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HOLIDAY PROVISIONS

FOR

TELEPHONE INSTALLATION WORKER AND RELATED CLASSIFICATIONS

IN

DEL NORTE, INYO, MONO, SAN BERNARDINO, AND SANTA BARBARA COUNTIES

AGREEMENT

between

GTE California Incorporated

and

Communications Workers of America

Effective March 18, 1996 thru
March 13, 1999

UNION LABEL

TABLE OF CONTENTS

Subject	Article	Section	Page
Absences			
Bargaining and Grievance Meetings	11	2	16-17
Elections	21	1	34
Excused — Personal Reasons	24	5	40-41
Excused — Service Demands	18	1.1	28
Excused — Union Business	43	2,2.1	78
Excused — Vacations	22	5	36
Holiday Pay	23	2,4,5,6	36-38
Jury Duty and Witness Subpoena	36	1,2	68,69
Leaves of Absence and Excused Time	24	1,5	38-41
Sickness and Accident, Death in Immediate Family	32	1,3.2	54,58
Allowances			
Car Fare			82
Layoffs	9	2	13
Lodging, Meals, and Travel Expense	25	1-12	41-45
Transfer	26	1-6	46-47
Arbitration			
Grievances Subject to	12	1	17
Grievances Not Subject to	12	2	17
Procedure	13	1-6	21-23
Bargaining Agent		1	1

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Subject	Article	Section	Page
Progressive Wage Increase	28	3	51
Regular Hours	18	1	28
Temporary Disability Assignment	28	2.5	51
Temporary Relief Work	28	2.4	51
Transferred — Health Reasons	28	2.2	50
Transferred — Superannuation, Disability	28	2.3	50-51
Transferred — Time Off	26	1.1	46
Transferred — Wage Rate	28	2	49-51
Vacations	22	1	34-35
Wage Credit Previous Job Classification	28	2.1.1	49-50
Wage Credit Rescinded	28	2.1	49

Weather (See Inclement Weather)

AGREEMENT

RECOGNITION AND DURATION

This Agreement is made and entered into this 18th day of March, 1996, by and between GTE California Incorporated, hereinafter referred to as "Company," and the Communications Workers of America, hereinafter referred to as "Union." It is agreed that: R

1. The Company recognizes the Union as the collective bargaining agent for all hourly-paid employees, excluding all other employees (professional employees, managerial employees, guards, supervisors as defined in the Act, and confidential employees as agreed to by the parties), during the life of this Agreement for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment pursuant to National Labor Relations Board Certification, dated September 13, 1967.

   1.1 The Company agrees to provide in the contract of sale or assignment of its business or any portion thereof, should this occur, that the purchaser or assignee shall be bound by all of the contract rights under this collective bargaining Agreement.

2. Should any valid Federal or State law or 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 this Agreement shall continue in full force and effect.

approve the employee's first selection for vacation. However, if, because of work requirements, the employee is unable to take the first selection, the supervisor will provide an alternate vacation schedule from which selection will be made.

On his own request any employee shall be granted an excused absence without pay of not more than ten (10) days immediately preceding or following his vacation, provided that such excused absence does not interfere with the needs of the service and does not affect the scheduling of vacation of any other employee or employees.

ARTICLE 23
HOLIDAYS

Subject to the following provisions the legal holidays listed below or the day which they are observed locally will be recognized by the Company:

New Year's Day
President's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
Four (4) Personal Holidays 12

Unless otherwise provided herein, a regular or temporary employee not working on a holiday will receive one (1) day's pay at his normal straight time rate, exclusive of shift or temporary or relief supervisory differentials, if he works his last unexcused scheduled session preceding the holiday and his first unexcused scheduled session following the holiday.

3. An employee may select any days within the calendar year except Sunday to observe the four (4) Personal Holidays. The Holidays in this Section 3 are subject to the following selection procedures.

   3.1 The employee will give at least thirty (30) days notice to his supervisor of the day or days on which he intends to observe the holiday. Such time limit may be waived by supervisory approval.

   3.2 If an employee selects a day or days to observe as the holiday which, because of work requirements, would not be available, or if two (2) or more employees in the same work group select the same day or days, the employees will choose alternate available day or days in order of seniority.

   3.3 If any holiday for which an employee is eligible to take under this Section 3 provision is not selected by October 15 of each calendar year, Management will designate the day or days to be observed.

   3.4 An employee will be eligible for four (4) Personal Holidays following the completion of three (3) months of employment.

4. Unless otherwise provided herein, a regular part-time employee, not working on a holiday, will receive pay for the number of hours for which he would have been scheduled to work had the day not been a holiday, if he works the last unexcused scheduled shift preceding the holiday and works his first unexcused scheduled shift following the holiday.

5. An employee who is scheduled to work on a holiday but fails to report for work and is unexcused will not receive payment for the holiday.

6. If a holiday falls on a normal workday which is a vacation day, the employee will be given an additional day of vacation at the beginning or end of his vacation or a day's pay in lieu thereof at his option. Holidays which fall on normal working days within a leave of absence will be counted as workdays and will not be recognized for pay purposes. (See Article 24 for maximum excused absences.)

7. When a Sleep Day and a holiday coincide. only holiday pay will apply.

8. Employees who work on holidays will receive, in addition to the holiday pay provided for in this Article 23, time and one-half at the basic rate for hours worked.

9. Phone Mart employees will receive an additional Floating Holiday or straight-time pay in lieu of the day after Thanksgiving Holiday unless scheduled off on the day after Thanksgiving Holiday. The additional Floating Holiday is to be scheduled following Thanksgiving Day up to and including December 31st of the calendar year. The additional Floating Holiday is subject to the eligibility requirements set forth in Section 3 of this Article. R

ARTICLE 24
LEAVES OF ABSENCES FOR PERSONAL REASONS

1. Regular employees who have completed twelve (12) months of credited service may be permitted to take leaves of absence from active employment for personal reasons, but a leave of absence is a provision which may be granted to employees and not a right to which they are entitled.

   1.1 A leave of absence in no way guarantees reinstatement to active employment; however, if the employee on leave of absence notifies the local employment office in writing that he is ready to return to work in his previous work location and classification, no additional help will be placed in that classification at that location until that employee has been offered reemployment.

   The employee will keep the local employment office notified of his current mailing address at all times. In the event an employee refuses an offer or fails to respond within ten (10) days of mailing the offer, the Company will have no further reemployment obligations to the employee.

   1.2 Regular employees will be granted a leave of absence without pay, service requirements permitting, for a period up to six (6) calendar months.

      1.2.1 Regular employees who are pregnant will be granted maternity leaves of absences in accordance with all other terms and conditions of this Article.

   1.3 An employee who has been granted a leave of absence and is unable to return to work at the end of the leave of absence may have an additional leave of absence not to exceed six (6) months.

   1.4 If the employee is unable to return to work due to illness at the end of the second leave of absence period, a third leave of absence not to exceed six (6) months will be granted upon certification by the Company Medical Director.

      1.4.1 If an employee who qualifies for a leave of absence for personal medical reasons notifies the local employment office in writing that he is ready and able to return to work, he may, if there is no vacancy in his previous work location and classifica-