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**AGREEMENT  
BY AND BETWEEN  
VERIZON WIRELESS  
and  
COMMUNICATIONS WORKERS OF AMERICA  
Effective  
AUGUST 02, 2008 THROUGH AUGUST 06, 2011**

## TABLE OF CONTENTS

	PAGE
INTRODUCTION.....	2
ARTICLE 1 MANAGEMENT RIGHTS .....	3
ARTICLE 2 RECOGNITION.....	4
ARTICLE 3 GEOGRAPHIC JURISDICTION.....	5
ARTICLE 4 TEMPORARY EMPLOYEES/STUDENT CO-OP PROGRAMS AND INTERNS .....	6
ARTICLE 5 AGENCY SHOP.....	7
ARTICLE 6 PAYROLL DEDUCTION OF UNION DUES .....	8
ARTICLE 7 PROBATIONARY PERIOD.....	9
ARTICLE 8 HOURS/OVERTIME.....	10
ARTICLE 9 WAGES .....	11
WAGE TABLE .....	12
ARTICLE 10 SHIFT DIFFERENTIAL/SUNDAY DIFFERENTIAL .....	13
ARTICLE 11 CALL OUT PAY.....	14
ARTICLE 12 STANDBY.....	15
ARTICLE 13 SHORT TERM INCENTIVE PROGRAM.....	16
ARTICLE 14 PROMOTION WAGE TREATMENT.....	17
ARTICLE 15 WORK IN OTHER JOB TITLES.....	18
ARTICLE 16 VACATION .....	19
ARTICLE 17 HOLIDAYS .....	21
ARTICLE 18 PERSONAL DAYS.....	22
ARTICLE 19 WORK SCHEDULES.....	23
ARTICLE 20 WELFARE BENEFITS.....	24
ARTICLE 21 RETIREMENT BENEFITS.....	25
ARTICLE 22 COMPANY POLICIES .....	26
ARTICLE 23 DISCHARGE/DISCIPLINE .....	27
ARTICLE 24 CONTRACTING OF WORK .....	28
ARTICLE 25 TEMPORARY ASSIGNMENT TO WORK INSIDE THE JURISDICTION .....	29
ARTICLE 26 GRIEVANCE PROCEDURE.....	30
ARTICLE 27 ARBITRATION .....	32

## **TABLE OF CONTENTS**

(continued)

	<b>PAGE</b>
<b>ARTICLE 28 NO STRIKE/NO LOCKOUT .....</b>	<b>34</b>
<b>ARTICLE 29 ADMISSION TO PREMISES.....</b>	<b>35</b>
<b>ARTICLE 30 BULLETIN BOARDS.....</b>	<b>36</b>
<b>ARTICLE 31 INSPECTION OF EMPLOYEE RECORDS .....</b>	<b>37</b>
<b>ARTICLE 32 NON-DISCRIMINATION .....</b>	<b>38</b>
<b>ARTICLE 33 COLLECTIVE BARGAINING.....</b>	<b>39</b>
<b>ARTICLE 34 COPIES OF CONTRACT .....</b>	<b>40</b>
<b>ARTICLE 35 FEDERAL, STATE AND LOCAL LAWS .....</b>	<b>41</b>
<b>ARTICLE 36 TRAINING COMMITTEE .....</b>	<b>42</b>
<b>ARTICLE 37 SAFETY.....</b>	<b>43</b>
<b>ARTICLE 38 ABSENCE FOR UNION BUSINESS .....</b>	<b>44</b>
<b>ARTICLE 39 PROMOTIONS AND TRANSFERS OF UNION REPRESENTATIVES .....</b>	<b>45</b>
<b>ARTICLE 40 LAYOFF AND RECALL .....</b>	<b>46</b>
<b>ARTICLE 41 DURATION .....</b>	<b>47</b>
<b>SIGNATURE PAGE.....</b>	<b>48</b>
<b>LETTER OF AGREEMENT CONCERNING VDT EYE PROGRAM .....</b>	<b>49</b>
<b>LETTER OF AGREEMENT CONCERNING IPO PARTICIPATION .....</b>	<b>50</b>

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## **INTRODUCTION**

This Agreement is made and entered into by and between Cellco Partnership d/b/a Verizon Wireless (hereafter the “Employer”) and the Communications Workers of America (hereafter the “Union”). No entities other than Verizon Wireless and Communications Workers of America shall be liable for the performance of this Agreement.

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## **ARTICLE 1**

### **MANAGEMENT RIGHTS**

Subject to applicable law, all rights possessed by the Employer prior to the recognition of the Union, which rights are not governed by a clear and explicit term of this Agreement, are reserved and retained by the Employer.

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## **ARTICLE 2**

### **RECOGNITION**

The Company recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment for a unit consisting solely of full-time and regular part-time employees reporting to the New York Regional Network Director/Operations, who are employed in the job titles of Field Engineer/Cell, Field Engineer/Switch, Field Engineer/Plant Maintenance and Inventory Specialist, and are employed in the New York Network Operations Group to work at Mobile Switching Centers or cell sites. All other employees of the Employer in other job titles, supervisory employees, confidential employees, managerial employees, professional employees, and guards are excluded from this recognition and excluded from the bargaining unit.

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**ARTICLE 3**  
**GEOGRAPHIC JURISDICTION**

This Agreement is limited in its application to bargaining unit work performed by covered titles at covered work sites, if any, in the counties of Putnam, Rockland, Westchester, Suffolk, Nassau, New York, Bronx, Queens, Kings and Richmond within the State of New York.

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#### **ARTICLE 4**

##### **TEMPORARY EMPLOYEES/STUDENT CO-OP PROGRAMS AND INTERNS**

1. Temporary employees are not full-time or regular part-time employees, but may nevertheless be assigned to perform bargaining unit work (*i.e.* work regularly performed by covered titles within the Agreement's geographic jurisdiction). Work performed by such persons shall not be covered under the terms of this Agreement. However, any such work performed by a temporary employee for a period in excess of thirty (30) days in any elapsed six (6) month period shall be covered under the terms of this Agreement. The number of temporary employees during any period shall not exceed 10% of the bargaining unit.

2. Students in co-op programs and interns are not full-time or regular part-time employees, but may nevertheless be assigned to perform bargaining unit work (*i.e.* work regularly performed by covered titles within the Agreement's geographical jurisdiction). Work performed by such persons shall not be covered by the terms of this Agreement. However, each student in a co-op program and each intern may perform bargaining unit work for a period not in excess of one hundred and fifty (150) days so long as when doing such work, they are assigned to an employee in the unit and so long as the performance of such work does not diminish the existing work opportunities of employees in the unit.



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**ARTICLE 5**  
**AGENCY SHOP**

1. Each employee covered by this Agreement shall, as a condition of continued employment, become a member of the Union beginning on the thirty-first (31<sup>st</sup> day of employment or on the thirty-first (31<sup>st</sup> day from the execution date of this Agreement, whichever is later.

2. Notwithstanding paragraph 1, an employee shall be permitted not to join the Union provided that the employee, effective on the thirty-first (31<sup>st</sup> day of employment or on the thirty-first (31<sup>st</sup> day from the execution date of this Agreement, whichever is later, tenders to the Union an amount equal to a non-member's fee (as defined by applicable law), not to exceed union dues uniformly required as a condition of membership.

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## **ARTICLE 6**

### **PAYROLL DEDUCTION OF UNION DUES**

1. The Employer shall deduct from the employee's pay union dues payable by such employee to the Union, provided that in advance thereof the employee has provided to the Employer a signed authorization in a form mutually agreed upon by the Employer and the Union. Such authorization may be revoked by the employee at any time by written notice to the Employer and the Union.

2. The amount of Union dues shall be determined by the Union and certified to the Employer by the Union in writing.

3. The Union shall indemnify and hold the Employer harmless against all claims, damages, costs and expenses of any kind (including attorneys' fees) arising out of or in connection with the Employer's application of and compliance with this Article.

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## **ARTICLE 7**

### **PROBATIONARY PERIOD**

All employees except Inventory Specialists shall be subject to a probationary period during the first nine (9) months in title. Inventory Specialists shall be subject to a probationary period during the first six (6) months in title. During the probationary period, an employee may be discharged, demoted or disciplined for any reason, without recourse, and such discharge, demotion or discipline shall not be subject to ARTICLE 27 Arbitration, of this Agreement.

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**ARTICLE 8**  
**HOURS/OVERTIME**

1. The standard work week consists of forty (40) hours in a seven (7) day period. Hours worked, up to forty (40) hours in a week shall be paid at the employee's straight time hourly rate. Hours worked in excess of forty (40) hours in a week shall be paid for at time and one half the employee's straight time hourly rate, except that hours worked in excess of 51 shall be paid at double time. The computation of hours worked shall include time worked plus all other paid time off with the exception of time covered under the Short Term Disability Plan. If all of the employee's regularly scheduled forty (40) hours include an amount for shift differential, then the employee's regular straight time rate, including the shift differential, shall be used for the calculation of the employee's overtime rate.

2. There shall be no compounding of one overtime rate on another overtime rate.

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## **ARTICLE 9**

### **WAGES**

1. Effective August 2, 2008, August 2, 2009 and August 2, 2010, each employee employed in a bargaining unit position as such shall be advanced to the next step of Wage table 1 for the appropriate occupational classification.

2. Effective August 2, 2008, the pay of switch technicians at the top step of the wage table shall be increased by one thousand dollars (\$1,000) and shall be part of the Wage Table.

3. Any employee hired into the bargaining unit during the term of this Agreement shall be assigned by the Employer, in its discretion, to an annual salary listed on one of the steps of Wage Table 1 corresponding to the date of hire for the appropriate occupational classification.

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**Wage Tables**

<b>Switch</b>			
<b>Step</b>	<b>8/2/2008</b>	<b>8/2/2009</b>	<b>8/2/2010</b>
0	\$49,246	\$50,970	\$52,881
1	\$52,439	\$54,274	\$56,309
2	\$55,801	\$57,755	\$59,920
3	\$59,335	\$61,411	\$63,714
4	\$63,097	\$65,306	\$67,754
5	\$67,143	\$69,493	\$72,100
Top	\$75,962	\$78,621	\$81,569

<b>Cell/Plant</b>			
<b>Step</b>	<b>8/2/2008</b>	<b>8/2/2009</b>	<b>8/2/2010</b>
0	45,257	46,841	48,597
1	48,563	50,262	52,147
2	52,154	53,979	56,003
3	55,972	57,931	60,103
4	59,905	62,001	64,326
5	64,351	66,603	69,100
Top	72,475	75,012	77,825

<b>Inventory</b>			
<b>Step</b>	<b>8/2/2008</b>	<b>8/2/2009</b>	<b>8/2/2010</b>
0	\$34,883	\$36,104	\$37,458
1	\$38,359	\$39,702	\$41,191
2	\$41,210	\$42,653	\$44,252
3	\$43,432	\$44,952	\$46,638
4	\$48,597	\$50,298	\$52,184
Top	\$49,891	\$51,637	\$53,574

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## **ARTICLE 10**

### **SHIFT DIFFERENTIAL/SUNDAY DIFFERENTIAL**

1. Shift Differential – All regular, full-time employees who work on a regularly scheduled shift which begins 3:00 p.m. or after, shall be paid a ten (10%) percent shift differential for the employee's entire shift, provided that a minimum of three (3) hours is worked within the hours of 6:00 p.m. and midnight. Notwithstanding the foregoing, all regular full-time employees who work on a regularly scheduled shift which begins or ends between 12:00 midnight and 6:00 a.m. shall be paid a fifteen (15%) percent shift differential for the employee's entire shift, provided that a minimum of three (3) hours is worked within the hours of 12:00 midnight and 6:00 a.m.

2. Sunday Differential – Time worked on a Sunday by an employee whose regularly scheduled shift includes work on a Sunday shall be paid for at 135% of the employee's straight time hourly rate.

3. Eligible employees shall receive both the Sunday and shift differential, but there shall be no compounding of rates.

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**ARTICLE 11**  
**CALL OUT PAY**

Field Engineers who leave their residence and proceed to a cell or switch as a result of a call out shall be paid from the time they depart their residence until the time they return following problem resolution/escalation. Field Engineers who remain at their residence to respond to a trouble condition shall be paid for actual time worked, but no less than two hours of pay for all cumulative responses in a day. Time spent during the actual call out shall be reflected on the employee's time sheet for that week and shall be paid pursuant to ARTICLE 8, Hours/Overtime.



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## **ARTICLE 12**

### **STANDBY**

1. Qualified employees may be assigned on a rotational basis to a standby assignment. This assignment will begin on Friday at 5:00 p.m. and continue for seven (7) consecutive days ending on the following Friday at 5:00 p.m. During this assignment, the employee will be available for call outs for all hours outside of his/her regular work schedule.

2. The employee on standby assignment will be paid a flat rate of two hundred (\$200) dollars for one week of standby duty. This payment shall be in addition to any call out pay that may be due under ARTICLE 11, Call Out Pay. In the event that similarly situated employees receive an increase in call out pay during the term of this Agreement, the increase shall apply to bargaining unit members on the same terms.

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## **ARTICLE 13**

### **SHORT TERM INCENTIVE PROGRAM**

1. Employees in the bargaining unit shall be eligible to participate in the Verizon Wireless Short Term Incentive Program, except that the target incentive for bargaining unit employees shall be 7% of base salary. The terms of the Program, the conditions of the Program, the standards of the Program and their application to individual bargaining unit employees shall not be subject to ARTICLE 26, Grievance Procedure and ARTICLE 27, Arbitration.

2. Notwithstanding the foregoing, an employee may request in writing that the immediate supervisor of the employee's supervisor review the amount of the employee's short term incentive payment. The decision of the supervisor's supervisor shall be final and shall not be subject to ARTICLE 26, Grievance Procedure and ARTICLE 27, Arbitration.

**ARTICLE 14****PROMOTION WAGE TREATMENT**

1. In the event an employee in the job title of Field Engineer/Cell or Field Engineer/Plant Maintenance is promoted to Field Engineer/Switch, the Employer shall assign the promoted employee to the same step in the wage progression of the new job title that the employee occupied in his/her former title, but in no event, shall the promoted employee be paid an annual salary less than the employee earned prior to the promotion.

2. In the event an employee in the job title Inventory Specialist is promoted to either Field Engineer/Cell, Field Engineer/Plant Maintenance or Field Engineer/Switch, the Employer shall assign the promoted employee to the starting step in the wage-progression of the new job title, but in no event shall the promoted employee be paid an annual salary less than the employee earned prior to the promotion.

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## **ARTICLE 15**

### **WORK IN OTHER JOB TITLES**

1. In the event an employee in one job title covered by the Agreement is assigned, on a temporary basis, to another job title covered by the Agreement, which is a higher job title, and such assignment continues for not less than 30 consecutive work days (which shall not be broken by paid vacation days, paid holidays or regular days off), then that employee shall be paid, commencing from the 31<sup>st</sup> work day of such assignment, in the same manner as would a promoted employee under ARTICLE 14, Promotional Wage Treatment. An assignment to work in a higher job title under this provision shall mean that during each day of work the employee is called upon to perform and performs all of the core functions and duties of the job.

2. In the event an employee in one job title covered by the Agreement is assigned, on a temporary basis, to another job title covered by the Agreement, which is a lower job title, then the employee shall continue to be paid at the employee's existing rate of pay for the duration of the assignment.

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## ARTICLE 16

### VACATION

1. All regular, full-time and part-time employees shall be eligible to accrue paid vacation based on their amount of service with the Employer.

2. Employees are eligible to accrue paid vacation as follows:

(a) The year in which the employee will have completed the following:

<u>Years of Service</u>	<u>Annual Vacation</u>
Two (2) years but less than three (3) years	Eligible to accrue ten (10) working days
Three (3) years but less than ten (10) years	Eligible to accrue fifteen (15) working days
Ten (10) years but less than Fifteen (15) years	Eligible to accrue twenty (20) working days
Fifteen (15) years or more	Eligible to accrue twenty-five (25) working days

(b) New employees shall be eligible for five (5) working days vacation upon the completion of six (6) months of service. Additional vacation days shall be earned at the rate of one (1) day after each additional completed month of service, to a maximum of five (5) additional days in the same calendar year in which the employee completed six (6) months of service. On January 1 of the following year, the employee shall begin earning vacation according to the regular vacation schedule.

3. Employees covered by 2(a) above shall accrue annual vacation over the course of the calendar year at the rate of 1/10 of their annual vacation commencing on the 16<sup>th</sup> day of each of the first ten (10) months of the year, (the first 1/10 of annual vacation is accrued on January 16). Notwithstanding the foregoing, such employees may take in excess of the amount of annual vacation actually accrued, subject to the prior approval of their manager. In the event an employee has taken vacation in excess of the amount of annual vacation actually accrued and is separated from employment during that calendar year, then the pay the employee has received for any vacation in excess of annual vacation actually accrued, shall be deducted from the employee's final paycheck.

4. Employees scheduled to work less than forty (40) hours per week shall have their vacation entitlement prorated based on the percentage of hours worked in relation to a regular, forty (40) hour work week.

5. Carry Over – Fifty (50%) percent of an employee's annual vacation entitlement may be carried over to the following calendar year, but unless taken prior to June 30, shall be forfeited; no employee may carry over vacation days to June 30 unless first granted permission by the employee's manager, which permission shall not be denied so long as said carry over does not interfere with normal business operations.

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## **ARTICLE 17**

### **HOLIDAYS**

1. Each year employees shall receive the following seven (7) holidays:

New Year's Day

Thanksgiving Day

Memorial Day

The Day after Thanksgiving Day

Independence Day

Christmas Day

Labor Day

Part-time employees shall be eligible to receive those holidays which fall upon their regularly scheduled workday.

2. When a holiday falls on a Saturday, the preceding day shall be the observed holiday and when a holiday falls on a Sunday, the following day shall be the observed holiday.

3. Time Worked on a Company Observed Holiday – Employees who are required to work on a holiday shall, in addition to their holiday pay, be paid a premium equivalent to one and one-half times their hourly rate for up to 8 hours worked. Employees who are required to work beyond the normal work day shall be compensated at two and one-half times the hourly rate for all such hours worked beyond the normal workday. Time worked on a holiday must be authorized in advance by the employee's manager. When the day upon which a holiday is observed occurs on a regularly scheduled workday, employees shall be excused to the extent the business permits.

4. An observed holiday occurring during an employee's vacation will be treated as a holiday and not as a vacation day.

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**ARTICLE 18**  
**PERSONAL DAYS**

1. Personal days are provided to full-time employees in order for them to conduct personal business or for other personal reasons. After one month of employment, full-time employees are eligible for a maximum of seven (7) personal days in accordance with the following schedule:

<u>Date of Hire</u>	<u>Number of Personal Days</u>
Prior to January 1 of current year	Seven (7)
January 1 through March 31 of current year	Five (5)
April 1 through June 30 of current year	Four (4)
July 1 through September 30 of current year	Three (3)
October 1 through November 30 of current year	Two (2)
December 1 through December 31 of current year	none (0)

2. Personal days not taken within the current calendar year or not taken prior to separation from service shall be forfeited. Prior to taking a personal day the employee shall first receive prior approval from the employee's manager.



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**ARTICLE 19**  
**WORK SCHEDULES**

1. Work schedules are subject to revision by the Employer to the extent that its needs require. An employee's work schedule and any schedule changes shall be provided to the employee as promptly as possible. Work schedules shall not be revised in an arbitrary manner. Before implementing a schedule change which gives an employee less than one (1) week's notice for shifts beginning at 10:00 P.M. or after, the Employer shall attempt to fill the revised schedule first with volunteers. If there are no volunteers, employees will be assigned on a rotational basis (by work group). The Employer retains the right to pass over employees in the rotation who have less than six (6) months of service.

2. By the 21<sup>st</sup> of each month, the Employer shall provide the following month's work schedule electronically to each employee in a manner determined by the Employer.

3. Work schedules shall be made available to the Union on request. The Employer shall make space available to Switch employees who wish to post paper copies of the schedules.

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## **ARTICLE 20**

### **WELFARE BENEFITS**

1. Employees in the bargaining unit shall be covered by all Verizon Wireless Welfare Benefit Plans in the same manner as such plans from time to time apply to similarly situated employees (defined herein as other Verizon Wireless employees working in New York and New Jersey).

2. The Union shall be notified of any changes in advance of their implementation.

3. This Article shall not be subject to ARTICLE 26, Grievance Procedure, and ARTICLE 27, Arbitration.

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## **ARTICLE 21**

### **RETIREMENT BENEFITS**

1. Employees in the bargaining unit shall be entitled to participate in the Verizon Wireless Savings and Profit Sharing Retirement Plan ("Plan") that covers similarly situated employees (defined herein as other Verizon Wireless employees working in New York and New Jersey).

2. The Employer may change or modify the Plan subject to the requirements of this Section 2, provided that the change or modification applies to all similarly situated employees covered by the plans generally. The Employer shall provide the Union and the employees with sixty (60) days advance written notice of any such change or modification and may thereafter implement such change or modification if the Union does not request to bargain, the parties bargain to impasse, or the parties reach an agreement on such change or modification.

3. All disputes arising in connection with this Article or the Plan referred to in this Article, except a dispute as to whether the Employer is in compliance with Section 2 above, are specifically excluded from ARTICLE 26, Grievance Procedure, and ARTICLE 27, Arbitration, of this Agreement.

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## **ARTICLE 22**

### **COMPANY POLICIES**

Employees in the bargaining unit shall be subject to the following Employer policies: Military Leave, Death in the Immediate Family, Rest and Recuperation, Expenses, Travel, Safety, Vehicle, Absence, FMLA, Code of Business Conduct, Employee Tuition Reimbursement, Severance and Adoption.

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## **ARTICLE 23**

### **DISCHARGE/DISCIPLINE**

After an employee's probationary period under ARTICLE 7, Probationary Period, has been served, no employee may be discharged, demoted or disciplined except for just cause. In the event any such employee is discharged, suspended or demoted, the Employer shall notify the Union within ten (10) calendar days thereafter. In the event the Union is so notified, the discharge shall not be subject to grievance or arbitration unless the Union shall object thereto in writing within twenty (20) days after the date set forth on the Employer's notification to the Union. Just cause under this Article shall include but shall not be limited to insubordination, fighting, theft, use or possession of a controlled substance, violation of the Employer's rules, codes or policies, theft of Employer services, false claims submitted to the Employer, and the Employer's judgment, exercised in good faith, that an employee's skill, ability, performance or attendance are unsatisfactory. The inclusion of a particular example of just cause shall not by implication be interpreted as excluding just cause of a greater or lesser severity or nature.

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## **ARTICLE 24**

### **CONTRACTING OF WORK**

Contracting shall be defined as the performance of otherwise covered work in facilities not covered by the Agreement or by bona fide independent contractors and/or the employees of bona fide independent contractors either on the Employer's facilities or outside of its facilities. Contracting is permissible so long as it does not cause, currently and directly, layoffs, part-timing or downgrading of present employees.

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## ARTICLE 25

### TEMPORARY ASSIGNMENT TO WORK INSIDE THE JURISDICTION

In cases of emergency or in the unforeseen circumstances, any non-bargaining unit employee who has been regularly employed by the Employer for a minimum of three (3) months may be assigned to perform bargaining unit work (*i.e.* work performed by covered titles within the Agreement's geographic jurisdiction). Work performed by such an employee shall not be covered by the terms of this Agreement, provided that such assignment does not exceed a total of thirty (30) days in any six (6) month period. In the event that under this provision an assignment becomes covered by the terms of this Agreement, the employee may be transferred back to his/her original non-covered assignment without restriction. The Employer shall be required to notify the Union of any non-covered assignment under this provision which exceeds five (5) consecutive work days and such non-covered assignment shall not diminish the existing work opportunities of employees in the bargaining unit. The number of non-bargaining unit employees performing such work during any period shall not exceed 10% of the bargaining unit.

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## ARTICLE 26

### GRIEVANCE PROCEDURE

1. Neither the Employer nor the Union, including employees covered by this Agreement, shall attempt to bring about the settlement of any issue by means other than this grievance procedure and, where applicable the provisions of ARTICLE 27, Arbitration. These procedures shall be the sole and exclusive means of adjusting a grievance as defined in Section 2 below.

2. A grievance shall be defined as any matter involving the interpretation or application of any provision of this Agreement, but shall not include those matters specifically excluded by this Agreement from the grievance procedure of this Article or ARTICLE 27, Arbitration.

3. All grievances shall be presented in writing specifying the conduct complained of, the contract provision allegedly violated and the remedy requested. A grievance must be presented within sixty (60) calendar days after the action or failure to act complained of occurred, except that a grievance with respect to a discharge must be presented within twenty (20) days of the date of notice of the discharge referred to in ARTICLE 23, Discharge/Discipline. Failure to submit a grievance within such periods or failure to process a grievance within the time periods set forth in Step One or Step Two shall preclude any further action on the grievance. The steps of the grievance procedure shall be as follows:

Step One – The grievance shall be submitted in writing by the Union to an aggrieved employee's immediate supervisor. If the Union and the employee's immediate supervisor, after discussion, are not able to settle the grievance within ten (10) working days of its submission, the Union shall submit the grievance in writing to Step Two within ten (10) working days thereafter. If the grievance involves a discharge, the Union, at its option may initially submit the grievance at Step Two.

Step Two – Upon timely submission, the Executive Director, New York



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Network and the Union's Business Agent, or their designated representatives, shall attempt to settle the grievance. If the grievance is not settled within ten (10) working days of its submission to Step Two, the Union shall submit the grievance in writing to Step Three within ten (10) working days thereafter.

Step Three – Upon timely submission, the Executive Director of Employee Relations for the Company and a representative of the national Union, or their designated representatives, shall attempt to settle the grievance. If they are not able to settle the grievance within twenty (20) working days of the Step Two submission, the grievance may be submitted to arbitration in accordance with ARTICLE 27, Arbitration, of this Agreement.

4. Only the Union or the Employer may submit a grievance to arbitration under ARTICLE 27, Arbitration, of this Agreement. The time periods set forth herein may be extended by a written agreement between the Union and the Employer.

5. Unless otherwise required by law or lawful authority, the Company shall pay the Shop Steward, at his/her base rate of pay, for time within his/her scheduled tours which is not worked but which is spent in attendance at first step or second step grievance reviews with management. If the grievant is an individual employee, he/she shall be released from duty, with pay, to the extent necessary, to attend a first and/or second step grievance review with management.

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## **ARTICLE 27**

### **ARBITRATION**

1. Except as otherwise provided in this Agreement, any grievance not resolved after completing the grievance procedure set forth in Article 26 may be submitted by the Union to arbitration by forwarding written notice thereof to the Employer or by the Employer to arbitration by forwarding written notice thereof to the Union. In the event the Union does not so submit the grievance to arbitration within thirty (30) calendar days of the expiration of the twenty (20) day period allotted to settle a Step Three grievance, then such grievance shall be permanently barred and all further processing of the grievance shall be precluded.

2. (a) The parties will attempt to agree upon a mutually acceptable Arbitrator. If they have been unable to agree upon an Arbitrator within ten (10) calendar days after receipt of a written notice of intention to arbitrate from the Union, the parties shall immediately proceed to select an Arbitrator in accordance with the rules of the American Arbitration Association.

(b) Hearings and post-hearing activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. If either party wishes to submit a post-hearing brief, it will do so within thirty (30) days of receipt of transcript of the hearing, unless the parties agree otherwise.

(c) The Arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement. The decision of the Arbitrator shall be final and binding on the Union, any affected employee(s) and the Employer. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator shall be borne equally by the parties.

3. If the grievance involves a discharge or disciplinary action, and the Arbitrator finds that the discharge or disciplinary action was without just cause, a back pay award, if any, shall be reduced by all interim earned income, unemployment compensation or termination pay.

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4. Any arbitration case which has not been scheduled for hearing by the parties within twelve (12) months of the date of initial receipt by the Employer of the demand for arbitration, will be considered to have been finally disposed of unless the Employer and the Union mutually agree in writing to extend the time period.

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## ARTICLE 28

### NO STRIKE/NO LOCKOUT

1. Neither the Union nor any employee shall cause, sanction, encourage, or take part in any strike, walkout, sickout, picketing, work stoppage, sympathy strike, slowdown or any other interference with the conduct of the Employer's operations. As an example of prohibited conduct, the Union shall not establish a picket line at any locations of the Employer on account of, or in respect to a dispute by the Union with Verizon Communications, Inc., or its subsidiaries. The Employer shall not engage in any lockout. Any violation of this Section 1 shall entitle the Employer or the Union, as the case may be, in addition to any other remedies, to immediate injunctive relief from a court of competent jurisdiction, against any such activities.

2. In the event any employee causes, sanctions, encourages, or takes part in any activities referred to in paragraph 1 above, the Employer, in addition to any other remedies, shall be entitled to impose discipline, up to and including discharge, upon any such employee.

3. In the event any employee causes, sanctions, encourages, or takes part in any activities referred to in paragraph 1 above, the Union shall, at the request of the Employer, and within one (1) hour thereof, notify the employee by telephone, and by fax or telegram, that such activities are unauthorized and in violation of this Agreement, that he/she is required immediately to cease such activities, and that he/she is subject to discipline, up to and including discharge, for engaging in such activities. Conformance by the Union with the requirements of this paragraph 3 shall not absolve the Union of any liability for breach of Section 1 above.

YMS M/A

## **ARTICLE 29**

### **ADMISSION TO PREMISES**

A duly authorized representative of the Union and the Shop Steward shall be admitted to the Employer's premises where bargaining unit work is performed for the purpose of verifying the performance of this Agreement, provided that (1) he/she provides reasonable advance notice to the New York Regional Network Director-Operations of his/her desire to be so admitted together with the date and time thereof; (2) that he/she informs a designated representative of the Employer upon arriving thereat; and (3) that he/she conforms to the Company's rules and regulations, and does not unreasonably interfere with the performance of work.

MA

ym7

**ARTICLE 30**  
**BULLETIN BOARDS**

At the Mobile Switching Centers located in Whitestone (Queens County), Mineola (Nassau County), West Nyack (Rockland County), Manhattan (New York County) and any other switching location that may be established in the geography covered by this Agreement to which bargaining unit employees are regularly assigned, the Employer shall provide a Bulletin Board set aside for the exclusive use of the Union. Only one authorized representative of the Union for each of the above Mobile Switching Centers (designated in advance to the Employer by the Union in writing) shall be permitted to post material thereon. Only factual/non-controversial/non-derogatory official Union communications, on Union letterhead or Union masthead, and relating to the bargaining unit, shall be posted. The Employer shall have the right to remove material it deems not in conformance with this Article and shall promptly advise the Union that it has done so.

*YML MPA*

## **ARTICLE 31**

### **INSPECTION OF EMPLOYEE RECORDS**

Once each year an employee may, upon written request to the Employer, inspect the appraisals of his/her performance as an employee, or entries on his/her personnel record with respect to absence or tardiness. The Employer shall designate the place and the time during regular business hours that the inspection shall take place and the employee, may upon advance written notice, be accompanied by a representative of the Union.

MFA

umf

## **ARTICLE 32**

### **NON-DISCRIMINATION**

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

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



*yms MJA*

## **ARTICLE 33**

### **COLLECTIVE BARGAINING**

1. All collective bargaining on rates of pay, wages, hours, and other terms and conditions of employment shall be conducted by the duly authorized representatives of the Union and by the duly authorized representatives of the Employer. The collective bargaining committees for the Union and for the Employer shall not exceed four (4) members each.

2. Any meetings for collective bargaining shall be held upon request of either party at a time and place agreeable to both parties, and each party agrees to keep the other informed in writing of the names of their respective collective bargaining representatives.

3. The Employer shall pay, at their basic weekly wage rates for up to the equivalent of one (1) regular tour per day and no more than the equivalent of five (5) regular tours per week, employees who are members of the Union's collective bargaining committee for time which is not worked, but which is spent in attendance at meetings with management in bargaining for a collective bargaining agreement.

MFA

Ym3

**ARTICLE 34**  
**COPIES OF CONTRACT**

Effective with this Agreement, the Employer shall provide a copy of this collective bargaining agreement to each member of the bargaining unit.

*MLA*

*YMA*

**ARTICLE 35**

**FEDERAL, STATE AND LOCAL LAWS**

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

ymf m/A

## **ARTICLE 36**

### **TRAINING COMMITTEE**

Recognizing the common interest of the parties in developing a training plan, it is agreed to establish a Committee of two (2) individuals from the bargaining unit and two (2) from local management. The Committee will be chaired by the NY Director of Operations or his or her designee.

The purpose of the Committee will be to –

- Examine the technical training available
- Determine what other kinds of technical training would be useful
- Consider the timing and sequence of technical training

The Committee shall not formulate policy or arrive at binding decisions or agreements but rather shall be charged with the responsibility to develop facts and recommendations so that the Company can make well informed decisions regarding the matters covered by this provision.

The Committee will meet quarterly, or less frequently if mutually agreed.

ymf MHA

## **ARTICLE 37**

### **SAFETY**

Safety is a concern to the Company and the Union. The Company shall make reasonable provisions for the safety of its employees in the performance of their work in compliance with the applicable Federal, State and Local laws. The Director and/or the Executive Director of Network Operations will conduct employee skip level meetings at least once every three months to discuss safety issues with employees.

ymf M/A

## **ARTICLE 38**

### **ABSENCE FOR UNION BUSINESS**

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

m/ha

JMS

## **ARTICLE 39**

### **PROMOTIONS AND TRANSFERS OF UNION REPRESENTATIVES**

1. The Company shall give the Local Union not less than fourteen (14) calendar days written notice of any proposed promotion or transfer of an Officer, Chief Steward, Steward, or member of the Executive Board.
2. The Local Union shall keep the Company currently advised in writing of the names of the representatives set forth above.

*gmg mha*

## **ARTICLE 40**

### **LAYOFF AND RECALL**

1. Members of the bargaining unit shall participate in the Company's Severance Pay Plan, applied in the same way as it is applied to similarly situated employees. Bargaining unit status shall not be a basis for denying benefits under the Plan.

2. When the Company determines that a reduction in the workforce is necessary, layoffs shall take place within the workgroup in inverse order of seniority, subject to the employees' skills, experience, and ability to perform the remaining work in the event of a reduction in force.

3. The Company's decision to reduce the work force shall not be subject to ARTICLE 26, Grievance Procedure, and ARTICLE 27, Arbitration. The Company's decision with respect to which employees to lay off and the application of the recall procedure shall be subject to ARTICLE 26, Grievance and ARTICLE 27, Arbitration.

4. A laid off employee shall receive severance pay as provided in the Verizon Wireless Severance Plan. If a laid off employee is subsequently reinstated as a result of the grievance and arbitration procedure, the severance pay shall be returned to the Company.

5. An employee who has been laid off and who files an application for employment will be considered prior to off-street applicants for vacancies for which he/she qualifies for a period of two (2) years from the date of the layoff.



ymg mla

## **ARTICLE 41**

### **DURATION**

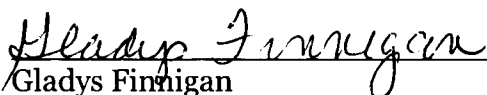
1. This Agreement shall (except as otherwise expressly provided herein) become effective on August 02, 2008.

2. This Agreement shall remain in effect through August 06, 2011. However, this Agreement may be extended from time to time beyond its expiration date by mutual agreement in writing of the representatives of the Company and the Union.

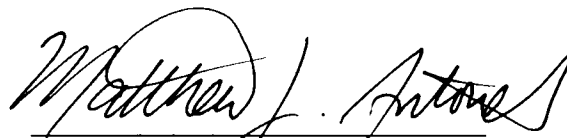
M/A

IN WITNESS WHEREOF, the authorized representatives of CWA and Verizon Wireless have executed this Collective Bargaining Agreement as of the 23<sup>rd</sup> day of October, 2008.

COMMUNICATIONS WORKERS  
OF AMERICA, AFL-CIO

  
Gladys Finnigan

CELLCO PARTNERSHIP d/b/a  
VERIZON WIRELESS

  
Matthew J. Antonek  
Executive Director, Human  
Resources

COMMUNICATIONS WORKERS  
OF AMERICA, LOCAL 1101

  
James J. Trainor

## **LETTER OF AGREEMENT CONCERNING VDT EYE PROGRAM**

During bargaining the parties discussed the possibility of a vendor supplying free VDT eye glasses to Verizon Wireless employees. The Company will explore this possibility and will discuss its findings with the Union.

ymz m/A

**LETTER OF AGREEMENT CONCERNING IPO PARTICIPATION**

**IN THE EVENT THAT VERIZON WIRELESS OFFERS AN INITIAL PUBLIC OFFERING (IPO) OF VERIZON WIRELESS STOCK, AND/OR VERIZON COMMUNICATIONS ISSUES A WIRELESS TRACKING STOCK RELATING TO VERIZON WIRELESS, MEMBERS OF THE BARGAINING UNIT SHALL BE ENTITLED TO RECEIVE AN EQUAL AMOUNT OF STOCK GRANTS, STOCK OPTIONS, OR ANY OTHER BENEFIT, COMPENSATION OR ITEM OF VALUE RELATED TO THE IPO OR THE ISSUANCE OF TRACKING STOCK AS RECEIVED BY SIMILARLY SITUATED EMPLOYEES OUTSIDE THE BARGAINING UNIT.**