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HOLIDAY PROVISION

FOR

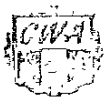
TELEPHONE INSTALLATION WORKER

IN

ALAMEDA, ALPINE, BUTTE, CALAVERAS, CONTRA COSTA, COLUSA, EL DORADO, FRESNO, GLENN, HUMBOLDT, IMPERIAL, KERN, KINGS, LAKE, LASSEN, LOS ANGELES, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, ORANGE, PLACER, PLUMAS, RIVERSIDE, SACRAMENTO, SAN BENITO, SAN DIEGO, SAN FRANCISCO, SAN JOAQUIN, SAN LUIS OBISPO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, VENTURA, YOLO AND YUBA COUNTIES

422-X-1

1989 Contract



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Department of Industrial Relations

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Div. of Labor Statistics & Research
Chief's Office

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CONTRACT BETWEEN

PACIFIC BELL/NEVADA BELL AND

COMMUNICATIONS WORKERS OF AMERICA

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PREAMBLE

Pursuant to and in consolidation of the terms agreed to in the Memorandum of Agreement executed on ***October 22, 1989,*** this consolidated Contract is signed on this ***1st*** day of ***December, 1989,*** between PACIFIC BELL/ NEVADA BELL, hereinafter collectively referred to as the "Companies," and the COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as the "Union."

The respective parties to this consolidated Contract do mutually agree and covenant as follows:

ARTICLE 1

RECOGNITION

Section 1.01 The Companies recognize the Union as the exclusive collective bargaining representative for those employees having the occupational title classifications outlined in Appendices A and B for the collective bargaining units described in the Agreement of Recognition.

Section 1.02 Nothing herein shall be construed as authorizing the inclusion of any employee or employees not properly includable in the above described bargaining unit, nor shall be construed as a waiver or forbearance on the part of the Union of any right to represent any employee or employees properly includable in such bargaining unit as contemplated under the National Labor Relations Act as now or hereafter amended or superseded.

Section 1.03 Additions to, or changes in, recognition as described in the Agreement of Recognition may be made by mutual agreement.

Section 1.04 The Companies recognize the Union or its authorized representatives as having sole power to execute agreements with the Companies in regard to rates of pay, wages, hours of employment and other conditions of employment affecting the employees in the collective bargaining units described in the Agreement of Recognition.

Section 1.05 The Companies will furnish a copy of the Contract to all employees.

Section 6.03 HOLIDAYS

Eight holidays will be observed.

A. THE AUTHORIZED HOLIDAYS ARE:

New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

NOTE: Holiday tours are tours of duty starting on a holiday. Holidays falling on Sunday will be observed on the following Monday. Holiday practices will apply.

B. When a holiday occurs during an employee's vacation week, the employee will receive an additional Personal Day Off at a later time.

C. CHRISTMAS AND NEW YEAR'S EVE SPECIAL PAYMENTS

Employees in Operator Services with titles of Central Office Associate, Operator, Service Assistant and Services Specialist will receive:

1. A special payment of six ($6.00) dollars for employees whose work terminates at or after 6:00 P.M. and not later than 7:59 P.M. on Christmas Eve and/or New Year's Eve.

2. A special payment of eight ($8.00) dollars for employees whose work terminates at or after 8:00 P.M. on Christmas Eve and/or New Year's Eve.

D. ASSIGNMENT OF HOLIDAY WORK

For employees in Operator Services with titles of Central Office Associate, Operator and Service Assistant:

1. All work on holidays will be distributed among employees of an office by allowing them, on a rotational basis, to choose whether to work or not to work, except that the Companies may require the employees to work as they deem necessary to meet the needs of the service.

2. It will be the practice to allow trades between employees of assignments to work or not to work provided the trades are approved by management. The trades are limited to assignments for any one holiday.

Section 6.03 HOLIDAYS (Continued)

E. PAY FOR HOLIDAYS NOT WORKED

1. If employees work all of their scheduled tour immediately before and after the holiday, or are excused by supervision, they will be paid as follows:

   a. Full-time employees will be paid ***one-fifth (1/5)*** of their basic weekly wage rate.

   b. Part-time employees will be paid ***one-fifth (1/5)*** of their average or equivalent workweek as covered in Sections 6.02D and E.

2. An employee who is scheduled to work on a holiday, but fails to report for work and is unexcused will not be paid for the holiday.

3. An employee who is scheduled to work on a holiday, but is excused will be paid straight time for the holiday.

4. No pay will be given for holidays which occur:

   a. During a leave of absence in excess of one (1) week, including holidays that occur during the first week of the leave.

   b. During a period of excused time off for Union activities in excess of one week, including holidays that occur during the first week of the absence.

   c. After the seventh (7th) calendar day of other absences.

F. PAY FOR HOLIDAYS WORKED

1. Employees will be paid double time and one-half (2-1/2) for each hour worked on authorized holidays.

2. An employee who is not scheduled to work on a holiday, but who works without 48 hours' notice will be paid straight time for any part of their normal tour not worked.

3. If employees work overtime on a holiday, they will be paid double time and one-half (2-1/2). Holiday payment and overtime payment will not be made for the same time worked.

Section 6.04 PERSONAL DAYS OFF

Employees are allowed flexibility through the use of Personal Days Off to be absent with pay.

A. Employees are eligible for Personal Days Off each year according to the following:

	More Than Six (6) Months' Service: Maximum Number of Personal Days Off	
	Paid	*Unpaid*
Regular Employees	*6*	*1*
Term Employees	*6*	*1*
Temporary Employees	*2*	*1*
Occasional Employees	*N/A*	*N/A*

NOTE: Part-time employees will be paid for individual Personal Days Off equal to ***one-fifth (1/5)*** of the average or equivalent workweek as covered in Sections 6.02D2 and E2.

B. One paid Personal Day Off may be taken in two (2) hour increments and will be granted as deemed practicable by management.

C. If employees agree to work on a paid Personal Day Off they may choose one of the following options:

1. Reschedule the Personal Day Off and work as though it was a normal scheduled day; or

2. Work the day and be guaranteed eight (8) hours' pay at straight time, as well as one and one-half (1 1/2) hours' pay for each hour actually worked. The Personal Day Off may not be rescheduled if the employee chooses this option.

D. PERSONAL DAY OFF AND VACATION RELIEF

When an employee in other than Operator Services has a regular shift (not tour) temporarily changed for vacation, or Personal Day Off relief, the employee will be paid as follows:

1. An employee who is receiving a shift differential and who is temporarily assigned to a day shift will retain the differential but be paid at straight time.

2. An employee temporarily assigned to an evening or night shift will receive the appropriate shift differential, and be paid at straight time.