

## **Summary of Agreement Regarding Strike Discipline**

### **Strike related Firings:**

37 of the 40 discharged strikers will be reinstated. Members who the NLRB did not issue a complaint for (the remaining members) are not returning. This includes one CWA member, and 2 IBEW members (we are still confirming final number of IBEW members not returning).

The time the members were terminated (August 23, 2011 until reinstatement) will be treated as an unpaid disciplinary suspension.

The reinstated strikers will get full ERISA service, net credit service and pension accrual. They will not receive any back-pay.

References to the strike related suspensions will be expunged from the employee's personnel file upon ratification of the next Collective Bargaining Agreement to the 2012 CBA, provided that during this period the employee is not disciplined for any misconduct (i) similar to the alleged conduct underlying the suspension, or (ii) which is among the conduct itemized in paragraph 5 (see below).

### **Paragraph 5 of the Agreement Regarding Strike Discipline**

The Company and Union agree that workers have the right to engage in lawful strikes and engage in other activity protected by the National Labor Relations Act and the Company will not discipline or otherwise discriminate against workers for engaging in conduct that is protected by the National Labor Relations Act.

The Company and the Union further agree that in the event of any future strike or work stoppages, the following will constitute just cause for discharge:

- Physical assault with the potential for causing actual bodily injury, but not including incidental bodily contact;
- Threats of physical or sexual assault directed at individuals or their family members;
- Reckless driving, endangering others, that impedes or interferes with the operation of a company vehicle (lawful mobile picketing, including following company vehicles during a strike, is not a basis for discipline);
- Significant damage to Company or personal property; and
- The use of racial or sexual slurs or other hate speech that vilifies a person or a group on the basis of color, disability, ethnicity, gender, sexual orientation, nationality, race, religion or other legally protected status.

The parties agree that provocation is a mitigating circumstance that must be taken into account in determining discipline, but that being on strike is not itself provocation.

The parties do not condone employees engaging in unlawful conduct, including conduct that violates state and federal anti-discrimination laws.

This agreement does not waive the right of the Union or of any individual to maintain before the NLRB that the conduct for which an employee is disciplined during a strike is protected by the National Labor Relations Act.

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## AGREEMENT REGARDING STRIKE DISCIPLINE

1. The discharged strikers listed on attached Exhibit A will be reinstated effective upon ratification of the 2012 Collective Bargaining Agreement, subject to the following conditions:
  - a. The period of time from August 23, 2011 through the date of reinstatement will be treated as an unpaid disciplinary suspension.
  - b. The suspension shall not be used by the Company to support disciplinary action or penalty arising from conduct that occurs after the date of the reinstatement unless such after occurring conduct (i) is similar to the alleged conduct underlying the discharge, or (ii) is among the conduct itemized in paragraph 5.
  - c. The parties agree that discharged strikers who are reinstated shall receive full ERISA service, NCS and pension accrual service from the earliest date the striker was separated from payroll as a result of their termination or suspension through the date of their reinstatement.
  - d. All references to the strike related suspensions that are the subject of section 1 of this Agreement will be expunged from the employee's personnel file upon the ratification of the successor Collective Bargaining Agreement to the 2012 Collective Bargaining Agreement, provided that during this period the employee is not disciplined for any misconduct (i) similar to the alleged conduct underlying the suspension, or (ii) which is among the conduct itemized in paragraph 5.
  - e. Any complaint issued by NLRB in connection with the employee's termination for conduct that occurred during the August 2011 strike shall be part of the employee's personnel file.
  - f. The Union agrees that the Paragraph 1.a. suspensions will not be grieved, arbitrated, or challenged in any other forum.
  - g. As a condition of reinstatement, each discharged striker will sign a release of claims and potential claims, attached as Exhibit B, regarding the strike discipline; Dennis Dunn will sign a release of all claims and potential claims acceptable to the Company; and Keith Desisto will sign a release of all claims and potential claims acceptable to the Company.
2. This Agreement is without prejudice or precedent to any party's position in any other matter and no party will attempt to cite or refer to this Agreement in any grievance, arbitration, or other proceeding in any forum, except as necessary to enforce the terms of the Agreement itself. Notwithstanding the foregoing, both parties may cite, refer to or publicize Paragraph 5 below.

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3. The Union shall take all necessary steps to obtain the withdrawal with prejudice of all parts of Complaints issued in Cases Nos. 1-CA-70761, 1-CA-74058, 1-CA-77315, Case No. 2-CA-70220, and Case No. 22-CA-63490. With respect to 22-CA-63197 and Case No. 22-CA-63256, which were filed by Robert Garriss and Juan Carlos Vidal, the Union will make good faith efforts to have said strikers withdraw their cases. If Garriss and/or Vidal do not withdraw their cases before the NLRB the applicable provisions of this Agreement shall not apply to them. This Agreement shall become effective for those disciplined strikers who execute releases as set out in paragraphs 1.g and 4.d. The Union waives its right to file new or additional unfair labor practice charges or arbitrations related to discipline for alleged misconduct occurring during the August 2011 strike. Additionally, the Union agrees that it shall not file, finance or otherwise encourage or support new or additional litigation related to incidents occurring during the August 2011 strike. The Company will withdraw any challenges or appeals to the receipt of unemployment benefits for disciplined strikers who are the subject of this Agreement.
4. The Union will not challenge any strike-related suspensions and will withdraw with prejudice any grievances or unfair labor practice charges regarding such suspensions.
  - a. All references to a strike related suspension of 7 or fewer days will be expunged from the employee's personnel file upon the ratification of the 2012 Collective Bargaining Agreement. All references to a strike related suspension of 30 days will be expunged from the employee's personnel file after one year from the date the employee returned to work following the suspension. All references to a strike related suspension of 45 days will be expunged from the employee's personnel file on January 30, 2013, provided that during this period the employee is not disciplined for any misconduct (i) similar to the alleged conduct underlying the suspension, or (ii) which is among the conduct itemized in paragraph 5.
  - b. During the period that a suspension is reflected in the employee's personnel file, any complaint issued by NLRB in connection with the employee's discipline for conduct that occurred during the August 2011 strike shall be part of the employee's personnel file.
  - c. The Union agrees that the suspensions will not be grieved, arbitrated, or challenged in any other forum.
  - d. As a condition of expungement, each striker appearing on Exhibit C will sign a release of claims and potential claims, attached as Exhibit D, regarding the strike discipline;
5. The Company and Union agree that workers have the right to engage in lawful strikes and engage in other activity protected by the National Labor Relations Act and the Company will not discipline or otherwise discriminate against workers for engaging in conduct that is protected by the National Labor Relations Act.

The Company and the Union further agree that in the event of any future strike or work stoppages, the following will constitute just cause for discharge:

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- physical assault with the potential for causing actual bodily injury, but not including incidental bodily contact;
- threats of physical or sexual assault directed at individuals or their family members;
- reckless driving, endangering others, that impedes or interferes with the operation of a company vehicle (lawful mobile picketing, including following company vehicles during a strike, is not a basis for discipline);
- significant damage to Company or personal property; and
- the use of racial or sexual slurs or other hate speech that vilifies a person or a group on the basis of color, disability, ethnicity, gender, sexual orientation, nationality, race, religion or other legally protected status.

The parties agree that provocation is a mitigating circumstance that must be taken into account in determining discipline, but that being on strike is not itself provocation.

The parties do not condone employees engaging in unlawful conduct, including conduct that violates state and federal anti-discrimination laws.

This agreement does not waive the right of the Union or of any individual to maintain before the NLRB that the conduct for which an employee is disciplined during a strike is protected by the National Labor Relations Act.

6. Violations of this Agreement are subject to the grievance/arbitration provisions of the parties' collective bargaining agreements.

For: CWA District 1	For: Verizon New York Inc.
	
Date: <u>Sept. 19, 2012</u>	Date: <u>9/18/12</u>

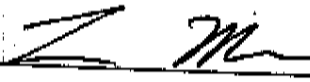
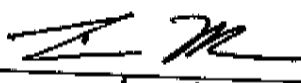
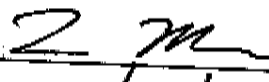
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For: CWA District 2-13	For: Verizon New England Inc
Date: _____	Date: <u>9/18/12</u>
For: IBEW Local 2327	For: Verizon Services Corporation
Date: _____	Date: <u>9/18/12</u>
For: IBEW Local 1944	For: Empire City Subway Company Limited
Date: _____	Date: <u>9/18/12</u>
For: IBEW Local 2213	For: Verizon Corporate Services Corp.
Date: _____	Date: <u>9/18/12</u>

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For: IBEW Local 2222	For: Verizon Maryland Inc.
Date: _____	Date: <u>9/18/12</u>
For: IBEW Local 2313	For: Verizon Virginia Inc.
Date: _____	Date: <u>9/18/12</u>
For: IBEW Local 2320	For: Verizon Washington, D.C. Inc.
Date: _____	Date: <u>9/18/12</u>
For: IBEW Local 2321	For: Verizon Pennsylvania Inc.
Date: _____	Date: <u>9/18/12</u>
For: IBEW Local 2322	For: Verizon Delaware Inc.
Date: _____	Date: <u>9/18/12</u>

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For: IBEW Local 2323	For: Verizon New Jersey Inc.
	
Date: _____	Date: <u>9/18/12</u>
For: IBEW Local 2324	For: Verizon South Inc. (Virginia)
	
Date: _____	Date: <u>9/18/12</u>
For: IBEW Local 2325	For: Verizon Advanced Data Inc.
	
Date: _____	Date: <u>9/18/12</u>

## EXHIBIT "A"

Abrahams, Michael	NY, Hempstead, 141 Henry St.
Arndt, Tammy	PA, Allentown, 7150 Windsor Dr.
Barr, Kenneth	NJ, North Bergen, 5400 W Side Ave.
Bonney, Jeffery	NJ, Moorestown, 908 N. Lenola Rd.
Burns, Michael, J.	MA, Malden, 7 Elm St.
Capuci, Richard A.	MA, Andover, 20 Shattuck Rd.
Checkovage, Martin	PA, Philadelphia, 2033 Bayberry Rd.
Chute, Alfred J.	MA, Woburn, 275 Wildwood Ave.
Colleran, John	MA, Woburn, 275 Wildwood Ave.
Corrigan, Richard	NY, New York, 82-86 King St.
Desisto, Keith	MA, Methuen, 99 Pleasant Valley St.
Digiglio, Michael	NY, Liverpool, One Lumber Way
Dunn, Dennis M.	NY, Riverhead, 285 Hubbard Ave.
Favreau, Stephen	MA, Framingham, 146 Leland St.
Garris, Robert E.	NJ, Totowa, 171 Shepherds Lane
Gebhart, Christopher	NJ, Freehold, 333 Fairfield Rd.
Graff, Mark	NY, Elmsford, 545 Saw Mill River Rd.
Hanovic, Thomas	NY, Roslyn, 45 Lumber Rd.
Hulmes, Brian	NJ, Dover, 246 South Salem St.
Hushon, Michael	NY, Hollis, 99-10 189th St.
Jimenez, Ruben	NY, Corona, 50-51 98th St.
Lanciani, Shawn	MA, Andover, 20 Shattuck Rd.
Martin, Edward M.	PA, Philadelphia, 2033 Bayberry Rd.
Mcfadden, Robert M.	PA, Philadelphia, 2033 Bayberry Rd.
Mcgeachy, Leighton	NY, Brooklyn, 107 01 Ave D
McHugh, Timothy	NY, Brooklyn, 4409 Avenue H
McMahon, Christopher	NY, Wantagh, 1960 Old Mill Rd.
Moore, Robert	MA, Saugus, 459 Main St.
Obrien, Devery	NY, Yonkers, 999 Nepperhan Ave.
Pearson, Patrick T.	NY, Watertown, 610-616 Coffee St.
Ramos, David	NY, Bronx, 2885 Jerome Ave.
Remington, John	PA, Cuddy, 1300 Cuddy Lane
Sarno, Philip, C.	MA, Woburn, 275 Wildwood Ave.
Sullivan, Scott	NY, Freeport, 57 Russell Pl.
Teske, John	NY, Brooklyn, 1900 Shore Pkwy.
Travis, Jennifer	PA, Pittsburgh, 416 Seventh Ave.
Wunder, Michael	NY, Brooklyn, 1580 Nostrand Ave.

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M**AGREEMENT AND RELEASE OF CLAIMS**

WHEREAS, the COMPANY terminated \_\_\_\_\_ (NAME) ("the Employee") solely based upon the Company's honest belief that, during the UNION'S August 2011 strike, the Employee engaged in strike misconduct of a serious nature;

WHEREAS, the Union and the Employee have challenged such discipline in unfair labor practice and/or grievance proceedings; the Company denies any wrongdoing;

WHEREAS, the Company and the Union have entered an Agreement Regarding Strike Discipline, which among other things provides for the Employee's reinstatement in exchange for the Employee's execution of this Agreement and Release of Claims ("Agreement"); this Agreement is Exhibit B to the Agreement Regarding Strike Discipline;

WHEREAS, the Employee has consulted with the Union regarding this Agreement, understands all of its terms, and wishes to enter this Agreement;

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Employee and the Company agree as follows:

1. Condition Precedent. As a condition precedent to this Agreement, the Employee agrees to the withdrawal with prejudice of any pending unfair labor practice charges, complaints and grievances related to discipline the Employee received for alleged misconduct occurring during the August 2011 strike. To the extent that the Employee has filed an individual unfair labor practice charge related to such matters, the Employee will take all necessary steps to obtain the dismissal with prejudice of any Complaint issued in connection with that unfair labor practice charge. In the event that the NLRB does not approve the withdrawal of the unfair practice charge and/or the unfair practice complaint concerning the Employee, the condition precedent shall be deemed satisfied by the Employee signing this Agreement and hereby waiving any remedies he/she may have before the NLRB and agreeing that the remedies set forth in the Agreement Regarding Strike Discipline shall be the exclusive remedies to which the Employee is entitled.

2. Reinstatement. The Company shall reinstate the Employee in accordance with the terms of the Agreement Regarding Strike Discipline.

3. Release of Claims. The Employee hereby irrevocably and unconditionally releases, acquits, and forever discharges the Company, its owners, stockholders, partners, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, parent companies, divisions, subsidiaries, affiliates, benefit plans, plan fiduciaries and/or administrators, and any and all persons acting by, through, under, or in concert with any of them (collectively "Releasees"), from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs) of any nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, relating to the termination and any other discipline that the Employee received as a result of alleged misconduct occurring during the August 2011 strike. The Employee clearly and expressly agrees that the Employee

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will not file any additional unfair practice charges, grievances, lawsuits or other claims in any way related to the discharge and any other discipline that the Employee received as a result of alleged misconduct occurring during the August 2011 strike.

4. Non-Admission of Liability. Neither this Release of Claims nor the Agreement Regarding Strike Discipline shall in any way be construed as an admission that the Company or any of the Releasees acted wrongfully and/or committed any unfair labor practices.

5. No Prejudice or Precedent. This Agreement is without prejudice or precedent to any party's position in any other matter and no party will attempt to cite or refer to this Agreement in any grievance, arbitration, or other proceeding in any forum, except as necessary to enforce the terms of the Agreement itself.

6. Effective Date. This Agreement shall become effective at the time the Agreement Regarding Strike Discipline between the Company and the Union becomes effective.

7. Consultation with the Union and/or Counsel. The Employee represents and agrees that the Employee fully understands his or her right to discuss all aspects of this Agreement with the Union and his or her attorneys and that the Employee has exercised that right.

8. No Other Claims. The Employee represents that, other than any pending unfair labor practice charges or grievances related to Employee's discipline for alleged strike misconduct, the Employee has no pending complaints, grievances, charges, or lawsuits against the Company related to such matters.

9. No Representations. The Employee represents and acknowledges that, in executing this Agreement, the Employee has not relied upon any representation or statement not set forth herein made by the Company or by any of the Company's agents, representatives, or attorneys.

10. Severability. The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

11. Sole and Entire Agreement. Other than the Agreement Regarding Strike Discipline, this Agreement sets forth the entire agreement between the parties hereto regarding the subject matter hereof and fully supersedes any and all prior oral or written agreements or understandings between the parties hereto pertaining to the subject matter hereof. This Agreement may be modified only in writing.

12. Counterparts. This Agreement may be executed in counterparts, each of which counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. Faxes and electronically submitted copies shall be deemed originals.

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\_\_\_\_\_  
Employee

Executed at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

For the Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Executed at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

## EXHIBIT "C"

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Allen, Stephen	NY, Nesconset, 54 Lake Ave. S.
Bright, Erik	MD, Randallstown, 5305 Old Court Road
Burke, Scott	NY, Yonkers, 999 Nepperhan Avenue
Carpenito, Enrico	NY, Brooklyn, 1870 Shore Parkway
Dallas, Damon	MD, Randallstown, 5305 Old Court Road
D'Avanzo, David C.	NJ, Hopelawn, 660 Florida Grove Rd, Floor 2
Deans, Robert P.	PA, Philadelphia, 100 E. Armat Street
Degiacomo, John	NY, Yonkers, 999 Nepperhan Avenue
Dilella, Gerard	NY, Brooklyn, 4409 Avenue H
Doherty, James T.	PA, Coatesville, 100 N. Caln Rd.
Dupuis, Leo	MA, Saugus, 459 Main Street
Evans, Calvin	MD, Randallstown, 5305 Old Court Road
Feliciani, Robert	MA, Methuen, 99 Pleasant Valley St.
Fox, King S. Jr.	MD, Randallstown, 5305 Old Court Road
Francis, Terence, D.	MD, Randallstown, 5305 Old Court Road
Guglich, Robert	NJ, Roseland, 119 Harrison Ave
Holland, John	MA, Saugus, 459 Main Street
Hutchins, Keiya	PA, Lansdowne, 50 N. Lansdowne Ave.
Idoni, Brian	NY, Bronx, 500 Zerega Ave.
Inzaina III, John	DE, Newark, 945 S. Chapel Street
Jester, Bryan	PA, Broomall, 31 S. Media Line Rd.
Johnson, Xena D.	PA, Pittsburgh, 416 Seventh Avenue
Kennedy, Leabern	VA, Wise, 10431 Pinnacle Drive
Lennon, Cicero	MD, Randallstown, 5305 Old Court Road
McAdams, Vincent	NY, Yaphank, 1 Main Street
McLaughlin, Eugene	MA, Taunton, 481 John Hancock Rd.
Metcalf, Paul	NY, Staten Island, 180 Edgewater Street
Moser, Stephen	NY, Brooklyn, 175 3rd St.
Musgrave, Larry	PA, Vamport, 275 Georgetown Ln.
Myers, Christopher R.	PA, Philadelphia, 7245 Oakley Street
Newell-Vardaro, Dawna	MA, Taunton, 385 Myles Standish Blvd.
Paulsen, Kenneth	NY, New York, 544 W 39th St Floor 16
Powell, Gary	NJ, Totowa, 171 Shepherds Lane
Quireyns, Steven	MA, Boston, 185 Franklin Street
Radford, Roy	NY, Albany, 158 State St.
Rollins III, Robert	VA, Chesapeake, 908 Executive Crt
Ryan, Richard	NY, Buffalo, 65 Franklin Street
Shannon, Gene	NY, Yaphank, 1 Main Street
Short, Susanna	VA, Norton, 1700 Park Avenue
Sieron, Deborah L.	NJ, Freehold, 333 Fairfield Rd.
Siracuse-Ellis, Melissa	NY, Buffalo, 65 Franklin Street
Sousa, Steven	MA, Dracut, 28 Diana Lane
Sowa, Jason	NY, Roslyn, 45 Lumber Rd.

Trip, Paul	NY, Buffalo, 65 Franklin Street
Vinciguerra, Paula	MD, Salisbury, 1401 Mt Hermon Rd, Floor 2
Warner, Hal	NY, Albany, 158 State St.
Welch, Rodolfo W.	VA, Woodbridge, 13930 Minnieville Rd, Floor 1
Wilson, Kemitt	PA, Philadelphia, 4860 Jefferson St.
Wolfe, Thomas	NJ, Lakewood, Cross and James St.

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PAGREEMENT AND RELEASE OF CLAIMS

WHEREAS, the COMPANY suspended \_\_\_\_\_ (NAME) ("the Employee") solely based upon the Company's honest belief that, during the UNION'S August 2011 strike, the Employee engaged in strike misconduct of a serious nature;

WHEREAS, the Union and the Employee have challenged such discipline in unfair labor practice and/or grievance proceedings; the Company denies any wrongdoing;

WHEREAS, the Company and the Union have entered an Agreement Regarding Strike Discipline, which among other things provides for expungement of the suspension from the Employee's personnel file in exchange for the Employee's execution of this Agreement and Release of Claims ("Agreement"); this Agreement is Exhibit D to the Agreement Regarding Strike Discipline;

WHEREAS, the Employee has consulted with the Union regarding this Agreement, understands all of its terms, and wishes to enter this Agreement;

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Employee and the Company agree as follows:

1. Condition Precedent. As a condition precedent to this Agreement, the Employee agrees to the withdrawal with prejudice of any pending unfair labor practice charges, complaints and grievances related to discipline the Employee received for alleged misconduct occurring during the August 2011 strike. To the extent that the Employee has filed an individual unfair labor practice charge related to such matters, the Employee will take all necessary steps to obtain the dismissal with prejudice of any Complaint issued in connection with that unfair labor practice charge. In the event that the NLRB does not approve the withdrawal of the unfair practice charge and/or the unfair practice complaint concerning the Employee, the condition precedent shall be deemed satisfied by the Employee signing this Agreement and hereby waiving any remedies he/she may have before the NLRB and agreeing that the remedies set forth in the Agreement Regarding Strike Discipline shall be the exclusive remedies to which the Employee is entitled.
2. Expungement. The Company shall expunge references to the suspension from the Employee's personnel file in accordance with the terms of the Agreement Regarding Strike Discipline.
3. Release of Claims. The Employee hereby irrevocably and unconditionally releases, acquits, and forever discharges the Company, its owners, stockholders, partners, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, parent companies, divisions, subsidiaries, affiliates, benefit plans, plan fiduciaries and/or administrators, and any and all persons acting by, through, under, or in concert with any of them (collectively "Releasees"), from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs) of any nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, relating to the suspension

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and any other discipline that the Employee received as a result of alleged misconduct occurring during the August 2011 strike. The Employee clearly and expressly agrees that the Employee will not file any additional unfair practice charges, grievances, lawsuits or other claims in any way related to the suspension and any other discipline that the Employee received as a result of alleged misconduct occurring during the August 2011 strike.

4. Non-Admission of Liability. Neither this Release of Claims nor the Agreement Regarding Strike Discipline shall in any way be construed as an admission that the Company or any of the Releasees acted wrongfully and/or committed any unfair labor practices.

5. No Prejudice or Precedent. This Agreement is without prejudice or precedent to any party's position in any other matter and no party will attempt to cite or refer to this Agreement in any grievance, arbitration, or other proceeding in any forum, except as necessary to enforce the terms of the Agreement itself.

6. Effective Date. This Agreement shall become effective at the time the Agreement Regarding Strike Discipline between the Company and the Union becomes effective.

7. Consultation with the Union and/or Counsel. The Employee represents and agrees that the Employee fully understands his or her right to discuss all aspects of this Agreement with the Union and his or her attorneys and that the Employee has exercised that right.

8. No Other Claims. The Employee represents that, other than any pending unfair labor practice charges or grievances related to Employee's discipline for alleged strike misconduct, the Employee has no pending complaints, grievances, charges, or lawsuits against the Company related to such matters.

9. No Representations. The Employee represents and acknowledges that, in executing this Agreement, the Employee has not relied upon any representation or statement not set forth herein made by the Company or by any of the Company's agents, representatives, or attorneys.

10. Severability. The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

11. Sole and Entire Agreement. Other than the Agreement Regarding Strike Discipline, this Agreement sets forth the entire agreement between the parties hereto regarding the subject matter hereof and fully supersedes any and all prior oral or written agreements or understandings between the parties hereto pertaining to the subject matter hereof. This Agreement may be modified only in writing.

12. Counterparts. This Agreement may be executed in counterparts, each of which counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. Faxes and electronically submitted copies shall be deemed originals.

**EXHIBIT D**

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\_\_\_\_\_  
Employee

Executed at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

For the Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Executed at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.





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 [Signature]  
 [Signature]

# MEMORANDUM OF AGREEMENT

This Agreement is made and entered into, the 19<sup>th</sup> day of September, 2012, by and between all present and future In-BA-Region subsidiaries, or operating units thereof, of Verizon Communications Inc. ("VZ"), except Cellco Partnership, its subsidiaries, and its affiliates d/b/a Verizon Wireless, Verizon Information Services BA - Region Directory South Sales (NTD/PDD/CDS), and all entities (and all of their subsidiaries) with a market capitalization or value of more than \$3 billion, acquired or merged with Bell Atlantic Corporation, Verizon Communications Inc., or their subsidiaries, with a closing date after August 9, 1998 (hereinafter "Company"), and the Communications Workers of America, AFL-CIO (hereinafter called "CWA"), addressing certain issues, as follows:

1. The two agreements by and between NYNEX and Bell Atlantic Companies and the CWA entitled "Agreement concerning Issues related to the Bell Atlantic-NYNEX Merger" (copies of which are attached hereto and incorporated herein by reference) are amended and will be included, as amended, within the new collective bargaining agreements which will be effective for the period September 19, 2012 to August 1, 2015.
2. The Company and the CWA will execute the attached Memorandum of Agreement Regarding Neutrality and Card Check Recognition.

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3. Whenever the Company assigns employees of VZ Companies (hereinafter "VZ employees") to perform work for the Data Solutions Group (DSG, including Verizon Network Integration Corp., Inc., formerly named BANI) which is currently, has been historically, or is substantially comparable to work performed by CWA bargaining unit employees, such work will be exclusively performed by CWA operating telephone company (hereinafter "OTC") bargaining unit employees covered by the existing collective bargaining agreements.

Operational work associated with the data network which the Company assigns to VZ employees shall be exclusively performed by CWA OTC bargaining unit employees covered by the existing collective bargaining agreements. Central offices and associated control centers will be staffed exclusively by CWA OTC bargaining unit employees covered by the existing collective bargaining agreements carrying titles such as COT/SET/TTA/CSA or their equivalents.

4. All plant work associated with digital subscriber lines (i.e., xDSL, a generic term which includes ADSL, HDSL, SHDSL, RADSL, IDSL, and all similar and subsequent technologies) between and including the central office and the network interface device shall be performed exclusively by CWA OTC bargaining unit employees covered by the existing collective bargaining agreements. All work associated with the xDSL splitter shall be exclusively performed by CWA OTC bargaining unit employees covered by the existing collective bargaining

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agreements. The Company shall not contract out any of the xDSL work discussed above.

When an end user customer purchases Verizon-on-Line DSL Service™ directly from Verizon Internet Services Inc. ("VISI") and uses Verizon as its ISP and the end user customer contracts with VISI to have it perform the installation and maintenance of the inside-data-wiring and jack, the digital modem, the Network Interconnection Card, and/or the software and configuration of the computer on the end user customer's premises ("Customer's Premise DSL I&M Work") for the Verizon-on-Line DSL Service™, the Customer's Premise DSL I&M Work for that service will be assigned to CWA OTC bargaining unit employees. That Customer's Premise DSL I&M Work shall not be contracted out in the former BA Region.

When an end user customer purchases Verizon InfoSpeed DSL Service™ directly from Verizon Advanced Data Inc. ("VADI") and does not use Verizon as its ISP and the end user customer contracts with VADI to have it perform the installation and maintenance of the inside-data-wiring and jack, the digital modem, the Network Interconnection Card, and/or the software and configuration of the computer on the end user customer's premises ("Customer's Premise DSL I&M Work") for the Verizon InfoSpeed DSL Service™, the Customer's Premise DSL I&M Work for that service will be assigned to CWA OTC bargaining unit

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employees. That Customer's Premise DSL I&M Work shall not be contracted out in the former BA Region.

The Company may designate a select group of CWA OTC bargaining unit employees to perform the Customer's Premise DSL I&M Work. The Company will first seek input from the Union but reserves the right to establish training requirements, selection, certification, attire, scheduling which is consistent with the parties' collective bargaining agreements, and other requirements for those employees. In making its designations of employees to perform that work, the Company will consider an employee's seniority but reserves the right to make the designations solely on the basis of qualifications. The Company shall begin transitioning the above work to the OTC bargaining unit employees as soon as August, 2000 and shall have completed the transition no later than April 30, 2001.

5. Whenever the Company assigns VZ employees to perform work which is currently, or which has been historically, performed by CWA OTC employees such work shall be performed exclusively by CWA OTC employees covered by the existing collective bargaining agreements.

Whenever the Company assigns VZ employees to service or sell bundled services which include any service which is currently, or historically has been, serviced or sold by CWA-represented employees, then such work shall be

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performed exclusively by CWA-represented employees, and the primary service and sales channel for such services shall be the OTC Business and Residence office, to the extent permitted by law or regulation.

Existing Bell Atlantic (BA Plus) accounts will begin to be transferred back to CWA OTC bargaining unit locations on October 1, 1998. There will be no new promotions to transfer accounts or to transfer the servicing of accounts started for BA Plus. CWA-represented service representatives/consultants will not be impacted adversely in any way by the transfer of BA Plus accounts. All accounts must be transferred to CWA OTC bargaining units no later than March 30, 1999. Such BA Plus accounts shall be transferred to broadly defined appropriate OTC organizational areas, such as the Electronic Traffic/Transfer Zone or the area served by the ACD in which the work was performed in the OTC. The commitment regarding BA Plus accounts shall have no effect on the parties' rights with respect to the transfer, movement or assignment of any work under the OTC contracts under which such work is then performed.

If the work assignment or other practices of a company which is merged with or acquired by VZ and which is covered by this Agreement are inconsistent with one or more terms of this Agreement, there shall be a reasonable transition period, not to exceed six months from the date of the closing of the merger or acquisition, to eliminate such inconsistency.

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6. Whenever the Company assigns VZ employees to perform long distance work that is similar to work which is currently, or historically has been, performed by CWA-represented employees then such work shall be assigned to CWA-represented employees covered by the existing OTC collective bargaining agreements.

To the extent permitted by law or regulation, the primary sales and service channel for long distance services shall be the OTC Business and Residence office.

Whenever the Company assigns VZ employees within CWA jurisdiction to perform work associated with video, alarm monitoring, customer contact, or the Internet, that is similar to work which is currently, or historically has been, performed by CWA-represented employees, then such work shall be performed exclusively by CWA-represented employees.

7. Whenever any employee engaged by the Company within the CWA jurisdiction is assigned to perform data services work permitted by FCC 706 exceptions, then such work shall be performed by CWA OTC employees covered by the existing collective bargaining agreements; however, if the FCC requires the Company to assign such work to a separate subsidiary or affiliate, then the work shall be performed by CWA-represented employees working under an equivalent collective bargaining agreement.

8. Nothing in this agreement is intended to limit, diminish, or infringe upon the two letters incorporated in the collective bargaining agreements by and between NYNEX Corporation on behalf of itself, and New York Telephone, New England Telephone, Empire City Subway, Telesector Resources Group, and NYNEX Information Resources, and the CWA entitled respectively "New Business" and "Old Business Letter," dated April 3, 1994, (copies of which, adapted to apply under this Agreement, are attached hereto and incorporated herein by reference) (the "Old and New Business Agreements"). The Old and New Business Agreements are amended and renewed and will be included, as amended, within the new collective bargaining agreements between parties to the 2012 MOU. The terms Bell Atlantic Corporation ("BAC") and Verizon Communications Inc. ("VZ") as defined and used in the New Businesses Agreement means the Company as defined in the introductory paragraph of this Agreement, which is controlling.

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## INTERPRETIVE COMMENTS

1. Work will be considered to have been "historically performed" by CWA-represented employees if it has been performed by such employees within the last seven years and over a significant period of time.
2. "Current work" includes any evolution of such work.
3. This agreement is not intended to affect any issue regarding a claim that management employees are performing bargaining unit work. It is also recognized that CWA will continue to press such claims.
4. It is not the intent of this Agreement that existing work being performed by Verizon Connected Solutions, Inc. ("VCSI"), formerly named Bell Atlantic Communications and Construction Services, Inc. (BACCSI), is to be returned to the OTCs, except as specifically provided in the amended Broadband Network / Employment Security Provisions of the 2000 MOU between the former BA South Region OTC's and the CWA. (Copy attached and incorporated herein.)  
However, it is the intent of this Agreement to not transfer more OTC work to VCSI.
5. This Agreement applies only to work assigned to and performed by VZ employees within the former Bell Atlantic footprint. Due to the merger between BA and GTE, the names of certain companies in this Agreement have changed from the 1998 Agreement between the parties. This Agreement is not intended to expand the meaning or scope of the 1998 Agreement, except as noted in paragraphs 1, 4 and 5 of this Agreement, and paragraph 4 of the Interpretive

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Comments of the 1998 MOA, and the deletion of paragraph 9 of the Interpretive Comments of 1998 MOA. For that reason, the following terms are defined:

VZ Companies are subsidiaries of VZ, covered by the Agreement, operating within the former BA footprint;

VZ Employees are employees of VZ Companies performing work in the former BA footprint.

6. Any provisions of this Memorandum of Agreement are subject to legal and regulatory requirements.
7. Any obligation to have work performed by CWA-represented employees is limited to areas within CWA jurisdiction in the former BA footprint.
8. It is not the intent of paragraph 4 of this Agreement to affect work by suppliers in the Central Office prior to the operational phase of a service or product.

This Agreement expires at 11:59 p.m. on August 1, 2015.

For: Communications Workers of America

For: Company

Dennis G. Trainor  
Dennis Trainor

Patrick Prindeville  
Patrick Prindeville

Date: Sept. 19, 2012

Date: 9/19/12

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**AGREEMENT CONCERNING ISSUES  
RELATED TO THE BELL ATLANTIC-GTE MERGER**

This Agreement, by and between Verizon ("VZ")-New York, Inc., VZ New England, Inc., Verizon Services Corp. ("VSC"), Empire City Subway Company (Limited), and NYNEX Information Resources Company, (hereinafter collectively called "the Companies" and individually called a "Company"), and Communications Workers of America, AFL-CIO (hereinafter "CWA") addresses the permanent transfer of jobs relating to the Bell Atlantic-GTE merger.

**Limitations on Transfer of Jobs**

The following limitations on permanent transfers of jobs shall be effective-September 19, 2012 and terminate concurrently with the labor agreements, August 1, 2015.

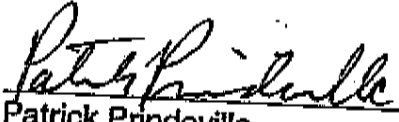
- (1) During each contract year of the parties' current collective bargaining agreements ("CBA"), from September 19, 2012 to August 1, 2015, a Company may not permanently transfer more than .7% of the CWA represented jobs from any of the universes described below to an area outside of New York State ("NYS").
  - (a) Plant Bargaining Unit - The universes for the Plant bargaining unit within NYS are the counties of NYS.
  - (b) Commercial Bargaining Unit - The universes for the Commercial bargaining unit within NYS are the counties of NYS.
  - (c) Traffic Bargaining Unit - The universes for the Traffic bargaining unit within NYS are the individual Traffic bargaining units within NYS.
  - (d) Accounting Bargaining Unit - The universes for the Accounting bargaining units within NYS are the individual Accounting bargaining units within NYS.
  - (e) VSC Bargaining Unit - The universe for the VSC bargaining unit within NYS is the Company-wide bargaining unit in NYS.
- (2) The percentage of jobs permanently transferred from NYS to an area outside NYS will be calculated as follows:
  - a. Total CWA Represented Jobs in a universe in NYS permanently transferred to an area outside NYS.
  - b. (divided by) Total CWA Represented Jobs in that universe.
- (3) During each contract year of the parties' current collective bargaining agreements ("CBA"), from September 19, 2012 to August 1, 2015, a Company may not permanently transfer more than .7% of the CWA

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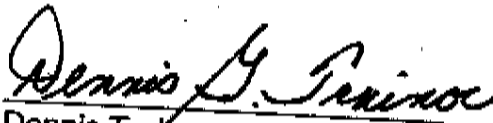
represented jobs from the universes described below to an area outside the New England States.

- (a) New England Directory Sales and New England Directory Clerical Bargaining Units - The universes for the New England Directory Sales ("NE Dir. Sales") and Directory Clerical ("NE Dir. Clerical") bargaining units in New England ("NE") are those bargaining units within NE.
- (b) New England CWA Locals 1302, 1395 and CWA 1400 Bargaining Units - The universes for the New England CWA Locals 1302, 1395 and 1400 bargaining units are those bargaining units within NE.
- (4) The percentage of jobs permanently transferred from NES to an area outside NES will be calculated for each universe as follows:
- a. Total CWA Represented Jobs in a NES universe permanently transferred outside NES;
- b. (divided by) Total CWA Represented Jobs in that universe.
- (5) If an employee voluntarily transfers from a job in NYS to a job outside NYS, or from a job in NES to a job outside the NES, the transfer of that employee shall not be included in the calculation of the percentage of jobs permanently transferred for purposes determining whether the .7% per year limit has been exceeded.

For The Companies

  
Patrick Prindeville

For The CWA

  
Dennis Traitor

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**MEMORANDUM OF AGREEMENT  
REGARDING NEUTRALITY AND CARD CHECK RECOGNITION**

The Verizon Communications Inc. ("VZ") Companies Covered by this Memorandum of Agreement ("the Companies") and Communications Workers of America ("the Union"), for and in consideration of the mutual promises and agreements set forth below, hereby enter into this Memorandum of Agreement Regarding Neutrality and Card check Recognition ("Agreement") as of the 19<sup>th</sup> of September, 2012.

1. Duration. This Agreement is effective as of the date stated above, and shall remain in effect until 11:59 PM on August 1, 2015, unless extended, modified or terminated by mutual written agreement of the parties. The parties expressly understand, however, that in the event this Agreement is terminated before August 1, 2015 all of the terms hereof nevertheless shall survive said termination and remain in effect with respect to any reorganization or restructuring of any bargaining unit as a result of which management creates any new in-region subsidiary, division, or operating entity as to which no Union representation then exists.

2. Applicability.

(a) All card check procedures and any Union recognition provided for by this Agreement shall be applicable as of September 19, 2012, for non-management employees of the Companies "In the former BA Region" ("In-Region"), i.e., within the former BA operating region in thirteen state and District of Columbia region comprised of Maine, New Hampshire, Vermont, Rhode Island, Massachusetts, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Maryland, Virginia, West Virginia and the District of Columbia.

(b) As used herein, "the Companies" means all present and future In-Region subsidiaries, or operating units thereof, of VZ, except Cellico Partnership, its subsidiaries, and its affiliates d/b/a Verizon Wireless, Verizon Network Integration Corp., Inc., Verizon Information Services BA-Region Directory South - Sales (CDSC/NTD/PDD), and all entities (and all of their subsidiaries) with a market capitalization or value of more than \$3 billion, acquired by or merged with Bell Atlantic Corporation, Verizon Communications Inc., or their subsidiaries, with a closing date after August 9, 1998. [Includes for all of the above Companies, all In-Region operations in the thirteen state and D.C. region. Staff operations in an "out of region" organization, even if located within the thirteen state "In-region" territory, or any other operations outside this thirteen state territory, are not included.]

(c) As used herein, "non-management" means employees who normally perform work in non-management job titles, as determined by the Companies, in accordance with the statutory requirements of the National Labor Relations Act, as amended, and applicable decisions of the

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National Labor Relations Board and reviewing courts. If the Union disagrees with any such determination, the parties agree to submit the issues of unit definition to arbitration as set forth in paragraph 3, below, using the aforesaid statutory requirements and decisions as the governing principles.

(d) In addition to the foregoing, the parties further agree that any proposed bargaining unit shall exclude, but not by way of limitation, all professional, confidential, and managerial employees, guards and supervisors as defined in the National Labor Relations Act.

3. Card Check Recognition Procedure.

(a) When requested by the Union, the Companies agree to furnish the Union lists of employees in the bargaining units. This list of employees will include the work location, job title and home address.

(b) The Union will give twenty one (21) days' notice for access to Company locations. Access will be limited to one sixty (60) day period in any twelve months for each unit agreed upon or determined as provided herein.

(c) (1) The Union and the Companies shall meet within a reasonable period, but not to exceed ninety (90) days, after the effective date hereof for the purpose of defining appropriate bargaining units for all presently existing potential bargaining units. In the event that the parties are unable to agree, after negotiating in good faith for a reasonable time, upon the description of an appropriate unit for bargaining, the issue of the description of such unit shall be submitted to arbitration administered by, and in accordance with, the rules of the American Arbitration Association (AAA). The arbitrator shall be confined solely to the determination of the appropriate unit for bargaining and shall be guided in such deliberations by the statutory requirements of the National Labor Relations Act and the precedential decisions of the National Labor Relations Board and Appellate reviews of such Board decisions. The parties agree that the decision of the Arbitrator shall be final and binding. The Companies and the Union agree to select by agreement a permanent arbitrator and an alternate within 30 days of signing this Agreement to hear disputes under this Agreement. If the parties cannot agree, they shall select the arbitrators from list(s) provided by the AAA.

(2) If either the Companies or the Union believes that the bargaining unit as agreed or determined in (c) (1), above, is no longer appropriate due to organizational changes, then the parties shall meet and confer in good faith for the purpose of re-defining the appropriate unit. In the event that the parties are unable to agree, after negotiating in good faith for a reasonable time, upon the re-definition of an appropriate unit, the issue of the description of such unit, shall be submitted to arbitration as provided in (c) (1).

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(d) The Companies agree that the Union shall be recognized as the exclusive bargaining agent for any agreed-upon or otherwise determined bargaining unit(s) not later than ten (10) days after receipt by the Companies of written notice from the American Arbitration Association ("AAA") that the Union has presented valid authorization cards signed by a majority of the employees in such unit(s).

(e) For the purposes of determining the number of employees that constitute a majority of the bargaining unit, the employee population will be composed of only those employees employed in the bargaining unit on the earliest date which appears on the cards presented to the AAA. The cards so presented must be dated within sixty (60) days of each other, but no earlier than the date of execution of this Agreement, and each card so presented must contain at least the language set forth in Attachment 1 hereto. The Companies shall provide the AAA all employees, job title and other information required for the AAA to verify the existence of more than 50% of employee authorizations as provided for in this Agreement.

(f) In the event the Union fails to deliver to AAA valid authorization cards signed by a majority of employees in any aforesaid bargaining unit upon completion of its card-signing effort, the Union agrees not to begin any further card-signing effort in such unit for a period of one year from the date on which access was first granted as provided in (b), above.

(g) As soon as practicable after the aforesaid recognition and upon written request by the Union, the Companies, or the appropriate subsidiary, division or operating unit thereof, shall commence bargaining in good faith with the Union with respect to wages, hours, and other terms and conditions of employment for the employees employed within the agreed upon or otherwise determined appropriate bargaining unit.

#### Neutrality.

(a) The Companies agree, and shall so instruct all appropriate managers, that the Companies will remain neutral and will neither assist nor hinder the Union on the issue of Union representation.

(b) For purposes of this Agreement, "neutrality" means that management shall not, within the course and scope of their employment by the Companies, express any opinion for or against Union representation of any existing or proposed new bargaining unit, or for or against the Union or any officer, member or representative thereof in their capacity as such. Furthermore, management shall not make any statements or representations as to the potential effects or results of Union representation on the Companies or any employee or group of employees. The Union also agrees that, in the course of any effort by the Union to obtain written authorizations from employees as provided for in paragraph 3(b), above, neither the Union nor any of its officers,

representatives, agents or employees will express publicly any negative comment concerning the motives, integrity or character of the Companies, Verizon Communications Inc., or any of their officers, agents, directors or employees.

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(c) This Agreement supersedes and terminates any and all other agreements, Memoranda of Understanding, commitments or statements of intent regarding neutrality, card-check procedures or union organizing rights that may exist as of the date hereof between the Union and any of the Companies, including but not limited to the existing NYNEX Neutrality Agreement, the Neutrality, Card Check and Successorship Agreements with the operating telephone companies of Bell Atlantic Corporation prior to its merger with NYNEX, and with BA Network Services, Inc., and the BA Communications, Inc. Agreement on Principles and Behaviors with Regard to Union Organizing Campaigns, but does not supersede or terminate the NYNEX New Business Agreement, NYNEX Old Business Letter, or the Common Interest Council Letter.

5. Valid Authorization Card. For purposes of this Agreement, a valid written authorization card shall state specifically that by signing the card, the employee agrees to be represented by the Union, using the language set forth in Attachment 1.

6. Regulatory and Legislative Support. The Union hereby agrees to continue its support before the appropriate regulatory and legislative bodies for the Companies' efforts to remain competitive in, and/or gain entry to, all telecommunications and related markets in which the Companies choose to participate, unless the Union determines such support to be in conflict with its interests. If the Union determines such conflict exists, the Union will promptly so notify the Companies and, the request of the Companies, meet to discuss and confer on such conflict.

The Companies hereby agree to support Union efforts before regulatory and legislative bodies unless the Companies determine such support to be in conflict with their interests. If the Companies determine such a conflict exists, the Companies will so notify the Union, and will if requested by the Union, meet to discuss and confer on such conflict.

7. Dispute Resolution. Except as to disputes referenced in paragraph 3 (c) of this Agreement, all disputes concerning the meaning or application of the terms of this Agreement shall be handled and addressed by the meeting of designated representatives of the Companies and the Union. Either party may request such a meeting and each party pledges its best efforts to address any and all concerns raised as to the meaning or application of this Agreement. With the exception of matters referenced in paragraph 3 (c) above, the meaning or application of this Agreement shall not be subject to arbitration. Each party reserves its right to seek judicial or other relief provided by law to



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enforce this Agreement. However, the parties agree that prior to seeking such relief provided by law, the parties will meet and confer as set forth above.

8. Wavier of Claims.

(a) The Union promises and agrees that, in connection with any arbitration, and in connection with any other legal, equitable or administrative suit, proceeding or charge arising subsequent to the effective date of this Agreement between the Union and any VZ Company, or VZ Communications Inc., including but not limited to any proceeding before the National Labor Relations Board or its delegate, the Union hereby waives any claim, allegation or argument, and agrees to refrain from presenting this agreement, or any action or information related to it, as evidence in support of any claim, allegation or argument, that any VZ Company or VZ Communications Inc., and/or any of its current or future subsidiaries, and/or their divisions, units, agents, or affiliates, are or have been a single employer, joint employers, alter-egos, or that any employees should be accreted to any bargaining unit, to the extent that any such claim, allegation or argument is based upon

(1) any changes on or after August 15, 1997, in the administration and/or control of labor relations by Bell Atlantic Corporation, VZ Communications Inc. or any Bell Atlantic or VZ Companies; or

(2) any change in the scope, availability in employees, or administration by management of any program or practice for the effectuation of employee-initiated transfers between or among different subsidiaries or bargaining units; provided, however, that this subparagraph (2) shall not be construed as having any effect on the Union's right or the Companies' obligation, to the extent the same may exist under applicable law and/or any pre-existing collective bargaining agreement(s), to negotiate changes in the terms and conditions applicable to such transfers.

(b) The provisions of this paragraph 8 shall survive the expiration of the remainder of this Agreement, and shall have full force and effect until specifically voided by mutual written agreement of the parties.

9. Severability. Should any portion of this Agreement be voided or held unlawful or unenforceable by the National Labor Relations Board or any court of competent jurisdiction, the remaining provisions shall remain in full force and effect for the duration of this Agreement.

COMMUNICATIONS WORKERS OF  
AMERICA

By Dennis G. Trainor  
Dennis Trainor

Date Sept. 19, 2012

VERIZON  
COMPANIES

By Patrick Prindeville  
Patrick Prindeville

Date 9/19/12

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## **NEW BUSINESSES**

The following procedures regarding union recognition upon the start-up or acquisition of New Businesses by Verizon Communications Inc. ("VZ") and the hiring of New Business Employees shall be inserted as an Article in all collective bargaining agreements between the Union and the Companies employing its members in the former Bell Atlantic North Footprint.

### **ARTICLE \_\_\_\_\_**

## **NEW BUSINESSES**

1. "New Businesses" are defined as companies or new operations hereinafter started up or acquired by VZ in a telecommunications line of business. They would include, among others, the construction, installation, maintenance, marketing and sales of cable television, video, information and interactive media services, and new and traditional voice and data telephone services. As applied here, such New Businesses are those in which VZ has a majority stock or equity interest and management control, and which do business in the former BA North Footprint. They do not include new operations which, by agreement of the parties or by operation of law, are covered by an existing CWA or IBEW collective bargaining agreement. VZ shall mean the Verizon Communications Inc. and the "Company" parties to the Memorandum of Agreement to which this Article is attached. The former BA North Footprint shall mean the former operating area of BA within Maine, New Hampshire, Vermont, Rhode Island, Massachusetts, New York and the areas of Connecticut covered by the Byram and Greenwich exchanges.
2. "New Businesses Employees" (NBEs) are employees of New Businesses who perform telecommunications work in the former BA North Footprint that is the same or equivalent to traditional telephone work currently performed as part of their regular duties by bargaining unit members of CWA and IBEW. For example, the work would include the installation and maintenance of inside wire and converter boxes for cable television, and the associated customer representative and accounting work for the services provided. The work does not include non-telecommunications work such as the work performed by janitors, elevator mechanics, elevator operators, watch engineers, or garage mechanics.
3. For New Businesses that are acquired by VZ with an existing complement of employees in the NBE positions, and where those employees are not represented by a union, additional NBE vacancies shall be offered to qualified VZ former BA North Footprint employees from an existing CWA or IBEW bargaining unit pursuant to paragraph 7 and Appendix A of this Article. In such situations, union representation procedures shall be governed by the neutrality and card check provisions set forth in the Neutrality and Card Check Agreement between

the parties executed this date. If this process results in card check recognition, collective bargaining shall be governed by Appendix B.

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4. For New Business that are start-up companies or operations (i.e., those without an existing complement of employees), VZ shall offer to hire the initial complement of NBE positions from qualified former BA North Footprint employees in existing CWA or IBEW bargaining unit(s) pursuant to paragraph 7 and Appendix A of this Article, and, in turn shall recognize CWA or IBEW as the bargaining representative for the new unit(s) so long as the majority of the initial complement of NBEs are hired from existing CWA or IBEW bargaining units. The initial complement of employees is defined as the number of employees required to get the new business up and running. In such situations, the collective bargaining process shall be governed by Appendix B. If the initial complement of employees cannot be filled with a majority of employees from existing bargaining units, then the neutrality and card check provisions set forth in the Neutrality and Card Check Agreement executed on this date shall apply.

5. For New Businesses that are acquired by VZ with an existing complement of non-union employees in the NBE positions, and where VZ increases the size of the NBE work force, VZ shall abide by the terms of paragraph 4 and not paragraph 3 if, within one year of acquisition, employees from existing CWA or IBEW bargaining units constitute the majority of the NBEs.

6. For a New Business where VZ does not have a majority stock or equity interest and management control, VZ shall abide by the terms of this Article if a partner in that business is bound by the same, or substantially the same, agreement with CWA or IBEW, and together they have majority stock or equity interest and management control of that business.

7. VZ shall first offer NBE positions to qualified volunteers from existing bargaining unit(s) of the appropriate union. For New Businesses that are acquired by VZ with an existing complement of employees in the NBE positions, bargaining unit employees shall be notified of all additional NBE positions and shall have ten (10) working days to apply for those positions before VZ may hire off the street. For New Business that are start-up companies or operations, VZ may hire off the street after thirty (30) days if qualified volunteers cannot be found from existing bargaining units to make up the initial complement of NBE positions. The hiring of volunteers from CWA or IBEW bargaining units shall be a priority, and qualifications for union applicants shall in all respects be identical to qualifications established for non-union applicants. Former BA North Footprint employees who have been declared surplus shall be given first consideration for NBE positions and employees hired from existing CWA or IBEW bargaining units shall bring their net credited service to the New Business.

8. If the validity of one or more of the provisions of this Article is challenged in a court of law or before the NLRB, the New Business, VZ and the Union shall cooperate and take all necessary steps to defend the validity of the Article. If one

or more of the provisions of this Article is declared void, the parties agree to modify the Article, if possible, in a manner consistent with the law and the parties' original intent.

9. The exclusive means of resolving any alleged violation or dispute arising under this Article, except those governed by Appendix B, shall be the disagreement resolution process set forth in Appendix C of this Article .

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**APPENDIX A**

VZ shall offer NBE positions described in paragraph 3 and 4 of this Article to the following bargaining unit employees in the following locations:

Location of New Business	Positions	Bargaining Unit** ***
New York and Connecticut*	Plant	CWA
Upstate New York	Commercial	IBEW Local 2213
Downstate New York	Commercial	CWA
New York	Traffic	CWA
New York	Accounting	CWA
New Hampshire	Commercial	CWA
Maine, Massachusetts, Vermont	Residence Commission Advertising Directory Sales	CWA
Rhode Island	Residence	IBEW
Maine, Massachusetts, New Hampshire, Rhode Island, Vermont	Commission Advertising, Directory Sales	CWA
Maine, Massachusetts, New Hampshire, Rhode Island, Vermont	Plant, Traffic and Accounting	Not Applicable

\* As defined in paragraph 1 of this Article.

\*\* If a dispute arises between CWA and IBEW over which unions shall be offered NBE positions, the unions shall have ten (10) working days to resolve the matter and so notify the Company. If the dispute is not resolved within ten (10) working days, then the provisions of paragraphs 4 and 7 shall not apply to the New Business in which the dispute exists and VZ may then fill the NBE positions by hiring off the street.

\*\*\* The Chart set out above may change over time with changes in CWA or IBEW jurisdiction.

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## APPENDIX B

To insure the success and stability of a New Business, the parties shall negotiate the first collective bargaining agreement for that New Business for a term of three (3) years according to the following procedures.

1. Prior to starting a New Business, VZ shall review with the union its staffing needs in that business. VZ and the union shall also engage an independent consultant to provide a study of wages, benefits, time off, hours of work, differentials, allowances, work rules, scheduling, staffing, productivity levels and other relevant information regarding VZ competitors in the specific line of business and area where VZ plans to operate. If competitors in the geographic area do not exist, the study shall focus upon employers in the same line of business in adjacent or comparable areas. The study shall be used by the parties as a guide to negotiating a fair contract for both the Company and the employees. If the parties cannot agree upon a single independent consultant, they may each select their own consultant to develop separate studies to be used by the parties in their negotiations.
2. If negotiations reach an impasse, either party may invoke binding Arbitration of the unsettled items for final resolution. The arbitration award on the economic issues in dispute shall be confined to choice between (a) the last offer of the employer on such issues as a single package and (b) the union's last offer, on such issues, as a single package; and, on the non-economic issues in dispute, the award shall be confined to a choice between (a) the last offer of the employer on each issue in dispute and (b) the union's last offer on such issue.
3. The arbitration shall be governed by Article 12.02 of the VZ-NY/CWA Plant contract.
4. Prior to the start of the arbitration hearings, the parties shall submit to the arbitrator their final offers in two separate parts: (a) single package containing all the economic issues in dispute and (b) the individual issues in dispute not included in the economic package, each set forth separately by issue.
5. In the event of a dispute, the arbitrator shall have the power to decide which issues are economic issues. Economic issues include those items which have a direct relation to employee income including wages, salaries, hours in relation to earnings, and other forms of compensation such as paid vacation, paid holidays, health and medical insurance, pensions, and other economic benefits to employees.

6. In deciding the issues in dispute, the arbitrator's decision shall be governed by the prevailing practice of competitors in the area, and/or employers in the same line of business in adjacent or comparable areas.

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**Appendix C**

**DISAGREEMENT RESOLUTION PROCESS**

The following process shall govern the resolution of all alleged violations of or disputes arising under this New Businesses Article except those matters governed by Appendix B of this Article.

1. If either party submits an alleged violation or dispute for resolution through this process, the parties, including, if necessary, the Vice President, District One of the CWA and the Executive Vice President Human Resources of VZ, shall meet to discuss and resolve it.
2. If the parties are unable to resolve an alleged violation or dispute themselves, they will seek the assistance of a mediator agreed upon by both parties. Once selected, that mediator or an agreed upon replacement shall be the permanent mediator for resolving alleged violations and disputes under this Appendix for the remainder of this Agreement. If a mediator cannot be mutually selected by the parties within a reasonable period of time, each party shall promptly appoint a mediator of its choosing, and those two mediators, using the process they agree upon, shall promptly appoint the mediator to resolve the dispute under this Appendix.
3. If the parties are unable to reach agreement with the assistance of the mediator, the mediator shall issue a binding decision on those unresolved issues.
4. The procedure the mediator shall use in assisting the parties to reach agreement or in gathering information and deliberating in order to issue a binding decision shall be determined by the mediator under the following guidelines:
  - (a) With respect to disputes in which there are no important factual issues in dispute, there shall be no formal hearings or taking of evidence. Instead, the parties, without the assistance of counsel, shall present their information and positions to the mediator through discussion, rather than a legal or quasi-legal proceeding. In presiding over this process, the mediator shall make every effort to resolve the differences before having to issue a binding decision.
  - (b) With respect to disputes in which there are important factual issues in dispute, either party may request that the mediator use expedited arbitration in lieu of (a) above, and the mediator may do so if he believes it will help to resolve the dispute. However, the arbitration shall be informal in nature, without formal rules of evidence and without a transcript. The mediator shall be satisfied that the information submitted is of a type on which he or she can rely, that

the proceeding is in all respects a fair one, and that all facts  
necessary to a fair decision are presented.

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September 19, 2012

Mr. Dennis Trainor  
Assistant to the Vice President  
Communications Workers of America  
AFL-CIO, District One  
80 Pine Street, 37<sup>th</sup> Floor  
New York, NY 10005

Dear Mr. Trainor:

This letter confirms the understanding of the parties that should Verizon ("VZ") - New York, Inc., VZ-New England, Inc., Empire City Subway, Verizon Services Corp., NYNEX Information Resources, or the Verizon Communications Inc. ("Companies") engage in telecommunications work within the former operating area of the seven state former Bell Atlantic North Footprint (NY, MA, NH, VI, ME, RI, CT Byram Greenwich Exchange), not previously undertaken by that company, that work shall be bargaining unit work covered by the existing collective bargaining agreements if it is the same or equivalent to the telecommunications work currently performed by bargaining unit members in that company as part of their regular duties.

For example, if VZ-New York, Inc. were permitted by legislation to offer cable television services, the work would include the installation and maintenance of the fiber/coaxial network, the inside wire and converter boxes, and the associated customer representative and accounting work for the CATV service provided.

Nothing in this paragraph affects the parties' (i) existing rights or duties under present contracts, (ii) their legal rights with respect to allegations of management performing bargaining unit work, or (ii) the Company's contractual rights with respect to contracting out work.

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For the purposes of this agreement, telecommunications work shall mean the construction, installation, maintenance, marketing and sales of cable television, video, or information and interactive media services, and new and traditional voice and data telephone services.

COMPANIES

  
Patrick Prindeville

AGREED:

COMMUNICATIONS WORKERS OF AMERICA

  
Dennis Trainor, Assistant to Vice President

September 19, 2012

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BP 9/19/12

Mr. Dennis Trainor  
Assistant to the Vice President  
Communications Workers of America  
AFL-CIO, District One  
80 Pine Street, 37<sup>th</sup> Floor  
New York, NY 10005

Dear Mr. Trainor:

In paragraph 8 of our Memorandum of Agreement ("Agreement") dated September 19, 2012, we agreed that the Agreement was not intended to limit, diminish or infringe upon the NYNEX New Businesses and Old Business Letters. With this letter, we confirm that the Union's access rights to the Companies in the operating area of the former BA North Footprint for purposes of organizing employees under the Memorandum of Agreement Regarding Neutrality and Card Check Recognition, which is a part of this Agreement, shall not provide any less access to the Companies than the access rights contained in the NYNEX Neutrality Agreement, which is a part of the parties' 1994 Memorandum of Agreement and which is attached to this letter.

This letter agreement shall be added to the Agreement as an attachment.

  
Patrick Prindeville

AGREED TO:

COMMUNICATIONS WORKERS OF AMERICA

  
Dennis Trainor/Assistant to Vice President

9/19/12


Verizon Network Integration Corp, Inc. Customer Bid Work

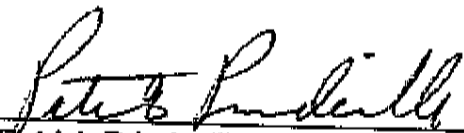
1. This Agreement applies to the performance of work within the former Bell Atlantic footprint on customer service contracts bid-on by Verizon Network Integration Corp, Inc. ("VNICI") after October 5, 1998 (the "Work").
2. For the part of the Work which is currently or has been historically performed by CWA bargaining unit employees, VNICI shall designate the appropriate operating telephone company ("OTC") employing CWA bargaining unit members as its sole contractor and its bargaining unit employees shall perform the work.
3. As appropriate, VNICI may obtain the assistance and participation of bargaining unit employees and the CWA and its leadership in connection with the process of bidding on customer work.
4. Recognizing the exceptionally competitive market in which VNICI operates, which demands the highest standards of quality, productivity and customer care, the parties agree that specific employees may be assigned to specific accounts.
5. Recognizing the nature of the Work as described in paragraph 4 and the commitments of VNICI to assign Work to CWA represented employees as described herein, the parties agree to cooperate with each other in the implementation of this Agreement in order to insure its success as integral to the success of VNICI. To that end, the parties agree that as a fundamental requirement the quality and productivity standards on which bids are based must be met. Accordingly, the parties will creatively address such issues as work rules, work schedules, productivity, customer pricing sensitivity, and quality standards in order to create the conditions conducive to having customer focused high performance employees.
6. Representatives of the Union (including the International Union) and the Company will meet periodically to review the progress of the above efforts and to resolve any difficulties that may have arisen.

This Agreement expires at 11:59 p.m. on August 1, 2015.

For: Communications Workers of America

For: Company

  
Dennis Trainor

  
Patrick Prindeville

Date: Sept. 19, 2012

Date: 9/19/12



**VERIZON NEW YORK INC.**

**AND**

**EMPIRE CITY SUBWAY COMPANY (LIMITED)**

**AND**

**VERIZON SERVICES CORP.**

**AND**

**VERIZON CORPORATE SERVICES CORP.**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA  
AFL-CIO DISTRICT ONE**



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afford the Union a period of five (5) days during which period representatives of the Company and the appropriate Local Union shall discuss the intended adjustment.

(ii) If the Company decides that it will make such an adjustment due to the reduction described in sub-paragraph (i) above, the revised minimum number of vacation weeks that shall be scheduled for the vacation group for the remainder of the weeks in the calendar year outside the summer period will be the average number weeks that could be scheduled for weeks outside the summer period based on the number of employees in the group as of May 15. For example, if on November 15, 2012 the group consists of 100 employees each entitled to 2 weeks of vacation, then the number of weeks for the summer period would be 70 weeks of vacation and the average number of vacation weeks outside the summer period would be 6 weeks (i.e. 70 weeks divided by 12 weeks = 5.8 rounded up to 6). If as of May 15, 2013 the group has experienced a permanent reduction in the number of employees to 80 (i.e. 20% reduction), the Company could revise the minimum number of vacation weeks that shall be scheduled for the group for the remainder of the weeks in the calendar year outside the summer period to 5 weeks. Any decrease in the number of employees in the group between November 15 and May 15 will not affect the number of weeks scheduled for the summer period.

(iii) If the Company decides that it will make such an adjustment due to the reduction in the number of employees in the group as described in sub-paragraph (i) above and it results in the minimum number of vacation weeks that shall be scheduled for the vacation group for the remainder of the weeks in the calendar year outside the summer period being decreased, the Company will still honor the vacation time of any employee who scheduled his vacation for any non-summer week prior to the adjustment. However, if the number of employees who scheduled vacation for that week is below the allotment of weeks determined by the November 15 calculation, and the adjustment results in the minimum number of vacation weeks for the remainder of the weeks in the calendar year outside the summer period being decreased, then the revised number will serve as the maximum number of employees who can schedule vacations for that week if the number of scheduled weeks is equal to or below the revised number. For instance, in the example in sub-paragraph (ii)

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above where the minimum number of vacation weeks outside the summer period would be 6 weeks based on the size of the group as of November 15, 2012, but it would be reduced to 5 weeks because of the reduction in the size of the group, in any week where 6 employees previously scheduled vacation, all such previously scheduled vacation time would be honored. However in a week in which 5 or less employees scheduled vacation, the maximum number of employees who could schedule vacation for that week would be 5.

(iv) If the vacation group experiences a permanent increase in the number of the group of twenty percent (20%) or more between November 15 and May 15, the Company shall recalculate the minimum number of vacation weeks that shall be scheduled for the vacation group for the remainder of the weeks in the calendar year outside the summer period based on the size of the group as of May 15. For example, if on November 15, 2012 the group consists of 100 employees each entitled to 2 weeks of vacation, then the average number of weeks for the summer period would be 6 weeks of vacation and the average number of weeks outside the summer period would be also be 6 weeks. If as of May 15, 2013 the group has experienced a permanent increase to 125 (i.e. 25%), the Company shall revise the minimum number of vacation weeks that shall be scheduled for the group for the remainder of the weeks in the calendar year outside the summer period to 7 weeks. Any increase in the size of the group will not affect the weeks scheduled for the summer period.

(d) Vacation groups in which employees are not required to take one of their vacation weeks during the first four months of the calendar year will be treated in the same manner as those who are in an "affected group" and all of the provisions of Article 23.06 (c)(1) - (4) will be applied to them.

\*\*\*\*\*

(n) Subject to other limitations contained in the collective bargaining agreement (e.g. taking at least one week as a full week of vacation), employee requests to take one or more of their day-at-a-time vacation days will be granted subject to the following requirements:

- 1) The employee must make the request to his/her supervisor at least 48 hours before the day(s) that he/she wishes to take as vacation time.

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- 2) Granting such requests will be limited to the number of available unselected days that are scheduled for that week (e.g. If 5 weeks of vacation were scheduled for a particular week, but only four weeks were selected to be used by employees, then no more than 5 days (one day Mon - Fri) would be available that week to be used by employees under this sub-paragraph. However, the supervisor may, in his/her discretion, grant more employees to take vacation that day.
- 3) Scheduling such day-at-a-time vacations days may be denied in the case of an emergency as defined in Article 2.18.

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**PLANT AGREEMENT**  
**ARTICLE 59.01 – EQUALIZATION OF OVERTIME**

[Add a new paragraph to the end of Article 59.01 that reads as follows:]

Similarly, if it is mutually agreeable to the Local Union and the Company, where the first line supervisor's group encompasses more than one location, these locations may be administered as separate units for purposes of the equalization of overtime. Either the Company or the Local Union may withdraw any such agreement by giving the other party thirty (30) days written notice.

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**PLANT AGREEMENT**  
**ARTICLE 59.02 - EQUALIZATION OF OVERTIME**

[Delete first paragraph of Article 59.02 and replace with the following:]

"59.02

**Equalization of overtime lists shall be reduced to zero on January 1, 2013. The order of names for sequence of call for overtime assignments immediately following the reduction of the lists to zero shall be the same as the order of names on the lists at the time they were reduced to zero.**

PLANT CONTRACT  
BEREAVEMENT LETTER - Page 175

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[Amend Bereavement Letter to read as follows:]

Richard Moskala  
Director, Labor Relations

August , 2011

Mr. William Gallagher  
Staff Representative  
Communications Workers of America  
80 Pine Street -37th Floor  
New York, New York 10005

Dear Mr. Gallagher:

This will confirm our understanding that when a death occurs in an employee's immediate family, the employee shall be given three (3) scheduled working days off with pay beginning with the first scheduled working day on which the employee does not report for duty. The term "employee's" immediate family" shall mean the employee's mother, father, sister, brother, wife, husband, son, daughter, mother-in-law, father-in-law, grandmother, grandfather, granddaughter, grandson, relative who takes the place of a parent, **domestic partner** or other relative living in the employee's home at the time of death.

Very truly yours,

Richard Moskala  
Director, Labor Relations

AGREED:  
COMMUNICATIONS WORKERS OF AMERICA  
William Gallagher  
Staff Representative

PLANT CONTRACT

JOINT GRIEVANCE COMMITTEE LETTER - Page 214

[Delete Joint Grievance Committee Letter and replace with the following:]

Richard Moskala  
Director, Labor Relations

August \_\_, 2011

Mr. William Gallagher  
Staff Representative  
Communications Workers of America  
80 Pine Street -37th Floor  
New York, New York 10005

Dear Mr. Gallagher:

This will confirm our agreement to establish a joint committee to deal, on an ongoing basis, with issues related to the effective administration of the contractual grievance procedure. Such issues may include, but are not limited to, the presence of appropriate representatives at certain types of grievances, the enforcement of contractual time limits, and compliance with grievance settlements.

The committee will be chaired by the Company's Executive Director of Labor Relations and the Union's Area Director or their designated representatives, and will meet quarterly at mutually convenient times and locations. **A Director Level manager from the Company shall attend the Committee meetings when requested by the Company's Executive Director of Labor Relations or the Union's Area Director.**

Very truly yours,

\_\_\_\_\_  
Richard Moskala,  
Director, Labor Relations

AGREED: \_\_\_\_\_  
COMMUNICATIONS WORKERS OF AMERICA  
William Gallagher  
Staff Representative

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**PLANT CONTRACT**  
**LINKED WEEKEND TOUR TRIAL**

[Add the following letter to read as follows:]

Richard Moskala  
Director, Labor Relations

August \_\_, 2012

Mr. William Gallagher  
Staff Representative  
Communications Workers of America  
80 Pine Street -37th Floor  
New York, New York 10005

Dear Mr. Gallagher:

This will confirm our discussions during bargaining to improve customer service by scheduling employees for weekend assignments on a more cost effective basis and providing employees with more certainty with respect to such assignments.

In particular, Verizon New York Inc. ("the Company") and Communications Workers of America ("the Union") agree that notwithstanding anything to the contrary in the parties' collective bargaining agreements, practices or arbitration awards interpreting their collective bargaining agreements, that during the duration of the trial period set forth below in paragraph 9, the following will apply to all employees in the Field Technician and Technical Telecommunications Associate – Field Technician occupational classifications (collectively "FTs" or "Employees") with respect to the Company assigning FTs to schedules that include Saturday as part of their regularly scheduled work week ("N-Day assignment"):

1. The Company may assign any FT to an N-Day Assignment, but may not do so on an involuntary basis more than six (6) times in the first half of a calendar year and not more than seven (7) times in the second half. In addition, no FT may be assigned on an involuntary basis to more than two (2) consecutive N-Day Assignments. Nothing in this Agreement is intended to limit the number of FTs who are assigned to an N-Day Assignment or a Linked Assignment (as described in Paragraph 2 below) in any particular week.



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2. When an Employee is assigned to an N-Day assignment, the Company will have the option to assign that same Employee to work the next Sunday directly following that scheduled Saturday. For example, if a FT is assigned as described in Article 17.01(a) on Thursday, April 26, 2012 to work Tuesday (May 1, 2012) through Saturday, (May 5, 2012) in a particular week, the Company may assign that employee, based on the needs of the business, to work the Sunday directly following that assignment (May 6, 2012); provided the employee is notified of the Sunday assignment by mid-tour on the Thursday preceding the Sunday assignment (May 3, 2012). Such Saturday/Sunday assignment will be referred to as a "Linked Assignment".
  3. Although the Company will determine whether or not to assign an Employee to work a Linked Assignment, if the Company elects not to do so, the N-Day Assignment will be counted towards the semi-annual and consecutive limit of N-Day Assignments for that FT; provided the Employee works the Saturday of his N-Day Assignment. Similarly, if an employee is assigned to a Linked Assignment, that assignment will be counted towards the semi-annual and consecutive limit of N-Day Assignments for that FT; provided the Employee works the Saturday and Sunday of his Linked Assignment. If the Employee fails to work the Saturday and/or Sunday of the N-Day or Linked Assignment for any reason, it will not count towards the semi-annual and consecutive limit of N-Day Assignments for that FT. If an Employee is assigned to work a Linked Assignment and does not work the Saturday but does work the Sunday then the FT will be paid the differential for time worked on Sunday as set forth in paragraph 4. If an Employee is assigned to an N-Day Assignment and swaps such assignment with another employee, that N-Day Assignment will be counted towards the semi-annual and consecutive limit of N-Day Assignments for the Employee who was initially assigned to the N-Day Assignment and not towards the limit of the person who assumed the assignment.
  4. If a FT works a Linked Assignment, he will receive the regular Saturday differential for time worked on Saturday (25%) and be paid at his regular hourly rate plus a fifty percent (50%) differential for the time worked on Sunday.
  5. All hours worked on a Sunday as part of a Linked Assignment, up to ten (10) hours, will not be included in calculating the weekly limit of overtime set forth in Article 17.06 of the New York Plant agreement. Any hours worked on such a Sunday beyond ten (10) hours will be included the Article 17.06 calculations.
  6. The weekly limit of overtime set forth in Article 17.06 of the New York Plant agreement will be increased for all FTs from 10 hours to 12 hours in any payroll week during the months January through May and September through December; and from 15 to 16 hours in any payroll week during the months June through August whether or not they are assigned an N-Day or Linked Assignment.
  7. Nothing in this Agreement will limit the Company's ability to assign an Employee to a Saturday or Sunday as an overtime assignment as long as the employee is compensated under the terms of the parties' collective bargaining agreement (i.e. currently 1 1/2 times the regular hourly rate for Saturday and double-time for Sunday.). Hours worked on such

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[Signature]  
assignments would be included in calculating the weekly limit of overtime set forth in Article 17.06 of the New York Plant agreement.

8. If an Employee is scheduled to work Saturday as an overtime assignment (i.e. not part of an N-Day Assignment) he cannot be assigned to a Linked Assignment that weekend, but can be assigned to work Sunday as a double-time assignment.
9. The terms of this Agreement shall be conducted on a trial basis for one year during the period January 1, 2013 through December 31, 2013. Either party may terminate the trial after six (6) months provided it gives the other party written notice sent by registered mail, Federal Express or UPS postmarked on or before June 16, 2013. The trial will become permanent as of January 1, 2014, unless either party gives the other written notice sent by registered mail, Federal Express or UPS postmarked on or before December 15, 2013. If either party terminates the trial at the end of the six months or in December 2013 the contract provisions and practices that existed prior to the effective date of this Agreement will be reinstated. If for any reason the trial cannot start on January 1, 2013, the parties will substitute the new dates in accordance with the timeframes set forth in this paragraph.
10. After the trial has been in effect for three months a representative from the National Union and the Company's Labor Relations and Operations Departments will meet to review the progress of the trial.
11. This Agreement is without prejudice or precedent to any position that either party to this Agreement may wish to take in any other proceeding involving any other matter. In addition, this Agreement, and the negotiations between the parties that led to this Agreement, shall not be cited by any party in any other proceeding in any forum including, but not limited to, any arbitration or matter before any federal, state or local court or administrative agency, involving any other matter, except as necessary to enforce the terms of this Agreement, should that be necessary.

Very truly yours,

\_\_\_\_\_  
Richard Moskala,  
Director, Labor Relations

AGREED:  
\_\_\_\_\_  
COMMUNICATIONS WORKERS OF AMERICA

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**FOR OFF THE RECORD DISCUSSION PURPOSES ONLY**

**PLANT CONTRACT**

**ARTICLE 8.05 – 24 TEMPORARY TRANSFERS**

[Delete Article 8.05 and replace with following:]

8.05 (a) An employee shall be advised by the Company upon transfer whether the transfer is temporary or permanent. The advice shall be in writing if the transfer is permanent and qualifies for an allowance under Article 21. Except as provided below in Article 8.05 (b), no employee is to remain in a position as a result of a temporary transfer in excess of twelve (12) consecutive months. If the Company wishes to continue to fill that position for a period beyond but continuous with the preceding twelve (12) months, it must fill the position in accordance with the contractual provisions utilized by the Company to fill positions permanently.

(b) The Company may temporarily transfer an employee for a period up to twenty-four (24) months where such transfers are related to a special project or large scale temporary transfers including, but not limited to, FIOS builds, correcting temporary force imbalances, etc. Such transfers will be made as set forth below by first seeking volunteers and then, if necessary, assigning employees by inverse seniority order:

- (i) The Director will determine the location(s) within his/her organization from which he/she will seek volunteers as well as the qualifications needed in order to be transferred.
- (ii) If an insufficient number of qualified employees volunteer, the Director will assign qualified employees, in inverse seniority order, from the location(s) he/she identified in Article 8.05 (b)(i).
- (iii) At the twelve-month anniversary of his/her temporary assignment, the employee can discontinue his assignment and the Company may replace the employee with another employee for the remaining period; provided the employee gives his supervisor at least two (2) weeks notice before the twelve-month anniversary of his transfer of his desire to discontinue so the Company can arrange for a replacement. The Company may discontinue the temporary transfer or substitute another employee at any time during the 24 month assignment; however, if it decides to substitute an employee to complete the 24-month temporary transfer, it will first seek

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volunteers and assign by inverse seniority order if no employee  
volunteers as described above.

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**FOR OFF THE RECORD DISCUSSION PURPOSES ONLY**

**PLANT CONTRACT**

**ARTICLE 21.04 - BOARD AND LODGING ON TEMPORARY TRANSFER**

**ARTICLE 21.08 - LENGTH OF BOARD AND LODGING ASSIGNMENTS**

**ARTICLE 21.13 - BOARD AND LODGING - GENERAL**

[Delete Articles 21.04, 21.08 and 21.13 and replace with the following]

**21.04**

(a) **Temporary Transfers Up to 50 Miles** - When an employee is temporarily transferred to an assignment which requires him to begin or end his work day outside his reporting locality at a point up to fifty (50) road miles from his reporting point he will receive a Daily Travel Allowance ("DTA") as set forth in Article 21.03.

(b) **Temporary Transfers Over 50 Miles (General)** - When an employee is temporarily transferred to an assignment which requires him to begin or end his work day outside his reporting locality at a point more than fifty (50) road miles from his reporting point, he will receive seven (7) calendar days notice unless the transfer is due to an emergency as defined in Article 2.18. In addition, he shall board and lodge at or near the location of his temporary assignment and, before the start of such assignment, he shall elect one of the following methods of treatment in lieu of a daily travel allowance provided by Section 21.03:

(i) The employee may elect to have the Company make arrangements to board and lodge him at its expense and to have the Company reimburse him for laundry expenses up to \$4.50 per day to a maximum of \$22.00 per week, provided, however, that such reimbursement for laundry expenses will be required only if the duration of the board and lodging assignment is 2 or more days. The employee may use a taxi or car service for travel to/from his hotel that is necessary and related to his stay (e.g. restaurants, laundromat) and will be reimbursed, if receipts are provided, up to \$15/day or \$60/week.

(ii) The employee may elect to have the Company make arrangements to lodge him at its expense; pay him a \$45.25 daily meal allowance and reimburse him for laundry expenses up to \$4.50 per day to a maximum of \$22.00

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per week, provided, however, that such reimbursement for laundry expenses will be required only if the duration of the board and lodging assignment is 2 or more days. The employee may use a taxi or car service for travel to/from his hotel that is necessary and related to his stay (e.g. restaurants, laundromat) and will be reimbursed, if receipts are provided, up to \$15/day or \$60/week.

The employee may change his initial election once during a board and lodging assignment.

(c) **Temporary Transfers Over 50 - 75 Miles** - In addition to applying the provisions set forth in Article 21.04(b), when an employee is temporarily transferred to an assignment which requires him to begin or end his work day outside his reporting locality at a point more than fifty (50) but not more than seventy-five (75) road miles from his reporting point, the employee will have the option of electing one of the board and lodging options under Article 21.04(b) or DTA. Such election shall be made before the start of such assignment.

(d) **Temporary Transfers Over 75 - 125 Miles** - In addition to applying the provisions set forth in Article 21.04(c), when an employee is temporarily transferred to an assignment which requires him to begin or end his work day outside his reporting locality at a point more than seventy-five (75) but not more than one hundred twenty-five (125) road miles from his reporting point, the employee's temporary transfer to such assignment shall be limited to three consecutive payroll weeks if it is practicable to do so.

(e) **Temporary Transfers Over 125 Miles** - In addition to applying the provisions set forth in Article 21.04(d), when an employee is temporarily transferred to an assignment which requires him to begin or end his work day outside his reporting locality at a point more than one hundred twenty-five (125) road miles from his reporting point, the employee will receive a Board and Lodging differential equal to five percent (5%) of his basic weekly wage rate for time worked during the temporary transfer.

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21.08

When an employee is temporarily transferred to an assignment which is a board and lodging assignment under Section 21.04(c) the employee's temporary transfer to such assignment shall be limited to four consecutive payroll weeks if it is practicable to do so.

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21.13

If an employee with 25 or more years of net credited service makes a request to be exempted from board and lodging assignments, the Company will give consideration to such request.

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**FOR OFF THE RECORD DISCUSSION PURPOSES ONLY**

**PLANT CONTRACT**  
**ARTICLE 21.03 - DAILY TRAVEL ALLOWANCE**

[Delete the Daily Travel Allowance section for over 5 miles in Article 21.03 and replace with the following]

**Downstate, Upstate and Suffolk County**

<b><u>Road Mile Distance</u></b>	<b><u>Daily Travel Allowance</u></b>
More than 5 but not more than 10	\$6.11
More than 10 but not more than 15	\$9.13
More than 15 but not more than 20	\$12.16
More than 20 but not more than 25	\$15.18
More than 25 but not more than 30	\$19.75
More than 30 but not more than 35	\$24.31
More than 35 but not more than 50	\$82.80
More than 50	\$92.80



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**PLANT  
ARTICLE 61  
DURATION OF AGREEMENT**

[Delete Article 61.02 and replace with the following:]

**61.02 By notifying the other party in writing at least 60 days prior to August 2, 2015, either party may terminate this Agreement at 11:59 p.m. on August 1, 2015.**

**If no such notice of termination is given, this Agreement shall automatically continue in full force and effect after August 1, 2015, for successive renewal periods of one year each, subject to the right of either party to terminate this Agreement at the end of any renewal period by notifying the other party in writing at least 60 calendar days prior to the date of termination, of its intention to terminate this Agreement.**



**VERIZON SERVICES CORP.**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA  
AFL - CIO  
District One**



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AGREEMENT

This is to confirm that Verizon Services Corp., ("VSC" or "the Company") and the Communications Workers of America, AFL-CIO ("the Union") have this date reached agreement on all of the terms of a new collective bargaining agreement covering the VSC- New York Bargaining Unit.

The terms of such agreement consists of the collective bargaining agreement effective August 3, 2008, as amended by the attached 2012 Memorandum of Understanding, Contract Changes and Letters.

The new collective bargaining agreement shall become effective August \_\_, 2012, except as otherwise provided, only if the Company receives notice from the Union of ratification by the members of the Union employed in the above-referenced bargaining unit.

VERIZON SERVICES CORP.

COMMUNICATIONS WORKERS  
OF AMERICA, AFL-CIO

By: Patrick J. Pondeville  
Patrick J. Pondeville  
Executive Director, Labor Relations

By: Dennis G. Trainor  
Dennis G. Trainor  
Assistant to the Vice President

Dated: Sept. 19, 2012

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*849*

TRG CONTRACT  
ARTICLE 11.03 - GRIEVANCE PROCEDURE

[Delete Article 11.03 and replace with the following:]

11.03 No grievance will be considered unless presented within **one hundred-eighty** (180) calendar days after the action or failure to act complained of occurred, except that a grievance with respect to a discharge, demotion or suspension for cause shall be governed by Article 10.

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MP

### TOOL CARRYING

[Delete the introductory paragraph to Article 21.02 of the TRG (Network Services)(p.66) collective bargaining agreement and replace with the following language:]

21.02 When an employee is temporarily transferred to an assignment which requires him to begin or end his work day outside his work locality, he shall carry his Company issued hand tools including a laptop, label maker, bar-code scanner, EXFO lightmeter and/or items of a similar size and weight, he shall make his own arrangements for transportation between the temporary assignment and his home (or other off-the-job location) and shall receive a travel allowance for each such work day in an amount determined by the road mile distance from his work location to the point where he began or ended such work day, as the case may be, in accordance with the following table:

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QY  
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**TRG CONTRACT**  
**ARTICLE 25.01**

[Amend Article 25.01(3) p. 80 to read as follows:]

(3) When a death occurs in an employee's immediate family, the employee (regardless of net credited service date) shall be given three (3) scheduled working days off with pay beginning with the first scheduled working day on which the employee does not report for duty. The term "employee's immediate family" shall mean the employee's mother, father, sister, brother, wife, husband, son, daughter, mother-in-law, father-in-law, grandchildren, grandmother, grandfather, relative who takes the place of a parent, **domestic partner** or other relative living in the employee's home at the time of death.



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TRG CONTRACT  
MET/MST LETTER

[Delete letter on pages 192-194 and replace with the following letter.]

Richard Moskala  
Director, Labor Relations

August \_\_, 2011

Mr. William Gallagher  
Staff Representative  
Communications Workers of America  
80 Pine Street -37th Floor  
New York, New York 10005

Dear Mr. Gallagher:

This confirms our agreement to amend Article 49, "Post & Bid" of the Collective Bargaining Agreement for TRG-Network Services and pertaining to the occupational classification of Material Systems Technicians only.

**FILLING VACANCIES:**

One (1) of three (3) in the Material Equipment Technician (MET) occupational classification will be solicited through the Post & Bid process as it is outlined in Article 49.

The first opening, after ratification of this Agreement, will be posted. Thereafter, the 1 of 3 process will begin.

**ELIGIBILITY:**

To apply for certification as a Material Systems Technician (MST) the following eligibility requirements must be met:

- Employees must have six (6) months or more in the Material Equipment Technician occupational classification.
- Employees must have a satisfactory attendance.
- Employees must have a satisfactory overall performance rating.

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## CERTIFICATION PROCEDURE AND GUIDELINES:

Applications to become certified must be forwarded by US Mail to the address indicated on the application form.

The Examination currently consists of three exams (Written, Skill Set and Oral). The number, format and the content of the tests may change from time to time at the Company's discretion. The Union will be provided the opportunity to give input to the content of the Skill Set test, but the Company will determine the final contents of the exam.

The Examination will be administered by the National Network Installation Team. A "Candidate's Craft Advocate" will be present at the Skill Set and Oral tests.

Required reference materials for preparation and instruction will be provided to all applicants and will include the material set forth below, other related material or any replacement material:

- Quality Assurance Reference Handbook
  - IP72202 (Verizon Installation Practice)
  - NIP74162 (Grounding Practice)
  - GR1275 (Workmanship Practice)
  - Grounding (Supplement to Grounding Practice)
  - Verizon Code of Business Conduct
- 
- METs will be given 3 years to become certified. Employees failing to become certified by the end of 3 years as an MET or refusing to accept an MST position will be returned to their previous title and unit or work completed if a Temporary employee.
  - Employees will be allowed 2 attempts to pass a written test during their first year as an MET.
  - Employees who pass the first test will be allowed 2 attempts to pass a hands-on skills set test during their second year as an MET.
  - Employees who pass the first two tests will be allowed 2 attempts to pass an oral exam during their third year as an MET.
  - Employees who pass the skills set test during their second year as an MET will be allowed 2 attempts to pass the oral exam during their second year in addition to the 2 attempts allowed during their third year as an MET.
  - Employees who fail to pass any of the three tests within the time period allotted for that test will be returned to their previous title and unit or work completed if a Temporary employee.

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- If an employee is absent due to a disability or on a leave of absence for thirty or more consecutive days, the Company will extend, for the same amount of time, the period in which an MET must take and pass the required test.
  - Tests will be scheduled within 30 calendar days of the employee's request to take the test.
  - Temporary employees will be reclassified to regular employee status upon being certified.

#### NOTICE OF CERTIFICATION:

Upon successful completion of the certification exam a notice of certification shall be furnished to the employee and a copy sent to the Local Union.

#### PROMOTIONAL PAY TREATMENT:

An MET who is certified as an MST shall be placed on the lowest step of the MST wage table that results in a wage increase. An MET who is upgraded to MST before reaching the 24 month step shall, upon reaching the 24 month step, be placed on the 30 month step of the MST wage progression table.

#### TIME-IN-TITLE REQUIREMENT (MST ONLY):

Certified Material System Technicians must have twenty-four (24) months time-in-title to be eligible to apply for posted vacancies under SPV process.

#### TEMPORARY METs

Temporary METs shall not be subject to the 15% limit on temporary employees contained in Section 2.06 of the Agreement, and shall not be considered in determining the total work force or the 15% limit on temporary employees contained in that Section.

#### APPLICATION OF LETTER

The terms of this letter will apply only to those employees who become METs on or after the effective date of this letter. The August 20, 2000 letter and practices regarding MET testing will

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continue to apply to employees who were in the MET position prior to the effective date of this letter.

Very truly yours,

Richard Moskala,  
Director, Labor Relations

AGREED: William Gallagher  
COMMUNICATIONS WORKERS OF AMERICA  
William Gallagher  
Staff Representative

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**TRG CONTRACT**  
**(NETWORK SERVICES)**  
**WEEKEND OVERTIME LETTER**

[Add the following letter to the TRG collective bargaining agreement.]

Richard Moskala  
Director, Labor Relations

August \_\_, 2012

Mr. William Gallagher  
Staff Representative  
Communications Workers of America  
80 Pine Street -37th Floor  
New York, New York 10005

Dear Mr. Gallagher:

During bargaining we discussed the Company's need to improve efficiencies in the Central Office Equipment Installation (COEI) process by allowing employees performing such work to continue their assignments on Saturdays. Accordingly the parties agree as follows:

1. Notwithstanding anything to the contrary in the parties' collective bargaining agreements or practices, any employees who are assigned to a specific COEI project may work the available overtime associated with that project on any day of the week irrespective of the employees' position on the sequence of call list.
2. Overtime within each unit will be equalized on at least a monthly basis. However, the Union recognizes that in assigning overtime management must also consider employee skills, availability of employees, and requirements of the job. The Union also recognizes that under no circumstances will employees be paid for overtime not worked.
3. Whenever the difference in hours charged on a sequence of call list between the high and low employee who are generally available for overtime work exceeds 18%, the second level management employee responsible for administration of the list for the unit involved shall, at the request of the designated Local representative, meet with such representative to review and discuss the matter in a good faith effort to reach a resolution.
4. The terms set forth above in paragraphs 1 through 3 will be in effect on a trial basis from the effective date of this letter through December 31, 2013 and will become permanent as

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of January 1, 2014, unless either party gives the other written notice to terminate the trial postmarked by December 15, 2013. Such notice shall be by registered mail.

5. If either party terminates this trial, the parties will resume applying the practices and terms of the parties' collective bargaining agreement in effect as of August \_\_, 2012.

Very truly yours,

\_\_\_\_\_  
Richard Moskala,  
Director, Labor Relations

AGREED: \_\_\_\_\_  
COMMUNICATIONS WORKERS OF AMERICA  
William Gallagher  
Staff Representative

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TRG CONTRACT  
(NETWORK SERVICES)

[The following letter will not be printed in the TRG collective bargaining agreement and is contingent upon the parties reaching an agreement on the MST Testing proposal.]

Richard Moskala  
Director, Labor Relations

August \_\_, 2011

Mr. William Gallagher  
Staff Representative  
Communications Workers of America  
80 Pine Street -37th Floor  
New York, New York 10005

Dear Mr. Gallagher:

During bargaining the Company and the Union came to an agreement on testing METs to become MSTs. In consideration for that agreement the Company and the Union agree as follows:

1. There are currently forty-seven (47) employees in the MET occupational classification. To the extent that any of these employees fail to become an MST because they do not pass the current test used to determine whether an MET becomes an MST or retreat because they do not take the test, the Company will seek candidates to backfill that MET vacancy as set forth below in the Agreement.
2. To the extent the Company has to backfill any vacancy described in paragraph 1 above, it will first post a Special Posting that will be limited to employees in the following occupational classifications: Central Office Technician, Field Technician, Telecommunications Technical Associates who have graduated from the Next Step Program ("TTAs") and any occupational classification in Verizon Corporate Services Corp (formerly TRG). This posting will be open for a period of two weeks.
3. To the extent that the Company has attempted to fill any vacancies in accordance with paragraph 2 above and does not obtain a sufficient number of candidates to fill the vacancies, it will post another Specific Published Vacancy that will be open to all employees.
4. If a Field Technician or Central Office Technician is awarded the MET position, he will be "green circled" that is, he will receive the wage rate applicable to his previous

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job, together with any negotiated wage increases, until the expiration of the parties' collective bargaining agreement. If a TTA is awarded such a vacancy, he will be downgraded to the Field Technician or Central Office Technician wage rate and then green circled while working as an MET. He must also withdraw from the Next Step Program if he has not graduated from it.

5. If an insufficient number of employees bid to fill the MET vacancies after conducting the Special Postings described in paragraphs 2 and 3 above, the Company will have no obligation to fill such vacancy. Similarly, if any employee who is awarded an MET position in connection with this Agreement fails to pass the required tests to become an MST, the Company will have no obligation to fill such vacancy.
6. This Agreement is without prejudice or precedent to any position that either party may wish to take in any other proceeding involving any other matter; and will not be cited by either the Company or the Union in any other proceeding in any forum involving any other matter.

Very truly yours,

\_\_\_\_\_  
Richard Moskala,  
Director, Labor Relations

AGREED: \_\_\_\_\_  
COMMUNICATIONS WORKERS OF AMERICA  
William Gallagher  
Staff Representative



9/19/12  
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**VSC - NY**  
**ARTICLE 57**  
**DURATION OF AGREEMENT**


[Amend Article 57 to read as follows:]

**57.01** This Agreement, shall continue in force and effect until terminated as provided in Section 57.02

**57.02** By notifying the other party in writing at least 60 days prior to August 2, 2015, either party may terminate this Agreement at 11:59 p.m. on August 1, 2015.

If no such notice of termination is given, this Agreement shall automatically continue in full force and effect after August 1, 2015, for successive renewal periods of one year each, subject to the right of either party to terminate this Agreement at the end of any renewal period by notifying the other party in writing at least 60 calendar days prior to the date of termination, of its intention to terminate this Agreement.

Patrick J. Prindeville  
Executive Director  
Labor Relations

  
140 West Street, Room 1014  
New York, NY 10007

Phone 212 321-8600  
Fax 212 526-1630

September 18, 2012

Mr. Dennis G. Trainor  
Assistant to the Vice President  
Communications Workers of America  
AFL-CIO, District One  
80 Pine Street, 37<sup>th</sup> Floor  
New York, New York 10005

Dear Mr. Trainor:

In accordance with our recent bargaining discussions, the attached memo relative to the administration of TRG- EWD Carry over days will be forwarded to the appropriate management personnel upon ratification of the 2012 Agreement.

If you have any questions or concerns in this matter, please feel free to contact me.

Very truly yours,



Patrick J. Prindeville  
Executive Director – Labor Relations

Attachment

**MEMO TO BE SENT TO THE FIELD MANAGERS**

To: VSC Managers with Associates Covered by VSC Contract

From: \_\_\_\_\_

Date: \_\_\_\_\_ (Within 30 days of Contract Ratification)

Re: Carry Over of Excused Work Days

This to inform you that the Company has decided to change the administration of Excused Work Days ("EWDs") to permit employees who are covered by the Verizon Services Corp. and CWA collective bargaining agreement (formerly the TRG contract) to carry over their EWDs from one calendar year to the other on the following basis:

1. All carry-over EWDs would have to be taken by March 31 of the calendar year into which they were carried over or by the reserve week that the employee has selected for carryover vacation, whichever is earlier.
2. Any carryover EWDs will be forfeited if not taken by this deadline.
3. For example, if an employee selected the week of February 24, 2013 as a reserve week for his/her 2012 vacation and wants to carry over two EWDs from 2012 into 2013, those two EWDs must be taken by the end of the selected reserve week (i.e., by March 2, 2013). If he/she fails to do so, the employee will lose those two EWDs.
4. This approach does not apply to Short Notice EWDs (SNEWDs). Employees must take all SNEWDs in the calendar year they were initially granted. So in the previous example, if the employee had any SNEWDs remaining in 2012 they could be carried over, but only as EWDs.

If you have any questions regarding this change or how it should be administered, please contact your HR Business Partner.

