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Millard Fillmore Hospital
Professional Bargaining Unit

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**Article MFH/PBU #1
Recognition**

Section 1. The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for all of its employees in the collective bargaining unit identified as the Center for Laboratory Medicine – Professional Bargaining Unit.

Section 2. All professional employees in all categories of employment within job titles listed below employed by Kaleida Health at its Millard Fillmore Hospital, 3 Gates Circle; Millard Fillmore Suburban Hospital, 1540 Maple Road; and The Center of Laboratory Medicine, 115 Flint Road, will be included in the bargaining unit.

Clinical Laboratory Scientist
Clinical Service Representative
Electron Microscopist
Lead Clinical Laboratory Scientist
Senior Clinical Laboratory Scientist

All other employees, guards and supervisors as defined by the Act, are excluded.

Section 3. The Employer shall provide the Local Union on a monthly basis, a list or lists showing all new hired employees, additions to the bargaining unit, transfers into or out of the bargaining unit, terminations and deletions from the bargaining unit, dual status employees, name and address changes, a seniority and an alphabetical bargaining unit list with Social Security numbers.

**Article MFH/PBU #2
Union Dues Deduction**

Section 1. The Employer agrees that upon receipt of an individual written request on a form approved by the Employer and signed by an employee covered by this Agreement, the Employer will deduct twenty-six (26) times per year from such employee's wages one-half (1/2) the amount of monthly union dues specified in such request, plus an initiation fee not to exceed \$25.00 in a single deduction, and forward the full amount thus deducted to the Secretary-Treasurer of the Union or his/her authorized agent as directed. The request may be revoked by the employee at any time upon their written request to the Employer, and such request should be directed to the appropriate Employer representative.

Section 2. In general, dues deductions will be made or revoked in designated pay periods in the current payroll for properly executed dues deductions authorizations or revocations received by the appropriate employer representative on or before the last day of the previous payroll period. However, the Employer assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will correct any

errors made in making such deductions in the payroll period following notice of such errors. The Union further agrees to hold the Employer harmless for any and all claims arising out of claims under this Article.

Section 3. The Employer agrees to make payroll deductions of Union dues and one (1) initiation fee when authorized to do so by the employee on a form as set forth below in an amount as certified to the Employer by the Secretary-Treasurer of the Union and to pay over to the Secretary-Treasurer of the Union any amounts so deducted. Changes in the amount of monthly dues or the amount of the initiation fee will be certified to the Employer at least sixty (60) calendar days prior to the requested change.

Article MFH/PBU #3 Agency Shop

Section 1. All employees who are members of the Union on the effective date of this Agreement, shall, as a condition of employment, remain members for the term of this Agreement. All employees who wish to join the Union and do so after the effective date of this Agreement, shall, as a condition of employment, remain members of the Union for the term of this Agreement. The Employer will be given a current list of Union members on request, but not more often than once a month.

Section 2. Employees who have not joined and do not wish to join the Union must, after they have completed thirty (30) calendar days of continued employment or on the execution date of this Agreement if on that date they have been employed for thirty (30) calendar days, pay to the Union an amount equal to the then current dues (but no other charges) applicable to members as a contribution toward the administration of this Agreement. Employees who choose not to join the Union may authorize the payment of the Agency fee on a form which is the same as that shown in this Agreement except it will substitute the words "service charge equal to the monthly dues" for the words "the monthly dues and one initiation fee" in such authorization.

Article MFH/PBU #4 Union Dues Deduction

Section 1. The Employer agrees that upon receipt of an individual written request in a form approved by the Employer and signed by an employee covered by this Agreement, the Employer will deduct twenty-six (26) times per year from such employee's wages union dues specified in such request, plus an initiation fee not to exceed \$25.00 in a single deduction, and forward the full amount thus deducted to the Secretary-Treasurer of the Union or his/her authorized agent as directed. The request may be revoked by the employee at any time upon their written request to the Employer, and such request should be directed to the appropriate Employer representative.

Section 2. In general, dues deductions will be made or revoked in designated pay periods in the current payroll for properly executed dues deductions authorizations or revocations received by the appropriate employer representative on or before the last day of the previous payroll

period. However, the Employer assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will correct any errors made in making such deductions in the payroll period following notice of such errors. The Union further agrees to hold the Employer harmless for any and all claims arising out of claims under this Article.

Section 3. The Employer agrees to make payroll deductions of Union dues and one (1) initiation fee when authorized to do so by the employee on a form as set forth below in an amount as certified to the Employer by the Secretary-Treasurer of the Union and to pay over to the Secretary-Treasurer of the Union any amounts so deducted. Changes in the amount of monthly dues or the amount of the initiation fee will be certified to the Employer at least sixty (60) calendar days prior to the requested change.

PAYROLL DEDUCTION AUTHORIZATION

Name _____

Job Title _____

The undersigned hereby authorizes Kaleida Health System to deduct from my wages:

CHECK EITHER:

_____ MEMBER The monthly dues and one initiation fee as certified to the Employer from time to time by the Secretary-Treasurer of the Communications Workers of America, AFL-CIO, and remit same to the Secretary-Treasurer of the Communications Workers of America, AFL-CIO, as his/her duly authorized agent. This authorization may be revoked by me at any time by written request to the Employer and by sending a copy of such request to the Secretary-Treasurer of the Union, or

_____ AGENCY FEE PAYER A service charge equal to the monthly dues as certified to the Employer from time to time by the Secretary-Treasurer of the Communications Workers of America, AFL-CIO as his/her duly authorized agent. This authorization may be revoked by me at any time by written request to the Employer and by sending a copy of such request to the Secretary-Treasurer of the Union.

Union membership dues and agency fees are not deductible as charitable contributions for federal income tax purposes.

Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

Signature of Employee

Resident Address

City/Town State Zip Code

Social Security Number

Date of Birth

(FOR OFFICE USE ONLY)

Date Received by Company _____

Date Effective _____

Article MFH/PBU #5
COPE Deductions

Section 1. The Employer agrees that, upon receipt of an individual written request in a form approved by the Employer and signed by an employee covered by this Agreement, the Employer will deduct twenty-six (26) times per year from such employee's wages the amount indicated by the employee on the COPE deduction form, and forward the full amount thus deducted to the appropriate union's committee on political education. The request may be revoked by the employee at any time upon his/her written request to the Employer, and such request should be directed to the appropriate Employer representative.

Section 2. The Employer assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will correct any errors made in making such deductions in the payroll period following notice of such errors. The Union further agrees to hold the Employer harmless for any and all claims arising out of claims under this Article.

Article MFH/PBU #6
Bulletin Boards

Section 1. The Employer will install and maintain glass enclosed bulletin boards for use by all bargaining units of the Union in designated and appropriate areas within the Corporation of such size, type and design as may be mutually agreed. Bulletin boards shall be located in the:

- a.) Gates Circle:
 - 1.) hallway outside cafeteria at Kenwell;
 - 2.) hallway near Quick Bank;
 - 3.) basement outside Vending Room;
 - 4.) North Buffalo Medical Park; and
 - 5.) ESL break room.

- b.) Suburban:
 - 1.) hallway outside of Human Resources;
 - 2.) hall entrance to cafeteria;
 - 3.) hallway outside the Laboratories; and
 - 4.) Louis Lazar Family Medicine Center.

- c.) Flint Road:
 - 1.) in the cafeteria.

- d.) Larkin Building.

Section 2. The following kinds of material or literature do not require prior advance notice:

- a.) notices of Union recreational or social affairs;

- b.) notices of Union elections;
- c.) notices of Union appointments and results of Union elections;
- d.) notices of Union meetings; and
- e.) Union educational publications.

Section 3. Bulletin boards shall be used for factual and non-controversial material. The posting of material of a political nature, other than Union elections, of any kind is strictly prohibited.

Article MFH/PBU #7 Categories of Employees

Section 1. A regular full-time employee is defined as one who is regularly scheduled to work thirty-seven and one-half (37½) hours in a work week (or seventy-five [75] hours in a pay period).

Section 2. A regular full-time employee is defined as one who is regularly scheduled to work less than thirty-seven and one-half (37½) hours but eighteen and three quarters (18¾) or more hours in a work week (or thirty-seven and one-half [37½] hours in a pay period).

Section 3. A flexible employee is defined as provided in Article 9, of the Master Agreement which is entitled, "Flexible Employees".

Section 4. A weekend employee is defined as provided in Article 12, of the Master Agreement which is entitled, "Weekend Employees."

Section 5. A per diem employee is defined as provided in Article 10, of the Master Agreement which is entitled, "Per Diem Employees".

Section 6. A temporary employee is defined as provided in Article 11 of the Master Agreement which is entitled, "Temporary Employees".

Article MFH/PBU #8 Paid Time Off Scheduling

Section 1. When the department must remain open for the six (6) major holidays, employees working less than twelve and one-half (12½) hour shifts, shall be required to work no more than one (1) holiday in each of the following groups of holidays on a rotating basis:

- a.) Memorial Day or Independence Day;
- b.) Labor Day or Thanksgiving Day; and
- c.) Christmas Day or New Year's Day.

When the department is closed for the six (6) major holidays, or minimally staffed, those employees given the holiday off shall not have these PTO hours count towards the maximum PTO allotments allowed for prime times which include those periods.

Section 2. Any employee may volunteer to work more than the required holiday.

Section 3. Selection of the Holiday:

- a.) A preference list shall be posted in each department prior to the scheduling of each holiday group to select the holiday to work.
Grouping a: by October 1st
b: by February 1st
c: by June 1st
Per Section 1 above
- b.) If the distribution of staff is uneven then volunteers will be asked to change their holiday choice.
- c.) If no volunteer is found to change then the employee who is least senior and had the holiday off the previous year shall be reassigned to another holiday in the group.
- d.) In the event that staff is not provided in a.) through c.) above, then volunteers will be requested to work an additional holiday. If staffing remains insufficient, it shall be provided from a seniority list of the employees who have not worked the holiday in the past two (2) years with the least senior being utilized first. However, any one staff member shall not work more than one (1) additional holiday in a calendar year.
- e.) If there is a decrease in the workload, then the employee committed to work more than one (1) holiday in either group shall be offered benefit time first. If there is more than one (1) employee in this category, benefit time will be offered by seniority. In the event there are no employees in this category, benefit time shall be offered to other staff members based on seniority.
- f.) Holiday commitments that occur during approved PTO will be met unless the employee finds his/her own coverage acceptable to the manager.
- g.) Switching of shifts or partial shifts between employees may occur after the schedule is posted with the manager's approval. Written requests must have signature of the affected employees. The initially scheduled holiday shall be considered the holiday commitment.
- h.) Every effort will be made not to schedule an employee both the eve and the day of Christmas and New Year's.

- i.) Employees who volunteer to work more than one (1) holiday in each group shall be considered last for benefit time off on the holiday they volunteered for.

Section 4. Requests for PTO of one (1) or more consecutive weeks shall be requested on the appropriate form as follows:

- a.) by November 1 of the preceding year for all time requests for February, March, April and May;
- b.) by March 1 for June, July, August and September; and
- c.) by July 1 for October, November, December and January.

Employees shall be notified of approval or denial within thirty (30) calendar days from the date requests are due. Requests submitted after these dates will be considered in the order in which they are received. When there is a conflict in PTO selection between two (2) or more employees, the highest seniority date shall govern. Any remaining open pre-scheduled time that remains after the above cut off dates will be offered on a first come, first serve basis. If two (2) or more requests are submitted in the same day it will be decided by seniority.

Section 5. For PTO requested during the period of time between the full calendar week which includes June 15 and September 15, a maximum of five (5) consecutive PTO days or thirty-seven and one-half (37½) hours will be taken. Once every employee has been offered one (1) week of prime time vacation, a second week of prime time will be offered by seniority. Finally open weeks will be offered to employees in seniority order. It is understood by the parties that days off may be scheduled at the beginning and/or end of a vacation period. For PTO requested during the time period between December 20 and January 1, a maximum of five (5) consecutive PTO days or thirty-seven and one-half (37½) hours will be taken for full-time employees.

Section 6. Should an employee desire to change or rescind an approved vacation, the employee will submit the change at least thirty (30) days prior to the first day of the month in which the vacation is requested. Resulting availability of PTO days week(s) will be posted immediately by manager/supervisor for a period of two (2) weeks. Approval will be governed by seniority to those employees who were previously denied PTO. For the periods of June 15 through September 15 and December 20 through January 1, prime time vacation limits will apply.

It is understood that the employer/management may increase availability of PTO at any time as circumstances permit.

Section 7. Time requests for individual PTO days will not count against the maximum limits set forth for prime time. Routine time requests submitted after the above dates will be submitted with the time requests in the time block in which they are being requested and should not be unreasonably denied.

Section 8. PTO schedules for management/non-union employees will not interfere with the scheduling of bargaining unit personnel.

Section 9. Approved PTO may not be changed without the consent of the employee when personnel must transfer because of layoff, unit closing or transfers due to an administrative decision. In each of the above instances, approved PTO requests will be honored. When a transfer to another cost center or change in status occurs, at the employee's request, approved PTO requests must be resubmitted. However, every attempt will be made to accommodate the employee's previously approved PTO schedule.

Section 10. Employees must normally use PTO in increments of fifteen minutes (1/4 hours) or more. Exceptions will be made in downsizing situations.

Article MFH/PBU #9 Shift Rotation

Section 1. Full-time and regular part-time employees who are employed in the cost center and/or sections that have scheduled shift work, shall be rotated for staffing coverage on the evening and night shifts in order to meet unforeseen staffing needs as follows:

- a.) request volunteers to rotate to the off shift;
- b.) extra time on the off shift will be offered to regular part-time and per diem employees; and then
- c.) the least senior from among non-probationary employees in the same cost center and/or section.

It is understood by the parties that shift rotation shall occur only after all other reasonable alternatives have been exhausted.

Section 2. No employee shall be reassigned to work more than two (2) different shifts in any four (4) week time period. Employees rotated from 7:00 am – 3:00 pm to 3:00 pm – 11:00 pm shall be offered the option of having a long day scheduled after the 3:00 pm – 11:00 pm rotation, whenever reasonably possible.

Section 3. Employees shall not be assigned to rotate to an alternate shift on a holiday.

**Article MFH/PBU #10
Floating**

It is understood that if floating is required, it will be done as follows:

- 1.) A list of regular employees assigned to a unit shall be developed in inverse order of seniority.
- 2.) The least senior employee will float first, with subsequent floating being assigned until all employees have been floated.
- 3.) If an employee volunteers to float, it shall be credited to that employee, and he/she shall not be required to float when the duty rotates to him/her.
- 4.) No employee will be required to float, unless they meet the qualifications for working in that area. It is understood that an employee will not be given the sole accountability for a patient and/or assignment if floated to a unit which is outside of his/her area of practice.
- 5.) An employee scheduled to work who is in orientation (training) will not be required to float.

**Article MFH/PBU #11
Layoff and Recall**

Section 1. In the event it is necessary to layoff employees covered by this Agreement, or to eliminate a filled position covered by this Agreement, such layoffs or eliminations will be done as follows:

- a.) by providing the Union with the complete plan for staff reduction within the bargaining unit and by complying with the notification and information requirement outlined in Article 60, Job Security/Committee;
- b.) by subjecting to layoff the least senior employee or employees in the job title, cost center and/or laboratory section, category of employment and shift;
- c.) an employee may volunteer to be subject to layoff by seniority, in the job title, cost center and/or laboratory section, category of employment and shift;
- d.) all temporary and then probationary employees in the job title, cost center and/or laboratory section and shift in which a layoff is to occur will be terminated prior to any regular employee in that job title, cost center and/or laboratory section and shift, being subject to layoff;

- e.) an employee with seniority who is subject to layoff will have the option of a bump within his/her cost center and/or laboratory section within the same job title, but to a different category of employment and/or to a different shift; except per diem employees who will only have options to other per diem positions.
- f.) vacancies that may be filled by employees who are subject to layoff will be limited to those that exist on the day that the layoff options are given to the first affected employee in the job title or grade level in the bargaining unit;
- g.) all positions which become vacant during the layoff procedure will be posted and filled as per Article 45, Job Bidding and Transfers;
- h.) regular part-time employees with seniority who are subject to layoff will have the option to bump the least senior regular part-time employee who is hired to work the equivalent number of hours. For example: a regular part-time employee who is hired to work thirty (30) hours per week may bump the least senior employee who is hired to work thirty (30) hours per week; in accordance with the steps in Section 2. below;
- i.) when it is necessary to permanently change the number of employees on a shift within a cost center and/or laboratory section, such a change will be made first by requesting volunteers in seniority order from within the cost center and/or laboratory section. If there are no volunteers, the least senior employee on the shift to be reduced may choose to be subject to layoff as per Section 2. below or be transferred to the shift on which additional staffing is needed;
- j.) it is agreed and understood that employees shall serve a sixty (60) working day trial period if for any reason under this Article they are placed in a position which requires substantive variations in techniques and procedures utilized in the performance of their job. Failure to complete the trial period (voluntary or involuntary) will result in that employee being laid-off with recall rights not bumping rights;
- k.) for the purposes of this Article, the parties acknowledge there are day, evening and night shifts; specifically eight (8) hour day, evening and night shifts; ten (10) hour day, evening and night shifts; twelve and one-half (12½) and thirteen (13) hour day, evening and night shifts.

Section 2. When an employee with seniority is subject to layoff, or has their position an employee may volunteer to be subjected to layoff by seniority, in the job title, cost center and/or laboratory section, category of employment eliminated under Section 1. above, such affected employee will be placed in a position in the bargaining unit in the following sequence:

Step 1: First, they will be assigned to any vacant position in the bargaining unit which is in their category of employment, job title and shift. The employee subject to layoff may also choose job vacancies within their category of employment and/or

shift. Temporary positions are not included in this process unless the employee chooses a temporary position. It is understood that an employee who chooses a temporary position at this step will be placed as if they were originally subject to layoff once the temporary position expires. If the employee opts to drop shift as a requirement for placement, they may do so at any step. If there is a vacancy in another category of employment with lesser hours which has not been filled by an employee in that category during Step 1 of this procedure, an employee may opt to fill that vacancy.

Step 2: Second, if no such vacancy exists, they would be permitted to bump any probationary employee in their laboratory, category of employment, job title and shift.

Step 3: Third, if there are no probationary employees who may be bumped, then the employee subject to layoff may bump the least senior employee in their laboratory, category of employment, job title and shift, provided the employee meets the requirements for that position.

Step 4: Fourth, if the employee cannot be placed in their laboratory, category of employment, job title and shift, they will be offered the option to bump the least senior employee in their job title and shift. The word “offered” means the employee cannot be forced, but can opt to go to Step 5.

Step 5: Fifth, if the employee cannot be placed within their laboratory, category of employment, job title and shift they will be assigned to any vacant position in the bargaining unit which is in their category of employment, job title and shift.

Step 6: Sixth, if no such vacancy exists, they would be permitted to bump any probationary employee in their category of employment, in the same job title in the bargaining unit and in the same shift.

Step 7: Seventh, if there are no probationary employees who may be bumped, then the employees subject to layoff may bump the least senior employee in their category of employment, job title in the bargaining unit and the same shift.

Step 8: Eighth, if the employee cannot be placed within their job title, then they will be assigned to any vacant position in their category of employment, grade level and shift provided the employee meets the requirements for hiring into that position.

Step 9: Ninth, if no vacancy exists, the employee will bump any probationary employee in their category of employment and grade level provided the employee meets the requirements for hiring into that position.

Step 10: Tenth, if there are no probationary employees who may be bumped in Step Nine (9) above, then the employee may bump the least senior employee in their category of employment and grade level provided the employee has more

seniority than the least senior employee and has the ability to perform the work inclusive of the requirements for hiring into the position.

Step 11: Eleventh, if the employee cannot be placed in their category of employment and grade level, they may bump the least senior employee in any category of employment in their grade level, provided they meet the requirements for hiring into that position. The word “may” means the employee cannot be forced, but can opt to go to Step 12.

Step 12: Twelfth, if the employee cannot be placed within a position in their category of employment and grade level by Step Eleven (11) above, then the above steps five (5) through eleven (11) will be repeated in the next lower grade level and then to subsequent lower grade levels until placed into a position or laid-off.

The Employer will decide in all cases whether there is vacancy.

Section 3. It is understood, that at each step in the layoff procedure outlined in Section 2. above, employees must meet the requirements for hiring into the position that is under consideration as either a “vacancy” or a “bump”.

Section 4. When an employee is bumped, they will have all the rights of this Article as if they were originally subject to layoff.

Section 5. At other than Step One (1), the employee may elect a layoff. A refusal to accept a position for which the employee meets the requirements will result in the employee being laid-off at that point.

Section 6. It is understood that the employee’s response must be provided to the appropriate Human Resource personnel within twenty-four (24) hours of the time the employee was informed of their option(s) if the vacancy or bump option is to a position that is the same job title, category of employment, shift and shift duration. In the event the employee’s option is to a vacancy or bump that is not in their job title, category of employment, shift or shift duration, a response must be provided to the appropriate Human Resource personnel within forty-eight hours of the time the employee was informed of their option(s). Failure to timely respond shall be considered as a waiver of the option(s) and the employee will be laid off.

Section 7. The Employer will give a minimum of seven (7) days notice of layoff.

Section 8. When questions arise regarding the ability to perform the work, the burden of proof will rest with the Union.

Section 9. Employees will be recalled from layoff in order of seniority to any open job within the bargaining unit provided they have the ability to perform the work available. If the opening is in a different job title, category of employment or shift, they will have the option to refuse such offer up to two (2) times during the layoff period. Following such refusal the

employee will continue to have recall rights to a position in their job title, category of employment and shift at the time of layoff.

Section 10. Recalls from layoff will be by certified mail to the employee's last known address, and will give the employee a minimum of fourteen (14) calendar days to report for work after such notification.

Article MFH/PBU #12 Downsizing

Section 1. The Employer and the Union recognized the need for a system to temporarily downsize the staff if the census/workload drops in an area of the facilities where members covered by this Agreement are employed. If it becomes necessary to temporarily reduce the number of employees in a particular department or unit, the reduction will be completed as follows:

- a.) Any scheduled Agency/Traveler personnel in the unit/department will be floated.
- b.) Any scheduled overtime (time paid at time and one-half) will be canceled in inverse order of seniority.
- c.) Volunteers will be offered paid time off in order of seniority on a continuously rotating basis.
- d.) Volunteers will be offered excused absence time without pay in order of seniority on a continuously rotating basis.
- e.) Per diem employees who are scheduled will be canceled and/or reassigned as per needs with the Department.
- f.) Any scheduled hours in excess of an employee's normal work week or in the case of regular part-time employees in excess of the minimum weekly hours for which they were hired will be canceled in inverse order of seniority. Such employees may use accrued Paid Time Off.
- g.) Flexible employees will be flexed down per Article 9 of the Master Agreement..

Section 2. It is understood that if the steps a.) – g.) above does not result in appropriate downsizing, floating, if practicable, will be done as per Article 10 MFH/PROF.

**Article MFH/PBU #13
Labor Management Meetings**

Section 1. The Union and the Employer, recognizing the importance of labor-management relations, agree to meet on a quarterly basis at a minimum to discuss items of importance to either or both parties. This meeting will be attended by Director, Laboratory Services and/or designee, a Human Resources representative, the designated Union Area Vice-President and/or designee, area chief stewards/stewards as needed.

**Article MFH/PBU #14
Duration**

This bargaining unit agreement shall be effective as of June 1, 2008 and shall remain in full force until and including May 31, 2011.

This agreement entered into this _____ day of June, 2008.

For Kaleida Health:

For Communications Workers of America,
AFL-CIO:

Michael A. Connors
Associate General Counsel

Debora M. Hayes, CWA
Staff Representative

David M. Walders, CWA
Bargaining Committee Member