В Н	s	ۍ ه	e e
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Step .5	1,055.80	1,318.90	1,402.00	914.40	1,495.30	1,593.30	1,093.00	1,216.10	1,151.20	1,429.30	1 165 RU
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1	1,221.60 \$	,526.10 \$	,622.40 \$	,058.30 \$	,730.30 \$	844.00 \$	,264.90 \$	,407.90 \$	,332.40 \$	654.30 \$	310 30 0
Step 2	1,318.00	1,647.00	1,749.50	1,141.60	1,867.00	1,989.80	1,364.60	1,519.40	1,436.50	1,784.90	1 AEE AD
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Step 3	1,421.50	1,776.60	1,888.30	1,232.00	2,013.90	2,146.00	1,471.80	1,638.50	1,550.10	1,925.40	1 570 70
S	s S	\$	\$	\$	69	сч 69	` ج	` ھ	` ھ	\$	е Ч
ten 4	1,532.90 \$	1,916.10 \$	2,036.70 \$	1,328.10 \$	2,172.20 \$	2,315.00 \$	1,587.10 \$	1,767.30 \$	1,672.50 \$	2,076.90 \$	1 602 80 ¢
Step 5	1,653.50	2,067.20	2,196.80	1,433.00	2,343.40	2,496.50	1,711.90	1,905.70	1,804.30	2,240.00	1 876 70
0,	Ь	ω	ь	ω	φ	ь	φ	ω	ω	ω	e
step 6	1,783.40	2,229.30	2,369.80	1,545.20	2,527.20	2,692.30	1,846.50	2,055.20	1,945.80	2,415.50	1 060 00 1
Step	\$ 1,92	\$ 2,40	\$ 2,55	\$ 1,66	\$ 2,72	\$ 2,90	\$ 1,95	\$ 2,21	\$ 2,05	\$ 2,60	¢ 0 10
Step 1         Step 2         Step 3         Step 4         Step 5         Step 6         Step 7         Step 8         Step	,923.30	2,404.00 \$	2,554.80	,666.30 \$	2,725.40	2,903.70 \$	,991.70	2,216.50 \$	2,098.40 \$	2,605.20 \$	0 101 GU 0
Step 8	\$ 2,074.20	\$ 2,592.20	\$ 2,755.20	\$ 1,797.30	\$ 2,938.60	\$ 3,131.00	\$ 2,147.40	\$ 2,390.20	\$ 2,263.00	\$ 2,809.20	1 2 200 00
	\$ 0	\$	\$ 0	ۍ 0	\$ 0	\$	\$ 0	\$ 0	\$	\$	e
Step 9	2,236.50	2,795.10	2,970.50	1,938.30	3,168.60	3,376.20	2,315.70	2,577.00	2,439.70	3,029.30	017010
Step 10	\$ 2,508.80	\$ 3,135.40	3333.10	\$ 2,187.70	\$ 3,555.1(	\$ 3,787.20	\$ 2,597.60	\$ 2,890.50	\$ 2,737.80	\$ 3,398.4(	C 7 220 51

## **APPENDIX E**

#### 1. General

Whenever the Company determines it appropriate to create a new job title in the Bargaining Unit or restructure an existing Bargaining Unit job title, it shall notify the President of the Union in writing. Restructure, for purposes of this Appendix, shall be limited to those situations in which the duties of an existing Bargaining Unit job title are so significantly changed by the Company that the associated job specification document ("Job Spec") no longer reflects the major functions of the restructured job. The notification shall include the job title, the new job spec for the job title, and the initial Wage Schedule for the job title. The initial Wage Schedule shall be classified as temporary until finalized as described below.

#### 2. Staffing

Following the notice to the Union, the Company may proceed to staff the Bargaining Unit job title.

#### 3. Review and Finalization

The Union shall have the right, within thirty (30) days from receipt of notice from the Company, to initiate negotiations concerning the initial Wage Schedule established as temporary by the Company.

a) If negotiations are not so initiated within thirty (30) days as outlined above, the temporary designation shall be removed and the Wage Schedule will be final. If negotiations are so initiated, and agreement is reached between the parties within sixty (60) days following the receipt of notice from the Company, at the beginning of the next bi-weekly payroll period the agreed upon Wage Schedule shall replace the Wage Schedule designated as temporary.

b) If negotiations are so initiated and the parties are unable to reach agreement within sixty (60) days following receipt of notice from the Company, the issue of an appropriate Wage Schedule shall be subject to a binding mediation process. A mediation conference shall be held as soon as possible following the conclusion of negotiations but no later than ninety (90) days from receipt of notice from the Company.

1) If agreement is reached in the mediation process, at the beginning of the next biweekly payroll period the agreed upon Wage Schedule shall replace the Wage Schedule designated as temporary.

2) If no agreement is reached in the mediation process, each party shall submit a final proposed permanent Wage Schedule to the mediator at the conclusion of the mediation conference. The mediator shall determine which of the final submissions is appropriate, taking into account the facts, discussions and arguments presented by the parties during the conference. At the beginning of the next bi-weekly payroll period the Wage Schedule designated by the mediator shall replace the Wage Schedule designated as temporary. Retroactive payment will be made if required.

c) The mediator used in the mediation processes referred to in Paragraph b) above shall be selected by mutual agreement of the parties from a list of mediators compiled by the American Arbitration Association. Such individuals on the list shall possess acknowledged expertise in the area of job evaluation. The parties will split the cost of the mediator.

# POLICIES and PROCEDURES

# Part 1

### **Policies and Procedures**

#### (C)

#### Part 1

#### I. General

A. This Transfer Plan specifies procedures to be followed in the handling of bargaining unit advancements, laterals, and downgrades to jobs in the same or different departments within the Company. An advancement is considered to be a move to another bargaining unit job title with a higher maximum basic rate of pay than the employee's present job. A lateral move is a move to the same job title in a new location or a different job title with the same maximum basic rate of pay. A downgrade is a move to another job with a lower maximum basic rate of pay.

B. Employee shall have access to available bargaining unit jobs within the Company as posted on the East Non-Management Career Opportunities page on OneStop.

C. 1. All employees may make requests for consideration to any bargaining unit job in any location provided they have met the minimum residency\* on their present title and location and have not been moved at their own request.

2. An employee may submit an unlimited number of bids for transfer. A bid shall relate to one open requisition for a specific title in a specific location.

3. Title to title location changes may be requested prior to fulfilling the residency requirement. The minimum length of time on location is twelve (12) months for a sixteen (16) month residency requirement, and fourteen (14) months for a twenty-eight (28) month residency requirement.

\* Residency is sixteen (16) or twenty-eight (28) months depending on Job Classification in Appendix A.

D. There shall be a 1-week "posting" of open vacancies for all Company-defined entities in the CareerPath process. This "posting" period will allow bargaining unit employees to bid for open jobs <u>before</u> candidate lists are drawn by Staffing to fill the vacancies. The "posting" period will run on a 7-day basis. Key process elements of this "posting" process will be as follows:

1. Staffing will "post" the job vacancies received on the East Non-Management Career Opportunities page on OneStop.

2. Jobs will be "posted" for one calendar week.

#### TRANSFER PLAN

3. Employees will have 24/7 access to the web site for bidding on open vacancies.

4. Following the closing of the job posting, Staffing will draw candidate lists for all of the vacancies "posted". The candidate lists will be comprised of bids for the "posted" jobs.

5. Responsibility to stay current on "posted" jobs will rest with the employee (there will be <u>no</u> other postings of these vacancies).

6. Staffing will secure supervisory approval for bids submitted for "posted jobs".

7. All other normal Staffing rules will remain in place (e.g. residency, seniority, qualifications, selection procedures, etc.).

E. To enable entities, such as Business Units and Departments to effectively utilize their existing forces, lateral intradepartmental force rearrangements may be made, on a permanent transfer basis, senior volunteer or inverse seniority based on the seniority net credited service date anywhere within the following Company defined entities:

Business Solutions – Global Solutions AT&T Entertainment Group Technology Development Technology Operations Purchasing and Logistics Real Estate

F. Employees who have been moved under I.E. above, will have priority in returning to the original reporting center on a seniority basis when a vacancy occurs. If the return occurs in less than one year, the original move will be considered as having been a temporary move, and the appropriate treatment under the Wage & Working Practices, Appendix B General all departments 2.02(a) and 7.03(c) will apply retroactively.

#### II. Transfer Requests

A. An employee who wishes to be considered for another job and/or location should inform supervision and submit their bids for any desired posted position. Once the candidate's list is pulled, Staffing will contact the supervisor for the employee's current job performance and attendance. Quantity and quality of work will be evaluated as either Satisfactory or Unsatisfactory. Attendance will be evaluated as either Satisfactory.

B. To assure that transfer information (employee's desires, job performance, attendance, additional training, etc.) is current, the employee will have access to their profile.

C. If during the year an employee gains additional training or experience that could bear on determining additional factors according to the Job Specification, it will be the employee's responsibility to update their profile.

#### III. Transfer Qualifications

A. Staffing will determine if the employee meets the basic qualifications for the particular job being requested and also if the employee has additional factors which indicate job related qualifications in addition to the basic qualifications. Following this review, Staffing will rate the employee as:

- a) Qualified with additional factors
- b) Qualified
- c) Not qualified

#### IV. Vacancies

A. After lateral intradepartmental force rearrangements take place, including those returning from military, anticipated disability, care of newborn children, adoptive children care leaves, and lay-offs, an Employment Requisition is forwarded to Staffing.

B. Generally Staffing will consider candidates for filling vacancies in the following sequence:

1. Employees who are declared surplus and who express interest in available positions for which they are qualified will receive priority placement before all others.

2. Honor employees or former employee "Article VII recall rights" to the vacancy's title and location in the following order. "Article VII recall rights" include "recall from layoff", "recall from involuntary re-deployment" and "buyback rights":

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

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

3. Concurrent consideration of advancement, lateral and downgrade requests from anywhere in the company.

4. Consideration of qualified employees with either less than or more than the residency requirements on the job or location.

a) Employees may self-identify for job opportunities within their entities as expressed in Part I, Paragraph E after completion of the 6 months period described in Part V, Paragraph D(1).

#### TRANSFER PLAN

5. New hires.

C. If needs of the business dictate, steps 3 through 5 may be considered concurrently.

#### V. Selection

#### A. <u>General</u>

1. After the job has been posted for a week Staffing will secure a list of candidates who submitted on the requisition.

2. When qualifications are substantially equal, the senior employee, determined based on the seniority net credited service date, will be selected.

3. There is no declination penalty associated with the employee's bid during the posting period.

#### B. <u>Staffing - Selected Jobs</u>

1. Staffing will maintain a list of those bargaining unit jobs designated as Staffing Selected Jobs.

2. Staffing will make the selection of these jobs.

#### C. Department Select Jobs

1. All bargaining unit jobs not listed as CareerPath jobs will be filled through hiring supervision.

2. Staffing will forward to hiring supervision a list of applicants for the position.

3. Hiring supervision shall notify the appropriate Business Agent before announcement of the selection is made.

4. Staffing, on request of the supervisor of an employee not selected, reports the appropriate information concerning the selection received from hiring supervision. Staffing, on request of the supervisor, also arranges for an interview with the hiring supervisor for an employee not satisfied with this information.

#### D. <u>Retreats</u>

1. If within 6 months (exclusive of any formal training) after placement in the new job the employee elects to return to the former job, or is disqualified by the Company on the basis of unsatisfactory performance in the new job, the employee may return to the former job or an equivalent job. The employee may not apply for transfer again until nine (9) months from the date of return.

2. The six month period within which retreat may be exercised may be extended by supervision, up to three months to take into consideration a period of extended excused absence.

#### VI. Procedural Exceptions

A. If an employee's condition, as indicated by medical authority and concurred in by the Company's medical group, is such that a change of job is necessary, transfer to a job with the same or lower maximum shall have priority over requests in CareerPath for job opportunities within ATT East.

B. Nothing in these policies shall be construed in such a way as to prevent the Company from establishing limitations from or into any work force group, where required, for the safe and efficient operation of the business.

C. From time to time the Company may grant "Tight Labor Market" (TLM) wage credits to new hires into specific job titles and work locations. TLM wage credits will only be granted during a competitive labor market that makes it difficult to attract and produce sufficient flow or qualified individuals even after rigorous recruiting efforts and the use of other types of wage credit (i.e., for relevant work experience and/or education). TLM wage credits may be authorized by the hiring department for a maximum of six (6) months and up to a maximum of 8 steps on the wage progression schedule. Applications of the TLM wage credit may be in combination with other types of wage credits granted to new hires in accordance with Staffing Office guidelines.

The Company will notify the Union, in writing, whenever TLM wage credit is authorized. Notification will include the job title, the work location, the amount of wage credit authorized, and the expected duration. The Company also agrees to discuss with the Union what impact, if any, such TLM authorization has on incumbent employees in the same job title and location.<sup>1</sup>

<sup>&</sup>lt;sup>1</sup> At a minimum, and if necessary, the Company will adjust the pay rates of all incumbent employees in the same job title and location up to the level of the TLM authorized wage credits granted to a new hire into that job title and location.

# POLICIES and PROCEDURES

### Part 3

#### MEMORANDUM RELATING TO ABSENCES DUE TO MILITARY OR PUBLIC HEALTH SERVICE

#### I. General

1. The provisions of this memorandum apply to necessary absences of employees entering the Armed Forces or the Public Health Service on or after June 30, 1967 (the effective date of the Military Selective Service Act of 1967).

2. For the purposes of this memorandum:

a. "Armed Forces" means the Army, Air Force, Navy, Coast Guard and Marine Corps of the United States, membership in which requires the usual form of military induction or enlistment and subjects the individual to full time active duty under military regulations and carries military pay. It also includes Commissioned Officers of the Public Health Service entering on active duty with that organization.

- b. "Employee" means a regular employee.
- c. "Dependents" are those defined in the "Career Compensations Act of 1949."

#### II. Leaves of Absence

Leaves of absence will be granted to employees entering the Armed Forces or the Public Health Service who:

- a. are inducted under selective service regulations;
- b. enlist or volunteer for active duty; or
- c. are ordered or called to active duty.

Such leaves of absence will be effective on the date of entry into the Armed Forces or Public Health Service.

#### III. Status Under the Benefit Plans

1. Employees who are granted leaves of absence to enter the Armed Forces or Public Health Service and who make application for reinstatement within the period required by law upon release from active duty:

a. will receive upon reinstatement, full service credit for the period of absence

b. will be eligible to sickness benefits in accordance with the provisions of the Sickness and Accident Disability Plan if totally incapacitated and unable to work. Inability to work will be determined by the Employee's Benefit Committee on the basis of facts in each case. Benefits under this Plan will be computed on the basis of benefits net credited

#### MILITARY/PUB. HEALTH SVC

service and the rate of Company pay in effect at the time the leave of absence is terminated,

c. will be eligible to "make up" the contributions they could have made during the leave if they had remained actively at work, and receive Company matching contributions to their Savings Plan account, in accordance with the terms of the Plan and applicable laws.

2. Employees who are granted leaves of absence to enter the Armed Forces or Public Health Service will be eligible to death benefits in accordance with the provisions of the SNET Pension Plan. Death benefits, where payable, will be computed in accordance with Benefit Plan provisions. In addition, such employees will have the option of continuing or suspending Retirement Savings Plan loan repayments while on this leave.

#### IV. Pay Treatment

1. Except as indicated in Part VIII of this memorandum, employees who are granted leaves of absence to enter the Armed Forces or Public Health Service will receive compensatory pay to the difference between their Company pay and Government pay as follows:

a. those with one year or more of service, without dependents - 3 months compensatory pay; with dependents - 6 months compensatory pay

b. those with less than one year of service, without dependents - 2 weeks compensatory pay; with dependents - 3 months and 2 weeks compensatory pay.

2. For this purpose, government pay will include basic pay, pay for special or hazardous duty and the difference between quarters allowances established for members of the Armed Forces or Public Health Service with dependents and quarters allowances established for members of the Armed Forces or Public Health Service of equal rank without dependents.

3. Government pay will be determined in accordance with Paragraph 2 of this Section at the time of entry into the Armed Forces or Public Health Service. Company pay will include the employee's regular basic wage and any fixed differential. The rates so determined will be used in computing on a per diem basis, the compensatory payments to be made by the Company in accordance with Paragraph 1 of this Section. Such payments, less deductions required by law, will be made in one lump sum prior to entering the Armed Forces or Public Health Service except in cases covered by the second part of Paragraph 1(a) where two payments will be made. The first payment covering difference in pay for the first three months will be made prior to entry into the Armed Forces or Public Health Service and the second payment will be made three months later.

4. The pay treatment, for those employees who are ordered into active duty more than once, in order to fulfill the regulations of their respective reserve components, shall be the difference, if any, between the compensatory pay received for the initial period of duty and that amount eligible to be received, as of the subsequent period of active duty. Official and Employee Rate Service and vacation treatment will be in accordance with paragraphs VI and VII below and will be determined upon each entry into active duty.

5. In the event that the employee does not actually enter the Armed Forces or Public Health Service, the entire amount of the compensatory payment shall be returned to the Company. If the employee is discharged or released from the Armed Forces or Public Health Service prior to the expiration of the period covered by the compensatory payment then a pro-rata portion of the compensatory payment shall be returned to the Company.

#### V. Re-employment

All employees who, on or after June 19, 1951, are granted leaves of absence to enter the Armed Forces or Public Health Service, and who make application for reinstatement within the period required by law at the time of release from such Forces or Service, will be reinstated in accordance with the provisions of the "Memorandum Relating To Reinstatement of Employees Returning From Military or Public Health Service Leaves of Absence" dated January 6, 1969 and in accordance with all applicable laws, including the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERA) regulations.

#### VI. Official and Employee Rate Service

Official and employee rate service of employees granted leaves of absence to enter the Armed Forces or Public Health Service will be continued in this Company's territory in accordance with the following:

a. for those without dependents - to the end of the third billing period after the date the leave begins;

b. for those with dependents - the full period of the leave, except as indicated in Part VIII of this memorandum.

#### VII. Vacation

Except as indicated in Part VIII of this memorandum, employees granted leaves of absence to enter the Armed Forces or Public Health Service will receive a lump sum payment in lieu of any unused vacation to which they may be entitled as of the date the leave begins.

# VIII. Reenlistments and Voluntary Reentries Into the Armed Forces or Public Health Service

Employees who have been granted leaves of absence under the terms of this memorandum, have been reinstated and who reenlist or voluntarily reenter the Armed Forces or Public Health Service during the same emergency period will not be entitled to the treatment provided in Parts IV, VI(B) and VII of the foregoing provisions. The following will apply instead:

a. Pay Treatment - no compensatory pay.

b. Official and Employee Rate Service - will be continued to the end of the third billing period after the date the leave begins.

c. Vacation - no payment for unused vacation.

#### MILITARY/PUB. HEALTH SVC

#### MEMORANDUM RELATING TO REINSTATEMENT OF EMPLOYEES RETURNING FROM MILITARY OR PUBLIC HEALTH SERVICE LEAVES OF ABSENCE

#### I. General Policy

1. The Company intends to live up to and beyond the spirit of legislation covering the reinstatement of its employees returning from military or Public Health Service.

2. The Company earnestly desires to reinstate each employee, who has been in military or Public Health Service on leave of absence, as soon as released and upon notification of desire to be reinstated.

3. The Company is now reinstating all such returned employees regardless of length of service prior to induction, and will continue to do so unless circumstances beyond its control compel it to do otherwise.

4. Provisions will be made to expedite adjustments to the job, including retraining, and special arrangements for physical rehabilitation where indicated. In line with Company policy, consideration will be given so far as practicable to the value of usable military or Public Health Service experience in determining future treatment and placement.

5. It should be understood that each employee is entitled not only to consideration for a job, but also is entitled after reinstatement to benefits under the Benefit Plans, in accordance with service credited under terms of this memorandum.

6. An interdepartmental committee will coordinate the general procedures involved in reinstatement.

#### II. Reinstatement

#### General

1. Employees will be placed in their former or equivalent positions in accordance with the following provisions:

a. Application for reinstatement is made within 90 days after release from military or Public Health Service, or from hospitalization continuing after discharge for a period of not more than one year

b. Military or Public Health Service has been satisfactorily completed as indicated by discharge papers

c. They are still qualified to perform the duties of such positions.

#### **Determination of Physical Condition to Aid in Placement**

1. Physical examinations will be required of all employees returning from military or Public Health Service leaves of absence in order to insure that they may be properly assigned. Employees may be examined by the Company's physicians or by any physician acceptable to the Company. The Company will pay the cost of the examinations.

2. Employees who return from military or Public Health Service leaves of absence partially disabled will be reinstated initially as covered in Section V below. Special consideration will then be given to the assignment of duties which they may adequately perform and appropriate adjustments will be made after a careful appraisal of their value in the positions.

#### III. Extension of Military or Public Health Service Leaves of Absence

1. Employees granted leaves of absence for military or Public Health Service will, under the conditions stated below, be entitled to have such leaves extended for a period up to ninety days beyond the date of discharge from military or Public Health Service or from hospitalization continuing after discharge for a period of not more than one year. Such extensions will be subject to the same conditions with respect to eligibility to benefits and credit for service as apply to their original military or Public Health Service leaves.

#### a. Cases not involving total disability

(1) If employees make application for reinstatement and are reinstated within ninety days following discharge from military or Public Health Service - the absence between discharge from military or Public Health Service and reinstatement will be covered by an extension of the military or Public Health Service leave of absence subject to the same provisions with respect to eligibility to benefits and credit for service.

(2) If employees make application for reinstatement within ninety days following discharge from military or Public Health Service but due to reasons acceptable to the Company, reinstatement occurs more than ninety days after discharge - the first ninety days of absence subsequent to discharge from military or Public Health Service will be covered by an extension of the military or Public Health Service leave of absence subject to the same provisions with respect to eligibility to benefits and credit for service. An application shall be made to the Benefit committee for a personal leave of absence to cover the absence between the expiration of the ninety-day period and the date of reinstatement. Personal leaves will be subject to such conditions as the Benefit Committee deems proper.

b. Hospitalization continuing after discharge from military or Public Health Service

(1) If employees are hospitalized for not more than one year immediately following discharge from military or Public Health Service, a military or Public Health Service leave of absence will be extended to cover:

(a) the period from date of discharge up to ninety days after release from hospitalization if they are ineligible to benefits, or

(b) the period extending from the expiration of sickness benefits under the Sickness and Accident Disability Plan up to ninety days after release from hospitalization.

(2) If such hospitalization should continue for more than one year, the leave will terminate one year after the date of discharge from military or Public Health Service.

#### MILITARY/PUB. HEALTH SVC

2. If employees delay application for reinstatement for more than ninety days following discharge from military or Public Health Service or from hospitalization continuing after discharge for a period of not more than one year, the effective date of separation from the Company will be considered as having been the date of discharge from military or Public Health Service or the end of the ninety day period following hospitalization. However, where such employees are able to show that the delay in their application for reinstatement was due to circumstances beyond their control, the appropriate treatment under III.1.a.(2) above and/or IV below will be extended.

#### IV. Treatment Under the Benefit Plans

#### 1. Net Credited Service

a. Employees reinstated within the time specified by law will be allowed full service credit under the Benefit Plans for a period of absence covered by the military or Public Health Service leave.

b. Employees who are not reinstated within the period after discharge specified by the law but who are subsequently engaged shall receive service credit for the period of absence covered by the military or Public Health Service leave as follows:

(1) Those with two years or less of net credited service on the effective date of the leave will receive credit for service for any total period of absence up to two years. Those with more than two years of net credited service on the effective date of the leave will be credited with service for a period of absence equivalent to one year for each year or fraction thereof of such net credited service.

#### 2. Death Benefits

a. Death Benefits, where payable, will be computed in accordance with the Benefit Plan provisions.

#### 3. Sickness Benefits

a. Employees will be eligible to sickness disability benefits if totally incapacitated and unable to work upon release from military or Public Health Service. Inability to work will be determined by the Employees' Benefit Committee on the basis of facts in each case.

b. Benefits under the Sickness and Accident Disability Plan will be computed on the basis of benefits net credited service at the termination of the leave of absence and at the rate of Company pay provided for in connection with wage treatment in Section V below.

c. For employees totally incapacitated and unable to work at time of discharge, the first day absence on account of sickness disability will be the day after date of discharge from military or Public Health Service.

d. In the event employees become unable to work subsequent to discharge from military or Public Health Service.

(1) If totally incapacitated within ninety days after discharge, the first day of absence on account of disability will be the day after date of expiration of the ninetyday period, or the date of reinstatement when such date has been established.

(2) If totally incapacitated subsequent to the expiration of the ninety-day period after discharge from military or Public Health Service, but within a period covered by a personal leave of absence continuous therewith, sickness benefits under the Sickness and Accident Disability Plan will be determined in accordance with the terms of the personal leave.

#### V. Wage Treatment

1. Any employee reinstated in accordance with these practices shall be returned to the payroll at the rate of pay they would have received, if they had been continuously on duty with the Company during the absence, in the job group they were in at the time they left.

#### VI. Vacation Treatment

1. Employees returning from military or Public Health Service leaves of absence will be given vacation treatment in accordance with General Wage and Working Practices based on total net credit service, provided that a vacation or vacation allowance has not already been given in the same year.

A. W. VAN SINDEREN Chairman of the Board and Chief Executive Officer

#### PROCEDURES FOR REINSTATING EMPLOYEES RETURNING FROM MILITARY OR PUBLIC HEALTH SERVICE LEAVES

#### I. Company Policy

As has been previously stated, the Company intends to live up to and beyond the spirit of legislation covering the reinstatement of employees returning from the service. It expects to reinstate, after honorable discharge, all employees who want to return to the Company and who are able to resume their old jobs or similar work, regardless of their length of service before induction.

Provisions will be made to expedite adjustments to the job, including retraining, and special arrangements for physical readjustment. In line with Company policy, consideration will be given so far as practicable to the value of usable military or Public Health Service experience in determining future treatment and placement. Each returned employee is entitled after reinstatement to benefits under the Benefit Plans in accordance with credited service under the terms of the <u>Memorandum Relating to Reinstatement</u>.

An interdepartmental committee will coordinate the general procedures involved in reinstatement.

Detailed procedures covering the return of employees will be developed by the various departments.

#### II. Planning for the Return of Employees by Departments

Through the use of the forecasts of business, planned construction, and force requirements, plans will be developed and kept current by the departments for the placement of employees returning from military or Public Health Service, and for reassignment of those active employees affected by the return of veterans.

#### III. Reinstatement

#### A. Initial Contact

It is expected that returning employees will contact their supervisor upon their release from the services. The opportunity should be provided for a welcome by the employees' ranking departmental supervisor in the locality and by fellow employees. Supervisors should take the initiative, if necessary, to get in touch with employees, when it is known that they have been discharged from military or Public Health Service.

#### B. Physical Examination

Physical examinations will be required of all employees returning from military or Public Health Service leaves of absence in order to insure that they may be assigned properly. The appointment for the physical examination should be made through the Medical Office at the time employees apply for reinstatement.

#### C. The Reinstatement Interview

The reinstatement interview will be carried out 1) to secure pertinent information from the employee, and 2) to inform the employee of the general policies and plans of the Company as well as specific information in regard to reinstatement.

1. <u>Information to be secured</u> - such as: Date employee wishes to return to work General physical condition

2. Information to be discussed with the employee - such as:

General policy in regard to reinstatement

Employee's status upon reinstatement Review of Company payroll allotment plans, income tax, etc.

#### 3. Method of Conducting the Interview

The interview should be conducted in an unhurried atmosphere so that the employee will have the opportunity to tell of past experience and express plans for the future. In some cases the interview may be completed at one meeting with the employee but often it may require more than one.

#### 4. Time of Reinstatement

Whenever possible, the date of return to work should be planned to suit the wishes of the employee. If this should be prior to the receipt of a report from the physical examination, the employee should be given a temporary assignment. If there is any question in the supervisor's mind as to the assignment, the case should be discussed with the departmental personnel representative who will check, as necessary, with the Medical Department.

#### D. Job Placement

1. All placements should be made in conformance with the policy of the Company as stated in the <u>Memorandum Relating to Reinstatement</u>.

2. The objectives in placement will be best accomplished through careful attention to such factors as (a) the individual's past experience, (b) experience in military or Public Health Service, (c) the force requirements of the business, (d) Selective Service Act requirements, (e) interest and abilities, (f) physical condition.

3. In the event a circumstance arises in which there is no immediate suitable job for an employee, the case should be referred for further consideration through the lines of organization.

#### E. Particular Consideration of Disabled Employees

#### 1. Treatment of totally incapacitated employees

In accordance with the <u>Memorandum Relating to Reinstatement, Section IV, Treatment</u> <u>Under the Benefit Plans</u>, employees totally incapacitated and unable to work may be eligible to sickness benefits under the terms of the Sickness and Accident Disability Plan. Supervisors will aid those who return unable to work due to injury or illness through

#### MILITARY/PUB. HEALTH SVC

recognizing the circumstances promptly and initiating action under the Sickness and Accident Disability Plan, through careful placement and training upon their recovery and return to the job, and through a personal interest in their progress.

#### 2. Placement of partially disabled employees

It is recognized that some employees may return partially disabled and unable to perform the duties of the job which they left. In this event, the objective will be to place these employees in a job which they can adequately perform and which is not hazardous to themselves or fellow employees.

#### 3. Training of partially disabled employees

In some instances of partial disability, special training should be planned on the job or through Company facilities. In other instances training may be most advantageously secured through the government's facilities or those of public agencies. Each case will present different circumstances and will require individual analysis and treatment.

#### 4. Follow-up of partially disabled employees

A plan for a "follow-up" in such cases should be designed to check the suitability of the placement from the viewpoint of the employee's health and safety, interest in and success on the job, and possibilities for progress.

#### F. Records

#### 1. Central Military or Public Health Service records

A central record of the military or Public Health Service and experience of our employees will be established and maintained in the Personnel Relations Department, to be available to all departments as a complete record of military or Public Health Service information, and to serve as a history of the experience of our employees in World War II, Korea and Vietnam and a record of their treatment on their return.

#### 2. Military Service Record Card, Form 605

The Military Service Record Card, Form 605, should contain such information as the employee's status at the time of entry into military or Public Health Service, etc.

#### IV. Training or Returning Employees

#### A. Reinduction

Reinduction of employees should be planned in order that they will be able to bridge the gap in Company affairs between their departure and return. Typical information should include a short history of Company experience during the war, a review of organization and personnel changes, the experience of other employees during the war, and an opportunity to meet and talk with personnel in the locality.

#### B. Job Training

In addition to regular Company training courses for employees assigned to new jobs, refresher courses should be designed for employees who return to the same job after a long absence.

#### C. Specialized training for handicapped employees

Specialized training may be necessary and should be arranged in some cases involving the adjustment to handicaps.

#### V. Follow-Up

All supervisors should be alert to observe the returned employee's adjustment to the work situation as well as civilian life. If difficulty is being experienced by the employee in making an adjustment, an analysis of the facts in the situation by the supervisor will be helpful in determining how best to aid the employee.

#### VI Clearing House of Information

Assistance should be offered to returning employees concerning such matters as government insurance, educational benefits, etc. The Personnel Relations Department will set up a clearing house of such information which will be available through the Personnel Coordinator. Contacts with government agencies generally should be made through the Personnel Relations Department.

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