

**COLLECTIVE  
BARGAINING AGREEMENT**

**EVOQUE DATA  
CENTER SOLUTIONS**

**AND**

**COMMUNICATIONS  
WORKERS OF AMERICA**

**January 1, 2019**



# 2019 COLLECTIVE BARGAINING AGREEMENT

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## **THE 2019 AGREEMENT**

This Agreement shall consist of the Table of Contents, Articles 1 through 38, Exhibits, and Appendices related thereto. In addition, this Agreement incorporates by reference, as if included in full herein, any Article, Exhibit or Appendix from the 2015 Agreement by and between Certain Business Operating Units and Divisions of AT&T Corp. and Communications Workers of America, effective April 12, 2015 (hereinafter referred to as the 2015 AT&T/CWA Agreement”), which has continuing applicability to any current bargaining unit employee and which inadvertently has been omitted from this Agreement. This Agreement is made and entered into the 1st day of January, 2019, by and between EVOQUE Data Center Solutions (hereinafter referred to as the “Company”) and Communications Workers of America (hereinafter referred to as the “Union”) as follows (the “Agreement”).

### **ARTICLE 1 - RECOGNITION**

#### **1 Certification of Membership**

The Union hereby certifies that it represents the majority of the employees to whom the Agreement applies, and the Union is the acknowledged, designated and selected collective bargaining representative of such members.

#### **2 Recognition**

- (a) The Company recognizes the Union as the exclusive representative of the work performed and the employees currently titled IDC Technical Specialist and Operations Specialist.
- (b) If during the term of this Agreement, the Union is certified by the National Labor Relations Board or is recognized by the Company as the collective bargaining representative of employees not previously so represented, who occupy job titles or occupations in which other employees are represented by the Union and are covered by this Agreement, such employees shall be included within and be covered by this Agreement upon the conclusion of any negotiations on any necessary amendments thereto.

#### **3 Federal and State Laws**

In the event that any provision of this Agreement should be modified or deleted to conform to any federal or state law or regulation, or any order, determination or ruling or regulation of a federal or state administrative agency or court, the Company shall notify the Union in writing. Negotiations shall then take place if requested by the Union. In the event of such negotiations, the changes proposed by the Company shall not be implemented until (a) agreement is reached or (b) the Company determines that timely action is required by the law, regulation, order, determination or ruling, whichever occurs sooner.

### **ARTICLE 2 - COLLECTIVE BARGAINING**

- 1 The parties hereto agree that collective bargaining shall be carried on between the authorized representative(s) of the Company and the Union, and that no Agreement shall be effective and binding upon the Company or the Union unless and until it is reduced to writing and signed by the authorized representative(s) at the Headquarters level of the Company and the National level of the Union.

2 This Agreement constitutes the entire agreement between the parties, and no waiver or modification shall be effective unless signed by the parties hereto, and no such writing, applicable to any particular instance or instances shall be construed as any general waiver or modification, but shall be strictly limited to the extent and occasion specified herein.

**3 Mutual Respect**

The Company and the Union recognize that it is in the best interest of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual respect. To insure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this Contract fairly in accord with its intent and meaning, and consistent with the Union's status as the exclusive bargaining representative of all employees in the unit. Each party shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

**ARTICLE 3 – DEFINITIONS**

The following definitions are applicable within this Agreement:

**1 Definitions Relating to Hours of Work**

**(a) Calendar Year**

A calendar year is the period beginning January 1 and ending December 31.

**(b) Calendar Week**

A calendar week is the period of seven (7) consecutive days commencing on Sunday.

**(c) Normal Work Week**

A normal work week consists of five (5) normal tours or their equivalent during a calendar week.

**(d) Scheduled Weekly Tour**

The portion of the work week comprised of Scheduled Daily Tours, but excluding Non-Scheduled Days.

**(e) Day:**

**(1) Calendar Day**

The twenty-four (24) hour period beginning at midnight.

**(2) Weekday**

One (1) of the six (6) days, Monday through Saturday, inclusive.

**(3) Scheduled Day**

A calendar day on which an employee is scheduled to work.

**(4) Non-Scheduled Day**

A calendar day on which an employee is not scheduled to work.

**(f) Meal Period**

A meal period is an unpaid period not longer than one (1) hour during which an employee is excused for a meal.

**(g) Relief Period**

A relief period is a rest period of fifteen (15) minutes which shall be considered as work time.

**(h) Work Time**

Work time consists of all time spent on the job in the performance of Company duties. Work time excludes meal periods.

**(i) Tours:**

**(1) Tour**

A tour is a period of work time, whether scheduled or not, which begins and ends at a specified time, exclusive of any meal period. The starting time of a tour determines the day on which the tour occurs.

**(2) Scheduled Daily Tour**

The hours of work scheduled for an individual employee for a particular day, beginning and ending at a specified time, exclusive of unpaid meal periods and overtime.

**(3) Normal Tour**

A normal tour is the number of hours of work (exclusive of meal period) which constitutes a full day's work for a full-time employee.

**(4) Half Tour**

A half tour is one-half (1/2) the length of a normal tour.

**(5) Time of Day**

Where time of the day is specified herein, it shall be local time.

## **(6) Night Tours**

A night tour is a Scheduled Daily Tour which falls wholly or partially within the time frames 6:00 PM – 6:00 AM.

## **(7) Day Tour**

A day tour is a Scheduled Daily Tour which falls wholly within the time frames 6:00 AM – 6:00 PM.

## **2 Definitions Relating to Wage Rates**

### **(a) Standard Rate**

The Standard Rate is the rate of pay assigned to an employee based on the employee's job title.

### **(b) Adjusted Rate**

An employee's total rate, resulting from the sum of his or her Standard Rate and any applicable Wage Protection Allowance. Such Adjusted Rate shall be used to calculate overtime payments, percentage payments for tour bonuses, paid absences, termination payments, and basic pay for group insurance and Savings and Security Plan allotments.

### **(c) Daily Adjusted Rate**

The Daily Adjusted Rate is the rate determined by dividing the Adjusted Rate by five (5).

### **(d) Hourly Adjusted Rate**

The Hourly Adjusted Rate is the rate determined by dividing the Adjusted Rate by the number of hours in a full-time employee's normal work week.

### **(e) Hourly Overtime Base Rate**

The Hourly Overtime Base Rate is the Employee's Hourly Adjusted Rate plus:

- (1) In any week during which the employee is entitled to a weekly night differential, the amount obtained by dividing the employee's weekly night differential by the number of hours in her or his normal work week.
- (2) In any week during which the employee is entitled to a daily evening or night differential, the amount obtained by dividing the employee's daily evening or night differential payment by the number of hours corresponding to the employee's normal tour for that day.

### **(f) Overtime Rates:**

#### **(1) Time and One-Half**

Pay at one hundred and fifty percent (150%) of an employee's Hourly Overtime Base Rate. Pay at Time and One-Half shall apply:

- (i) For hours worked outside an employee's Scheduled Daily Tour provided Scheduled Daily Tour is eight (8) hours or more. (Excluding Operator Services where 1 1/2 times is paid after shorter tours and those Operations employees who are currently paid overtime for hours worked outside their Scheduled Daily Tours).
- (ii) For hours worked in excess of forty (40) regularly scheduled hours during the work week. (Excluding Operator Services where 1 1/2 times is paid after shorter tours and those Operations employees who are currently paid overtime for hours worked outside their Scheduled Daily Tours).
- (iii) On a Non-Scheduled Day other than a holiday.

## **(2) Double Time**

Pay at two hundred percent (200%) of an employee's Hourly Overtime Base Rate. Pay at Double Time shall apply for overtime hours paid at Time and One-Half in excess of eight (8) in the work week including payments for call-ins and call-ups paid at Time and One-Half.

## **(3) Double Time and One-Half**

Pay at two hundred and fifty percent (250%) of an employee's Hourly Overtime Base Rate. Pay at Double Time and One-Half shall apply to authorized time worked on the day on which a holiday is observed.

## **(4) Overtime Adjustment**

When an employee receives one or more of the following daily or weekly Allowances for performing certain work, an Overtime Adjustment shall be made as described in Paragraph 2(f)(5) below:

1. Changed Schedule Payments
2. Customer Premise Differential
3. Fifteen percent (15%) Saturday Differential
4. Heavy Equipment Driver Allowance
5. Management Relief Differential
6. Material Administrator Allowance
7. Minimum Interval Differential
8. On-Call Allowance
9. Shifted Tour Differential



- 10. Special City Allowance
- 11. Split Tour Differential
- 12. Temporary Assignment to Higher Occupational Job Classification
- 13. Tool Cartage Fee Allowance
- 14. Bi-Lingual Differential

**(5) An Overtime Adjustment is made as follows:**

Sum of Allowances Paid for Week divided by (# of hours in Scheduled Weekly Tour + Overtime Hours Worked in Week) times Total Overtime Hours Worked in Week times .5 plus .009

**(g) Wage Protection Allowance**

The Wage Protection Allowance (WPA) consists of all forms of existing wage protection, including Green Circle, Red Line, Reassignment Pay Protection (RPPP), Wage Treatment for Surplus/Lateral Placement, and any other forms of wage protection which result in a "protected" wage rate.

**3 Definitions Relating to Types of Employees**

**(a) Employees**

The term "employee(s)", for the purpose of the terms of this Agreement, shall refer only to employees of the Company included within the bargaining unit as defined in Article 1 (Recognition).

**(b) Regular Employees**

Regular employees are those whose employment is reasonably expected to continue for longer than twelve (12) months. A regular employee may be either full-time or part-time.

**(c) Temporary Employees**

A temporary employee is one who is engaged for a specific project or for a limited period with a definite understanding that employment will terminate upon completion of the project or at the end of the period. Temporary employment is expected to continue for not more than twelve (12) months. A temporary employee may be either full-time or part-time.

**(d) Term Employees**

A term employee is a regular employee who is engaged for a specific project or for a limited period of normally not less than one (1) year nor more than three (3) years with a definite understanding that employment may terminate on or before completion of the project or at the end of the period. If, at any point during that assignment it is deemed to be work that is ongoing in nature, the job will be filled through normal

staffing procedures as a regular full-time position. In no case will a term employee who has been work completed be replaced by another term employee to do essentially the same work.

Term employees shall be treated the same as regular employees.

**(e) Full-Time Employees**

Full-time employees are those who are employed for not fewer than the number of hours per week called for in the normal work week applicable to their work locations.

**(f) Part-Time Employees**

Part-time employees are those who are employed and normally scheduled to work fewer hours per average month than comparable full-time employees in the same job title, classification, or work group working the same normal daily tour.

**(g) Eligible Retired Employees**

Employees who terminate employment during the term of this Agreement and who meet the applicable requirements to be eligible for post-retirement benefits.

**4 Definitions - Other**

**(a) Net Credited Service**

Net credited service shall mean "term of employment" with the Company and Legacy T. Legacy T net credited service amounts are reflected in the NCS Chart provided to the Company by AT&T and confirmed by the Union on January 30, 2019. The Union and the Company each maintain the original NCS Chart.

**(b) Seniority**

Seniority shall be determined by the net credited service of the employees affected. In force adjustment situations, when the affected employees have the same net credited service, seniority shall be determined by using the last four (4) digits of the employees' social security numbers, 0000 being the lowest seniority and 9999 being the highest seniority.

**(c) Temporary Assignment to Higher Job Classification**

Temporary assignments to higher occupational job classifications shall not exceed twelve continuous months without consultation with the Union.

**(d) Union-Management Cooperation Committee**

- (i) The Union-Management Cooperation Committee shall consist of not more than three (3) representatives from the Company and from the Union (to be appointed by the Company and the Union respectively). Meetings will be convened by the parties at mutually agreeable places and times but not less often than quarterly. Otherwise, the members of the committee shall determine its composition, structure, agendas, and operation.

- (ii) A Union-Management Cooperation Committee shall be established for the following purposes:
  - (a) To improve communication between representatives of the Union and the Company;
  - (b) To provide a forum for early communication and discussion between the parties on business developments of mutual interest and concern to the parties and their constituencies;
  - (c) To assist in solving problems of mutual concern that lie outside the normal grievance procedure and to resolve minor problems before they become formal grievances; and
- (iii) The Union-Management Cooperation Committee may discuss any topic of mutual concern, including but not limited to the following topics:

- Technological Changes and Systems Enhancements
  - Training Programs
  - Occupational Safety and Health
  - Ergonomics
  - Subcontracting
  - Force Adjustment
  - Profit Sharing

#### **ARTICLE 4 – AUTHORIZED UNION REPRESENTATIVES**

##### **1 Notices Regarding Union Organization**

The Union agrees that its President or a person duly empowered to act in the President's behalf shall keep the V.P. of Human Resources, or their designate, currently advised, in writing, of the representatives of the National Union who are authorized to deal with the Company regarding employees in the bargaining unit and regarding such matters as designating the Locals which have been established, designating the officers or other authorized representatives of such Locals and indicating the jurisdiction of such Locals and their representatives. The Union agrees further that such notifications and authorizations shall designate the Union representative or representatives to whom notices, information, certifications and services by Company representatives, as are provided for in this Agreement, shall be directed or furnished.

##### **2 Promotion, Transfer Assignment of Union Officers**

- (a) The Company shall not promote or transfer any employee who is serving as a duly elected Officer or Executive Board Representative or Chief Steward (or their equivalent) to a position that would affect the employee's status as a Union Officer, Executive Board Representative or Chief Steward (or their equivalent) without first obtaining the consent of the Union. The foregoing consent of the Union will not be required if the transfer is to be accomplished pursuant to the provisions of Article 24 (Force Adjustment - Layoff, Part-Timing, and Recall). The Company shall give the president of the local union written notice at least fourteen (14) calendar days prior to the effective date of the promotion or transfer, and the Union shall

conclusively be presumed to have consented to such promotion or transfer unless within two (2) weeks after the Union receives such notification, it advises the Company in writing that it does not consent.

- (b) The Company shall give the union office notice at least one (1) week prior to the effective date of the promotion or transfer of a duly elected or appointed steward of the Union when the promotion or transfer affects the employee's status as a representative of the Union.

### **3 Absence for Union Activities**

- (a) Operational requirements of the Company permitting, employees who are authorized representatives of the Union will be excused without pay, except as specified in Article 9 (Grievance Procedure), and in Article 6 (Union Activities) of this Agreement, at the request of an authorized representative of the Union to attend to the business of the Union. The Union shall make all requests for excused absences as far in advance as possible.
- (b) If an employee's total excused unpaid time off for Union business exceeds one hundred fifty (150) work days in a calendar year, or exceeds thirty (30) consecutive calendar days, the employee shall take a formal leave of absence. Time spent in joint meetings with management held at the Company's request shall not be included in computing an employee's total excused unpaid time off for Union business. Meetings with management shall be considered as breaking a continuous period of absence.
- (c) Excused unpaid time for Union activities pursuant to paragraph 3(a) will be considered as time worked for authorized union representatives for purposes of determining eligibility for FMLA.

### **4 Leave of Absence for Union Activities**

- (a) Requests for leaves of absence without pay while on business pertaining to the Union shall be made to the Company by the Union on the employee's behalf.
- (b) The requests shall be in writing and shall contain the reasons for such leaves of absence.
- (c) The leave of absence without pay granted by the Company for Union business shall be for an initial period of not less than thirty (30) calendar days and not to exceed one (1) year.
- (d) Additional leaves of absence for initial periods of thirty (30) days and not to exceed one (1) year, shall be granted, all of which shall be with service credit.
- (e) For such leaves of absence, an employee shall:
  - (1) receive full service credit for all purposes except wage progression; and
  - (2) remain under their current level of benefits for medical, dental, vision and life insurance plans with applicable contributions paid by the employee.
- (f) Meetings with Management during a period of leave of absence shall not be considered as breaking a continuous period of leave of absence and shall be included in the period of such leave.

- (g) Upon application for reinstatement at or prior to expiration of leave of absence, employee(s) shall be returned to a job of like status and pay.

## **ARTICLE 5 - 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 announced, a Union representative may be present if the employee so requests. This includes when an employee is placed on or moved to subsequent steps of a Performance Improvement Plan.
- 2 At any investigatory interview between a representative of the Company and an employee, wherein the employee reasonably believes that the information obtained may be used as the basis for disciplinary action against the interviewed employee, a Union representative may be present if the employee so requests.

## **ARTICLE 6 - UNION ACTIVITIES**

### **1 Bulletin Boards**

The Company agrees that it will furnish and mount bulletin boards to be used exclusively by the Union at each office or facility location, except at locations in buildings not owned by the Company where the landlord or owner objects. The location, number, size and construction of such bulletin boards shall be subject to the approval of the Company. The use of such bulletin boards shall be considered proper when confined to factual notices and announcements of the Union.

Material to be posted shall not contain anything of a controversial nature, anything derogatory to the Company or employees, or anything that will detrimentally affect Company operations. If the Company objects to any posted material, the Union shall remove the objectionable material immediately.

Subject to Company intranet registration criteria, the Company would not object to the establishment of a local CWA site. This site would be subject to the same content limitations described above.

The appropriate Company Intranet manager will facilitate the implementation of the above, upon request by the local Union.

### **2 Union Activity on Company Premises**

- (a) The Union, or employees acting as its officers or agents, may conduct Union activities, including solicitation of members and distribution of Union literature, on Company premises with notification to local management. Solicitation shall be permitted on Company premises when both the employees performing the solicitation and the employees to whom the solicitation is directed are on non-work time (such as lunch periods, relief periods and before or after an employee's work time). Distribution of Union literature may take place only in areas where no work is performed and on the employee's non-work time. Union activities shall

not be conducted in a manner which will interfere with the operations of the business or with Company facilities.

- (b) Union representatives or members who are not employees may enter upon Company premises after obtaining approval from a management representative of the Company. To avoid the need to obtain such approval each time a Union representative or member who is not an employee of the Company wishes to enter upon any Company premises, the Company's Director of Labor Relations may, upon application by the Union, grant approval for all Company locations designated in the approval for a stated period of time.

### **3 Union Orientation for New Employees**

The Company and the Union agree that the Union will have the opportunity to meet with newly hired employees as part of the overall orientation process for the purpose of furnishing them with information about the Union. The Union's segment of this process will be limited to a maximum of sixty (60) minutes. Time spent during the basic scheduled work period for each employee will be paid as time worked.

In addition, the Company also agrees to introduce employees transferring into a different work group to the local Union representative assigned to that area.

### **4 Payment for Joint Union - Management Activities**

Employees who are involved in joint Union-Management business may request that their reasonable time and expenses while participating in such activities be paid by the Company. If approved in advance, these employees will be paid for time lost while participating in such activities during their Scheduled Weekly Tour. This includes any associated travel time during the employee's Scheduled Weekly Tour. Hours paid while engaged in such joint activities will be considered as time worked.

In addition, such employees will be reimbursed for reasonable travel and board and lodging expenses which are directly related to their participation in these activities.

### **5 Joint Union-Management Meetings**

A certified representative of the CWA who is an employee as defined by Article 3 may request reasonable time without pay for joint union-management meetings with representatives of any company to address matters involving CWA represented persons in another bargaining unit. For purposes of this paragraph 5, joint union-management meetings will also include the following meetings with management: grievance meetings, investigatory meetings and meetings in which discipline is to be announced.

## **ARTICLE 7 - AGENCY SHOP AND COLLECTION OF DUES**

### **1 Agency Shop**

- (a) Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this 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 (30th) day of such entrance, whichever of these dates is later, until the termination of this Agreement.

- (b) For the purpose of this section, "employee" shall mean any person entering into the bargaining unit.
- (c) Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members, shall, as a condition of employment pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning thirty (30) days after the effective date of this Agreement, until the termination of this Agreement.
- (d) The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall re-apply to such employee on the thirtieth (30th) day following his or her return to the bargaining unit. For purposes of this Paragraph, the term "formal separation" shall include transfers out of the bargaining unit, removal from the payroll of the Company and leaves of absence of more than one (1) month duration.
- (e) The Company may inform employees and applicants for employment of their rights and obligations under the provisions of this Section.
- (f) This Section shall only apply to those states where permitted by law.

## **2 Collection of Dues**

- (a) Upon receipt of a "Payroll Deduction Authorization" from an employee, in the form attached hereto as Exhibit I, the Company will initiate deductions for amounts equal to Union Dues (and, if authorized, an Initiation Fee) from such employee's salary or wages, sickness or disability payments, or other benefit payments or vacation payments.

- (1) Deduction shall be made from the employee's salary or wages, sickness or disability payments, or other benefit payments or vacation payments as follows:

### **EMPLOYEES**

#### **PAID**

Bi-Weekly  
Monthly

#### **DEDUCTIONS**

installments in the first 2 bi-weekly periods each month;  
Each month

- (2) Deductions shall begin during the first (1st) payroll period in the month following receipt of a newly executed "Payroll Deduction Authorization" by the Company payroll office, and provided there is sufficient pay available to cover the amount authorized after the following deductions have been made:

- (i) those required by law, and

- (ii) those authorized for Group Life Insurance and Medical Expense Plan premiums.
- (3) If the scheduled deduction for amounts equal to Union dues cannot be made in the period(s) specified above, such deduction(s) will be made during the consecutive payroll periods ending no later than the last payroll period in the following month.
- (b) "Payroll Deduction Authorizations" shall be suspended when an employee:
  - (1) is transferred to a job that is not represented by the CWA,
  - (2) goes on a Leave of Absence of more than one (1) month, or
  - (3) is removed from the payroll of the Company.
- (c) "Payroll Deduction Authorizations" suspended in accordance with the above provisions shall be reactivated on the first (1st) payroll period following the return of an employee to a job that is represented by the Union.
- (d) Except as provided in Paragraph 2(b) "Payroll Deduction Authorizations" shall remain in effect when an individual is employed by the Company unless canceled by such employee. Such cancellation must be individually sent to the Company payroll office and to the Union Local by Certified Mail during the fourteen (14) day period prior to the anniversary date or termination date of the current or subsequent collective bargaining agreement.
- (e) The Company will send copies of dues revocation letters and associated envelopes to the Union on a daily basis, as soon as possible following the Company's receipt thereof.
- (f) In the event an employee who cancels a "Payroll Deduction Authorization," in accordance with the above paragraph, wishes to resume deductions for amounts equal to Union Dues, such employee shall be obligated to complete a new "Payroll Deduction Authorization".
- (g) By written certification, the Union shall keep the Company currently informed of the amount of regular monthly dues lawfully in effect in each Local having jurisdiction over any employees in the bargaining unit. Such amount or formula shall be uniform for all employees represented by the Local.
- (h) Certifications which change the amounts equal to Union dues for any Local will be accepted by the Company no more than three (3) times in any calendar year.
- (i) Amounts deducted in accordance with the above provisions shall be remitted to the Union no later than the end of the second (2nd) week following the months during which the deductions were made.
- (j) It is recognized that the suspension, reactivation and cancellation procedures for "Payroll Deduction Authorizations" contained herein shall be observed for all



employees in the bargaining unit on the effective date of this collective bargaining agreement.

- (k) It is understood that the Company assumes no responsibility for the consequences of any failure to make such deduction or mistakes in connection therewith and that neither the Company nor any of its officers, agents or employees shall in any way be held liable or responsible for any loss.
- (l) The Company will permit CWA-represented employees to contribute to the CWA-COPE Political Action Committee ("CWA-COPE PAC") through payroll deductions. Such procedures shall continue in effect during the term covered by this Collective Bargaining Agreement.

As provided for in the regulations of the Federal Election Commission, the Union will reimburse the Company for the cost of administration of the payroll deduction system for CWA-COPE PAC. The parties agree that such costs, during the term of this Collective Bargaining Agreement, have been projected and included, as advance reimbursement, in the amount of the economic settlement contained in this Collective Bargaining Agreement, as a debit to the Union and a credit to the Company.

Payroll deductions authorized pursuant to this Agreement will be transmitted to the Treasurer of CWA-COPE PAC on a monthly basis.

#### **COPE DEDUCTION**

##### **ADMINISTRATION COST SUMMARY**

<u>Union</u>	<u>Estimated Employees</u>	<u>Annual Remittance</u>
CWA	70	\$5,000

Administrative support, miscellaneous expenses in manpower and supplies in connection with card data entry, problem resolutions, remittance efforts to each union, general maintenance of processes and documentations amounts to approximately \$100.00 per year for the life of this Agreement.

**Total estimated cost over life of agreement: \$100.00 x 3 years = \$300**

#### **ARTICLE 8 - NON-DISCRIMINATION**

- 1 In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, national origin, sex, age, handicap, sexual orientation, gender identity, marital status, or status as a special disabled veteran or veteran of the Vietnam Era, including creed, disability, and citizenship, or additional characteristics protected by applicable federal, state or local law.
- 2 The use of the masculine or feminine gender or any titles which connote gender in this Agreement shall be construed as including both genders and not as sex limitations unless the Agreement clearly requires a different construction.

- 3 It is mutually agreed that no discrimination shall be practiced by the Company or the Union against any employee because of membership or non-membership in the Union, or by the Company against any member or officer of the Union because of lawful activities on behalf of the Union.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

The Company and the Union recognize and confirm that the grievance procedures set forth in Article 9, and, where applicable, Article 10 (Arbitration) and Article 11 (Mediation), provide the mutually agreed upon and exclusive forums for resolution and settlement of employee disputes during the term of this Agreement. A grievance is a complaint involving the interpretation or application of any of the provisions of this Agreement, or a complaint that an employee(s) has in any manner been unfairly treated. Neither the Company, nor the Union, its locals or representatives will attempt by means other than the grievance, arbitration, and/or mediation procedures to bring about the resolution of any issue which is properly a subject for disposition through such procedures. It shall be the objective of both the Company and the Union to settle the grievance promptly and at the lowest step of the grievance procedure.

### **1. The grievance procedure shall consist of:**

#### **STEP 1:**

Shall involve the Union representative of the Local which has been designated pursuant to Article 4 (Authorized Union Representatives) and the duly designated representative of the Company, normally the first or second level of supervision of the aggrieved employee(s). Any adjustment or settlement of a grievance at Step 1 shall be binding for the particular grievance involved, but shall not be used as precedent by either party.

No grievance shall be considered, nor shall any appeal thereof be handled as a formal grievance, unless a meeting regarding the grievance is requested in writing within thirty (30) calendar days of the notification or knowledge of the action or failure to act which is the subject of the grievance. The written request shall be sent to the duly designated representative of the Company, normally the first or second level of supervision of the aggrieved employee(s), and shall state the name(s) of the grievant(s), the issue being grieved, the contract provisions alleged to have been violated, if any, and the remedy sought and shall be delivered to the Company representative prior to the Step 1 meeting.

A meeting to discuss the grievance shall be held promptly, but not later than fourteen (14) calendar days after receipt by the Company of the grievance or the notice of the appeal.

The decision of Management shall be confirmed in writing within fourteen (14) calendar days of the close of the grievance meeting.

#### **STEP 2:**

Shall involve an officer of the Local Union or his/her designee and the Company's designated representative, normally at the third level of supervision or that individual's designated representative. The spokesperson for the Company and the Union at Step 2 should normally be different from the Company and Union spokesperson at Step 1.

Notice of the grievance appeal shall be in writing and delivered by the Union to the third level supervisor, or that supervisor's designated representative, of the aggrieved employee(s) not later than fourteen (14) calendar days after the Company notifies the Union of its decision at Step 1.

The written appeal shall state the name(s) of the grievant(s), the issue being grieved, the contract provisions alleged to have been violated, if any, the remedy sought, and shall outline the reasons for the Union's grievance. Any adjustment or settlement of a grievance at Step 2 shall be binding for the particular grievance involved, but shall not be used as precedent by either party.

A meeting to discuss the grievance shall be held promptly, but not later than fourteen (14) calendar days after the notice of appeal.

The decision of Management shall be confirmed in writing within fourteen (14) calendar days of the close of the grievance meeting, and shall outline the reasons for the Company's decision.

### **STEP 3:**

- 1 Shall involve the Vice President of the Union or his or her duly authorized representative and the Company's Director of Labor Relations or his or her designated representative. Notice of the grievance appeal shall be in writing and delivered to the V.P. of Human Resources or his or her designated representative not later than thirty (30) calendar days after the Company notifies the Union of its decision at Step 2. The written appeal shall state the name(s) of the grievant(s), the issue being grieved, the contract provisions alleged to have been violated, if any, and the remedy sought. Discussions shall be conducted at such locations mutually agreed upon between the Company's V.P. of Human Resources and the Union's Vice President.

A meeting to discuss the grievance shall be held promptly, but not later than thirty (30) calendar days after receipt by the Company of the grievance or the notice of appeal. The decision of the Company at Step 3 of the grievance procedure shall be confirmed in writing within fourteen (14) calendar days of the close of the grievance meeting(s) or not later than a mutually agreed upon date.

- 2 On an individual grievance basis and by mutual agreement in writing, the parties who are to hear the grievance at the next higher step may agree to waive either Step 1 or Step 2 (but not both) in the grievance procedure, but, in no event shall Step 3 be omitted or bypassed.
- 3 All notices pursuant to the First and Second Step of this Article may be emailed, hand delivered or postmarked by the United States Postal Service or within the time periods set forth herein. Management and Union Representatives at the local level may agree in writing to utilize a facsimile for notices at First and Second Steps of the grievance procedure. All notices pursuant to the Third step of this Article shall be emailed, hand delivered, sent via facsimile or postmarked by the United States Postal Service within the time periods set forth herein.
- 4 The Company and the Union desire to process grievances in an expeditious manner. Accordingly neither party will recess a grievance at Steps 1 or 2 in excess of sixty (60)

calendar days. If the grievance meeting is not reconvened within sixty (60) calendar days from the initial recess date, the grievance shall be considered denied. The Union may then appeal the grievance in accordance with the time limits set forth herein.

- 5 The Company and the Union may mutually agree to extend the time limits specified in the grievance procedure, provided such agreement is specified in writing, is limited to a specific grievance, and a new date is established.

## **6 Number of Union Representatives and Pay Treatment**

Other than Management representatives, the number of employees (including the aggrieved employee(s) and the designated representatives of the Union) shall be limited to five (5) at all steps of the grievance procedure. Three (3) representatives, who are Company employees, designated by the Union, shall be paid for scheduled time consumed during the grievance meetings. In addition, each of these three (3) employees shall be paid for all time spent traveling in connection with grievance meetings during a Scheduled Daily Tour up to a maximum of two (2) hours for each employee at Step 1 and up to a maximum of four (4) hours for each employee at Step 2. At Step 3, at least one (1) of the Union representatives will be a fully authorized representative of the National Union.

## **7 Discussion or Settlement of Grievance**

Any individual employee(s) shall have the right to present grievances directly to the Company and to have such grievances adjusted, without the intervention of the Union, so long as the adjustment is not inconsistent with the terms of this Agreement, and provided that the Union has been given an opportunity to be present at such adjustments. After an employee(s) has referred a grievance to the Union and the Union representative has informed the Company that the Union represents that employee(s), the Company will not discuss (except in the course of any investigation conducted by the Company) or adjust such grievance directly with said employee(s).

# **ARTICLE 10 - ARBITRATION**

## **1 General**

If, at any time, a difference arises between the Company and the Union regarding the true intent and meaning of a provision under this Agreement, or a question as to the performance of any obligation hereunder, the grievance procedures set forth in Article 9 (Grievance Procedure) shall be employed in an effort to settle said differences. If the grievance procedures do not result in settlement of the differences, the Union may institute proceedings pursuant to this Article to resolve the dispute in question; it being understood that the right to require arbitration extends only to matters expressly set forth in this Article and which are not otherwise expressly excluded from arbitration.

If, at any time, a dispute arises between the Company and the Union as to whether an employee was dismissed, demoted or suspended for just cause, the grievance procedures set forth in Article 9 (Grievance Procedure) shall be employed in an effort to settle the dispute. If the grievance procedures do not result in settlement of the dispute and the employee has nine (9) months or more of net credited service, the Union may institute proceedings pursuant to this Article to resolve the dispute in question.

## **2 Election to Arbitrate**

Within thirty (30) calendar days after completion of the formal grievance procedure set forth in Article 9 (Grievance Procedure), the Union may elect to submit a grievance, which is otherwise subject to arbitration under the terms of this Agreement, to arbitration for final decision in accordance with the procedures herein set forth. Such election shall be by written notice to the Company's V.P of Human Resources. The written notice shall state the specific grievance and issue to be arbitrated and the contractual provision(s) involved, if any, as well as the remedy sought. For purposes of calculating the above thirty (30) day time period, the formal grievance procedure shall be deemed completed as of the date of the Company's written decision at Step 3. If within sixty (60) calendar days following the date of the Company's receipt of the Union's notice of election to arbitrate, no application has been made to the American Arbitration Association as provided in Paragraph 3(b), then, absent a mutual extension of time agreement signed by the Union and the Company, such grievance and the election to arbitrate will be considered closed and the grievance shall not be arbitrable.

## **3 Selection of an Arbitrator**

- (a) Any matter submitted to arbitration shall be heard and determined by a single impartial arbitrator mutually selected by the Union and the Company.
- (b) The Union may, within sixty (60) days of notice to the Company of its intent to arbitrate, apply to the American Arbitration Association to obtain a list of five (5) arbitrators (all of whom will be members of the National Academy of Arbitrators). One (1) of the five (5) arbitrators on this list will be selected by the parties. If this selection cannot be made, within twenty days of receipt of the list from the American Arbitration Association, then the American Arbitration Association will appoint one (1) of the five (5) arbitrators from the list referenced above to hear the case.
- (c) The compensation and expenses of the arbitrator and the general administrative expenses of the arbitration shall be borne equally by the Company and the Union. Each party shall be responsible for payment for time consumed by and the expenses of its representatives and witnesses.

## **4 Conduct of Hearing and Decision of Arbitrator**

- (a) The parties agree to commence hearings as expeditiously as possible, but in no event later than one hundred eighty (180) calendar days after the selection of an arbitrator.
- (b) The arbitrator shall be confined to the issues submitted for decision and shall not, as a part of any decision, impose upon the parties thereto any obligation to arbitrate on a subject which is not arbitrable pursuant to the terms of this Agreement as a subject for arbitration.
- (c) The arbitrator shall not have authority or jurisdiction: (1) to establish or determine any new wage rate, job classification or job differential; or (2) to deal with any grievance unless it involves a specific instance of action or failure to act with respect to an employee or group of employees; or (3) to add to, subtract from, modify, or disregard

any provision of this Agreement. However, the arbitrator shall have reasonable authority to fashion remedies, consistent with the terms of the contract.

- (d) In disciplinary cases, the arbitrator shall determine whether the discipline was for just cause.
  - (1) In the case of dismissal, the arbitrator shall have authority to mitigate or modify the discipline imposed and determine what, if any, remedy is appropriate. In no event, however, shall any retroactive pay treatment extend beyond six (6) months prior to the date of the filing of the appeal to arbitration. Any retroactive pay accorded shall be based on the employee's Adjusted Rate plus evening or night differential, if applicable, less any amount, other than wages, received from the Company, and any amount paid to or receivable by the employee as wages in other employment, and as unemployment benefits under any present or future provision of law for the period of the retroactive pay treatment.
  - (2) In case of suspension, the arbitrator shall have authority to mitigate or modify the discipline imposed and determine what, if any, remedy is appropriate. If the arbitrator awards back pay, the employee shall receive pay for time lost at the employee's Adjusted Rate plus any tour differentials to which the employee would have been entitled if not suspended.
  - (3) In the case of demotion, the employee shall be compensated for all loss of wages due to the difference in the Adjusted Rates.
  - (4) Employees reinstated pursuant to this Article who have previously submitted an authorization for payroll deduction of union dues or union dues equivalency shall have such amount deducted from any back pay award.
- (e) The arbitrator shall render a decision within thirty (30) calendar days after the hearing is closed (if the parties mutually agree to waive briefs) or thirty (30) days after briefs are filed and the record in the case is closed, unless the parties thereto mutually agree to an extension of such time for a decision.
- (f) The decision of the arbitrator on any matter submitted and decided in accordance herewith shall be in writing and shall be final and binding on the parties thereto as to the particular case submitted, subject to law.

## **5 Expedited Arbitration**

- (a) In lieu of the procedures specified in Paragraphs 1 (General) through 4 (Conduct of Hearing and Decision of Arbitrator) of this Article, any grievance involving the suspension of an individual employee, except those which also involve an issue of arbitrability, contract interpretation, or work stoppage (strike) activity and those which are also the subject of an administrative charge or court action shall be submitted to arbitration under the expedited arbitration procedure hereinafter provided within fifteen (15) calendar days after the filing of a request for arbitration. In all other grievances involving disciplinary action which are specifically subject to arbitration under Paragraphs 1 (General) through 4 (Conduct of Hearing and Decision of Arbitrator) of this Article, both parties may, within fifteen (15) calendar days after the filing of the request for arbitration, elect to use the expedited arbitration procedure hereinafter

provided. The election shall be in writing and, when signed by authorized representatives of the parties, shall be irrevocable. If no such election is made within the foregoing time period, the arbitration procedure in Paragraphs 1 (General) through 4 (Conduct of Hearing and Decision of Arbitrator) shall be followed.

- (b) As soon as possible after this Agreement becomes final and binding, a panel of at least three (3) arbitrators shall be selected by the parties. Each arbitrator shall serve until the termination of this Agreement unless his or her services are terminated earlier by written notice from either party to the other. The arbitrator shall be notified of his or her termination by a joint letter from the parties. The arbitrator shall conclude his or her service by settling any grievance previously heard. A successor arbitrator shall be selected by the parties. Arbitrators shall be assigned cases in rotating order designated by the parties. If an arbitrator is not available for a hearing within ten (10) working days after receiving an assignment, the case will be passed to the next arbitrator. If no one can hear the case within ten (10) working days, the case will be assigned to the arbitrator who can hear the case on the earliest date.
- (c) The procedure for expedited arbitration shall be as follows:
  - (1) The parties shall notify the arbitrator in writing on the day of agreement or date of arbitration demands in suspension cases to settle a grievance by expedited arbitration. The arbitrator shall notify the parties in writing of the hearing date.
  - (2) The parties may submit to the arbitrator prior to the hearing a written stipulation of all facts not in dispute.
  - (3) The hearing shall be informal without formal rules of evidence and without a transcript. However, the arbitrator shall be satisfied himself or herself that the evidence submitted is of a type on which he or she can rely, that the hearing is in all respects a fair one, and that all facts necessary to a fair settlement and reasonably obtainable are brought before the arbitrator.
  - (4) Within five (5) working days after the hearing, each party may submit a brief written summary of the issues raised at the hearing and arguments supporting its position. The arbitrator shall give his or her settlement within five (5) working days after receiving the briefs. He or she shall provide the parties a brief written statement of the reasons supporting his or her settlement.
  - (5) The arbitrator's settlement shall apply only to the instant grievance which shall be settled thereby. It shall not constitute a precedent for other cases or grievances and may not be cited or used as a precedent in other arbitration matters between the parties unless the settlement or modification thereof is adopted by the written concurrence of the representatives of each party at the last step of the grievance procedure.
  - (6) The time limits in (1) and (4) of this Section may be extended by agreement of the parties or at the arbitrator's request, in either case, only in emergency situations. Such extensions shall not circumvent the purpose of this procedure.

- (7) In all suspension or dismissal grievances submitted to arbitration under the expedited procedures set forth herein, the arbitrator shall determine whether the discipline was for just cause. In any grievance arbitrated under the expedited procedures, the Company shall under no circumstances be liable for back pay for more than six (6) months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays requested by the Union in which the Company concurs shall not be included in such additional time.
- (8) In case of suspension, the arbitrator shall have authority to mitigate or modify the discipline imposed and determine what, if any, remedy is appropriate. If the arbitrator awards back pay, the employee shall receive pay for time lost at the employee's Adjusted Rate plus any tour differentials to which the employee would have been entitled if not suspended.
- (9) The arbitrator shall have no authority to add to, subtract from or modify any provisions of this Agreement.
- (10) The decision of the arbitrator will settle the grievance, and the Company and the Union agree to abide by such decision. The compensation and expenses of the arbitrator and the general expenses of the arbitration shall be borne by the Company and the Union in equal parts. Each party shall bear the expense of its representatives and witnesses.
- (11) The time limit for requesting arbitration under this provision shall be the same as in existing procedures.

#### **ARTICLE 11- MEDIATION**

- 1 Upon mutual agreement between the Company V.P of Human Resources or his or her designated representative and the Union's Vice President or his or her designated representative, grievances appealed to arbitration may be mediated, with the exception of those involving contract interpretation.
- 2 Within fifteen (15) calendar days of the mutual agreement to mediate, the parties will schedule a Mediation Conference to be held at the earliest available date. Normally, the Mediation Conference will be held in the city in which the grievant is located, and will be conducted in either a Company or Union facility.
- 3 The spokesperson for the Company will be the V.P of Human Resources or his or her designee. The spokesperson for the Union will be the Communications Workers of America Staff Representative assigned the responsibility for the grievant's Union Local. An attorney will not be used by either party at the Mediation Conference.
- 4 The grievant, the Local Union President or his/her designee, the grievant's supervisor and District level or above will normally attend the Mediation Conference. Attendance by others at the Mediation Conference shall be limited to those people actually involved in the Mediation Conference.
- 5 All written material that is presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the Mediation Conference.



The mediator may, however, retain one copy of the written grievance to be used solely for purposes of statistical analysis.

- 6 Proceedings before the mediator shall be informal in nature. The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The rules of evidence will not apply, and no record of the Mediation Conference shall be made.
- 7 The mediator may meet separately with the parties during the Mediation Conference, but will not have the authority to compel the resolution of a grievance.
- 8 The Company and Union spokespersons at the Mediation Conference may accept the resolution proposed by the mediator and such settlement or any other settlement resulting from the conference shall not be precedent setting.
- 9 If no settlement is reached during the Mediation Conference, the mediator shall provide the parties with an immediate oral advisory opinion, unless both parties agree that no opinion shall be provided. The mediator shall state the basis for his or her advisory opinion.
- 10 If no settlement is reached as a result of the Mediation Conference, the grievance may be scheduled for arbitration in accordance with the Collective Bargaining Agreement.
- 11 In the event that a grievance which has been mediated subsequently is arbitrated, no person serving as a mediator between these parties may serve as arbitrator. Neither party may at the arbitration hearing refer to presentations made by the other party at the Mediation Conference, the fact that a Mediation Conference was held, or any statements made by the mediator.
- 12 By agreeing to schedule a Mediation Conference the Company does not acknowledge that the case is properly subject to arbitration and reserves the right to raise this issue notwithstanding its agreement to schedule such a conference.
- 13 The compensation and expenses of the mediator and the general administrative expenses of the Mediation Conference shall be borne equally by the parties. Each party shall be responsible for payment for time consumed by and expenses of its representatives.

#### **14 Allegations that Management is Performing Bargaining Unit Work**

Both parties desire to ensure the disputes regarding allegations that management is performing bargaining unit work are fact-based and that each understands the position of the other before the dispute is placed in the hands of a third party for final resolution. In those cases where the issue has not been resolved during the grievance process and has been appealed to arbitration, with mutual consent of both parties the matter will be submitted to mediation under the provisions of Article 11 – Mediation. All provisions of Article 11 will apply to such mediation process with the exception of Paragraph 1, Paragraph 2, and Paragraph 3. These provisions are replaced with the following language:

- a. Within fifteen (15) calendar days of the appeal to arbitration, the parties will schedule a Mediation Conference to be held at the earliest available date.
- b. The Mediation Conference will be held in Washington, DC or another mutually agreed upon location.

- c. The spokesperson for the Company will be a representative from Human Resources. The spokesperson for the Union will be a Communications Workers of America National Staff Representative.
- d. An attorney will not be used by either party at the Mediation Conference.

## **ARTICLE 12 - DISCIPLINE**

### **1 Warnings**

A warned employee is one who receives a written warning that is to be recorded in their personnel file, which includes an indication of possible future consequences and may be considered as a basis for future disciplinary action.

### **2 Demotions**

A demoted employee, for the purpose of this Article, is one who has been moved for disciplinary reasons, from one job title to another job title having a lower maximum Standard Rate.

### **3 Suspensions**

A suspended employee is one who has been denied work for disciplinary reasons for any period.

### **4 Dismissals**

A dismissed employee is one whose service is terminated for any reason other than transfer, resignation, lay-off (or work completed for temporary or term employees), voluntary retirement or death.

- 5 In the event the Company warns, demotes, suspends, or dismisses any employee, the Union may appeal such action pursuant to the provisions of Article 9 (Grievance Procedure) of this Agreement.
- 6 A grievance appeal concerning a demotion, suspension, or dismissal of an employee who has nine (9) months or more of net credited service may also be reviewed pursuant to the provisions of Article 10 (Arbitration) of this Agreement.

## **ARTICLE 13 - PERSONNEL RECORDS**

- 1 Once in each year (and more frequently in unique circumstances where the employee so requests and the Company agrees), employees shall, upon their request, inspect their personnel records in accordance with the Company's practices concerning inspection of personnel and/or medical records. Unless required otherwise by law, under normal circumstances, the opportunity to inspect personnel records will be provided within thirty (30) calendar days of the Company's receipt of the written request to do so.
- 2 When an employee receives a warning of suspension, demotion or discharge that is to be recorded in the employee's personnel file, the Company will provide a copy of the

warning to the warned employee. A copy of the warning will be given upon request to a Union Representative if he/she is present pursuant to the provisions of Article 5 (Union Representation).

## **ARTICLE 14 - SAFETY**

- 1** Safety and health is of mutual concern to the Company and the Union. Together we recognize the need for a work environment in which safe, ergonomically correct operations can be achieved in all phases of work. We recognize the need to promote better understanding and acceptance of safety, health and ergonomics principles by all employees for their own safety and health, and that of their fellow employees, customers and the general public.
- 2** To achieve these safety objectives, the Company and the Union agree to discuss safety and health principles through the Union-Management Cooperation Committee.
- 3** When employees express reasonable concerns about their personal safety in connection with assignments in localities in which it is reasonable for them to believe that they may be victims of assault or other criminal activity, the employees will not be required to work alone.

## **ARTICLE 15 - WAGES**

### **General Wage Information**

Wage rates for job titles and wage schedules are set forth below, apply in individual geographic locations as indicated, are for a basic work week, and are exclusive of differentials and Special City Allowances. Special City Allowances shall be paid as set forth in Appendix 1.

### **1 Starting Rates**

- (a) If business conditions require, or when employee's qualifications (in the judgment of the Company) justify starting rates higher than the minimum, such higher rates may be granted. In no case shall an employee be paid less than the starting rate on the wage schedule applicable to the employee's title.
- (b) Whenever the Company hires regular employees (except temporaries) at above the start rate due to employment market conditions, incumbent employees and transfer candidates who are at lower Standard Rates in the same organization and same title and work location shall have their Standard Rate and equivalent service date (wage progression clock) adjusted to that of the new hire effective as of the new hire start date.

### **2 Equivalent Service**

Wage schedules of this contract are of the equivalent service type.

- (a) Equivalent Service, as used herein, means the period of time elapsed since the date on which the employee's current assignment began, adjusted by:

- (1) The addition of the number of months of service that would be required to attain, on the applicable wage schedule, the Standard Rate which the employee was given on the date his or her current assignment began, and
- (2) The addition of the number of months of service applicable pursuant to Paragraph 1(b) above, and
- (3) The deduction of days in excess of a thirty (30) continuous day period of absence occurring since the date on which the employee's current assignment began, if such absence occurred during a period covered by an approved leave of absence or extension thereof.

### **3 Wage Progression**

- (a) Wage Progression shall be continued in accordance with the wage schedules below.
- (b) When an employee completes an indicated period of equivalent service entitling the employee to a progression wage increase, such wage increase will be effective on the first day of the week in which such period of service is completed.

### **4 General Wage Schedule Increases**

The increases in the wage schedules set forth below shall be computed on an exponential basis. Hourly Wage Schedules shall be rounded to the nearest penny. Weekly Wage Schedules shall be rounded to the nearest dollar.

- (a) Initial Wage Increase:** Wage schedules shall be increased by 3% on the Maximum Rates and by 3% on the Minimum Rates in effect on January 1, 2019. The initial general wage increase shall be effective on the payroll period following the date of ratification. The retroactive wages from January 2019 to the date of ratification will be paid as soon as practicable after ratification.
- (b) Second Wage Increase:** Effective January 1, 2020, wage schedules shall be increased by 3 % on the Maximum Rates and by 3% on the Minimum Rates in effect.
- (c) Third Wage Increase:** Effective January 1, 2021, wage schedules shall be increased by 3% on the Maximum Rates and by 3% on the Minimum Rates in effect.

The progression step increases in the wage schedules between the zero (0) month step and the sixty (60) month step will be computed on an exponential basis. The progression steps beyond the sixty (60) month step will be increased based on the wage rate in effect January 1, 2019, at each respective step plus 3% for the initial wage increase, 3% for the second wage increase and 3% for the third wage increase.

An employee's increase in Standard Rate shall be based on the Wage Progression Step to which assigned on the effective date of the aforementioned wage increase.

## WAGE TABLES

### Region 1 (NY, MA, NJ)

	Effective 12-30-2018	Effective 1-1-2019	Effective 1-1-2020	Effective 1-1-2021
	Per week	Per week	per week	per week
Starting rate	\$944.80	\$973.14	\$1,002.34	\$1,032.41
6 months	\$1,049.60	\$1,081.09	\$1,113.52	\$1,146.93
12 months	\$1,166.40	\$1,201.39	\$1,237.43	\$1,274.56
18 months	\$1,296.00	\$1,334.88	\$1,374.93	\$1,416.17
24 months	\$1,440.00	\$1,483.20	\$1,527.70	\$1,573.53
30 months	\$1,600.00	\$1,648.00	\$1,697.44	\$1,748.36
36 months	\$1,764.00	\$1,816.92	\$1,871.43	\$1,927.57

### Region 2 (GA, FL, TX, VA)

	Effective 12-30-2018	Effective 1-1-2019	Effective 1-1-2020	Effective 1-1-2021
	Per Week	Per Week	Per Week	Per Week
Starting rate	\$890.80	\$917.52	\$945.05	\$973.40
6 months	\$990.00	\$1,019.70	\$1,050.29	\$1,081.80
12 months	\$1,100.00	\$1,133.00	\$1,166.99	\$1,202.00
18 months	\$1,222.00	\$1,258.66	\$1,296.42	\$1,335.31
24 months	\$1,357.60	\$1,398.33	\$1,440.28	\$1,483.49
30 months	\$1,508.40	\$1,553.65	\$1,600.26	\$1,648.27
36 months	\$1,676.00	\$1,726.28	\$1,778.07	\$1,831.41

### Region 3 (IL)

	Effective 12-30-2018	Effective 1-1-2019	Effective 1-1-2020	Effective 1-1-2021
	Per Week	Per Week	Per Week	Per Week
Starting rate	\$921.20	\$948.84	\$977.30	\$1,006.62
6 months	\$1,023.60	\$1,054.31	\$1,085.94	\$1,118.52
12 months	\$1,137.20	\$1,171.32	\$1,206.46	\$1,242.65
18 months	\$1,263.60	\$1,301.51	\$1,340.55	\$1,380.77
24 months	\$1,404.00	\$1,446.12	\$1,489.50	\$1,534.19
30 months	\$1,560.00	\$1,606.80	\$1,655.00	\$1,704.65
36 months	\$1,729.20	\$1,781.08	\$1,834.51	\$1,889.54

#### **Region 4 (AZ, CA, WA)**

	Effective 12-30-2018	Effective 1-1-2019	Effective 1-1-2020	Effective 1-1-2021
	Per Week	Per Week	Per Week	Per Week
Starting rate	\$886.00	\$912.58	\$939.96	\$968.16
6 months	\$984.40	\$1,013.93	\$1,044.35	\$1,075.68
12 months	\$1,094.00	\$1,126.82	\$1,160.62	\$1,195.44
18 months	\$1,215.60	\$1,252.07	\$1,289.63	\$1,328.32
24 months	\$1,350.40	\$1,390.91	\$1,432.64	\$1,475.62
30 months	\$1,500.40	\$1,545.41	\$1,591.77	\$1,639.53
36 months	\$1,667.20	\$1,717.22	\$1,768.73	\$1,821.79

### **5 Transfers**

When an employee is permanently transferred within the bargaining unit to another locality where a different wage schedule is applicable, the employee's Standard Rate shall be adjusted to conform to the schedule in the new locality. If the transfer is temporary, then the wage schedule in effect at the employee's permanent work location will be applicable.

### **6 Reassignment to a Title Having a Lower Maximum Standard Rate in Same Locality**

When an employee is reassigned to a title having a lower maximum Standard Rate, such employee's Standard Rate shall be reduced if:

- (a) The employee is reassigned to his or her former title following a temporary promotion, in which case the Standard Rate shall be adjusted to the Standard Rate the employee would have acquired had the employee remained in the lower title.
- (b) The reassignment is employee initiated, in which case the employee's new Standard Rate will be determined by placing the employee on the same step of the lower schedule as the employee occupied on the higher schedule.
- (c) The employee's Standard Rate is higher than the maximum indicated in the wage schedule applicable to the employee's new title, in which case the employee's Standard Rate shall be reduced to such maximum, except as indicated in Article 27 (Reassignment Pay Protection Plan).
- (d) The employee is reassigned because of failure to meet requirements of the job.

### **7 Promotions**

- (a) In determining a candidate's qualifications for promotion within the bargaining unit, the Company will consider many factors including, but not limited to, seniority, attendance, job performance, technical skills and experience. If qualifications are substantially equal, the senior net credited service employee will be selected. The selection shall be subject to the procedures of Article 9 (Grievance) and of Article 10 (Arbitration). The decisions of the Company concerning whether qualifications of the candidates are substantially equal shall be controlling unless the Company is shown to have acted arbitrarily or in bad faith.
- (b) Each employee promoted from one job to another with a higher maximum Standard Rate of pay shall have his or her Standard Rate of pay in the higher rated job

determined by allowing the employee full wage experience credit, both in progression and at maximum, except that when an employee is promoted to a job having a longer progression schedule than that of the job from which the employee is promoted, an employee's wage experience credit shall not exceed:

- (1) Two (2) steps down from maximum on the longer wage schedule if of sixty (60) months or less length;
- (2) Four (4) steps down from maximum on the longer wage schedule if of sixty-one (61) months or more in length;
- (c) If the effect of applying the step down is to decrease wages, then the employee will be placed on the first step of the new schedule that results in a wage increase.

## **8 Tentative Wage Schedule Assignments**

If an employee is assigned to a new territory or locality for which no wage schedule assignment is indicated for the employee's title, the Company shall make a tentative wage schedule assignment to cover the situation. If the final wage schedule assignment is different from the tentative assignment, an employee who holds such position during the period of tentative assignment shall be eligible to receive wage treatment during such period in accordance with the final assignment.

## **ARTICLE 16 - TRANSFERS, TRAVEL ALLOWANCES, AND MOVING EXPENSES**

- 1 The Company may transfer, assign or reassign, temporarily or permanently, bargaining unit employees from one job assignment to another within the same job title and/or from one work location to another. Permanent transfers, assignments or reassignments will be accomplished in accordance with the following:
  - (a) The Company may permanently transfer, assign, or reassign employees within a Geographical Commuting Area (GCA) as the Company may deem necessary or appropriate. Employees' seniority shall be taken into account in the treatment of employees under Article 16, Paragraph 1(a), insofar as the conditions of the business and the abilities of the employees permit. A GCA will include work locations within reasonable commuting distances and shall be defined by the Company's V.P. of Human Resources and the Union's appropriate Vice President.
  - (b) When the Company finds it necessary or appropriate to permanently transfer, assign or reassign bargaining unit employees to a reporting location which is outside the GCA, the Company will seek volunteers in the GCA from which the transfer, assignment or reassignment is to be made. The transfer, assignment or reassignment will be accomplished from among the volunteers in descending order of seniority, provided the Company determines that the volunteers are qualified and can be released.
  - (c) If the Company determines that it cannot effect the transfer, assignment or reassignment pursuant to Paragraph 1(b) above from among the volunteers, the transfer, assignment or reassignment will be effected from among bargaining unit employees in the GCA from which the transfer, assignment or reassignment is to be made in inverse order of seniority, provided the Company determines that those employees are qualified and can be released. If such transfer, assignment or reassignment would require an affected employee to relocate his or her residence as provided under Paragraph 7 below and that employee refuses the assignment, the Company will implement the procedures set forth in Article 24 (Force Adjustment - Layoff, Part-Timing, and Recall) of this Agreement.

- (d) Insofar as the conditions of the business and the abilities of the employees permit, the provisions of Paragraphs 1(a), 1(b) and 1(c) shall apply to temporary transfers, assignments or reassignments.

## **2 Travel Allowances - Temporary Transfers, Assignments or Reassignments Within Commuting Distance**

Travel within fifty (50) road miles from the permanent reporting location will be considered within Commuting Distance.

An employee temporarily transferred, assigned or reassigned to a reporting location within commuting distance of the employee's regular reporting location (whether or not it is within the employee's GCA) which results in an increase in commuting miles and travel and occurs wholly outside the employee's scheduled tour, he/she will be compensated at the highest allowable IRS rate per mile for business travel which does not require inclusion of the amount in the employee's gross income per mile for each mile over and above their normal commute if the employee uses their personal vehicle. If an employee uses mass transportation, he/she will be compensated for the use of their personal vehicle to the location where mass transportation is available in addition to the cost of the mass transportation.

If the employee covered under this Article is temporarily assigned to a reporting location more than fifty (50) road miles, or to a location in which, in the judgment of the Company, daily commuting is not practical, the Company will provide compensation to the employee per the provisions of Article 16, Paragraph 3.

## **3 Travel Allowances - Temporary Transfers, Assignments or Reassignments Beyond Commuting Distance**

- (a) If an employee is temporarily transferred, assigned or reassigned to a reporting location more than fifty (50) road miles from the permanent reporting location, or to a location to which, in the judgment of the Company, daily commuting is not practical, the Company will provide compensation to the employee per the following provisions, at the option of the employee:

- (1) Provide the per diem expense reimbursement of either Paragraph 3(b) or 3(c) plus reimbursement for lodging at the location, or;
- (2) Providing an employee meets the following criteria:
  - (i) Travel to or from the employee's temporary reporting location occurs wholly outside of the employee's scheduled tour,
  - (ii) The employee does not travel via Company provided transportation, and
  - (iii) The transfer, assignment or reassignment results in either a longer commuting distance for the employee or an increase in commuting expense to the employee,

afford the employee the option of reimbursement for actual commuting mileage at the highest IRS allowable rate per mile. Except as provided in 3(e) below, on temporary assignments of greater than one (1) day, commuting time for employees reimbursed pursuant to this Paragraph shall not be considered time worked.

- (b) The per diem expense payment for those temporary transfers, assignments or reassignments in which lodging only is provided shall be the regular per diem rate for meals and incidental expenses as used by the IRS and effective on the day to which



the per diem applies. The rate shall be for the location in the continental United States (contiguous 48 states) to which the employee is transferred assigned or reassigned. For all other locations in the continental United States, the standard per diem rate for meals and incidental expenses used by the IRS shall apply. For Alaska and Hawaii, the per diem rate shall be for proportional meals and local incidental expenses for the location to which the employee is transferred, assigned or reassigned, as adopted by the General Services Administration (GSA) and referenced by the IRS, for travel outside the continental United States on the day to which the per diem applies. If the specific location is not listed, the rate for "other" in Alaska or Hawaii, as applicable, will be used. No other expense reimbursement will be paid on a day for which a per diem is allowed, except for travel related expenses as provided for in Paragraphs 4(c), 5 and/or 6.

- (c) The per diem expense payment for those temporary transfers, assignments or reassignments in which lodging and meals are provided shall be three dollars (\$3.00) a day for the first five (5) days and shall be five dollars (\$5.00) a day for the sixth day and thereafter. This per diem expense reimbursement paid when lodging and meals are provided covers laundry, local transportation, gratuities, and other expenses which the employee may incur. No other expense reimbursement will be paid on a day in which a per diem is allowed, except for travel related expenses as provided for in Paragraphs 4(c), 5 and/or 6.
- (d) Except in the case of an employee attending a Company school at which the employee is required to live and remain, if the temporary work location is more than thirty-five (35) road miles from the employee's regular reporting location, an employee may elect to receive an allowance of forty-five (\$45.00) per day in lieu of board and lodging for each day of the temporary assignment so long as the employee does not actually commute between his or her home and the temporary reporting location.
- (e) Time spent traveling at the start and end of an assignment under the provisions of Paragraphs 3(a) and 3(d) will be considered time worked. This will not include time spent traveling to and from the temporary living quarters to the temporary work location.
- (f) Notwithstanding any other provisions of this Article, an employee eligible to receive a per diem expense payment pursuant to Paragraph 3(b), 3(c), or 3(d) of this Article shall also be reimbursed for telephone calls of reasonable number and length.

#### **4 Interim Return Home**

- (a) If the temporary work location is more than thirty-five (35) road miles from the employee's regular reporting location, the Company will provide for travel reimbursement to return the employee to his or her home for two consecutive non-scheduled days every third week of the temporary assignment.
- (b) In lieu of the provision of Subparagraph 4(a) above, when an employee is attending a Company school at which he or she is required to live and remain, the employee shall be eligible to periodically return to his or her home according to the requirements of the school.
- (c) Employees who are authorized to periodically return to their homes shall be reimbursed, as determined by the Company, as follows:
  - (1) Personal vehicle usage at the highest IRS allowable rate per mile plus actual out-of-pocket, travel-related expenses; or

- (2) Authorized expense for travel by public transportation when such is convenient.
- (d) Time spent traveling under the provisions of this Paragraph shall not be considered as time worked.
- (e) When an employee leaves the temporary location under these provisions, the employee will release his or her room and make a reservation for the date of return. The Company shall not be required to pay lodging not actually used.

## **5 Transportation to Temporary Assignment**

- (a) The Company will provide or determine the mode of transportation to the temporary assignment.
- (b) Should the employee request and be granted permission to use a means of transportation other than the preferred Company mode of transportation, reimbursement will be made as follows:
  - (1) Time for travel will be based on a reasonable duration had the employee used the Company preferred mode of transportation.
  - (2) Personal vehicle usage will be reimbursed at the highest IRS allowable rate per mile up to the cost of the lowest round trip fare to the temporary assigned destination, based on the Company's preferred mode of transportation.
  - (3) No per diem expense reimbursement or lodging reimbursement will be made over what would have been reimbursed had the preferred Company mode of transportation been used.

## **6 Travel Expenses During Work Time**

Employees required to travel after the start of or before the end of their tours will be provided transportation by the Company or reimbursed for travel-related out-of-pocket expenses and/or authorized use of their personal vehicle in connection with such travel. Employees who travel by public transportation will be reimbursed for their actual out-of-pocket, travel-related expenses. Employees who are authorized to use their personal vehicles for such travel will be reimbursed at the highest IRS allowable rate per mile plus actual out-of-pocket, travel-related expenses.

## **7 Moving Expenses**

- (a) An employee (1) who is permanently transferred, assigned or reassigned outside the GCA according to the provisions of Paragraph 1(b) and/or 1(c), and (2) whose new reporting location is more than thirty-five (35) road miles distant from the employee's old reporting location, and (3) who has an increase in road miles from the employee's current permanent residence to the new work location will be provided a lump sum payment of \$13,000.00 or the amount of termination allowance the employee would receive if the employee were laid off, whichever is less; provided however, that in no case shall such a relocating employee be paid a lump sum payment of less than \$7,000.00.
  - (1) The lump sum payment will be subject to the withholding of appropriate taxes.
  - (2) Appropriate change-of-residence documentation will be provided to management within forty-five (45) days of the change of residence.
  - (3) Change of residence must be completed within one (1) year of the date of transfer.

- (b) An employee entitled to moving expenses under the provisions of Paragraph 7(a) may elect not to relocate his or her residence and shall be entitled to receive a one-time lump sum allowance of \$1,500.00 in lieu of such moving expenses provided this election is made within one (1) year of the date of transfer.
- (c) Employees transferred via Article 16 who meet the relocation criteria in Article 16, Paragraph 7(a), and are compensated for actually relocating their residence, shall be offered the opportunity to move back to the former location with relocation compensation for the lesser of: (1) the termination allowance for which they would have been eligible upon layoff; or (2) \$13,000.00 if the following conditions are met:
  - (1) The employee is laid off at the new site within three (3) years of placement; and
  - (2) The employee relocates back to the original geographical location; and
  - (3) The employee does not qualify for any other Company provided relocation compensation program.

#### **ARTICLE 17 - NEW JOB TITLES AND JOB CLASSIFICATIONS**

- 1 Whenever the Company determines it appropriate to create a new job title or job classification in the bargaining unit, or to restructure or redefine an existing one, it shall provide advance notice of that action to the Union. Such notice shall include the job title or classification, a job description of the duties for such job title or classification, and the initial Standard Rates and wage schedule for such job title or classification. The Company may proceed to staff such job title or classification after thirty (30) days from such notice.
- 2 Within thirty (30) days from receipt of such notice, the Union may initiate negotiations concerning the initial Standard Rates or wage schedules which the Company has established for the new or restructured job title or classification.
- 3 If negotiations are not so initiated, the initial Standard Rates and wage schedules set by the Company shall remain in effect.
- 4 If agreement is reached between the parties within sixty (60) days following the Union's receipt of notice from the Company concerning the initial Standard Rates and wage schedules, the agreed upon Standard Rates and wage schedules shall be implemented as of the date of such agreement.
- 5 If negotiations are initiated pursuant to Paragraph 2, above, and if the parties are unable to reach agreement on a schedule of Standard Rates for the new or restructured job title or classification within sixty (60) days following the Union's receipt of notice from the Company, the Union may, within thirty (30) days of the expiration of the sixty (60) day period for negotiations, demand that the issue of an appropriate schedule of Standard Rates for the new or restructured job title or classification be submitted for resolution to a neutral third party, to be selected by mutual agreement from among those who possess acknowledged expertise in the area of job evaluation. The parties may submit all evidence deemed relevant to the issue to the neutral third party. At the request of either party, a hearing shall be held to receive such evidence. Any such meeting or hearing shall be held within thirty (30) days after the matter is referred to the neutral third party, who shall render a written decision as to an appropriate schedule of Standard Rates for the new or restructured job title or classification within sixty (60) days of the date that the matter is first referred for resolution. In the event the neutral third party determines that a different schedule of rates is appropriate, the new schedule shall be placed in effect as of the date of the neutral third party's decision.

- 6 The procedures set forth herein shall also apply when the Company creates a new job or re-evaluates a position or function held by an employee resulting in a reduction in the employee's Standard Rate or level. The Union will be given the opportunity to perform its own job evaluation or joint job evaluation within thirty (30) days of notification as described in Paragraph 1.
- 7 The procedures set forth in Paragraph 5, above, shall be the exclusive means by which the Union may contest the schedule of Standard Rates which the Company sets for any new or restructured job title or classification or the decision of the Company in re-evaluating a function or position held by an employee resulting in a reduction in the employee's Standard Rate or level.

#### **ARTICLE 18 - CLASSIFICATION AND TREATMENT OF PART-TIME EMPLOYEES**

- 1 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 Hourly Adjusted Rate.
- 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" (EWW) classification of each part-time employee shall be reviewed by the Company on or about February 1 and August 1 of each year and adjusted as appropriate. In determining the appropriate EWW, the Company will consider the actual average number of hours worked in each of the two (2) quarters during the preceding six (6) month period except that any hours worked which are paid at the overtime rate shall not be counted in computing the average number of hours worked. If the result in both of the preceding two (2) quarters is a number higher than the employee's existing EWW, the employee will be reclassified to the classification represented by the lower of the two (2) quarters. If the result in one (1) of the two (2) preceding quarters is equal to or lower than the employee's existing EWW, and the result of the other quarter is equal to or greater than the employee's existing EWW, then the employee's existing EWW will remain unchanged. If the result in both the preceding two (2) quarters is a number lower than the employee's existing EWW, the employee will be reclassified to the classification represented by the higher of the two (2) quarters.
- 4 Payments to a regular part-time employee for disability under the Company Pension Plan and the Company's disability plan, vacations, holiday, anticipated disability leave and sickness absence (not under the Company's disability plan), or termination allowance (or its equivalent) shall be prorated based on the relationship of the individual part-time employees "part-time equivalent work week" to the normal work week of a comparable full time employee in the same job title, classification or work group. A part-time employee shall not be paid for time not worked for absence due to sickness (not under the Company's disability plan) unless such absence due to sickness occurs on a day of the week on which the employee is normally scheduled to work and the employee is eligible for pay for personal illness in accordance with Article 20 as applicable.

- 5 Part-time employees shall, if otherwise eligible to participate under the terms of such plans, be eligible for coverage under benefit plans, programs, and policies noted in Article 19 – Benefit Plans, Programs, and Policies.
- 6 Part-time employees, regardless of classification, shall be eligible for Excused Work Days on a pro-rata basis based upon the ratio of any such part-time employee's equivalent work week to the normal work week of a comparable full-time employee.

## **ARTICLE 19 - BENEFIT PLANS, PROGRAMS, AND POLICIES**

The means for fulfilling the terms of this Article may be the Company's adoption of its own plan and associated plan document or participation in an equivalent plan having a plan document that includes, for bargained-for personnel, the benefits agreed to be provided pursuant to this Article and substantially the terms, provisions and conditions under which such benefits are to be provided. The sole remedy for issues with respect to the validity or amount of any claim for benefits is the claim and appeal process as defined in the individual benefits plans and programs. The parties agree to the plans and programs described below. Copies of the plan documents, Summary Plan Descriptions (SPDs) and Summary of Material Modifications (SMMs) of these plans, policies and programs have been provided to the Union. If there is any difference between these Summary Plan Descriptions and the ERISA plans or programs (including amendments thereto), the plan texts shall govern.

### **1. HEALTH AND WELFARE BENEFIT PLANS**

- A. Effective January 1, 2019, current employees shall be eligible to participate in the benefit plans, programs and policies, identified in the chart below, as described in the applicable SPDs and SMMs, except as noted herein.

<b>Plan/Program/Policy</b>
Cigna Medical HDHP1 and HDHP 2 Plans
MetLife Enhanced Employee Assistance Program
MetLife Dental PPO and Dental HMO Plans
MetLife Vision PPO Plan
MetLife Basic Life and AD&D Plans
Discovery Benefits Medical, Limited Purpose and Dependent Care Flexible Spending Accounts
MetLife Short and Long Term Disability Plans
Discovery Benefits Parking and Transit Plans
Adoption Reimbursement Policy
MetLife Voluntary Benefits (Life, AD&D, Accident, Critical Illness (includes cancer) and Hospital Indemnity*

\*Upon notice to the Union, the Company may unilaterally modify the voluntary benefits provided from time to time or discontinue without further discussions with the Union.

Employees who terminate employment with the Company during the term of this Agreement and are eligible for post-retirement medical coverage under the terms of the medical program the Employee was eligible for as an active Employee as of the date of termination (an "Eligible Retired Employee") will be eligible, during the term of this Agreement, for coverage under the Cigna Medical HDHP1 and HDHP2 Plans, MetLife DPPO and DHMO Plans, MetLife Basic Life and AD&D Plans, MetLife Vision PPO Plan, subject to changes to benefits resulting from the operation of existing plan provisions and amendments necessary to comply with changes in the law, and with the exceptions identified in Summary Outlines below.

The Summary Outline below provides a summary of certain plan, program and/or policy terms, conditions and provisions, including any which are exceptions to terms, conditions and provisions described in the applicable SPDs and SMMs as well as any which differ among groups of employees eligible to participate in a particular plan, program or policy, such as the applicable deductible or copayment amount. If there are discrepancies between the specific information provided in the Summary Outlines and the plan documents, SPDs or SMMs, the information provided in the plan documents, SPDs or SMMs will govern.

It is understood that certain benefits described in the Summary Outlines are subject to change to comply with implementation of PPACA and associated regulations and agency guidance. The Company will notify the Union of the changes the Company intends to make to conform the benefits under this Agreement with final regulations and guidance under PPACA and any amendment determined to be necessary due to changes in the law. Should any of these changes require bargaining, all other terms and provisions of the Agreement will remain in effect through expiration.

## **2. PENSION AND SAVINGS BENEFIT PLAN**

Employees shall be eligible to participate in the benefit plans, programs and policies identified in the chart below, as described in the applicable SPDs and SMMs, except as noted herein.

<b>Plan/Program/Policy</b>
Evoque Data Center Solutions Pension Benefits Plan
Evoque Legacy Bargained Program of the Evoque Data Center Solutions Pension Benefit Plan
Bargained Cash Balance Program #2 of the Evoque Data Center Solutions Pension Benefit Plan

**Pension Band Increases.** Employees who participate in the Evoque Legacy Bargained Program of the Evoque Data Center Solutions Pension Benefit Plan will be eligible for the following pension band increases:

1.0% effective January 1, 2019

1.0% effective January 1, 2020

1.0% effective January 1, 2021

3. Except as provided in this Article, there shall be no negotiations during the life of this Agreement upon changes in pensions or any other subjects covered by the existing employee benefit plans, programs and policies.
4. In the event, during the life of this Agreement, the Company proposes to amend any of the existing employee benefit plans, programs and/or policies or their successors, in a manner that affects benefits or privileges of employees represented by the Union, it will before doing so notify the Union of its proposal and afford the Union a period of sixty (60) calendar days for bargaining on said proposal; provided however that no amendment may be made in the employee benefit plans, programs and/or policies which would reduce or diminish the benefits or privileges provided thereunder as they apply to employees represented by the Union without its consent.
5. Any dispute involving the true intent and meaning of preceding paragraph may be presented as a grievance and if not resolved by the parties, it may be submitted to the arbitration procedure of this Agreement. Nothing in this Agreement shall be construed to subject the employee benefit plans, programs, and/or policies referenced in this Article (or their successors) to arbitration.

### **Wellness Programs**

Effective as soon as administratively feasible on or after January 1, 2019, employees shall be eligible to participate in the wellness programs provided by the Company.

The wellness programs include access to an online portal with a variety of tools and resources. Below are examples of the benefits and services that would be made available to eligible bargained Employees:

- Healthy Babies – Cigna Maternity
  - Comprehensive maternity care program from the day a woman is confirmed pregnant by a doctor through the birth and onto post-delivery care, including access to lactation consulting insight and help
- Lifestyle Management Programs – One on One coaching for:
  - Weight Management
  - Stress Management
  - Tobacco Cessation
  - Weekend and evening hours
- Why is Cigna Calling me?
  - When a member or their covered dependent is diagnosed with a certain disease, condition, ailment or even prescribed certain medications (generally things tied to diabetes, heart disease, cancer, etc.), Cigna will reach out and attempt to connect that person with the most appropriate Health Advocate to help them understand what the diagnosis means, how to manage it and ultimately ways to improve the condition where possible.
- Health Advocates are:
  - Registered Nurses
  - Behavioral Specialists
  - Exercise Specialist
  - Nutritionist
  - Health Educators
  - “Coach By Cigna” Mobile App
    - Optimized for Apple and Android
    - App to help manage and track exercise, food, sleep, stress and weight

- Apps and Activities
  - Info on what apps, such as Fitbit, that can be connected to MyCigna
- My health Assistant – Personal Coaching Service to manage:
  - Diet
  - Exercise
  - Stress
  - Weight
  - Diabetes
  - Heart Disease
  - Smoking
  - COPD
  - Asthma

## **WORK AND FAMILY PROGRAMS**

The Company agrees to provide the following Family Care Programs:

### **Family Resource Programs**

Child Care Resources & Referral  
 Elder Care Resources & Referral  
 School Smart Educational Resources Initiative  
 Adoption Resources & Referral  
 Adult Disability Consultation & Referral Services  
 Caring for Self Consultation Services

### **Leaves of Absence**

Care of Newborn/Newly Adopted Child Leave  
 Family Care Leave  
 FMLA  
 Family safe and sick

### **Gradual Return to Work**

The Gradual Return to Work Program will continue for those returning from a Family Care Leave or a Care of a Newborn/Newly Adopted Child Leave up to a maximum of six (6) months.



## Evoque 2019 Core Benefits Outline Summary

Provision	Current Evoque Employees as of January 1, 2019 and 2019 New Hires								
Active Employees									
Effective Date(s)	Health & Welfare 1/1/2019								
Eligibility									
For Medical, Dental, Vision, Life, Disability, Worksite Voluntary Plans, FSA and Commuter	<p><u>Current Employees and 2019 New Hires</u> Applicable Programs:</p> <p>Medical - Evoque Employee Medical Program Dental - Evoque Dental Program  Vision - Evoque Vision Program  Life - Evoque Group Life Insurance Program for Active Employees* Disability - Evoque Group  Disability Program for Active Employee's Worksite Voluntary Plans - Evoque Worksite Voluntary  Plan Program FSA - Evoque FSA Program  Commuter - Evoque Commuter Program</p> <p>* Includes Employee, Spouse and Child Supplemental Life and AD&amp;D provisions</p>								
Medical									
Program	<p><u>Current Employees and 2019 New Hires</u></p> <p>Evoque Employee Medical Program Choice of Options 1 or 2 as defined below</p>								
Dependent Eligibility	<p><u>Current Employees and 2019 New Hires</u></p> <p>Spouse, Same and opposite sex domestic partner, child under the age of 26 and incapacitated child</p>								
Eligibility for Coverage	<p><u>Current Employees and 2019 New Hires</u></p> <p>Unless otherwise indicated, the benefits program covers regular "full-time" employees. Full-time, as defined for purposes of benefit plan eligibility, is a standard work week of at least 30 hours. Part-time, contract and temporary employees are not eligible for benefits other than those mandated by federal, state, or local statute.</p>								
Eligibility for Company Subsidy	<p><u>Current Employees and 2019 New Hires</u></p> <p><u>Individual and Family Coverage:</u>  Company subsidy for employees enrolled in both individual and family coverage will begin on the employees date of hire or date they become benefit eligible</p>								
Active Full Time Monthly Contributions	<p><u>Current Employees and 2019 New Hires</u></p> <table border="1"> <tr> <td colspan="2">Bargained Employees Monthly Contribution Amounts</td></tr> <tr> <td>Option 1: Individual - \$129 Family - \$267</td><td>Option 2: Individual - \$50 Family - \$124</td></tr> <tr> <td colspan="2">Non - Bargained Employees Monthly Contribution Amounts</td></tr> <tr> <td>Option 1: Individual - \$176 Family - \$362</td><td>Option 2: Individual - \$90 Family - \$222</td></tr> </table>	Bargained Employees Monthly Contribution Amounts		Option 1: Individual - \$129 Family - \$267	Option 2: Individual - \$50 Family - \$124	Non - Bargained Employees Monthly Contribution Amounts		Option 1: Individual - \$176 Family - \$362	Option 2: Individual - \$90 Family - \$222
Bargained Employees Monthly Contribution Amounts									
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Non - Bargained Employees Monthly Contribution Amounts									
Option 1: Individual - \$176 Family - \$362	Option 2: Individual - \$90 Family - \$222								
Active Part-Time Monthly Contributions	<p><u>Current Employees and 2019 New Hires</u></p> <p>Part-Time employees are not eligible</p>								

Provision	Current Evoque Employees as of January 1, 2019 and 2019 New Hires	
Annual Deductible	<u>Current Employees and 2019 New Hires</u>	
	Option 1:	
	<u>In-Network</u> Ind. - \$600 Family - \$1,200	<u>Non-Network</u> Ind. - \$2,100 Family - \$4,200
	Option 2:	
	<u>In-Network</u> Ind. - \$1,350 Family - \$2,700	<u>Non-Network</u> Ind. - \$2,700 Family - \$5,400
	For both options 1 and 2 if the coverage tier is Family, no individual can receive benefits until the family Annual Deductible is met. The family Annual Deductible can be met by one or a combination of covered family members.	
General Copay/Coinsurance	<u>Current Employees and 2019 New Hires</u>	
	Option 1:	
	<u>In-Network</u> Preventative - Copay Not Applicable/0% Ded Waive Sickness/Illness - Copay Not Applicable/10% after Ded	<u>Non-Network</u> Preventative - No Benefit Sickness/Illness - Copay Not Applicable/50% after Ded
	Option 2:	
	<u>In-Network</u> Preventative - Copay Not Applicable/0% Ded Waive Sickness/Illness - Copay Not Applicable/10% after Ded	<u>Non-Network</u> Preventative - No Benefit Sickness/Illness - Copay Not Applicable/50% after Ded
Office Visit Copay/Coinsurance	<u>Current Employees and 2019 New Hires</u>	
	Option 1:	
	<u>In-Network</u> Primary Care - Copay Not Applicable/10% after Ded Specialist - Copay Not Applicable/10% after Ded	<u>Non-Network</u> Primary Care - Copay Not Applicable/50% after Ded Specialist - Copay Not Applicable/50% after Ded
	Option 2:	
	<u>In-Network</u> Primary Care - Copay Not Applicable/10% after Ded Specialist - Copay Not Applicable/10% after Ded	<u>Non-Network</u> Primary Care - Copay Not Applicable/50% after Ded Specialist - Copay Not Applicable/50% after Ded
Urgent Care, Facility/Professional Services Copay/Coinsurance	<u>Current Employees and 2019 New Hires</u>	
	Option 1:	
	<u>In-Network</u> Copay Not Applicable/10% after Ded	<u>Non-Network</u> Copay Not Applicable/50% after Ded
	Option 2:	
	<u>In-Network</u> Copay Not Applicable/10% after Ded	<u>Non-Network</u> Copay Not Applicable/50% after Ded
Emergency Room, Facility/Professional Services Copay/Coinsurance	<u>Current Employees and 2019 New Hires</u>	
	Option 1:	
	<u>In-Network</u> Copay Not Applicable/10% after Ded	<u>Non-Network</u> Copay Not Applicable/10% after Ded
	Option 2:	
	<u>In-Network</u> Copay Not Applicable/10% after Ded	<u>Non-Network</u> Copay Not Applicable/10% after Ded

Provision	Current Evoque Employees as of January 1, 2019 and 2019 New Hires			
Hospital Inpatient/Outpatient Facility/Professional Services Copay/Coinsurance	<u>Current Employees and 2019 New Hires</u>			
	Option 1:			
	<u>In-Network</u> after Ded	Copay Not Applicable/10%	<u>Non-Network</u> after Ded	Copay Not Applicable/50%
Tests (all tests including x-ray, radiology, lab tests, etc.) Copay/Coinsurance	<u>Current Employees and 2019 New Hires</u>			
	Option 1:			
	<u>In-Network</u> after Ded	Copay Not Applicable/10%	<u>Non-Network</u> after Ded	Copay Not Applicable/50%
Hearing Benefit (must be deemed medically necessary) Copay/Coinsurance	<u>Current Employees and 2019 New Hires</u>			
	Option 1:			
	<u>In-Network</u> after Ded	Copay Not Applicable/10%	<u>Non-Network</u> after Ded	Copay Not Applicable/50%
Mental Health/Substance Abuse (MH/SA) Inpatient/Outpatient Copay/Coinsurance	<u>Current Employees and 2019 New Hires</u>			
	Option 1:			
	<u>In-Network</u> after Ded	Copay Not Applicable/10%	<u>Non-Network</u> after Ded	Copay Not Applicable/50%
Annual Out of Pocket Maximums (OOP)	<u>Current Employees and 2019 New Hires</u>			
	Option 1:			
	<u>In-Network</u> Ind. - \$3,000 Family - \$6,000		<u>Non-Network</u> Ind. - \$9,000 Family - \$18,000	
	Option 2:			
	<u>In-Network</u> Ind. - \$2,700 Family - \$5,400		<u>Non-Network</u> Ind. - \$7,000 Family - \$14,000	
	For both options 1 and 2 the OOP Max includes; annual deductibles and pharmacy copays. If the coverage is family on both options 1 and 2 the applicable family OOP max must be met before the plan pays 100% of future allowable charges for eligible expenses.			

Provision	Current Evoque Employees as of January 1, 2019 and 2019 New Hires		
Prescription Drug Program (Rx)	<u>Current Employees and 2019 New Hires</u>		
	Option 1: No Rx specific deductible, OOP max integrated with medical		
	<table><tr><td><u>In-Network</u>    Retail 30 day supply Generic - \$10 copay, ded waived Preferred - \$20 copay, ded waived Non-Preferred - \$40 copay, ded waived  Mail Order 90 supply - 2x retail copay</td><td><u>Non-Network</u>    All tiers - 50% after ded</td></tr></table>	<u>In-Network</u> Retail 30 day supply Generic - \$10 copay, ded waived Preferred - \$20 copay, ded waived Non-Preferred - \$40 copay, ded waived  Mail Order 90 supply - 2x retail copay	<u>Non-Network</u> All tiers - 50% after ded
	<u>In-Network</u> Retail 30 day supply Generic - \$10 copay, ded waived Preferred - \$20 copay, ded waived Non-Preferred - \$40 copay, ded waived  Mail Order 90 supply - 2x retail copay	<u>Non-Network</u> All tiers - 50% after ded	
	Option 2: No Rx specific deductible, OOP max integrated with medical		
<table><tr><td><u>In-Network</u>    Retail 30 day supply Generic - \$10 copay, ded waived Preferred - \$20 copay, ded waived Non-Preferred - \$40 copay, ded waived  Mail Order 90 supply - 2x retail copay</td><td><u>Non-Network</u>    All tiers - 50% after ded</td></tr></table>	<u>In-Network</u> Retail 30 day supply Generic - \$10 copay, ded waived Preferred - \$20 copay, ded waived Non-Preferred - \$40 copay, ded waived  Mail Order 90 supply - 2x retail copay	<u>Non-Network</u> All tiers - 50% after ded	
<u>In-Network</u> Retail 30 day supply Generic - \$10 copay, ded waived Preferred - \$20 copay, ded waived Non-Preferred - \$40 copay, ded waived  Mail Order 90 supply - 2x retail copay	<u>Non-Network</u> All tiers - 50% after ded		
There is no mandatory main order provision on maintenance drugs for both options 1 and 2. Both options 1 and 2 offer Specialty pharmacy coverage. Step Therapy applies for certain prescriptions on both options 1 and 2.			
Employee Assistance Program (EAP)	<u>Current Employees and 2019 New Hires</u>		
	Program: Evoque EAP program with up to 5 EAP visits per occurrence		
Disability Program	<u>Current Employees and 2019 New Hires</u>		
	Short Term Disability: For Bargained and Non-Bargained Employees 60% of earnings to \$2,000 per week		
	Long Term Disability: For Bargained and Non-Bargained Employees 60% of earnings to \$10,000 per month		
Dental			
Program	<u>Current Employees and 2019 New Hires</u>		
	Evoque Employee Dental Program Choice of Options 1 or 2 as defined below		
Dependent Eligibility	<u>Current Employees and 2019 New Hires</u>		
	Spouse, Same and opposite sex domestic partner, child under the age of 26 and incapacitated child		
Eligibility for Coverage	<u>Current Employees and 2019 New Hires</u>		
	Unless otherwise indicated, the benefits program covers regular “full-time” employees. Full-time, as defined for purposes of benefit plan eligibility, is a standard work week of at least 30 hours. Part-time, contract and temporary employees are not eligible for benefits other than those mandated by federal, state, or local statute.		
Eligibility for Company Subsidy	<u>Current Employees and 2019 New Hires</u>		
	<u>Individual and Family Coverage:</u> Company subsidy for employees enrolled in both individual and family coverage will begin on the employees date of hire or date they become benefit eligible		

Provision	Current Evoque Employees as of January 1, 2019 and 2019 New Hires	
Active Full Time Monthly Contributions	<u>Current Employees and 2019 New Hires</u>	
	Bargained Employees Monthly Contribution Amounts	
	Option 1: DHMO Individual - \$7.00 Employee + Spouse - \$14.00 Employee + Child(ren) - \$14.00 Family - \$23.00	Option 2: DPPO Individual - \$7.00 Employee + Spouse - \$14.00 Employee + Child(ren) - \$14.00 Family - \$23.00
	Non - Bargained Employees Monthly Contribution Amounts	
	Option 1: DHMO Individual - \$7.00 Employee + Spouse - \$14.00 Employee + Child(ren) - \$14.00 Family - \$23.00	Option 2: DPPO Individual - \$7.00 Employee + Spouse - \$14.00 Employee + Child(ren) - \$14.00 Family - \$23.00
Active Part-Time Monthly Contributions	<u>Current Employees and 2019 New Hires</u> Part-Time employees are not eligible	
Annual Deductible	<u>Current Employees and 2019 New Hires</u>	
	Option 1: DHMO	
	<u>In-Network</u> Ind. - \$0 Family - \$0	<u>Non-Network</u> No Benefits
	Option 2: DPPO	
	<u>In-Network</u> Ind. - \$50 Family - \$150	<u>Non-Network</u> Ind. - \$50 Family - \$150
Annual Maximum Benefit	<u>Current Employees and 2019 New Hires</u>	
	Option 1: DHMO	
	No Maximum applies, all services covered at specific copays	
	Option 2: DPPO	
	\$2,000 per covered member	
Orthodontia Lifetime Maximum Benefit	<u>Current Employees and 2019 New Hires</u>	
	Option 1: DHMO	
	No Maximum applies, all services covered at specific copays	
	Option 2: DPPO	
	\$2,000 per covered member	
Coverage Levels	<u>Current Employees and 2019 New Hires</u>	
	Option 1: DHMO	
	<u>In-Network</u> Diagnostic/Preventative Services - No Charge Basic Services - copay schedule Major Services - copay schedule Endodontic Services - copay schedule Periodontics services - copay schedule Oral Surgery - copay schedule	<u>Non-Network</u> No Benefits
	Option 2: DPPO	
	<u>In-Network</u> Diagnostic/Preventative Services - No Charge Basic Services - 10% after Ded Major Services - 40% after Ded Endodontic Services - 10% after Ded Periodontics services - 10% after Ded Oral Surgery - 10% after Ded	<u>Non-Network</u> Diagnostic/Preventative Services - No Charge Basic Services - 10% after Ded Major Services - 40% after Ded Endodontic Services - 10% after Ded Periodontics services - 10% after Ded Oral Surgery - 10% after Ded

Provision	Current Evoque Employees as of January 1, 2019 and 2019 New Hires		
Vision Program	<p><u>Current Employees and 2019 New Hires</u></p> <p>Evoque Employee Vision Program Choice of 1 plan as defined below</p>		
Dependent Eligibility	<p><u>Current Employees and 2019 New Hires</u></p> <p>Spouse, Same and opposite sex domestic partner, child under the age of 26 and incapacitated child</p>		
Eligibility for Coverage	<p><u>Current Employees and 2019 New Hires</u></p> <p>Unless otherwise indicated, the benefits program covers regular "full-time" employees. Full-time, as defined for purposes of benefit plan eligibility, is a standard work week of at least 30 hours. Part-time, contract and temporary employees are not eligible for benefits other than those mandated by federal, state, or local statute.</p>		
Eligibility for Company Subsidy	<p><u>Current Employees and 2019 New Hires</u></p> <p><u>Individual and Family Coverage:</u> Company subsidy for employees enrolled in both individual and family coverage will begin on the employees date of hire or date they become benefit eligible</p>		
Active Full Time Monthly Contributions	<p><u>Current Employees and 2019 New Hires</u></p> <p>Bargained Employees Monthly Contribution Amounts</p> <p>Vision Plan Individual - \$2.00 Employee + Spouse - \$4.50 Employee + Child(ren) - \$4.50 Family - \$7.50</p> <p>Non - Bargained Employees Monthly Contribution Amounts</p> <p>Vision Plan Individual - \$2.00 Employee + Spouse - \$4.50 Employee + Child(ren) - \$4.50 Family - \$7.50</p>		
Active Part-Time Monthly Contributions	<p><u>Current Employees and 2019 New Hires</u> Part-Time employees are not eligible</p>		
Coverage Levels	<p><u>Current Employees and 2019 New Hires</u></p> <p>Vision Plan</p> <table border="1"> <tr> <td> <p><u>In-Network</u> Exam - \$10 copay Lenses - \$10 copay</p> <p>Frames - \$150 allowance; 20% discount over \$150</p> <p>Contacts - \$150 allowance; 15% discount over \$150</p> <p>Elective Contacts - covered in full</p> </td><td> <p><u>Non-Network</u> Exam - \$45 allowance</p> <p>Lenses - \$30 - \$50 allowances Frames - \$70 allowance</p> <p>Contacts - \$105 allowance</p> <p>Elective Contacts - \$120 allowance</p> </td></tr> </table>	<p><u>In-Network</u> Exam - \$10 copay Lenses - \$10 copay</p> <p>Frames - \$150 allowance; 20% discount over \$150</p> <p>Contacts - \$150 allowance; 15% discount over \$150</p> <p>Elective Contacts - covered in full</p>	<p><u>Non-Network</u> Exam - \$45 allowance</p> <p>Lenses - \$30 - \$50 allowances Frames - \$70 allowance</p> <p>Contacts - \$105 allowance</p> <p>Elective Contacts - \$120 allowance</p>
<p><u>In-Network</u> Exam - \$10 copay Lenses - \$10 copay</p> <p>Frames - \$150 allowance; 20% discount over \$150</p> <p>Contacts - \$150 allowance; 15% discount over \$150</p> <p>Elective Contacts - covered in full</p>	<p><u>Non-Network</u> Exam - \$45 allowance</p> <p>Lenses - \$30 - \$50 allowances Frames - \$70 allowance</p> <p>Contacts - \$105 allowance</p> <p>Elective Contacts - \$120 allowance</p>		
Flexible Spending Account (FSA)			
Program	<p><u>Current Employees and 2019 New Hires</u></p> <p>Evoque Employee FSA Program Choice of Options 1, 2 or 3 as defined below</p>		
Eligibility for Coverage	<p><u>Current Employees and 2019 New Hires</u></p> <p>Unless otherwise indicated, the benefits program covers regular "full-time" employees. Full-time, as defined for purposes of benefit plan eligibility, is a standard work week of at least 30 hours. Part-time, contract and temporary employees are not eligible for benefits other than those mandated by federal, state, or local statute.</p>		
Annual Maximum Contribution	<p><u>Current Employees and 2019 New Hires</u></p> <p>Option 1: Medical FSA - \$2,700</p> <p>Option 2: Limited Purpose FSA - \$2,700</p> <p>Option 3: Dependent Care FSA - \$5,000</p>		

Provision	Current Evoque Employees as of January 1, 2019 and 2019 New Hires
Life Insurance Program	<u>Current Employees and 2019 New Hires</u> Evoque Employee Life Insurance Program
Eligibility for Coverage	<u>Current Employees and 2019 New Hires</u> Unless otherwise indicated, the benefits program covers regular "full-time" employees. Full-time, as defined for purposes of benefit plan eligibility, is a standard work week of at least 30 hours. Part-time, contract and temporary employees are not eligible for benefits other than those mandated by federal, state, or local statute.
Active Benefits	<u>Current Employees and 2019 New Hires</u> Basic Life - 2x salary to \$500,000 Basic AD&D - 2x Salary to \$500,000 Coverage amounts reduced to 65% at age 65
Definition of Pay	<u>Current Employees and 2019 New Hire</u> All regular earnings in a 12 month look back period
Commuter Program	<u>Current Employees and 2019 New Hires</u> Evoque Employee Commuter Program
Eligibility for Coverage	<u>Current Employees and 2019 New Hires</u> Unless otherwise indicated, the benefits program covers regular "full-time" employees. Full-time, as defined for purposes of benefit plan eligibility, is a standard work week of at least 30 hours. Part-time, contract and temporary employees are not eligible for benefits other than those mandated by federal, state, or local statute.
Active Benefits	<u>Current Employees and 2019 New Hires</u> Parking - \$265 per month Transit - \$265 per month
Worksite Voluntary Plans Program	<u>Current Employees and 2019 New Hires</u> Evoque Employee Worksite Voluntary Benefits Program
Eligibility for Coverage	<u>Current Employees and 2019 New Hire</u> Unless otherwise indicated, the benefits program covers regular "full-time" employees. Full-time, as defined for purposes of benefit plan eligibility, is a standard work week of at least 30 hours. Part-time, contract and temporary employees are not eligible for benefits other than those mandated by federal, state, or local statute.
Active Benefits	<u>Current Employees and 2019 New Hires</u> Accident - see schedule Critical Illness - see schedule Hospital Indemnity - see schedule

### Monthly Benefit Table

(Effective January 1, 2019)

For eligible employees whose net credited service is at least fifteen (15) years as of June 30, 1998, and who terminate employment on or after January 1, 2019, the Monthly Benefit Table shall be as follows:

Pension Band	Dollar Amount	Pension Band	Dollar Amount
101	40.34	119	71.0
102	42.03	120	72.67
103	43.74	121	74.36
104	45.42	122	76.10
105	47.14	123	77.75
106	48.84	124	79.49
107	50.61	125	81.22
108	52.28	126	82.88
109	53.99	127	84.59
110	55.68	128	86.28
111	57.40	129	87.99
112	59.06	130	89.68
113	60.79	131	91.42
114	62.46	132	93.09
115	64.18	133	94.78

(Effective January 1, 2020)

For eligible employees whose net credited service is at least fifteen (15) years as of June 30, 1998, and who terminate employment on or after January 1, 2020, the Monthly Benefit Table shall be as follows:

Pension Band	Dollar Amount	Pension Band	Dollar Amount
101	40.74	119	71.71
102	42.45	120	73.39
103	44.18	121	75.10
104	45.87	122	76.86
105	47.61	123	78.53
106	49.33	124	80.28
107	51.12	125	82.04
108	52.80	126	83.71
109	54.53	127	85.43
110	56.24	128	87.15



<b>111</b>	57.97	<b>129</b>	88.87
<b>112</b>	59.66	<b>130</b>	90.57
<b>113</b>	61.40	<b>131</b>	92.33
<b>114</b>	63.08	<b>132</b>	94.02
<b>115</b>	64.82	<b>133</b>	95.73

(Effective January 1, 2021)

For eligible employees whose net credited service is at least fifteen (15) years as of June 30, 1998, and who terminate employment on or after January 1, 2021, the Monthly Benefit Table shall be as follows:

<b>Pension Band</b>	<b>Dollar Amount</b>	<b>Pension Band</b>	<b>Dollar Amount</b>
<b>101</b>	41.15	<b>119</b>	72.43
<b>102</b>	42.87	<b>120</b>	74.13
<b>103</b>	44.62	<b>121</b>	75.85
<b>104</b>	46.33	<b>122</b>	77.63
<b>105</b>	48.08	<b>123</b>	79.3
<b>106</b>	49.83	<b>124</b>	81.08
<b>107</b>	51.63	<b>125</b>	82.86
<b>108</b>	53.33	<b>126</b>	84.55
<b>109</b>	55.08	<b>127</b>	86.29
<b>110</b>	56.80	<b>128</b>	88.02
<b>111</b>	58.55	<b>129</b>	89.76
<b>112</b>	60.25	<b>130</b>	91.48
<b>113</b>	62.01	<b>131</b>	93.25
<b>114</b>	63.71	<b>132</b>	94.96
<b>115</b>	65.47	<b>133</b>	96.68

## Pension Band Credits

(Effective January 1, 2019)

For crediting periods beginning on or after January 1, 2019, for participants who were on the active roll of the Company on or after January 1, 2019, the Pension Band Credit Table shall be as follows:

	Years and Months of Service in Whole Years							
Band	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35+
101	1083	1265	1442	1803	2164	2531	3068	3607
102	1120	1310	1500	1872	2246	2628	3182	3745
103	1169	1366	1557	1948	2334	2726	3314	3896
104	1213	1417	1620	2024	2425	2827	3435	4043
105	1258	1468	1684	2101	2510	2934	3568	4196
106	1297	1519	1733	2164	2594	3036	3681	4333
107	1346	1569	1791	2240	2696	3137	3814	4478
108	1387	1620	1853	2317	2782	3245	3936	4631
109	1437	1676	1911	2391	2871	3346	4068	4781
110	1473	1721	1967	2459	2955	3441	4180	4923
111	1524	1778	2030	2537	3042	3549	4309	5066
112	1562	1822	2088	2612	3132	3657	4434	5218
113	1613	1879	2144	2684	3228	3757	4561	5369
114	1651	1929	2203	2752	3309	3852	4680	5505
115	1696	1980	2257	2827	3396	3960	4807	5657
116	1740	2037	2323	2905	3486	4068	4939	5806
117	1791	2081	2385	2978	3573	4169	5061	5959
118	1827	2131	2442	3049	3657	4264	5182	6092
119	1872	2188	2498	3127	3745	4371	5307	6244
120	1916	2240	2554	3194	3840	4473	5441	6395
121	1961	2290	2618	3270	3930	4585	5562	6547
122	2000	2334	2668	3340	4011	4680	5675	6679
123	2049	2391	2732	3415	4099	4781	5806	6832
124	2100	2448	2797	3493	4188	4883	5940	6983
125	2139	2493	2854	3568	4276	4991	6061	7135
126	2182	2544	2911	3638	4359	5092	6174	7268
127	2232	2612	2978	3727	4466	5212	6332	7446
128	2283	2656	3042	3796	4555	5314	6458	7595
129	2317	2708	3087	3859	4631	5404	6566	7716
130	2358	2752	3143	3930	4713	5498	6679	7857

<b>131</b>	2404	2803	3207	4003	4801	5607	6806	8009
<b>132</b>	2448	2854	3265	4078	4889	5713	6933	8161
<b>133</b>	2493	2911	3321	4156	4984	5815	7066	8305
<b>134</b>	2537	2960	3378	4220	5066	5909	7180	8446
<b>135</b>	2576	3006	3435	4296	5156	6017	7306	8596

**(Effective January 1, 2020)**

**For crediting periods beginning on or after January 1, 2020, for participants who were on the active roll of the Company on or after January 1, 2020, the Pension Band Credit Table shall be as follows:**

	<b>Years and Months of Service in Whole Years</b>							
<b>Band</b>	<b>0-4</b>	<b>5-9</b>	<b>10-14</b>	<b>15-19</b>	<b>20-24</b>	<b>25-29</b>	<b>30-34</b>	<b>35+</b>
<b>101</b>	1094	1278	1456	1821	1839	2556	3099	3643
<b>102</b>	1131	1323	1515	1891	1910	2654	3214	3782
<b>103</b>	1181	1380	1573	1967	1987	2753	3347	3935
<b>104</b>	1225	1431	1636	2044	2065	2855	3469	4083
<b>105</b>	1271	1483	1701	2122	2143	2963	3604	4238
<b>106</b>	1310	1534	1750	2186	2207	3066	3718	4376
<b>107</b>	1359	1585	1809	2262	2285	3168	3852	4523
<b>108</b>	1401	1636	1872	2340	2364	3277	3975	4677
<b>109</b>	1451	1693	1930	2415	2439	3379	4109	4829
<b>110</b>	1488	1738	1987	2484	2508	3475	4222	4972
<b>111</b>	1539	1796	2050	2562	2588	3584	4352	5117
<b>112</b>	1578	1840	2109	2638	2665	3694	4478	5270
<b>113</b>	1629	1898	2165	2711	2738	3795	4607	5423
<b>114</b>	1668	1948	2225	2780	2807	3891	4727	5560
<b>115</b>	1713	2000	2280	2855	2884	4000	4855	5714
<b>116</b>	1757	2057	2346	2934	2963	4109	4988	5864
<b>117</b>	1809	2102	2409	3008	3038	4211	5112	6019
<b>118</b>	1845	2152	2466	3079	3110	4307	5234	6153
<b>119</b>	1891	2210	2523	3158	3190	4415	5360	6306
<b>120</b>	1935	2262	2580	3226	3258	4518	5495	6459
<b>121</b>	1981	2313	2644	3303	3336	4631	5618	6612
<b>122</b>	2020	2357	2695	3373	3407	4727	5732	6746
<b>123</b>	2069	2415	2759	3449	3484	4829	5864	6900
<b>124</b>	2121	2472	2825	3528	3563	4932	5999	7053
<b>125</b>	2160	2518	2883	3604	3640	5041	6122	7206
<b>126</b>	2204	2569	2940	3674	3711	5143	6236	7341

<b>127</b>	2254	2638	3008	3764	3802	5264	6395	7520
<b>128</b>	2306	2683	3072	3834	3872	5367	6523	7671
<b>129</b>	2340	2735	3118	3898	3937	5458	6632	7793
<b>130</b>	2382	2780	3174	3969	4009	5553	6746	7936
<b>131</b>	2428	2831	3239	4043	4083	5663	6874	8089
<b>132</b>	2472	2883	3298	4119	4160	5770	7002	8243
<b>133</b>	2518	2940	3354	4198	4240	5873	7137	8388
<b>134</b>	2562	2990	3412	4262	4305	5968	7252	8530
<b>135</b>	2602	3036	3469	4339	4382	6077	7379	8682

**(Effective January 1, 2021)**

**For crediting periods beginning on or after January 1, 2021, for participants who were on the active roll of the Company on or after January 1, 2021, the Pension Band Credit Table shall be as follows:**

	<b>Years and Months of Service in Whole Years</b>							
<b>Band</b>	<b>0-4</b>	<b>5-9</b>	<b>10-14</b>	<b>15-19</b>	<b>20-24</b>	<b>25-29</b>	<b>30-34</b>	<b>35+</b>
<b>101</b>	1105	1291	1471	1839	1857	2582	3130	3679
<b>102</b>	1142	1336	1530	1910	1929	2681	3246	3820
<b>103</b>	1193	1394	1589	1987	2007	2781	3380	3974
<b>104</b>	1237	1445	1652	2064	2086	2884	3504	4124
<b>105</b>	1284	1498	1718	2143	2164	2993	3640	4280
<b>106</b>	1323	1549	1768	2208	2229	3097	3755	4420
<b>107</b>	1373	1601	1827	2285	2308	3200	3891	4568
<b>108</b>	1415	1652	1891	2363	2388	3310	4015	4724
<b>109</b>	1466	1710	1949	2439	2463	3413	4150	4877
<b>110</b>	1503	1755	2007	2509	2533	3510	4264	5022
<b>111</b>	1554	1814	2071	2588	2614	3620	4396	5168
<b>112</b>	1594	1858	2130	2664	2692	3731	4523	5323
<b>113</b>	1645	1917	2187	2738	2765	3833	4653	5477
<b>114</b>	1685	1967	2247	2808	2835	3930	4774	5616
<b>115</b>	1730	2020	2303	2884	2913	4040	4904	5771
<b>116</b>	1775	2078	2369	2963	2993	4150	5038	5923
<b>117</b>	1827	2123	2433	3038	3068	4253	5163	6079
<b>118</b>	1863	2174	2491	3110	3141	4350	5286	6215
<b>119</b>	1910	2232	2548	3190	3222	4459	5414	6369
<b>120</b>	1954	2285	2606	3258	3291	4563	5550	6524
<b>121</b>	2001	2336	2670	3336	3369	4677	5674	6678
<b>122</b>	2040	2381	2722	3407	3441	4774	5789	6813
<b>123</b>	2090	2439	2787	3483	3519	4877	5923	6969

<b>124</b>	2142	2497	2853	3563	3599	4981	6059	7124
<b>125</b>	2182	2543	2912	3640	3676	5091	6183	7278
<b>126</b>	2226	2595	2969	3711	3748	5194	6298	7414
<b>127</b>	2277	2664	3038	3802	3840	5317	6459	7595
<b>128</b>	2329	2710	3103	3872	3911	5421	6588	7748
<b>129</b>	2363	2762	3149	3937	3976	5513	6698	7871
<b>130</b>	2406	2808	3206	4009	4049	5609	6813	8015
<b>131</b>	2452	2859	3271	4083	4124	5720	6943	8170
<b>132</b>	2497	2912	3331	4160	4202	5828	7072	8325
<b>133</b>	2543	2969	3388	4240	4282	5932	7208	8472
<b>134</b>	2588	3020	3446	4305	4348	6028	7325	8615
<b>135</b>	2628	3066	3504	4382	4426	6138	7453	8769

## **ARTICLE 20 - ABSENCE**

### **1 Absence in General**

An employee who is to be absent for any reason shall promptly notify his or her supervisor with the reason for the absence and its probable duration, in order that proper consideration may be given to the employee's request. In the event the employee cannot reach his or her supervisor, then a message left with the supervisor's designee or an electronic messaging unit approved by the supervisor shall be appropriate notification, provided the employee leaves a reach number. Absences with or without pay because of other reasons not outlined in this Article may be granted at the discretion of the Company.

### **2 Personal Illness**

(a) Employees shall receive:

- (1) Payment for full or partial days scheduled in a normal work week but not worked due to personal illness during the first seven (7) consecutive days will be paid on the following basis:
  - (i) Less than three (3) years – Pay for full or partial scheduled day after the second full consecutive scheduled day of work not worked due to personal illness absence with a maximum of five (5) paid days in a calendar year.
  - (ii) During each calendar year beginning with the calendar year in which a term of employment of three (3) years of service but less than six (6) years of net credited service is completed - Pay from and including the first full or partial scheduled day of work not worked due to a personal illness with a maximum of five (5) paid days in a calendar year
  - (iii) During each calendar year beginning with the calendar year in which a term of employment of six (6) years of net credited service but less than eleven (11) years of net credited service is completed – Pay from and including the first full or partial scheduled day of work not worked due to a personal illness with a maximum of seven (7) paid days in a calendar year.
  - (iv) During each calendar year beginning with the calendar year in which a term of employment of eleven (11) years of net credited service but less than twenty-five (25) years of net credited service is completed – Pay from and including the first full or partial scheduled day of work not worked due to a personal illness with a maximum of ten (10) paid days in a calendar year.
  - (v) During each calendar year beginning with the calendar year in which a term of employment of twenty-five (25) years of net credited service or more is completed – Pay from and including the first full or partial scheduled day of work not worked due to a personal illness.

NOTE: The maximum number of paid days may be converted to an equivalent number of hours based on the employee's normal scheduled daily tour.

- (b) Payments to employees pursuant to this Paragraph shall be limited to scheduled days of work in a normal work week and may be suspended or discontinued for just cause.

### **3 Payment for Other Absence**

#### **(a) Jury or Witness Duty**

An employee who is not a party to the action and who is absent in compliance with a summons for jury duty or a subpoena requiring the employee to appear in court as a witness shall be excused with pay for the period during which the employee is absent on scheduled days because of such jury service or court appearance. When an employee is excused from jury or witness duty for part of a day or for an entire day, the employee shall report to his or her supervisor in person or by telephone for an assignment.

#### **(b) Election Board Service**

An employee who requests an absence to serve on an election board in connection with a Federal, State, County, or Municipal election shall ordinarily be excused with pay for the scheduled days during the period the employee serves and deductions from pay for such absence shall be made only when in the opinion of the Company the circumstances in a particular case make such action advisable.

#### **(c) Voting**

Subject to service and coverage conditions and the provisions of applicable state laws, an employee who is scheduled to work and who is eligible to vote in a National, State, County or Municipal general election shall, upon request, be excused with pay for a reasonable period on such election day to enable the employee to vote; provided, however, that the Company shall specify the period during which such an employee will be excused.

#### **(d) Quarantine**

In case of unavoidable absence due to contagious disease and quarantine in an employee's immediate household or unavoidable quarantine elsewhere, the employee shall be paid on the same basis as if the absence were caused by personal illness of the employee and as specified in Paragraph 2 (Personal Illness).

#### **(e) Visit to Medical Office**

An employee who reports for work and is directed by management to visit a medical office during the employee's scheduled working hours that day shall be excused without loss of pay.

#### **(f) Death or Funeral**

(1) An employee who is required to be absent for one (1) day or more because of a death in the employee's immediate family shall be excused for such day or days, but not to exceed five (5) scheduled regular tours or their equivalent, with pay. Immediate family means parents, grandparents, husband or wife (including legally recognized partner (LRP)), children, grandchildren, brothers or sisters, mother-in-law, father-in-law, brother-in-law, or sister-in-law. The provisions of this Paragraph shall also be applicable in the event of the death of a relative or very close friend living in the same household with the employee.

(2) Any employee who requests an absence to attend the funeral or a memorial service, when the memorial service is being held in lieu of the funeral, of a more distant relative or a very close friend may be excused for such time as is necessary under the circumstances but not to exceed three (3) scheduled regular tours or their equivalent with pay.

**(g) Accidental Injury**

If an employee is injured in the course of his or her employment and it is necessary for the employee to cease work during an assigned tour, payment for that tour shall be at the rate in effect during the time worked.

- 4 When payment for absence is made, the payment shall be at the employee's Adjusted Rate plus any tour differential to which the employee would have been eligible had they not been absent.

**5 Personal illness Absence Immediately Proceeding an Approved Disability**

With regard to one approved disability absence during one of the calendar years of this agreement an employee who:

- has exhausted his/her current year maximum paid days of personal illness;
- or will exhaust his/her current maximum paid days of personal illness leading up to the approved disability;

will be paid for the otherwise unpaid personal illness days leading up to the approved disability subject to the other limits in Article 20 Paragraph 2(a).

**ARTICLE 21 – EXCUSED WORK DAYS**

- 1 Each regular employee who has at least six (6) months of net credited service on January 1 of each calendar year during the life of the Agreement, shall be eligible for four (4) Excused Work Days with pay and one (1) Excused Work Day without pay during each of such years.
- 2 Employees who do not work on their paid Excused Work Day shall be paid at their Adjusted Rate plus any applicable tour differential (excluding any wage incentive or productivity payments) provided they are on the active payroll of the Company on that Excused Work Day.
- 3 One (1) paid Excused Work Day in each calendar year may be designated by the Company for employees in an administrative work group (as designated by the Company) or in any larger group, including the entire Company. Employees 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 the preceding Paragraph, provided they are on the active payroll of the Company on the designated Excused Work Day.
- 4 Employees shall select their Excused Work Days (except those Excused Work Days designated by the Company) in accordance with Article 22 (Vacations).
- 5 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.
- 6 If employees agree to work on their paid Excused Work Day and the Company determines that the day cannot be rescheduled, they shall be paid as applicable in accordance with the following Subparagraphs:
  - (a) Employees who agree to work before the work schedule becomes fixed shall receive one (1) day's pay as set forth in Paragraph 2 in lieu of their Excused Work Day and



shall, in addition, be paid in accordance with the provisions of this Agreement covering work on a scheduled day of work.

- (b) Employees who agree to work after the work schedule becomes fixed shall receive one (1) day's pay as set forth in Paragraph 2 in lieu of their Excused Work Day and shall, in addition, be paid in accordance with the provision of this Agreement covering work on a Non-Scheduled Day.
- (c) Time worked by an employee on his or her Excused Work Day shall be considered time worked on a regularly scheduled day of work for all purposes, except as is otherwise expressly provided in this Article.

**7** The Company and the Union recognize that it may be in the best interest of employees to have the ability to take time off for brief intervals because of personal, immediate needs. Accordingly, for each calendar year during the life of the Agreement, up to three (3) Excused Work Days (EWDs) may be used as follows:

- (a) An employee may designate and schedule, as applicable, three (3) EWDs to be used flexibly. This provision shall apply to an employee's unpaid EWD and/or his/her paid EWD(s) which are not designated by the Company.
- (b) Each flexible EWD may be divided into increments of one (1) hour for an increment, provided, however, that where the length of an employee's Scheduled Daily Tour is not evenly divisible by one (1), the last increment of each EWD may be less than one (1) hour.
- (c) An increment may be taken at any time during the vacation schedule period up to and including the actual scheduled Excused Work Day provided:
  - (1) His/her supervisor is notified before the beginning of the tour, or
  - (2) In the case of emergent circumstances arising after reporting to work, the employee notifies his/her supervisor of the need for time off, and
  - (3) In either case, not more than twenty-five percent (25%) of the work group has already been granted time off. In the event more than twenty-five percent (25%) of the work group is scheduled off, then the time may be granted consistent with the needs of the business.
- (d) The time may be taken based on the employee's personal need to take the time.
- (e) If there is unused time available on the day of the so-scheduled EWD, the employee must take the remaining time on the scheduled day even if that increment is less than one (1) hour.

## **ARTICLE 22 – VACATIONS**

### **1 Eligibility**

- (a) Subject to the provisions of paragraphs 7 and 8, effective January 1, 2019 employees with six (6) or more months of continuous service since the date of the employee's most recent engagement shall be eligible to accrue annual vacations as follows beginning in January of the year in which the term of employment indicated is to be completed:

6 months to 12 months	1 week
1 year to 6 years	2 weeks
7 years to 14 years	3 weeks
15 years to 24 years	4 weeks
25 years and greater	5 weeks

**NOTES:**

- When terms of employment of six (6) and twelve (12) months are both completed in the same calendar year, employees shall be eligible to accrue a maximum of two (2) weeks of vacation during that year.
- After employees reach their initial six (6) months of net credited service, vacation days are accrued proportionately during the calendar year.

**2** Part-time employees shall receive a vacation allowance equal to their applicable part-time equivalent work week if eligible under Paragraph 1 (Eligibility) at the time of their vacation.

**3** An employee's vacation assignment in a particular vacation week or on a particular vacation day shall not be modified because of illness or accident which occurs after that vacation assignment has begun.

**4 Day-at-a-Time Vacation**

An employee may select vacation on a day-at-a-time basis during the vacation selection process described in Paragraph 8 (Scheduling of Time Off).

**5 Carry-Over Vacation**

(a) Employees may select all of their vacation during the carry-over period of the following year during the vacation selection process as described in Paragraph 8 (Scheduling of Time Off).

(b) Subject to needs of the business and force requirements, employees may reschedule a vacation period selected in the current calendar year to an available vacation carry-over period in the following year.

(c) Any week or weeks of vacation carried over from one (1) calendar year into the next must be completed no later than the last week ending in April of the year into which they are carried over.

(d) In the event an employee is prevented from taking his/her carryover vacation week(s) during the applicable carryover period due to operational needs, the Company shall, with concurrence of the Union, either pay out the unused vacation or extend the carryover period to the last week ending in June of the year into which the vacation week(s) are carried over.

**6** If an authorized holiday occurs during an employee's vacation, an additional day off with pay will be scheduled. This additional day off will be considered a vacation day for the purpose of determining work schedules, but need not be taken contiguous to a vacation week.

**7 Payments in Lieu of Vacation**

(a) In the event of an employee's resignation or discharge (for other than misconduct) before using all the vacation which the employee is eligible to accrue under Paragraph 1 (Eligibility), an amount equivalent to such unused accrued vacation shall be paid to the employee.

- (b) To determine the number of “accrued” current year vacation hours for employees who have completed at least six (6) months of service and who are eligible as noted in Paragraph 1 (Eligibility), see the chart below:

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

- (c) In the event of an employee’s retirement, layoff, or death before using all the vacation which the employee is eligible to receive under Paragraph 1 (Eligibility), an amount equivalent to such unused vacation, as though it was granted based on the number of years net credited service and not based on the accrual language, shall be paid to the employee or his/her beneficiary or estate.

## 8 Scheduling of Time Off

- (a) Employees will select available time off for which they are eligible from the schedule as determined by the Company in accordance with the procedures provided in this Article. The period during which time off may be scheduled shall extend through the last full week ending in April of the following calendar year.
- (b) Time off for this purpose includes full weeks of vacation, day-at-a-time vacation, Excused Work Days (paid or non-paid), floating holidays, and days in lieu of holidays which occur during a scheduled vacation week. Employees may not select half-tour vacations during the vacation selection process. However, employees may subsequently request five (5) vacation days on a half-tour basis and such request shall be granted if service and coverage conditions permit.

The assessment, discussion, and decision whether to grant additional vacation days in half-day increments will take place annually prior to the vacation selection process as set forth in Article 22, Paragraph 8(d).

- (c) Employees shall select time off in seniority order within each vacation selection universe, in the priority set forth in this Article, as determined by the Company. It is the intent of the parties that the employees' selection will be granted to the extent practicable consistent with force requirements and the needs of the business.
- (d) The vacation selection process should ordinarily be completed by December 31, but in any event should be completed no later than April 1. Employees who will not be readily available between November 1 and December 31 may express their preference for choices in advance of November 1 and, if available, their choices will be assigned as chosen in accordance with seniority provided that service requirements permit. Prior to the beginning of the calendar year, management will canvass the vacation selection universe to allow the employees to select scheduled vacation weeks from the available dates. Only full weeks of vacation are included in this first selection priority.
- (e) In addition to the time off scheduled under Paragraph 8(d) above, employees shall also select all other time off for which they are eligible, and such time will be referred to as "Reserve Time" on the second selection priority canvass.
- (f) An employee who is contacted must select the vacation period desired in a reasonable period of time or that employee will be passed. Employees who are passed shall have the right to make a selection from the remaining available periods in accordance with their seniority, but may not preempt the period selected by any other employee. For employees who have not selected their vacation by the end of the selection period, the Company will have the option to assign their remaining vacation.
- (g) Subject to the needs of the business and force requirements, employees may reschedule any of their vacation, whether assigned by the Company or selected by the employee, to available vacation periods, but may not preempt the period selected by any other employee.
- (h) Employees shall not be permitted to exchange seniority rights in the selection of vacation periods.

**9 Rescheduling Vacation Due to Permanent Transfers, Assignments, or Reassignments**

- (a) If an employee is permanently transferred, assigned, or reassigned to a different work group as a result of a Company initiated transfer, assignment or reassignment, then to the extent that needs of the business permit, the employee will retain the vacation schedule that was approved in the prior work group.
- (b) If an employee initiates a transfer, he or she is required to reselect his or her vacation from those days available within the new work group.

**10** The decision of the Company on service and coverage requirements in this section shall be controlling unless the Company is shown to have acted arbitrarily or in bad faith. Any dispute concerning the interpretations or applications of this Article may be taken up as a grievance and, if necessary, submitted to arbitration, in accordance with Article 10 (Arbitration).

**11** Payment for vacation shall be at the employee's Adjusted Rate plus any applicable tour differential.

## ARTICLE 23 - HOLIDAYS

### 1 The following days shall be observed as holidays:

New Year's Day - January 1

Memorial Day - Last Monday in May

Independence Day - July 4

Labor Day - First Monday in September

Thanksgiving Day - Fourth Thursday in November

Christmas Day - December 25

**\*\*Inaugural day and General election day were removed since they were specific to geographic locations.**

An Employee on the payroll in the calendar year in which the holiday would be observed will have the option to select one of the following holidays as a fixed recognized holiday that year:

Martin Luther King Jr.'s Birthday

Good Friday

Veterans Day

The Employee's Birthday

Presidents Day

Day after Thanksgiving – Fourth Friday in November

Eligible Employees will be provided the option to select a day during the normal vacation scheduling process. An eligible Employee who does not select one of these days as a fixed recognized holiday may select an additional Floating Holiday under the normal scheduling process for a Floating Holiday.

Three (3) Floating Holidays; except that in the State of New York, the number of floating holidays shall be four (4). One (1) of the floating holidays may, at the option of the Company, be designated as a local or national holiday, provided the Company so designates prior to the scheduling of vacations pursuant to Article 22 (Vacations), Paragraph 8 (Scheduling of Time Off).

**NOTE: When a holiday occurs on a Sunday, the following Monday shall be observed as the holiday for employees not scheduled to work on Sunday, and such employees shall be compensated pursuant to Paragraphs 4 and 5, as appropriate. If a holiday in a calendar year occurs on a Saturday, the preceding Friday will be observed as the holiday for employees not scheduled to work on Saturday, and such employees shall be compensated pursuant to Paragraphs 4 and 5, as appropriate.**

- 2 Floating holidays must be taken on a normally scheduled day of work and will be scheduled in accordance with the scheduling provisions of Article 22 (Vacations), Paragraph 8 (Scheduling of Time Off).
- 3 New employees are eligible for all designated holidays occurring after their date of hire, and they will be eligible for floating holidays in accordance with the schedule below:

**Eligibility:**

Date of Hire	Floating
January 1 - June 30	3
July 1 - September 30	2
October 1 - November 30	1

**4 Holiday Compensation for Full-Time Employees Shall be as Follows:**

- (a) Full-time employees who are excused from work on the day a holiday is observed shall be paid a holiday allowance equal to one fifth (1/5) of their Adjusted Rate, including any tour differential to which the employees would have been eligible had they not been excused.
- (b) Full-time employees who work on the day a holiday is observed shall be paid, in addition to the holiday allowance, at one and one-half (1 1/2) times the Hourly Adjusted Rate for time worked during their Scheduled Daily Tours. Hours worked outside the Scheduled Daily Tour shall be compensated at the Double Time and One Half Overtime Rate.

**5 Holiday Compensation for Part-Time Employees Shall be as Follows:**

- (a) A part-time employee shall be paid a holiday allowance equal to one fifth (1/5) of that employee's "equivalent work week classification."
  - (b) A part-time employee who works on a holiday shall be paid pursuant to Article 18 (Classification and Treatment of Part-Time Employees).
- 6** Any employee who is absent and unexcused on the scheduled work day before and after the holiday shall not be paid the holiday allowance.
- 7** An employee who is scheduled for work on a holiday but who fails to report for work and is not excused shall receive no payment for the holiday.

**ARTICLE 24 - FORCE ADJUSTMENT - LAYOFF, PART-TIMING, AND RECALL****1 Layoffs and Part-Timing**

Whenever force conditions are considered by the company to warrant part-timing or layoff of regular employees, such force adjustments as the Company may deem necessary, shall be made among those regular employees in a Geographical Commuting Area (GCA) as defined in Article 16 (Transfers, Travel Allowances, and Moving Expenses), in the same Organization having the same job through part-timing or layoffs or both, subject to the following conditions:

- (a) Prior to any regular employee being laid off or part-timed pursuant to this Article, temporary and term employees in the same job title, same Organization, and GCA shall be work completed. However, such temporary or term employees may be retained or employed temporarily to meet peak load situations or other temporary situations unless there are qualified volunteers from among those at-risk employees in the same job

title, same Organization and GCA scheduled to be laid off who will assume the duties of the temporary or term employees.

- (b) In the event that further force adjustments by means of layoff are deemed by the Company to be necessary, the Union shall be advised by the Company as to its proposed plan for accomplishing such further force adjustments sixty (60) days before the adjustment is to become effective. During the first forty-five (45) calendar days of the sixty (60) day period, the Union may offer the Company, in writing, a plan to accomplish the force adjustments deemed by the Company to be required. If the Union's plan meets the foregoing requirements, the Company agrees to consider the plan proposed by the Union. If no such written plan is received by the Company from the Union within said forty-five (45) days, or if the parties are unable to agree upon a plan, the Company will proceed with the force adjustments according to the plan the Company proposed.
- (c) Whenever such force adjustments are accomplished by layoffs, such layoffs shall be among those regular employees in the same Organization having the same job title, in the GCA. Layoffs shall be in inverse order of seniority except that employees who (1) have been assigned to a management title, other than as a result of a temporary promotion, for a continuous period of twelve (12) or more months prior to their most recent return to the bargaining unit and (2) whose most recent return to the bargaining unit from a management title other than one arising from a temporary promotion is within twelve (12) months of a declaration of surplus in the bargaining unit title in the GCA and Organization to which they are assigned at the time of the surplus declaration (hereinafter referred to as a returning manager), shall be laid off prior to any other employee in the same title in the same Organization and the same GCA being laid off. The Company may retain three percent (3%) of the total employees in the same job title within the same Organization in any GCA despite lesser seniority. In each GCA, when the provisions of this Article are implemented, at least one (1) employee may be protected. An individual may only be protected two (2) times during the life of the Agreement.
- (d) When employees other than a returning manager (as described in Paragraph 1(c)) in the affected job title within the same Organization of the Company in the GCA (as identified in Paragraph 1) who have five (5) or more years net credited service are notified by the Company that they are to be laid off, those employees shall have the right to select in order of seniority, another job from a list of jobs with the same job title, in the same Organization of the Company held by employees having the least seniority within the employee's Force Adjustment Region (as outlined in the note below) provided (1) the selecting employee is qualified to perform the selected job; (2) the employee holding the selected job is not one of the employees designated for retention by the Company in accordance with Paragraph 1(c) above; and (3) the employee holding the selected job has less seniority than the selecting employee. The list of jobs held by the least senior employees identified above shall not be greater than the number of jobs declared surplus, or the number of employees who have indicated a desire to select from this list another job within the applicable Force Adjustment Region, whichever is less.

**NOTE: The Force Adjustment Regions shall be comprised of the following groups of states.**

**REGION 1: NY, MA, NJ**

**REGION 2: GA, FL, TX, VA**

**REGION 3: IL**

**REGION 4: AZ, CA, WA**

**If the Company establishes or acquires additional facilities in other states, the Company and the Union will negotiate an adjustment or reconfiguration of the Force Adjustment Regions.**

(e) When the affected title exists in only one GCA within a Force Adjustment Region, the provisions of 1(d) will apply as if the Force Adjustment Regions were the entire country.

## **2 Job Offer Guarantee**

Prior to a layoff of a bargaining unit employee, the Company will offer an available position for which he/she is qualified for within any affiliate of the Company, and within their Force Adjustment Region. If no such position is available within the employee's Force Adjustment Region, then the Company will offer a position for which the employee is qualified Nationwide within any affiliate of the Company. Employees will be provided twenty-four (24) hours to make the decision to accept or decline the offer. Employees who accept such job offer shall be subject to all applicable receiving company practices, policies, collective bargaining agreements and benefit plan eligibility rules. Additionally, employees would be eligible for Reassignment Pay Protection (RPPP) per the provisions of Article 27, will receive a lump sum payment equal to the sum of the periodic RPPP payments in lieu of having their wage reduced over a period of time. Employees who decline the job offer will receive their applicable Termination Payment per the provisions of Article 25.

## **3 Recall**

If additions of regular employees to the work force are required in the affected job titles, Organization, and GCA within three (3) years of the last layoff therein, the Company shall proceed as follows before hiring new employees:

- (a) Former regular employees, who held the affected job titles within the Organization and the GCA at time of layoff, shall be offered recall to their prior job title (or its successor title or for a title of equivalent status for which they qualify), in the GCA in inverse order in which such employees were laid off, provided:
  - (1) Their period of layoff has not exceeded three (3) years; and,
  - (2) They are physically able to perform the duties of the work available.
- (b) Notice for recall shall be mailed by certified or registered letter, return receipt requested, to the employee's last mailing address known to the Company's employment office.
- (c) The Company will assume that failure on the part of any former employee to notify the Company within fifteen (15) days concerning acceptance of an offer of recall or to report for duty within fifteen (15) calendar days from the date of the offer, constitutes a rejection.



- (d) It shall be the responsibility of such former employees to notify the Company, at the employment office, of their desire for recall and to keep the Company currently informed of their correct address.
- (e) Nothing in this agreement shall limit the engagement of term or temporary employees in the event of an emergency or to meet peak load or other temporary situations.

#### **4 Layoff Payments**

Employees laid off under the provisions of this Article will be entitled to a payment as specified in Article 25 (Termination Payments).

#### **5 Relocation Expenses**

A Surplus Placement employee who accepts a position that is outside his/her Local Placement Area (LPA) will receive a lump sum relocation allowance, provided the new reporting location exceeds thirty-five (35) road miles from the employee's old reporting location, and is further in road miles from the employee's current residence than the old reporting location.

Provided the employee actually relocates his/her residence within six (6) months from the effective date of the transfer, the allowance will be the lesser of: (1) the termination allowance for which they would have been eligible upon layoff or (2) \$13,000.00.

Surplus employees who are placed via the Company Transfer System Surplus Placement program, meet the relocation criteria, and are compensated for actually relocating their residence shall be offered the opportunity to move back to the former location with relocation compensation for the lesser of: (1) the termination allowance for which they would have been eligible upon layoff; or (2) \$13,000.00; however, in no case shall an allowance for a relocating employee be less than \$7,000.00, provided the following conditions are met:

- (a) the employee is laid off at the new site within three (3) years of placement,
- (b) the employee relocates back to the original geographic location,
- (c) the employee does not qualify for any other Company provided relocation compensation program.

### **ARTICLE 25 – TERMINATION PAYMENTS**

- 1 A termination payment, plus compensation for any vacation which the employee is entitled at the time of leaving the Company, shall be paid to a regular employee who is laid off or may be offered by the Company to an employee as an inducement to voluntarily leave the Company.
- 2 The termination payment shall be computed in accordance with the following schedule and shall be based on the employee's Net Credited Service and the employee's Adjusted Rate. Except for an employee who received an evening or night differential payment for the week in which the date of layoff or resignation occurred, the rate of pay shall include the evening or night differential.

<u><b>Years Of Net Credited Service</b></u>	<u><b>Amount of Payment</b></u>
6 months but less than 1 year	5 week's pay
1 year but less than 2 years	6 week's pay
2 years but less than 3 years	7 week's pay

3 years but less than 4 years	8 week's pay
4 years but less than 5 years	11 week's pay
5 years but less than 6 years	12 week's pay
6 years but less than 7 years	13 week's pay
7 years but less than 8 years	14 week's pay
8 years but less than 9 years	15 week's pay
9 years but less than 10 years	16 week's pay
10 years but less than 11 years	17 week's pay
11 years but less than 12 years	18 week's pay
12 years but less than 13 years	19 week's pay
13 years but less than 14 years	20 week's pay
14 years but less than 15 years	25 week's pay
15 years but less than 20 years	35 week's pay
20 years but less than 25 years	40 week's pay
25 years but less than 30 years	45 week's pay
30 years +	50 week's pay

- 3 The termination allowance, shall at the option of the employee, be paid in a lump sum, less applicable deductions, or as income continuation in periodic installments, subject to the limitations in Subparagraphs 25(3)(a) and 25(3)(b) below, or in two (2) equal payments (the first payment to be made within thirty (30) calendar days of date of termination and the second payment to be made on or about January 15<sup>th</sup> of the following year). If an employee elects to receive income continuation periodic installments, each installment will be equal to one (1) week of the Adjusted Rate for each week in the employee's normal payroll period, less applicable deductions, and will be paid during the normal payroll period. Income continuation periodic installments shall continue until the earliest occurrence of either of the following events:
  - (a) The total amount of the income continuation installments to the employee equals the total amount of termination allowance which the employee is to receive.
  - (b) The employee is recalled or rehired as a regular employee by the Company or any of its affiliates, subsidiaries or entities.
- 4 Employees who have received termination allowance in a lump sum or in two equal payments shall, as a condition precedent to being recalled or rehired as regular employees of the Company or of any Company affiliate, subsidiary or entity, repay that portion of the termination allowance they received that is equal to their Adjusted Rate multiplied by the difference between the number of weeks used to compute their termination allowance and the number of weeks (or fraction thereof) from the date of their termination to the date of their recall or rehire as regular employees of the Company or of any Company affiliate, subsidiary or entity. Employees who are recalled or rehired as other than regular employees and who are subsequently reclassified as regular employees shall, as a condition precedent to such reclassification, also make repayment pursuant to this Paragraph 4 based upon the difference between the number of weeks used to compute their termination allowance and the number of weeks (or fraction thereof) from the date of their termination to the date of their reclassification.
- 5 The amount of termination allowance for an individual: (1) who has been previously laid off or terminated by the Company or any affiliate, subsidiary or entity; (2) who has received termination allowance either in a lump sum or in the form of periodic income continuation installments or in two equal payments; (3) who is re-engaged; and (4) who is again laid off or terminated after having been re-engaged, will be calculated as follows: The number of

weeks used to compute the termination allowance net of repayment pursuant to Paragraph 25(4) shall be deducted from the number of weeks that would be used to compute the termination allowance as of the date that the employee is again laid off or terminated.

**6 The provisions of Paragraph 25(1) do not apply in case of:**

- (a) An employee leaving the Company voluntarily without inducement by the Company;
- (b) An employee on a leave of absence;
- (c) An employee who is dismissed for misconduct;
- (d) An employee who is classified as Term or Temporary at the time they are work completed.

**7 Employees who were in the title of Communications Technician and were covered by Article 25 of the 2003 AT&T/CWA Agreement on April 27, 2004, who are reassigned via company initiated move to the titles of Network Technical Specialist or IDC Technical Specialist and are subsequently laid off or induced by the company to voluntarily leave the company will receive termination pay based on Article 25 of the 2015 AT&T/CWA Agreement.**

**ARTICLE 26 - TECHNOLOGICAL ADVANCEMENTS AND DISPLACEMENT**

The Union-Management Cooperation Committee shall review and examine emerging technology that may improve, and/or make simpler, bargaining unit work. Should emerging technology make simplification and/or improvements in bargaining unit work possible, the Company, after Union concurrence, will pursue acquiring such technological advancements, so long as they are not cost prohibitive. The schedule for implementation of all enhancements, as well as associated problems and/or delays that may result, will be discussed between the Company and the Union.

If during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus in any job title in a work location which will necessitate reassignments of regular employees to different job titles involving a reduction in pay or to locations requiring a change in residence, or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate, any regular employee who is in the affected job titles and work locations may elect not to accept such reassignment to a job title involving a reduction in pay or to a location requiring a change in residence and shall be paid a termination payment. Any such regular employee who refuses to accept a transfer to a job title having the same or greater rate of pay and which does not require a change in residence shall not be paid a termination payment.

**ARTICLE 27 - REASSIGNMENT PAY PROTECTION PLAN**

- 1** If, because of force surplus adjustments, employees are assigned to vacancies where the Standard Rate of pay of the new job is less than the current Standard Rate of the employee's regular job, the rate of pay will be reduced over a period of time based on the employee's length of net credited service. The reductions in pay are effective at periods following reassignment as shown below and are based on the difference between the employee's Adjusted Rate and the Standard Rate to which s/he was assigned in the new job.

#### **0-10 YEARS**

Weeks 1 thru 4	No reduction
Weeks 5 thru 8	1/3 reduction
Weeks 9 thru 12	2/3 reduction
Weeks 13 & thereafter	Full reduction

#### **10-15 YEARS**

Weeks 1 thru 30	No reduction
Weeks 31 thru 34	1/3 reduction
Weeks 35 thru 38	2/3 reduction
Weeks 39 & thereafter	Full reduction

#### **15+ YEARS**

Weeks 1 thru 56	No reduction
Weeks 57 thru 60	1/3 reduction
Weeks 61 thru 64	2/3 reduction
Weeks 65 & thereafter	Full reduction

- 2** No reduction in pay shall be applicable for an employee with fifteen (15) years or more of net credited service who is downgraded due to technological change for a period of thirty-six (36) months following the effective date of such downgrade. Thereafter the following schedule in reduction shall apply:

Weeks 1 thru 4	No reduction
Weeks 5 thru 8	1/3 reduction
Weeks 9 thru 12	2/3 reduction
Weeks 13 & thereafter	Full reduction

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

- 3** An employee, who would be eligible to receive Reassignment Pay Protection pursuant to Paragraph 1, and who is not otherwise eligible for provisions of Paragraph 2, may decline such assignment. Such employee shall be paid a lump sum payment equal to the sum of periodic RPPP payments the employee would otherwise have received and shall voluntarily resign from the Company without a termination payment.

#### **ARTICLE 28 - SENIORITY**

- 1** Seniority is defined as length of net credited service, which shall be taken into account in the treatment of employees insofar as the conditions of the business and the abilities of the employees permit.
- 2** It is understood by the parties that the provisions of Paragraph 1 apply to all Articles of the contract.

## **ARTICLE 29 - CONTRACTING OF WORK**

- 1** In making decisions regarding contracting of work, 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. Some of these considerations include but are not limited to law, regulations, changing industry structure, economic conditions, and business considerations.
- 2** Projects involving types of work which have been regularly performed by bargaining unit members in a work group will not be contracted out if the contracting out of work on such a project will currently and directly cause layoffs or part-timing of regular employees in the same work group which would have otherwise performed the work. "Work group" as used in this article shall be deemed to refer to the group of employees normally treated as a unit for purposes of part-timing or layoff under Article 24 (Force Adjustment - Layoff, Part-Timing, and Recall).
- 3** From time to time, but no less frequently than every six (6) months, the V.P of Human Resources or his or her designated representative, and the Union's Vice President, or his or her designated representative, will meet to review work which has been contracted out which, heretofore, was performed in a given locality by bargaining unit members. Such information discussed shall include the frequency and volume of work sub-contracted. The focus of the meetings will be to afford the Union's Vice President, or his or her designated representative, an opportunity to suggest ways in which the Company could, in the future, use bargaining unit members in the same or other localities to perform the contracted out work at competitive total cost to the Company and within the same completion time requirements. Where such methods are presented by the Union, the Company will give them due consideration and will advise the Union of its determination. The Union-Management Cooperation Committee will also examine ways and discuss, among other issues, ways that the work could be performed, in the future, by bargaining unit members in a given locality at competitive costs and within the same completion time requirements and to discuss the need for and nature of subcontracting information which would assist the committee in performing its function.
- 4** The provisions of this article will be subject to the grievance procedure contained in Article 9 (Grievance Procedure), but shall not be subject to the arbitration provisions contained in Article 10 (Arbitration).

The parties mutually desire to provide a vehicle, other than litigation, by which certain subcontracting disputes can be amicably and expeditiously resolved in the future.

Because of the competitive nature of our markets, fluctuating workloads and the need to provide prompt response to customer demands, the Company cannot agree that it will not contract work which might otherwise be performed by its employees. It has agreed, however, to provide for a neutral third party review of its compliance with the applicable language of the collective bargaining agreement concerning contracting, as well as the commitments set forth in the Williams/Bahr letter, which the parties have agreed to renew for the term of this new Agreement.

- 5** In furtherance thereof, the parties have agreed as follows:
  - (a) In lieu of all other procedures set forth in Article 10 (Arbitration), the following procedure shall apply to grievances alleging that the Company has contracted work which would otherwise have been performed by bargaining unit employees in a GCA in which (1) layoffs of such employees are pending, (2) in which employees are on layoff with recall rights and are available to do the work which has been contracted.

- (1) Within thirty (30) days of the denial of the Union's grievance at the third step, the Union's national office may request, in writing, that the grievance be submitted to a neutral third party, selected from a list of neutrals previously agreed upon by the parties.
- (2) The parties shall schedule a meeting with the neutral third party within thirty (30) days of the Union's appeal. At a meeting with the neutral, the Union shall have the opportunity to explain why it believes that the contracting at issue either currently and directly caused layoffs or part-timing of employees in circumstances set forth in Article 30, Paragraph 2 or whether, in circumstances addressed by the Williams/Bahr letter, the Company had no other reasonable alternative but to contract the work in dispute. The Company shall then have the opportunity to respond.
- (3) Except as agreed upon by the parties, the meeting shall be informal. Normally witnesses shall not be called. No transcript shall be made. The neutral shall issue a written decision within thirty (30) days of the meeting on the form shown in Paragraph 6 below, and both parties hereto agree to be bound by the neutral's decision. No other decision or opinion shall issue, and the decision of the neutral shall not be used or cited as precedent in any future cases. If the neutral's decision upholds the Union's grievance, an amount of money, computed by using the Adjusted Rate, including premium payments (such as overtime and holiday allowance if appropriate) of the employees on layoff, and the number of hours of work contracted which would otherwise have been performed by employees who have been laid off as a current and direct result of the contracting, or who are on layoff with recall rights in that GCA and who were available to do the contracted work, shall be distributed among those individuals as determined by the parties and the contracted work will be returned to the bargaining unit.
- (b) The compensation and expenses of the neutral third party and the general administrative expenses of the meeting with the neutral shall be borne equally by the Company and the Union. Each party shall be responsible for payment for time consumed by and the expenses of its representatives.
- (c) No less than one (1) such meeting shall be held in each calendar quarter and the selected neutral shall hear all grievances which have been appealed to this dispute resolution process at least seven (7) days prior to the selection of the neutral.
- (d) These procedures shall be the sole and exclusive means by which contracting grievances unresolved after the exhaustion of the procedures set forth in Article 9 (Grievance Procedure) may be addressed.

## 6 Decision of Neutral Third Party

- (a) Did the contracting involved in the grievance currently and directly result in the layoff or part timing of employees in the circumstances set forth in Article 30, Paragraph 2 of the Agreement? (If this answer is "yes", then the union's case is sustained.)

☐ Yes      ☐ No

- (b) Was a surplus of employees declared and in effect at the time the contracting took place in the GCA in which the contracting took place?

☐ Yes      ☐ No

- (c) Were employees in the GCA in which the contracting took place on layoff with recall rights and available to do the work which was contracted?

Yes      No

- (d) If yes to (b) or (c), did the Company have no other reasonable alternative but to contract?

Yes      No

### **ARTICLE 30 - EMPLOYEES IN MILITARY SERVICE OR ACTIVE DUTY FOR TRAINING**

- 1 A regular employee (not temporary or term) who enters the United States Uniformed Services for Active Duty for Military Service, shall be granted a Military Leave of Absence for the period of his/her necessary absence. Voluntary extension of military service beyond five (5) years shall not be construed as necessary absence. A regular employee (not temporary or term) who is a member of a reserve component or organized militia of the state and enters upon Military Training Duty will be granted a Military Leave of Absence for the period of the necessary absence for such training. The term "Uniformed Services" as used herein shall mean Uniformed Services of the United States as specified in the Uniformed Services Employment and Reemployment Rights Act of 1994.

A term employee who is a member of a reserve component or organized militia of the state and enters upon Military Training Duty will be granted a Military Leave of Absence for not more than two (2) weeks per year. The term "Uniformed Services" as used herein shall mean Uniformed Services of the United States as specified in the Uniformed Services Employment and Reemployment Rights Act of 1994.

An employee, on a Military Leave of Absence for Active Duty for Military Service or military training duty and who has re-employment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 and who makes application for reinstatement within the period provided in the law will receive upon reinstatement, full service credit for the period of absence for military service or training duty.

- 2 Military Leaves of Absence will be with eligibility to sickness disability benefits at the termination of the leave if the employee is then disabled but otherwise entitled to reinstatement in accordance with the terms of the Company's Benefit Plans.

In death cases occurring during a Military Leave of Absence, sickness death benefits, where payable, shall be based upon the term of net credited service at the time the leave was granted, plus the elapsed time of Military Leave of Absence to the date of death, and shall be computed at the time the leave began.

Sickness disability benefits, where payable, shall be granted upon the net credited service at the time the leave was granted plus the elapsed time on Military Leave of Absence to the termination of such leave, and shall be computed on the basis of Company pay in effect at the time of the employee's reinstatement.

- 3 It is the policy of the Company to pay a Military Differential Pay to regular employees (not temporary or term) who receive and provide the Company with a copy of military orders for military service in the U.S. Armed Forces subject to conditions imposed by federal law.

It is the policy of the Company to pay a Military Differential Pay for a maximum of thirteen (13) scheduled work days to Term Employees who receive and provide the

Company with a copy of military orders for military service in the U.S. Armed Forces subject to conditions imposed by the federal law.

Military Differential Pay is the excess of Company pay over military pay received by an eligible employee while on a Military Leave of Absence.

Company pay is an employee's Adjusted Rate (excluding overtime) in effect at the time the Military Leave of Absence begins. Night work differentials, seven-day coverage and transition payments (non-lump sum) are included. Military pay is an employee's military basic pay rate in effect when the Military Leave of Absence begins. All allowances and supplementary pay elements [i.e., BAS (Basic Allowance for Subsistence), BAQ (Basic Allowance for Quarters), Hazardous Duty Pay, Proficiency Pay, Special Duty Pay] are not included.

The Military Differential Pay shall be up to the limits prescribed in the following or the period of Military Service, whichever is shorter:

<b>If the leave of absence and duration are . . .</b>	<b>And the date the leave begins the employee's net credited service is . . .</b>	<b>Then the duration of Military Differential Pay is . . .</b>
Active Duty for Military Service (normally 2-5 years)	1 year or less	First 15 weeks
(See Note 3)	More than 1 year	First 26 weeks
Military Training Duty- normally 2 weeks (See Note 1)	No minimum	A maximum of 13 scheduled work days (including holidays) in each military fiscal year (October 1 - September 30)
Term Employee Military Training (not to exceed 2 weeks)	No minimum	A maximum of 13 scheduled work days (including holidays) in each military fiscal year (October 1 - September 30)
Initial Active Duty for Training (at least 3 consecutive months but no more than 18 months)	No minimum	First 2 weeks (10 days)
Emergency Service	No minimum	A maximum of 13 scheduled work days (including holidays) in each calendar year (See Note 2)



**Note 1:** Includes attendance at schools for special military courses of instruction which may last several months.

**Note 2:** An absence for Emergency Service does not affect an employee's right or eligibility with respect to Military Training Duty, Initial Active Duty for Training, or Active Duty for Military Service. If the local emergency situation exceeds 13 scheduled workdays, pay treatment for additional time must be approved by the Company Pension Plan Administrator.

**Note 3:** Payment of Military Differential Pay, for up to the maximum durations described above, is limited to the time when an employee initially enters Active Duty for Military Service. The employee is not again eligible for the maximum payments, regardless of the number of times the employee enters Active Duty for Military Service.

Regular employees who volunteer for Military Training Duty (including attendance at schools for special military courses or instruction) or Emergency Service without receiving military pay, will be authorized time off but without Company pay or Military Differential Pay.

Upon furnishing official written documentation to his/her supervisor, a regular employee may be granted up to three (3) scheduled workdays off with pay to report for registration, testing and/or a physical examination for induction into Active Duty for Military Service or Initial Active Duty for Training.

- 4 An employee who receives a notice to report for Active Duty for Military Service or any Military Training Duty, shall immediately present such notice to his/her supervisor.

The Company may extend the duration of Military Differential, but when it does so, the Union will be notified at least two (2) work days prior to implementation.

## **ARTICLE 31 - Weekly Work Schedules and Hours of Work**

### **1 General**

- (a) All assignments of working forces shall be subject to service and work requirements. The decision of the Company with respect to service and work requirements shall be controlling except as qualified in those cases specifically covered by Paragraph 4(c).
- (b) The working conditions of an employee shall be those specified for the group to which the employee is assigned. When an employee is assigned temporarily to a different group within an office or to a similar or different group in another office, the employee shall assume the working conditions of the temporary assignment.
- (c) A normal tour shall be eight (8) hours except in those cases where a normal tour of different length has been specifically authorized. When for service reasons an employee cannot leave the job for a meal period, the meal period shall be included as part of the employee's tour.

Occasionally, a scheduled daily tour may be split into two non-consecutive work periods and staffed on a voluntary basis.

### **2 Weekly Work Schedules**

#### **(a) Scheduled Days Per Week**

- (1) An employee shall be scheduled to work normal tours on any five (5) days of the calendar week.

- (2) In a week in which an authorized holiday occurs, one (1) of the scheduled normal tours shall be on the holiday.

**(b) Weekly Schedule**

A schedule shall be set up for each calendar week and shall show each employee's scheduled working days, the employee's scheduled tour for each of these days, and the employee's basic tour. Where service or coverage conditions require, an employee may be called on to work in excess of the employee's scheduled assignments.

**(c) Schedule Following an Absence**

An employee's schedule, for the week in which he or she returns to duty following a period of absence of indefinite duration, shall be either 8:00 AM to 5:00 PM Monday through Friday, or 8:00 AM to 5:00 PM Tuesday through Saturday; provided Saturday is an authorized holiday, unless before 3:00 PM Thursday of the preceding week, (1) the employee notifies his or her supervisor of the employee's intention to report for duty starting with the first scheduled tour for the week, in which case the employee's schedule shall be set up in the normal manner, or (2) the employee is notified by his or her supervisor that the employee's schedule will be other than as prescribed above.

- (d) Insofar as is practicable, schedules shall be posted not less than two (2) weeks in advance of the first assignment shown thereon, but in no case shall a schedule for the following week be posted later than 3:00 PM Wednesday of the current week.

**(e) Changes in Schedules**

- (1) Work schedules for the following week may be changed at or before 3:00 PM Thursday of the current week; however, no changes will be made after 3:00 PM on Wednesday of the current week unless the employee(s) receive(s) personal notification (verbal contact) twenty-four (24) hours in advance of the start of the scheduled tour.
- (2) If an employee is called in on a non-scheduled Sunday and works hours equivalent to a full tour, or when an employee is required to travel on a non-scheduled Sunday on Company business in accordance with Article 16 and its modifications noted within this Article in Paragraph 14, (Transfers, Travel Allowance & Moving Expenses), and such travel is equivalent to a full tour, that Sunday shall become a scheduled day and the company shall designate one of the employee's scheduled days in that week as a Non-Scheduled Day. If the employee is not notified of such designation before the end of the Sunday work, the last scheduled day of the employee's work week shall become a Non-Scheduled Day.

**3 Tour Selection - (Regular Full-Time)**

- (a) An employee shall be permitted to select the basic tour the employee desires to work subject to the following conditions:
- (1) An employee shall not be permitted to select the days of the week the employee is to work or the type of work the employee is to perform.
- (2) Each employee in a group which is treated as a unit for scheduling purposes may select a tour only during January or early February and during July or early August; the time of selection within such periods being determined by the supervisor in charge.

- (3) An employee may select only from the tours available in the group. An employee temporarily reassigned to a location other than his or her permanent reporting location shall be permitted to select his or her tour at his or her permanent reporting location. At the time of selection, a list of available tours shall be referred to each employee in order of seniority, and the employee may indicate thereon his or her selection of the open tour (not one previously selected by an employee with greater seniority) the employee wishes to work.
- (b) To the extent that service and coverage conditions permit, weekly assignments of scheduled tours shall be made in accordance with selection indicated at the last selection period. If the employee is not assigned to the tour the employee selects under 4(a)(3) above because of the employee's lack of qualification, the following will apply:
- (1) Between tour selection periods, if the tour selected by the employee becomes available due to either the adding of a permanent tour or a permanent vacancy, and for which the employee is qualified, the employee shall be assigned to the tour under (b) above.
- (2) The Company will give due regard to the employee's request for the required training.
- (c) Necessary changes in assignments because of absences or changes in requirements between tour selection periods, except as covered in (b)(1) above, shall be made with due consideration to seniority.
- (d) Seniority for the selection of tours shall be determined in accordance with Article 3 (Definitions), Paragraph 4(b).
- (e) The decision of the Company on service and coverage conditions and training requirements shall be controlling unless the Company is shown to have acted arbitrarily or in bad faith. Any dispute concerning the interpretation or application of this clause may be taken up as a grievance, and if necessary, submitted to arbitration in accordance with Article 10 (Arbitration).

#### **4 Tour Selection Administration**

- (a) The following provisions shall govern the administration of Paragraph 4:
- (1) The Company agrees that whenever, in its judgment, it becomes necessary between tour selection periods to replace a vacated tour or add a tour which consists of more than thirteen (13) normal work weeks within the current tour selection period, such a tour shall be offered for selection in the manner provided in Paragraph 4(a)(3); it being understood, however, that not more than the two (2) next succeeding tour vacancies, if any, created by the filling of the aforescribed vacated or added tour shall be offered for selection in the manner provided in Paragraph 4(a)(3). If more than two (2) such tour vacancies are created by the filling of the aforescribed tour originally vacated or added, all tour vacancies in excess of the two (2) next succeeding vacancies shall be replaced in the manner provided in Paragraph 5(a)(2) below.
- (2) The Company further agrees that whenever, in its judgment, it becomes necessary between tour selection periods to replace a vacated tour or add a tour, which consists of one (1) or more normal work weeks but less than fourteen (14) normal work weeks within the current tour selection period, such a tour shall be offered for selection in order of seniority to employees in the appropriate tour

selection unit, who, in the Company's judgment, are qualified to perform the work and available at that time for release from current work assignments without the necessity of replacement.

(3) The Company further agrees that whenever, in its judgment, it becomes necessary between tour selection periods to replace a vacated tour or add a tour, which consists of less than one (1) normal work week, it shall fill such a tour by the selection of an employee from the appropriate tour selection unit.

(b) Except as otherwise provided in this Section, all of the provisions of Paragraph 4 of the Contract shall apply with full force and effect to the tours filled in accordance with the provisions of this Section.

## **5 Daylight Savings Time**

(a) On the night the change is made from standard to daylight savings time, no deduction in pay shall be made even though the actual work time is reduced by one (1) hour for tours scheduled to end after 2:00 AM.

(b) When the change is made from daylight savings time to standard time, an employee scheduled to work a tour ending after 2:00 AM may be required to work additional time. That additional time will be paid in accordance with Paragraph 9 (Extra Work Time).

## **6 Minimum Scheduling - Part-Time**

Part-time employees shall be scheduled to work not fewer than three (3) hours on any given day on which such employees are scheduled to work.

## **7 Work Performed by Managers/Supervisors**

Work of the type usually done by a Network Technical Specialist or IDC Technical Specialist shall not be performed by supervisory employees except when in the judgment of the Company, exercised in good faith, such work is deemed necessary for the good of the service.

## **8 Extra Work Time**

(a) Extra work time is time worked in excess of an assigned tour on a scheduled day, time worked in excess of a normal work week, or time worked on a Non-Scheduled Day.

(b) Extra work time, continuous with a preceding tour worked, shall be considered as occurring on the same day as such tour. Extra work time not continuous with a preceding tour shall be considered as occurring on the day such period of extra work time started.

(c) Time allowed an employee for a meal period (although not paid time) shall not be considered as a break in the continuity of work time.

## **9 On-Call**

This will reaffirm our commitment during recent collective bargaining negotiations that it is not the Company's intent to use the On-Call provisions to limit or diminish off tour or weekend coverage but to resolve unanticipated service needs or service needs of less than a full tour.

## **10 Alternate Work Schedules**

Alternate Work Schedules will be available for use in the bargaining unit covered by this Agreement. In order to implement Alternate Work Schedules, modifications to certain

contract articles will have to be made. In addition, new provisions for Hourly Time Bank and Residual Time will have to be added. The parties recognize the following contract areas may be changed as a result of local negotiations to implement a four day basic work week.

The Parties' representatives identified in Article 2 paragraph 1 must approve each specific plan for alternative work schedules negotiated at the local level.

The Local Union President and the District Level Manager may approve or discontinue, along with the designated VP of Human Resources concurrence, Alternate Work Schedules (AWS) that may include four day work weeks or other flexible work time arrangements.

The hours of a Scheduled Weekly Tour will be 40.

**(a) Hourly Basic Rate**

Is determined by dividing the five (5) day weekly basic wage rate by the number of hours contained in the Scheduled Weekly Tour for the location.

**(b) Night Tour**

For Four Day Work Weeks, a night tour is one which falls within the time period beginning at 6:00 PM and ending at 6:00 AM

**(c) Overtime**

For those employees on the Four Day Work Week or other flexible work time arrangement:

- (i) Daily overtime will be paid after ten (10) hours in a day.
- (ii) Weekly overtime will be paid after forty (40) hours in a week.
- (iii) Double time will be paid after eight (8) overtime hours (paid at 1.5) have been worked.

**(d) Hourly Time Bank**

Vacations, Excused Work Days, Designated Holidays and Floating Holidays will be converted to an hourly total and taken on an alternate tour length basis. Any remaining time (time less than an AWS Scheduled Tour) will be designated as "residual time" and will be credited to the employee's Hourly Time Bank.

**(e) Residual Time**

Time remaining in the Hourly Time Bank after an employee has taken either a holiday, vacation day, or excused work day on an alternate tour length basis. Residual Time may be taken as excused paid time in conjunction with Vacation, Designated Holiday Time, Floating Holiday Time or Excused Work Day Time.

If, at the end of a calendar year, the total Residual Time in an employee's Hourly Time Bank is equal to or greater than the number of hours in such employee's AWS Scheduled Daily Tour, the employee must take the necessary number of days off to reduce the number of hours to below the number of hours in such employee's Scheduled Daily Tour. If total Residual Time is less than the number of hours in such employee's AWS Scheduled Daily Tour, the employee may take the Residual Time as excused paid time in one or more increments, of no less than 2 hours each.

Residual Time that is not used in accordance with the previous provisions may be "bought out" by the Company at the basic hourly rate (including any evening or night differentials when applicable). This will be limited to a single buy out per calendar year. In no case will the amount of Residual Time that is to be bought out be greater than the number of hours in an employee's Scheduled Daily Tour.

"Pay in lieu of" situations applicable to vacations because of separations through dismissal (except misconduct), layoff, resignation, retirement, or death will also apply to Residual Time.

**(f) Leave of Absence**

Employees on leaves of absence will be changed to the five day standard hours per day for their location for the duration of the leave.

**(g) Termination Payment**

For an employee assigned to an Alternate Work Schedule, Termination Payment shall be computed based on the standard weekly tour at that employee's location.

**(h) Employee Benefits**

For an employee assigned to an Alternate Work Schedule, disability benefits shall be based on the standard weekly tour at that employee's location.

**(i) Personal Illness**

Sickness Wait Period will be converted from days to hours based on the existing articles contained in the local agreements.

Discretionary absence, whether paid or unpaid, will be charged to the employee at the alternate daily tour hour basis.

**(j) Rest Period**

A FDW employee shall be assigned one (1) rest period of 20 minutes during each one- half Scheduled Daily Tour.

**(k) Incidental Absences (Jury Duty, Military Duty, Death in Family, etc.)**

Payment will be made for the number of days specified in the local labor agreement. Incidental absences will not be converted to hours.

**ARTICLE 32 - Compensation for Extra Work Time**

**1 Overtime**

Overtime will be paid in the pay period following the one in which it was earned. Employees required to work overtime shall be paid at the overtime rate of one and one-half times (1 1/2) their adjusted rate for time worked under the following conditions:

- (a) Time worked in excess of 40 hours in a calendar week
- (b) Time worked on a non-scheduled day
- (c) Time worked in excess of 8 hours in a scheduled day

**2 Call-Up Payments**

(a) The parties agree that at times it may be necessary that a telephone call, text or email be made by or authorized by a management employee to a non-supervisory employee during periods that the non-supervisory employee is not on work time. The parties further agree that supervisory calls to employees should be kept to a minimum consistent with the needs of the business. The parties agree that when an employee is called by a management employee outside of work time, the employee will be compensated if the call meets all of the following criteria:

- (i) The call, text or email is made outside the employee's Scheduled Daily Tour or on a Non-Scheduled Day, or on an excused holiday;

- (ii) The employee uses his or her job knowledge and skill; and,
- (iii) The call, text or email was not necessitated by error or omission by the employee.
- (b) An employee who meets the preceding criteria will be compensated as follows:
  - (i) By rounding the actual time spent on the call, text, or email up to the nearest half (1/2) hour at the employee's applicable overtime rate.
  - (ii) When more than a single telephone call, text, or email is involved in a given day, compensation will be based on the combined duration of each.

### **3 Call-In Payments**

- (a) An employee contacted by a supervisor at home during periods the employee is not on work time will be considered "called in." Employees responding to a call-in will receive a minimum payment of 2 hours at the employee's applicable overtime rate. Time spent traveling to and from the work site is counted as actual time worked. If a call-in occurs due to the employee's omission or error, the 2-hour minimum does not apply. The employee will be paid only for actual time spent on work activities.
- (b) Time not considered as call-in time includes time when employees are requested to:
  - (i) Remain late on a day which they have reported to work.
  - (ii) When prior to leaving work they are requested to report for work on a subsequent day at either their standard or non-standard starting time.
- (c) Employees receiving call-in payments pursuant to Paragraph 10(c)(1) above, shall not be entitled to payments or reimbursement as provided for in Article 16 and its modifications noted within this article in Paragraph 14 (Transfers, Travel Allowances and moving expenses), except that employees shall be reimbursed for authorized personal vehicle usage at the highest IRS allowable rate per mile for business travel which does not require inclusion of the amount in the employee's gross income per mile, plus actual out-of-pocket travel related expenses incurred in connection with such travel.

### **4 Overtime Assignments Not Continuous with a Tour on a Scheduled Day**

An employee required to report to the work location for an overtime assignment not continuous with a tour on a scheduled day shall be paid for all time worked at the applicable overtime rate. To the extent the employee actually incurs an extra commute in connection with the overtime assignment, the employee will be paid for reasonable traveling time actually incurred in the extra commute between her/his residence and the work place. Employees receiving payments pursuant to this provision shall not be entitled to payments or reimbursement as provided for in Article 16 (Transfers, Travel Allowances, and Moving Expenses), except that employees shall be reimbursed for authorized personal vehicle usage at the highest IRS allowable rate per mile for business travel which does not require inclusion of the amount in the employee's gross income per mile, plus actual out-of-pocket travel related expenses incurred in connection with such travel.

### **5 Differential and Other Payments**

#### **(a) Night Differential**

- (1) Employees whose work week schedules consist of calendar day tours which fall solely between 4:00 PM and 12:00 AM will be paid an evening differential of 10% of their adjusted rate for all hours worked on such tours.

- (2) Employees whose work week schedules consist of calendar day tours which fall solely between 12:00 AM and 8:00 AM will be paid a night differential of 15% of their adjusted rate for all hours worked on such tours.
- (3) Employees whose work week schedules consist of calendar day tours having 50% or more time within a differential period are eligible for that differential for their entire tour. Employees whose work week schedules consist of calendar day tours having hours split evenly between the evening and night differential periods are eligible for the night differential rate for the entire tour.

**Note: Employees who were in the title of Communications Technician on April 27, 2004, and are reassigned via a company initiated move to the titles of Network Technical Specialist or IDC Technical Specialist will continue to be covered by Article 41 for night differential as long as they remain within the titles of Network Technical Specialist or IDC Technical Specialist.**

**(b) On-Call Payments**

- (1) Employees with necessary skills may be requested to remain in contact with the Company outside of scheduled tours by use of a beeper or other communication device. The requirement to remain in contact with the Company will be rotated among all qualified volunteers in the work group. Depending on operational needs, employees with the necessary skills may be assigned on-call for one (1) day or more than one (1) day, up to and including seven (7) consecutive days. Those employees who have agreed to remain in contact will be compensated as follows:
  - (i) Thirty dollars (\$30.00) per day (if on call for a non-scheduled day).
  - (ii) Fifteen dollars (\$15.00) per day (if on call for the periods immediately before and after work on a scheduled workday).

Employees called-up will be eligible for call-up treatment as provided for in Paragraph 3(b). Employees actually called in will be eligible for call-in payment as provided for in Paragraph 3(c). In the absence of sufficient volunteers, the Local Manager will meet and discuss the need for volunteers with the Local Union.

- (2) When, because of illness or other absence, another employee is required to substitute for the employee assigned on-call responsibility, the substituting employee will receive a daily on-call payment (under the same terms and conditions described in Paragraph 5(b)(1) above) instead of the originally assigned employee for each day of substitution.

**(c) Sunday Differential**

Employees who were in the title of Communications Technician on April 27, 2004, and were reassigned via a company initiated move to the titles of Network Technical Specialist or IDC Technical Specialist, will continue to be covered by Article 41 for Sunday differential as long as they remain within the titles of Network Technical Specialist or IDC Technical Specialist.

**(d) Management Relief Differential**

- (1) An employee who is assigned to relieve a Management employee shall receive a payment of ten dollars (\$10.00) for each tour or part in excess of one-half (1/2) thereof so worked.



- (2) Employees assigned to relieve a Management employee may perform all duties normally performed by the manager except that the employee shall not have access to personnel files and may not administer disciplinary action. Employees may also perform their normal duties while relieving the manager.

**(e) Shifted Tour Differential – Operations Employees**

**Note: Employees who were in the title of Communications Technician on April 27, 2004, and are reassigned via a company initiated move to the titles of Network Technical Specialist or IDC Technical Specialist, will continue to be covered by Article 41 for shifted Tour Differential as long as they remain within the titles of Network Technical Specialist or IDC Technical Specialist.**

**(f) Christmas Eve and New Year's Eve Payments**

For tours or overtime worked on December 24 and December 31, an employee shall be compensated at twice the employee's Hourly Overtime Base Rate for all time worked between 7:00 PM and 12:00 Midnight.

**(g) Temporary Assignment to Higher Occupational Job Classification**

Employees temporarily assigned to work in a higher occupational job classification shall receive a classification differential for each day in which an employee works three (3) or more hours in the higher assignment. Such daily classification differential shall be one-fifth (1/5) of the promotional increase which would apply if the assignment in the higher classification were on a permanent rather than on a temporary basis.

**(h) Temporary Assignment for Formal Training Delivery**

Employees temporarily assigned to deliver formal training shall receive a daily differential equivalent to 15% of the employee's daily adjusted wage rate. The differential will be paid for each day in which an employee delivers such training for three (3) or more hours. The differential shall apply to employees who are assigned by management to perform formal training (not necessarily in a classroom) or to perform follow-up training in lieu of their normal work assignment. This differential will not apply to incidental "buddy training" or for rolling out employee programs (e.g., Violence in the Workplace).

**(i) Bi-Lingual Differential**

A qualified employee assigned to communicate in a foreign language to customers shall receive a differential of three dollars (\$3.00) for each work day or part, provided it is three (3) hours or more, so worked. A qualified employee is one who is test qualified in the foreign language.

**ARTICLE 33 - Certification Incentive Payment Program**

The Company and Union agree that it is in both parties' best interest to provide a certification incentive payment program for bargaining unit employees. This certification program satisfies our mutual desire to have employees proceed thru a certification process focusing on the key skills and competencies required for the evolution of networking technology. Both parties agree that the Union-Management Cooperation Committee will periodically review the program to ensure employees have appropriate access and certifications to match business needs as emerging technologies warrant.

- 1 **Training for Certification:** Training for certifications under the program noted above will be offered by location by seniority.
- 2 **Payment for Certification**

<u>Level Achieved</u>	<u>Maximum Bi-Weekly Payment (Not Cumulative)</u>
I	\$40
II	\$80
III	\$150

#### **ARTICLE 34 – NO STRIKE / NO LOCKOUT**

During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns or other disruption of work for any reason by the Union or by any employee, and there shall be no lockout by the Company. This provision does not preclude peaceful informational picketing on employees' own time; provided, however, that employees will not be disciplined for refusing to cross lawful picket lines (not including informational picketing) but, in such event, they may, at management's discretion, be sent home and not paid for the remainder of the day if other work is not reasonably available, and any restrictions on management working and subcontracting will be temporarily removed with respect to the relevant work site.

#### **ARTICLE 35 - MISCELLANEOUS**

##### **1 Variable Workforce Agreement**

The parties agree to continue to support a variable workforce which may include former employees for the purposes of augmenting the primary workforce during peaks of the business.

In conjunction with the Union-Management Cooperation Committee, the Company and Union will review the level of work performed by variable workers (contractors) in the prior 6 months and discuss any upcoming projects (work activities that have a defined start and end date) the Company is aware of at that time. If the review of the prior work indicates that the work is ongoing and is full-time, then the position will be brought back into the bargaining unit. In the event that a project requires an extension beyond the previously defined end date, the Company and Union will discuss and are required to reach mutual agreement on a new end date.

##### **2 Company Initiated Moves**

Company initiated moves include all Article 16 moves, job claiming, and rebalancing.

##### **3 Qualifications**

The Company agrees that those employees who were in the title of Communications Technician on April 27, 2004 and are reassigned via a company initiated move to the title of Network Technical Specialist and remain in that title or the title of IDC Technical Specialist will continue to be qualified for the better and basic tests for the Communications Technician position previously held.

##### **4 Time-in-Title/Time-in-Location**

The Company agrees that those employees who were in the title of Communications Technician on April 27, 2004, and are reassigned via a Company initiated move to the

title of Network Technical Specialist will carry forward their Time-in-Title and Time-in-Location.

## **5 Subcontracting**

The Company and Union agree that there will be periodic meetings of the Union-Management Cooperation Committee to discuss and review work that is currently subcontracted. The Company will make available the necessary data to facilitate productive discussions.

## **6 Force Levels**

The Company agrees that it will establish and maintain a level or "watermark" number of employees in the IDC Technical Specialist titles during the life of the Agreement as follows:

<u>Year</u>	<u>Watermark</u>
2019	70
2020	70
2021	70

## **7 Successorship**

The Company agrees that in any agreement to sell a portion of its assets in a transaction involving the transfer of Employees subject to the parties' 2019 Agreement, as a condition of the closing of such sale, that the Buyer shall agree to assume the terms of the 2019 Agreement, provided that the Buyer shall have the right to re-open the unexpired 2019 Agreement at any time after eighteen (18) months but no longer than twenty-four (24) months following the Closing of the sale, the re-opening of which the Union hereby agrees to accept or, the Buyer and Union may bargain at the expiration of the 2019 Agreement, whichever is earlier. In no event will the terms of this Successorship Agreement limit any of the Company's existing rights under the 2019 Agreement. The Company further agrees it will notify the Union at least 30 days prior to the close of such proposed transaction and, during such 30 day period, will meet with the Union upon request to engage in effects bargaining and to discuss the business reasons for the Company's decision.

## **8 Special Social Security Supplement**

The Company agrees that it will provide those bargaining unit employees with more than fifteen (15) years but less than thirty (30) years of net credited service and with less than fifty-five (55) years in age, who are involuntarily terminated under a force adjustment and who elect to receive a pension benefit for which are eligible, social security supplement payments, which shall equal the amount of the reduction in an employee's monthly annuity payment because of retirement prior to age fifty-five (55) (but not in excess of an employee's projected social security benefit at age sixty-five (65)), and the duration of such payment shall end when the first of the following occurs: completion of twelve (12) years of supplemental payments, attainment of age sixty-two (62), or the death of the retired employee.

## **9 Retirement-Related Benefit Eligibility**

Eligibility for retirement-related benefits will be determined as set forth below.

Effective January 1, 2019, eligibility for postretirement benefits under the Company's Medical Expense Plan for Retired Employees, Dental Expense Plan for Retired Employees, and for the Group Life Insurance Plan shall be subject to an employee's attainment of the following age and service:

**Age****Net Credited Service**

Any age	30 years
65	10 years
55	20 years
50	25 years

Years of service (and Net Credited Service) for this purpose shall be calculated under the terms and conditions of the Pension Plan.

**10 Drug Testing**

The Company and the Union agree that there will be no random drug testing unless required by law.

**11 Interim Status**

When an employee is sent off the job pending an investigation, and the employee is subsequently exonerated or the evidence is deemed inconclusive, the Company will typically pay the employee for lost time. If the Company decides otherwise, that decision may be challenged in the grievance procedure, up to and including arbitration.

**12 Performance Appraisals**

It is agreed that the following will not negatively impact the evaluation of performance for appraisals or for developmental plans:

- a. Absence for union activities as defined in Article 4 - Paragraph 3
- b. Joint Union/Management activities as defined in Article 6 - Paragraph 4
- c. Union-Management Cooperation Committee meetings
- d. Grievance meetings as defined in Article 9 - Paragraph 6
- e. Jury/witness duty, death/funeral and visits to the Medical office as defined in Article 20 - Paragraph 3
- f. Vacation
- g. Training for more than three (3) days during a month.

**13 Arbitration Awards - Interim Earnings**

This will confirm our agreement, reached during recent collective bargaining negotiations, concerning the deduction of certain interim earnings from an award of back pay. As we discussed, in calculating interim earnings to be deducted from a back pay award we will not include amounts earned by the grievant in other employment to the extent that the other employment was held while the grievant was employed by the Company and to the extent such other employment is at a comparable level in terms of number of hours.

**14 Excused Work Days**

After a surplus declaration, the Company will make every reasonable effort to grant time off for unused Excused Work Days to those employees in the at risk group prior to their scheduled off roll date.

**15 Local Agreements**

Local agreements that violate the provisions of the Agreement will be null and void immediately upon the effective date of the Agreement. Other local agreements will

continue in effect unless and until either party gives forty-five (45) days written notice of their termination. During that 45-day period, either party may initiate negotiations pursuant to Article 2 (Collective Bargaining). If no agreement is reached during that forty-five (45) day period, the local agreement will no longer be effective and binding upon either Company or the Union.

#### **16 Downgrades to New Job Title**

When an employee is involuntarily assigned via Article 16 to a title that has been newly created under Article 17, and that title has a lower pay schedule, the employee's current rate of pay will be green circle protected for the life of the contract. It is understood that the terms of this agreement will result in the green circle treatment ending with the expiration of the contract.

#### **17 Schedule Change Part-Time Employees**

It is not the Company's intent to reduce the regularly scheduled hours of part-time employees without adequate notice to the Union.

### **ARTICLE 36 - EFFECTIVE DATES**

The Company and the Union agree that the 2019 Collective Bargaining Agreement is, unless a different effective date is set forth in a particular item, effective on January 1, 2019, but only if it is ratified by the Union membership in the bargaining unit covered by this Agreement.

### **ARTICLE 37 - PARTIES' DEMANDS**

All demands of either party not specifically covered or disposed of by this Memorandum of Agreement or otherwise addressed in writing signed by the parties during the course of 2018 bargaining are hereby waived for the term of the 2019 Collective Bargaining Agreement, all such demands having been thoroughly discussed during the collective bargaining negotiations which are, by the execution of this Memorandum of Agreement, concluded. Unless otherwise specifically agreed in writing, neither party shall be obligated to bargain collectively during the term of this Memorandum of Agreement with respect to modification of their provisions or with respect to the demands of either party that have been the subject of the negotiations hereby concluded.

### **ARTICLE 38 - DURATION**


This Collective Bargaining Agreement shall terminate, unless extended by mutual agreement, at 11:59 PM on Friday, December 31, 2021.

### **SIGNATURES**

The Communications Workers of America on behalf of the employees it represents, and the Company, having bargained in good faith and reached agreement as set forth in the Memorandum of Agreement applicable to its unit, sign through their duly authorized representatives as set forth below:

#### **AGREED:**

##### **FOR THE UNION:**

  
\_\_\_\_\_  
/s/Ken Saether  
Assistant to Vice President, CWA

##### **FOR THE COMPANY:**

  
\_\_\_\_\_  
/s/Leigh Ann Schell  
VP, Human Resources

## EXHIBIT 1 - PAYROLL DEDUCTION AUTHORIZATION

Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_  
Last First Init.

I hereby authorize EVOQUE D.C.S. to deduct from my salary or wages, sickness or disability payments, or other benefit payments or vacation payments, an amount equal to regular monthly Union dues. If for any reason EVOQUE D.C.S. fails or is unable to make a deduction, I authorize EVOQUE D.C.S. to make such deduction in a subsequent payroll period.

The amount equal to regular monthly Union dues shall be that which is certified to EVOQUE D.C.S. by Communications Workers of America for the bargaining unit and the job in which I am employed and shall automatically be adjusted for any bargaining unit and job changes.

This authorization shall remain in effect when I am employed by EVOQUE D.C.S. unless canceled by me. Such cancellation must be individually sent to my EVOQUE D.C.S. Payroll Office and to the Union Local by Certified Mail during the fourteen (14) day period prior to the anniversary date or termination date of the current or subsequent Collective Bargaining Agreement, and shall be effective on the first payroll period in the following month.

This authorization is voluntarily made in order to pay my fair share of the Union's cost of representing me for purposes of collective bargaining, and this authorization is not conditioned on my present or future membership in the Union.

In addition, I authorize EVOQUE D.C.S. to deduct from my salary, wages or other payment an amount of \$\_\_\_\_\_ in payment of my initiation fee.

Amounts deducted in accordance with this authorization are not deductible as charitable contributions for federal income tax purposes.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Employee Work Location

\_\_\_\_\_  
Union Local

\_\_\_\_\_  
EVOQUE D.C.S.

## APPENDIX 1 - SPECIAL CITY ALLOWANCE

An employee whose assigned reporting location on a particular day is within the central area of one of the cities listed below will be paid a Special City Allowance for each day the employee works after reporting at such assigned reporting locations. The amount of the allowance at each city is shown below.

The Special City Allowance will enter into computations of overtime pay as part of the overtime adjustment formula as required by law but will not be part of the Standard Rate or Adjusted Rate nor enter into the computation of any payments under the Employee Benefit Plans or any other fringe benefits or differentials.

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

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Arlington Heights	\$2.40	Miami, FL	\$2.00
Atlanta, GA	\$2.00	Milwaukee, WI	\$2.00
Baltimore, MD	\$2.40	Minneapolis, MN	\$2.00
Bayonne, NJ	\$2.40	Naperville, IL	\$2.40
Birmingham, AL	\$2.00	New Orleans, LA	\$2.00
Boston, MA	\$2.40	New York, NY	\$2.80
Chicago, IL	\$2.40	Newark, NJ	\$2.40
Cleveland, OH	\$2.40	Oakland, CA	\$2.40
Dallas, TX	\$2.00	Philadelphia, PA	\$2.40
Denver, CO	\$2.00	Phoenix, AZ	\$2.00
Detroit, MI	\$2.40	Pittsburgh, PA	\$2.40
E. St. Louis, IL	\$2.00	Portland, OR	\$2.40
Ft. Worth, TX	\$2.00	Rolling Meadows, IL	\$2.40
Houston, TX	\$2.00	San Francisco, CA	\$2.40
Indianapolis, IN	\$2.00	Seattle, WA	\$2.40
Jersey City, NJ	\$2.40	St. Louis, MO	\$2.00
Kansas City, KS	\$2.00	St. Paul, MN	\$2.00
Kansas City, MO	\$2.00	Tacoma, WA	\$2.40
Lisle, IL	\$2.40	Washington, DC	\$2.40
Los Angeles, CA	\$2.40	West Chicago, IL	\$2.40
Matteson, IL	\$2.40		



## **APPENDIX 2 - NATIONAL TRANSFER PLAN**

The Company agrees to allow for eligible current, surplussed, laid off or retired bargaining unit employees to be transferred to other subsidiaries, affiliates, or companies of the Company.

Eligible current, surplussed, laid off or retired bargaining unit employees will receive priority placement for vacancies before external hires for any job for which they qualify. The qualification criteria will be the same utilized for new hires.

In situations where there are equally qualified employees eligible and interested in the same position, eligible current employees will be offered the position first in order of their 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. Their seniority will be recognized by the new entity to which they transfer.

Thereafter, eligible surplussed employees will be offered the position first in order of their 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. Their seniority will be recognized by the new entity to which they transfer.

Thereafter, eligible laid off employees will be offered the position first in order of their 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. Their seniority will be recognized by the new entity to which they transfer.

And, lastly, eligible retired employees will be offered the position first in order of their 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. Their seniority will be recognized by the new entity to which they transfer.

Unless expressly provided to the contrary, employees transferring will fall under the terms and conditions of the receiving entity and will receive active benefits and any post-retirement benefits under its plans or programs.

This Plan does not replace any existing recall rights to which former employees may be entitled, but the rehiring of a former employee under this program satisfies the Company's recall obligation. In addition, employees who are rehired with six (6) months of layoff will be treated as recalled for all purposes except wage treatment.

This Plan does not replace any contractual internal movement of personnel procedures.

Current employees and former employees, for a period of three (3) years from date of leaving the Company payroll, will be able to contact Human Resources and be provided with a list of open jobs.

### **APPENDIX 3 - SUCCESS SHARING PLAN**

Based on the Union's and Company's desire to have employees share in the success of the Company, the parties agree to a Success Sharing Plan (SSP).

Whether a bonus shall be paid is a discretionary decision made by the Company each year after analysis of fiscal results. The decision to pay a bonus will be determined on a Company-wide basis. If a bonus is paid to all Company employees, then a 6% bonus shall be paid to bargaining unit employees on or around December 15 of 2019, 2020, and 2021. The bonus will be computed based on each bargaining unit employee's gross pay earned during the period beginning with December 1 of the previous year and ending with November 30 of the current year. The bonus for bargaining unit employees will be reduced if and only if the salaried and non-represented employee bonuses are reduced. In no case will the represented employee bonuses be reduced by a factor greater than the factor used to reduce the salaried and non-represented employee bonuses.

## **APPENDIX 4 - SURPLUS NECESSITATING LAYOFFS PROGRAMS AND OPTIONS**

The Company and CWA agree that the Company will offer the following programs and options, which are not intended to alter, modify or eliminate any other contract provisions.

Specifically, if the Company notifies CWA, in writing, of a surplus that necessitates layoffs of employees in the bargaining unit, the Company may, to the degree necessary to resolve the surplus, in order of seniority, offer employees the opportunity to elect one of the following options, provided that they meet the conditions of the option selected:

1. Special Leave Program
2. Optional Termination Pay
3. Extended Compensation Option
4. Transition Leave of Absence

### **1. Special Leave Program**

The Company will provide a program designed to encourage the development of individual skills, enable employees to pursue career changes and/or personal goals, and to allow the Company to alleviate force imbalances while at the same time maintaining ties between the company and the employee.

To be eligible, an employee must be a regular full-time or part-time employee and have at least two (2) years of net credited service.

The program is without pay and shall be for a period of not less than nine (9), nor more than twenty-four (24) consecutive months. It may be extended beyond its original termination date, but in no circumstances beyond twenty-four (24) months.

Employees who choose to enter the program must do so before their last payroll date and the election to enter the program is in lieu of termination pay. Employees who choose not to return to work at the conclusion of the original or extended termination period will not be granted termination payments. Employees shall be guaranteed reinstatement at the end of the original or extended termination period to a job of like status and pay. However, employees who are on special leave, who but for the special leave would have been laid off, and who complete the special leave and return to the payroll, will be terminated and receive termination pay upon their return to the payroll. Employees declared surplus upon returning to the active payroll will be given normal surplus treatment. Service credit will be provided to those who return on the payroll at the end of the special leave, except that such service credit will not be granted or recognized for force adjustment or pension purposes.

While on special leave, an employee shall be covered by the CBA, pursuant to the same terms and conditions of employment as a comparable employee active on the payroll.

### **2. Optional Termination Pay**

Regular full-time or part-time bargaining unit employees may request optional termination pay on a voluntary basis provided they have two (2) or more years of net credited service at the time of the request.

An employee who elects this option shall leave the payroll without recall rights on a date determined by the Company and will receive any vacation pay to which the employee is entitled plus a lump sum payment calculated as follows:

A matching number of weeks of pay for each net credited year of service for those with two (2) to ten (10) years of net credited service.

For those employees with eleven (11) to nineteen (19) years of net credited service, they will receive extra weeks of pay, as follows: 11 completed years of service gets an extra week (total 12); 12 net credited years of service gets an extra 2 weeks (total 13); 13 net credited years of service gets an extra three weeks (total 16); 14 net credited years of service gets an extra four weeks (total 18); 15 net credited years of service gets an extra five weeks (total 20); 16 net credited years of service gets an extra six weeks (total 22); 17 net credited years of service gets an extra seven weeks (total 24); 18 net credited years of service gets an extra eight weeks (total 26); 19 net credited years of service gets an extra nine weeks (total 28). Employees with more than 19 years of net credited service will get three weeks of additional pay for each full year of service in excess of nineteen (19) years.

The maximum amount for a payout of Optional Termination Pay is \$65,000. An employee receiving Optional Termination Pay will not be eligible for termination pay provided to laid-off employees.

### **3. Extended Compensation Option**

Regular full-time and part-time employees, who have completed two (2) years of net credited service may elect to participate in the Extended Compensation Option.

Employees selecting this option shall be reassigned to a temporary work assignment for a period not to exceed the number of weeks based on net credited service provided for in the CBA's termination pay schedule (for those at risk of being laid off) and in the CBA's optional termination pay schedule (for those not at risk of being laid off).

Extended compensation payments shall be based on the methods used to compute termination allowance as defined by the CBA for the position held by the employee immediately prior to the temporary assignment. Such payments are subject to deduction of appropriate taxes and union dues, as applicable, and will be offset by any payments made under the disability plan coverage.

To be and remain eligible for this option, an employee must: accept work assignments within his/her local placement area in all job titles for which s/he is qualified (but may reject one assignment in any continuous twelve (12) month period and may designate a full one week period in any consecutive three months as "unavailable" time); accept the appropriate wage rate at the location for the position s/he is filling on a temporary basis in addition to extended compensation payments; such pay will not be used in the computation of any benefits, which shall be based solely upon extended compensation; remain in the same pension band applicable to the employee immediately prior to the new temporary assignment; accept the unused portion of the extended compensation as a lump sum termination payment should eligibility be lost and the employee is required to leave the Company's payroll.

Employees must elect to schedule and take vacation, excused work days, and non-designated floating holidays prior to beginning their temporary work assignment and/or

receive a lump sum payment for any balance of vacation not taken. Those employees electing this option do not accrue vacation time or excused work days, but are compensated for holidays or Company designated excused work days when worked.

Acceptance of another permanent position within the Company terminates participation in the Extended Compensation Option.

#### **4. Transition Leave of Absence**

A transition leave of absence may be granted to employees voluntarily or involuntarily separating from the Company under a surplus.

An employee is eligible for this option if s/he is within one (1) year of actual age and/or service requirements for retirement-related benefits as of the Company specified separation date.

The minimum combination for age/service requirements for eligibility is as follows: any age and net credit service of 29 years; 49 and net service credit of 24 years; 54 and net service credit of 19 years; or 64 and net service credit of 9 years. The service and age attained during this option count only towards eligibility for retirement-related benefits, and not for computing a pension benefit amount.

This option shall not exceed one year from the date that the leave commences, but will end on the earliest of the date that: 1) the employee is rehired with the Company, (2) the employee attains required age and/or service to become eligible for retirement-related benefits, or 3) the employee dies. If 1 or 3 occurs, pension and retirement-related benefit entitlements will be those to which the employee was eligible as of the day before the effective date of the transition leave of absence.

#### **5. Involuntary Termination Due to Layoff**

Regular full-time and part-time employees who have been involuntarily terminated pursuant to force adjustment procedures in the CBA and have a minimum of one (1) year net credited service as of the date of the termination are eligible for up to \$2000 in funds for certain education, training, out placement and relocation expenses.

## **APPENDIX 5 - EMPLOYMENT SECURITY – CWA**

The Company and the Union agree to the following as a result of 2019 Bargaining:

- 1 The Company agrees that when a Voluntary Termination Payment (“VTP”) is offered, the Company will not add a contractor in the same geographical area to perform essentially the same functions previously performed by the bargaining unit employee for a minimum of 6 months, except in the case of a natural disaster.
- 2 Employees who transferred into Article 43 in the 2015 AT&T/CWA CBA prior to January 1, 2019, from an equivalent title in the bargaining unit or another bargaining unit, and who are subsequently laid off, will be eligible for the greater of the termination pay schedule from either the bargaining unit they transferred from or the termination pay schedule in this Agreement.
- 3 When an employee is job claimed through the force adjustment process, the Company will assess the ability to absorb the additional headcount. If the Company is unable to absorb the headcount, a VTP will be offered in an attempt to offset the claimed position.

## **APPENDIX 6 - TRAINING**

The Company and the Union mutually agree that it is in the best interest of the Company, the Union and bargaining unit employees that employees be provided the opportunity to participate in training that will enable them to maintain and improve job skills and qualifications. The Company retains the right to assign training to employees. However, when making decision concerning training, the Company will take into account length of service and expressions of interest of all affected employees insofar as the conditions of the business and the abilities of the employees permit.

### **Tuition Assistance Plan**

The Company and the Union reaffirm the assertion that continuous investment in employees is an essential strategy towards maintaining competitiveness in a global environment. To this end, regular full-time employees will be provided the opportunity for a minimum of forty (40) hours of education and training that is skill based or job related during each calendar year. It will be prorated for part-time employees, mid-year hires, and employees working less than a full year.

The Company also agrees to provide a Tuition Assistance Plan (TAP) that will provide tuition assistance for employee by means of reimbursement of eligible expense incurred once the employee has successfully completed the course(s) in accordance with TAP requirements and provided the supporting documentation determined by the Company to be necessary.

In order to be eligible for TAP, an employee must pursue a degree or certificate program in an approved program, such as ones that will enable bargaining unit employees to transfer to other jobs, including but not limited to CISO, CIS Administrator, Generalist, Cabling, and Routing. The Union will assist the Company in providing such programs to the extent possible.

The annual cap on reimbursement of eligible expense will be \$6000 for approved graduate, undergraduate and certificate programs except that part time employees who work more than twenty (20) hours per week will be reimbursed for 75% of eligible expenses up to a maximum of \$4500 and those working less than 20 hours per week will be reimbursed for 50% of eligible expenses up to a maximum of \$2400. The lifetime cap will be \$20,000 for certificate programs, \$25,000 for undergraduate programs, and \$30,000 for graduate programs.

Management reserves the right to deny reimbursement for graduate programs based on its determination of the needs of the business.

### **Involuntary Terminations**

If the employee voluntarily separates from the Company, the employee will reimburse the Company for all reimbursement payments made by the Company during the employee's last twelve months on the payroll and will reimburse the Company for fifty percent (50%) of reimbursement that it made for the twelve months prior to that time.

Further, those employees, who have been involuntarily terminated pursuant to the forced adjustment procedures of the CBA are eligible for up to \$2000 for certain education, training, outplacement and relocation expenses. These funds are available to employee during the first year of their termination.

## **APPENDIX 7 - MEMORANDUM OF AGREEMENT REGARDING NEUTRALITY AND CARD CHECK RECOGNITION**

EVOQUE D.C.S. ("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 2019 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 EVOQUE D.C.S.
- (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 Richard Bloch. If he 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, 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 non-management 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 will so inform the Union in writing. To the extent permitted by law, 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 the Company, or
- (b) the elimination of bargaining unit work while new jobs are created in any other entity of the Company or any subsidiary of the Company,
- (c) 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 the 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 the Company 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:

- (1) any change on or after the execution date of this Agreement, in the administration and/or control of labor relations by the Company 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 WORKERS  
OF AMERICA, AFL-CIO**

/s/ Ken Saether  
Assistant to Vice President, CWA

Date: January 1, 2019

**EVOQUE D.C.S.**

/s/ Leigh Ann Schell  
VP, Human Resources

Date: January 1, 2019

**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 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, (Company name) will recognize CWA as the bargaining representative of this unit without a representation election being conducted by the National Labor Relations Board and (Company name) 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.

## **APPENDIX 8 - NEW COMPENSATION PLANS AND RECOGNITION AWARD PROGRAMS**

The parties recognize that it may be in their mutual interest to negotiate additional profit sharing and compensation plans during the period of this Agreement. Accordingly, the parties agree that, should the Company or the Union seek to negotiate new plans during the period of this Agreement, the initiating party shall notify the other party of its intention to open discussions. It is anticipated that such notice to the Union shall be made at least sixty (60) days prior to a proposed meeting date. Thereafter, the Company and the Union shall work together to design and negotiate an agreed upon plan that will meet the needs of the Company and the employees. Should the parties reach agreement, the plan shall be implemented upon a mutually agreed date.

Further, the Company shall retain the Recognition Award Programs in effect according to their terms. For purposes of this Agreement, "Recognition Award Programs" shall be deemed to include cash awards, gift certificates or other means of compensation in excess of three-thousand dollars (\$3000) annually to any employee in recognition of individual or group performance within a Business Operating Unit, Division or Group, or in recognition of the performance of the entire Business Operating Unit, Division or Group. It is also recognized that the procedures described above shall apply to any new Recognition Award Programs which a Business Operating Unit, Division or Group may seek to introduce during the period of this Agreement. The Company shall provide quarterly reports to the Union of the associated payouts.

It is the intention of the parties to jointly design plans and programs that achieve the mutual goals of the Union and the Company.

## **APPENDIX 9 - ANNUAL 401K CONTRIBUTION**

For bargaining unit employees hired by the Company effective January 1, 2019 from AT&T, the Company has agreed to contribute the following amounts to each such employee's 401K plan on December 15 (or the Monday thereafter if December 15 falls on a weekend) in each year that the CBA remains in effect:

2019	\$500
2020	\$750
2021	\$1,000

These contributions are intended to replace the employee's loss of profit sharing and other AT&T discounts that the Company is not able to replicate.

## **APPENDIX 10 - WORK AT HOME**

The Company and Union agree that they may engage in program trials which include work at home for bargaining unit employees. No program should be initiated until the requisite approval of the Company and the Union has been obtained. This agreement is intended to consider telecommuting options to address legitimate business requirements, and not intended to be used by managers or employees to address individual or personal needs.

Prior to implementation of any work at home trial, a proposal will be submitted prior to which the Company will ensure that financial review and funding has been authorized. The proposal must include criteria used to: identify and/or select the participants in the trial; options for employee withdrawal; equipment to be provided by the Company; procedures applicable if that equipment is Company provided or employee provided with regard to maintenance, repair and replacements, and any associated expenses; appropriate work environment and Company access to that work area ,

Termination of any work at home trial may be done by either the Company or the Union with a minimum of fifteen (15) days' notice.

Compensation and benefits will not be affected by a work at home trial. Employees will be paid according to the wage zone at their normal work location. Special allowances will apply only when the employee actually reports to their normal work location as defined in Appendix 2.

An employee's schedule is unaffected by work at home, and will be established by management as specified in the CBA.

The Company's policy for safeguarding proprietary information must be followed. Supervisors will review the policy with the employee(s) before any trial commences.

Performance evaluation criteria will be the same as would be in place at the employee's normal work location.

Employee reimbursable expense will be consistent with established corporate expense guidelines.

Workers compensation liability for job-related injuries and illnesses and eligibility for benefits continue during the employee's approved work schedule/assignment throughout the duration of the trial in accordance with applicable law and the term of the program.

The Company is not liable for any injuries of family members, visitors and others in the employee's home location.

A teleworker's agreement, as defined in the Company's policy regarding telework, will be developed, reviewed, and mutually agreed to, by the Company, Union and employee before participation in the trial. A copy of this agreement will be retained in the employee's personnel file.



## APPENDIX 11 - SERVICE ANNIVERSARY

January 1, 2019

Mr. Ken Saether  
Assistant to the Vice President, CWA

### Re: Service Anniversary

Dear Ken,

The Company has agreed to provide a Service Anniversary and Retirement Award Program to employees covered by this Agreement, as reflected below.

If the celebration is in recognition of:	The employee is entitled to one of the following:	Expenses Not To Exceed:
5 or 10 years of service	Choice of breakfast, lunch, dinner, or informal gathering for the employee and guests that have been identified.	\$ 100
15 or 20 years of service		\$ 150
25 or more years of service		\$ 200
Retirement	Choice of breakfast, lunch, dinner, or informal gathering for the employee and guests that have been identified.	\$ 500
Retirement Invitation Package*  Employees who choose not to select the Retirement Invitation Package will forfeit the \$200. It may not be added to the \$500 for the retirement recognition event.	A Retirement Invitation Package may include one or more of the following: <ul style="list-style-type: none"><li>• Invitations (with or without photo, may include postage)</li><li>• Announcement Posters</li><li>• RSVP Cards</li><li>• RSVP Return Envelopes</li><li>• Memory Cards</li><li>• "Thank You" Notes (does not include postage)</li><li>• Mailing Envelopes</li></ul>	\$ 200

Regards,

/s/ Leigh Ann Schell  
Vice President of HR

## **APPENDIX 12 - SUBCONTRACTING**

January 1, 2019

Mr. Ken Saether  
Assistant to the Vice President

Dear Ken:

This will confirm our commitment at the bargaining table to continue to abide by the letter to Mr. Morton Bahr from Mr. Raymond Williams, dated May 27, 1989, concerning subcontracting. A copy of the Bahr/Williams letter is attached.

Sincerely,

/s/ Leigh Ann Schell  
Vice President of HR

Concurred:

/s/ Ken Saether  
Assistant to Vice President

Attachment: Pre-2015 Agreements

## ATTACHMENT

May 27, 1989

Mr. Morton Bahr, President  
Communications Workers of America  
1925 K Street, NW Washington, DC 20005

Dear Mr. Bahr:

I am writing to respond to the expressions of concern raised at the Operations bargaining table regarding the Company's contracting out of work, which have focused on situations in which a layoff is pending or has occurred (and ex-bargaining unit members retain recall rights) within the same force adjustment area where the work is to be contracted, and in job titles whose occupants would traditionally have performed such work.

I do not believe that CWA and AT&T have diverse views on this subject.

As to such work normally performed by our employees, we have always preferred not to contract such work out if it would otherwise be performed by bargaining unit employees in job titles in a geographical commuting area (1) where layoffs of such employees are pending; or (2) where a layoff has already occurred and such laid off bargaining unit members retain recall rights and are available to perform such work.

In the future, the Company will not contract out such work, under the conditions outlined above, except when it has no other reasonable alternative. Under such circumstances, the Company will discuss its decision with the Union.

Very truly yours,

/s/ Raymond E. Williams

## **APPENDIX 13 – ELECTRONIC MONITORING**

January 1, 2019

Mr. Ken Saether  
Assistant to the Vice President

Dear Ken:

During our recent negotiations the Company and Union have discussed concerns regarding electronic monitoring. The parties agree that the Company will not electronically monitor employees and will not use electronic monitoring as a basis for discipline.

Sincerely,

/s/ Leigh Ann Schell  
Vice President of HR

Concurred:

/s/ Ken Saether  
Assistant to Vice President