



**Agreement between**

**COMMUNICATIONS WORKERS  
OF AMERICA**

**and**

***Print Media LLC***

**EFFECTIVE: *August 10, 2015 through August 12, 2018***

## TO EMPLOYEES:

The Communications Workers of America is the official bargaining representative for all employees in your collective bargaining unit. This official relationship carries with it serious obligations and responsibilities which the Company and the Union are determined to fulfill. As a sign of good faith between ***Print Media LLC*** and the Communications Workers of America, a "Responsible Relationship" clause, Article **27.01**, is included in the Agreement which governs your wages, hours and working conditions.

Simply stated, "mutual respect and responsibility" means an honest regard for equality in the official relationship between Company and Union representatives. It does not allow for a supervisor attempting to "pull rank" on a Union representative nor does it allow for a Union representative attempting to intimidate or "badger" a supervisor merely because there is a difference in point of view. It further means that no Company representative at any level should regard a grievance as merely an irritant, just as it also means that no Union representative should offer "grievances" which are designed only to harass management. Additionally, this clause means that Union and Company representatives must not engage in activities to undercut or belittle each other.

Company representatives, and especially the first level of supervision, have the day to day responsibility to deal reasonably and in good faith with Union representatives. They have the right, in return, to expect responsibility and respect from the Union's representatives. To insure continually improving relations between the Company and Union, it is the intent of both organizations to deal with each other at all levels in a sincere, honest, and businesslike manner. This effort by both parties should insure a better feeling for the needs of the employees.

Sincerely,

For the Union:  
Richard Honeycut  
Vice President

For the Company:  
*Scott Long*  
*VP Procurement and*  
*Administration*

## TABLE OF CONTENTS

|   |     |
|---|-----|
| <u>RECOGNITION OF THE UNION</u> .....   | 1   |
| <u>MANAGEMENT RIGHTS</u> .....  | 2   |
| <u>ARTICLE 1 DEFINITIONS</u> .....  | 3   |
| <u>ARTICLE 2</u><br><u>WAGES</u> .....  | 10  |
| <u>ARTICLE 3 SCHEDULING AND ALTERNATIVE WORK ARRANGEMENTS</u> .....                 | 16  |
| <u>ARTICLE 4 PAY AND BASIS OF COMPENSATION</u> .....                                | 25  |
| <u>ARTICLE 5 HOLIDAYS AND VACATIONS</u> .....                                       | 34  |
| <u>ARTICLE 6 ABSENCES FROM DUTY</u> .....   | 43  |
| <u>ARTICLE 7 FORCE ADJUSTMENTS</u> .....  | 50  |
| <u>ARTICLE 8 EMPLOYMENT SECURITY</u> .....  | 58  |
| <u>ARTICLE 9 TRANSFER AND TRAVEL EXPENSE</u> .....                                  | 66  |
| <u>ARTICLE 10 SUSPENSIONS, DISCHARGES AND DEMOTIONS</u> .....                       | 74  |
| <u>ARTICLE 11 PROMOTIONS, TRANSFERS, JOB VACANCIES AND PLACE OF Reporting</u> ..... | 76  |
| <u>ARTICLE 12 APPLICATION OF SENIORITY</u> .....                                    | 89  |
| <u>ARTICLE 13 JURISDICTION OF WORK</u> .....  | 93  |
| <u>ARTICLE 14 JOB DESCRIPTIONS, TITLES AND CLASSIFICATIONS</u> .....                | 94  |
| <u>ARTICLE 15 HEALTH AND SAFETY</u> .....   | 97  |
| <u>ARTICLE 16 UNION FUNCTIONING</u> .....   | 98  |
| <u>ARTICLE 17 RECORDS</u> .....   | 102 |
| <u>ARTICLE 18 PENSIONS AND BENEFITS</u> .....                                       | 104 |
| <u>ARTICLE 19 UNION-MANAGEMENT CONFERENCES</u> .....                                | 106 |
| <u>ARTICLE 20 GRIEVANCE PROCEDURE</u> .....   | 108 |
| <u>ARTICLE 21 FEDERAL OR STATE LAW</u> .....  | 118 |
| <u>ARTICLE 22 ARBITRATION, EXPEDITED ARBITRATION AND MEDIATION</u> .....            | 119 |
| <u>ARTICLE 23 PAYROLL DUES DEDUCTION AND UNION SECURITY</u> .....                   | 123 |
| <u>ARTICLE 24 ABSENCES FOR UNION DUTIES</u> .....                                   | 126 |
| <u>ARTICLE 25 DISTRIBUTION OF AGREEMENT</u> .....                                   | 129 |
| <u>ARTICLE 26 RESPONSIBLE UNION-COMPANY RELATIONSHIP</u> .....                      | 130 |

|  |     |
|--|-----|
| <u>ARTICLE 27 APPLICATION AND AMENDMENTS</u> ..... | 132 |
| <u>ARTICLE 28 NON-DISCRIMINATION</u> .....         | 133 |
| <u>ARTICLE 29 DURATION OF AGREEMENT</u> .....      | 134 |

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AGREEMENT  
between  
COMMUNICATIONS WORKERS OF AMERICA and  
***PRINT MEDIA LLC***

This Agreement, made this ***10<sup>th</sup> day of August 2015***, by and between Communications Workers of America, herein called Union, and ***Print Media LLC*** herein called Company:

The parties agree that the Company hereby continues its recognition of the Union, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, as the exclusive bargaining representative of all employees of the Company except for supervisors and professional employees as defined in the National Labor Relations Act as amended, and employees regularly performing confidential labor relations duties. The jobs presently within these non- represented categories are listed in a Memorandum of Agreement between the parties dated the 10th day of August, 1986.

As a result of collective bargaining, the parties hereby covenant and agree that the following provisions will remain unchanged and govern their relationship for the duration of this labor agreement.

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## MANAGEMENT RIGHTS

*The Union recognizes the right of the Company to operate and manage its business, including, but not limited to, the right to establish job descriptions and determine job assignments, to implement new and different operational methods and procedures, to determine staffing levels and requirements, to determine the kind, type, and location of facilities, to introduce new or different services, products, methods, to eliminate services products, and methods, and to use resellers, national retailers or third party agents.*

*The foregoing enumeration of management rights shall not exclude other rights of management not specifically set forth, and the Company retains all rights not otherwise specifically restricted by this Agreement.*

## **ARTICLE 1 DEFINITIONS**

### **1.1 Basic Rates, Wages, Pay.**

The rate of pay, exclusive of all differential or extra payments, as shown in Wage Scales, Appendix B.

### **1.2 Calendar Week.**

A consecutive period of seven days, the first day of which is Sunday.

### **1.3 Connecting Work.**

Any overtime work which connects with the beginning or end of scheduled time. If the employee requests and receives time off for a relief or meal period between the scheduled time and the overtime period, such break will not change the connecting nature of such work.

### **1.4 Double Time Rate, Pay.**

Double time rate of pay is two times the basic rate of pay plus such other differential increment as required under the terms of the Fair Labor Standards Act in effect on the date of this Agreement.

### **1.5 Evening and Night Differentials.**

Payments as provided for in 4.07 made to employees who work tours which fall wholly or partly within the period 7:00 P.M. to 7:00 A.M.

NOTE: No evening or night differentials apply to tours which begin at 7:00 A.M. or later, and end at or before 7:00 P.M.

### **1.6 Full-Time Employee.**

An employee engaged to work a full-time or normal work week.

### **1.7 Gender.**

The use of the masculine or feminine gender in this Agreement will be construed as including both genders and not as a sex limitation.

### **1.8 Holiday Work.**

Any work which begins on an authorized holiday. (See **1.341**)

## **1.9 A Legally Recognized Partner (LRP)**

Any individual who is:

A Registered Domestic Partner, or

- x An employee, retired employee, or participant, as applicable, who has entered into a same-gender relationship pursuant to and in accordance with state or local law, such as marriage, civil union or other legally recognized arrangement that provides similar legal benefits, protections and responsibilities under state law to those afforded to a Spouse. An individual who has a Spouse is not permitted to designate a Legally Recognized Partner. No individual is permitted to designate more than one Legally Recognized Partner during the same period or to designate different Legally Recognized Partners for different Company-sponsored plans or programs during the same period.

## **1.10 Location.**

Location is defined as the geographic area that corresponds to that primary directory's geographic coverage. The Company will designate the place at which employees are required to report for work within a location. An employee's basic wage rate is established based on the employee's permanent reporting location.

## **1.11 Needs of the Business.**

Whenever used in this Agreement, "needs of the business" means any and all requirements which in the Company determination are necessary to insure meeting the needs of the customer, both internal and external. Such determination will be subject to the grievance procedure set forth in Article 21, and a charge of bad faith or arbitrary action will subject to the arbitration procedure set out in Article 23.

## **1.12 Net Credited Service.**

(See 1.25)

## **1.13 Non-Scheduled Day.**

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



**1.14 Normal Work Day (Tour).**

Effective September 1, 2016, a normal work day will consist of 8 (eight) hours of work(tour), exclusive of an unpaid lunch break.

**1.15 Normal Work Week.**

Effective September 1, 2016, a normal work week will consist of 40 (forty) hours of work, or five (5) tours.

**1.16 Overtime Rate, Pay.**

Overtime rate of pay is one and one-half times the basic rate of pay plus such other differential increment as required under the terms of the Fair Labor Standards Act in effect on the date of this Agreement.

**1.17 Part-Time Employee (Regular or Temporary).**

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

**1.18 Part Tour.**

A work assignment of less than a normal tour (8 hours \* 9/1/16).

**1.19 Premium Pay.**

Pay at the overtime rates or pay for non-overtime work at hourly rates equal to or in excess of the overtime rate.

**1.20 Promotions.**

Reassignment to a job having a higher top basic weekly rate, or to a higher-rated job having no established top rate. The top basic rates on Zone A wage scale will be used in determining if a promotion is involved. Transfer from a lower-rated to a higher-rated location where the job classification or work assignment is not changed is not a promotion. Reassignment to a different job having the same top basic weekly rate is not a promotion.

**1.21 Regular Employee.**

One whose employment is reasonably expected to continue for more than

one year, except those classified as "temporary" employees.

**1.22 Regular Rates, Wages, Pay.**

Basic pay plus any differential pay for work on evening and night tours as provided for in 4.07. No overtime or extra pay other than evening or night differential is included in regular pay.

**1.23 Scheduled Hours.**

Hours falling within an employee's scheduled tour.

**1.24 Scheduled Tour.**

Any of the tours which are officially posted on the weekly work schedule for a particular employee.

**1.25 Seniority Date.**

- A. Length of continuous BellSouth/***AT&T/YP Holdings/Print Media*** service with the Company accrued from the date an employee actually begins work if the employee has been continuously engaged or the service accrued in the case of an employee who has not been continuously engaged.
- B. Bridging. When a former employee is rehired by the Company, he/she will be given credit for the former service as follows:
  - 1. When the break in service has been less than 6 calendar months, the former service will be bridged immediately
  - 2. and the Seniority date adjusted accordingly.
  - 3. When the break in service has been 6 calendar months or more, the former service will be bridged after 3 continuous years of service, and the seniority date adjusted accordingly.
- C. Part-time employees hired on or after January 1, 1990 and full-time employees hired after January 1, 1990 who are subsequently reclassified to part-time will accrue seniority on a prorated basis.

Such proration will be determined by the number of hours worked per week as a percent of 40 hours. Full-time employees on the payroll as of December 31, 1989 who are subsequently reclassified to part-time and part-time employees hired prior to January 1, 1990 will accrue seniority as if they were full-time employees. Additionally, part-time employees will be eligible for coverage in all benefit plans in accordance with 19.02.

- D. Tie Breaker. When affected employees have the same seniority date, seniority shall be determined as follows:

The Company will use the month and day (but not the year) of the birthday of each employee (e.g., March 21 and April 1: the employee with the March 21 birthday will have the highest seniority ranking).

If the above methodology does not break the tie, the Company will use the last four digits of the employee's social security number (e.g., the employee whose social security number ends with 1234 will be higher in seniority than an employee whose social security number ends with 7890).

**1.26 Session.**

One of the two parts into which a tour is divided (or assumed to be divided when the nature of the employee's assignment requires constant attention on duty). A session will not be less than three hours.

**1.27 Sunday Work.**

Any work which begins on a Sunday. (See 1.34)

**1.28 Technological/Operational Efficiency Displacements.**

Any regular employee will be considered displaced by an improvement in operational efficiency when his/her services will no longer be required as a result of a change in equipment, a change in a method of operation, or other internal change diminishing the total number of employees formerly required to supply the same service to the Company or its subscribers. The term will not include layoffs caused by external forces.

**1.29 Temporary Employee.**

One whose term of employment is intended to last more than three weeks, but ordinarily not more than nine months, or who is engaged for a specific project involving a period of time of not more than twelve months, except that in instances of technological change not to exceed twenty-four (24) months.

**1.30 Temporary Transfer.**

See 11.05A.

**1.31 Tour.**

See 1.14.

### **1.32 Wage Length of Service (Wage Experience Credit).**

Period credited to an employee in the application of the wage schedule for his/her job classification. Generally, the wage length of service of an employee whose entire service has been continuously in the same job will be his/her total length of service. If one is employed at a starting rate higher than the normal starting rate on account of previous telephone or other experience or special training, the wage length of service will include such credit as is given at the time of employment or re-employment, plus service accumulated thereafter. In paid absence cases under the Short Term Disability Plan only the first month of such absence is included in computing wage experience credit, except that employees absent as a result of, and who receive payments for, accidents arising out of, and in the course of, employment will accumulate wage experience credit during the time of such absence and payment.

### **1.33 Weekly-Rated Employee.**

An employee whose basic rate of pay is established on a weekly basis.

### **1.34 Work Day.**

The period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any tour is a part of the work day on which such tour begins. Any connecting time which precedes a tour is a part of the work day on which the connecting time begins. Any connecting time which follows a tour is a part of the work day on which the work day begins, even though such connecting time continues until the beginning of a subsequent tour. Pay for work which starts at or after 12:00 midnight preceding the day and before midnight ending the day will be at the rate prescribed for that day.

### **1.35 Work Group.**

A group of employees who work under the same first line, or immediate supervisor, and who regularly interchange on work assignments and regularly relieve each other.

### **1.36 Work Group Advocate.**

Employee or employees designated to perform supervisory or other special work without relieving a supervisor.

### **1.37 Work Unit.**

A work unit will mean all those employees within a given title and department who have a common place of reporting except that employees within a single title performing distinctly different job duties will not be grouped together.

## **ARTICLE 2**

### **WAGES**

#### **2.1 Wage Rates.**

- A. Full-Time Employees. The rate of pay and progression wage scales for full-time employees will be those shown in Appendix B, Part I, attached hereto and made a part hereof.
- B. Part-Time Employees.
  - 1. Except for payment for overtime hours worked, all hours worked by a part-time employee will be paid at the equivalent basic hourly rate for a comparable full-time employee working a normal tour in the same job title, classification, and work group. Part-time employees will not be eligible to receive overtime payments until they have worked a normal tour or work week for a comparable full-time employee. The overtime rate for the part-time employee will be the applicable overtime rate for a comparable full-time employee based on such part-time employee's basic hourly rate.
  - 2. The classification of a part-time employee is based on the employee's "part-time equivalent work week" which will be determined prospectively by dividing the employee's total normally scheduled hours per month by 4.35 and rounding the result to the next higher whole number. (Illustration: 68 hours per month divided by 4.35 equals 15.6 rounded to a "part-time equivalent work week" classification of 16.)
  - 3. The "part-time equivalent work week" classification of each part-time employee will be reviewed by the Company on April 1 and October 1 of each year and more often if appropriate. Indicated adjustments, if appropriate, will be on a prospective basis. In determining whether such adjustment is appropriate, the Company will consider the actual average number of hours worked per month during the preceding six (6) month period and the likelihood that such number of work hours will continue for a reasonably foreseeable period of time except that any hours worked which are paid at the overtime rate will not be counted in computing the average number of hours worked.
  - 4. For employees who are hired on or after January 1, 1981, and who work as regular part-time employees, payments to a regular

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part-time employee for sickness disability accident disability, or death benefits under the Short Term Disability Plan vacations, holidays, anticipated disability leave, sickness absence (not under the Short Term Disability Plan) or termination allowance (or its equivalent) will be prorated based on the relationship of the individual part-time employee's "part-time equivalent work week" to the normal work week of a comparable full-time employee in the same job title, classification and work group.

## 2.2 Starting Rates.

- A. Except as provided in "B" above, a person engaged to work in one of the titles listed in Appendix A, Part I, will receive the rate designated "Start" on the progression wage scale for his/her title in the appropriate schedule for his/her location as shown in Appendix B, Part I.
- B. Appropriate allowances for wage experience calling for rates higher than such "Start" rates may be made as outlined in the sub-sections of this paragraph.
  - 1. Persons with previous work experience may be granted wage experience credit, if their previous work experience is directly related to the duties of the new job. The previous work experience must be verifiable with satisfactory performance. Normally this credit will not exceed fifty percent (50%) of such actual work experience nor result in an allowable maximum credit of more than twenty-four (24) months.
  - 2. An employee formerly employed by the Company **or its predecessors (i.e., BellSouth, AT&T, or YP LLC)**, will have his/her former wage experience credit adjusted in accordance with the following table if re-employed in the same or lower-rated job classification:

| <b>For Months Out of<br/>Service</b> | <b>Number of Months to be<br/>Deducted from Former<br/>Wage Length of Service</b> |
|--------------------------------------|---|
| Less than 24 Months                  | 0 Months  |
| 24 but less than 48 Months           | 6 Months  |
| Over 48 Months                       | 12 Months   |



In all cases, if an employee's wage credit is adjusted, the employee will be placed in the nearest wage step to his/her adjusted wage length of service.

- a. If the employee had directly related experience or training during his/her absence from the Company **or its predecessors (i.e., BellSouth or AT&T or YP)**, which the Company considers of value, he/she will be given credit for this experience or training in addition to the credit provided above. Normally this credit will not exceed fifty percent (50%) of such actual work experience nor result in an allowable maximum credit of more than twenty-four (24) months.
  - b. Each of a series of successive breaks in service will be computed in the same manner using the table above.
  - c. The above table does not apply to an employee re-engaged within four years after layoff as provided in Article 7 or employees returning from authorized leaves as provided in Article 6, but he/she will receive credit for the outside experience or training of value under "a" above.
3. The provisions of "2" above will also be applicable to such a former employee when re-employed in a higher-rated job classification except that his/her wage rate and wage length of service on the higher-rated job will be established as follows:
- a. The wage rate to be received on the higher-rated job will be either the same as that calculated by the use of the above table for the lower-rated job at the location to which the employee is re-employed or the starting rate of the higher-rated job, whichever is greater. If the calculated rate is not an exact step on the wage scale for the higher-rated job, the employee will be paid the nearest higher rate.
  - b. The wage length of service will be the number of months applicable to the wage rate determined by "a" above.

c. This section will not apply to persons initially engaged for technical assignments, or to persons engaged for typing or stenographic work or other work comparable to the work performed by such persons prior to their engagement by the Company.

rated job, whichever is greater. If the calculated rate is not an exact step on the wage scale for the higher-rated job, the employee will be paid the nearest higher rate.

b. The wage length of service will be the number of months applicable to the wage rate determined by "a" above.

C. This section will not apply to persons initially engaged for technical assignments, or to persons engaged for typing or stenographic work or other work comparable to the work performed by such persons prior to their engagement by the Company.

### **2.3 Wage Progression Schedules.**

The wage progression increases provided in the attached wage scales will be automatic unless the wage scales specifically state otherwise.

### **2.4 Effective Date for Progression Increases.**

The effective date for progression increases will be at six (6) month intervals, or at such other intervals as may be specified in the applicable Wage Tables.

### **2.5 Flexible Starting Rates.**

It is agreed that the starting rate specified for any of the wage scales listed in Appendix B for any location may be increased when the Company determines that the employment situation warrants such action. The Company will notify the Union in all instances where changes in starting rates are to be made. The Union will have the right within thirty (30) days from receipt of notice by the Company to conduct negotiations concerning such changes.

## **2.6 Promotional Increases.**

Employees promoted from one job to another within the bargaining unit will be accorded the following pay treatment:

- A. When an employee is promoted from a weekly rated job to another weekly rated job, he/she will be paid at their existing wage experience level.
- B. If an employee's rate in the lower title exceeds the indicated rate for the new higher title, such rate will not be reduced; and thereafter, the employee will progress on the new scale.

## **ARTICLE 3**

### **SCHEDULING AND ALTERNATIVE WORK ARRANGEMENTS**

#### **3.1 Work Schedules.**

- A. Work schedules for all employees will be posted officially by 11:00 A.M. on each Thursday to show for each such employee his/her scheduled or assigned tours for the next two calendar weeks.
- B. Work schedules will stipulate the starting and ending time of such tours, together with the starting and ending time of each session. Intervals between sessions will not be shifted, at the instance of the Company, except as necessary to meet needs of the business.
  - 1. Lunch or meal periods between sessions which are shifted by the Company will not be considered as a shift of tours under 3.02G.
  - 2. "B" above does not require the posting of starting and ending time of sessions for those tours that have no meal period.
- C. Where employees work common hours as a group, a statement which meets the requirements of 3.01B may be posted for the group as such.
- D. At locations where no management person is assigned to supervise the employee involved, a letter to such employee which meets the requirements of 3.01B may be addressed to him/her advising that until further notice he/she is to work that schedule. At such locations, this will be considered as complying with 3.01A.

#### **3.2 Scheduling Tours.**

- A. Insofar as needs of the business permit, the Company will assign tours in accordance with the preference of employees in the order of their seniority. Tours will be scheduled and assigned in accordance with 3.03.

It is not the intent of this article or any other provision in this Agreement to require the Company to revise a posted work schedule so as to assign an employee entering the

work group the tours to which his/her seniority would otherwise entitle him/her.

- B. Tours may fall on any day of the week necessary to meet needs of the business, except that the tours and part tours which make up the normal work week may not be spread over more than six days of the calendar week.
  - 1. Scheduled time is comprised of tours and/or part tours and the scheduled time for any work day will not exceed the length of a normal tour.
  - 2. In the event it becomes necessary to schedule an employee to work more than five tours in a calendar week, the sixth and seventh day will be considered as premium days on the weekly work schedule.
- C. No employee will be scheduled to work more than thirteen consecutive days without his/her consent, except where acute service conditions develop caused by unanticipated service needs, fire, flood, storm or other natural disaster.
- D. Insofar as needs of the business will permit, a minimum time interval of twelve hours will elapse between the scheduled ending time of one tour and the scheduled starting time of the next, except when a tour is assigned to an employee with less than the minimum interval between tours because of that employee exercising his/her seniority for the choice of tours or when a schedule is created or changed as a result of the request of the impacted employee.
- E. Part tours may be scheduled for full-time employees; however, the Company recognizes the undesirability of scheduling such part tours for full-time employees.
- F. Employees will be either scheduled and excused or scheduled to work on authorized holidays.
  - 1. Insofar as needs of the business permit, employees will be excused on authorized holidays.
- G. Changes from officially posted weekly work schedules may be made, provided such changes do not result in a full-time employee being scheduled for less than a normal week and further provided such changes do not result in the payment by the Company of additional overtime, premium or penalty hours during the week involved, to provide for changes in hours, work days, or off days in accordance with the following:
  - 1. At the instance of the Company.

2. At the written request of employees.
  - a. Such requested changes will be made when no replacement of the employee's schedule is required and when the services of the employee making the request may be profitably used during the hours to which he/she wishes to change.
  - b. When a replacement of the employee's schedule is required the change will be made provided an agreeable shift can be made in the schedule of another employee and provided such other employee agrees to work the shifted tour at the regular rate.
  - c. If the Company contacts an employee in connection with a shift of his/her tour and the employee agrees to the shift, the shift will not be considered to be made at the request of the employee.
  - d. Employees who are normally scheduled for tours ending after 7:00 P.M. will be scheduled for day tours (comparable to day tours worked by other employees in the work group) with starting times as near as possible to the court convening time, (or their schedule changed to such day tours) on the days they are to serve as jurors or witnesses. This will not be considered a shift of tours under 4.01E.

### **3.3 Assignment of Tours.**

- A. For all forces the following principles and general procedures for the selection of tours will govern with the following exceptions:
  1. In work groups of three or less employees the Company is not required to post the list described in Paragraphs B2a and B2b following.
  2. An employee assigned to a work group to relieve an absent employee will work the tour assigned to the absent employee.
- B. In conformity with Article 13, the following procedures will be followed in the assigning of tours:
  1. Employees will have the privilege of exercising

seniority in preference for choice of tours in accordance with their seniority dates posted on the seniority list and the Company will assign tours as chosen insofar as needs of the business will permit.

At least 3 weeks prior to the specified effective date of a new basic week day schedule (Monday through Friday or Monday through Saturday, as appropriate) or in the reassignment of an existing basic schedule, the Company will concurrently post:

- a. A copy of the schedule (or a notice) indicating the starting and ending time of tours, together with the starting and ending time of each session and the number of each group of tours.

**Example:**

| <b>Schedule Tours</b>                               | <b>Number of Employees</b> |
|---|----------------------------|
| 8:00 a.m. to 12:00 Noon-<br>12:30 p.m. to 4:00 p.m. | 6                          |
| 8:15 a.m. to 12:15 p.m.-<br>1:00 p.m. to 4:30 p.m.  | 4                          |
| 3:00 p.m. to 7:00 p.m.-<br>8:00 p.m. to 11:00 p.m.  | 3                          |

This posting will also show the effective date of the new schedule and the date (not earlier than three working days following the date of posting) on which the Company will begin contacting employees as provided under "3" below.

- (1) Employees will be advised of their new schedule 6 working days prior to the effective date of the new schedule.
- b. A list for each work group indicating the seniority date of each employee as of the effective date of the new schedule. For employees who will have their service bridged in accordance with 1.25 prior to or on the effective date of the new schedule, the seniority date to be indicated will be the new seniority date arrived at by such bridging of seniority. No change will be made in the seniority date shown on the list for an employee after his/her new seniority date has been passed in the assignment of tours. For the purpose of this section, employees temporarily assigned to a different work group in

the same location will be considered as members of their regular group.



Employees with "Acting" titles in work groups other than those in which they regularly work will be included on the seniority list for the work group in which the "Acting" title is held, unless it is expected that the employees will return to their regular work group on or before the effective date of the new schedule.

- c. Where it is known prior to contacting for choice of tours that employees are to enter the work group under the provisions of Article 7 on or after the effective date of the new schedule, such employees will be listed on the seniority list referred to in "b" above and contacted for choice of tours under the provisions of "3" below.
3. The Company will make a reasonable effort to contact employees on the seniority list in the order listed for the purpose of obtaining preferences for choice of tours, except for the following: employees on vacation; employees absent from the location of their residence; and employees on leave of absence. Since such contacts, and the assignment to basic tours will be made in the order of seniority in accordance with the list referred to in 2b above, the time consumed in attempting to contact each employee will be necessarily limited. Accordingly, it is contemplated that employees will express in advance assignments they prefer if they will not be readily available for such contact. Changes will not be made in any assignment after an assignment is made to the next person on the list.
- a. Employees on vacation, employees on leave of absence who are expected to return on or before the effective date of schedule, employees absent from the location of their residence, and employees whom the Company was unsuccessful in its efforts to contact, unless they have expressed in advance a preference for a different available tour, will be given assignments identical with their present assignments, if available. Employees who have not expressed a preference for an available tour, and for whom an identical assignment is not available, will be assigned a tour of the same general type with the nearest ending time to the ending time of their present assignment, or if a tour of the same general type is not available then a tour of a different type with the nearest ending time to the ending time of their present assignment.

- b. Employees on leave of absence who are expected to return on or before the effective date of the schedule who did not work during the present schedule and have not expressed a preference for choice of an available assignment on the new schedule, will be assigned any available tour.
- 4. Employees on leave of absence who were not expected to return before the effective date of the schedule, but who do return before such date but after one or more employees with less seniority have been assigned will be placed on the seniority list described in "B2b" above immediately following the last employee who was assigned and will have the next preference for choice of the available assignments.
- 5. Employees reporting into the work group for duty by transfer, engagement, re-engagement, etc. after one or more employees with less seniority have been assigned will be placed on the seniority list described in "B2b" above immediately following the last employee who was assigned and will have the next preference for choice of the available assignments.

Where it becomes known during the contacting for choice of tours that employees are to enter the work group under the provisions of Article 7 on or after the effective date of the new schedule, such employees will be placed on the seniority list described in "B2b" above immediately following the last employee who was assigned and will have the next preference for the choice of the available assignments.

- a. Employees who enter the work group or who return to work (except those returning from vacation or benefits) after all employees on the seniority list have been assigned, will have no seniority for preference in choice of assignments on this schedule. However, employees (except those re-entering by transfer or re-engagement) who have been given an assignment on the new schedule who return to the work group during the period the schedule is in effect will continue on such assignments for the duration of the schedule. Where employees enter the work group under the provisions of Article 7 after all

assignments have been made, such employees will exercise full seniority for choice of tours on separate schedules.

- b. Employees mentioned in "6" above, who are considered as having no seniority for choice of assignments, will have no seniority for this purpose; but, where there are two or more such employees in the work group, they will be afforded an opportunity to exercise seniority among themselves in preference for choice of assignments on the weekly work schedule.
- 7. Employees having their service bridged after the effective date of the new schedule, thus entitling them to additional seniority, will have the opportunity to express preference for choice of tours at the next time all employees within the group have an opportunity to express this preference. Until that time the old service date will determine seniority for choice of tours.
- 8. Notwithstanding any other provisions of this Article and 12.03, employees entering or returning to the work group who have not been given work assignments in the current weekly work schedule, may be assigned any available tours until the assignments on the next posted weekly work schedule are effective.

### **3.4 Relief Periods.**

- A. All employees will be assigned or allowed one fifteen-minute relief period during each session worked. Such relief periods will be assigned or allowed as near the mid-point of the session as feasible or practicable, but in no event will they be assigned to start less than one hour from the beginning or end of each session unless a service emergency develops.
- B. In cases of overtime connecting work, as defined in 1.05, when an employee requests time off for a relief or meal period such request will be granted, without pay, if practicable in view of the nature or expected duration of the overtime work.

### 3.5 Alternative Work Arrangements.

#### A. Four-Day Work Week, Flexible-Time Scheduling, Telecommuting and Job Sharing

1. The Company and the Union recognize that today's competitive pressures require more alternatives in the work place. Four-Day Work Week, Flexible-Time Scheduling, Telecommuting and Job Sharing are alternative work arrangements that provide opportunities to balance work and family and to satisfy the needs of both the employee and the employer. Accordingly, the parties have agreed to offer the above alternative work arrangements. Using the guidelines established at the Executive Level, the Local Level (i.e., Local President and Director/General Manager) may develop and agree to the alternative work arrangement. This local agreement must be concurred in by the Company and the Union at the Executive Level.

***In the event a request for flexible-time scheduling is denied the Company will, at the request of the Union, meet (telephonically or in person) with the Local President or his/her designee and communicate the business reasons in a timely manner.***

#### 2. Eligibility

The alternative work arrangements may be applied to regular or temporary employees. It is recognized that these arrangements may not be applicable for all work groups. Where utilized, the arrangement(s) will normally be offered to all eligible employees in the work group or administrative work unit which for the purpose of these arrangements is defined as one or more supervisory groups of employees in the same title and department who have a common place of reporting and who perform essentially the same type of work. However, there may be situations justifying departure from this rule.

##### a. Four-Day Work Week

- (1) In certain administrative work units or work groups, a

normal work week may be established over a 4 day period. The number of hours which presently constitute a normal five day work week schedule will be scheduled in equal amounts over four consecutive days unless agreed to otherwise at the Local Level and subsequently approved at the Executive Level.

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

b. Flexible-Time Scheduling

- (1) Flexible-time scheduling will consist of fixed “core” hours with varying beginning and/or ending times as deemed appropriate. Such scheduling will be subject to the scheduling provisions of this Article except the beginning and/or ending times may vary according to individual needs.
- (2) No differential payments for evening and night work will be made unless some or all of the hours, which would otherwise constitute a normal work day without the use of flexible-time scheduling, fall within the period of time for which such differential is paid.

c. Telecommuting

An alternative work arrangement that may not require that a particular job function be done totally at a specific job site.

d. Job Sharing

An alternative work arrangement where two or more employees share the responsibility for a designated position.

**ARTICLE 4**  
**PAY AND BASIS OF COMPENSATION**

**4.1 Pay for Work on a Week Day (Other than an Authorized Holiday).**

- A. Employees working on a week day will be paid at the regular rate for all scheduled time worked except as otherwise provided in this section.
- B. Employees working on a week day will be paid at the overtime rate for all non-scheduled time worked and for scheduled time worked under the provisions of 3.02B2 except as otherwise provided in "D" below.
- C. Effective September 4, 2016, scheduled time worked on a week day which is in excess of 40 hours worked during the calendar week as referred to in "1" below will be paid at the overtime rate except as otherwise provided in "D" below. (Also see 3.02B2).
  - 1. Effective September 4, 2016, all time on week days, Sundays, holidays, and vacations, except for time coded for suspension, unpaid home condition, or excused time will be included in the 40 hours when computing weekly overtime due.
- D. Notwithstanding any other provisions of this section, employees will be paid at the double time rate for all time worked in excess of fifty-one (51) hours of work time in a calendar week. In computing these hours, only time actually worked will be counted, except that excused time on an observed holiday which is considered as time worked under "C" above will also be counted in computing the hours of work time.
- E. When scheduled hours are shifted by the Company, the new scheduled time worked on week days within 48 hours after notice of the shift but outside the previously posted schedule will be paid for at the overtime rate, except as otherwise provided in "D" above. This provision shall not apply to schedule changes that are required as a result of a weather emergency or declared state of emergency.
- F. Scheduled time worked on week days which falls within twelve hours from the scheduled end of the preceding tour will be paid for at the overtime rate except as otherwise provided in "D" above.
  - 1. An employee's exercise of his/her seniority for the choice of tours or the change of a schedule at the request of any employee does not obligate the Company to pay, under "F" above, for time worked at the overtime or double time rate.
- G. When employees have worked fourteen or more hours in the twenty-four hours immediately preceding the starting time of a scheduled tour on a week day, time worked during such scheduled tour equal to the

time worked in excess of thirteen hours during the preceding twenty-four hours will be paid for at the overtime rate except as otherwise provided in "D" above.

- H. When employees have worked on thirteen or more consecutive days (scheduled or non-scheduled) they will be paid beginning with the fourteenth day at the overtime rate or the double time rate, as appropriate, for all scheduled time worked on week days until the employees have been granted a day off.
- I. Where a scheduled week day is shifted by the Company from a work day to an off-day without twelve hours' notice employees will be paid on the new off-day for two hours at the overtime rate.
- J. Employees working on a week day falling on December 31 will be paid at the overtime rate for all time worked after 7:00 P.M. except as otherwise provided in "D" above.
- K. Notwithstanding any provisions of this Agreement except 4.01F, 4.01H, and 4.01J, effective September 4, 2016, the overtime rate of pay will not be paid to part-time employees until they have worked in excess of eight (8) hours per day or forty (40) hours per week. (See 2.01B)

#### **4.2 Pay for Work on Sunday.**

- A. Effective September 4, 2016, all references in this section and the remainder of the contract to daily hours shall change from 7 ½ hours per day to 8 hours worked per day, and each reference to weekly hours shall change from 37 ½ to 40 hours worked in a week.
- B. Employees working on Sunday will be paid at the Sunday rate (one and one-half times the basic hourly rate) for all time worked not in excess of 8 hours and will also be paid any applicable evening or night differentials.
- C. Employees working on Sunday will be paid at the overtime rate for all time worked in excess of 8 hours.
- D. Where a scheduled Sunday is shifted by the Company from a work day to an off-day without twelve hours' notice, employees will be paid for two hours at the Sunday rate.
- E. Where the weekly work schedule is 40 hours and it includes a Sunday part tour of less than 4 hours, employees will be paid (in addition to pay under "A" above for the time worked) at the regular rate for the difference in time, if any, obtained by subtracting the scheduled time (and connecting time, if any) worked from 4 hours.
- F. Where the weekly work schedule is in excess of 40 hours and it includes a Sunday part tour of less than 4 hours employees working

such part tours will be paid at the appropriate overtime rate.

#### **4.3 Pay for Authorized Holiday.**

- A. Employees other than those specified in "B" below will be paid a day's regular pay for an authorized holiday irrespective of any payments under 4.04 for time worked on the holiday, except as provided in "1", "2", "3" and "4" below.
  - 1. Where the holiday is the sixth or seventh scheduled day as computed under 4.01C, the employee will be paid a day's pay at the overtime rate except as provided under 4.05B.
  - 2. Where no work is performed on the holiday and the scheduled and excused time on such holiday is in excess of forty-nine hours as computed under 4.01D, the employee will be paid a day's pay at the double time rate. (See 4.05B.)
  - 3. Employees having unexcused absences (i.e., MUN0) on a holiday on which they are scheduled to work, or on the last scheduled day preceding the holiday or the first scheduled day following the holiday will receive no pay for the holiday.
  - 4. Employees excused, for any reason, without pay for thirty days or less and who perform no work during the calendar week in which the holiday occurs will not be eligible for pay for the holiday except for absences during the first seven days resulting from sickness, absence for Union time, or when the employee is absent as a result of acceptance of Company initiated excused time.
  - 5. Employees on leave will not be eligible to pay for the holiday if the leave begins before or terminates after the holiday occurs in a particular week.
- B. Part-time employees engaged or re-engaged on or after 1/1/81 will be paid a holiday allowance at the straight time rate for all authorized holidays whether they are scheduled to work, scheduled and excused or not scheduled to work. The holiday allowance paid will be prorated based on the relationship of the individual part-time employee's "part-time equivalent work week" to the normal work week of a comparable full-time employee in the same job title, classification and work group.

#### **4.4 Pay for Work on Holiday.**

- A. Employees other than those specified in "F" below working on a holiday not in excess of 8 hours will be paid at the overtime rate except as otherwise provided in this section.
  - 1. Employees will be paid at the double time rate for time worked on



an observed holiday, not in excess of 8 hours when such work time is in excess of fifty-one hours of work in the calendar week as computed under 4.01D.

2. Employees will be paid at the double time rate for time worked on an observed holiday, not in excess of 8 hours, when such work time occurs on an observed holiday falling on Friday or Saturday and is in excess of forty hours as determined in computing weekly overtime in 4.01C.
- B. Employees working on a holiday will be paid at two and one-half times the basic rate for all time worked in excess of 8 hours.
  - C. Where the weekly work schedule is 40 hours and it includes a holiday part tour of less than 4 hours employees will be paid (in addition to pay under "A" above for the time worked) at the regular rate for the difference in time, if any, obtained by subtracting the scheduled time (and connecting time, if any) worked from 4 hours.
  - D. Where a scheduled holiday is shifted by the Company from a work day to an off-day without twelve hours notice, employees will be paid on the holiday for two hours at the overtime rate unless paid under 4.03A1 or 4.03A2.
  - E. Pay under this section is in addition to pay under 4.03.
  - F. Part-time employees engaged or re-engaged on or after January 1, 1981.
    1. If an employee works less than his/her scheduled hours, he/she will be paid the holiday allowance plus pay for only those hours worked at the applicable rate as outlined above.
    2. If an employee is not scheduled to work on the holiday and is assigned to work, in addition to the holiday allowance, he/she will be paid straight time for all hours worked within the equivalent full-time tour for a comparable full-time employee. 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 will be at the overtime rate or double time rate, as appropriate.

#### **4.5 Non-Compounding of Overtime.**

- A. Notwithstanding any other provisions of this Agreement, employees will not be paid for work on Sundays, week days, or holidays at any rate in excess of the overtime rate except to meet holiday pay requirements under 4.04B, double time requirements under 4.01D, 4.03A2 or 4.04A, or where necessary to meet minimum pay

requirements as stated in 4.01B, 4.01J, and 4.02C.

- B. When an employee is paid at the double time rate for time worked within 8 hours on a holiday, the holiday pay, equal to the time worked that is paid at the double time rate, will be paid at the regular rate irrespective of the provisions of 4.03A1.

#### **4.6 Assignment of Overtime.**

- A. Overtime for employees will be offered on the following basis:
  - 1. The Company will provide employees with as much notice as possible when overtime is required. Insofar as practicable, the Company will give at least four (4) hours notice prior to assigning connecting overtime.
  - 2. The Company will not be required to reassign a work assignment in progress at the end of the employee's tour because of his/her position on the seniority list.
  - 3. On a voluntary basis, overtime will be offered to qualified employees in the work group, in order of seniority. If additional volunteers are needed, it will be offered to qualified employees in the work unit in order of seniority.
- 4. If all available qualified employees decline the offered overtime, it will be assigned to the qualified employee lowest in seniority in the work group including those who do not desire overtime unless there is a valid personal reason for not accepting the assignment. Employees who have already worked twelve (12) hours of overtime in the current week may refuse additional overtime if there are other qualified employees available for overtime. (see Involuntary Overtime Trial language, Appendix C)
- 5. When all available qualified employees, including those who do not desire overtime, in a given work group are needed to perform overtime work, such employees will be so advised when they are initially contacted. In this event, they will be expected to accept the overtime assignment unless they have a valid personal reason for declining. (See Involuntary Overtime Trial language, Appendix C)
  - a. Employees having valid personal reasons for not working overtime on a particular day should notify their supervisor as far in advance as practicable.
- 6. When assigning overtime, the Company will consider, to the extent possible, the overtime preferences of their employees. Each employee will be given the opportunity to indicate, in writing to his/her supervisor, their preference of overtime assignment. The form, designated by the Company, may indicate the following types of overtime assignments:

- a. No voluntary overtime
- b. Connecting overtime
- c. Connecting overtime preference (before or after tour, if applicable)
- d. 6<sup>th</sup> day
- e. 6<sup>th</sup> day (more than 3 consecutive weeks)

Preferences will remain in effect until changed by the employee. Employees will have the right to change their overtime preference forms once per quarter.

- 7. Employees who are on vacation for one or more full weeks will be considered as unavailable on the Saturday before the first full week and ending with the Sunday following the last week. Employees who are on vacation for less than a week will be considered as unavailable on the day(s) they are on vacation. The selected vacation week(s) must have been scheduled prior to the posting of mandatory overtime.
- 8. Employees who have selected a full vacation day or more in accordance with Article 5.06D will be considered as unavailable for the Saturday and Sunday overtime provided one of their scheduled vacation days is Friday or Monday. The selected vacation day(s) must have been scheduled prior to the posting of mandatory overtime.
- 9. An employee may schedule or re-schedule a vacation day or week after the posting of an overtime assignment but will be considered as available.
- 10. In connection with the Union's review of an alleged grievance or violation of the provisions of this Article, the Company will provide a record of all overtime hours worked by employees in the work unit and/or work group.

#### B. Compensatory Time/Overtime Option

- 1. Employees covered under this Article will be given the option of selecting either compensatory time off or overtime payments when the employee works overtime if practical and consistent with the needs of the business.
- 2. The option to take compensatory time off will be voluntary on the part of the employee and will be granted subject to needs of the business. When multiple requests for the same compensatory time are received, the requests will be granted in seniority order.
- 3. Compensatory time off must be taken in the same work week in which the overtime occurred.
- 4. Compensatory time off may only be taken for overtime worked at the 1 1/2 times rate. Such compensatory time off will be granted at the rate of 1 1/2 hours for each hour of overtime worked.

#### C. Premium-pay opportunities will be offered in the same manner as described

in "A." above.

#### **4.7 Differential Payments.**

- A. Employees will be paid, in addition to their basic rates, differentials for working tours which fall wholly or partly within the period 7:00 P.M. to 7:00 A.M., except, the total number of differentials to be paid for any work between 7:00 P.M. and the following 7:00 A.M. will not exceed two.
- B. Except as provided in 4.08, all employees will be paid differentials for those tours which fall wholly or partially within the period 7:00 P.M. to 7:00 A.M. in the amount of ten percent (10%) of their basic wage rate.
- C. Where connecting overtime work (1.06) extends into a period for which evening or night differentials are payable, compensation for that day will include a differential payment in the amount of ten percent (10%) of the basic daily wage rate except that no such differential will be payable for time worked between the hours of 7:00 PM and 8:00 PM.
- D. Where overtime of four or more hours duration is worked which does not connect with a scheduled tour, and any part of the overtime is between the hours of 7:00 P.M. and 7:00 A.M., compensation for that day will include the proper proportion of the applicable differential payment.
- E. Only one evening or night differential will be paid for work performed between 7:00 P.M. and the following 7:00 A.M. except in cases where an employee has earned such a differential under "C" or "D" above and starts his/her next scheduled work prior to 7:00 A.M.
- F. Any employee directed by the Company to assist in the training of a group of employees will be paid, in addition to his/her basic rate, a differential of fifteen percent (15%) per session in which more than one hour of such work is performed.  
Any employee directed by the Company to assist in the training of an individual will be paid, in addition to his/her basic rate, a differential of fifteen percent (15%) per hour of such work performed.

#### **G. Supervisory-Relief and Work Group Advocate Differentials.**

1. Rate of Differential. When an employee is designated by the Company to relieve a management employee or to perform supervisory work, he/she will be paid a supervisory relief differential of ten percent (10%) above his/her basic hourly rate of pay for such time worked provided he/she

performs such work for two or more hours during the calendar week.

2. "Acting" Titles. When an employee is designated to perform temporarily the supervisory duties of a first line or higher supervisor and that designation is expected to run for a period of longer than five weeks, he/she will be reclassified temporarily to the title of "Acting" for the supervisor being relieved. If an employee has been relieving a supervisor on a differential payment basis for a period of five weeks, he/she will be reclassified to the title of "Acting" if the relieving assignment is expected to continue for five or more additional weeks. Upon the end of an "Acting" designation, the employee will receive the rate of pay to which his/her wage length of service entitles him/her on the job that he/she thereafter performs.
3. When an employee is designated by the Company to perform supervisory work but not relieve a supervisor, he/she will be paid a Work Group Advocate differential of ten percent (10%) above his/her basic hourly rate of pay for such time worked provided he/she performs such work for two or more hours during the calendar week.

#### H. Working on Higher-Rated Job.

1. An employee working temporarily on a higher-rated job classification within the bargaining unit will receive a differential of ten percent (10%) above his/her basic hourly rate of pay for such time worked provided he/she performs such work for two or more hours during the calendar week. Differentials are limited to those instances in which an employee is substituting in a job carrying a higher top basic weekly rate than the job on which the substituting employee normally works, except that an employee in formal training for work on a higher-rated job classification within the bargaining unit but who has not been promoted to the higher-rated job

classification will receive differential payment during the period of such training. (See 12.05A1)

2. In no event will the basic pay of the employee substituting in a higher-rated job plus differentials under "1" above be more for a calendar week than his/her wage experience credit entitles him/her to receive when applied to the higher wage scale for the job on which he/she is temporarily working.
3. When an employee is designated temporarily to work full time on a higher-rated job classification within the bargaining unit and that designation is expected to run for a period of longer than four weeks, he/she will be reclassified temporarily to the title of "Acting" in the higher-rated job classification and paid in

accordance with 2.06. If an employee has been working on a differential payment basis for a period of four weeks, he/she will be reclassified to the title of "Acting" if the relieving assignment is expected to continue for three or more additional weeks. Upon the end of such designation, the employee will receive the rate of pay to which his/her wage length of service entitles him/her on the job that he/she thereafter performs.

I. **Quality Facilitator Work.**

Employees certified as quality facilitators will be paid a differential of fifteen percent (15%) above his/her basic hourly rate for time worked in the role of a facilitator. This includes time spent preparing for and facilitating workshops, training team members, or facilitating other quality improvement programs.

J. **Multi-lingual Differential**

Employees who meet reasonable certification requirements for multi-lingual positions, and who have been assigned/selected to work in a position for which these certification requirements apply, will be paid \$3.00 for each full session worked.

**4.8 Pay For Exempt Employees.**

Employees exempt from the Wage and Hour Section of the Fair Labor Standards Act, as amended, will receive basic weekly pay and differential payments under the provisions of 4.07G, H, I, and J. None of the provisions of 4.01, 4.02, 4.04, 4.05, 4.06 and 4.07A, B, C, D, E, and F will apply to such exempt employees.

**4.9 Payroll Periods and Paycheck Deliveries.**

- A. Employees in all departments will be carried on bi-weekly payrolls. Paychecks for those employees not using direct deposit will be mailed to the employee's mailing address 2-3 business days prior to payday.
- B. Check stubs for those employees using direct deposit will be made available to employees in the most efficient manner available.
- C. Payday will be on Friday following the close of each payroll period. Funds will be made available in the employee's account or available for deposit on Friday following the close of a payroll period.

## **ARTICLE 5**

### **HOLIDAYS AND VACATIONS**

#### **5.1 Designated Holidays.**

Designated Holidays – The Company recognizes the following ten (10) Designated Holidays, which are to be observed in 2016 and subsequent calendar years.

|                           |                        |
|---------------------------|------------------------|
| New Year's Day            | Labor Day              |
| Martin Luther King<br>Day | Thanksgiving Day       |
| President's Day           | Day After Thanksgiving |
| Memorial Day              | Christmas Eve          |
| Independence Day          | Christmas Day          |

In the event the Company desires to change any of the Designated Holidays in subsequent years, it shall meet with the Union and discuss such proposed changes prior to November 1 of the preceding year. Changes to Designated Holidays shall only be made upon agreement with the Union.

#### **5.2 Holidays Falling on Sunday.**

When an authorized holiday falls on Sunday, the following Monday will be recognized and observed as the holiday.

#### **5.3 Holidays Falling on Saturday.**

As to employees not normally subject to Saturday scheduling, if the holiday falls on Saturday the preceding Friday will be observed

#### **5.4 Holidays within Vacation Period.**

When an authorized holiday falls within an employee's vacation period an additional day of vacation will be provided, and selected in accordance with 5.06B.

#### **5.5 Vacations.**

A. Eligibility. Regular and temporary employees shall accrue vacation with pay during each calendar year as follows:

| SENIORITY                    | PAID VACATIONS   |
|------------------------------|--|
| 6 Months or more (completed) | 1 Week   |
| 1 Year or more (completed)   | 2 Weeks<br>(a) The first week may be taken after completion of 6 months seniority.<br>(b) The second week may be taken after completion of 1 year's seniority. |
| 7 Years or more              | 3 Weeks  |
| 15 Years or more             | 4 Weeks  |
| 25 Years or more             | 5 Weeks  |

1. The calendar year, for purposes of determining vacation allowance, shall begin on January 1 and end on the following December 31.
2. Employees may take the number of vacation days for which they are eligible at the beginning of the vacation year per the eligibility section at any time during the course of the calendar year, in accordance with Article 5.06.

Exceptions:

- a. In instances in which an employee becomes eligible for his/her first or second week on or after December 1, such vacation week may at the Company's option, be scheduled and taken in the following calendar year provided it is completed prior to April 1.
  - b. When an employee reaches a milestone service anniversary (for example, seven, fifteen, or twenty-five years) of seniority, he or she will be eligible to take the additional week of vacation upon reaching the actual service anniversary date. Employees who celebrate a milestone service anniversary date in December of the current calendar year will be allowed to use the additional week prior to April 1 of the following calendar year.
3. Subject to state or federal law, all employees will be required to use all vacation time accrued in the calendar year accrued, except as provided in 5.05A2a, 5.05A2b, and 5.10.



## **5.6 Scheduling Vacations and Days in lieu of Holidays which Occur During a Scheduled Vacation Week.**

- A. Not later than November 15<sup>th</sup> the Company will post a statement that will indicate the time available for selection of vacation and days in lieu of holidays that occur during a scheduled vacation week. As many vacation periods as possible should be made available during each week and time off will be granted consistent with the needs of the business.
  - 1. For vacation schedules with one (1) employee, the Company may show up to two calendar weeks as unavailable for vacation. Neither of these weeks will include a holiday. All other calendar weeks will have available vacation periods.
- B. From December 1<sup>st</sup> through January 15<sup>th</sup> employees may choose vacation periods, days in lieu of holidays, and optional holidays (see 5.01A2b) in seniority order as of January 1<sup>st</sup> of the vacation year.
  - 1. Employees not available between December 1<sup>st</sup> and January 15<sup>th</sup> may express their choices in advance and, if available, will be assigned as chosen.
  - 2. Employees who have not made a selection by January 15<sup>th</sup> may select from the available remaining time.
  - 3. An employee may elect to schedule all, or part of, their vacation during the selection process.
    - a. An employee will schedule at least one week of vacation during the selection period. The employee may elect only one segment, in full week increments, until all other employees have expressed their preference.
      - (1) Initial segment selection cannot exceed four (4) weeks and is defined as a continuous period of vacation with no work time between the beginning and end.
      - (2) After all initial segment selections, the fifth week may be scheduled in conjunction with any previously scheduled segments, if available.
    - b. In the event the employee's choice for a segment has already been selected and is thus unavailable, the employee may elect to post this segment choice as a "preference" then proceed with scheduling their next choice of a segment selection.
      - (1) These preferences will be captured on a separate list –

Vacation Preference List.

- (2) Employees may elect a maximum of two (2) preferences.
- (3) Only one preference may be posted per segment selection round.
- (4) Preferences will be posted and taken as a segment of vacation, a minimum of one full week.

Should a segment of vacation become available in the vacation year, the employees listed on the Vacation Preference List will be given priority over any other requests for vacation rescheduling, in the order that their names appear on the list.

- c. The day in lieu of New Year's Day will be considered time off in the year under selection.
4. Immediately after all vacations have been selected, a canvass will be made for the selection of days in lieu of holidays, optional holidays (see 5.01A2b) and individual days including eligible days provided in 5.05A2a, 5.05A2b, and 5.10.
5. After an employee makes a selection no changes will be allowed during the selection period.
6. By January 25<sup>th</sup> the Company will post a list of vacation selections and these will be made available throughout the year.
- C. Vacations may be rescheduled during the unexpired portion of the vacation year, consistent with the needs of the business, as follows:
  1. An employee may reschedule part, or all, of any segment of scheduled vacation.
  2. In the event a request to reschedule vacation is denied due to needs of the business, the Company will communicate the needs of the business in a timely manner. Vacations may be rescheduled when an agreeable change can be made with another employee.
  3. If an employee is ill, or experiences a death in their immediate family, on the first day of any full week of vacation, that week or segment of vacation only will be rescheduled upon request in accordance with 5.06C1. The Company may ask for proof of such illness or death and such proof may include medical evidence.
  4. Should a segment of vacation become available in the vacation year, the employees listed on the Vacation Preference List (see 5.06B3b) will be given priority over any other requests for vacation rescheduling, in the order that their names appear on the list.

5. Requests for rescheduled vacation will be granted based on the earliest request, except as provided in 5.06B3b, to the employee's immediate supervisor. When multiple requests for the same day are received in a 24-hour time period the requests will be granted in seniority order.
- D. All vacation time not scheduled according to 5.06B may be taken at any time during the available periods in the calendar year as follows:
    1. An employee may request vacation in increments of half day, one day or more, or full weeks, except as provided in 5.06B3b.
      - a. Half day and one day or more requests should be granted upon reasonable notice (e.g., prior to the end of the previous tour), based on the earliest request to the employee's immediate supervisor. When multiple requests for the same day are received in a 24-hour time period, the requests will be granted in seniority order.
      - b. Full weeks should be granted with one weeks' notice in the same manner as 5.06D1a above.
  - E. Once vacations have been scheduled they will not be changed at the initiative of the Company except as follows:
    1. As provided for in 5.08A and 5.10,
    2. If such changes will obviate the layoff or separation of other employees,
    3. In cases of emergencies, natural disasters or due to the needs of the business.
  - F. It is not the intent of this Article to require a shift in a vacation schedule to accommodate an employee who is entering a work group. If needs of the business do not permit the employee to take vacation as originally scheduled such employees will select vacations from current available remaining periods. Employees entering a work group at the instance of the Company will be permitted to take their originally scheduled vacation, except as provided in 5.06E.
  - G. A vacation will not be changed to permit an employee to receive sickness pay, except as provided in 5.06C3, nor will a vacation be changed to permit an employee to receive vacation pay during a period of sickness except as provided in 5.10.

## 5.7 Vacation Pay.

Vacation pay is basic pay plus evening and night differentials and relieving differentials. Differentials, if any, to be included in vacation pay will be those appropriate for the employee's regular tour.

## 5.8 Vacation Treatment for Employees Leaving the Service.

A. Vacation days are earned proportionally during the calendar year. Subject to state or federal law, an employee who is leaving the Company, unless for reasons of misconduct, will be paid in lieu of all vacation he or she has accrued but has not used in the calendar year. To determine the number of "earned" current year vacation hours for employees who have completed six (6) months of service who are eligible to paid in lieu of, see the chart below:

| Month<br>Employee<br>Leaves<br>Company<br>or<br>(Credited<br>Months)<br>Jan. (1)<br>Feb. (2)<br>March (3)<br>April (4)<br>May (5)<br>June (6)<br>July (7)<br>Aug. (8)<br>Sept. (9)<br>Oct. (10)<br>Nov. (11)<br>Dec. (12) | Annual Eligible Vacation Hours                       |                                     |  |                                      |  |
|---|--|-------------------------------------|--|--------------------------------------|--|
|   | (See eligibility above for number of eligible weeks) |                                     |  |                                      |  |
|   | 5 Days or<br>1 Week<br>(37.5 Hours)                  | 10 Days or<br>2 Weeks<br>(75 Hours) | 15 Days or<br>3 Weeks<br>(112.5 Hours) | 20 Days or<br>4 Weeks<br>(150 Hours) | 25 Days or<br>5 Weeks<br>(187.5 Hours) |
|   | Number of "Earned" current Year Vacation Hours       |                                     |  |                                      |  |
|   | 3.00   | 6.00                                | 9.00                                   | 12.00                                | 15.00                                  |
| Feb. (2)  | 6.50   | 13.00                               | 19.50                                  | 26.00                                | 32.50                                  |
| March (3)   | 9.50   | 19.00                               | 28.50                                  | 38.00                                | 47.50                                  |
| April (4)   | 12.50  | 25.00                               | 37.50                                  | 50.00                                | 62.50                                  |
| May (5)   | 15.50  | 31.00                               | 46.50                                  | 62.00                                | 77.50                                  |
| June (6)  | 19.00  | 38.00                               | 57.00                                  | 76.00                                | 95.00                                  |
| July (7)  | 22.00  | 44.00                               | 66.00                                  | 88.00                                | 110.00                                 |
| Aug. (8)  | 25.00  | 50.00                               | 75.00                                  | 100.00                               | 125.00                                 |
| Sept. (9)   | 28.00  | 56.00                               | 84.00                                  | 112.00                               | 140.00                                 |
| Oct. (10)   | 31.50  | 63.00                               | 94.50                                  | 126.00                               | 157.50                                 |
| Nov. (11)   | 34.50  | 69.00                               | 103.50                                 | 138.00                               | 172.50                                 |
| Dec. (12)   | 37.50  | 75.00                               | 112.50                                 | 150.00                               | 187.50                                 |

| Month<br>Employee<br>Leaves<br>Company<br>or<br>(Credited<br>Months)<br>Jan. (1) | Annual Eligible Vacation Hours as of 9/4/16          |                                     |                                      |                                      |                                      |
|--|--|-------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
|  | (See eligibility above for number of eligible weeks) |                                     |                                      |                                      |                                      |
|  | 5 Days or<br>1 Week<br>(40 Hours)                    | 10 Days or<br>2 Weeks<br>(80 Hours) | 15 Days or<br>3 Weeks<br>(120 Hours) | 20 Days or<br>4 Weeks<br>(160 Hours) | 25 Days or<br>5 Weeks<br>(200 Hours) |
|  | Number of "Earned" current Year Vacation Hours       |                                     |                                      |                                      |                                      |
| Feb. (2)   | 3.2  | 6.4                                 | 9.6                                  | 12.8                                 | 16.0                                 |
| March (3)  | 6.9  | 13.9                                | 20.8                                 | 27.7                                 | 34.7                                 |
| April (4)  | 10.1   | 20.3                                | 30.4                                 | 40.5                                 | 50.7                                 |
| May (5)  | 13.3   | 26.7                                | 40.0                                 | 53.3                                 | 66.7                                 |
| June (6)   | 16.5   | 33.1                                | 49.6                                 | 66.1                                 | 82.7                                 |
| July (7)   | 20.3   | 40.5                                | 60.8                                 | 81.1                                 | 101.3                                |
| Aug. (8)   | 23.5   | 46.9                                | 70.4                                 | 93.9                                 | 117.3                                |
| Sept. (9)  | 26.7   | 53.3                                | 80.0                                 | 106.7                                | 133.3                                |
| Oct. (10)  | 29.9   | 59.7                                | 89.6                                 | 119.5                                | 149.3                                |
| Nov. (11)  | 33.6   | 67.2                                | 100.8                                | 134.4                                | 168.0                                |
| Dec. (12)  | 36.8   | 73.6                                | 110.4                                | 147.2                                | 184.0                                |
|  | 40.00  | 80.0                                | 120.0                                | 160.0                                | 200.0                                |

- B. Employees who are service pension eligible and retire from the business with a service pension will be paid out their unused vacation as though it was granted based on the number of years of seniority and not based on the accrual of vacation language.
- C. Except as provided in "1" and "2" below, an employee who is granted a leave of absence (other than a sickness leave of absence) before his/her vacation is completed will be paid in lieu of such vacation.
- An employee who is granted a Union leave of absence under 24.02 will be paid in lieu of accrued vacation only for such scheduled vacation which falls within the initial leave period (this does not apply to a period covered by an extension of leave). If such employee does not return to work during the current calendar year, he/she will lose his/her vacation or any remaining vacation and pay, if any, for the year involved.
  - Employees granted an Anticipated Disability Leave (ADL) will be given the option of:
    - (1) Taking unused vacation prior to the effective

date of the ADL.

- (2) Receiving pay in lieu of remaining accrued vacation at the time of the commencement of the ADL.
- (3) Rescheduling unused vacation upon return to work from the ADL, providing the originally scheduled vacation fell within the ADL and the return is within the calendar year in which the vacation was originally scheduled.
- (4) Taking the vacation as originally scheduled upon return to work from the ADL.

D. An employee who leaves the service without completing six months of service, or any employee who is dismissed for misconduct as distinguished from inability or unadaptability to perform properly the duties of the job, is not entitled to any vacation pay.

E. If an employee dies before his/her vacation is completed, payment under "A" above will be made to the deceased employee's spouse/legally recognized partner (LRP), or if there is no spouse/legally recognized partner (LRP), to the employee's estate.

## **5.9 Vacation Treatment for Employees Returning to the Service in a Temporary Assignment.**

Any employee returning to service in a temporary position will be eligible to receive vacation treatment to which entitled after having completed three months in the temporary assignment.

## **5.10 Vacation Treatment for Employees Returning From a Leave of Absence.**

A. Upon return from an approved leave of absence, an employee will be eligible for any vacation for which he/she had been eligible for before the first day of disability or leave of absence. Upon that return, during the calendar year, the employee shall use the remaining vacation by the end of the calendar year and schedule up to one (1) week of vacation prior to April 1 of the following calendar year. The employee will receive payment in lieu of whatever vacation time can not be scheduled during the calendar year and not used prior to April 1 of the following

calendar year. Should the employee return the next calendar year and he/she has one (1) week or more of accrued but unused vacation from the prior calendar year, he/she will be required to use one (1) week of

that vacation prior to April 1 and he/she will receive payment in lieu of vacation for any accrued vacation greater than one (1) week.

**ARTICLE 6**  
**ABSENCES FROM DUTY**

**6.1 Leaves of Absence.**

- A. Leaves of absence without pay will be granted for good cause and for reasonable lengths of time provided needs of the business permit and further provided that there is nothing in the record of the employee requesting the leave which would prevent his/her re-employment.
  - 1. Notwithstanding "A" above, an employee of more than one month of service who is sick and unable to resume work after seven calendar days of such sickness, or after the expiration of sickness benefit payments when such payments are made will be granted a leave of absence for a reasonable length of time unless eligible for coverage under the Long Term Disability Plan.
  - 2. Leaves of absence and reinstatements from anticipated disabilities will be handled in accordance with the Anticipated Disability Leave of Absence Program.
  - 3. Employees granted leaves after sickness benefits have been exhausted will have none of the period of such leaves included in computing their seniority.
  - 4. Where leaves are granted to employees with less than three months seniority, none of the period of leave will be included in computing seniority.
  - 5. Where leaves are granted to employees within twelve months after returning from prior leaves, none of the period of such subsequent leave will be included in computing seniority.
  - 6. In leaves granted under 24.01 and 24.02, subject to the restriction contained therein, and those granted to employees for training in the Armed Forces, the entire period of absence will be included in computing seniority. In all other leaves, except those specified in "3", "4" and "5" above, the first month only will be included in computing seniority.
- 7. Leaves of absence for temporary employees will not be granted or extended beyond the period for which the temporary employee was hired or in the case of employees hired under Article 7, beyond the date of the technological



change.

- B. A complaint that a leave of absence or reinstatement thereafter was not granted in accordance with this section will be subject to the grievance provisions contained in Article 20 but will not be subject to arbitration.
- C. The reinstatement rights of an employee returning at the expiration of an authorized leave are as follows when such employee has experienced no medical impairment and has not been guilty of misconduct during the leave which would have been proper cause for discharge.
  - 1. The employee will be reinstated in the same location on the same or an equal job at which he/she was working prior to the leave if work is available in such location and on such job; or
  - 2. In the event work is not available as described under "1" above, the employee will be offered two options:
    - A. either an extension of their current leave for a period of no more than six months in the hope that work will become available - in the event that at the end of the leave extension work is still not available the employee will be separated and provided severance pay as set forth in Article 8., or
    - B. the employee may elect to be separated and accept severance pay as set forth in Article 8.
- D. The reinstatement rights of an employee who desires to return from a leave before the expiration date of such leave will be as follows: If work is available in the location to which he/she wishes to return on the same, an equal or a lower-rated job and he/she has experienced no impairment which would render him/her unqualified to do the work and he/she has not been guilty of misconduct during the leave which would have been proper cause for discharge, he/she may be reinstated. Consideration will be given to his/her request for such reinstatement before any new employees are hired or temporary employees are reclassified to regular.
- E. Employees re-employed after authorized leaves will exercise their seniority in accordance with Article 12.

**6.2   Sickness Payments Prior to Eligibility under Short Term Disability Plan.**

- A. The following unpaid waiting periods will apply to persons

absent from scheduled work because of being sick prior to eligibility for payments under the Short Term Disability Plan:

| <b>Completed Seniority</b>    | <b>Unpaid Waiting Period</b> |
|-------------------------------|------------------------------|
| Prior to 2 years              | All                          |
| 2 years but less than 5 years | 2 Days                       |
| 5 years but less than 8 years | 1 Day                        |
| 8 years & over                | None                         |

- A. Employees will receive pay at the regular rate for scheduled time not worked on the day they become sick or return to work, except that employees with less than eight years of seniority will receive pay at the regular rate only for scheduled time not worked during the session they become sick or return to work.
- B. Only one waiting period, as specified in "A" above will apply to absences on account of the same case of sickness which begin in any fourteen-day period. Each such period will consist of fourteen consecutive full calendar days and will begin with the day having the first unpaid session.
- B. Employees exempt from the Wage and Hour Sections of the Fair Labor Standards Act, as amended, will suffer no loss of regular pay for absence on account of sickness from scheduled work prior to or during the first seven consecutive calendar days of such absence.
- C. A part-time employee will not be paid for absence due to sickness not under the Short Term Disability Plan unless such absence due to sickness occurs on a day of the week on which the employee is normally scheduled to work. Regular employees who are on the active payroll of the Company as of December 31, 1980, and who work part-time on or after January 1, 1981 will thereafter continue, during the current term of employment, to receive payments for the benefits and other items listed above on the same basis as was applicable to a part-time employee on December 31, 1980.

D. Employee shall receive a maximum of ten (10) Illness Paid Days per calendar year.

**6.3 Extended Absence Due to Illness.**

Payments for absence due to illness beyond the first seven consecutive days are made in accordance with the Short Term Disability Plan or the Long Term Disability Plan, whichever is appropriate.

**6.4 Absences Excused with Pay.**

- A. In addition to other provisions of this Agreement calling for absences with pay, employees will be excused without loss of regular pay for absences due to, and in conformity with, any of the following:
1. Jury or witness duty. If reasonable notice is given to his/her supervisor, an employee will suffer no loss of regular pay for the time necessarily consumed in the performance of jury or witness duty. No deduction will be made for any amount of monies received from civil authorities.
  2. Quarantine. Absence due to unavoidable quarantine by the health authorities or a physician designated by the Company will be subject to the same treatment as absence due to personal illness provided under 6.02.
  3. Deaths. If reasonable notice is given to his/her supervisor, an employee will suffer no loss of regular pay for a reasonable amount of scheduled time lost on account of death in the immediate family or household of such employee.
  4. Elections. If reasonable notice is given to his/her supervisor, an employee will suffer no loss of regular pay for a reasonable amount of scheduled time lost on account of service at the polls in connection with Federal, State, Municipal, County or Parish elections.
  5. Voting. Voting employees who are scheduled to work and cannot reach the polls to vote due to their work schedule during the time the polls are open will be allowed reasonable time off to vote with no loss of pay.
- B. Immediate family within the meaning of 6.04 will be defined as

consisting of wife, legally recognized partner (LRP), husband, daughter, son, mother, father, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, grandchildren, step-parents, step-children, step-brother, step-sister, sister-in-law, daughter-in-law, brother-in-law, and son-in-law.

- C. Household of employee means persons who regularly make their home with the employee as a part of the family.
- D. Absences excused with pay, other than those provided for in 6.04A, will be allowed by the granting of 37.5 hours of Personal Paid Time per year. Personal Paid Time per year will increase to 40 hours as of 9/4/16.
  - 1. Personal Paid Time (PPT) may be taken in increments of fifteen (15) minutes or more.
    - a. With proper notification to and approval by the employee's immediate supervisor Personal Paid Time may be taken for the following: medical and/or doctor's visits for self and family members, home conditions, personal meetings of a legal, financial or educational nature that cannot be scheduled outside of work hours, emergencies, or other personal needs.
    - b. Personal Paid Time will be taken for such absences, except as provided in 6.04A, until all Personal Paid Time is exhausted, after which such absences will be coded the appropriate non-pay code, unless such absences are of an impelling nature in which case they may be paid with supervisor's discretion.
  - 2. The Company will strive to honor all requests for Personal Paid Time within the limits of the needs of the business.
    - a. In the event a request for PPT is denied due to the needs of the business, the Company will communicate the needs of the business in a timely manner.
  - 3. The Company reserves the right to verify the validity of emergency conditions.
  - 4. Eligibility. Each Temporary or Regular employee who has at least six (6) months of seniority on January 1 of any given year will be eligible for the equivalent of five PPT days during such year. Employees who do not have at least six (6) months of seniority on January 1 will receive PPT upon the completion of six (6) months service according to the scale in 6.04D4c.

- a. Full-time employees will be entitled to PPT hours based on the number of hours in their normal work week as of January 1 of the calendar year, regardless of changes in their normal work week which occur during that year.
- b. Part-time employees will be eligible for PPT hours on a pro rata basis, based upon the ratio of such part-time employee's equivalent work week to the normal work week of a comparable full-time employee.
  - (1) Employees going from part-time to full-time status prior to July 1 of the calendar year will be allowed the additional hours necessary to bring them to the full entitlement, based on the number of hours in their new normal work week.
- c. Employees returning from a leave of absence or layoff who have not previously worked in the calendar year will be entitled to PPT in accordance with the following schedule:

| <u>Return (or completion)</u> |      | <u>PPT Equivalent</u> |        |
|-------------------------------|------|-----------------------|--------|
| <u>Date</u>                   |      |                       |        |
| January                       | thru | February              | 5 days |
| March                         | thru | April                 | 4 days |
| May                           | thru | June                  | 3 days |
| July                          | thru | August                | 2 days |
| September                     | thru | October               | 1 day  |
| November                      | thru | December              | 0      |

5. Employees have an option to either carry forward unused PPT, up to 37-1/2 hours (as of 9/4/16 PPT hours increase to 40 hours per year), from one calendar year to the next, or to be granted pay for unused PPT based on the employee's rate of pay as of 12-31 of the calendar year.

- a. Employees must choose such option by December 1st of the current year.
- b. Employees will receive pay, in lieu of carryover, for unused PPT in January of the succeeding year.
- c. Employees who leave the service of the Company prior to 12-31 of the calendar year, for reasons other than misconduct, with unused PPT will be paid for all unused carry forward PPT and current calendar year unused PPT on a pro rata basis as shown below.

| <u>Leaving Service Date</u> |      | <u>PPT Equivalent</u> |        |
|-----------------------------|------|-----------------------|--------|
| November                    | thru | December              | 5 days |
| September                   | thru | October               | 4 days |
| July                        | thru | August                | 3 days |
| May                         | thru | June                  | 2 days |
| March                       | thru | April                 | 1 day  |
| January                     | thru | February              | 0      |

## **6.5 Absence Payment Limitation.**

No payment beyond five (5) full days regular pay will be made during any calendar week because of absences from duty.

## **6.6 Military Service.**

- A. The provisions of the Uniformed Services Employment and Re-employment Rights Act of 1994 will govern the obligations of the Company to grant employees leaves of absence for military service.

Employees ordered as members of a Component or Unit to attend a training period, normally not to exceed two weeks, or to active emergency service for a period not to exceed thirty (30) days, will be paid the amount, if any, by which their regular Company pay exceeds Government pay. It is not the intent to provide such payments for more than ten (10) work days in any one twelve (12) month period unless approved by the Executive Director – Human Resources. Employees who enlist for the minimum period of the Armed Forces, or are members of a Component and are involuntarily ordered into active duty will be paid in accordance with the policy established by the Company at this time.

## ARTICLE 7

### FORCE ADJUSTMENTS

#### 7.1 Reduction in Force.

- A. The Company will endeavor to operate the business in a manner which will continue to provide employment security for all regular, full-time employees consistent with the needs of the business.
1. When, as a result of a technological change or economic reason, a force surplus exists, which may result in the displacement of regular, full-time employees, the Company will adhere to the following procedures to reduce or eliminate the detrimental impact of such displacement. In such event, the Company will notify the Union, in writing, at least **two (2)** months prior to the effective release date.
  2. Following such notification provided in 7.01A1, the Company will meet with the Union at the Executive Level. The Union will be given the opportunity to make recommendations to decrease the detrimental effect of the technological or economic change on employees. The Company may consider the appropriateness of the following:
    - x the Union's recommendations;
    - x engaging temporary employees in jobs that will become surplus;
    - x engaging temporary employees in jobs in the same job title and/or work location who later could be terminated to make positions available for regular employees whose jobs have become surplus;
    - x offering time off without pay and enhanced personal leaves of absences;
    - x terminating temporary employees in non-effected areas; a
    - x hiring freeze;
    - job sharing;
- B. Following the above, the Company will determine the  
o job title(s), work group(s) and department(s) in which

a considered to be surplus. Thereafter, the Company  
will notify the Union of such determination.

§. The force reduction will be implemented as follows:

u 1. The affected employees will be grouped with the  
r following employees for the purposes of  
p reclassifying such employees to vacancies for  
l which they qualify.

u x Employees on technological leave of absence  
s in the location.

e x Employees who have return rights to the title  
pursuant to 7.01E.

x x Surplus/bumped employees in the process of  
i being displaced.

s These employees (regardless of their present  
t department) will be considered, in seniority order,  
s in filling vacancies (regardless of department in  
which the vacancies exist). A vacancy will not be  
a considered to exist when an employee desires to  
n follow his/her work to another location due to  
d reorganization or centralization. Surplus  
employees may elect to follow their work across  
t state lines, when no equal level vacancy exists  
h for which they can qualify in the surplus  
e employee's location.

n The normal sequence for handling this procedure  
u will be in accordance with the following steps and  
will apply to both technological and economic  
surplus unless excluded in the step:

m a. Fill available vacancies (same or lower level  
b jobs regardless of department) in the work  
e location in order of seniority. Employees may  
r reject lower level job offers and continue to be  
processed. Employees refusing equal level  
o vacancies in their location will not be  
f processed for other equal or lower level  
vacancies.

j b. Fill remaining available equal level vacancies  
o in the work location by reclassifying surplus  
b employees in inverse order of seniority.

s 2. If further Force Adjustments are deemed necessary



b with less than 5 years seniority in the affected title,  
y in any department holding the affected title, in all  
t locations within 40 miles of the surplus location,  
h who perform the same type work, to the extent  
necessary to eliminate the surplus as follows:

e a. Prepare a combined seniority list of the less than 5  
C year employees holding the surplus title, in any  
o department in the surplus location and in those  
m locations within 40 miles of the surplus location.

p b. Layoff in inverse order of seniority from the  
a combined list of employees with less than 5 years  
n seniority to the extent necessary to relieve the  
y surplus and reassign or transfer surplus  
, employees to the created vacancies.

l 3. If any surplus employee cannot be placed after the  
a above steps have been implemented, the employee  
y will be considered for vacancies for which they are  
o qualified, throughout the Company. The Company  
f and the Union both recognize that relocation is not  
f favored by the employees, the Union, or the  
e Company. Available positions will be offered by  
m seniority, with consideration to avoiding the  
p relocation of employees, in the following order:

l x same job title, same location or another location  
o within 40 miles

y x same wage scale, same location or another  
e location within 40 miles

e x same job title, different location, more than 40

s x same wage scale, different location, more than  
x 40 miles

x demotion, same location or another location within 40  
miles

x demotion, different location, more than 40 miles

4. If further adjustments are deemed necessary by the Company, the affected employees in seniority order will be offered:
  - a. The opportunity to bump junior employees in the same location, or any location within 60 miles provided he/she is in the same level job. Refusal of an offer to bump qualifies the employee for termination allowance under 8.03B.
  - b. In the event an entire work location is closed and no other work location exists within 60 miles, the affected employees may bump junior employees within the same state in the same level job. Relocation expenses will not be applicable to the affected employees if they bump to a position under this provision.
  - c. Reassignment to vacancies in other entities as follows:
    - (1) Reassignment to equal or lower level vacancies in the same location.
    - (2) Reassignment to same level job vacancy in another location pursuant to the applicable provisions of the receiving entity's collective bargaining agreement.

The reassignments in "c" will only be done when there are no employees in the following categories who may claim the vacancy:

      - x surplus in the entity where the vacancy exists.
      - x employees in the entity where the vacancy exists who have return rights to the vacancy.
      - x employees in the entity where the vacancy exists who have mandatory rights of return from a leave of absence.

If the employee chooses "a" above the bumping provisions will be implemented as follows:
  - d. The remaining surplus employees will constitute the Potential Layoff List (PLL).
  - e. A Layoff List (LL), equal to the number of employees on the PLL, will be developed as follows:
    - (1) A list of employees, in inverse order of seniority, in the same title, in any department, in the same location, or

any location within 60 miles (specifying the place of reporting if more than one exists in those locations);

- (2) Then: a list of employees, in inverse order of seniority, in same wage scale in any department, in the location, or any location within 60 miles (specifying the place of reporting if more than one exists in those locations), will be added;

- f. In the event an entire work location is closed and no other work location exists within 60 miles, a Layoff List (LL), equal to the number of employees on the PLL, will be developed as follows:

- (1) A list of employees, in inverse order of seniority, in the same title, in any department, in the same state (specifying the place of reporting if more than one exists in that state);

- (2) Then: a list of employees, in inverse order of seniority, in the same wage scale, in any department, in the same state (specifying the place of reporting if more than one exists in that state);

5. Each PLL employee will be given a copy of the PLL and the LL and will have five calendar days to give the Company his/her choice(s) in rank order for the LL or termination allowance. Employees' choices are limited to the same rated titles that are available on the LL, in which there are employees junior in seniority to them.

Employees listed on the LL will be given a copy of the PLL and LL and advised that their job is in jeopardy.

Employees listed on the LL who are bumped and are more senior than a remaining PLL or LL employee may bump a more junior employee holding an equal level job on the LL.

6. If further Force Adjustments are deemed necessary by the Company, the remaining surplus/bumped employees may elect to:

- a. be laid off and paid termination pay under 8.03B

- D. An employee one step out of the bargaining unit, with five or more years of seniority, who is notified by the Company that his/her job is declared surplus locally may be reassigned to a job within the same department in a title which he/she formerly held including "acting" titles, or a job which he/she can satisfactorily perform.

1. If the above reclassification of employees results in a surplus in the location in another title or titles, the provisions of Article 7 may be concurrently applied to such force surplus.

- E. Employees transferred and/or demoted under 7.01C, moved under 7.01C, or 11.04 will have the right, in order of their seniority, to return within 5 years to any location within 60 miles of the location from which they were displaced,

as jobs become available in the job title they now hold or which they were holding at the time of transfer provided the employee has a valid request on file under 11.01B. The employee may only have one 7.01E request on file. The rejection by the employee of an offer of a job pursuant to the above will discharge the Company of any further obligation hereunder.

Employees demoted within the location under 7.01C above will have the right, in order of their seniority, to be reinstated in a vacancy within 5 years, to any location within 60 miles of the location where they were demoted, in the job he/she held at the time of his/her demotion, provided he/she has a valid request on file to be reinstated in such job. The rejection of an offer of a job, in the location, or a location within 60 miles, in the title held at the time of the demotion will discharge the Company of any further obligation hereunder. Vacancies that are filled under the provisions of 7.01E by such reinstatements will not be subject to the provisions of Article 11.

- F. Any regular employee whose job is affected by the force surplus due to technological change or economic reason as described in 7.01 and is not eligible for a service pension may elect not to accept a reassignment involving a lower rate of pay or to a location more than 40 miles away and will be paid a termination allowance. 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 will not be paid a termination allowance.
- G. A job will be considered commutable, and therefore not requiring a change in residence, if the job is within a location less than 40 miles away from the employee's current location. Any employee who accepts a position under 7.01C, which is at a location more than 40 miles from their current location and relocates their residence to make the job commutable will be reimbursed for moving expenses under 9.01B, except as follows:
  - 1. In the event an employee bumps to another position in any location, the employee will not qualify for reimbursement of moving expenses, regardless of whether or not the position requires a change of residence.
- H. Although the filling of vacancies across entity lines under this Article is not subject to the grievance and arbitration procedures, the Company recognizes its obligation to make a good faith effort to consider employees who have been identified as surplus in other entities and to place such employees in vacancies.

## **7.2 Recalled After Layoff.**

- A. Laid off employees will have the right to be recalled as follows:

1. When a vacancy exists for a regular employee in a work location and there are no employees who are to be placed in the vacancy under the procedures described in 7.01H, 11.02D2, 11.04, 23.05D or employees who have mandatory return rights, any employee(s) who is on layoff from a.) the location in which that vacancy exists, or, b.) any location within 60 miles of the location in which that vacancy exists, who has requested such job will be offered the equal or lower level vacancy in order of seniority, from the list of laid off employees, provided they are qualified to perform the duties of the vacant job.
  - a. Vacancies that are filled by the recalling of such laid off employees will not be considered as vacancies to be filled by the transfer and upgrade provisions of the working agreement.
2. Laid off employees may submit up to six requests for equal or lower rated titles, within the location, or any location within 60 miles from which they were laid off. Such requests will remain active for a period of four years from the date of layoff.
3. Any refusal of an offer of a requested equal or lower level job will discharge the Company of all obligations hereunder.
4. Notification under 7.02A1 will be sent by certified mail to such employee's last known address. The employee is responsible for keeping the Company advised of any change in address.
5. A former employee who wishes to accept such offer of re-employment will notify the Company of such intention within nine work days and will normally return to the employment of the Company within fourteen days from the date of such notification, which is conclusively to be presumed to have been given as of the date of the mailing of such notification.
  - a. Where the time periods specified in 7.02A6 above will work an undue hardship on an employee, they may be extended.
6. No impairment which existed at termination of last preceding period of Company service will be considered as just cause for a denial of re-employment.
7. Any employee recalled under the provisions of this section within four years from the date of his/her layoff will have the continuity of his/her service protected, including seniority, and if his/her layoff was not for more than six months duration, he/she will be allowed service and seniority credit for such layoff unless it began within twelve months of a previous layoff.
8. Laid off employees selected for a lower rated job than the one from which they were laid off will not be eligible for the Reassignment Pay Protection Plan

(RPPP), as outlined in 8.01B. Laid off employees selected for jobs under 7.02A, in other work locations or who are selected for lower level jobs will have return rights as described under 7.01E.

9. Laid off employees will be recalled based upon their seniority date on the date of layoff.
10. Decisions regarding the recall and filling of vacancies of employees under the provisions of 7.02 may be discussed between the appropriate CWA & Company representative. Such decisions, however, are not subject to the grievance & arbitration procedures.

### **7.3 Temporary Hiring of Laid Off Employees.**

As a general practice the Company will endeavor to offer laid off employees any temporary vacancies for which they are qualified. Acceptance of such temporary vacancies will not affect their status as a laid off employee.

**ARTICLE 8**  
**EMPLOYMENT SECURITY**

**8.1 Transfers to Lower-Rated Wage Scales (Including Reassignment Pay Protection Plan).**

- A. When an employee is involved in an interdepartmental transfer, or reassigned within his/her department, to a lower-rated job as a result of asserting his/her seniority rights under 7.01D, a transfer under Article 11, or a demotion for misconduct, gross negligence, lack of effort or other such extraordinary circumstances, his/her rate of pay will be reduced to that applicable to his/her wage length of service on the lower wage scale and he/she will thereafter progress on such scale.
- B. RPPP (Reassignment Pay Protection Plan). When an employee is reassigned to a lower rated job under 7.01C, or as a result of a medical impairment (see 8.04) the employee's rate of pay will be reduced over a period of time based on the employee's length of seniority.
1. The reductions in pay will be effective at designated periods following reassignment as shown below and each reduction is based on the difference in the appropriate rates for the old and new jobs:

| WEEKS                                     | Reduction In Difference<br>In Old & New Rate |
|---|--|
| Employees with 0-10 Years of Seniority    |  |
| 1 thru 4 .....                            | No Reduction                                 |
| 5 thru 8 .....                            | 1/3 Reduction                                |
| 9 thru 12 .....                           | 2/3 Reduction                                |
| 13 & thereafter .....                     | Full Reduction                               |
| Employees with 10 - 15 Years of Seniority |  |
| 1 thru 30 .....                           | No Reduction                                 |
| 31 thru 34 .....                          | 1/3 Reduction                                |
| 35 thru 38 .....                          | 2/3 Reduction                                |
| 39 & thereafter .....                     | Full Reduction                               |

Employees with 15 or More Years of  
Seniority (Exception see 8.01B2 below)

|                       |                        |
|-----------------------|------------------------|
| 1 thru 56 .....       | No<br>Reduction<br>1/3 |
| 57 thru 60 .....      | Reduction<br>2/3       |
| 61 thru 64 .....      | Reduction<br>Full      |
| 65 & thereafter ..... | Reduction              |

2. An employee with 15 years or more of seniority who, due to technological changes, or as a result of a medical impairment (see 8.04), is assigned to a vacancy with a lower rate of pay than the then current rate of the employee's regular job will continue to be paid in the lower level job, an amount equivalent to the rate of pay of the higher paid job in effect at the time of the downgrade. Such wage treatment will continue for 36 months following the effective date of the downgrade. Any employee involved in such downgrades will receive any increases in pay in amounts which are applicable for a comparable employee in the lower-rated job to which downgraded. At the end of the 36-month period following the date of the downgrade, the employee's wages will be reduced on the following scale:

|                          |                |
|--------------------------|----------------|
| Weeks 1 through 4 -----  | No Reduction   |
| Weeks 5 through 8 -----  | 1/3 Reduction  |
| Weeks 9 through 12 ----- | 2/3 Reduction  |
| Weeks 13 & thereafter -- | Full Reduction |

- C. An employee who has been reclassified to a lower-rated job and who is subsequently promoted to a higher-rated job will be treated in accordance with Article 2.06.
- D. In all other instances in which an employee is involved in an interdepartmental transfer, or reassigned within his/her department, to a lower-rated job, his/her rate of pay will be computed as follows:
  1. His rate of pay will not be reduced if it is not above the maximum rate for the new job and he/she will continue at such rate until his/her wage experience credit entitles him/her to an increase on the scale for his/her new job. He/she will receive initial credit for wage length of service on the new job in an amount equal to the wage length of service credited to him/her in his/her old job, except that if he/she had formerly held a lower rated job to which



he/she is being reassigned, his/her wage experience credit will be established as the wage experience credit formerly attained in the lower rated job plus the time spent on the higher job or jobs, subject to any adjustments as provided in 2.02, when applicable.

2. If his/her rate of pay is above the maximum for his/her new job, his/her rate of pay will be reduced to that maximum.

E. Employees involuntarily transferred under the provisions of 11.04 will have the right to claim the job from which they were moved if the job should become available within five years after such move as described in 7.01E.

## **8.2 Extended Medical Coverage.**

### **A. Extended Medical Coverage.**

1. Employees (1) whose employment is terminated as a result of layoff or application of the force adjustment procedures; or employees with medical impairments who are released pursuant to 8.04 who elect, pursuant to the technological displacement provisions in the Agreement, to accept a termination allowance and leave the service of the Company in lieu of reassignment to a different job title involving a reduction in pay or to locations requiring a change in residence, will continue to remain eligible for coverage for up to 12 months under the Company's Medical Assistance Plan or its successor plan, as follows:
  - a. An employee whose seniority is 5 years or more will be eligible for coverage at Company expense for a period of 6 months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional 6 months at the employee's expense by paying the monthly premium amount.
  - b. An employee whose seniority is at least one year but less than 5 years will be eligible for coverage at Company expense for a period of 3 months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional 9 months at the employee's expense by paying the monthly premium amount.
  - c. An employee with less than one year of seniority who is eligible for coverage at the time of termination of employment may elect to continue such coverage at the

employee's expense for a period of 12 months following the month in which employment is terminated by paying the monthly premium amount.

- d. When permitted by applicable federal law, employees may elect to continue such coverage at their own expense for longer periods than those indicated above.

2. The extended medical coverage will be on the same basis and in the same amount to which the employee was entitled immediately prior to leaving the service of the Company. If during the period of any extended medical coverage, as set forth above, the medical expense coverage is changed for employees who remain on the payroll, the same changes will be applied to persons participating in this extended medical coverage program.

### **8.3 Employment Termination Allowance.**

- A. Basis of Payment. A termination allowance will be paid to a regular or temporary employee whose service is terminated under any of the conditions outlined below; moreover, service pension eligibility will not be a factor in determining whether an employee is eligible for a termination allowance.

1. Laid off in conformity with 7.01 or terminated under 11.02D2.
2. As an inducement proposed, or agreed to, by the Company to an employee to resign because of inability or unadaptability to perform properly the duties of the job as distinguished from misconduct.
3. Dismissed except for misconduct as distinguished from inability or unadaptability to perform properly the duties of the job.
4. Upon exhaustion of the leave limits under 6.01C for a leave of absence (other than leaves that have a guaranteed return right) granted to an employee of 8 years or more seniority when the employee is not offered work in the same, an equal or lower-rated job in the location from which the leave

was granted.

a. Such employee must have indicated, at the time the leave was granted, a reasonable expectancy to return

to work.

b. Such employee will have experienced no impairment during the time of such leave of absence which would

render him/her unqualified to do the work.

b. Such employee will not have been guilty of misconduct during the leave of absence which would be proper cause for discharge.

B. ***For employees hired before August 5, 2012,*** termination allowances due under 8.03A1 will be at the basic pay rate of the employee at the time of the service termination and will be in accordance with the following:

| Completed<br>Net Credited<br>Service | Number<br>Week's Pay | Completed<br>Net<br>Credited<br>Service | Number<br>Weeks'<br>Pay |
|--------------------------------------|----------------------|---|-------------------------|
| 6 mos.                               | 1                    | 15 yrs                                  | 33                      |
| 1 Yr.                                | 2                    | 16 "                                    | 36                      |
| 2 "                                  | 3                    | 17 "                                    | 39                      |
| 3 "                                  | 3-1/2                | 18 "                                    | 42                      |
| 4 "                                  | 4                    | 19 "                                    | 46                      |
| 5 "                                  | 6                    | 20 "                                    | 50                      |
| 6 "                                  | 8                    | 21 "                                    | 54                      |
| 7 "                                  | 10                   | 22 "                                    | 58                      |
| 8 "                                  | 12                   | 23 "                                    | 62                      |
| 9 "                                  | 15                   | 24 "                                    | 66                      |
| 10 "                                 | 18                   | 25 "                                    | 70                      |
| 11 "                                 | 21                   | 26 "                                    | 74                      |
| 12 "                                 | 24                   | 27 "                                    | 78                      |
| 13 "                                 | 27                   | 28 "                                    | 82                      |
| 14 "                                 | 30                   | 29 "                                    | 86                      |
|                                      |                      | 30 or more                              | 90                      |



- C. ***For employees hired before August 5, 2012,*** termination allowances due under 8.03A2, 8.03A3 and 8.03A4 will be at the basic pay rate of the employee at the time of the service termination and will be in accordance with the following:

| <b>Completed<br/>Net Credited<br/>Service</b> | <b>Number<br/>Week's Pay</b> | <b>Completed<br/>Net<br/>Credited<br/>Service</b> | <b>Number<br/>Weeks'<br/>Pay</b> |
|---|------------------------------|---|----------------------------------|
| 6 mos.  | 0                            | 15 yrs  | 22                               |
| 1 Yr.   | 1                            | 16 "  | 25                               |
| 2 "   | 2                            | 17 "  | 28                               |
| 3 "   | 3                            | 18 "  | 31                               |
| 4 "   | 4                            | 19 "  | 35                               |
| 5 "   | 5                            | 20 "  | 39                               |
| 6 "   | 6                            | 21 "  | 43                               |
| 7 "   | 7                            | 22 "  | 47                               |
| 8 "   | 8                            | 23 "  | 51                               |
| 9 "   | 9                            | 24 "  | 55                               |
| 10 "  | 11                           | 25 "  | 59                               |
| 11 "  | 13                           | 26 "  | 63                               |
| 12 "  | 15                           | 27 "  | 67                               |
| 13 "  | 17                           | 28 "  | 71                               |
| 14 "  | 19                           | 29 "  | 75                               |
|   |                              | 30 or more  | 79                               |

D. **For employees hired on or after August 5, 2012**, termination allowances will be at the basic pay rate of the employee at the time of the service termination and will be in accordance with the following:

| Completed<br>Net Credited<br>Service | Number<br>Week's Pay | Completed<br>Net<br>Credited<br>Service | Number<br>Weeks'<br>Pay |
|--------------------------------------|----------------------|---|-------------------------|
| 6 mos.                               | 0                    | 15 yrs                                  | 19                      |
| 1 Yr.                                | 1                    | 16 "                                    | 21                      |
| 2 "                                  | 2                    | 17 "                                    | 23                      |
| 3 "                                  | 2                    | 18 "                                    | 24                      |
| 4 "                                  | 2                    | 19 "                                    | 27                      |
| 5 "                                  | 3                    | 20 "                                    | 29                      |
| 6 "                                  | 5                    | 21 "                                    | 31                      |
| 7 "                                  | 6                    | 22 "                                    | 34                      |
| 8 "                                  | 7                    | 23 "                                    | 36                      |
| 9 "                                  | 9                    | 24 "                                    | 38                      |
| 10 "                                 | 12                   | 25 "                                    | 40                      |
| 11 "                                 | 12                   | 26 "                                    | 43                      |
| 12 "                                 | 14                   | 27 "                                    | 45                      |
| 13 "                                 | 16                   | 28 "                                    | 47                      |
| 14 "                                 | 17                   | 29 "                                    | 50                      |
|                                      |                      | 30 or more                              | 52                      |

E. Termination allowances paid are subject to the following conditions:

1. An employee who has his/her service terminated in accordance with 8.03A and 7.01 after having been re-engaged from a previous service termination under the conditions outlined in 8.03A and 7.01 will be paid the difference between the amount computed as his/her termination allowance and any previous termination payments he/she may have received on account of previous service terminations.
2. If an employee has received a termination allowance under 8.03B, 8.03C, **or 8.03D** returns to the employ of the Company

as a regular employee in a lesser number of weeks than he/she was paid for in his/her termination allowance, he/she will repay the Company the difference between the net amount of the termination allowance paid to him/her and the amount of his/her basic wage rate for the period off the payroll. In lieu of cash payments such repayment may be made through payroll deductions in an amount not less than 5% nor more than 10% of the basic wage per week or per month.

#### **8.4 Employees with Medical Impairments.**

- A. An employee who is, due to physical or mental impairments, no longer able to perform the essential functions of his/her job, with or without reasonable accommodation, is entitled to the rights of the Collective Bargaining Agreement and such employee will be eligible for treatment under the provisions of 8.01 and 8.02 of this Agreement.

**ARTICLE 9**  
**TRANSFER AND TRAVEL EXPENSE**

**9.1 Expense in Connection with Transfers.**

- A. Employee Initiated: The Company will not pay transfer or moving expenses when the transfer is employee initiated.
  - 1. The employee will suffer no loss of regular pay for reasonable time off to arrange for the moving of household furnishings and to make the trip to the new location.
- B. Company Initiated: When an employee is transferred from one permanent reporting location to another in accordance with 7.01C, and 11.04, except as limited by 7.01G, he/she will be given reasonable notice prior to the transfer (See 9.01C). Reasonable expenses incurred by the employee in connection with the transfer will be borne by the Company as follows:
  - 1. The transferred employee may be allowed one (1) exploratory trip for self and spouse/legally recognized partner (LRP) from the old location to the new location at Company expense to find a new residence and the following expenses will be paid by the Company:
    - a. Actual transportation costs of Company designated public transportation between cities, (unless Company transportation is provided) or the equivalent if the employee uses privately arranged transportation. Local transportation at the new location may be provided by the Company. If the Company does not provide such transportation, an allowance of \$10.00 will be paid the employee in lieu of local transportation costs during the exploratory trip.
    - b. Receipted lodging for employee and spouse/legally recognized partner (LRP) not to exceed two (2) nights.
    - c. Receipted meal expense for the employee and spouse/legally recognized partner (LRP) not to exceed three (3) days.
    - d. The employee will suffer no loss of regular pay for up to three (3) days.



- e. Receipted reasonable babysitting charges for child care if required, not to exceed two (2) nights and three (3) days.
- 2. The employee will suffer no loss of regular pay for reasonable time off to arrange for the moving of household furnishings and to make the trip to the new location.
  - a. The employee will be reimbursed, upon presentation of receipted bills or other evidence of payment, for actual costs of transportation, meals, lodging and other incidental expenses of himself, and the members of his/her immediate family residing with him/her, including drayage costs (includes movement of mobile homes) and the other incidental expenses of moving household furnishings. All expenses to be reimbursed under this Article must be submitted for reimbursement within six (6) months of the effective date of the transfer, unless the exception is agreed to by the Company.
- 3. The following options are provided with respect to a relocated employee's disposal of his/her principal residence, which is limited to one- or two-family houses, condominiums, and townhouses. Mobile homes, house boats, lake houses, farms or other land in excess of five (5) acres on which the employee lives will not be eligible under this plan.
  - a. The employee may elect to sell his/her own residence in which case the following actual out-of-pocket expenses connected with the sale will be paid by the Company:
    - (1) Realtor's commission for selling the property. This commission is not to exceed the rate generally in effect in the community.
    - (2) Any penalty payment that the employee must pay because of pre-payment or early payment of the mortgage loan on his/her residence, not to exceed \$200.00.
    - (3) Appraisal fee or expense if paid by the seller.
    - (4) Cost of preparation of abstract or cost of title insurance or title search in those localities in which there is a well-established practice of the seller furnishing proof

of title (by abstract, title insurance or other title search). Such expenses are not reimbursable where the seller varies from the established local practice of the purchaser paying for his/her own title insurance, abstract or title search.

- (5) The cost of any federal revenue or documentary stamps that the seller has to purchase in connection with the transfer or sale of his/her residence.
  - b. Employees who have been unable to sell their home within nine (9) months from the date of transfer will be paid a lump sum payment of 7 1/2% of the appraised value of the employee's property. The appraised value will be based on the average of two independent appraisals. Both appraisals will be made by appraisers selected by the Company and should be completed by the end of the 9th month following the date of the transfer. The employee may suggest an appraiser who is on the Company's list of approved appraisers. Consideration will be given to using that appraiser for one of the two appraisals. The average of these two appraisals will normally be the established value of the employee's property. However, if the lower appraisal varies from the higher by more than 5%, a third appraisal will be ordered and the average of the three appraisals will become the appraised value.
    - (1) The payment of the lump sum described in "b" above relieves the Company of any further obligations under 9.01B3.
    - (2) Disputes that may arise under 9.01B3b are not subject to the grievance procedure nor arbitration.
4. The Company will also reimburse the employee for the following expenses:
- a. Expenses incurred for disconnecting normal household appliances at the old residence and reconnecting said appliances at his/her new residence. This item includes the expense of providing interior wiring (including 220 volt wiring) and interior pipe and tubing extensions which are necessary in order to use the electric or gas appliances

which are being moved from the residence at the old location. The expenses of new or rearranged entrance facilities for either gas or electricity are not to be included. It is also understood that appliances as used in this paragraph do not apply to television antenna installations at either the old or the new residence.

- b. Connection charges for utility service. This item includes only charges which are paid to the utility as a connection charge and does not include advance deposits required by the utility as insurance for the payment of future utility bills.
  - c. Expenses incurred for refitting, installation of drapes, curtains, rugs or carpets. This item is limited only to the cost of installation and refitting of drapes and curtains, and the refitting and laying of rugs or carpets and does not include any replacement cost or the cost of any additional or new material.
  - d. Loss of unexpired rent for a period not to exceed one month, except that in case of undue hardship, consideration will be given to reimbursing the employee for unexpired rent beyond one month.
- C. Any change in the designation of an employee's permanent reporting location that is more than 40 miles will be considered and treated as a transfer for the purposes of this Section.

## **9.2 Change in Place of Reporting Allowance.**

(Note: This provision does not apply to employees whose work assignments require them regularly to work away from their permanent reporting location.)

- A. When an employee's place of reporting is temporarily changed within his/her permanent reporting location, he/she will be paid a daily allowance of \$9.00 provided that the temporary place of reporting lies beyond a radius of one mile from the regular place of reporting. (See also Appendix C.)
  - 1. A temporary transfer to a single new place of reporting that will extend beyond four weeks will be handled as a 11.07A move without differential payment.

### **9.3 Travel During the Tour.**

(Note: This provision does not apply to employees who are on an automobile allowance.)

- A. Time spent in traveling at the direction of the Company during the work day after reporting for duty, and before release from duty, will be treated as work time.
- B. If an employee receives permission to use his/her personal car the Company will reimburse the employee at the IRS standards based on distance calculations between locations (see 9.04A1 and 9.04A1a below). The IRS standards will be adjusted annually as necessary.

### **9.04 Travel Expense.**

(Note: The provisions in Article 9.04 apply to all employees. Employees may receive, in lieu of a reimbursement, an advance consistent with the provisions below, or may have travel arrangements made by the Company.)

- A. An employee who is on temporary transfer, or employees whose work assignments require them regularly to work away from their permanent reporting location, will be reimbursed in accordance with the following:
  - 1. Distance calculations under this Article will be determined by using a web based system designated by the Company.
    - a. Distance calculations are figured from one location to the other, or from the employee's regular established residence, whichever is nearer.
  - 2. When an employee is assigned to report to an office at a location or place of reporting within 40 miles (see 9.04A1 and 9.04A1a above) of his/her permanent reporting location, the employee will travel on his/her own time and will only be entitled to a commuting allowance of \$33.00 per day.
  - 3. When an employee is assigned to work at a location or place of reporting more than 40 miles (see 9.04A1 and 9.04A1a above) of his/her permanent reporting location, the employee will be reimbursed as follows:

An employee may elect "a" or "b" below:

- a. To make his/her own living arrangements and receive a per diem allowance of:

|            |         |
|------------|---------|
| Zone A     | \$68.00 |
| Zone B & C | \$57.00 |

- b. To stay at a hotel/motel, or other lodging arrangements:

- (1) of his/her choice within the location or;  
(2) authorized by the Company;

If the employee elects "b" above, upon presentation of a properly receipted bill or other evidence of payment, he/she will be reimbursed for the rate of the authorized hotel/motel, or the actual rate of the selected hotel/motel, not to exceed the rate of the authorized hotel/motel. If an employee makes other lodging arrangements, documentation must be provided that meets the Company's reimbursement requirements (e.g., rental agreement, invoice, vendor tax documentation, etc.).

If the employee elects "b" above the employee will also be paid a daily allowance for meals and all other expenses in accordance with the following:

|            |         |
|------------|---------|
| Zone A     | \$51.00 |
| Zone B & C | \$45.00 |

4. When an employee is assigned to report to a location more than 40 miles (see 9.04A1 and 9.04A1a above) from his/her permanent reporting location the employee may choose to commute and will be reimbursed as follows:
- a. An employee who is not on an automobile allowance will receive a commuter allowance of \$33.00 per day plus mileage at the IRS standards, for the miles in excess of 80 miles (round trip) (see 9.04A1 and 9.04A1a above) from his/her permanent reporting location.
- b. An employee who is on an automobile allowance will receive a commuter allowance of \$33.00 per day plus 25¢ per mile, for the miles in excess of 80 miles (round trip)

(see 9.04A1 and 9.04A1a above) from his/her permanent reporting location.

- B. The payment, under 9.04A3 above, is limited to five nights Sunday thru Thursday, except for situations such as training or overtime which may require more than 5 days. Employees working on campaigns greater than 140 miles (see 9.04A1 and 9.04A1a above) from their permanent reporting location may, at their option, receive the payment under 9.04A3 for seven nights during such campaigns.

When an employee travels and stays overnight and the combination of his/her travel time, as described in 9.04C or 9.04D below, and work time if any, at the temporary location does not exceed one-half the length of a normal tour, he/she will be entitled to one-half the applicable expense allowance. On a day the employee returns to his/her permanent reporting location or home, he/she will receive one-half the applicable expense allowance.

- C. For non-exempt employees whose work assignments require them regularly to work away from their permanent reporting location travel time on week days will be allowed at the rate of 45 minutes for each 60 miles (see 9.04A1 and 9.04A1a above).

- 1. The above provision does not apply for employees that elect the commuter option as described in 9.04A4.

- D. For exempt employees whose work assignments require them regularly to work away from their permanent reporting location travel time will be allowed at the rate of 30 minutes for each 50 miles (see 9.04A1 and 9.04A1a above) to return to the reporting location.
- E. When an employee is assigned to work at a temporary location or remote location he/she will receive no expense payments if that temporary location is his/her principal place of residence.

## **9.5 Interim Return Home Expense.**

- A. In the event of extended periods of temporary transfer, the Company will pay authorized transportation costs for the employee to visit his/her home on non-scheduled days. The frequency of visits to the employee's home should be based on the expected duration of the temporary assignment. The following

frequency for return home visits should be permitted if the employee so desires. When an employee elects to visit his/her home he/she will not be entitled to travel time.

| <b>Expected Duration of Temporary Assignment</b> | <b>Permitted Home Visits</b>                 |
|--|--|
| 21 days or less                                  | None   |
| 22 days through 35 days                          | One  |
| 36 days through 49 days                          | Two  |
| 50 days through 63 days                          | Three  |
| More than 63 days                                | One for each additional<br>period of 21 days |

- B. An employee may have his/her spouse/legally recognized partner (LRP) or a member of his/her immediate family travel to the temporary work location in lieu of the employee traveling to his/her home location. Expenses for such travel are reimbursable to the employee up to an amount not exceeding the expenses which the employee would have incurred in traveling to and from his/her home location. In those instances where the spouse/legally recognized partner (LRP) or a member of the employee's immediate family visits the temporary location, he/she will not be entitled to the per diem on non-scheduled non-work days during such visits.

## **ARTICLE 10**

### **SUSPENSIONS, DISCHARGES AND DEMOTIONS**

#### **10.1 Limitations.**

- A. In the event an employee is suspended or discharged, a charge that the suspension or discharge was without just cause will be handled in accordance with the following:
  - 1. If the employee has six months or less of seniority, a charge that the discharge was without just cause will be subject to the full grievance procedure set forth in Article 20 but will not be subject to arbitration. (See Appendix C.)
  - 2. If the employee has more than six months of seniority, a charge that the discharge was without just cause will be subject to the full grievance and arbitration procedures set forth in Articles 20 and 22. (See Appendix C.)
  - 3. If the employee has been suspended, a charge that the suspension was without just cause will be subject to the full grievance and arbitration procedures set forth in Articles 20 and 22.
- B. In the event an employee is demoted, a charge that the demotion was without just cause will be handled in accordance with the following:
  - 1. If the employee has less than three months service in the job from which he/she was demoted at the time of the demotion, the matter will be subject to the grievance procedure set forth in Article 20 but will not be subject to arbitration.
  - 2. If the employee has three months or more of service in the job from which he/she was demoted, the matter will be subject to the full grievance and arbitration procedures set forth in Articles 20 and 22.

#### **10.2 Reinstatement.**

- A. In the processing of grievances or arbitration, unless the parties at the Executive level mutually agree to the contrary with respect to the particular grievance or arbitration case, the following will



apply: If as a result of such grievance or arbitration procedure it is determined that the employee was discharged, suspended or demoted without just cause, the Company agrees to reinstate the employee and to reimburse him/her according to the following:

1. In a discharge case, the employee will receive his/her regular pay for the time lost less the amount of any termination pay received from the Company and unemployment compensation received or receivable; and the employee will receive an additional seven percent (7%) of the remaining amount.
  2. In a suspension case, the employee will receive his/her regular pay for the time lost less the amount of any unemployment compensation received or receivable, and any amount paid to or receivable by the employee as wages in other employment.
  3. In a demotion case, the employee will be made whole for the difference, if any, between his/her rate on the job from which he/she was demoted and his/her rate on the job to which he/she was demoted for each day he/she remains on the lower-rated job.
- B. An employee reinstated as the result of an arbitration case will also be entitled to the following:
1. If the employee has paid medical insurance premiums under the COBRA plan, he/she will be reimbursed for these premiums for any period covered by backpay, up to the 18 month COBRA limitation.
  2. The employee will receive a lump sum amount calculated to include the time off the payroll. Such amount will be calculated at the standard award percentage of the employee's basic weekly wage rate (at the time of reinstatement) times 52.2.
  3. Provided an employee was enrolled in the savings plan prior to termination and contributes his/her share to the plan upon reinstatement, the Company will pay the appropriate matching funds and interest. Interest will be based on composite of all funds for the period the employee was off the payroll.

**ARTICLE 11**  
**PROMOTIONS, TRANSFERS, JOB VACANCIES AND PLACE OF**  
**REPORTING**

**11.1 Advertising Anticipated Job Vacancies.**

- A. Job vacancies within the bargaining unit will be adequately advertised via an electronic job posting system.
  - 1. The following jobs are considered as career entrance level jobs:  
Directory Clerk
    - a. Before filling the above jobs by the hiring of new employees, the Company will give consideration to employees who have valid requests on file for these jobs. Except as otherwise provided for in "c" below, decisions in the filling of any jobs listed in "1" above are subject to the grievance procedure but not arbitration.
    - b. The transfer or reclassification of an employee from one entrance job to another, or from a non-entrance job to an entrance job, with a higher top basic rate may be handled under 11.01B or 11.04 even though such a move would be a promotion for the employee involved.
    - c. The selection of an employee for transfer from one entrance job to another or from a non-entrance job to an entrance job, with a higher top basic rate, will be handled under 11.01B. The principle of seniority will be observed if one or more employees have requested such transfer under 11.01B.
  - 2. Vacancies will be advertised via the electronic job posting system for 7 calendar days and will include as much specific information as is available (work location, any special requirements, etc.). A copy of advertised vacancies will be provided to designated CWA Staff Representatives and the appropriate Union President.
- B. Requests.
  - 1. Requests may be submitted to the electronic job posting system by regular employees for a specific vacancy or future vacancy.

- a. Requests will be valid if posted before the close of the job ad.
2. Regular employees may have an unlimited amount of specific requests (i.e. requests attached to currently posted vacancies) and submit up to ten (10) future requests for promotions, demotions or transfers.
3. In the event the Company selects an employee whose requests were not on file before the close of the job ad, other employees with requests that were not on file before the close of the job ad may grieve the selection.
4. The Company will immediately acknowledge receipt of request(s) for movement by electronic confirmation via the electronic job posting system.

Employees may review the current status of their requests on-line and cancel requests at any time.

- a. Specific requests (i.e., requests attached to currently posted vacancies) are only valid until the vacancy is filled and will then be purged from job-posting system.
- b. Future requests will expire at the end of the quarter in which 12 months is attained unless renewed or cancelled sooner by the employee.
5. The Company may fill more than the advertised number of vacancies. The Company is not required to fill advertised vacancies.
6. The Company may not consider transfer requests unless the requestor meets time-in-title, and location requirements. If the Company selects an employee not meeting these requirements, other such requestors may grieve.
  - a. The minimum requirements for all titles are 18 months.
  - b. If an employee is expected to reach time-in-title requirements, as stipulated above, by the sixth Sunday following the date the employee would be notified of selection, the employee will be considered as having met the time-in-title criteria.

7. The provisions of 9.01A will apply to all employee-initiated transfers.
8. Notwithstanding any other provisions of this Agreement, an employee transferring into a location under the provisions of 11.01 after the Company has determined to employ temporary employees under Article 7 will lose his/her seniority service for treatment under Article 7. Coincident with or prior to granting such transfer request, the employee will be advised in writing of his/her seniority treatment. After all other regular employees in the location have been offered treatment under Article 7, such transferred employees will have full seniority rights restored for all purposes except for an offer of termination pay.

## **11.2 Filling Job Vacancies.**

11.3 Vacancies will be filled by candidates in the following categories provided that needs of the business will permit the release of the requesting employees from their present assignments:

### **11.3.1 Mandatory Return from leaves, legal requirements**

- x Transfers at the instance of the Company to correct an imbalance in the workforce.
- x Force Adjustments
- x Change in place of reporting or work group or in the same title, within a location. In instances where a candidate covered by this category is selected and a replacement is thereby necessary that replacement will be made from candidates from the categories below:
  - x Retreats as covered by 11.02D1 and 11.02D2.
  - x Recall from layoff.
  - x Requests *for lateral movement.*
  - x Request *for downgrade movement.*
  - x Request *for promotional movement.*
- x Non-mandatory return from leaves.
- x Candidates available from other sources will be grouped with internal requesters when the above order has not filled the vacancy or vacancies.

The Company will ordinarily follow the above order in filling vacancies. The Company, however, may due to a business reason select candidates without following the above order.

1. The Company is not required to consider a request for promotion from an employee on leave of absence. However, if an employee on leave of absence is selected for promotion, all other employees who are on leave who have valid requests on file must be considered under the appropriate provisions of 11.02.
  2. Nothing in this Agreement is to be construed as prohibiting the Company from giving consideration in filling job vacancies to employees who do not have requests on file under the provisions of 11.01.
  3. Requesters with deficiencies that may affect their chances for being selected will be informed as to the deficiency. (Deficiencies will include, but are not limited to, failure to satisfactorily complete required tests, failure to meet requirements set forth in 11.01B7, 8 and 9.
  4. When an employee is selected to fill a job vacancy, the employee will be released from his/her present assignment as soon as practicable but in any event no later than the sixth Sunday following the date the employee is notified.
- B. In filling vacancies, the Company will give consideration to seniority, qualifications, needs of the business, and the reason the candidate desires the job vacancy, and, if the candidate is returning from a leave of absence or a layoff, whether he/she due to medical impairment is no longer able to perform the essential functions of his/her job which would render him/her unqualified to do the work, or whether he/she has been guilty of misconduct during the leave or layoff which would have been proper cause for discharge.
- C. When an employee is notified that he/she has been selected to fill a vacancy, the company must be notified of his/her acceptance within three (3) business days after the offer.
2. When an employee accepts the job offer all of his/her other requests on file will be considered as withdrawn. If an employee rejects a requested move, or fails to notify the Company within 3 days of the job offer, the job offer will be considered rejected. The employee will not be entitled to replace such request for a period of 12 months from the date of rejection.

D. Retreats.

1. An employee may request retreat from the job for which he/she was selected within six (6) months from the date of placement. The employee may elect to retreat to his/her former job or to an equal or lower level job, provided he/she is qualified and an opening exists.

Following any retreat, a request for other employment movement would not be valid for 24 months from the date of the retreat.

2. An employee who is transferred or promoted under this Article to a new job and who cannot satisfactorily complete training or who cannot perform satisfactorily on the job during the six months following the completion of training may be reassigned to his/her former job or an equal or lower level job for which he/she is qualified provided a vacancy exists. If no vacancies exist or if an employee declines such vacancies he/she *will* be terminated with termination pay under *Article 8*.

The Company may extend the provisions of this article up to an additional six (6) months. The Company will notify the employee of the length of the extension.

3. All retreats and reassignments under this provision will be treated under 9.01A.

- E. The notice of selection activity will be furnished to designated CWA staff and each local president. This information will include the names and seniority dates of persons selected and the reporting department.

- G. No employee will be denied promotion, demotion, or lateral solely because he/she has not had the opportunity to complete Company sponsored training classes related to his/her present job or Company sponsored training classes related to the job that is to be filled. See 21.06 for information regarding grievances involving the filling of vacancies.

**11.3 Promotional Increase Treatment.**

When an employee within the bargaining unit is promoted to a higher-rated job within the bargaining unit, he/she will receive at the time of promotion the applicable promotional wage treatment as set forth in 2.06.

**11.4 Transfers at the Instance of the Company.**

- A. When the Company decides that a job is to be filled by transfer from one location to another, preference will be granted in the order of seniority to employees who are willing

to accept the transfer provided they meet the requirements of the job to be filled and provided that their transfer can be accomplished without incurring extraordinary expense.

1. Notice that a job is to be filled under "A" above will be adequately posted at the place of reporting within the location of all employees within the department holding the title from which the transfer will be made and will be limited to requests received within seven (7) days from such employees who are willing to accept the transfer.
- B. When it is necessary to fill a job by transfer from one location to another and no qualified employee within the Department from which the transfer is to be made is willing to accept the transfer on a voluntary basis, the transfer will be made by transferring in the inverse order of seniority the most junior qualified employee in the wage scale within that department from within the location who can meet the requirements of the job to be filled provided there is a qualified replacement available in the title originally posted under "A" above and such transfer will not result in a special hardship to such employee or his/her immediate family.
2. After the transfer has been made under "B" above, the Company may correct any force imbalance in the location that was caused by the transfer by moving the junior qualified employee in the title designated under "A" above into the vacated position. In those instances where the Company has designated an employee to involuntarily transfer to another location and a qualified employee in the specified location who otherwise would be acceptable subsequently volunteers to transfer rather than the designated employee, the transfer will be considered as being made under 11.04B.
- C. When the Company decides that a job is to be filled by transfer from one job to another within the same location and no promotion is involved, the job will be filled by the senior qualified employee, in the title, in the department from which the transfer is to be made who has requested the transfer under 11.01, needs of the business permitting. If no such employee has requested the transfer under 11.01, the job will be filled by transferring in the inverse order of seniority the most qualified employee in the wage scale within that department from within the location who can meet the

requirements of the job.

- D. Use of 11.04B for transferring employees to same or other jobs in other locations will be limited to those situations in which a force imbalance exists or as directed by the provisions of Article 7. A force imbalance exists when the number of employees performing the required volume of work is proper but is improperly distributed by location. Transfers under force imbalance circumstances will be confined to locations within 100 miles of his/her present location.
- E. When the Company decides that a job would be filled by involuntarily transferring employees from one job to another, within the same location, or outside the location, it will not affect the running of the time-in-title nor the time-in-location referred to in 11.01B8, 9 and 10.

### **11.5 Temporary Transfers.**

- A. None of the foregoing provisions of this Article will apply to temporary transfers, which are defined as follows: An employee will be in a temporary transfer status when he/she is assigned to work outside his/her permanent reporting location and is not returned to such location on Company time at the conclusion of the day's work.
- 1. When an employee is to be assigned to work outside his/her permanent reporting location, the Company will advise the employee whether he/she will be temporarily transferred, or be returned to his/her permanent reporting location at the conclusion of each day of work. In the event that the employee is returned to his/her permanent reporting location at the conclusion of the day's work, the assignment will be considered as "all in a day's work".
- 2. The Company may terminate a temporary transfer by returning the employee to his/her permanent reporting location on Company time and expense. However, temporary transfers will not be terminated on non-scheduled or non-work days prior to the completion of the employee's temporary assignment, except as follows:
  - a. When the employee's services are temporarily needed in his/her permanent reporting location for a full tour or more.
  - b. Employees may be permitted to take their scheduled vacation, unscheduled vacation, excused time, or Paid Personal Time etc., while on a temporary assignment. In this event, the Company is obligated to return the employee to his/her permanent reporting location on Company time and travel expense, provided he/she



wants to commence his/her vacation from his/her home base. Should the employee elect to commence his/her vacation at his/her temporary location and continue to receive his/her per diem allowance, he/she may do so, if the per diem cost for the period does not exceed the cost of returning the employee to his/her permanent reporting location and back to the temporary location on Company time and expense.

3. When the employee becomes ill to the extent that he/she is unable to work, and his/her illness is expected to continue for an extended period. In this event, his/her temporary transfer should be terminated as soon as he/she is able to travel. (An illness that is expected to be of short duration should be handled in accordance with "c" above if the employee is able to return to his/her permanent reporting location.) When an employee's temporary transfer is terminated under the conditions outlined in 11.05A2b, and c above, he/she may be placed back on the same temporary assignment, provided he/she returns to the temporary location on his/her first scheduled day to work after his/her transfer was terminated. If the employee performs work in his/her permanent reporting location after a temporary transfer has been broken, he/she should not be placed back on temporary transfer except as required or permitted under the selection procedures outlined in 11.05C1 or C2.
  4. A temporary transfer may be terminated without the employee having to physically return to his/her home base. He can be paid for the equivalent time and travel expense that would have been incurred had he/she actually returned. Such time and expense should be based on the means of transportation authorized by the Company at the beginning of his/her temporary transfer.
- B. The Company recognizes the undesirability, both from the standpoint of the transferring employees and the resident employees, of temporarily transferring employees to work away from their regular location for extended periods, and will neither make nor effectuate such transfers except to meet needs of the business.
1. When it does become necessary to temporarily transfer an employee(s), such employee(s) will be given as much advance notice as feasible. Where the temporary transfer is beyond reasonable commuting distance and is expected to last in excess of one week, and the employee(s) was not given as much as five (5) days of advance notice, he/she should be given a reasonable amount of time off with pay, if needed, to handle his/her personal

business prior to being transferred. Such excused time should not exceed one tour for interstate transfers or one session for intrastate transfers.

- C. The following procedures will be followed in the selection of individual employees for temporary transfers. However, in emergency situations the Company may transfer work groups without applying these procedures.

1. When it becomes necessary to transfer employees temporarily to an assignment expected to be of more than one week duration, the Company will make a determination as to the work unit or units from which it desires to make such transfers. (Work unit for this purpose will be all employees within a given title who have a common place of reporting and who perform the same job duties.) All employees in the unit or units will be notified of the proposed transfer, either by personal supervisory contacts or by a notice placed on bulletin boards within the selected unit or units. Those qualified employees volunteering for the temporary assignment will be selected and transferred in order of seniority, needs of the business permitting.

If the above procedure does not produce a sufficient number of volunteers, all employees holding the same title and who are performing the same job duties within the location (in multi-district locations, the district) and department from which the transfers are to be made will be notified of the proposed transfers, either by personal supervisory contacts or by notices placed on bulletin boards. Qualified employees volunteering for the assignment will be selected and transferred in order of seniority, needs of the business permitting. Should additional employees be needed, selection will be made in the inverse order of seniority from among qualified employees, in the same job title and department who are performing the same duties, within the same location (in multi-district locations, the district) from which the Company elects to make the transfer, needs of the business permitting, provided such transfers will not result in a special hardship to such employees or their immediate families.

2. When temporary transfers are expected to be of one week duration or less, the Company will make a determination as to the work group in the location from which it desires to make such transfers. Where practicable, all employees in the work group will be notified of the proposed transfer, either by personal supervisory contact or by a notice placed on the bulletin board within the selected work group. Those qualified employees

volunteering for the temporary assignment will be selected and transferred in order of seniority, needs of the business permitting.

If the above procedure does not produce a sufficient number of volunteers, volunteers will be sought using the same procedure from among all employees in the work unit in the location from which the Company desires to make such transfers. Those qualified employees volunteering for the temporary assignment will be selected and transferred in order of seniority, needs of the business permitting.

If the above procedures do not produce a sufficient number of volunteers, the transfer will be made by transferring in the inverse order of seniority the first qualified employee in the work unit from which the Company has elected to make the transfer, needs of the business permitting, provided such transfer will not result in a special hardship to such employee or his/her immediate family.

3. When temporary transferees under 11.05C are transferred to a location in another state, resident employees in work groups in that location performing the same work as that being performed by the temporary transferees will be offered six day work opportunity whenever the temporary transferees are offered six days.
- D. Basic pay treatment for temporarily transferred employees will continue in accordance with the wage progression scale in effect for their job classification at their home location. Any evening or night differential payments applicable will be paid in accordance with the schedule for such differentials in effect in the offices in which they are temporarily working.
- E. Transferred employees will be returned to their permanent reporting location on a seniority basis under the following conditions:
  1. When the need for temporary employees diminishes to a point where some employees may be returned.
  2. When junior employees are available while senior employees from the same location (or work unit as appropriate), in the same title, are on temporary duty in other locations, the junior employees will be assigned to relieve the senior employees concurrent with the senior employees' next Company-paid weekend home visit, provided:
    - a. The junior employee(s) is qualified to relieve the senior employee(s).
    - b. The work being performed by the senior employee(s) can be

prudently reassigned.

- c. The senior employee(s) makes a request to return home.
- 3. When employees in location "A" are selected and temporarily transferred to location "B", such employees should not be subsequently moved to another location with the following exceptions:
  - a. When such employees are to perform work in a location within 40 miles of location "B", those initially selected may be so utilized.
    - (1) When it is known in advance that the employees selected are to perform work in another location within 40 miles of location "B", this information should be made known to the appropriate employees at the time such employees are being canvassed. Also, when the expected duration of such work is known, the employees will be so advised at the time of canvassing. The Company will endeavor to keep such movement, within the cluster at a minimum, needs of the business permitting.
  - b. When employees in location "A" are selected and temporarily transferred to location "B" and the need for work develops in a location more than 40 miles from location "B", the selection process specified in 11.05C should be reinstituted and the appropriate employees in location "A" should be given the opportunity to volunteer for the assignment.
- F. Temporary transfers for the purpose of training will be excluded from the requirements of 11.05C1, C2 and 11.05E.
- G. The movement in and out of locations within a State and between States of employees ***exempt from the Fair Labor Standards Act*** is not a temporary transfer under 11.05.

## **11.6 Appeal Rights.**

The decision of the Company on any of the factors mentioned in 11.01, 11.02, 11.04, 11.05 and 12.06 will be subject to the grievance procedure set forth in Article 20. After exhaustion of the grievance procedure, a charge of bad faith or arbitrary action will be subject to the arbitration procedure set forth in Article 22, except as provided in 11.01A1a and 11.01C. If the Arbitrator finds that the Company acted arbitrarily or in bad faith, the Company will promptly take the necessary steps to correct such action.

## **11.7 Place of Reporting.**

A. The Company will designate the place at which employees will be required to report for work.

1. Change in place of reporting allowance will be handled in accordance with 9.02A. (See also Appendix C, part I.)
2. When permanent changes in place of reporting are to be made to initially staff, in part or whole, a new work group (as distinguished from relocating an existing work group), the following procedure will apply. The Company will designate the work group(s) from which employees will be assigned. Those employees from the designated work group(s) who desire the assignment and whose services may be profitably utilized at the new location(s) will be assigned in order of seniority. Such assignments will be made, needs of the business permitting, up to the number of employees the Company desires.

If additional employees are still needed, such additional assignment as the Company deems it appropriate to make will be made in inverse order of seniority, from the same designated work group(s), provided the employee's services may be profitably utilized at the new location, needs of the business permitting.

## **11.8 Time Considered Worked.**

A. Time during the scheduled or assigned hours of an employee which is spent at the direction of the Company in travel will be considered as time worked.

- B. Time spent by an employee, at the direction of the Company, in traveling before or after the hours of his/her scheduled or assigned tour, which may be described as "all in a day's work" (See 11.05A1), will be considered as work time. It is not intended that this provision be applied to travel on a day the employee was not scheduled or assigned to work or to travel which consumes a considerable period of time.
- C. Where a total of travel time required by the Company and time worked on a scheduled tour exceeds the length of a normal tour in one day and the employee spends at least one night away from his/her permanent reporting location, the employee will be paid for travel time in excess of such hours.
- D. Where an employee is directed to travel continuously for more than a full working day, the time spent traveling during his/her scheduled or assigned tours will be considered as time worked. The application of this provision will not result in an employee being paid for fewer number of hours than is contained in a normal work week.
- E. An employee required by the Company to travel on a day on which he/she was not scheduled will be considered as working on such day for the number of traveling hours up to the length of a normal tour.
  - 1. Insofar as it is practicable the Company will not require employees to travel on Sundays and holidays.
- F. When travel time is considered as time worked it will be paid appropriately.
- G. Employees exempt from the Fair Labor Standards Act, as amended, will not require any extra or overtime payment for time spent in traveling on Company time.

## ARTICLE 12

### APPLICATION OF SENIORITY

#### **12.1 Extent and Limitations (For definition of "Seniority", see 1.25).**

In matters relating to assignment of hours and vacations, layoffs, rehiring after layoffs, voluntary transfers, involuntary transfers and promotions, seniority will govern to the extent and with the limitations set out in 3.02A, 5.06A, Article 7, 11.01A1b, 11.01A1c, 11.01B9, 11.02, 11.04 11.05B **and 11.07A2** respectively. The provisions of 12.03, 12.04, **and** 12.05 will likewise apply.

#### **12.2 The application of the principle of seniority will be on the following basis:**

- A. For assignment of tours, the provisions of 1.24 notwithstanding, the work group will apply with the following exceptions:
  - 1. The Company and the Union may agree at the Director/General Manager or higher level to assign tours in some manner other than by work groups.
  - 2. Employees who have a common title, a common place of reporting, a common second level supervisor (or higher level in the absence of a second level), and who perform the same type work will be grouped together for choice of tours.
- B. For Vacations, the work group with the following exceptions:
  - 1. The Company and the Union may agree at the Director/General Manager or higher level to assign vacations in some manner other than by work groups.
  - 2. Employees in the same or different titles having the same or a different place of reporting, who work under the same immediate supervisor may be grouped together for vacation selection purposes, provided they regularly relieve each other.
  - 3. Employees, other than those covered in 12.02B2, above who have a common title, a common place of reporting, a common second level supervisor (or higher level in the absence of a second level), and who perform the same type work will be grouped together for choice of vacations.

- C. For involuntary transfers under the provisions of 11.04, the Company Headquarters will be considered a separate location for all employees on the Headquarters payroll who are located in the Headquarters location.
- D. For Promotions, the State will be considered to be the smallest appropriate unit.
- E. For the purpose of layoffs and recallings after layoffs, the provisions of Article 7 will apply.

### **12.3 Choice of Tours.**

- A. Employees will have the opportunity to exercise their seniority in preference for choice of tours, not less frequently than every thirteen weeks (except where an employee enters the work group after assignment of tours have been made as outlined in Article 3). Employees returning from leaves of absence, layoff, employees coming in by transfer or employees who have their service bridged (entitling them to additional seniority), will be granted choice of tours in accordance with their seniority at the next revision of the schedule. Once the basic schedule is completed on the basis of the above, no change will be made in basic tour assignments until the next selection period except when the Company finds it necessary for needs of the business to revise the basic schedule in less than thirteen weeks. With each such revision in a basic schedule the opportunity to exercise preference for choice of tours will be afforded.
- B. Details of procedures for assignment of tours in accordance with the above, and subject to the provisions of 3.02, are shown in Paragraphs 3.03 and 3.04.



#### **12.4 Effect on Posted Work Schedule.**

It is not the intent of this Article or any provision in this Agreement to require the Company to revise a posted work schedule so as to assign an employee transferred into the work group the tours his/her seniority would otherwise entitle him/her to. Similarly, it is not the intent to require a shift in a vacation schedule to accommodate a transferred employee, or any employee returning from a leave of absence.

#### **12.5 Preference for Training.**

- A. When an employee within a location is to be selected for formal training to equip him/her for some higher-rated work, the principle of seniority will govern.
  - 1. "Formal training" includes the selection of employees from within a work group who are regularly scheduled to work part time or to relieve in another job in accordance with 4.07H, and the principle of seniority will be observed among all the members of the work groups who are grouped together for the purpose of overtime and vacation selections at the same place of reporting.
  - 2. In the case of an unanticipated need for selecting a person from within a work group to fill in temporarily in another job in accordance with 4.07H, the principle of seniority will be observed if such assignment extends beyond work on three consecutive work days.
- B. If job technology or functions are to be changed within a job title within a work group to the extent that the incumbents will not be able to satisfactorily perform in the job without successfully completing additional company-sponsored job-specific training, and the company has established the attainment of a minimum test score as a prerequisite to taking the training, the company will notify all of the incumbents in all of the work groups affected within a location.
  - 1. Such incumbents will then be offered an opportunity to take the prerequisite test as soon as practicable following such notification and, if they meet minimum test score requirements, will be considered as qualifying for taking the job-specific training.
  - 2. If an incumbent declines to take the prerequisite test at all, or declines the process offered in (2) above, or fails to successfully

complete the job-specific company sponsored training, he/she will be assigned to the unchanged functions within the title within the location to the extent such work is available on a full time basis, so long as such assignment will not adversely affect operations efficiency. If such assignment is not made, or at such time such assignment cannot be continued, the employee may be treated as an "operational efficiencies" surplus under Article 7.

**ARTICLE 13**  
**JURISDICTION OF WORK**

**13.1 Contract Work.**

- A. The Company will not, as a general policy, contract out traditional telephone company directory work if such contracting out will currently and directly cause layoffs or part-timing employees. However, for various reasons, including but not limited to law, regulations, changing industry structure, economic conditions, and business considerations, it is not possible to make specific commitments on contracting out work elements of the business.
- B. In making decisions regarding contracting out of work, it is management's objective to consider carefully the interests of the customer, the concern of employees as to its effect on them, and all other considerations essential to the management of the business.
- C. The Company will notify the Union in advance of implementing major changes in the use of contract services.

**13.2 Non-Performance of Craft Work by Supervisors.**

The Company agrees that it will not as a general practice work supervisory employees who are classed as "Executive" employees under the provisions of the Fair Labor Standards Act, as amended, on work ordinarily performed by non-supervisory employees except for purposes of instruction or to meet emergency conditions. The parties recognize, however, that there are proper exceptions to this general practice, made in the interest of the service or economical operation, and in such cases nothing herein is intended to prohibit the Company from working such supervisory employees on non-supervisory work.

## **ARTICLE 14**

### **JOB DESCRIPTIONS, TITLES AND CLASSIFICATIONS**

#### **14.1 Job Titles and Classifications.**

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 will be handled as follows:

- A. The Company will notify the Union in writing of such job title or classification and will furnish a job description of the duties and the wage rates and schedules initially determined for such job titles and classifications. Such wage rates and schedules will be designated as temporary. Following such notice to the Union at the Company bargaining level, the Company may proceed to staff such job title or classification.
- B. The Union will have the right, within thirty (30) days from receipt of notice from the Company, to initiate negotiations concerning the initial wage rates or schedules established as temporary by the Company.
- C. If negotiations are not so initiated or if agreement is reached between the parties within sixty (60) days following receipt of notice from the Company concerning the wage rates and schedules, the temporary designation will be removed from the job title or classification.
- D. If negotiations are initiated and the parties are unable to reach agreement within sixty (60) days following receipt of notice from the Company, the Union will provide the Company in writing a statement of their position containing the wage rate they consider appropriate for the new or restructured job. The issue of an appropriate schedule of wage rates will then be submitted to a neutral third party (NTP), to be selected as set forth below, for determination of the final schedule of wage rates.
- E. It is expected that agreement on a job description be reached during the negotiation. If such agreement is not reached, a joint job description verification study will be undertaken to ensure that the work components assigned to the job by the Company are accurately described. If, following this verification study and any

resulting modifications to the job description, agreement still cannot be reached that the work components are accurately described, grievance and arbitration procedures may be initiated. Such grievances must be filed by the Union at the Executive level within the sixty (60) day period described in "D" above.

- F. Once the parties agree the job has been accurately described or the matter has been resolved by arbitration, the Company and the Union will notify the NTP that he/she has been selected and arrange a meeting within the third or fourth week of the first thirty (30) days at a place mutually agreeable with all parties. The NTP will also be informed that each of the parties will send their written rationale for the proposed wage rate of the disputed job to the NTP within two (2) weeks. This will include a job description and other agreed upon information. (Memorandum of Understanding)
- G. The Union and Company will meet within two (2) weeks and exchange their rationale for their proposed rate. This will normally include comparisons of not more than two (2) existing bargained-for jobs that each party feels will justify their position. They will jointly mail the required material to the NTP. This material will include: (1) an agreed upon job description of the disputed job, (2) the job descriptions of existing jobs (not more than two) that each party feels justifies the rate of the disputed job and the wage schedule that each party believes should apply, and (3) the parties may include information such as competitive market rates if they so desire. (Memorandum of Understanding)
- H. At the meeting, each party may verbally present its position to the NTP. This meeting is for the purpose of providing the NTP with detailed information concerning the duties of the job, the skills required, the training necessary to perform the work and other related information. Similar information for the comparable jobs as detailed in "G" above may be provided so that the NTP can expeditiously render a fair and informed decision determining the wage rate for the disputed job. It is generally expected this informative meeting would be concluded in one (1) day or less and be completed within thirty (30) days of the NTP selection. Each party will bear the expense of its representatives and witnesses at this meeting.

- I. At the conclusion of this meeting, the NTP must notify the Union and Company if additional information or a job visit is required. The parties will coordinate the provision of additional information or a job visit. If the Union and Company representatives wish to accompany the NTP on the job visit or incumbent interview, they may do so. All of these arrangements must be made so that the decision can be reached within sixty (60) days. (Memorandum of Understanding)
- J. While it is not intended that such third party undertake a full and complete job evaluation study, he/she or she will review the job titles and their respective wage schedules as submitted by the Company and the Union for comparison purposes. Also, if necessary the NTP may make an on-site inspection of the workplace and conduct a reasonable number of interviews of incumbents.
- K. The decision should include a brief rationale for the wage schedule that was selected for the disputed job. The intent is that the NTP will select either the wage schedule submitted by the Company or the Union. In the event the NTP selects the wage schedule submitted by the Union, the new schedule will be placed in effect retroactively to the date notification was given to the NTP as specified in "F" above, up to a maximum of sixty (60) days. If the parties mutually agree to waive the time frames specified in Article 15, the period of retroactivity will be a negotiable item to be addressed in the final evaluation of the issue.
- L. The expense of the NTP will be borne equally by the parties.
- M. The neutral third party referred to above will be selected by mutual agreement from a list of five individuals compiled by the Company and the Union. Such individuals on the list will possess acknowledged expertise in the area of job evaluation.

#### **14.2 Procedures to Contest Schedule of Wage Rates.**

The procedures set forth in 14.01 above will be the exclusive means by which the Union may contest the schedule of wage rates which the Company sets for any new or restructured job title or classification.

**ARTICLE 15**  
**HEALTH AND SAFETY**

**15.1 Health and Safety.**

The Company will continue to make provisions for the safety and health of its employees. The Union agrees to cooperate with the Company in assuring conformance to all established safety regulations. ***The parties agree that matters pertaining to health and safety will be addressed in the Common Interest Forum.***

## **ARTICLE 16**

### **UNION FUNCTIONING**

#### **16.1 Promotions and Transfers of Union Officers.**

- A. The Company agrees that it will not promote or transfer any duly certified local Union representative without the consent of the appropriate CWA representative if such promotion or transfer affects his/her status as a representative of the Union.
- B. The Company will first discuss the proposed promotion or transfer with the employee and if the employee desires the promotion or transfer, then the Company will give the appropriate CWA representative not less than two weeks written notice of the proposed promotion or transfer and the appropriate CWA representative will conclusively be presumed to have consented, unless within two weeks after receiving such written notification he/she advises the Company in writing that he/she does not consent.
- C. This section does not apply to temporary transfers; however, elected local Union officers (not to exceed five) who have local-wide jurisdiction in all departments will not be transferred involuntarily. If a local has more than five officers with local-wide jurisdiction in all departments, the Union at the state level will designate to the Company at the state level the five titles covered by this provision.

#### **16.2 Bulletin Boards.**

- A. The Union will be permitted adequate space to place bulletin boards on Company property.
- B. Union bulletin boards will conform with those in use by the Company when in adjacent locations and when not in adjacent locations, they will conform with the character of the quarters in which they are located.
- C. The number, type and location of Union bulletin boards will be satisfactory to the appropriate Director/General Manager of the Company. The name of the Director/General Manager will be given, in writing, to the Local President and appropriate State Director of the Union.



- D. All Union bulletin boards will be plainly designated as Union bulletin boards.
- E. Union bulletin boards will be furnished, installed and maintained by the Union without cost to the Company.
- F. Union bulletin boards will be confined to use by the Union for such matters as announcements of Union meetings, social functions, nomination and election of Union officers, information bulletins containing only factual reports of the progress of results of Union-Management negotiations, and such other matters as may be considered as noncontroversial and not derogatory of the Company or its personnel.

### **16.3 Union Activity on Company Property.**

- A. Neither the Union nor its members will carry on Union activities on Company time, nor will such activities occur on Company premises except as set forth in the following sub-sections:
  - 1. Union members who are also employees may solicit members, distribute Union literature and carry on similar Union organization work outside of working periods in space where no Company operations or administrative work is being performed.
  - 2. Any such solicitation and organization work will be limited to small groups of employees (not to exceed eight) and will not be carried on for any considerably continuous period and will not interfere with the operations of the Company or the use of the space by other employees for the purposes for which the space is intended.
- B. If a certified Union representative is a Company employee on leave, or is a former employee, he/she may exercise the rights to engage in Union activities on Company property outlined in "A" above. The Union agrees to save the Company harmless from any claims for accidental injury or loss occurring to such representatives or their property, while on Company premises.
- C. The appropriate local Union President will be notified in writing when new employees are hired. Notification will include the employee's name, work location, report date, and the name of the supervisor to whom the employee reports.

1. The local Union President or their designee will arrange with the appropriate manager to meet with newly-hired employees as part of the overall orientation process for the purpose of furnishing them with information about the Union. Meetings with individual employees will be thirty (30) minutes. When appropriate, group meetings may be arranged, and may be sixty (60) minutes. The meetings may be coupled with a relief or lunch period. Time spent during the basic scheduled work period for each employee will be paid as time worked.
2. In addition, the Company also agrees to introduce employees transferring into different work groups to the local Union Job Steward assigned to that area.

#### **16.4 Union Activity on Customer Property.**

The Company agrees that it will not discipline an employee for violating any provision of this Agreement solely because he/she refuses to cross an authorized picket line established in connection with a lawful strike by the employees of another employer at premises where such striking employees were working.

#### **16.5 Union Representation.**

At a meeting between the Company and an employee in which discipline (warning to be placed in the personnel file, suspension, demotion or discharge) is to be announced, the Union representative from the employee's work group, if available, may be present if the employee so requests. The Union representative will suffer no loss of pay for time consumed in such meeting.

- A. At any investigatory interview between a representative of the Company and an employee, the Company may advise the employee of his/her right to Union representation. The Union representative will suffer no loss of pay for time spent either in the investigatory interview or in counseling with the employee prior to the start of the investigatory interview.

When the Company has two managers in an investigatory meeting and the union requests to have two Union representatives in the meeting, the Company **will** grant this request if it will not delay the proceeding, and provided that the Union representative will be unpaid and will be an observer and note taker only.

**16.6 Pay for Certified Union Representatives.**

Certified Union Representatives in the employ of the Company shall suffer no loss in pay to attend joint meetings between the parties.

## **ARTICLE 17**

### **RECORDS**

#### **17.1 Personnel Records.**

- A. All personnel records kept by the Company on an employee which may affect the conditions of such employee's employment will be subject to his/her inspection. After such inspection he/she will have the right to initial and date the record as acknowledgment of having inspected the record on that date. Employees' personnel records will be made available within 10 working days of request.

Upon the development of a grievance condition where necessary to develop pertinent facts having to do with the presentation or resolving of such a grievance, the personnel record of any employee will be subject to inspection by the Union upon such employee's written consent. Records not available to an employee at his/her headquarters location will be made available at the employee's headquarters location upon reasonable notice to his/her supervisor that he/she would like to inspect his/her records.

When entries other than those of a routine nature are made to an employee's personnel record which may affect conditions of his/her employment, the employee will be so advised. When such an entry is to be made, the employee will be given the opportunity to affix his/her signature and date acknowledging that the employee has inspected the entry. The acknowledged entry will be placed in the employee's personnel record within seven (7) days from the discussion and does not indicate the employee concurs with the entry.

- B. After a counseling entry has been on file for a period of nine (9) months without any intervening disciplinary action pertaining to the same subject matter, it will be removed from the employee's personnel record. Warning entries will be removed after a period of twelve (12) months subject to the preceding criteria. Suspension entries will be removed after a period of twenty four (24) months subject to the preceding criteria. Any related data will also be removed with the entry from the personnel record and should not be taken into consideration in the future.

- C. Upon inquiry by a former employee regarding such employee's eligibility for rehire at the Company, the inquiring former employee shall be provided with his/her rehire status within a reasonable time following the request. It is expressly understood that employee rehire status shall be determined solely by the Company."

**17.2 General Records.**

Records kept by the Company which are pertinent to collective bargaining between the parties as described in 17.02 will be made available to certified Union Representatives upon request.

**ARTICLE 18**  
**PENSIONS AND BENEFITS**

**18.1 Benefit Agreements, Plans And Programs.**

In addition to this Agreement the parties have concurrently executed separate agreements either adopting or amending the following Agreements, Plans or Programs:

Health VEBA Trust

***Print Media LLC Benefit Plan***

The above named Agreements, Plans and Programs are incorporated by reference into this Agreement and become a part of it as though their provisions had been specifically and fully included within this Agreement.

**18.2 Benefit Plan Eligibility for Part-Time Employees.**

- A. Employees who are hired on or after 1/1/90, and who work as part-time employees will, if otherwise eligible under the terms of all benefit plans, be eligible for coverage under the ***Print Media LLC benefits set forth in.*** For the minimum weekly hours for full-time benefits, service credit and cost of coverage will be prorated based on the number of hours worked as a percent of 37 ½ hours and as of 40 hours effective 9/4/16.
- B. Death Benefits will be based on basic pay.
- C. Regular part-time employees who are on the active payroll of the Company as of December 31, 1989 will be eligible for medical, dental and vision coverage on the same basis as a regular full-time employee regardless of classification.

**18.3 Change Limitation.**

During the life of this Agreement, no change which will affect the employees within the bargaining unit may be made in the terms of the existing "Short Term Disability Plan" except as follows:

- A. No change which would reduce or diminish the benefits or privileges provided by the Plans may be made without the agreement of the Union.
- B. No change which would increase or enlarge the benefits or privileges provided by the Plans may be made without notice to the Union and an offer to bargain during the sixty (60) days

following such notice. Any claim that 18.03B has been violated will be subject to arbitration under the provisions of Article 22.

**18.4 Grievance Procedure Regarding Benefit Plans.**

Nothing herein will be construed to subject the Plans or their administration to the arbitration procedures of Article 22, but such matters may be subjected to the grievance procedures of Article 20. Likewise, nothing herein will be construed to require the Company to bargain during the life of this Agreement, upon the request of the Union, on any change in the Plans.

## **ARTICLE 19**

### **UNION-MANAGEMENT CONFERENCES**

#### **19.1 Joint Conferences.**

- A. All meetings between representatives of the Union and representatives of the Company will be held at the request of either party upon reasonable notice to the other party. The Company and the Union will give adequate notice in writing to each other of their respective duly authorized representatives and of the general nature of the matter to be discussed.
  - 1. The Union and the Company agree to certify to each other the names of their respective officers and representatives who are authorized to represent the parties at each step of the grievance procedure.
  - 2. All management employees below the level of Director/General Manager, except as specified below, are to be considered as being certified to the Union to represent the Company at the 1st level of the grievance procedure.
    - a. For promotion grievances, selectors are considered as being certified for the level of initial presentation (1st).
    - b. Represented employees with "Acting" management titles are not to be considered as being certified.
  - 3. All management employees at the Director/General Manager level, except Directors having primary Labor Relations responsibilities, are to be considered as being certified to the Union to represent the Company at the 2nd level of the grievance procedure. (Also, 1st level if the management representative is the aggrieved employee's immediate supervisor.)
  - 4. The Director-Labor Relations or his/her designee(s) are to be considered as being certified to the Union to represent the Company at the 3rd level of the grievance procedure.
  - 5. Any exceptions to "2", "3" and "4" above are to be covered by specific certifications from the Director-Labor Relations.



- B. At the Executive Level, counsel or advisors to the representatives of the Union or the Company may, at the will of either, attend any conference or meeting between the Union and the Company.
- C. At the Executive Level, The Union or the Company may engage, jointly or separately, the services of a stenographer to take down a verbatim record of the discussions held.

## **19.2 Collective Bargaining Procedure.**

- A. Bargaining on wages, hours of employment, working conditions and other general conditions of employment will be conducted at the Executive Level of Management by the duly authorized representatives of the Union and by the duly designated representatives of the Company at the Executive Level. The Union and the Company agree to notify each other of the names of their respective representatives who are authorized to represent the parties under this Section.
- B. The Union and the Company hereby respectively assume all rights and obligations, subject to limitations therein expressed, of all valid and subsisting collective bargaining Agreements entered into by and between the Company and the Communications Workers of America.

## **ARTICLE 20**

### **GRIEVANCE PROCEDURE**

#### **20.1 Grievance Levels.**

In the processing of any grievance, the Company will furnish the Union all necessary and relevant data concerning the grievance as determined by the National Labor Relations Act. If the grievance is initiated at the local level, this information will be furnished to the Local President or authorized Union representative upon request, prior to the informal level in an effort to resolve the dispute at the earliest step. The parties agree that in the handling and adjustment of grievances by the Union the procedures listed below will be followed:

- A. An employee or group of employees will have the right to present to and adjust with the management any grievance as provided in 9(a) of the National Labor Relations Act, as amended, provided, however, that no adjustment will be made with the employee or group of employees involved which is inconsistent with the terms of any collective bargaining agreement between the parties then in effect, and provided further that the Union has been given an opportunity to be present at such adjustment.
- B. After an employee or employees have presented a grievance to the Union for settlement and a Union representative has informed the Company that the Union represents that employee(s) the Company will not discuss or adjust such grievance with said employee(s) unless the aggrieved employee(s) initiate a request that the Company discuss and adjust such grievance directly with him/her, or them, but in no event will an adjustment be made unless a Union representative is afforded an opportunity to be present at such adjustment.
- C. All grievances, other than those involving the true intent (See 20.01C4) and meaning of this or any other agreement between the parties or adversely affecting the rights of other employees, will be handled under the procedure set forth below. For each such grievance initiated by the Union under this Paragraph, the steps in the procedure will be those listed below except as provided 20.06 (Vacancies), 20.07 (Short Term Disability Plan), and 20.08 (Health and Safety).

|                       |   |
|-----------------------|---|
| 1 <sup>st</sup> Level | The informal Level (the level below the Director/Regional Sales Manager where the aggrieved employee is employed) |
| 2 <sup>nd</sup> Level | Director/General Manager Level  |
| 3 <sup>rd</sup> Level | Executive Level   |

1. 1st Level (Informal Level) - Before formal grievances involving matters other than discharges and demotions are filed at the 2nd Level, there must have been a 1st Level (Informal Level) meeting or conference with the appropriate Union representative and the appropriate Company representative. It is generally agreed that the local steward along with the immediate supervisor would normally be the appropriate representatives. The 1st (Informal) Level meeting may be waived by the consent of both parties in those instances where such a meeting would be unnecessary. When necessary, the Union may request the presence of a grievant, or grievants, if such are involved. This 1st Level meeting is intended to allow both sides to fully explore the incident, develop the facts, state their contentions, clear up any possible misunderstandings and attempt to informally resolve the dispute. No record will be made at this meeting or conference, no papers, forms or written answers are to be filed. (For pay treatment see 20.03 and 20.04.)
2. 2nd Level (Director/General Manager Level) - Each grievance must be presented as a formal grievance at the 2nd Level within sixty (60) days from the date of the last occurrence on which the grievance is based by filing a written request for formal grievance meeting (3G3R). This request must be filed with the 2nd Level within fourteen (14) days following the 1st Level meeting described in C1 above.

At the 2nd Level meeting the grievance must be reduced to writing on the Record of Grievance Form (3G3A) adopted by the parties and presented to the Company by the Union at the conclusion of the meeting(s). (For pay treatment see 20.03 and 20.04.)

- a. The Company and the Union have the responsibility to meet, discuss the issue(s) and complete the related paperwork within thirty (30) days of the request for a meeting.
- b. Where mutually agreed upon, the time periods in "a." above may be extended by thirty (30) days.
- c. It is the intent of this article that all grievances must be met on at the 1st Level and appealed in writing to the 2nd Level within sixty (60) days. The 2nd Level meeting is to occur within thirty (30) days of the request. If a recess is mutually agreeable it cannot last longer than thirty (30) days.
- d. Failure of the parties to carry out their responsibilities within the specified time frames will generate an automatic appeal of the grievance to the 3rd Level (Executive Level). The 3rd Level representatives will determine the action necessary to address the time problem issue and will handle the grievance accordingly.
- e. Within fourteen (14) days from the date of the meeting (or the last adjourned meeting) the Management representative with whom the grievance was discussed will inform the Union in writing on four copies of the Record of Grievance Form (3G3A) of his/her proposed position. If the parties agree on an adjustment, the adjustment will be stated as the proposed disposition on the Record of Grievance Form (3G3A) and both parties will sign two copies of the form and each retain one signed copy.
- f. Within fourteen (14) days from the date when the Union is advised on the Record of Grievance Form (3G3A) of the proposed disposition by the Management representative, the Union will advise the Company on a copy of the Record of Grievance Form (3G3A) whether the proposed disposition is accepted, rejected or appealed. Such advice should be directed to the Management representative with whom the Union discussed the grievance. If the grievance is appealed to the 3rd Level, the Union will promptly forward the grievance to the Union's designated representative. Grievances so appealed may nevertheless be dropped

without a meeting and without prejudice to the Union's contentions regarding the merits of the grievance.

- g. The Union's rejection of the proposed disposition by the Management representative at the 2nd Level will close the grievance without prejudice to the Union's contentions regarding the merits of the grievance.
  - h. Grievances involving counseling entries shall not be appealed beyond the 2<sup>nd</sup> level of the grievance procedure.
3. 3rd Level (Executive Level) - On grievances appealed to the 3rd Level, the Union representative will request a meeting with the appropriate Company representative within thirty (30) days of the date of the appeal and that meeting will be held within thirty (30) days of such request. In the event the appropriate Company representative is unable to meet within that time period, the Company and Union may agree to a fourteen (14) day extension for the meeting.
- a. If mutually agreed, 3rd Level representatives may extend the time frame, normally not beyond sixty (60) days, to meet and discuss the related grievance.
  - b. If a meeting is not held by the appropriate Company representative within the greater of thirty (30) days of the Union's request for a conference or the extended time period due to the fault of the Company, the Company will have defaulted on that grievance. Upon default by the Company, a remedy of the grievance will be fashioned at the Bargaining Level of the Company. If a remedy cannot be agreed upon at this level, the appropriate remedy will be determined by arbitration under 20.01.
  - c. All appeals to the 3rd Level will be based upon the record consisting of the Record of Grievance Form (3G3A), Joint Minutes (if any) at the 2nd Level, and any oral or written statements, affidavits or exhibits that the parties at the 2nd Level incorporated into the record.
4. Grievances which involve the true intent and meaning of this or any other agreement between the parties or adversely affect the rights of any employee, or employees, if filed by the Union will be initially presented at the 2nd or 3rd Level; such

grievances and those involving alleged violations of the Agreement by the Union, if filed by the Company, will be filed at the 3rd Level of the Company with the District Office of the Union. Each such grievance must be presented, orally or in writing, within sixty (60) days from the date of the last occurrence on which the grievance is based.

- a. When a grievance is filed by the 3rd Level of the Company with the District Office of the Union as described in 20.01C4, such grievance will be accompanied by a written statement of position from the Company representative setting forth the Company's position regarding the grievance. Such written position will include the Company's contentions as to the true facts involved, its allegations as to how the Union has violated the Agreement and, if appropriate, its contentions as to the true intent and meaning or interpretation of any provision of the Agreement. The District Office of the Union will have a period of fourteen (14) days in which to reply in writing to the Company's written statement or position and the Union's reply will also set forth its contentions as to the true facts involved, its reply to the Company's allegations, if any, as to how the Union has violated the Agreement and its contentions to the true intent and meaning of the Agreement provisions if such are involved.
  - b. If the grievance under 20.01C4 or 20.01C4a is to be arbitrated, the written positions of the parties, or amendments thereto, served on the other party at least fourteen (14) days in advance of the arbitration hearing, will be filed with the arbitrator as exhibits. Such exhibits may be assigned such weight as the arbitrator deems appropriate.
5. When a Union grievance is appealed, the decision of management at the 3rd Level will be given to the Union within seven (7) days after the appeal is discussed at a conference (or last adjourned meeting thereof mutually agreed upon). When the grievance is initiated by the Company under 20.01C4, the decision of the District Office of the Union will be given to the Company within seven (7) days after the grievance is discussed

at a conference (or last adjourned meeting thereof mutually agreed upon).

6. Grievance adjustments at the 2nd Level will be final and binding, and will not be used as a precedent by either party, except that an adjustment at the 2nd Level may be made subject to the 3rd Level approval if either party at the 2nd Level notifies the other in writing within fourteen (14) days from the date of the settlement was executed; that a "true intent and meaning" question exists. The parties will not use a local past practice established by a local level settlement to support controversies that develop in other locations. The parties reserve the right to urge that grievances dropped after having been appealed to arbitration may have, or may not have, a precedential effect in accordance with all of the circumstances. Each party will advise the other of the names of its representatives at the 3rd Level who are authorized to finally approve settlements made at the 2nd Level of the grievance procedure.
- D. In computing any period of time prescribed by any Agreement between the parties hereto, the day of the occurrence, presentation, appeal, decision, request or demand (after which the period of time begins to run) will not be included. The last day of the period will be included, unless it is a Sunday or holiday, in which event the period runs until the next day not a Sunday or holiday. Intermediate Sundays and holidays will be included. Any presentation, appeal, decision, request or demand required to be in writing will be considered to be made on the date it is postmarked, or dated by Personnel, receipted delivery.
- E. The presence of a Union Officer, except those certified under 20.01C6 at the adjustment of any grievance presented by an employee or of employees, under "A" above, will not be regarded as an agreement on the part of the Union that the grievance was properly adjusted.
- F. If the parties agree, grievances appealed to the 3rd Level may be discussed, for possible disposition, by the Company and the Union at the 2nd Level prior to being sent to the 3rd Level. Time involved in this review will not be counted for any other provisions of this Article.

## **20.2 Pay for Certified Union Representatives.**

Subject to the limitations expressed in 20.03 and 20.04, certified Union representatives in the employ of the Company, and other employees necessary to a grievance hearing will suffer no loss in pay for time consumed in meetings with Management on subjects mentioned in this Article and in 19.02, and necessarily consumed in traveling to and from such meetings. Each such employee will give reasonable notice (not less than one working day) to his/her immediate supervisor when any such excusal is to begin and for what period the employee expects to be absent from duty. Accordingly, in responding to requests for such meetings, management should allow sufficient time in scheduling to permit employees to comply with this "reasonable notice".

## **20.3 Number of Union Representatives in Meetings with Management.**

In meetings with Management, the number of persons other than those mentioned in 20.04 below, who will suffer no loss of pay for time consumed in meetings with Management, and necessarily consumed in traveling to and from such meetings, will be as follows:

- A. In the 1st Level (Informal Level), meetings under this Article, one (1); and at the 2nd Level meeting, not more than a total of two (2).
- B. In meetings on subject mentioned in 19.02, not more than a total of seven (7).
- C. The number of Management representatives participating in any meeting will not exceed that of the Union
- D. If the number of Union representatives attending a meeting with Management is greater than the number indicated above, the Union will designate which of its representatives, not to exceed the number indicated above, are to suffer no loss of pay.

## **20.4 Pay for Grievant.**

In meetings with Management on grievances at the 1st (Informal Level) and 2nd Levels, the individual employee whose grievance is being presented by the Union will suffer no loss in pay, as provided in 20.02, for time consumed in such meetings or necessarily consumed in traveling to and from such meetings, provided, however, when a group of employees has a common cause of grievance, the members of the group, to be designated by the Union, who will suffer no such loss in



pay will not exceed two at the 1st Level meeting and one at the 2nd Level meeting.

## **20.5 Strikes and Lockouts.**

As the parties have agreed on procedures for handling complaints and grievances, they further agree that there will be no lockouts or strikes during the life of this Agreement, as outlined below:

- A. If an employee is disciplined as a result of an alleged breach of 20.05 above, such disciplinary action will be subject to the full grievance procedure and to arbitration notwithstanding the limitations in Article 10 of this Agreement.
- B. In the event of arbitration under "A" above, the arbitrator will have authority to sustain, modify or to set aside the disciplinary action.
  - a. Any discipline resulting from an alleged violation of 20.05 above, will be imposed within a reasonable time, but in no event to exceed thirty (30) days from the date the employee first engaged in the alleged violation.

## **20.6 Grievances Involving the Filling of Vacancies.**

- A. Grievances must be filed in writing at the 2nd Level on behalf of an employee, subject to the exception of 11.01B1 against a specifically identified selectee(s) within sixty (60) days after the notification covered in 11.02E. Such grievances will be processed in accordance with 20.01.
- B. When an employee has an active grievance on one or more selections, he/she may continue to grieve on only one of the pending grievances for a job that is higher than one he/she subsequently accepted.
- C. The Union will be given an opportunity to examine all test papers, appraisal sheets and any other pertinent records on all employees selected to fill the vacancy or vacancies and the unsuccessful requesters (upon the showing of proper authorization only from unsuccessful requesters). This examination of records by the Union will be considered as the 1st Level (Informal Level) grievance meeting under this Article and one Union representative will be paid under the provisions of 20.02 for the time consumed in the examination of such records. This first step may consist of discussion with the selector in person or by phone.

1. No grievances will be filed at the 2nd Level until the designations required below have been properly made by the Union.
2. The 2<sup>nd</sup> Level grievance meeting will be held with the Company's designate, Manager-Labor Relations Staffing, in person or by phone. If necessary, the grievance may be appealed to the 3<sup>rd</sup> Level.
3. In those situations where more vacancies were filled than there are employees who filed requests in whose behalf the Union desires to handle a grievance, the following procedure will be followed: After the Union has had the opportunity to examine test papers, appraisal sheets and other records as described above, the Union will designate the employee(s) whom it contends were erroneously selected instead of the aggrieved employee(s).
4. In those situations where there are more employees who filed requests in whose behalf the Union desires to process the grievance than there are vacancies which have been filled, the following procedure will be followed: After the Union has had the opportunity to examine test papers, appraisal sheets and other records as described above, the Union will advise the Company in the letter requesting the 2nd Level grievance meeting which of the unsuccessful requesters they believe should have been selected and on whose behalf it is grieving.

#### **20.7 Grievances Involving Short Term Disability Plan.**

Grievances involving the Short Term Disability Plan and Family Medical Leave Act (FMLA) will be presented initially at the 3rd Level (Executive Level) and grievance meetings will be held with the Benefit Committee or a designated representative.

- A. Should the Union at the district or local levels desire information relative to the handling of a case, before it becomes a grievance, the Company will furnish such information or facts as are available. It is also understood that securing of such information will not constitute the initiation or discussion of a grievance.

## **20.8 Grievance Procedure Regarding Health & Safety.**

The maintenance of proper health and sanitary conditions, the observance of all laws relating to fire protection and safety, and hazardous wastes, materials, and substances are of mutual concern to the Company and the Union. Any question regarding such matters may be made the subject of a grievance but will not be submitted to arbitration.

## **ARTICLE 21**

### **FEDERAL OR STATE LAW**

#### **21.1 Jurisdiction of Law.**

If any provisions of this Agreement, any amendments thereto, or any future agreements made during the term hereof or any application of the provisions of said Agreements, said future agreements and amendments to any employee, group of employees or circumstances are rendered invalid or inappropriate by any Federal or State law or by the final determination of any Court, Board or authority of competent jurisdiction, the remainder of said Agreements, said future agreements or amendments or the application of such provisions to an employee, groups of employees or circumstances other than those as to which it is held invalid or inappropriate will not be affected thereby.

**ARTICLE 22**  
**ARBITRATION, EXPEDITED ARBITRATION**  
**AND MEDIATION**

**22.1 Arbitration.**

- A. The provisions for arbitration will apply only to the matters made specifically subject to arbitration in "B" below.
- B. If at any time a controversy should arise between the Union and the Company regarding the true intent and meaning of any provisions of this or any other agreement between the parties or a controversy as to the performance of an obligation hereunder, which the parties are unable to compose by full and complete use of the grievance procedure set up by Article 20, the matter will be arbitrated upon written request of either party to this Agreement to the other.
- C. Any written request for arbitration will be made within ninety (90) days from the date of the final decision in writing on the grievance, unless the failure to make such request will be excused by the Arbitrator because of extraordinary circumstances including, but without limitation, newly discovered or previously unavailable, material evidence that could not have been discovered or produced by reasonable diligence.
- D. The procedure for arbitration will be as follows:
  - 1. Within 30 days after the filing of the written request for arbitration, the Vice President of the Union or his/her delegated representative will confer with the head of Human Resources of the Company or his/her delegated representative to select an Impartial Arbitrator and a date for the hearing.
    - a. Failure on the part of the Union to make the above request within 30 days will relieve the Company of the responsibility for retroactive wages from the date of the filing of the written request for arbitration until the date the Union complies with "1" above.
  - 2. In the event of the failure of the persons named in "1" above to agree upon the selection of an Impartial Arbitrator within 30

days, the Union or the Company may apply to the Federal Mediation and Conciliation Services, Washington, D.C., for the appointment of such Impartial Arbitrator.

3. The arbitration hearing will be started within 60 days, if practicable, of the selection of the Impartial Arbitrator and carried to a conclusion as expeditiously as possible. A decision and award by the Impartial Arbitrator will be rendered within fifteen (15) days, if feasible, of the completion of the hearing.
  4. The Impartial Arbitrator will have power to decide whether or not a particular finding will have a retroactive effect, provided, however, that no retroactivity will predate the Union's demands for arbitration except as is or may be otherwise provided in other contracts or agreements between the parties.
- E. The decision of the Impartial Arbitrator will be final and the Company and the Union agree to abide by such decision. The compensation and expenses of the impartial arbitrator and the general expenses of the arbitration will be borne by the Company and the Union in equal parts. Each party will bear the expense of its representatives and witnesses. Any expenses incurred because of any cancellation or postponement of an arbitration hearing will be borne by the party requesting such cancellation or postponement.

## **22.2 Expedited Arbitration.**

- A. In lieu of the procedures specified in 22.01 of this Agreement, any grievance filed on behalf of an employee which involves suspensions or discharges 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 will 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 22.01 of this Agreement, both parties may, within fifteen (15) calendar days after the filing of the request for arbitration, elect to use the expedited arbitration procedure hereinafter provided. The election will be in writing and, when signed by authorized representatives of the parties, will

be irrevocable. If no such election is made within the foregoing time period, the arbitration procedure in 22.01 will be followed.

- B. A panel of at least ten (10) arbitrators will be selected by the parties. Each arbitrator will serve until the termination of this Agreement unless his/her services are terminated earlier by written notice from either party to the other. The arbitrator will be notified of his/her termination by a joint letter from the parties. The arbitrator will conclude his/her services by settling any grievance previously heard. A successor arbitrator will be selected by the parties. Arbitrators will 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 will be as follows:
  - 1. The parties will notify the umpire in writing on the day of agreement or date of arbitration demands to settle a grievance by expedited arbitration. The umpire will notify the parties in writing of the hearing date.
  - 2. The parties may submit to the umpire prior to the hearing a written stipulation of all facts not in dispute.
  - 3. The hearing will be informal without formal rules of evidence and without a transcript. However, the umpire will be satisfied himself that the evidence submitted is of a type on which he/she can rely, that the hearing is in all respects a fair one, and that all facts necessary to a fair settlement and reasonably obtainable are brought before the umpire.
  - 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. Such summaries are not to exceed 10 pages in cases involving discharge or 5 pages in cases involving suspension. The umpire will give his/her settlement within five (5) working days after receiving the briefs. He will provide the parties a brief written statement of the reasons supporting his/her settlement.
  - 5. The umpire's settlement will apply only to the instant grievance, which will be settled thereby. It will not constitute a precedent for other cases or grievances and may not be cited or used as a precedent in other arbitration matters between the parties unless the settlement or a modification thereof is adopted by the written concurrence of the

representatives of each party at the fourth 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 umpire's request, in either case only in emergency situations. Such extensions will not circumvent the purpose of this procedure.
7. In any grievance arbitrated under the provisions of this Section, the Company will under no circumstances be liable for back pay for more than nine (9) 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 will not be included in such additional time.
8. The umpire will have no authority to add to, subtract from or modify any provisions of this Agreement.
9. The decision of the umpire will settle the grievance, and the Company and the Union agree to abide by such decision. The compensation and expenses of the umpire and the general expenses of the arbitration will be borne by the Company and the Union in equal parts. Each party will bear the expense of its representatives and witnesses. Any expenses incurred because of any cancellation or postponement of an expedited arbitration hearing will be borne by the party requesting such cancellation or postponement.
10. The time limit for requesting arbitration under this provision will be the same as in existing procedures.



## **ARTICLE 23**

### **PAYROLL DUES DEDUCTION AND UNION SECURITY**

#### **23.1 Payroll Dues Deduction.**

The Company agrees to make collection of Union dues or an amount equal thereto from any eligible employee through payroll deduction upon the order in writing signed by such employee and to pay over the amount thus deducted to the Union. The Company will continue to make such payroll deductions for employees who have properly executed dues deduction cards on file. Except as provided below, or as provides in the Memorandum of Understanding between the parties, or as otherwise provided by applicable law, all cards may only be revoked during the ten (10) day period preceding the expiration date of this Agreement and the same ten (10) day period each year during the life of this Agreement.

- A. Cancellations by employees of such written authorization for payroll deductions must be in writing and the Company agrees to notify the Union forthwith of the receipt of any such written cancellations.
- B. Such cancellation requests must be sent individually by certified mail to the Payroll Office Manager with a copy to the Union, postmarked during one of the ten day periods described in **23.01** above. The Company will cease such deductions the month after the receipt by the Company of the certified notice.
- C. The Union may, by written notice (over the signature of its Secretary) given to the Company, terminate, with respect to any employee, the obligation and right of the Company to make such deductions. The Company will give notice of such termination to the employee.
- D. Cancellation of such dues deductions will be made by the Company on the transfer or promotion of an employee to an ineligible position effective the first payroll period following the transfer or promotion and will notify the Union of such cancellation.

E. Authorization cards which by their terms are revocable at will are not subject to the 10 day revocation periods referred to in **23.01** above.

### **23.2 Dues Requirements.**

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, will, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth day of such entrance, whichever of these dates is later, until the termination of this Agreement. (For the purpose of this Article, "employee" will mean any person entering into the bargaining unit.)

### **23.3 Effective Dates for Dues Collection.**

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, will, 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 days after the effective date of this Agreement until the termination of this Agreement.

### **23.4 Movement In And Out Of Bargaining Unit.**

The condition of employment specified above will not apply during periods of formal separation from the bargaining unit by any such employee but will reapply to such employee on the thirtieth day following his/her return to the bargaining unit. The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Company, and leaves of absence of more than one month duration.

### **23.5 Application Under The Law.**

Sections **23.02** and **23.03** will apply only in those States where the law permits the Union to enter into this type of Union security agreement.

If during the term of this contract the Union will become duly authorized under the laws of any other State to enter into this type of Union security agreement, the effective date of this Article as to employees in such State will be the date upon which the Company receives proper written evidence from the Union that it is fully qualified to enter into such an agreement in such State.

**23.6 COPE Payroll Deduction.**

The Company agrees to make collection of CWA-COPE-PAC payments of any bargaining unit employee through payroll deduction upon the order in writing, signed by such employee, and to pay over the amount thus deducted to the CWA-COPE-PAC.

**23.7 Deduction Cost.**

It is agreed that the Union will pay the Company the cost of making deductions.

**23.8 Union Dues Deduction Agreement.**

In addition to this section of the Agreement, the parties have concurrently executed a separate Union Dues Deduction Agreement.

## **ARTICLE 24**

### **ABSENCES FOR UNION DUTIES**

#### **24.1 Excused Time For Union Duty.**

Subject to limitations expressed below, employees who are elected or appointed to an office or committee in or for the Local, District or National Union and who are certified in writing to the Company by the Vice President or the Executive Board of the Union as having to be absent from their regular Company work for the proper performance of their lawful duties to the Union in connection with such office or committee will be excused without pay for periods not exceeding, in the total, one hundred and twenty (120) work days in any calendar year provided that such absences will not exceed thirty (30) consecutive days in any one period. However, for Union officers as identified and limited by 16.01C the one hundred and twenty (120) work days may be increased to a maximum of one hundred and fifty

(150) work days upon approval at the Company bargaining level. Except for unforeseen situations, a Local officer will notify the immediate supervisor of the employee to be released by when such absence is to begin and for what period the employee expects to be absent. The status of employees absent for such duties will be the same, including seniority, as for other employees excused from Company duties for personal reasons not in excess of thirty (30) consecutive days at any one period.

The excusal of employees from Company duty to perform Union duties will be allowed unless prohibited by the needs of the business.

#### **24.2 Union Leave of Absence.**

Employees whose Union duties require their absence from Company work for a period, or periods, in excess of those set out in **24.01** will apply to the Company for a leave of absence without pay, and the Company will grant such leave of absence for a reasonable period not to exceed one (1) year. The total period of the leaves of absence granted to any one employee pursuant to this Article, whether such period is continuous or intermittent, will not exceed eighteen (18) years **with the Company and its predecessors (i.e., BellSouth or AT&T)** and will be subject to the conditions hereinafter stated in **24.03**.

- A. Requests for leaves of absence will be made in writing by the employee and the Vice President of the Union or his/her delegated representative, with the request being directed to the Director-Employee Relations of the Company at least 30 days before such

leave is to begin.

- B. Requests for such leaves of absence will be acted upon promptly by the Company.
- C. Requests for leaves of absence will be made in writing by the employee and the Vice President of the Union or his/her delegated representative, with the request being directed to the Director-Employee Relations of the Company at least 30 days before such leave is to begin.
- D. Requests for such leaves of absence will be acted upon promptly by the Company.

### **24.3 Conditions of Leaves of Absence.**

Leaves of absence granted under the terms of **24.02** are subject to these conditions.

- A. The period of an employee's absence on such leave will be included in determining such employee's seniority with the Company. However, for the purpose of determining the length of service upon which such employee's wage progression is based, such employee will be given credit for only the first thirty (30) days of the first leave of absence granted such employee. When the employee returns from leave, his/her wage progression, if determined in accordance with an automatic wage scale, will be accelerated by reducing the normal intervals between increases by one-half until the employee will have attained his/her position on his/her wage scale commensurate with his/her length of service had he/she not been on leave of absence.
- B. During the period of such employee's leave of absence, such employee's qualified dependent, or dependents, will retain eligibility to Sickness-Death Benefits. The employee may continue coverage under the applicable Company medical plan when employed by CWA or when elected or appointed to a CWA office within a Local Union (coverage elected under any CWA plan will be at CWA's or the employee's expense). The employee may continue his/her own coverage under the **Print Media LLC Benefit Plan** by individual payment of the full amount of appropriate payment.
  - a. Employees who return to Company duty at the expiration of such leaves of absence will be placed on the payroll at the rate received when such absence was granted, adjusted for any changes in wage level made during the period of such leave of absence. In the event such leave of absence has expired and such employee desires to, and is otherwise entitled to, resume employment with the Company,

but at the time of such expiration such employee is unable to perform the required Company duties because of sickness, such employee will nevertheless be re-employed, and in determining the eligibility of such employee to sickness payments the first day of such re-employment will be considered as such employee's first day of absence because of sickness.

- D. Such leave of absence for an employee will be terminated at his/her request prior to the expiration of such leave of absence only in case the employee is able to perform on a full-time basis the Company duties required of such employee. The term "full-time basis" as used in the preceding sentence, will not be construed to deny to such employee incidental participation in Union matters without pay if excused by the Company for such purposes. An employee requesting to return from Union leave under this paragraph will give his/her supervisor reasonable notice.
- E. The termination of this Agreement by either party will not affect the leave status or re-employment rights of an employee who is on leave of absence granted under **24.02**.
- F. Notwithstanding the provisions of 20.02, employees on such leaves of absence will not be entitled to receive from the Company any pay or compensation for time consumed in meetings with Management, or necessarily consumed in traveling to and from such meetings.

#### **24.4 Limitations of Union Leaves.**

In the event the Company is of the opinion that the duties being performed by an employee are not within the intent of this Article, the Company will notify the employee and the Union and allow the employee an opportunity to cease such duties.

**ARTICLE 25**  
**DISTRIBUTION OF AGREEMENT**

**25.1 Distribution to Employees.**

***The Company will post a copy of the contract on YP InterConnections for all employees to view and print as they wish. The Company will provide printed copies to Local Presidents and CWA International Staff handling Print Media matters.***

## **ARTICLE 26**

### **RESPONSIBLE UNION-COMPANY RELATIONSHIP**

#### **26.1 Union-Company Relationship.**

The Company and the Union recognize that it is in the best interests of both parties, customers, employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this Agreement in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the bargaining unit.

Each party will bring to the attention of all employees in the bargaining unit 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.

#### **26.2 *Common Interest Forum***

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

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



- B. Equal numbers of key Union and Management persons shall constitute the forum in the Company. Meetings will be convened by the parties at mutually agreeable places and times but no less often than quarterly. Otherwise, the members of the forum shall determine its composition, structure, agenda, and operation.
- C. It is the intent that such forum supports the collective bargaining process, the established contractual dispute resolution procedures, and the existing joint Union-Management committees.

**ARTICLE 27**  
**APPLICATION AND AMENDMENTS**

**27.1 Application.**

This Agreement applies to all regular and temporary employees of the Company within the bargaining unit.

**27.2 Amendments.**

Any provisions of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement.

**ARTICLE 28**  
**NON-DISCRIMINATION**

**28.1 Company Responsibilities.**

The Company agrees not to discriminate against, interfere with, restrain or coerce employees because of membership or lawful activity in the Union.

**28.2 Union Responsibilities.**

The Union agrees not to exert any coercion or intimidation on any employee because of nonmembership in the Union or for the purpose of inducing membership therein.

**28.3 Non-Discrimination Clause.**

In a desire to restate their respective policies, neither the Company nor the Union will discriminate against any employee because of such employee's race, color, religion, sex, sexual orientation, national origin, age, disability, creed, gender, gender identity, marital status, military status, citizenship status, veteran status or any other protected characteristic.

**28.4 Affect On Employment.**

Affiliation or non-affiliation with any labor organization is a matter solely for the decision of the employees; the decision of an employee in this matter will not affect his/her employment or advancement with the Company.

**ARTICLE 29**

**DURATION OF AGREEMENT**

**29.1 Life of Agreement.**

This Agreement will be effective as of August **10, 2015** and will continue in full force and effect until its termination at 11:59 P.M., **August 12, 2018**.

IN WITNESS WHEREOF, Communications Workers of America and **Print Media LLC** have caused this Agreement to be executed by their respective officers and agents thereunto duly authorized, all as of the day first above written.

COMMUNICATIONS  
WORKERS OF AMERICA

Richard Honeycut  
Vice President –  
CWA District 3

**Print Media, LLC**

**Scott Long**  
**VP Procurement and Administration**

ATTEST:  
**M.M. Smith**  
CWA Representative  
  
CWA District 3

ATTEST:  
Kim Coan  
  
Human Resources

### **TITLES AND WAGE SCALE ASSIGNMENTS**

Where a statement shown below applies to a particular title, the applicable corresponding number is shown following such title.

- (1) Positions under this title are normally filled through promotions from Wage Scale 10 in the department in which the vacancy exists.
- (2) These titles are entrance jobs.

### **TITLES AND WAGE SCALE ASSIGNMENTS**

| <u>Wage Scale</u> | <u>Title</u>                 |     |
|-------------------|------------------------------|-----|
| 10                | Administrative Reports Clerk | (2) |
| 22                | Artist                       |     |
| 10                | Directory Clerk              | (2) |
| 14                | Sales Team Support Clerk     | (1) |
| 14                | Special Clerk                | (1) |
| 14                | Special Clerk-NYPS           | (1) |

## **TITLES AND WAGE SCALE ASSIGNMENTS**

### **Wage Scale 10**

Administrative Reports Clerk (2)

Directory Clerk (2)

### **Wage Scale 14**

Sales Team Support Clerk (1)

Special Clerk (1)

Special Clerk-NYPS (1)

### **Wage Scale 22**

Artist

**GEORGIA**

Tucker A

## Wage Increases

Bargaining unit employees shall receive the following hourly wage increases:

| Date                            | Amount of Increase |
|---------------------------------|--------------------|
| Effective, date of ratification | 3.0%               |
| August 7, 2016                  | 2.0%               |
| August 6, 2017                  | 2.0%               |



**PRINT MEDIA LLC**

**WAGE SCALE 10**

JTC 0021 - ADMINISTRATIVE REPORTS  
CLERK

JTC 0975  
Directory  
Clerk

Weekly Wage Rates

| Wage Length | End of    | End of | End of | End of | End of | End of | End of | End of | End of |
|-------------|-----------|--------|--------|--------|--------|--------|--------|--------|--------|
| of Service  | 6th Month | 12th   | 18th   | 24th   | 30th   | 36th   | 42nd   | 48th   |        |
| Start       | Month     | Month  | Month  | Month  | Month  | Month  | Month  | Month  | Month  |

**Zone A**

|          |        |        |        |        |        |        |        |          |          |
|----------|--------|--------|--------|--------|--------|--------|--------|----------|----------|
| 12/02/15 | 556.20 | 598.43 | 643.24 | 690.01 | 742.63 | 797.74 | 857.99 | 921.33   | 990.86   |
| 08/07/16 | 567.32 | 610.40 | 656.10 | 703.81 | 757.48 | 813.69 | 875.15 | 939.76   | 1,010.68 |
| 09/01/16 | 605.52 | 651.08 | 699.84 | 750.76 | 807.96 | 867.92 | 933.48 | 1,002.40 | 1,078.04 |
| 08/06/17 | 617.63 | 664.10 | 713.84 | 765.78 | 824.12 | 885.28 | 952.15 | 1,022.45 | 1,099.60 |

Pension Band      Zone A – 106

**Wage Scale 14**

JTC 9174- Sales Team Support Clerk  
JTC 3372- Special Clerk - Directory  
JTC 9500- Special Clerk - NYPS

Weekly Wage Rates

| Wage Length | End of    | End of | End of | End of | End of | End of | End of | End of | End of |
|-------------|-----------|--------|--------|--------|--------|--------|--------|--------|--------|
| of Service  | 6th Month | 12th   | 18th   | 24th   | 30th   | 36th   | 42nd   | 48th   |        |
| Start       | Month     | Month  | Month  | Month  | Month  | Month  | Month  | Month  | Month  |

**Zone A**

|          |        |        |        |        |        |        |        |          |          |
|----------|--------|--------|--------|--------|--------|--------|--------|----------|----------|
| 12/02/15 | 584.01 | 627.79 | 673.62 | 723.58 | 776.62 | 834.82 | 896.10 | 962.02   | 1033.60  |
| 08/07/16 | 595.69 | 640.34 | 687.09 | 738.05 | 792.15 | 851.51 | 914.02 | 961.26   | 1,054.28 |
| 09/01/16 | 635.40 | 683.03 | 732.90 | 787.25 | 844.96 | 908.28 | 974.96 | 1,046.68 | 1,124.56 |
| 08/06/17 | 648.10 | 696.70 | 747.60 | 803.00 | 861.90 | 926.40 | 994.50 | 1,067.60 | 1,147.10 |

Pension Band      Zone A  
– 108

**PRINT MEDIA LLC**

**WAGE SCALE 22**

JTC 9117- Artist

Weekly Wage Rates

| Wage Length   | End of       | End of | End of | End of | End of | End of   | End of   | End of   | End of   |
|---------------|--------------|--------|--------|--------|--------|----------|----------|----------|----------|
| of Service    | 6th Month    | 12th   | 18th   | 24th   | 30th   | 36th     | 42nd     | 48th     |          |
| Start         | Month        | Month  | Month  | Month  | Month  | Month    | Month    | Month    | Month    |
| <b>Zone A</b> |              |        |        |        |        |          |          |          |          |
| 12/02/15      | 621.09       | 671.56 | 726.67 | 784.86 | 848.72 | 917.73   | 991.89   | 1,073.26 | 1,159.78 |
| 08/07/16      | 633.51       | 684.99 | 741.20 | 800.56 | 865.69 | 936.08   | 1,011.73 | 1,094.73 | 1,182.98 |
| 09/01/16      | 675.75       | 730.66 | 790.61 | 853.93 | 923.41 | 998.49   | 1,079.18 | 1,167.71 | 1,261.84 |
| 08/06/17      | 689.26       | 745.27 | 806.42 | 871.01 | 941.88 | 1,018.46 | 1,100.76 | 1,191.06 | 1,287.08 |
| Pension Band  | Zone A - 111 |        |        |        |        |          |          |          |          |

**COMPANY/UNION TRIALS**

Dear Ms. Crawford:

This letter will confirm the commitment between ***Print Media LLC*** and the Communications Workers of America regarding trials during the life of this Agreement.

Using mutual gains / interest based bargaining techniques the parties commit to enhancing the partnership and create opportunities to improve the business through trials.

Either party may identify a trial opportunity and bring it to the other party for consideration. The Company and Union, at the bargaining level, will participate in the development and implementation of any such trial. A trial that has been determined to leave a positive impact on customer use/satisfaction, revenue growth, product enhancement, or employee satisfaction may be considered for implementation in other areas or company wide, as appropriate. The parties agree that any permanent change must be bargained and agreed to by the company and the union.

The Company and Union, at the bargaining level, will review the overall compensation level of the group of employees involved in a trial to determine if the aggregate payout of the trial canvass was negatively affected by the trial and whether an adjustment to compensation is appropriate.

Any initiative that is developed through the trial process will not lead to layoffs or surplus during the life of this agreement.

Sincerely,

Dennis M. Morgan  
Director – Labor Relations

## **CONTINUOUS BARGAINING**

The parties agree to establish a Continuous Bargaining process for the duration of this agreement. This process will build on the structure and Mutual Gains problem solving methods used in standing bargaining. It will meet as needed, by mutual agreement.

The committee will be comprised of six regular members, three Company and three Union, chaired by the respective collective bargaining agents. If mutually agreed, both the Company and the Union may select additional members. The parties may discuss any topic that is a subject of collective bargaining. By way of example, such topics could include:

- x Issues identified but not resolved during previous formal contract negotiations.
- x Issues that need to be addressed before the next scheduled contract negotiations.
- x Proposals from the Council for Continuous Improvement that require negotiations of an agreement.

The parties affirm that they will conduct their meetings to solve problems and will promote continual improvement in collective bargaining. The parties agree, however, that modifications to the Working Agreement will require the normal method of implementing the changes through Memoranda of Agreement or ratification.

## **MONITORING AND RECORDING**

The Company and the Union recognize that the ability to monitor customer contacts and record customer calls, when done in the spirit of trust and respect, are valuable tools that benefit both the customer and the employee. In an effort to improve employee development, feedback, and training opportunities, as well as provide accurate and efficient service and courteous treatment of our customers, the parties have agreed to the following:

1. Monitoring and recording will not be used to harass an individual or group of employees in the workplace nor will it be used to create an atmosphere of pressure in the workplace.
2. Monitoring may be conducted from a remote location, generally within the workplace. The employees will be advised when remote monitoring will take place. When remote monitoring is performed, feedback will be provided as soon as practicable, generally no later than the end of the next business day.
3. The employee may also request additional monitoring in a side-by-side format. When side-by-side monitoring is performed, feedback will be provided immediately.
4. ***The Company, or employee, can initiate recordings of customer calls.***
  - x Recordings may be required in certain circumstances. For example:
    - o the recording of the “close of sale” in telephone sales for additional confirmation of the agreement and a resource when determining whether or not a requested billing adjustment is warranted.
  - x The recording may be reviewed by management and feedback will be provided as soon as practicable, generally no later than the end of the next business day.
  - x No discipline will be taken as a result of call recording, ***except in the case of gross misconduct.***

**Recording in Customer Care & Collections:**

- x For the purpose of coaching & developing, the company can initiate recordings of customer calls.
  - o Recordings can not be used for performance evaluations
  - o Recordings can not be used for disciplinary action, ***except in the case of gross misconduct.***
  - o The number of recorded calls can not exceed the number of monitored calls per month
- x Employees may initiate an improvement process of coaching & development which would include monitoring and recording. This would result in a delay of the first step of discipline (Counseling) for 3 months. If satisfactory performance is achieved, no discipline will take place.
  - o 50% of monitored calls must be recorded
  - o Recordings cannot be used for performance evaluations o  
The recording of the final “agreement/understanding” for customer care and collections may serve as an additional resource and confirmation of the agreement in the settlement of a complaint.
  - o No discipline will be taken as a result of call recording, ***except in the case of gross misconduct.***

Personal calls made on either telephones provided for personal use of the employee or at a workstation will not be subject to monitoring or recording.

The primary intent of monitoring and recording is to provide better development and training opportunities for our employees.

**PLACE OF REPORTING ALLOWANCE**

The Company and the Union recognize that Company sponsored one day events such as kickoffs, meetings, training, etc. can create some unique circumstances when it comes to causing a temporary change in the place of reporting.

When these events are sponsored by the Company and require employees to report to a temporary location, non-exempt employees may be directed to report directly to the temporary place of reporting and receive an allowance of \$9.00 or an allowance equal to the round trip mileage reimbursement from their permanent place of reporting to the temporary location, whichever is greater.

**PERSONAL PAID TIME**

Dear Ms. Crawford,

In 1989, the parties negotiated Personal Paid Time (PPT) which allows employees to take paid time off for such things as “medical and/or doctor’s visits for self and family members”. In the 1998 bargaining session the parties discussed the contractual requirement that PPT had to be used for absences eligible for PPT until it was exhausted and before any such absences would be coded a non-pay code (e.g., “h” code) and the impact of this requirement after the introduction of the Family Medical Leave Act (FMLA). Subsequently, the Company agreed to modify its policy and allow employees to use a non-pay code instead of PPT for an appropriate FMLA absence if they so desired. In the 2008 Continuous Bargaining session, the parties have agreed that an employee who has initially chosen to be coded “h” for an absence that he/she thinks may be eligible under FMLA may change the code for that absence to PPT, to the extent that it is available, if that absence is subsequently denied FMLA. This request to change the code to PPT must be made to the supervisor within 10 business days of the notification to the employee of the denial of FMLA. Once a change to the original code has been made no subsequent changes shall be made.

This Letter of Understanding is effective for the life of this Agreement.

Sincerely,

Dennis M. Morgan

Director – Labor Relations



**August 21, 2012**

**Mr. M.M. Smith  
CWA Staff Representative  
3516 Covington Highway  
Decatur, GA 30032**

**Re: Movement of Work of Non-Sales Employees**

**Dear M.M.:**

***In making decisions regarding contracting out bargaining unit work performed by Non-Sales employees (to include all bargaining unit employees not directly selling advertising, for the purposes of this letter, “employees”), the movement of such employees’ work, and/or consolidation of work (collectively “Movement of Work”) currently performed by such employees, it is management’s objective to consider carefully the interests of both customers and employees along with all other considerations essential to the management of the business. For various reasons including, but not limited to, law, regulations, changing industry structure, and economic and business conditions, it is not possible to make specific commitments on Movement of Work.***

***The Company shall have the right to Move Work when it has determined that such a move may result in improvements in cost, quality, speed, or efficiency. The only limitation to this right is that the Company shall not move work from the bargaining unit, to be performed by another party within the same facility from where the work was moved.***

***Following the Company’s decision to Move Work, as defined in this letter, the Company shall provide notice of impending layoffs, as required under Article 7 of the collective bargaining agreement. Following execution of a general waiver and release that is acceptable to the Company, any employee laid off as a direct result of Movement of Work, shall be entitled to receive the Displaced Employee Severance and Benefits (“DESB”) set forth below:***

**Part IX**

- x ***The Company shall amend the YP Holdings, LLC Pension Plan, as the successor to the AT&T Pension Benefit Plan – Southeast Program (for employees hired on or before August 8, 2009), in order to permit eligibility for full retirement for the employees subject to this letter who will be at least 50 years old and, but for their displacement from employment due to Movement of Work, would have had 25 years of continuous employment prior to December 31, 2014.***
- x ***Severance enhancement equal to an additional 33% of that provided in the table under Article 8.03(B) of the 2009 CWA/Bellsouth Advertising and Publishing Corporation Agreement, based upon the employee's years of service.***
- x ***Three (3) months additional post-termination medical coverage for employees with at least one year of service, for a total of up to nine (9) months of coverage following separation from employment, provided the employee has not obtained other medical coverage during that period, in which case the employee shall notify the Company and such post-termination medical coverage shall cease.***

***This letter governs all Movement of Work of Non-Sales employees and shall supersede all other provisions of the collective bargaining agreement that may conflict with the terms herein. YP and the CWA agree that each party has fully and completely satisfied their legal, contractual, and bargaining obligations regarding Movement of Work. Further, with the agreement on the above DESB, the parties agree that effects bargaining has been satisfied in the event of such employee displacement.***

***Very truly yours,***

***Dennis Morgan  
Directory – Labor Relations***

**MEMORANDUM OF AGREEMENT  
REGARDING MUTUAL VALUES**

***YP Holdings, LLC (“Company”), and the Communications Workers of America, District 3 (“CWA”), for and in consideration of the mutual promises set forth herein, enter into this Memorandum of Agreement Regarding Mutual Values (“Agreement”), this 20th day of August, 2012.***

**Statement of Core Values.**

***The Company and the CWA recognize that it is in the best interests of both parties, employees and customers that all dealings between them be characterized by high standards of integrity, mutual responsibility, respect, and cooperation. Accordingly, both parties are committed to ensuring that their respective representatives at all levels will comply with the specific terms of this Agreement, will treat representatives of the other party with respect, and will conduct themselves in a manner consistent with the intent and meaning of this Agreement.***

***The long-term success of the Company and the CWA are dependent upon meeting the needs of our customers, embracing technological change and competing aggressively in the marketplace. The Company must continually improve efficiency to ensure its ability to be competitive and to prosper. The CWA’s goal of growing membership and improving job security is linked to the Company’s business success.***

***The parties desire to eliminate as much as possible the perceptions of “winning” or “losing” regarding union representation and related campaign issues. The parties understand there is a risk that union organizing activities and related conduct may affect their relationship. The parties agree that the best ways to protect their relationship are: (a) to announce plans for a CWA organizing campaign and/or a CWA showing of interest signature solicitation campaign in advance; (b) to ensure informed employee choice free from fear, threats, intimidation and misrepresentation; and, (c) to ensure a fair and reasonable process for determining whether or not employees choose to be represented by the CWA. The CWA and the Company agree that the decision whether or not***

**Part X**

*to be represented by a union belongs exclusively to the employee and not to the CWA or the Company. The purpose of this Agreement is to establish, encourage, and nurture an environment which protects an employee's informed and free choice.*

**Mutual Obligations and Commitments**

*To fulfill these goals, the Company and the CWA agree to certain values, obligations and procedures. In fulfilling these commitments, the CWA and the Company agree to conduct themselves pursuant to the following guidelines during a union organizing campaign:*

*Above all else, the CWA and the Company agree to communicate with employees in a manner that does not unlawfully threaten, intimidate or harass those employees. In referring to the other party, the CWA and the Company will refer to each other by name. To avoid any ill will, no untruthful or defamatory references will be made about either party or their representatives. In an election campaign, the CWA and the Company agree not to use any third party persuaders to directly communicate with Company employees. So as to preserve the employees' ability to make long term versus short term decisions that are in their own best interests, the CWA and the Company agree that no benefits will be promised by either party to influence employees to support or to reject union representation and that no misrepresentations will be made to employees of the facts and circumstances surrounding their employment. The CWA and the Company agree that such campaigns will be free from employee threats, intimidation or misrepresentations. Consistent with the purposes of this Agreement, the parties agree that employees will be allowed to freely and knowingly decide whether or not to sign a union card and, ultimately, whether or not they wish to have union representation. In a joint effort to expedite fulfilling the desires of employees regarding union representation, the parties also commit to facilitate, and not unreasonably impede, any National Labor Relations Board ("NLRB") proceedings relating to a union representation election occurring pursuant to this Agreement.*

*As part of the election process, the parties will select an Umpire who will oversee the election process described below and resolve disputes relating to that election process. The CWA and the Company agree to deal candidly and in good faith with the Umpire. Additionally, the parties agree*

**Part X**

*not to communicate with the Umpire outside of each other's presence. In the interest of maintaining the highest levels of integrity, trust and mutual responsibility, the CWA and the Company agree to fully cooperate with the Umpire and to be bound by the Umpire's decisions.*

*To facilitate their mutual commitment to this Agreement, the parties agree to promptly train their representatives on the core values, mutual obligations and commitments and the election process set out in this Agreement.*

**Expedited Election Process**

*The Company and the CWA agree that it is in the interests of both parties and employees to adopt an election process that will allow employees to make a fully informed and free choice about union representation. To that end, and effective [ratification date of agreement], should the CWA seek to organize the then unrepresented employees of Company, the CWA and the Company will exclusively follow the election process set out in this Agreement.*

*The expedited election process will begin with the CWA sending a written notice of its intention to engage in organizational activity to the Company's Director of Human Resources. The notice will include a description of the proposed bargaining unit. Upon receipt of the notice, the CWA and the Company will appoint an Umpire authorized to promptly and finally resolve all representation disputes pursuant to this Agreement. The Umpire will be selected from a list of individuals (who have appropriate expertise) compiled by the Company. The Umpire may fashion appropriate remedies pursuant to the Labor Management Relations Act ("LMRA" or "the Act") and cases decided under the Act.*

*Also upon receipt of the notice, the CWA and the Company will confer in good faith and attempt to agree on the scope and the composition of the bargaining unit. If they do not reach agreement, the CWA and the Company will refer the issue for hearing by the Umpire, who will make a final decision based on the geographical scope and composition of bargaining units existent between the Union and Company. The Umpire will issue the final decision in writing within five days after the issue is presented.*

**Part X**

***Once the scope and the composition of the bargaining unit are determined, the Company will provide CWA with an Excelsior list containing the names and home addresses of the employees who will be included in the bargaining unit. The CWA will be afforded up to a ninety (90) day period in which to solicit signatures from employees who will be included in the bargaining unit, on a petition or cards designating the CWA as their collective bargaining representative, and requesting a secret ballot election. To promote an environment of openness and trust, the CWA and the Company will also share with each other all written campaign information distributed to unit employees. At the end of that up to ninety (90) day period, the cards that the Union has obtained will be submitted to the Umpire. The Umpire will then determine: (1) whether the signatures are authentic and were obtained during the ninety (90) day period; and, if so, (2) whether at least 50% of the eligible employees populating the bargaining unit signed cards (or an equivalent petition) and thereby expressed interest in proceeding with a secret ballot election. The Umpire will make this decision in writing within forty-eight (48) hours after the cards are submitted. If the Umpire decides that both conditions have not been met, then, consistent with NLRB rules the CWA would be barred from seeking to represent the same employees for six (6) months from the date of the Umpire's decision.***

***If the Umpire determines that both conditions have been satisfied, the CWA will promptly file an Election Petition with the NLRB, followed by a Consent Election Stipulation executed by the CWA and the Company. Also, to substantially eliminate the possibility of a challenged ballot, the CWA and the Company will review the Excelsior list and agree on the eligibility of employees to vote in the election. If the CWA and the Company cannot agree on eligibility, then the Umpire will resolve the dispute by following the LMRA and cases decided under the Act. The Umpire will decide this issue in writing within twenty-four (24) hours after the issue is presented.***

***The secret ballot election will be conducted by the NLRB. The CWA must receive a majority (fifty percent (50%) plus 1) of the votes cast. If the election is conducted and there is a majority (fifty percent (50%) plus 1) of all employees casting votes in favor of CWA representation as certified by the NLRB, then the Company shall recognize the CWA and commence bargaining in good faith within thirty (30) days pursuant to the***

**Part X**

***LMRA. If the CWA does not receive a majority (fifty percent (50%) plus 1) of the votes cast, it cannot seek another election involving the same employees for a twelve (12) month period from the date of the election.***

***All objections to the election, including objections to conduct during the election, must be referred to the Umpire within forty-eight (48) hours of the election. If there are objections, the Umpire shall conduct a hearing on the objections and issue a written decision within forty-eight (48) hours after receiving the objections. The Umpire's decision will be made pursuant to the LMRA and cases decided under the Act, and will be binding on the CWA and the Company (as would all such decisions made by the Umpire), though any decisions by the Umpire shall be subject to enforceability at the NLRB, including but not limited to a Board order requiring the parties to re-run an election, or the union to disclaim interest.***

**Scope and Duration of Agreement**

***The terms of this Agreement are applicable beginning at ratification. The parties agree that no proposed bargaining unit shall include professional, confidential, managerial, guards or supervisory employees as defined by the LMRA and rulings under the Act. If two (2) or more unions attempt to organize the same employees at the same time, whether or not the proposed units are identical, this Agreement (and all of its provisions) shall be inapplicable.***

***Should any provision of this Agreement be deemed unlawful or unenforceable by the NLRB or any court of competent jurisdiction, the remaining provisions shall remain in full force for the duration of this Agreement.***

***This Agreement remains in effect from August 10, 2015 until August 12, 2018.***

**August 21, 2012**

**Mr. M.M. Smith  
CWA Staff Representative  
3516 Covington Highway  
Decatur, GA 30032**

**Re: Pension Roll-over**

**Dear M.M.:**

**To the extent permissible by law, and provided that such transaction will not jeopardize the tax or other legal status of the YP Holdings LLC Pension Fund (“Fund”), nor cause the Fund to incur excessive additional costs, the Fund shall permit Employees covered by the CWA District 3 collective bargaining agreement to roll-over vested benefits into a qualified plan, beginning on or after January 1, 2013.**

**Very truly yours,**

**Dennis Morgan  
Director – Labor Relations**



All bargained employees shall be eligible for the same benefits and costs therefore, as are offered to Print Media's non-bargained employees. The only exception to this shall be that bargaining unit Employees selecting a high deductible plan for the benefit plan year commencing in April 2016, shall receive an employer-funded HSA in the following amount, for that plan year only:

HSA for HDHP 2016-2017 Plan Year Only

|                               |       |
|-------------------------------|-------|
| Single/Single plus +1         | \$400 |
| Single plus child(ren)/Family | \$800 |

All other benefits and costs during the 2016-2017 plan year shall be the same as are offered to Print Media's non-bargained employees.

Print Media shall provide the Union with an overview of each year's benefit offerings at least thirty (30) days in advance of the beginning of annual Open Enrollment. Provided the Union requests a meeting within fifteen (15) days after receiving such overview, the parties shall meet and discuss the new benefit offerings. At that meeting, the Union shall be provided an opportunity to ask questions about the new benefits and to offer possible benefit alternatives. The Company shall have the right to accept or reject such proposed alternatives.

Commencing with the 2017-2018 benefit plan year, and subsequent years, all benefits and costs, including employer-funded HSAs, shall be identical to those offered to Print Media's non-bargained employees.

### **Special Christmas Week Days Off**

As agreed upon in bargaining, the Company will give bargaining unit employees three (3) days off during the Holiday Week between Christmas and New Year's in 2015, 2016 and 2017 as follows:

- December 28th, 29th, 30th and 31st in 2015, (Company holiday designated as Christmas Eve in the contract book will be moved from Dec 24th to Dec 28th
- December 26th, (Christmas Observed) 27th, 28th, 29th, and 30th in 2016, (Company holiday designated as Christmas Eve in the contract book will be moved from Dec 24th to Dec 29th
- December 26th, 27th, 28th and 29th in 2017 (Company holiday designated as Christmas Eve in the contract book will be moved from Dec 24th to Dec 29th)

## **“CONTINUOUS IMPROVEMENT COUNCIL**

The Continuous Improvement Council (“Council”) will be made up of Represented employees and Management representatives from each department within Print Media (“PM”). The Council will address issues and anticipated issues within the work units to ensure an optimal working environment and provide constructive feedback to the management team. This council will accomplish this by obtaining feedback from employees within these work units in the form of “Continuous Improvement Statements” (“CIS”). CIS will be presented to the Local Council on a monthly basis, or as the Local Council meets.

### **SELECTION OF THE LOCAL CONTINUOUS IMPROVEMENT COUNCIL MEMBERS:**

The Represented employees of the Local Council will be made up of members from the individual work units who have volunteered to be selected. Represented Volunteers and Management will be selected by such criteria as job function, job performance, knowledge of job functions and processes, etc. when applicable. The final decision of Council members will be at the mutual discretion of the Union Representative designated by the Local and the Director – Publishing and Design.

### **TWO TYPES OF CONTINUOUS IMPROVEMENT COUNCIL MEETINGS AND FREQUENCY:**

The two types of Continuous Council Meetings will consist of the Local Continuous Improvement Council Meeting and the Senior Management Council.

The Local Continuous Improvement Council Meetings will be held on a monthly basis, or as is deemed necessary through mutual agreement of the Union Representative designated by the Local and the Director – Publishing and Design. These meetings will address the issues and anticipated issues presented in the CIS.

Senior Management Meetings will be held Semi-Annually and will consist of the Union Representative designated by the Local, the Local Union President, Director – Publishing and Design, VP – Human Resources and VP - Operations. These meetings will cover information and processes discussed and/or implemented by the Local Continuous Improvement Council.

It is agreed and understood that no conclusions nor recommendations generated at either Local or Senior Improvement Councils shall be implemented without agreement by PM. Any agreements to implement conclusions or recommendations of the Councils shall be considered temporary and may be changed by PM upon notice to the Union. Further, the Continuous Improvement process shall not modify or add to the collective bargaining agreement between PM and the Union, unless specifically agreed to by the parties in writing.