

AGREEMENT

between



COMMUNICATIONS
WORKERS
OF
AMERICA

and

VERIZON
SOUTH,
INC.
(Kentucky)

Effective June 4, 2006
(June 4, 2006 through June 4, 2011)

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ARTICLES OF AGREEMENT
BETWEEN
VERIZON SOUTH, INC. - KENTUCKY
AND
COMMUNICATIONS WORKERS OF AMERICA

THIS AGREEMENT entered into this 4th day of June 4, 2006, between VERIZON SOUTH, INC. - Kentucky, sometimes hereinafter referred to as the "COMPANY" and COMMUNICATIONS WORKERS OF AMERICA, sometimes hereinafter referred to as the "Union" or "Bargaining Agency."

WITNESSETH:

WHEREAS the Company and the Union solemnly agree that it should be the duty of the parties to strive at all times to administer their respective affairs as they relate to each other by the most fair and just manner possible, and,

WHEREAS the parties realizing the above, agree that it is the duty of their respective officers, agents, employees and members to conduct themselves in an honorable manner that will be conducive to good relationships between the parties and that will tend to be beneficial to the welfare of the Company, the Union, its members and the public which they jointly serve.

NOW, THEREFORE, in consideration of the covenants and terms herein contained, the parties agree as follows:

ARTICLE 1
RECOGNITION

Section 1. Verizon South, Inc. - Kentucky, does hereby recognize Communications Workers of America as an agency having the exclusive right to bargain with said Company on all matters relative to rates of pay, wages, hours of employment, and other conditions of employment for all employees performing bargaining unit work in the Lexington Kentucky LiveSource Center or performing bargaining unit work associated with the maintenance of the toll switch, but excluding employees who perform non-bargaining unit duties performed by non-represented or management employees, Independent Contractors, Contractors and/or Agents and their Helpers, all confidential employees, all non-operating employees, guards, and other professional and supervisory employees as defined in the Labor-Management Relations Act of 1947, as amended.

Section 2. This Agreement shall be binding upon the successors and assigns of the Company, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or reorganization or assignment of the Company or by any change of any kind in the legal status, ownership or management, thereof.

ARTICLE 2 DEFINITIONS

BASIC RATES, WAGES, PAY - The rates of pay exclusive of all differentials, premium, or other extra payments.

CALENDAR WEEK - A consecutive period of seven (7) days, the first day of which is Sunday.

CALL-OUT -

- A. A call of an employee to perform non-scheduled work for the Company.
1. If the time worked immediately follows and connects (as defined below) with regularly scheduled time, it shall not be considered a call-out.
 2. If the time worked immediately precedes and connects (as defined below) with regularly scheduled time, it shall not be considered a call-out.

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

CERTIFIED UNION REPRESENTATIVES - Are those representatives who are certified in writing to the Company by an International Union Representative.

COMMON PLACE OF REPORTING - Where used in this Agreement shall mean the same building location.

CONTINUOUS SERVICE - Is service from last date of employment or re-employment.

D-DAY - A dedicated day off that will rotate from Monday through Saturday.

DAY TOUR - A tour which falls wholly within the period from 7 a.m. to 7 p.m.

DIFFERENTIAL PAY - An additional payment for certain responsibilities of positions provided for elsewhere in this Agreement.

ESSENTIALLY THE SAME TYPE OF WORK - Where used in this contract, except Article 19, this phrase is meant to include all work operations performed by employees who regularly interchange and/or relieve each other on work assignments within the same work group, for example, DA to Toll, DA to Wireless, Toll to Wireless and any other combination thereof.

EVENING TOURS - Evening tours are those tours of duty which end after 7 p.m.

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

GENDER - Whenever the masculine gender is used it is intended to include female employees, where applicable.

HEADQUARTERS - An exchange designated by the Company as being the place of employment for a particular employee or employees and on which exchange the employee's basic wage rate is established.

HOLIDAY WORK - Any work which begins on an authorized holiday.

IMMEDIATE FAMILY - Within the meaning of this contract, shall be defined as consisting of wife, husband, daughter, son, mother, father, brother, sister, grandmother, grandfather, aunt, uncle, grandmother-in-law, grandfather-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren or other relatives regularly living in the household of the employee. A recognized domestic partner and above listed family members of domestic partners will be considered immediate family.

NET CREDITED SERVICE - The employee's length of service with the Company or any predecessor or associated company including any bridged periods of previous service with the same, associated, or predecessor companies.

When a person works continuously for a period of six months, after one or more breaks in the continuity of his previous service, all previous periods of service shall be bridged and credited to the employee's net credited service except breaks which occur prior to the completion of six months of continuous service shall not be bridged. Net credited service for part-time employees shall be determined by the accumulation of the actual hours worked as they relate to the normal work week.

NEW EMPLOYEE - A "new employee" is one who joins this bargaining unit from off the street, as opposed to a transfer in from a Verizon South, Inc. An employee transferring in from other than a Verizon South, Inc. would be a new employee.

NIGHT TOUR - Night tours are those tours of duty which start at or after 9 p.m. and prior to 5 a.m.

NON-SCHEDULED DAY - A day on which an employee is not assigned or scheduled to work.

NORMAL WORK DAY (TOUR) - A normal work day is eight (8) hours and may be assigned on any of the days in a calendar week.

NORMAL WORK WEEK - A normal work week shall consist of five tours or their equivalent in tours or part tours worked in a calendar week. This does not constitute a guarantee of a normal work week.

OVERTIME RATE, PAY - Overtime rate of pay is one and one-half (1 ½) times the basic rate of pay, plus such other differential and premium increments as required under the terms of the Fair Labor Standards Act as amended.

PART-TIME EMPLOYEE - An employee who is normally scheduled to work less than the number of hours in the normal work week. If the number of hours of work for part-time employees are not equal, an attempt will be made to offer the greater number to part-time employees in order of their seniority.

PART-TIME EMPLOYEE BENEFIT CALCULATION - Those benefits that relate to the average number of hours worked (e.g. short-term disability, vacation pay, holiday pay, death in the family, jury duty, union business etc.) will be based on the normal hours worked during the past four weeks. For this purpose only, the calculation of average hours worked will include any vacation, holiday and disability time paid. If for any reason the hours worked during past four weeks is outside of the employees' customary hours worked, the average hours worked during previous three months will be used.

PART-TOUR - A work assignment of less length than the normal tour or work day.

PREMIUM PAY - Is the amount in addition to basic rates which an employee is paid for working evening or night hours, Sundays, and Holidays.

PROMOTION - Reassignment to a job having a higher maximum rate or top basic rate. Transfer from a lower rate to a higher rated exchange where the job classification or work assignment is not changed is not a promotion. Reassignment to a different job having the same maximum, or top basic rate, is not a promotion.

REGULAR EMPLOYEE - One whose employment is reasonably expected to continue for more than one (1) year. Temporary employees are not considered regular employees.

REGULAR RATES, WAGES, PAY - Basic pay plus any differential pay.

SCHEDULED HOURS - Hours falling within an employee's scheduled tour.

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

SENIORITY - As used herein shall mean the period of net credited service accumulated by an employee, except:

- a. an employee who has previous bargaining unit seniority acquired while a member of this bargaining unit or another bargaining unit with a reciprocal seniority agreement, will be credited with all accrued seniority at the time he/she enters this bargaining unit,
- b. an employee who has no previous bargaining unit seniority will have no accrued seniority credited at the time he/she enters this bargaining unit,
- c. an employee who is from another bargaining unit without a reciprocal seniority agreement, will have none of his/her seniority in that unit credited at the time he/she enters this bargaining unit.

SERVICE EMERGENCIES - When used in this contract shall mean that period of time or condition when, in the opinion of management, service to the public is or would be impaired unless temporary measures are applied in an expedient manner.

SERVICE REQUIREMENTS - As used in this Agreement means the requirements that are necessary to provide adequate and satisfactory telephone service to telephone subscribers.

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 for full-time employees shall not be less than three (3) hours.

SPLIT TOUR - A normal tour where the time interval between the end of the first session and the beginning of the second session is more than one (1) hour.

SUNDAY WORK - Any work or tour which begins on a Sunday.

TECHNOLOGICAL DISPLACEMENTS - Any regular employee shall be considered displaced by a technological change when his services shall no longer be required as a result of a change in Plant or equipment, or a change in a method of operation diminishing the total number of employees formerly required to supply the same service to the Company or its subscribers, and shall not include layoffs caused by business conditions, variations in subscribers' requirements or other temporary or seasonal interruption of work.

TEMPORARY EMPLOYEE - One whose term of employment is not intended to last more than one (1) year, or who is engaged for a specific project involving a period of time of more than a year.

TRAVEL TOUR - Is the time that is required for an employee to travel from one exchange to another without stopping at intermediate points. Such travel tours are of a duration necessary to travel by public, company or private (when authorized by the Company) transportation, whichever will accomplish the most expedient, safe and economical means of traveling between any two designated points or exchanges.

WAGE LENGTH OF SERVICE - (Wage Experience Credit) - is the period credited to an employee in the application of the wage schedule for his job classification. The wage length of service does not accumulate beyond the number of months at which an employee attains the maximum for his job. 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 the service accumulated thereafter.

WORK DAY - The period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any tour or call-out is part of the work day on which such tour or call-out begins. Pay for work which starts at or after 12:00 midnight preceding the day and before midnight ending the day shall be at the rate prescribed for that day.

