### **AGREEMENT**

### between

### **VERIZON ENTERPRISE DELIVERY LLC**

### and

### **COMMUNICATIONS WORKERS OF AMERICA**





**Effective Date: October 9, 2013** 

**Expiration Date: September 16, 2017** 

### **TABLE OF CONTENTS**

ARTICLE	TITLE	PAGE
	Basic Agreement	1
1	Union Recognition	1
2	Union - Company Relationship	1
3	Union Security and Deduction of Union Dues	1
4	Union Business	2
5	Bulletin Boards	3 3
6	Management Rights and Responsibilities	
7	Discipline	4
8	Non-discrimination	4
9	No Strike, No Lockout	5
10	Federal and State Laws	5
11	Grievance and Arbitration Procedure	5
12	Work Schedules, Tours and Overtime	7
13	Wage Administration	8
14	Board and Lodging, Per Diem and Transportation	9
15	Premiums and Differentials	10
16	Seniority	11 12
17 18	Force Adjustment	12 14
19	Layoff AllowanceContract Labor	14
20		15
20 21	HolidaysVacations	16
22	Sickness and Accident Disability Benefits	17
23	Workers' Compensation	18
24	Safety, Security and Health	18
25	Authorized Absences	19
26	Group Insurance and Benefits	19
27	Job Bidding	24
28	Tools and Equipment	25
29	Contents and Duration of Agreement	25
20	Contains and Daration of Agreement	
LETTE	ERS OF AGREEMENT AND UNDERSTANDING	PAGE
Common Into	root Forum (CIE) Trial Latter	27
Lotter of Agre	rest Forum (CIF) Trial Letter	21 29
Letter of Agre	eement - GTE-Contel Pensions	29 30
Letter of Lind	eement - Prevailing Wage	30 31
Letter or Onde	erstanding - Union Recognition	31
Exhibit A	Union Recognition	32
Exhibit B	Wage Schedules and Job Classifications	33
	=	

	MEMORANDA OF AGREEMENT	PAGE
Adoption As	sistance	37
	tire Guidelines	39
Comprehen	sive Medical Plan	41
	oll Deduction	52
Dental Plan		53
	cohol Policy	56
	Medical Leaves of Absence (FMLA)	59
Flexible Rei	mbursement Plan (FRP)	62
	ork Week	63
	bursement Account	66
Hearing Aid	Benefit	68
	tch Program	69
Income Sec	urity Plan (ISP)	71
Long Term I	Disability (LTD)	74
	n Lieu of Wages	78
	Prescription Plan (MOPP)	79
Pension Bei	nefits	81
Pension Pla	n – Lump Sum Payment Option	84
	n – Pension Minimums	85
	n Survivor Benefits	86
	nes of Insurance	88
	Identification Card (PIC)	89
	Insurance	91
Supplement	al Term Life Insurance	92
	rmance Award	93
		98
•	mployees Beneficiary Agreement (VEBA)	101
Voluntary 1	ermination Bonus	106
ı	NATIONAL MEMORANDA OF AGREEMENT	PAGE
	Summary	107
Exhibit I	Domestic Partner Benefits	109
Exhibit II	Education and Life Long Learning	114
Exhibit III	Holidays	115
Exhibit IV	Hourly Savings Plan	116
Exhibit V	Hourly Savings Plan Match	118
Exhibit VI	Neutrality and Consent Election	120
Exhibit VII	Union Leave of Absence	127
Exhibit VIII	Vacation Carry Forward (Banking)	129
Exhibit IX	Service and Seniority Recognition	130
Exhibit X	Commuter Advantage Program	133

This AGREEMENT entered into this twenty-sixth (26th) day of September 2010 by and between Verizon Enterprise Delivery LLC and its respective successors or assigns hereinafter referred to as the "Company" and the Communications Workers of America, hereinafter called the "Union".

## ARTICLE 1 UNION RECOGNITION

1.1 The Company recognizes the Union as the exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours, or other conditions of employment for all employees of the Company in the classifications listed in the wage schedules and all future technical employees whose work would compare to the work being performed by those employees covered by the wage schedules except supervisory employees, professionals and managerial employees, guards, and confidential employees as defined in the Labor-Management Relations Act, as amended, and such other employees as may be excluded from time to time by mutual agreement of the Company and the Union.

### ARTICLE 2 UNION-COMPANY RELATIONSHIP

- 2.1 The Company and the Union recognize that it is in the best interest of both parties, the employees, and the public that all relationships between them be characterized by mutual responsibility and respect. To insure that the relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accordance with its intent and meaning.
- 2.2 With sincere effort by both parties to resolve any disputes or misunderstandings or at least to clearly understand the position of the other, both the Union and the Company can look forward to a mutually beneficial association with increasing responsiveness from both parties to the needs of the employees.

### ARTICLE 3 UNION SECURITY AND DEDUCTION OF UNION DUES

3.1 In states where it is legal, it shall be a condition of employment that all employees of the Company covered by this Agreement shall on the thirtieth (30<sup>th</sup>) day following the effective or execution date of this Agreement, or within thirty (30) days of employment, become members in the Union or tender to the Union amounts equal to the periodic dues applicable to members. For the purpose of this Article, "employee" shall mean any

person entering into the bargaining unit, except an occasional employee.

- 3.1.1 This provision does not apply to "right-to-work" states.
- 3.1.2 Authorization for payroll deduction of dues for Article 3 shall be provided on the Union Dues Deduction Authorization Form.
- 3.2 All those presently paying dues in a "right to work" state, or who have signed a Union Dues Deduction Authorization Form during the life of this Agreement, shall continue to do so subject to cancellation by the employee ten (10) days prior to the annual anniversary date of the Agreement upon written notice by certified mail to both the Company and the Union by the employee affected. The employee's cancellation notice to the Company and to the Union must be postmarked not earlier than September 22 and not later than October 1.
- 3.3 When earnings are insufficient to cover the authorized deduction, Union dues shall be deducted in the next payroll period in which sufficient earnings are due.
- The Company agrees to remit the amount so deducted to the designated representative of the Union and to furnish the Union with three (3) copies of a list of bargaining unit employees from whom deductions have been made and the amount of each deduction. The Company will also furnish, upon written request to the Union, the last known addresses of all bargaining unit employees of the Company.
- In the event the Company is notified by the Union that an employee has not complied with the appropriate provisions of Article 3, the Company will immediately take action to comply with the provisions of this Article up to and including termination of the employee(s) to the extent permissible under the National Labor Relations Act.
- 3.6 The Union shall indemnify and save the Company harmless against all liability that may arise as a result of action taken by the Company for the purpose of complying with the checkoff provisions of this Agreement.

### ARTICLE 4 UNION BUSINESS

- 4.1 The Union shall be allowed a thirty (30) minute orientation period with all new hires. Such orientation period shall be allowed during regular working hours.
- 4.2 The Company recognizes the right of the Union to designate representatives of the Union as provided herein. Union Representatives shall be authorized to process grievances that arise from time to time. No

Union Representative shall be discriminated against by the Company because of his performance of duties as Union Representative.

- 4.3 The Union agrees to notify the Company's Labor Relations Department of the stewards representing employees of this unit. The Company will advise the Union the names of the various supervisors with whom grievances shall be processed in Step One.
- 4.4 A reasonable number of employees may be excused (without pay) for Union functions when requested in advance by the local Union. Both the Union and the Company recognize that approval of such requests are dependent on the needs of the business. Approval will not be unreasonably withheld.

## ARTICLE 5 BULLETIN BOARDS

5.1 The Company agrees that the Union may use Company bulletin boards. Both the Union and the Company agree that under no circumstances shall notices or announcements posted by either contain anything of a derogatory nature or which tend to reflect negatively upon the Company or the Union, the employees or the communications business.

### ARTICLE 6 MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 6.1 The Company has and will retain the right to exercise its sole discretion to manage the business, initiate action, formulate and change work schedules, and direct the working forces including the right to hire; to suspend or discharge for just cause; to promote, demote, layoff; create job classifications; and transfer its employees, subject to the provisions of this Agreement. The Company also has the right to, from time to time, change the rules and regulations not inconsistent with this Agreement governing the conduct of employees both on and off Company premises during the performance of work assignments. The Company's right to exercise its sole discretion in these matters will be limited only by the specific agreements made between the Company and the Union as written in this Collective Bargaining Agreement during contract negotiations or as later agreed in writing between the parties to this Agreement. It is understood that this Article shall govern the performance of work assignments. Both parties agree that any action taken by the Company shall not be inconsistent with any Article of this Agreement.
  - 6.1.1 The Union maintains the right to bargain over the wage rate of any newly created job classification. Should the parties be unable to reach agreement during the term of this Agreement, this matter may be appealed to arbitration if submitted as described in Article 11.

Work normally assigned to hourly-rated employees will not be performed by salary-rated employees (either supervisory or non-supervisory) except when necessary to afford instruction to employees, to maintain production for temporary periods in emergency situations when qualified hourly-rated employees are not available, or to remedy installations, manufacturing or other operating difficulties.

### ARTICLE 7 DISCIPLINE

- 7.1 Employees covered by this Agreement shall not be suspended or discharged except for just cause.
- 7.2 In all cases where an employee is to be suspended or terminated or in an investigatory meeting that is expected to result in discipline, the Company shall notify the Union Representative in advance and give the employee an opportunity for Union representation during any such discussion with the employee.

### ARTICLE 8 NON-DISCRIMINATION

- 8.1 Neither the Company, its agents, nor the Union, its agents, or members shall:
  - a. Unlawfully discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual preference, age or national origin, or any employee, or applicant who is a disabled veteran of the Vietnam Era, or a disabled person, or
  - b. Discriminate against any party because of action taken by either party in processing grievances under the provisions of the Agreement.
- 8.2 Any reference to male or female gender in this Agreement shall be intended to apply to both.

# ARTICLE 9 NO STRIKE, NO LOCKOUT

- 9.1 The Union agrees that during the life of this Agreement there shall be no strike or work stoppage called or sanctioned by the Union and the Union shall disavow as illegal any such activity.
- 9.2 The Company agrees that it shall not institute a lockout of employees meaning thereby to temporarily shut down any or all operations with an intent to unlawfully affect the rights of employees in respect to Union representation.

#### ARTICLE 10 FEDERAL AND STATE LAWS

10.1 Nothing in this Agreement shall be construed to require either of the parties to act contrary to any State or Federal Law. In the event such condition arises, it is agreed that this Agreement shall be deemed to be modified in respect to either or both parties to the extent necessary to comply with the law.

## ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURE

- 11.1 A grievance is a complaint by any employee or group of employees involving an alleged violation and/or interpretation of any provision of this Agreement.
- The Union may bring a verbal complaint to the Company regarding working conditions not covered by the Bargaining Agreement. A response will be provided to the Union Representative and employee within five (5) working days.
- 11.3 A grievance shall be presented to the immediate supervisor orally. If it is not satisfactorily settled, it will then be reduced to writing and must include:
  - a. A statement of the grievance, the date, and the facts upon which it is based and the section of the contract violated.
  - b. The proposed remedy or correction.
- 11.4 When a grievance has been presented by the Union to the Company, representatives of the Company shall not discuss or attempt to adjust the grievance directly with the aggrieved employee or group of employees.

- 11.5 A written grievance shall be presented to the Customer Operations Manager within thirty (30) working days of the occurrence out of which the grievance arose. The Customer Operations Manager shall present a written response within five (5) working days.
- 11.6 If a satisfactory settlement is not reached at this level, the grievance shall be presented within ten (10) working days thereafter to the Labor Relations Representative. A response shall be presented in writing within ten (10) working days.
  - The provisions of this Article shall not prevent either party from discussing a grievance at any level of the grievance procedure in order to settle the grievance. Grievances not so presented within the time limits described shall be considered as non-arbitrable; however, time limits may be waived by mutual agreement.
- 11.7 Grievance meetings shall be held promptly upon reasonable request from either party to the other. The place of meeting shall be mutually agreed upon, with each party giving due consideration to the convenience to the other.
- 11.8 Authorized Union Representatives investigating grievances as described above may do so on Company premises. Such investigations must be mutually prearranged between the appropriate Manager and the appropriate Union Officer and conducted in an orderly manner.
- 11.9 Aggrieved employees and authorized Union Representatives meeting with the Company in grievance meetings for the purpose of discussing grievances in an attempt to settle such grievances shall suffer no loss in regular straight-time pay as a result of time lost from scheduled work. The number of employees who shall suffer no loss of regular pay as set forth herein shall be not more than two (2) at any level of the grievance procedure.
- 11.10 Any grievance which cannot be satisfactorily resolved under the steps of the grievance procedure may be submitted for arbitration by the Union upon written notice to the Company and the American Arbitration Association within forty-five (45) days after receipt of the Labor Relations Representative's answer. An arbitrator will be selected according to the rules of AAA.
  - 11.10.1 The time periods referred to in this Article exclude Saturdays, Sundays and holidays recognized in the contract.
- 11.11 The Company and the Union shall each bear the cost of its witnesses, attorneys, and preparation of their own cases. The cost of the arbitrator, and any expenses incurred in connection with his work, shall be borne equally by the Company and the Union.

11.12 The Company and the Union agree to accept the decision of the arbitrator as final and binding; but, in no case shall the arbitrator render a decision on any question not originally submitted to him, it being understood that the arbitrator shall have the power to interpret and render decisions based upon the express provisions of the Agreement. The arbitrator shall have no power to modify, change, add to or subtract from the express provisions of the Agreement nor shall he have the power to render an award which shall make effective any provisions of the Agreement for any period subsequent to its termination date.

# ARTICLE 12 WORK SCHEDULES, TOURS AND OVERTIME

#### **Work Schedules**

- A normal work day shall consist of eight (8) hours between the hours of 7:00 a.m. and 7:00 p.m. excluding a one-half (½) hour or one (1) hour lunch period during the middle of the work day. However, it is understood that the Company will assign other tours only to the extent that the business requires it.
- The normal work week shall consist of forty (40) hours within five (5) consecutive calendar days with two (2) consecutive days off.
- 12.3 Alternate work week (four ten-hour days) may be utilized. See Memorandum of Agreement "Four-Day Work Week."
- The Company shall provide seven (7) calendar days notice to the employee prior to a change in schedule.

#### **Overtime**

- Time worked in excess of the daily work period of eight (8) hours (and/or ten (10) hours in the case of a four (4) day work week) and in excess of the normal work week of forty (40) hours shall be paid at the rate of one and one-half (1½) times the employee's basic rate for hours worked.
  - 12.5.1 When such overtime worked exceeds twenty (20) hours in a calendar week (excluding hours worked on Sundays), compensation for such overtime worked in excess of those twenty (20) hours in that week shall be paid at the rate of two (2) times the basic hourly rate.
    - 12.5.1.1 Effective September 30, 2007, hours worked on Sunday will count toward the weekly overtime eligibility calculation of two (2) times the basic hourly rate.

- 12.6 Sunday Work -- all work performed on Sunday shall be paid for at the rate of one and one-half (1½) times the employee's basic rate for each hour worked.
- 12.7 Employees will work overtime as required by the Company. It is understood that whenever possible the Company will be reasonable in assigning overtime work.
  - 12.7.1 The Company will divide overtime equally among employees qualified to perform such work to the extent practicable. When an employee refuses overtime work, he will be credited with the same number of hours as the employee or employees who did work.
- 12.8 Nothing in this Article shall require or permit the pyramiding of premium pay.
- 12.9 An employee shall not be required to take time off during the week to offset overtime worked.

#### **Breaks**

12.10 The Company will make a reasonable effort to provide a fifteen (15) minute break during each four (4) hour work period subject to the needs of the business.

#### **Inclement Weather**

12.11 Supervisors will take weather into consideration when assigning work. On scheduled tours when employees report for duty and, because of inclement weather, are unable to perform their regular duties, they shall be assigned such other work as is available.

### ARTICLE 13 WAGE ADMINISTRATION

- 13.1 The Company shall have the right to determine the amount of wage credit for new employees who possess experience or training which qualify those individuals for rates of pay greater than the specified starting rates.
- 13.2 Employees transferring to a higher-rated position will be paid at the next higher wage rate on the new schedule above the employee's present rate.
- Employees transferring to lower-rated positions will be paid at the rate that is equal to or the next rate lower than the employee's present rate of pay.

# ARTICLE 14 BOARD AND LODGING, PER DIEM AND TRANSPORTATION ALLOWANCE

- 14.1 An employee required to travel and remain overnight shall be reimbursed for reasonable expenses and shall be allowed to travel on Company time. Receipts for actual and reasonable expenses shall be required. Time and method of travel shall be subject to Company instruction.
  - 14.1.1 The Company will continue to pay the employee's expenses while he is retained at temporary headquarters on his days off.
  - 14.1.2 Employees assigned to the "CAPS" project shall be treated under the guidelines of that specific project.
  - 14.1.3 While away on assignment for a week or more, employees will be reimbursed for reasonable receipted laundry expenses (no receipt is required when coin laundry facilities are used).
  - 14.1.4 Employees will be entitled to an average of one (1) long distance telephone call per day of reasonable duration at Company expense.
  - 14.1.5 Employees will be reimbursed for reasonable receipted taxi expenses while at school when a vehicle is not provided.
- 14.2 Travel time between job locations shall be considered time worked and paid for accordingly.
- 14.3 If the Company directs the employee to report to a job site in a personal vehicle which does not entail additional travel from the employee's home, the Company will not be obligated to pay for mileage.
- 14.4 When employees are authorized to use personally-owned cars on Company business in an incidental manner, reimbursement will be at the rate specified in the Company Policy.
  - 14.4.1 Employees operating a personal vehicle while performing work for the Company will be required to provide proof of insurance which meets minimum state requirements. The employee will be responsible for informing the Company of any change in status of his insurance such as restrictions, diminution, or cancellation prior to the next operation of his personal vehicle on the Company's behalf. Employees who are required to operate a motor vehicle (either Company provided or personal) while performing work for the Company will be required to submit proof of a valid operator's license. The employee will be responsible

for informing the Company of any change in status of his operator's license such as suspension, revocation, etc., prior to the next operation of any vehicle on the Company's behalf. The Company can require the employee to periodically produce adequate proof of insurance and/or a valid operator's license to ensure that minimum requirements continue to be met.

# ARTICLE 15 PREMIUMS AND DIFFERENTIALS

### **Night Premium**

- 15.1 A premium of one dollar (\$1.00) per hour shall be paid for any scheduled hour or portion thereof between 9:00 p.m. and 6:00 a.m.
- An employee who has worked continuously for more than fifteen (15) hours must be relieved from duty for a six (6) hour rest period before beginning the next tour of duty, after notifying management. Under unusual circumstances, when management requires an employee to continue working into his normally scheduled tour, overtime pay will continue until relieved from duty for the minimum six (6) hour rest period.

#### **Call Out**

An employee called out after having left the job at the completion of a normal tour of duty and before the beginning of the next scheduled tour of duty shall be paid a minimum of two (2) hours pay at the premium rate of one and one-half (1½) their basic straight-time rate of pay or for hours actually worked whichever is greater. Such payment shall not extend beyond the start of the next scheduled tour.

### Stand By

- 15.4 Employees assigned to Stand-By/Remote Clear Duty shall receive payments as follows:
  - a. Employees on Stand-By will receive twenty dollars (\$20.00) per day.
  - b. Any time spent performing remote clear functions will be paid as time worked at the applicable rate.
- The employee designated as a stand-by employee shall be able to be reached by such means as the Company deems necessary during stand-by periods. Under normal circumstances the employee will respond promptly and be able to reach the job site within sixty (60) minutes if a call by a Company Representative is made.

#### **Leadperson Pay**

15.6 Employees assigned by the Company to be in charge shall be designated Leadperson and shall be paid one dollar (\$1.00) per hour above his appropriate rate during such assignment. The Company shall notify the employee of the date the assignment will commence and the date the assignment shall terminate.

### ARTICLE 16 SENIORITY

- Seniority shall be computed in the same manner as accredited service. If the accredited service date of two (2) or more employees is identical, the employee with the lowest number in the last four digits of the social security number will be considered the senior employee.
  - 16.1.1 If an employee is laid off and he is recalled in less then twenty-four (24) months, he will be given full recognition, upon date of reemployment, for such accredited service as existed with respect to him on the date of his layoff.
- When an employee's employment has been terminated and thereafter the employee is re-employed and accumulates one thousand forty (1040) hours of accredited service, then the break in the employee's employment shall be bridged and there shall be added to the six (6) months of accredited service which has accumulated since the employee's re-employment, the period of all accredited service which the employee has previously accumulated, provided each such prior accredited service equaled or exceeded six (6) months. Official Company records shall be used for the verification of all prior service.
- New employees and those rehired after loss of seniority (except those recalled after layoff) shall be regarded as probationary employees during the first ninety (90) days after hiring or rehiring. Probationary employees shall have no seniority and may be discharged or laid off by the Company at any time without assigning cause thereof. Such termination or layoff may be subject to the grievance procedure, but not to arbitration.
  - 16.3.1 Management may extend the probationary period an additional ninety (90) days with notice to the Union for a new employee whose performance is in question. The provision of Article 16.3 shall continue to apply for the extension.
- 16.4 Temporary employee A person employed for a period not to exceed (6) months. Temporary employees shall not be entitled to Company benefits except for designated holidays falling within the period of temporary employment. After six (6) months of continuous service, such employees shall become regular full-time employees and shall have served his

probationary period in accordance with Article 16.3 of this Agreement.

Temporary employees who become regular employees without a break in service shall, upon completion of their probationary period, be granted seniority for that temporary service status.

### ARTICLE 17 FORCE ADJUSTMENT

- 17.1 Whenever lack of available work makes it necessary for the Company to lay off employees, it shall make effective such reduction among employees by job classification and work location subject to the following conditions:
  - 17.1.1 Contractors and temporary employees in the same job classification and work location shall be terminated before part-timing or laying off of regular employees.
  - 17.1.2 If, after making the adjustments required in 17.1.1, conditions require further force adjustments, the Company will provide the Union with fifteen (15) days notice of the number of employees by job classification to be reduced.
  - 17.1.3 Layoffs and/or part-timing shall be in inverse order of seniority by job classification and work location. Bumping shall be confined to work location(s) within the state where the force adjusted employee is located. Bumping into a higher job classification shall not be allowed.
    - 17.1.3.1 Based on seniority, an employee may bump another employee with the least seniority in a job classification previously held so long as the employee is physically able and qualified to perform the job with minimal time for refamiliarization.
    - 17.1.3.2 An employee whose position is identified for reduction shall have the right to displace the least senior employee at the same or lower level as indicated below, as long as the employee is capable of performing the job with minimal time for refamiliarization. No more than ten percent (10%) of any single classification will be displaced as the result of lateral bumping.
      - Data Network Technician
      - Communications Technician
      - Wiring Technician
    - 17.1.3.3 Employees who bump into jobs and are not capable

of performing the job with minimal refamiliarization will be laid off with recall rights only for the job the employee held when the layoff occurred.

- 17.2 Employees who are laid off will be recalled in the same jobs or in other jobs which they are qualified to perform in order of seniority, highest to lowest, and by work location. The Company shall not hire any new employees until it has offered recall, by registered letter mailed to the last mailing address (known to the Company), to all employees laid off during the prior two (2) years in the same work location provided that, in the judgment of management, the laid off employees have sufficient qualifications to fill the jobs the Company has available and provided they have incurred no physical impairment that would prevent their performing the work.
  - 17.2.1 A laid off employee will have five (5) working days after receipt of the letter to indicate acceptance of the job and be willing to report no more than two (2) weeks after receipt of the letter.
  - 17.2.2 If an employee does not accept a job offered, the Company will consider that the employee has voluntarily resigned and the Company will have no further obligation to the employee.
  - 17.2.3 Upon recall by the Company, laid off employees who return within two (2) years from the date of their layoff shall be returned to the same seniority date and accredited service status as held at the time of layoff. After two (2) years, a laid off employee will be terminated and will have no further recall rights.
- 17.3 Employees may reject a Company offer of employment without jeopardizing their seniority when such an offer is for a temporary period or in a lower job classification than was previously held by the employee.
  - 17.3.1 Any temporary time worked by a laid off employee shall be added to his recall period.
- 17.4 If a recalled employee is assigned to essentially the same type of work as at time of layoff, he shall be paid at the rate then in effect for that assignment and in accordance with his seniority. If he is recalled to a different job, the rate of pay shall be determined according to Article 13.1 of the Agreement.
- 17.5 Regular employees, having one (1) year or more of accredited service, who refuse a forced transfer beyond sixty (60) miles or suffer loss of employment because of technological change such as dial conversion or force adjustment, shall be paid a termination allowance based on the employee's accredited service and basic wage rate at the time of separation.

### ARTICLE 18 LAYOFF ALLOWANCE

18.1 Regular full time employees who suffer loss of employment through layoff due to a force surplus shall be paid a layoff allowance based on accredited service and basic straight time wages at the time of layoff in accordance with the following table:

### Number of Years of Net Credited Service Number of Weeks Pay

Less than 1 Year	None
1 but less than 2 Years	2
2 but less than 5 Years	5
5 but less than 7 Years	8
7 but less than 10 Years	12
10 but less than 15 Years	22
15 and over	28

- 18.1.1 An employee who has once been paid termination allowances in accordance with the above schedule, has been rehired and again laid off, shall receive payments computed on the basis of his total service less the payments previously received.
- 18.1.2 If an employee who has received a termination allowance is rehired and the number of weeks since the date of his layoff is less than the number of weeks upon which the payment was based, the amount paid to the employee for the excess number of weeks shall be considered as an advance by the Company and shall be repaid to the Company by payroll deduction at the rate of ten percent (10%) of his weekly earnings.
- No layoff allowance shall be due any eligible employee who fails to accept an available position within the state where the employee is located.
- 18.3 The provision does not apply in cases where the employee voluntarily terminates his employment with the Company.

### ARTICLE 19 CONTRACT LABOR

19.1 Except as limited by specific language of this contract, nothing else shall limit the Company in the employment of such contract labor as, in the discretion of the Company, may become necessary for the proper construction, installation, removal and maintaining of communications facilities. However, the Company shall not enter into any contractual arrangement for the construction, installation, removal and/or current maintaining of plant facilities which may result in the layoff or part-timing of its employees.

### ARTICLE 20 HOLIDAYS

20.1 Authorized holidays with pay at straight time rates are as follows:

New Years Day Memorial Day Independence Day Labor Day

Thanksgiving Day Day after Thanksgiving

Floating Holidays (6) Christmas Day

- 20.1.1 One (1) additional Floating Holiday will become effective January 1, 2008.
- 20.1.2 Employees hired after June 1 shall qualify for only three (3) floating holidays during the first calendar year.
- 20.1.3 In the event of termination (voluntary or involuntary) any untaken holidays (Company designated or floating) will not be paid out to the employee.
- 20.1.4 Employees may elect to take up to three (3) Floating Holidays in increments of two (2) hours.
- When an authorized holiday falls on Sunday, the following Monday shall be observed as the holiday. When an authorized holiday falls on Saturday, the preceding Friday shall be observed as the holiday.
- 20.3 When an authorized holiday falls within an employee's vacation period, an additional day of vacation shall be provided.
- Time worked on a holiday or a day observed as a holiday shall be paid at the rate of one and one-half (1½) times the employee's basic rate.
  - Hours worked in addition to eight (8) will be compensated at the rate of two and one-half (2½) times the regular rate.
- 20.5 In those calendar weeks during which an authorized holiday is observed, either time worked or time not worked on an authorized holiday shall be considered as work time.
- 20.6 Part-time employees who are regularly scheduled twenty (20) hours or more per week are eligible for holiday pay based on their normal work week.
- 20.7 Holiday allowances will not be paid to employees receiving Sickness Disability, Workers Compensation, on layoff or leave of absence or when an employee is absent during the last half of the scheduled tour before the holiday or the first half of the first scheduled tour after the holiday, unless excused by management.

### ARTICLE 21 VACATIONS

21.1 Vacation with pay shall be granted during the calendar year to each employee as follows:

<u>Accredited Service</u>	Weeks of Vacation
_	<del>.</del>
Less than 12 months	0
1 year but less than 5	2
5 years but less than 15	3
15 years but less than 25	4
25 +	5

21.1.1 If an employee has taken more vacation than eligible for at the time of termination, the difference will be deducted from the final paycheck.

### **Vacation Scheduling**

- Vacation schedules (subject to change) shall be posted or furnished once a year prior to January 1 of the vacation year and shall be selected in seniority order within the vacation group. The completed vacation schedule shall be posted by January 1 of the calendar year.
- 21.3 Employees may elect to take two (2) weeks of vacation (ten (10) paid vacation days) on a day-at-a-time basis. These days may be selected after all employees have expressed their preference for full weeks.
- One (1) week of vacation may be carried over into the next vacation year providing it is taken by March 31 of the next calendar year. Carry-over vacation must be scheduled prior to selection of vacation for that calendar year.
- 21.5 When an authorized holiday falls in a week during which an employee is absent on vacation, an additional day of vacation with pay will be granted and scheduled with management concurrence.
- 21.6 Employees who leave the employment of the Company after their probationary period will be paid for any unused vacation.
  - 21.6.1 Employees who have been discharged for misconduct will be considered to have forfeited all rights and claims to vacation pay consideration.
- 21.7 Part-time employees shall be paid for vacation based on their normal work week.

## ARTICLE 22 SICKNESS AND ACCIDENT DISABILITY BENEFITS

22.1 Payment of straight-time with no differentials shall be made to regular fulltime employees for absence due to illness on scheduled work days in accordance with the following table:

Length of Service	Payment Level
Less than 1 Year	No Benefits
1 Year through 4 Years	4 Weeks Full Pay 13 Weeks Half Pay 3 Waiting Days
5 Years through 9 Years	13 Weeks Full Pay 13 Weeks Half Pay 2 Waiting Days
10 Years through 14 Years	13 Weeks Full Pay 39 Weeks Half Pay 1 Waiting Day
15 Years through 19 Years	20 Weeks Full Pay 32 Weeks Half Pay 1 Waiting Day
20 Years or more	26 Weeks Full Pay 26 Weeks Half Pay 0 Waiting Days

- 22.1.1 Sick leave as described above will be integrated with any state or federal income replacement program which also apply to the employee's absence. It is the employee's responsibility to file any necessary applications for benefits.
- 22.2 Employees who have less than two hundred forty (240) months (20 years) of accredited service shall have no waiting period provided the employee is admitted into a hospital.
- Any sickness or injury occurring after an employee has been continuously engaged in the performance of duty for thirteen (13) weeks or more shall be considered as a new sickness or injury. An employee will be considered as continuously engaged for any period in which he has not received sick leave pay.
- The benefits of this provision are intended for those eligible employees who develop disabling illnesses after reporting at the commencing time of the scheduled session. In the event of abuse by any employee, the Company

may require evidence of actual illness and may exercise its inherent authority to maintain appropriate controls.

If an employee reports for duty and is forced by reason of illness to leave work after having worked at least two (2) hours of a regularly assigned session, payment at basic wage rate plus applicable differentials and/or premium payments shall be made for the full session. If an employee does not work at least two (2) hours of a session, the employee will be paid for hours worked and the remainder of the session(s) will be subject to paid benefits or waiting periods as set forth in this Plan.

Session – That portion of a tour of duty which occurs from the time employees report for work until they are excused for mealtime or from the time they return from their excused meal time until they have completed the scheduled day of work.

### ARTICLE 23 WORKERS' COMPENSATION

- For all normally scheduled work days falling within thirty (30) calendar days of the onset of a Workers' Compensation illness/injury, the Company will pay seventy-five percent (75%) of the employee's normal base pay, less the amount of compensation provided by the appropriate state agency. The combined agency/Company payment will not exceed seventy-five percent (75%) of the amount of the employee's basic straight-time biweekly pay.
- If a Workers' Compensation illness/injury absence extends beyond thirty (30) calendar days, the Company will pay seventy-five percent (75%) of the employee's normal base pay, up to a maximum of fifty-two (52) weeks, less the amount of compensation provided by the appropriate state agency. The combined agency/Company payment will not exceed seventy-five percent (75%) of the amount of the employee's basic straight-time biweekly pay.
- 23.3 Under no circumstances shall the above language ever result in a reduction of the employee's normal basic weekly pay less any premiums or differentials.

# ARTICLE 24 SAFETY, SECURITY AND HEALTH

- The Company shall at all times make reasonable provisions for the safety, security and health of its employees during the hours of their employment and the employees and the Union shall support and comply with such rules. Employees will not be required to work under any condition which is unsafe and injurious to health.
- 24.2 The Company shall initiate and maintain a safety program and shall conduct

periodic safety meetings. Employees may recommend subjects for training to management.

### ARTICLE 25 AUTHORIZED ABSENCES

### **Jury Duty**

- Employees called on for jury duty shall be paid the difference between jury pay and the employee's regular rate of pay for the time required to serve on jury duty, not to exceed either eight (8) hours a day, forty (40) hours in a week, or thirty (30) days in a year. The employee will submit a statement from an official of the court certifying dates of attendance and amount of jury duty pay.
  - 25.1.1 While temporarily excused from attendance in court, employees shall report for scheduled duties during regular hours.

#### **Death in the Family**

An employee excused because of death in his immediate family shall be paid for up to three (3) consecutively scheduled work days to attend the funeral. Personal days or vacation time shall be granted for any extenuating circumstances relating to the death, with approval, subject to the needs of the business. The term "immediate family" as used herein is defined as consisting of wife, husband, daughter, son, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, grandparents, great-grandparents, grandchildren, step-parents, step-children, or any other relative living in the same household as the employee and registered domestic partner.

#### **Leave of Absence**

25.3 Leaves of absence of up to thirty (30) days may be approved by local management. If approved, such time shall not be subtracted from the employee's service and shall be considered excused time off without pay.

# ARTICLE 26 GROUP INSURANCE AND BENEFITS

- During the term of the Agreement, the contributions and plan provision for employee's health coverage will remain in effect through May 31, 2014 for the current plan provisions and August 31, 2014 for the current contributions.
  - 26.1.1 The Company agrees to the following monthly premium

payments through August 31, 2014.

- 26.1.1.1 The Company agrees to pay one hundred percent (100%) of the employee and dependent premium cost for medical coverage for regular full-time employees.
  - 26.1.1.1 The Company premium contribution for regular part-time employees will be paid based on the following schedule for employee and dependent coverage.

# Hours Scheduled per weekCompany Pays< 17 hours</td>0% of premium17 - 24 hours50% of premium25+ hours100% of premium

- 26.1.1.2 The Company agrees to pay one hundred percent (100%) of the employee-only dental premium and eighty percent (80%) of the employee plus one (1) and family portion of the dental premium.
  - 26.1.1.2.1 The Company premium contribution for regular part-time employees will be paid based on the following schedule for employee and dependent coverage.

	Company Pays		
Hours Scheduled per week	Employee Only	Employee + 1/Family	
< 17 hours	0% of premium	0% of premium	
17 – 24 hours	50% of premium	50% of premium	
25+ hours	100% of premium	80% of premium	

- 26.2 The Company agrees to the following during the life of this Contract:
  - 26.2.1 For each Plan Year beginning on and after September 1, 2014, an employee who enrolls in the Sponsored Plan, or, in the alternative, an HMO, EPO, or any other medical option (collectively "Other Medical Option") offered by the Company, will pay a Monthly contribution on a before-tax basis towards the cost of coverage for the medical coverage category elected by such employee ("Monthly Employee Contribution").
  - 26.2.2 The Monthly Employee Contribution for the Sponsored Plan is set forth below. With respect to the Monthly Employee Contribution for any Other Medical Option offered by the Company, the Monthly Employee Contribution for the medical

coverage category elected by such employee under such Other Medical Option will be no greater than 150% of the Monthly Employee Contribution for a Sponsored Plan. Although pursuant to the preceding sentence the Monthly Employee Contribution for the medical coverage category elected by such employee under such Other Medical Option will be no greater than 150% of the Monthly Employee Contribution for a Sponsored Plan, the Company reserves the right to add, modify or discontinue such Other Medical Options, in its sole discretion and without bargaining, and no matter concerning any Other Medical Option or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.

- 26.2.3 All employees and eligible dependents who receive Medical Coverage and contribute on a before-tax basis, will be subject to the mid-year change rules applicable to Internal Revenue Code section 125 cafeteria plans.
- With respect to the Monthly Employee Contributions, an employee will be eligible for the non-tobacco user contribution rates (set forth below) for medical coverage if such employee and his or her covered dependents do not use tobacco products or satisfy a reasonable alternative standard as determined by the Company (e.g., complete an annual smoking cessation program).
- An employee will also be eligible to receive a credit of \$33.32 for the period from September 1, 2014 December 31, 2014 and an annual credit of \$100 in each of the years 2015, 2016 and 2017, prorated based on when during the year the employee completes an annual health risk assessment provided by the Company, and prorated on a pay-period basis toward the employee's contribution for healthcare.
- 26.2.6 The Monthly Employee Contributions that appear in the charts below for 2014 already account for the \$33.32 credit and the annual \$100 credit set forth in paragraph 26.2.5 above.
- The Monthly Employee Contribution will be deducted from the employees' bi-weekly pay. However, in those circumstances where an employee is not receiving pay or sufficient pay the employee will be billed for the contribution amount(s) or the contribution amount(s) will be applied to subsequent pay.

Effective September 1, 2014, the Monthly Employee Contribution required by associates will be:

	Sponsored	Sponsored Plan
	Plan	Monthly
	Monthly	Employee
	Employee	Contribution
Coverage	Contribution	(Non-Tobacco
Category	(Tobacco User	User Rate)
Elected	Rate)	
Employee Only	\$100	\$50
Employee + 1	\$150	\$100
or more		

Effective January 1, 2015, the Monthly Employee Contribution required by associates will be:

	Sponsored	Sponsored Plan
	Plan	Monthly
	Monthly	Employee
	Employee	Contribution
Coverage	Contribution	(Non-Tobacco
Category	(Tobacco User	User Rate)
Elected	Rate)	
Employee Only	\$105	\$55
Employee + 1	\$160	\$110
or more		

Effective January 1, 2016, the Monthly Employee Contribution required by associates will be:

	Sponsored Plan	Sponsored Plan Monthly
	Monthly	Employee
	Employee	Contribution
Coverage	Contribution	(Non-Tobacco
Category	(Tobacco User	User Rate)
Elected	Rate)	
Employee Only	\$120	\$70
Employee + 1	\$190	\$140
or more		

Effective January 1, 2017, the Monthly Employee Contribution required by associates will be:

	Sponsored	Sponsored Plan
	Plan	Monthly
	Monthly	Employee
	Employee	Contribution
Coverage	Contribution	(Non-Tobacco
Category	(Tobacco User	User Rate)
Elected	Rate)	·
Employee Only	\$150	\$100
Employee + 1	\$250	\$200
or more		

The employee contribution toward the medical cost for part-time employees will be as follows:

Regular Part Time Employees – All coverage tiers

Scheduled Hours	Employee Monthly Contributions
Lasa than 47 Harmanan	
Less than 17 Hours per	100%
week	
17 hours but less than 25	50%
hours per week	
25 hours per week or	Same as Regular Full Time
more	monthly contributions as set
	forth above

- During the term of the Agreement, the contributions and plan provision for employees' dental coverage will remain in effect. The Company agrees to pay one hundred percent (100%) of the employee-only dental premium and eighty percent (80%) of the employee plus one (1) and family portion of the dental premium.
  - 26.3.1 The Company premium contribution for regular part-time employees will be paid based on the following schedule for employee and dependent coverage.

	Company Pays		
Hours Scheduled per week	Employee Only	Employee + 1/Family	
< 17 hours	0% of premium	0% of premium	
17 – 24 hours	50% of premium	50% of premium	
25+ hours	100% of premium	80% of premium	

The selection of the insurance carrier and administration of the Benefit Plans shall be the responsibility of the Company. If a dispute arises concerning an employee's eligibility for coverage under any benefit plan matters, it will be handled in accordance with Article 11 of this Agreement.

- 26.5 Life Insurance benefits are described in the Life Insurance Summary Plan Description (SPD).
  - 26.5.1 The Company pays 100% of the one (1) times base salary life insurance premium.

### ARTICLE 27 JOB BIDDING

- The Company will post job opportunity notices prior to a job vacancy being filled to enable qualified and interested employees an opportunity to apply for job openings at the same or other Company locations.
  - 27.1.1 Qualified employees from the IBM/Boeing District who desire reassignment to the St. Louis Commercial District will be given preference based on the following:
    - a. IBM/Boeing technicians who make application for openings shall submit a questionnaire and career profile and must have some experience/qualifications for the position he is applying for.
    - b. The Company shall fill a minimum of one (1) of every five (5) vacancies from the IBM/Boeing District applicants unless the vacancy is to be an on-site technician or non-NTI technician.
    - c. The Company shall develop a process for the IBM/Boeing technicians, who indicate they want to transfer to the Commercial District, that will help them gain sufficient experience/qualifications for the technical position they may apply for.
- The conditions of the business and the abilities of the employees shall be applied with reference to promotions. The abilities of the employees being relatively equal and the conditions of the business permitting, seniority shall then govern.
  - 27.2.1 An employee promoted to a new position will be given up to ninety (90) calendar days to demonstrate his qualifications and abilities. If he does not qualify within such time, he shall be returned to the position formerly held.
  - 27.2.2 For all purposes of the Article and this Agreement, "ability" shall be defined as the skill, knowledge, demonstrated physical capacity to perform the Company's work without the benefit of training, and demonstrated proficiency in carrying out job

## ARTICLE 28 TOOLS AND EQUIPMENT

- The employee shall furnish a conventional kit of hand tools for the type of work he is doing. Employees will not be required to furnish volt meters, hacksaw blades, twist, wood or masonry drill bits, soldering iron, solder, electrically-driven tools, power cords, safety goggles or hard hats. In addition, employees will not be required to provide test equipment not normally carried on his person, i.e., oscilloscopes, meters, spectrum analyzers, signal generators and the like.
- The employee will sign for and be responsible for tools provided by the Company. Unusual circumstances out of the employee's control will be considered by the Company.

## ARTICLE 29 CONTENTS AND DURATION OF AGREEMENT

This Agreement and the provisions hereof shall remain in full force and be binding from 12:00 a.m., September 22, 2013 until 11:59 p.m. on September 16, 2017, and from year to year thereafter unless either party notifies the other party not less than sixty (60) calendar days prior to the anniversary date of this Agreement, or of an extension thereof, of its desire to terminate or amend the same. If an amendment is desired, the substance thereof shall be contained in such notice. The parties agree to meet for the purpose of collective bargaining no later than three (3) weeks prior to the expiration of the Agreement. The Company agrees to pay the wages for one (1) company employee of the union negotiating committee during actual contract negotiations up to and including the expiration date of the contract not to exceed six (6) weeks. Such paid time will be at the basic straight-time wages (maximum forty (40) hours per week).

WITNESS ou	ur hands and	seals this	9th day	of October,	2013:
------------	--------------	------------	---------	-------------	-------

COMMUI	NICATIONS WORKERS OF AMERICA
BY:	
	Guy Stewart CWA Representative
WITNESS our hands and	d seals this 9th day of October, 2013:
VERI	ZON ENTERPRISE DELIVERY LLC
BY:	
	Robert F. Kunkel



September 17, 2010

Ms. Stephanie Collier Communications Workers of America Parkway at Oak Hill, Building One 4801 Southwest Parkway, Ste 145 Austin, TX 78735

#### Dear Stephanie:

As a result of 2010 negotiations between Verizon Enterprise Delivery and the CWA, and in furtherance of the positive working relationship between the parties, the Company and Union agreed there is a need to establish timely discussions involving the changes in industry standards, organization, equipment, or methods of operation.

On a trial basis, a Common Interest Forum (CIF), for each local union area represented in this collective bargaining agreement, will be scheduled annually to facilitate open communication of present and future issues of this nature critical to both parties. It is the recommendation of both parties that the CIF use an agenda outlining current issues for discussion. By mutual agreement, the parties may reconvene more frequently to address issues critical to either party.

The CIF meetings will include an equal number of participants from local management and local union leadership (maximum of three) from each area. Discussions and decisions of the participants shall not add to, subtract from, or modify in any manner whatsoever the terms and conditions of this Agreement, nor shall they constitute mid-term bargaining. Discussion and decisions of the participants shall not be subject to the grievance and arbitration provisions of this agreement.

It is the intent of the Company and Union that a timely discussion in these areas will result in a more educated employee work force, greater continuity and more timeliness in communications between associates and management, and a mutual understanding of Verizon's direction to meet its daily competitive challenge.

The parties agree that the first CIF meeting will be held prior to the one year anniversary of this agreement.

After the conclusion of the first CIF meeting, the parties will meet to discuss the continuation or alteration of the process. At that time the trial CIF may be terminated by either party with a 30 day notice.

Sincerely,

Robert F. Kunkel Sr. Consultant - Labor Relations Stephanie Collier CWA Representative (Concurred By)

#### LETTER OF AGREEMENT

#### between

#### **VERIZON ENTERPRISE DELIVERY LLC**

and

#### **COMMUNICATIONS WORKERS OF AMERICA**

#### **GTE - CONTEL PENSIONS**

Verizon Enterprise Delivery LLC and the Communications Workers of America agree to continue the following Pension Plan benefit which applies to CWA Local 1122, Local 6310, and Local 6132 subject to the new Memorandum of Agreement entitled Pension Benefits, dated October 9, 2013.

The accrued benefits of Covered Employees shall be the greater of:

- A. The sum of such Covered Employees' accrued benefits under the CONTEL Plan as of January 31, 1993, plus the accrued benefit determined under the (GTE system pension) Plan for accredited service on and after February 1, 1993, or
- B. The benefit that would have accrued under the Plan, if all of the accredited service recognized for benefit accrual purposes under the CONTEL Plan is also recognized for benefit accrual purposes under the Plan.

This letter became effective January 6, 2002.

Verizon Enterprise Delivery LLC	Communications Workers of America
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative
Date	Date

#### LETTER OF AGREEMENT

#### between

#### **VERIZON ENTERPRISE DELIVERY LLC**

and

#### COMMUNICATIONS WORKERS OF AMERICA

#### PREVAILING WAGES

In the course of doing business, the Company may bid on or acquire business that has prevailing wage provision included in the contract between the Company and the customer. In the event our current wage package does not meet the prevailing wage set forth, the Company will pay to the employee any increase between the normal Company rate of pay and the prevailing wage rate. When necessary, payments will be made to employees assigned to the project for the period of time they are actually assigned to such duty.

Verizon Enterprise Delivery LLC	Communications Workers of America
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative
Date	Date

### **LETTER OF UNDERSTANDING**

#### between

#### **VERIZON ENTERPRISE DELIVERY LLC**

and

### **COMMUNICATION WORKERS OF AMERICA**

#### **UNION RECOGNITION**

Verizon Enterprise Delivery LLC and Communication Workers of America have agreed to merge employees from three (3) different bargaining units into one (1). In so doing, in recognition of the Union, the parties agree to accept current Recognition language in the three (3) existing Select Services contracts as reflected in Exhibit A, in addition to Article 1 of the Bargaining Agreement. It is not the intent of the Company in this process to, in any way, diminish the scope of the current bargaining units.

This letter became effective January 6, 2002.

Verizon Enterprise Delivery LLC	Communications Workers of America
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative
Date	Date

#### **EXHIBIT A – UNION RECOGNITION**

#### **Local 6132**

### SECTION 3 UNION RECOGNITION

1 (a) The Company hereby recognizes the Union as the exclusive collective representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment, for all its employees in the collective bargaining unit certified by the National Labor Relations Board in case 16-RC-6859 to include all of the Company's present facilities.

#### **Local 6300**

### SECTION 3 UNION RECOGNITION

The Company recognizes the Union as the exclusive representative of all existing employees working in the classifications covered by this Agreement and all future technical employees whose work would compare to the work being performed by those employees and any employees who would work in the "Greater St. Louis Area" for the purpose of collective bargaining with respect to wages, hours, working conditions and other conditions of employment.

The "Greater St. Louis Area" shall be defined as two distinctly separate work groups and work areas within a 100-mile radius of the St. Louis Area. One work group shall be known as the "IBM/Boeing District" and shall include the geographic area known as the St. Louis Properties of Boeing Corporation. The other work group shall be known as the "Commercial District" and shall include the geographic area in and around the Greater St. Louis Area served by Verizon Select Services that does not encroach upon existing jurisdictional territory of another bargaining units recognized by any other Verizon Organization. Exceptions to this recognition clause must be agreed to by the parties on an individual case basis.

#### **Local 1122**

# SECTION 4 UNION RECOGNITION

The Company hereby recognizes the Communications Workers of America, AFL-CIO as the exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment, for all employees of the Company in the classifications covered by the Agreement who are employed by the Company within a sixty (60) mile radius of downtown Buffalo, New York.

### **EXHIBIT B - WAGE SCHEDULES**

Wage Schedule: 1

	8/31/2014	8/30/2015	8/28/2016
Start	\$11.56	\$11.79	\$12.08
6 Mo.	\$12.34	\$12.59	\$12.90
12 Mo.	\$13.17	\$13.43	\$13.77
18 Mo.	\$14.06	\$14.34	\$14.70
24 Mo.	\$15.00	\$15.30	\$15.69
30 Mo.	\$16.02	\$16.34	\$16.75
36 Mo.	\$17.13	\$17.47	\$17.91
42 Mo.	\$18.27	\$18.63	\$19.10
48 Mo.	\$19.50	\$19.89	\$20.39
54 Mo.	\$20.83	\$21.24	\$21.78
Тор	\$22.23	\$22.67	\$23.24

Job Titles: WIRING TECHNICIAN

### Wage Schedule: 2

	8/31/2014	8/30/2015	8/28/2016
Start	\$16.22	\$16.54	\$16.96
6 Mo.	\$16.84	\$17.18	\$17.61
12 Mo.	\$17.49	\$17.84	\$18.29
18 Mo.	\$18.16	\$18.52	\$18.98
24 Mo.	\$18.83	\$19.21	\$19.69
30 Mo.	\$19.56	\$19.95	\$20.45
36 Mo.	\$20.26	\$20.66	\$21.18
42 Mo.	\$21.11	\$21.54	\$22.07
48 Mo.	\$21.91	\$22.35	\$22.91
54 Mo.	\$22.71	\$23.16	\$23.74
Тор	\$23.62	\$24.10	\$24.70

Job Titles: SUPPLY ATTENDANT

Wage Schedule: 3

	8/31/2014	8/30/2015	8/28/2016
Start	\$13.99	\$14.27	\$14.63
6 Mo.	\$15.00	\$15.30	\$15.69
12 Mo.	\$16.07	\$16.39	\$16.80
18 Mo.	\$17.24	\$17.58	\$18.02
24 Mo.	\$18.47	\$18.84	\$19.31
30 Mo.	\$19.80	\$20.19	\$20.70
36 Mo.	\$21.46	\$21.89	\$22.44
42 Mo.	\$22.73	\$23.18	\$23.76
48 Mo.	\$24.11	\$24.60	\$25.21
54 Mo.	\$26.12	\$26.64	\$27.31
Тор	\$27.98	\$28.54	\$29.25

Job Titles: COMPUTER TECHNICIAN

# Wage Schedule: 4

	8/31/2014	8/30/2015	8/28/2016
Start	\$20.68	\$21.09	\$21.62
6 Mo.	\$21.68	\$22.11	\$22.66
12 Mo.	\$22.73	\$23.18	\$23.76
18 Mo.	\$23.83	\$24.30	\$24.91
24 Mo.	\$24.97	\$25.47	\$26.11
30 Mo.	\$26.18	\$26.71	\$27.37
36 Mo.	\$27.46	\$28.01	\$28.71
42 Mo.	\$28.76	\$29.34	\$30.07
48 Mo.	\$30.15	\$30.75	\$31.52
54 Mo.	\$31.62	\$32.25	\$33.06
Тор	\$33.14	\$33.80	\$34.65

Job Titles: COMMUNICATIONS TECHNICIAN

Wage Schedule: 4A – Local 6132 (Chicago Only)

	8/31/2014	8/30/2015	8/28/2016
Start	\$20.98	\$21.40	\$21.94
6 Mo.	\$22.08	\$22.52	\$23.09
12 Mo.	\$23.24	\$23.70	\$24.29
18 Mo.	\$24.46	\$24.95	\$25.57
24 Mo.	\$25.76	\$26.27	\$26.93
30 Mo.	\$27.09	\$27.63	\$28.32
36 Mo.	\$28.50	\$29.07	\$29.80
42 Mo.	\$29.99	\$30.59	\$31.35
48 Mo.	\$31.27	\$31.90	\$32.70
54 Mo.	\$33.23	\$33.90	\$34.74
60 Mo.	\$35.80	\$36.52	\$37.43
66 Mo.	\$37.27	\$38.02	\$38.97
Тор	\$38.73	\$39.50	\$40.49

Job Titles: COMMUNICATIONS

TECHNICIAN

Wage Schedule: 5

	8/31/2014	8/30/2015	8/28/2016
Start	\$19.96	\$20.36	\$20.87
6 Mo.	\$21.25	\$21.67	\$22.21
12 Mo.	\$22.61	\$23.07	\$23.64
18 Mo.	\$24.04	\$24.52	\$25.14
24 Mo.	\$25.60	\$26.11	\$26.77
30 Mo.	\$27.25	\$27.80	\$28.49
36 Mo.	\$29.02	\$29.60	\$30.34
42 Mo.	\$30.90	\$31.51	\$32.30
48 Mo.	\$32.88	\$33.54	\$34.38
54 Mo.	\$35.00	\$35.70	\$36.59
Тор	\$37.25	\$38.00	\$38.95

Job Titles: DATA TECHNICIAN

Wage Schedule: 5A Chicago/Chevron

	8/31/2014	8/30/2015	8/28/2016
Start	\$21.13	\$21.56	\$22.10
6 Mo.	\$22.48	\$22.93	\$23.50
12 Mo.	\$23.93	\$24.41	\$25.02
18 Mo.	\$25.48	\$25.99	\$26.64
24 Mo.	\$27.13	\$27.67	\$28.37
30 Mo.	\$28.87	\$29.44	\$30.18
36 Mo.	\$30.72	\$31.34	\$32.12
42 Mo.	\$32.70	\$33.36	\$34.19
48 Mo.	\$34.81	\$35.51	\$36.40
54 Mo.	\$37.05	\$37.79	\$38.73
Тор	\$39.42	\$40.21	\$41.22

Job Titles: DATA TECHNICIAN

#### between

#### VERIZON ENTERPRISE DELIVERY LLC

and

#### **COMMUNICATIONS WORKERS OF AMERICA**

#### **ADOPTION ASSISTANCE**

- 1. Verizon agrees to make available the opportunity for regular full or part time employees of the Company who are covered by the Collective Bargaining Agreement to participate in the Adoption Assistance Plan which allows employees to claim reimbursement of expenses up to \$10,000 per adopted child in accordance with existing Plan provisions.
- 2. The selection of the administrator, the administration of the Plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company. No matter concerning the Adoption Assistance Plan or any difference thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.
- 3. This Memorandum of Agreement is effective on September 22, 2013, and shall expire on September 16, 2017. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on September 16, 2017, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Enterprise Delivery	Communications Workers of America
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative
Date	Date

#### ADOPTION ASSISTANCE PLAN

- Regular active status full and part-time employees are eligible for this benefit
- Available from the first day of active employment
- Adopted child must be:
  - Under 18 years of age
  - Over 18 years of age and physically or mentally incapable of caring for him/herself
- Includes adoption of a step child
- Reimbursement must be submitted within 90 days of adoption finalization
- Only expenses incurred during active service are eligible for reimbursement
- Covered expenses:
  - Legal fees and court costs
  - Temporary childcare expenses prior to placement
  - Necessary medical expenses for child being adopted
  - Private or public adoption agency fees
  - Medical expenses for biological mother
  - Adoption-related transportation/travel expenses
- Expenses not covered:
  - Expenses for the biological parents other than medical expenses related to the birth of child
  - Voluntary donations/contributions to the agency
  - Guardianship or custody expenses unrelated to adoption
- Maximum Expenses
  - \$10,000 for each eligible employee (no duplicate of expenses for employees who are both employed by Verizon)

#### between

#### VERIZON ENTERPRISE DELIVERY LLC

#### and

#### **COMMUNICATIONS WORKERS OF AMERICA**

#### **BUSINESS ATTIRE**

Verizon Enterprise Delivery LLC and Communications Workers of America (hereinafter "CWA" or "Union") recognize the necessity to enhance and promote a professional businesslike image in the highly competitive telecommunications workplace. Therefore, prescribed business attire may be required of employees in job classifications with face to face customer contact, as set forth below.

The Business Attire Program includes the following features:

- An annual allowance toward the purchase of Business Attire for the employee of up to \$240 the first year and up to \$180 per year thereafter.
- Employees will be required to use the allowance to purchase a minimum of six
   (6) shirts the first year. In subsequent years they will be required to use the allowance to purchase a minimum of four (4) shirts.
- An approved catalog (hard copy or on-line) will be made available for the purchase of Business Attire.
- Purchases in excess of the allowances identified above will be borne by the employee.
- Additional Business Attire items may be purchased from the catalog at the employee's expense.
- Employees who are required to participate in the Business Attire Program will wear approved Business Attire each day the employee is assigned to work.
- Shirts may be ordered with or without the Union logo on the sleeve.
- The employee will be responsible for the cleaning and continued upkeep of the Business Attire items.
- Baseball-style Verizon caps or caps with only "CWA", and/or a Local number, and/or the official CWA logo affixed must be worn if employees desire to wear a hat at work (except for required hard hats).
- In addition to appropriate dress, employees will be expected to wear ANSIapproved steel toed shoes to ensure safe working conditions.
- The Company may modify the features of this plan at any time, provided the costs of any changes are not borne by the employee. These modifications could include, but are not limited to, change from annual stipend to company provided or rental, vendors and catalog options. The provisions of the MOA have been entered into in good faith and it is not the Company's intent to arbitrarily modify or eliminate any features of the plan during the term of this

- agreement. The Company will discuss any modifications to this Program or change of vendor with the Union prior to implementation. These discussions will be designed to provide the rationale and receive input from the union of the modifications being contemplated.
- It is further expected that all employees will exercise good judgment and common sense in projecting the proper professional image appropriate for their assignment and be neat, clean and well groomed.

This Memorandum of Agreement will become effective September 22, 2013. The Company may terminate the application of this MOA to one or more job classifications or to all job classifications with 30 days advance notice to the Union.

Verizon Enterprise Delivery	Communications Workers of America	
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative	
Date	Date	

#### between

#### VERIZON ENTERPRISE DELIVERY LLC

#### and

#### **COMMUNICATIONS WORKERS OF AMERICA**

#### COMPREHENSIVE MEDICAL PLAN

- Verizon Enterprise Delivery LLC and Communications Workers of America agree to continue the provisions of the Comprehensive Medical Plan set forth in this Memorandum of Agreement.
- 2. For a summary of details refer to the attachment entitled Comprehensive Medical Plan Highlights.
- 3. Some of the major provisions include:
  - A. For all regular full time and part time employees, coverage under the Plan begins ninety (90) days from date of hire or the date which the employee enrolls, whichever is later.
  - B. Maintenance of Benefits permitted to the level of benefits provided in the Medical Plan.
  - C. After August 31, 2014, the following options defined in this section 3C will no longer be available to employees and their eligible dependents pertaining to enrollment in the Verizon companysponsored medical plan or any other Verizon-offered alternative medical plan:
    - 1. In situations where employees elect to cover their spouse where the spouse is eligible for medical coverage from another employer, the spouse's medical plan is considered primary and the employee's plan is considered secondary. In this situation no additional employee contribution is applicable.
    - 2. In situations where employees elect not to enroll themselves and their eligible dependents in the Verizon company-sponsored medical plan or any other Verizon-offered alternative medical plan, the employee is eligible for an annual "opt out" credit of seven hundred dollars (\$700).

3. In situations where employees elect not to enroll their spouse in the Verizon company-sponsored medical plan or any other Verizon-offered alternative medical plan, the employee is eligible for an annual opt out credit of three hundred fifty dollars (\$350). Other eligible dependents may continue to be enrolled in the plan. There is no additional opt out credit if other eligible dependents are not enrolled.

Note: The credits described in paragraphs 2 and 3 may be prorated and will be given to the employee over twelve (12) months on his/her bi-weeklypaycheck. In order to be eligible for this credit, the employee may be required to provide satisfactory evidence of medical coverage upon request.

- 4. In situations where employees elect to cover their spouse where the spouse is also eligible for medical coverage from his/her employer and does not enroll in that medical plan, a "spousal surcharge" shall apply.
  - a. The spousal surcharge shall apply to all Verizon medical plan options.
  - b. The spousal surcharge of \$40 per month will be deducted from the employee's bi-weekly paycheck.
  - c. The spousal surcharge shall not apply:
    - In a plan year in which the spouse's gross base wage rate on an annualized basis as of the previous July 1 from his/her employer who provides such medical coverage is \$25,000 or less, or
    - If the spouse's annual individual premium contributions would be \$900 or more under his/her employer's plan.
  - d. In situations where both the employee and the spouse are eligible for enrollment in a Verizon medical plan based upon their employment status:
    - The spousal surcharge shall not apply if both spouses are Verizon associates.
    - The spousal surcharge shall apply if one spouse is an associate and one spouse is eligible for Verizon management medical options and coverage under the associate medical option is elected for the spouse who is eligible for Verizon management medical options.

- 4. The Comprehensive Medical Plan will be administered solely in accordance with its provisions, and no matter concerning the Comprehensive Medical Plan or any difference arising there under shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.
- 5. The selection of the Health Care Plan Administrator, the administration of the Comprehensive Medical Plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company.
- 6. This Memorandum of Agreement is effective on September 22, 2013 and shall expire at 11:59 pm on September 16, 2017. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Comprehensive Medical Plan, shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Enterprise Delivery LLC	Communications Workers of America	
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative	
Date	Date	

Benefits	<u>In-Networ</u>	r <u>k</u>	Out-of-Net	work_
General				
Lifetime Maximum	None		None	
Calendar Year Deductible (No carry over) combined in- and out-of-network	June 1, 2014 Employee Only Employee + 1 or more	\$450 \$1,125	June 1, 2014 Employee Only Employee + 1 or more	\$700 \$1,750
	January 1, 2015 Employee Only Employee + 1 or more	\$475 \$1,187.50	January 1, 2015 Employee Only Employee + 1 or more	\$725 \$1,812.50
	January 1, 2016 Employee Only Employee + 1 or more	\$525 \$1,312.50	January 1, 2016 Employee Only Employee + 1 or more	\$750 \$1,875
	January 1, 2017 Employee Only Employee + 1 or more	\$600 \$1,500	January 1, 2017 Employee Only Employee + 1 or more	\$900 \$2,250
Out of Pocket Maximums combined in-and out-of-network	June 1, 2014 Employee Only Employee + 1 or more	\$1,500 \$3,750	June 1, 2014 Employee Only Employee + 1 or more	\$1,800 \$4,500
	January 1, 2015 Employee Only Employee + 1 or more	\$1,500 \$3,750	January 1, 2015 Employee Only Employee + 1 or more	\$1,900 \$4,750
	January 1, 2016 Employee Only Employee + 1 or more	\$1,500 \$3,750	January 1, 2016 Employee Only Employee + 1 or more	\$2,000 \$5,000
	January 1, 2017 Employee Only Employee + 1 or more	\$1,500 \$3,750	January 1, 2017 Employee Only Employee + 1 or more	\$2,100 \$5,250
Coordination of Benefits	Non-duplication of benefits. Cross coordination applies. Birthday rule applies.		Non-duplication of b Cross coordination a Birthday rule applies	applies.
Pre-existing Conditions	None		None	

In-Network

Out-of-Network

**Benefits** 

**Hospital Services** 70% of Maximum Allowable Room and Board 80% of Network Negotiated Fee ("NNF") after deductible (Subject to Care Coordination) Amount ("MAA") after deductible satisfied. satisfied. Semi Private Room Semi Private Room Intensive & Cardiac Care Intensive & Cardiac Care Units Units **Emergency Outpatient for** \$75 Copay (waived if \$75 Copay (waived if admitted) Accidents admitted) **Preadmission Tests** 100% of NNF after deductible 70% of MAA after deductible satisfied. Outpatient tests and satisfied. (Outpatient tests and xx-rays for a proposed surgery as rays for a proposed surgery as long as the resulting hospital long as the resulting hospital admission is scheduled within 7 admission is scheduled within 7 days of the tests and x-rays are days of the tests and x-rays are performed at the facility in which performed at the facility in which the surgery is to take place.) the surgery is to take place.) Inpatient Services and Supplies 80% of NNF after deductible 70% of MAA after deductible satisfied. satisfied. **Professional Services** 80% of NNF after deductible 70% of MAA after deductible **Doctor's Surgical Charges** satisfied. satisfied. **Outpatient Surgery** 80% of NNF after deductible 70% of MAA after deductible satisfied. satisfied. Doctor's Office Visits \$20 per office visit 70% of MAA after deductible (PCP/OBGYN) \$25 per office satisfied. visit (Specialist) Diagnostic Lab and X-ray in 70% of MAA after deductible \$20 copay Doctor's Office satisfied. **Doctor's Home Visits** 80% of NNF after deductible 70% of MAA after deductible satisfied. satisfied. Allergy Shots \$10 copay for injection only if 70% of MAA after deductible not billed for any other office satisfied. visit services \$20 office visit copay, first visit 70% of MAA after deductible Maternity only. Covered the same as satisfied. any other illness or injury.

Benefits	<u>In-Network</u>	Out-of-Network	
High Risk Maternity (If Care Coordination recommends special care because pregnancy is considered high risk)	100% of NNF outpatient, no deductible.  Physician and hospital charges are paid at 100% of NNF, no deductible.	70% of MAA for physicians and hospital charges after deductible satisfied.	
Nurse/Midwife	80% of NNF after deductible satisfied.	70% of MAA after deductible satisfied.	
Birthing Center	80% of NNF after deductible satisfied.	70% of MAA after deductible satisfied.	
Artificial Insemination & In Vitro Fertilization (Subject to Care Coordination)	Limited to 50% of NNF after deductible satisfied to a maximum of \$15,000 per lifetime.	Limited to 50% of MAA after deductible satisfied to a maximum of \$15,000 per lifetime.	
Other Services Acupuncture; limits combined in- and out-of-network	80% of NNF after deductible satisfied. (Limited to 20 visits per year. Additional services are covered if approved by Care Coordination. Cover MD, DO, DC or Acupuncturist licensed by the state or certified by the National Commission of Acupuncturists.)	70% of MAA after deductible satisfied. (Limited to 20 visits per year. Additional services are covered if approved by Care Coordination. Cover MD, DO, DC or Acupuncturist licensed by the state or certified by the National Commission of Acupuncturists.)	
Chiropractor Services; limits combined in- and out-of-network	\$25 office visit copay (12 visits per year threshold. Additional services may be covered if approved by Care Coordination.)	70% of MAA after deductible satisfied. (12 visits per year threshold. Additional services may be covered if approved by Care Coordination.)	
Diagnostic X-ray & Lab Tests	\$20 copay	70% of MAA after deductible satisfied.	
Physical & Occupational Therapy; limits combined in- and out-of-network	\$25 copay (number of visits based on medical necessity)	70% of MAA after deductible satisfied. (number of visits based on medical necessity)	
Radiation Therapy	80% of NNF after deductible satisfied if performed in a facility. \$25 copay per visit if performed in a physician's office.	70% of MAA after deductible satisfied.	

Benefits	<u>In-Network</u>	Out-of-Network
Speech Therapy; limits combined in- and out-of-network	\$25 copay  Expanded speech therapy benefit for children under age 3. (20 visit limit per calendar year.)	70% of MAA after deductible satisfied. Expanded speech therapy benefit for children under age 3 (20 visit limit per calendar year.)
Transplants (Subject to Care Coordination)	Voluntary – when a designated transplant facility is used, benefits are payable at 100%, no deductible or copay.	Voluntary – when a designated transplant facility is used, benefits are payable at 100%, no deductible or copay.
	<ul> <li>When a designated facility is not used, benefits are payable the same as any other illness.</li> <li>Travel &amp; Lodging lifetime maximum of \$10,000.</li> <li>Lodging &amp; Meal Allowance of \$50 individual / \$100 family per day.</li> <li>Organ Search &amp; Procurement – when a designated facility is not used, benefits are payable up to the medical plan maximum except bone marrow is limited to \$25,000.</li> </ul>	<ul> <li>When a designated facility is not used, benefits are payable the same as any other illness.</li> <li>Travel &amp; Lodging lifetime maximum of \$10,000.</li> <li>Lodging &amp; Meal Allowance of \$50 individual / \$100 family per day.</li> <li>Organ Search &amp; Procurement – when a designated facility is not used, benefits are payable up to the medical plan maximum except bone marrow is limited to \$25,000.</li> </ul>
Corrective Appliances & Artificial Limbs	80% of NNF after deductible satisfied.	70% of MAA after deductible satisfied.
Home Rental of Durable Medical Equipment (Subject to Care Coordination if amounts exceeds \$1,000)	80% of NNF after deductible satisfied.	70% of MAA after deductible satisfied.
Oral Surgeries	80% of NNF after deductible satisfied. (Surgery meeting medical necessity guidelines covered.)	70% of MAA after deductible satisfied. (Surgery meeting medical necessity guidelines covered.)
Voluntary Sterilization	80% of NNF after deductible satisfied.	70% of MAA after deductible satisfied.
Home Health Care; limits combined in- and out-of-network (Subject to Care Coordination)	100% of NNF no deductible. (52 visit limit per year.)	70% of MAA after deductible satisfied (52 visit limit per year.)

Benefits	<u>In-Network</u>	Out-of-Network	
Skilled Nursing Facility; limits combined in- and out-of-network (Subject to Care Coordination, in lieu of hospitalization)	80% of NNF after deductible satisfied. (Semi-private rate - up to 120 days per calendar year.)	70% of MAA after deductible satisfied. (up to 120 days per calendar year)	
Hospice Care (Subject to Care Coordination)	Hospice Facility – 100% of NNF, no deductible;	Hospice Facility – 100% of MAA, no deductible;	
	At Home Hospice (if life expectancy is less than 6 months) – 100% of NNF	At Home Hospice (if life expectancy is less than 6 months) – 100% of MAA	
	Bereavement Counseling - 100% of NNF (While patient is in Hospice care, plan covers reasonable expenses for an unlimited number of counseling services for the patient and covered family members.)	Bereavement Counseling - 100% of MAA (While patient is in Hospice care, plan covers reasonable expenses for an unlimited number of counseling services for the patient and covered family members.)	
Second Surgical Opinion	100% of NNF, no deductible, voluntary.	70% of MAA, after deductible satisfied, voluntary.	
Urgent Care Copay	\$20 Copay	\$20 Copay	
Emergency Room Copay	\$75 Copay (waived if admitted)	\$75 Copay (waived if admitted)	
Preventive Care	100% of NNF, no deductible age and frequency provisions of the Affordable Care Act apply.	100% of MAA, no deductible; age and frequency provisions of the Affordable Care Act apply.	
Well Woman Exam	100% of NNF, no deductible; age and frequency provisions of the Affordable Care Act apply (Additional Pap Smears covered at 80% of NNF after deductible satisfied if medically necessary.)	100% of MAA, no deductible; age and frequency provisions of the Affordable Care Act apply (Additional Pap Smears covered at 70% of MAA after deductible satisfied if medically necessary.)	
Mammograms	100% of NNF, no deductible; age and frequency provisions of the Affordable Care Act apply (Additional mammograms covered at 80% of NNF after deductible satisfied if medically necessary.)	100% of MAA, no deductible; age and frequency provisions of the Affordable Care Act apply (Additional mammograms covered at 70% of MAA after deductible satisfied if medically necessary.)	

Benefits	<u>In-Network</u>	Out-of-Network
Immunizations	One complete regimen of immunizations per lifetime for children and adults covered at 100% NNF, no deductible.	One complete regimen of immunizations per lifetime for children and adults covered at 100% MAA, no deductible.
Influenza Immunizations	One influenza immunization per year covered at 100% NNF, no deductible. (The office visit associated with immunizations is a covered expense.)	One influenza immunization per year covered at 100% MAA, no deductible. (The office visit associated with immunizations is a covered expense.)
Prostate Specific Antigen	100% of NNF, no deductible; age and frequency provisions of the Affordable Care Act apply (The office visit associated with the PSA test is a covered expense.)	100% of MAA, no deductible; age and frequency provisions of the Affordable Care Act apply (The office visit associated with the PSA test is a covered expense.)
Sigmoidoscopy	100% of NNF, no deductible; age and frequency provisions of the Affordable Care Act apply (The office visit associated with sigmoidoscopy is a covered expense.)	100% of MAA, no deductible; age and frequency provisions of the Affordable Care Act apply (The office visit associated with sigmoidoscopy is a covered expense.)
Colonoscopy	100% of NNF, no deductible; age and frequency provisions of the Affordable Care Act apply (The office visit associated with colonoscopy is a covered expense.)	100% of MAA, no deductible; age and frequency provisions of the Affordable Care Act apply (The office visit associated with colonoscopy is a covered expense.)
Fecal Occult Blood Test	100% of NNF, no deductible; age and frequency provisions of the Affordable Care Act apply	100% of MAA, no deductible; age and frequency provisions of the Affordable Care Act apply

Benefits	<u>In-Network</u>	Out-of-Network
Care Coordination (Pre-notification Required)	<ul><li>Hospitalization</li><li>Admission to hospital through ER</li></ul>	<ul> <li>Hospitalization</li> <li>Admission to hospital through ER</li> </ul>
	<ul> <li>In-patient services</li> <li>Skilled Nursing Facility</li> <li>Home Health Care</li> <li>Hospice</li> <li>Artificial Insemination</li> <li>In-Vitro Fertilization</li> <li>Durable Medical Equipment exceeding \$1000</li> <li>Continued stay for Maternity</li> <li>Private Duty Nursing</li> <li>Organ Transplant</li> </ul>	<ul> <li>In-patient services</li> <li>Skilled Nursing Facility</li> <li>Home Health Care</li> <li>Hospice</li> <li>Artificial Insemination</li> <li>In-Vitro Fertilization</li> <li>Durable Medical Equipment exceeding \$1000</li> <li>Continued stay for Maternity</li> <li>Private Duty Nursing</li> <li>Organ Transplant</li> </ul>
	Non-notification penalty: Lessor of actual charge or \$200	Non-notification penalty: Lessor of actual charge or \$200

The benefits outlined herein are governed by the Summary Plan Description (SPD) and where conflicts exist, the SPD shall prevail.

## **COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS**

## MENTAL HEALTH/SUBSTANCE ABUSE CARE —June 1, 2014

BENEFITS	IN - NETWORK	OUT-OF-NETWORK
Inpatient Hospital Room and Board (Subject to Care Coordination)	80% of NNF after deductible satisfied  Semi Private Room	70% of MAA after deductible satisfied  • Semi Private Room
Inpatient Services and Supplies	80% of NNF after deductible satisfied	70% of MAA after deductible satisfied
Outpatient	\$20 per office visit.	70% of MAA after deductible satisfied

Note: Employees must call their Medical Plan within 48 hours of emergency care.

The benefits outlined herein are governed by the Summary Plan Description (SPD) and where conflicts exist, the SPD shall prevail.

#### Between

#### VERIZON ENTERPRISE DELIVERY LLC

#### And

#### **COMMUNICATIONS WORKERS OF AMERICA**

#### **COPE PAYROLL DEDUCTION**

Verizon Enterprise Delivery LLC and the Communications Workers of America agree to continue the following provisions for the payroll deduction of CWA COPE (Committee on Political Education).

- 1. The Company will make collection of CWA/PAC funds once each month through payroll deduction from employee's pay upon receipt of written authorization form signed by the individual employee and delivered by the Union to the respective Company. The minimum allowable deduction amount to be processed will be two dollars (\$2.00) per biweekly pay period.
- 2. The Company also agrees to remit the amounts so deducted to the designated representative of the Union, and to furnish the Union a list of employees for whom no deductions have been made together with the reasons therefore.
- 3. The Company shall bear the full cost of the undertaking set forth herein except that the Union agrees to furnish the CWA/PAC deduction authorization forms.
- 4. The Union agrees to hold harmless and indemnify the Company against liabilities resulting from the process of CWA/PAC collection from the employees and subsequent transfer to the Union.
- 5. This Memorandum of Agreement is effective September 22, 2013, and shall expire on September 16, 2017. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, shall also terminate on September 16, 2017, and shall not survive the expiration of the Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Enterprise Delivery LLC	Communications Workers of America
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative
Date	

#### between

#### VERIZON ENTERPRISE DELIVERY LLC

#### and

#### **COMMUNICATIONS WORKERS OF AMERICA**

#### **DENTAL PLAN**

- Verizon Enterprise Delivery LLC and Communications Workers of America agree to the provisions of the Dental Plan set forth in this Memorandum of Agreement.
- 2. For a summary of details refer to the appropriate Dental Benefits Summary Plan Description (SPD). The annual deductible will be \$25.00 per individual for all regular fulltime and part-time employees. I The annual \$25.00 per individual deductible will be waived when an employee and/or his/her enrolled dependents use a Preferred Dental Provider (PDP).
- 3. For all regular full time employees, coverage under the Plan begins ninety (90) days from date of hire or the date which the employee enrolls, whichever is later.
- 4. Maintenance of Benefits (MOB) permitted to the level of benefits provided in the Dental Plan.
- 5. The monthly employee contribution shall be in accordance with Article 26 of the Collective Bargaining Agreement.
- 6. The Plan will be administered solely in accordance with its provisions and no matter concerning the Plan or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the Plan Administrator, the administration of the Plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company.

7. This Memorandum of Agreement is effective on September 22, 2013, and shall expire on September 16, 2017. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Dental Plan, shall also terminate on September 16, 2017, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Enterprise Delivery	Communications Workers of America
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative
Date	Date

# **VERIZON DENTAL PLAN HIGHLIGHTS**

Benefit	Coverage Level
Deductible	\$25 Deductible waived if Preferred Dental Provider (PDP) used
Preventive and Diagnostic Services	100% of usual and customary charges (or 100% of negotiated fees if innetwork)
Basic Services	80% of usual and customary charges after deductible satisfied (or 80% of negotiated fees if in-network)
Dental Sealants	80% of usual and customary charges after deductible satisfied (or 80% of negotiated fees if in-network)
Major Services	50% of usual and customary charges after deductible satisfied (or 50% of negotiated fees if in-network)
Orthodontic care/TMJ disorder treatment	50% of usual and customary charges after deductible satisfied (or 50% of negotiated fees if in-network)
Lifetime maximum benefit for TMJ disorder treatment	\$500
Lifetime maximum benefit for Orthodontic care	\$1,500
Annual individual maximum benefit	\$1,500

The benefits outlined herein are governed by the Summary Plan Description (SPD) and where conflicts exist, the SPD shall prevail.

#### between

#### VERIZON ENTERPRISE DELIVERY LLC

and

#### COMMUNICATIONS WORKERS OF AMERICA

#### DRUG AND ALCOHOL POLICY

Verizon Enterprise Delivery LLC and the Communications Workers of America agree to continue a Drug and Alcohol Policy. The Company and Union are committed to maintaining a work place that is safe and free from drugs or alcohol and the Company is obligated to comply with the requirements of federal, state and local laws.

The following represents the understanding of the parties concerning the implementation of the Policy.

- 1. When, in the opinion of a Verizon supervisor, good reason has been established that an employee may have violated any of the restrictions of the Policy, the Company will require that the observations that result in the requirement for drug and/or alcohol screening be documented in writing by the management employee(s) who make(s) the observations. Good reason to pursue reasonable suspicion testing should be based on first-hand, specific, current observations concerning the appearance, behavior, speech or body odors of the employee. It is not the intent of the Policy to require a drug/alcohol screen as a result of a performance problem(s) in and of itself, without the presence of indicators that would cause a "reasonable person" to conclude that the individual could be under the influence of a drug or alcohol. This is to say that a single indicator that could be the result of many different conditions would not be the sole factor that would result in a requirement for a drug/alcohol screening.
- 2. The Company acknowledges that employees will have the right to Union representation, as provided by the Weingarten decision, during the screening process. The Company has not agreed to representation that is beyond that provided in Weingarten.
- 3. The Company agrees to delete the portion of the consent form that reads: "I hereby release Verizon, its employees, and any such designated institution or person from any liability resulting from the medical procedures outlined above."
- 4. At the time the specimen is collected, the employee will be provided the

opportunity to provide two specimens in separate containers. The second specimen will be properly sealed and maintained so as to be available for re-test at the request of the employee and/or the Union as described below.

- 5. The Company agrees that the employee who tests positive on both the screen and the confirmation test will have the option to request the additional specimen be released to a certified lab to be re-tested. If there is no second specimen, a portion of the remaining specimen will be made available for re-test. The Company responsibility for the chain of custody ends when the specimen is released at the direction of the second testing lab. The Union or the employee must make this request within ten (10) working days from the date the original test result is provided to the employee. It is understood that the employee and/or the Union are responsible to arrange for the test and all associated additional cost. The results of this re-test will be forwarded to the Company within ten (10) working days from the date the results are available for consideration by the Company. It is also understood that in some small percentage of the cases, it is possible that there may not be enough of the specimen remaining to re-test.
- 6. It is understood that a decision to discipline as a result of a positive test would depend on all circumstances surrounding the particular situation and would be based on established just cause standards.
- 7. It is agreed that an employee who tests positive on the first occasion will not be terminated as a result of this first test, unless surrounding the incident that resulted in the requirement for the test there are other performance or behavior problems that warrant discharge.
- 8. In the case of a positive test result, the employee will be so advised by Company's Medical Review Officer (MRO) on a confidential basis, prior to the reporting of the results so that the employee shall have the right to discuss and explain the results and to advise the MRO of any medication prescribed by the employee's physician that may have affected the results of the test.
- 9. The Company agrees that the drug screen will be "forensic quality".
- 10. The Company agrees to provide information to employees concerning the Employee Assistance Program (EAP) and/or the availability of public and private drug treatment counseling, rehabilitation and other drug and alcohol abuse treatment programs.
- 11. The Company agrees that an employee will not be subject to unannounced testing beyond one year as a result of the post treatment provisions of the policy.

12. It is not the intent of the policy to require drug or alcohol screening after an accident (in which no death occurs) as a result of behavior that can clearly be attributed to the accident alone.

This Memorandum of Agreement shall become effective on September 22, 2013, and shall automatically continue in full force and effect.

Verizon Enterprise Delivery	Communications Workers of America
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative
Date	Date

#### between

#### VERIZON ENTERPRISE DELIVERY LLC

#### and

#### COMMUNICATIONS WORKERS OF AMERICA

#### FAMILY AND MEDICAL LEAVES OF ABSENCE (FMLA)

- Verizon Enterprise Delivery LLC and Communications Workers of America agree to the provisions concerning Family and Medical Leaves of Absence as set forth in this Memorandum of Agreement.
- 2. The purpose of the leave shall be as follows:
  - a. for the birth and care of a newborn child of the employee, or the placement of a child with the employee for adoption or foster care.
  - b. to care for a spouse, biological or adoptive parent, or person who has acted in role as parent with day-to-day responsibility, or child (biological, adopted, foster or stepchild or legal ward or child for whom the employee has day-to-day parental responsibility) who has a "serious health condition".
  - c. for a serious health condition of the employee which makes the employee unable to perform the functions of the position of such employee. As with any absence for a serious health condition, the Company may require an employee to provide a "fitness for duty" certification to return to work after such leave.
- 3. The total period of this leave will be up to twelve (12) work weeks within a twelve (12) month period. Any leave or absence provided for in the Collective Bargaining Agreement (CBA), whether paid or without pay, that are qualified under the Family Medical Leave act, shall run concurrently with the Family Medical Leave.
- 4. Employees who have completed at least twelve (12) months of accredited service at the beginning of the leave and worked at least 1,250 hours during such period may be eligible for leave.
- 5. The FMLA excludes employees where there are less than fifty (50) employees within seventy-five (75) miles of the employee's work site. The Company will attempt to accommodate requests for FMLA leave for employees at remote locations, however, such requests may be denied based on business necessity.

- 6. Leave may be taken on an intermittent or reduced schedule basis for reasons specified in paragraphs 2.b and 2.c if determined to be "medically necessary" as defined in the Departments of Labor Regulations 29 CFR Part 825. It may not be taken intermittently or on a reduced schedule basis for reasons specified in paragraph 2.a unless approved by the Company.
- 7. If an employee is granted intermittent or reduced schedule leave, the Company may require such employee to transfer temporarily to an available alternative, equivalent position that better accommodates recurring periods of leave than the employee's regular position.
- 8. The Company may elect to replace any employees on leave with temporary employees or contract workers for the duration of the leave without affecting or being affected by any provisions of the Collective Bargaining Agreement.
- 9. Employees shall be required to present, to the satisfaction of the Company's Human Resources Services Department, documentation concerning the basis for the requested leave of absence.
- 10. Employees shall provide the Company with at least thirty (30) days advance notice of intent to take leave when foreseeable.
- 11. In cases where both spouses are employed by the Company, and both spouses are eligible for FMLA leave, they will be permitted to take a total of 12 weeks of FMLA leave during the applicable 12-month period for any one qualifying circumstance (birth of a child or to care for a child after birth; placement of a child in foster care or for adoption or to care for the child after placement; or to care for a parent with a serious health condition). Where the husband and wife both use a portion of the total 12 week FMLA leave entitlement for one qualifying circumstance, the husband and wife would each be entitled to the difference between the amount he or she took individually and 12 weeks for FMLA leave for a different purpose.
- 12. While on FMLA leave, eligible employees are entitled to receive company-paid life insurance and medical/dental benefits to the extent provided to active employees.
- 13. Upon return to work, employees granted FMLA leave shall receive accredited service for the period of the leave. There is no break in service for purposes of vesting, eligibility to participate in pension plans and other types of benefits and seniority for employees eligible for such benefits.
- 14. Subject to Item 15 below, at the end of the approved leave (or each segment of the leave, as applicable), employees shall be guaranteed

reinstatement to the same or equivalent job.

- 15. Reinstatement is subject to any contractual provisions of the Collective Bargaining Agreement which cover adjustments to the workforce that may have occurred during the leave of affected employees.
- 16. Employees who wish to change their projected return date, may request the change and the Company will endeavor to accommodate such requests.
- 17. Employees, while on leave, shall be considered to have terminated employment if they accept employment with another employer, engage in business for profit, and/or apply for unemployment insurance benefits.
- 18. The provisions of this Memorandum of Agreement are not subject to the grievance or arbitration procedure of the Collective Bargaining Agreement except for the application for reinstatement by employees on leave.
- 19. All terms herein shall be defined as set forth in the Department of Labor Regulations, 29 CFR 825.
- 20. The Company has the right to act in accordance with the Family and Medical Leave Act of 1993 and to comply with the regulations provided by the Department of Labor.
- 21. This Memorandum of Agreement is effective on September 22, 2013 and shall expire at 11:59 p.m. on September 16, 2017. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on September 16, 2017 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Enterprise Delivery LLC	Communications Workers of America
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative
Date	

#### between

#### VERIZON ENTERPRISE DELIVERY LLC

and

#### **COMMUNICATIONS WORKERS OF AMERICA**

#### FLEXIBLE REIMBURSEMENT PLAN (FRP)

- 1. Verizon Enterprise Delivery LLC agrees to continue the Flexible Reimbursement Plan (FRP).
- 2. Coverage under the Plan begins ninety (90) days from date of hire or the date which the employee enrolls, whichever is later.
- 3. For a summary of details refer to the Flexible Reimbursement Plan Summary Plan Description (SPD).
- 4. The FRP will be administered solely in accordance with its provisions, and no matter concerning the FRP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the FRP Administrator, the administration of the FRP and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or reimbursements shall be determined by and at the sole discretion of the Company.
- 5. This Memorandum of Agreement is effective on September 22, 2013, and shall expire on September 16, 2017. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Flexible Reimbursement Plan, shall also terminate on September 16, 2017, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Enterprise Delivery	Communications Workers of America
Robert F. Kunkel	Guy Stewart
Sr. Consultant – Labor Relations	CWA Representative
Date	Date

#### between

#### VERIZON ENTERPRISE DELIVERY LLC

#### and

#### **COMMUNICATIONS WORKERS OF AMERICA**

#### **FOUR-DAY WORK WEEK**

Verizon Enterprise Delivery LLC and the Communications Workers of America agree to continue a Four-Day Work Week consisting of four (4) days, ten (10) hour work day (4/10), schedule. This voluntary work schedule is intended to apply to all work groups and/or employees as determined by the Company. Unless specifically stated differently below, the language of the Collective Bargaining Agreement shall prevail.

- 1. The Company shall determine the eligible job classifications and locations. Participation in the Four-Day Work Week shall be determined by a majority vote of the eligible work group. If an employee should be unable to work the ten-hour, four-day week because of overriding domestic reasons, the schedule shall not be made mandatory.
- 2. The Company reserves the right to revert back to a 5/8 work week in a work group or location where the 4/10 work week proves not to be in the Company's best interest. Management and the Union will jointly, at the local level, work together to implement the Four-Day Work Week schedule for a particular work group.
- 3. Transfers/changes to or from a Four-Day Work Week should, when practical, be made at the beginning of the work week.
- 4. The normal work week shall consist of four, ten-hour tours. The four, ten-hour tours must be scheduled on consecutive days unless a service emergency clearly dictates an exception or the eligible work group agrees by majority vote to one non-consecutive work day. For the purposes of this Agreement a "tour" shall be defined as "The entire scheduled work day of an employee, which will be ten (10) hours or less."
- 5. Overtime will be paid when an employee works in excess of ten (10) hours per day, or in excess of forty (40) hours in a work week, for employees covered under this Memorandum of Agreement.

## 6. Holidays

## A. <u>Designated Holidays</u>

Whenever a designated holiday occurs during the week, management can change the 4/10 schedule to a 5/8 schedule. Employees whose schedules are not changed to a 5/8 schedule will receive ten (10) hours holiday pay.

## B. <u>Personal Holidays</u>

These holidays will be converted to hours up to a maximum of forty (40) hours. An employee scheduled off for a Personal Holiday will be compensated for up to ten (10) hours. The compensated hours will be deducted from the employee's total holiday hours. Holidays must be scheduled in increments of ten (10) or eight (8) hours, unless the remaining total hours are less than eight (8) hours. Employees with less than eight (8) hours may, with management's consent, schedule the remaining hours during days off or on scheduled days and be compensated, at the straight time rate, only for the remaining balance of hours. Personal Holidays scheduled on days off will not count toward the work week for overtime purposes.

- 7. Absence for Jury, Witness, Election Duty or other excused time off will be compensated on a ten-hour basis. Employees who are required to be absent to attend a funeral as outlined in Article 25 will receive up to ten (10) hours pay for the regular working days.
- 8. Employees electing to take day-at-a time vacations will do so on a four-day, ten-hour basis. In no case shall they receive in excess of forty (40) hours vacation pay per week. Weekly vacation will be taken on a five-day, eight-hour basis.
- 9. Incidental absences due to illness will be compensated on a ten-hour basis. Employees who are absent forty (40) scheduled hours within a work week will receive forty (40) hours of Sickness Disability Benefits. An illness waiting day consists of ten (10) consecutive scheduled hours.
- 10. Employees working a four-day, ten-hour schedule who are assigned to a higher classification or temporarily to another work group for one (1) full working hour or more will conform to the work schedule of that work group and shall be paid for the time worked on the temporary assignment
- 11. Employees attending training will be assigned to a five (5) day, eight (8) hour work week.
- 12. Disputes arising out of the application or intent of this Agreement, except

for paragraph 2 above, shall be subject to the Grievance and Arbitration procedure.

13. This Memorandum of Agreement is effective on September 22, 2013, and shall expire on September 16, 2017. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall terminate on September 16, 2017, and shall not survive the expiration of this Memorandum of Agreement.

Verizon Enterprise Delivery	Communications Workers of America
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative
Date	Date

#### between

#### **VERIZON SOUTHWEST INCORPORATED**

and

#### COMMUNICATIONS WORKERS OF AMERICA

#### HEALTH REIMBURSEMENT ACCOUNT

- Contingent upon ratification on or before November 19, 2013 of the 2013 Proposal for Settlement, effective June 1, 2014 the Company will establish a Health Reimbursement Account (HRA), within the meaning of IRS Notice 2002-45 and related guidance, on behalf of each regular, full-time employee (as such term is used in the applicable medical summary plan description which is incorporated into The Plan for Group Insurance ("SPD")) scheduled to work 25 or more hours per week ("Full-Time Employee") and each regular, part-time employee (as such term is used in the applicable medical SPD) who is scheduled to work at least 17 hours per week but fewer than 25 hours per week ("Part-Time Employee"), in each case who has at least 90 days of service and who is enrolled in a medical coverage option under The Plan for Group Insurance. Any such Full-Time Employee or Part-Time Employee who is not enrolled in a medical coverage option under The Plan for Group Insurance shall not be eligible for an HRA. During the 2014 plan year, the Company will allocate a credit of \$650 to each HRA for eligible "Full-Time Employees" as of June 1, 2014 and a credit of \$325 to each HRA for eligible "Part-Time Employees" as of June 1, 2014 to reimburse otherwise unreimbursed eligible medical expenses (as defined in IRC section 213(d)) for the associate and his or her eligible IRS tax dependents, provided that the HRA may not be used to reimburse the associate for any premium or contribution under The Plan for Group Insurance or otherwise. including any Annual Employee Contributions. An associate who is hired after June 1, 2014 will not be eligible for an HRA for the remainder of the 2013 calendar year.
- 2. To the extent there is a positive balance in an associate's HRA after the 2014 plan year, the associate may continue to incur and receive reimbursement from the HRA until the balance in such notional account is zero.
- 3. If the associate terminates employment for any reason other than Retirement (as defined under the Pension Plan), claims incurred after the date of termination will not be eligible for reimbursement. Claims incurred before termination but not paid shall be eligible for reimbursement for three months following the date of termination. Any remaining balance after the run off period will be forfeited, unless the associate elects continued coverage under COBRA.

- 4. Upon the death of an associate, the remaining balance of his or her HRA account shall be used to reimburse claims incurred before the associate's death for eligible medical expenses of the associate or his or her IRS tax dependents. Claims incurred before the associate's death but not paid shall be eligible for reimbursement for three months following the date of death. Any remaining balance after the run off period will be forfeited, unless the surviving IRS tax dependent elects continued coverage under COBRA. In the event an associate is on a leave of absence, he or she shall continue to be eligible for credits to and reimbursements from the HRA in the same manner as an eligible associate who is not on a leave of absence.
- 5. The Company will have the sole and exclusive right to determine and implement applicable administrative details with respect to the HRAs, which include, without limitation, claims processing procedures, communications, and establishment of applicable COBRA rates. The HRAs will be established and operated in accordance with IRS guidance and applicable law.

Verizon Enterprise Delivery LLC	Communications Workers of America
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative
Date	Date

#### between

#### VERIZON ENTERPRISE DELIVERY LLC

and

#### COMMUNICATIONS WORKERS OF AMERICA

#### **HEARING AID BENEFIT**

- 1. Verizon Enterprise Delivery LLC and Communications Workers of America agree to continue offering the Hearing Aid Benefit set forth in this Memorandum of Agreement to employees who are enrolled in the sponsored medical plan.
- 2. The hearing aid benefit will provide coverage for expenses for a hearing examination by a licensed audiologist or physician, the hearing aid device, molds, repairs, hearing aid check and batteries. The maximum reimbursement under this benefit is \$1,000 per covered individual every twenty-four (24) months. The benefit is not subject to deductible, co-pays or R&C and there are no separate maximums for any in or out of network expenses. Hearing aids are covered for all hearing impairments that are a result of birth defect, illness, accident and/or injury and progressive loss of hearing. Replacement and repair of hearing aids are covered unless due to misuse or loss.
- 3. The selection of the administrator, the administration of the Plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company. No matter concerning the Hearing Aid Benefit or any difference thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.
- 4. This Memorandum of Agreement is effective on September 22, 2013, and shall expire on September 16, 2017. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Hearing Aid Benefit, shall also terminate on September 16, 2017, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Enterprise Delivery	Communications Workers of America	
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative	
Date	Date	

#### between

#### VERIZON ENTERPRISE DELIVERY LLC

#### and

#### **COMMUNICATIONS WORKERS OF AMERICA**

#### HOME DISPATCH

Verizon Enterprise Delivery LLC and the Communications Workers of America agree that the Company may extend to employees the opportunity to participate in the Home Dispatch Program.

This Agreement is subject to the following provisions:

- 1. Eligible job classifications shall be determined by the Company.
- 2. The Company may present the Home Dispatch Program to employees on an individual basis or to groups of employees. The decision to accept Home Dispatch will be voluntary.
- 3. Other than driving to and from work, Company vehicles will be used only for business purposes. Employees' scheduled tour will begin and end at the designated work site. Travel to and from home shall not be paid except where such time exceeds sixty (60) minutes.
- 4. The employee shall be responsible for maintaining his/her assigned Company vehicle in accordance with the Company's preventative maintenance procedures at Company expense.
- 5. The employees will be expected to exercise good judgment in the use, storage, and care of the Company vehicle.
- 6. The Company shall provide all necessary insurance coverage and the employees shall be considered on the job while driving to and from work for insurance purposes.

7. This Memorandum of Agreement is effective on September 22, 2013, and shall expire on September 16, 2017. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on September 16, 2017, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Verizon Enterprise Delivery	Communications Workers of America
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative
Date	Date

#### between

#### VERIZON ENTERPRISE DELIVERY LLC

#### and

#### COMMUNICATIONS WORKERS OF AMERICA

### **INCOME SECURITY PLAN (ISP)**

1. Verizon Enterprise Delivery LLC and Communications Workers of America recognize the need for technological change in the business and hereby enter into this Memorandum of Agreement (hereinafter referred to as the Agreement). In order to lessen the economic impact upon regular employees who become surplus due to technological change, the Company and the Union agree to establish the INCOME SECURITY PLAN (the Plan). "Technological change" shall be defined as a change in plant or equipment, or a change in a method of operation, diminishing the total number of regular employees required to supply the same services to the Company or its subscribers. "Technological change" shall not include layoffs or force realignments caused by business conditions, variations in subscribers' requirements, or temporary or seasonal interruptions of work.

When technological change brings about any of the following conditions, the Plan shall apply:

- A. A need to layoff and/or force realign employees in any job title:
- B. Reassignment of regular employees to permanent headquarters fifty (50) miles or more from the employee's permanent headquarters.
- 2. During the term of this Agreement, if the Company notifies the Union in writing that a technological change has created or will create a surplus in any job title in any work group and/or work location, regular employees meeting the following qualifications shall be eligible for Plan participation:
  - A Accredited service of one year or more;
  - B. No comparable assignment available within fifty (50) miles of the former permanent headquarters and/or refusal of reassignment to a new permanent headquarters fifty (50) miles or more from the former permanent headquarters.

However, the Company reserves the right to apply this Plan to any surplus in force, whether or not it is brought about by technological change, that the Company deems appropriate. All elections shall be voluntary and acceptance by the Company will be in order of seniority.

- 3. The Company reserves the right to determine the job titles and work group(s) and/or work location(s) in which a surplus exists, the number of work groups and/or work locations in which a surplus exists, the number of employees in such titles and locations which are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this Plan. In no event shall the number of employee elections accepted under the terms of the Plan exceed the number of employees determined by the Company to be surplus.
- 4. For those employees who are eligible in accordance with Sections 1 and 2, the Company will provide the following ISP Termination pay benefits:
  - A. ISP Termination Allowance of \$1,100, less withholding taxes, for each <u>completed</u> year of accredited service up to and including thirty (30) years for a maximum of \$33,000 prior to withholding taxes. The ISP Termination Allowance <u>is not</u> prorated for any partial year of service.
  - B. In addition to the ISP Termination Allowance, the Company shall pay an employee who has left the service of the Company with ISP benefits an ISP Expense Allowance not to exceed \$750, less withholding taxes, for each <u>completed</u> year of accredited service for a maximum of \$3,750 prior to withholding taxes. The ISP Expense Allowance is not prorated for any partial year of service.

The combined maximum ISP Termination pay benefit payable as set forth in Paragraphs A and B of this Section 4 shall in no event exceed a total of \$36,750.

The dollar amounts set forth in this Agreement shall be prorated for regular part-time employees based on the average hours worked during the last twenty-six (26) pay periods; i.e., average of thirty (30) hours worked per week would result in termination benefits paid at 75% of those set forth in Paragraphs A and B of this Section 4.

- 5. Employees eligible for ISP Termination Allowance in accordance with Section 2 will receive a lump sum payment for the entire amount of the ISP Termination Allowance paid in the month following the month in which the employee leaves the service of the Company.
- 6. Reemployed employees must complete one (1) full year of accredited

service with the Company before coming eligible again for termination benefits. Those employees who have previously received termination benefits of any kind shall be eligible for ISP Termination Pay benefits based on their most recent date of hire in lieu of their accredited service date as outlined in paragraphs 4 A and B above.

- 7. All benefits payable under the Plan are subject to legally required deductions.
- 8. Termination benefits shall not be made if the termination is the result of any sale or other disposition by the Company of the exchange or office at which the employee is working or from which the employee is assigned to work, when the employee is continued in the employment of the new management of the exchange or office.
- 9. An employee's election to leave the service of the Company and receive termination pay benefits must be in writing and transmitted to the Company within fourteen (14) calendar days from the date of the Company's offer in order to be effective, and it may not be revoked after such fourteen (14) calendar day period.
- 10. This Agreement will be implemented prior to invoking the provisions of Article 17 (Force Adjustment) of the Collective Bargaining Agreement, when conditions set forth in Section 1 of this Agreement exist as determined by the Company.
- 11. Neither the right to effect a technological change, the determination of a surplus condition, eligibility for participation in the Plan, nor any part of this Plan or Agreement shall be subject to the arbitration procedure of the Collective Bargaining Agreement.
- 12. This Memorandum of Agreement is effective on September 22, 2013, and shall expire on September 16, 2017. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on September 16, 2017, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Enterprise Delivery	Communications Workers of America
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative
Date	Date

#### between

#### VERIZON ENTERPRISE DELIVERY LLC

#### and

# COMMUNICATIONS WORKERS OF AMERICA

# LONG TERM DISABILITY (LTD)

In recognition of the impact a prolonged disability can have on income security and as a valuable supplement to the short-term disability benefits currently provided by the Company, Verizon Enterprise Delivery LLC and Communications Workers of America agree to continue a Long Term Disability (hereinafter referred to as LTD) plan subject to the following provisions:

- 1. Regular full-time employees are eligible to participate in the LTD plan, subject to the following requirements:
  - Coverage under the Plan begins ninety (90) days from date of hire or the date which the employee enrolls, whichever is later
  - Enrollment during the first ninety (90) days of employment (new hires)
  - Enrollment during the initial Company-designated enrollment period (incumbents with ninety (90) days of continuous employment)
  - Enrollment during periods not mentioned and/or when opting up or increasing the LTD benefit level additionally require regular full-time employees to submit evidence of good health at their expense and approval by the Plan Administrator
  - The disability is not caused by participation in an assault, crime or illegal occupation, an intentionally self-inflicted injury, war or act of war
  - The disability does not result from Pre-existing Conditions that existed within ninety (90) days before the date LTD coverage began. Coverage for Pre-existing Conditions begins twelve (12) months after the coverage effective date.
  - The contributions are continuously paid following enrollment
- 2. The cost of the LTD plan coverage will be paid by the employee. Contributions for coverage may change from time to time. Should this occur, the Company agrees to notify the Union in writing, within fifteen (15) calendar days prior to the date of modification, specifying the cause

for any change in the contribution rate.

- 3. The LTD plan shall pay monthly benefits as follows:
  - Up to 50% of the employee's basic monthly earnings, up to a maximum of \$3,000 per month, or
  - Up to 60% of the employee's basic monthly earnings, up to a maximum of \$5,000 per month

Monthly benefits shall be coordinated and reduced by any amount received by Worker's Compensation (or its equivalent), primary and dependent disability or retirement benefits from Social Security, payments under any other State or Federal disability benefits law, GTE pension plan (if applicable), Company-provided salary continuation plan (ISP, layoff allowances) or any other plan which provides income benefits.

- A. The employee must apply for primary and dependent (if applicable) Social Security disability benefits.
- B. Plan benefits are not payable for any period of disability during which the employee refuses or fails to apply for Social Security disability benefits or to appeal any denied claim for Social Security benefits.
- 4. Benefits will be paid, provided the Plan is in force, if eligible employees have been continuously and totally disabled, under the care of a physician and absent from work for twenty-six (26) weeks or if the disability has resulted in twenty-six (26) weeks of absence during a period of fifty-two (52) consecutive weeks and the eligible employees have been under the care of a physician.
  - Monthly benefits will be paid for eighteen (18) months, if the disability prevents eligible employees from performing their regular work or an alternative occupation with similar earning potential
  - Monthly benefits will be paid following this eighteen (18) month period, if the disability prevents eligible employees from performing any work for which they are otherwise qualified to perform
  - If eligible employees become disabled prior to age sixty (60), benefits will paid up to their 65<sup>th</sup> birthday
  - If eligible employees become disabled on or after age sixty (60), benefits will be paid according to the following schedule:

Age of Disability	Benefits Paid to Age
60	65
61	66
62	67
63	68
64	69
65	70
66	70
67	70
68	71
69	72
70	72
71	72.5
72	73.5
73	74.5
74	75.5
75+	For 1 year

- Disabilities as a result of a mental health disorder, alcoholism or drug addiction, will generally result in monthly LTD benefits for no longer than twelve (12) months.
- 5. During the period LTD benefits are paid, eligible employees will continue to receive life, medical and dental insurance coverage in accordance with the Collective Bargaining Agreement between Verizon Enterprise Delivery LLC and Communications Workers of America. If an employee who is receiving LTD benefits becomes eligible for Medicare, they will be required to enroll in a medical plan that coordinates with Medicare. Accredited Service will be applied toward eligible employees' pension calculations until the disability benefits end or the eligible employee retires, quits or dies.
- 6. The amount and availability of benefits under the LTD Plan are governed by the provisions of the Plan and the insurance contract. Any benefits received will be determined under the terms of the Plan in effect at the time eligible employees receive the benefits in question. The operation and administration of the LTD Plan, selection of the insurance carrier, eligibility for the benefits, cost of coverage, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, administration or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedures set forth in the Collective Bargaining Agreement.

7. This Memorandum of Agreement is effective on September 22, 2013, and shall expire on September 16, 2017. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the Long Term Disability Plan, shall terminate on September 16, 2017, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Verizon Enterprise Delivery LLC	Communications Workers of America
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative
Date	Date

#### between

#### VERIZON ENTERPRISE DELIVERY LLC

and

#### COMMUNICATIONS WORKERS OF AMERICA

### **LUMP SUM IN LIEU OF WAGES**

- 1. Verizon Enterprise Delivery LLC and Communications Workers of America agree to modify the Plan for Hourly-Paid Employees' Pensions and the GTE Hourly Savings Plan. Such modifications are subject to approvals by the Company's Board of Directors and the United States Department of the Treasury. Therefore, the modifications will be effective as soon as administratively feasible, contingent upon receipt of necessary approvals.
- 2. Specific language will be prepared to modify the present Plan for Hourly Employees' Pensions to provide for lump sum payments in lieu of wages to be included in Monthly Compensation for pension purposes.
- 3. Specific language will be prepared to modify the present GTE Hourly Savings Plan to provide for lump sum payments in lieu of wages to be included in Compensation for savings plan contributions.
- 4. This Agreement may be amended or modified by either party giving written notice to the other of such desire to so amend or modify at least sixty (60) days and not more than ninety (90) days prior to the termination date set forth above. The written notice shall contain a full statement as to the amendments or modifications desired.
- 5. This Memorandum of Agreement is effective on September 22, 2013, and shall expire on September 16, 2017. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on September 16, 2017, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Enterprise Delivery	Communications Workers of America
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative
Date	Date

### between

#### VERIZON ENTERPRISE DELIVERY LLC

and

#### **COMMUNICATIONS WORKERS OF AMERICA**

### MAIL ORDER PRESCRIPTION PLAN (MOPP)

- 1. Verizon Enterprise Delivery LLC and Communications Workers of America agree to continue the provisions of the Mail Order Prescription Plan (MOPP) to employees and their eligible dependents enrolled in the sponsored medical plan.
- 2. Employees and dependents currently covered under the sponsored medical plan will be eligible to participate in the Mail Order Prescription Plan. Once employees (who are covered under the sponsored medical plan) retire, they and their eligible dependents may continue to participate in this Mail Order Prescription Plan on the same basis as active employees. MOPP is not available to participants in Health Maintenance Organizations (HMO's).
- 3. MOPP will be administered solely in accordance with its provisions, and no matter concerning MOPP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the MOPP Carrier, the administration of MOPP and all of the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, or administration shall be determined by and at the sole discretion of the Company.
- 4. The Company shall have the right to amend MOPP in any way, including the selection of the MOPP Carrier. However, any amendment diminishing the level of benefits contained in this Memorandum of Agreement or increasing the cost per prescription to the employee/dependent will be limited to those changes applicable to salaried employees.

5. This Memorandum of Agreement is effective on September 22, 2013, and shall expire on September 16, 2017. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Mail Order Prescription Plan, shall also terminate on September 16, 2017, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Enterprise Delivery	Communications Workers of America
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative
Date	Date

#### between

#### VERIZON ENTERPRISE DELIVERY LLC

and

### **COMMUNICATIONS WORKERS OF AMERICA**

### **PENSION BENEFITS**

GTE Florida Incorporated Hourly Pension Plan ("Pension Plan") will be amended with respect to associates covered by this 2013 MOA, as follows:

- 1. Any associate who is first hired as a union-represented associate on or after January 1, 2014, ("Pension New Hire") will not be eligible to participate in the Pension Plan. Any associate who returns from layoff on or after January 1, 2014 pursant to contractual recall rights, other than a pension new hire, will be eligible to continue participation in the Pension Plan as of the date of recall, subject to the Pension Plan changes described in this MOA.
- Pension benefits will be subject to a transition on June 1, 2014, ("Transition Date"), as described below in paragraphs a, and b (if applicable) and c (if applicable).
  - a. An associate's pension until the Transition Date will be referred to as the "A" benefit. The A benefit will be calculated and finally determined and fixed based on the pension formula and the associate's service and compensation, all in effect as of the Transition Date. Immediately after the Transition Date, eligible associates will continue to earn pension benefits. The benefits earned after the Transition Date will be referred to as the "B" benefit. The B benefit will be calculated based on (i) an associate's eligible service after the Transition Date, and (ii) an associate's applicable compensation under the pension formula finally determined and fixed as of the Transition Date. For promotions after the Transition Date, there will be a special rule for both the "A" and the "B" benefit. If an associate is promoted to a higher wage schedule after the Transition Date and during the remaining term of this Pension Benefits Memorandum of Agreement, then once the associate has remained in that higher wage schedule for 24 months following the effective date of the promotion, the associate's applicable compensation under the pension formula finally determined and fixed as of the Transition Date will be increased by 6%.

- b. Contingent upon ratification on or before November 19, 2013 of the 2013 Proposal for Settlement the following will apply: Special Rule for Associates with Fewer Than 60 Months of Pension Compensation as of the Transition Date. For associates with fewer than 60 months of pension compensation as of the Transition Date, the calculation of the finally determined and fixed applicable compensation under the pension formula will be subject to a special rule for both "A" and "B" benefit. The finally determined and fixed pension compensation will be calculated effective as of the Transition Date by recognizing (i) scheduled progression increases in the basic wage rate under the applicable wage progression schedule and (ii) the monthly average of the applicable pension compensation (exclusive of basic wages) as of the Transition Date. With respect to both (i) and (ii) in the preceding sentence this special rule will only apply for the period of time necessary to permit each associate covered by this special rule to have 60 months of pension compensation. Other than the adjustments in (i) and (ii), this calculation will not take into account scheduled annual general wage increases or any other items of actual compensation (e.g., sales bonuses and commissions, any before tax contributions made to a 401(k) plan and any team-oriented short-term incentives) on or after the Transition Date.
- c. Also contingent upon ratification on or before November 19, 2013 of the 2013 Proposal for Settlement the following will apply. Associates who have more than 60 months of pension compensation but are expected to be in the wage progression schedule as of the Transition Date, will be subject to a special "roll forward" determination of their finally determined and fixed pension compensation as of the Transition Date. The finally determined and fixed pension compensation will be calculated effective as of the Transition Date by recognizing (i) scheduled progression increases in the basic wage rate under the applicable wage progression schedule until the end of the month in which the associate has attained the highest wage progression and (ii) the monthly average of the applicable pension compensation (exclusive of basic wages) as of the Transition Date for the same months to which the roll forward in (i) applies. With respect to both (i) and (ii) in the preceding sentence, this special roll forward determination will only apply until the end of the month in which each associate covered by this special determination attains the highest wage progression in the applicable wage progression schedule, and then that month will define the end of the 60 months of pension compensation for the associate. This calculation of the finally determined and fixed compensation under the pension formula will be used for both the "A" and "B" benefit in paragraph 2(a) above. Other than the adjustments in (i) and (ii), this calculation will not take into account scheduled annual general wage increases or any other items of actual compensation (e.g., sales bonuses and

commissions, any before tax contributions made to a 401(k) plan and any team-oriented short-term incentives) on or after the Transition Date.

Except as noted above, this Memorandum of Agreement is effective on September 22, 2013 and shall expire at 11:59 p.m. on September 16, 2017 and shall not survive the expiration of the Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Enterprise Delivery LLC	Communications Workers of America
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative
Date	Date

#### between

#### VERIZON ENTERPRISE DELIVERY LLC

and

#### COMMUNICATIONS WORKERS OF AMERICA

#### PENSION PLAN - LUMP SUM PAYMENT OPTION

- 1. Verizon Enterprise Delivery LLC and Communications Workers of America agree to continue the Plan for Hourly Employees' Pensions (hereinafter referred to as the Plan).
- 2. Regular employees who are eligible to receive a single life annuity from the Plan will be provided a lump sum payment option which will be based on the present value of their single life annuity.
- 3. The amount and availability of benefits under the Plan are governed by the provisions of the Plan and are subject to the Internal Revenue Code and related regulations. Any payments received will be determined under the terms of the Plan in effect at the time regular employees separate from service. The operation and administration of the Plan, the calculation of the lump sum benefit, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the Plan shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.
- 4. This Memorandum of Agreement is effective on September 22, 2013, and shall expire on September 16, 2017. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the lump sum payment option, shall terminate on September 16, 2017, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Enterprise Delivery	Communications Workers of America
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative
Date	Date

#### between

#### VERIZON ENTERPRISE DELIVERY LLC

#### and

#### **COMMUNICATIONS WORKERS OF AMERICA**

### PENSION PLAN - PENSION MINIMUMS

- 1. Verizon Enterprise Delivery LLC and Communications Workers of America agree to the provisions of the GTE Florida Incorporated Hourly Pension Plan, subject to certain changes set forth in the 2013 bargaining agreement between the parties.
- 2. Subject to the new Memorandum of Agreement entitled Pension Benefits, dated October 9, 2013, the following continue to be in place:

Annual Minimum Pension
\$13,700
\$12,000
\$10,400
\$ 8,700
\$ 7,000
\$ 5,500

3. This Agreement shall become effective as of September 22, 2013 and shall remain in effect until 11:59 p.m. on September 16, 2017, and shall automatically continue in full force and effect thereafter until terminated, or amended, in accordance with the following procedure:

If this Agreement is to be terminated, a written notice must be sent by either party to the other not less than sixty (60) days prior to any date thereafter on which such cancellation is to become effective.

4. This Agreement may be amended or modified by either party giving written notice to the other of such desire to so amend or modify at least sixty (60) days and not more than ninety (90) days prior to the termination date set forth above. The written notice shall contain a full statement as to the amendments or modifications desired.

Verizon Enterprise Delivery LLC	Communications Workers of America
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative
Date	Date

#### between

### **VERIZON ENTERPRISE DELIVERY LLC**

#### and

#### COMMUNICATIONS WORKERS OF AMERICA

### PENSION PLAN SURVIVOR BENEFITS

- 1. Verizon Enterprise Delivery LLC and Communications Workers of America, agree to continue the GTE Florida Incorporated Hourly Pension Plan. This MOA shall not apply to employees identified as Pension New Hires in the Pension Benefits MOA dated October 9, 2013.
- 2. The pre-retirement survivor pension benefit provisions of the Pension Plan provides a pre-retirement survivor pension benefit for an employee who dies, either during active service or prior to commencing a pension benefit, at a time when he or she is unmarried and has accrued at least five years of vesting service.
- 3. An unmarried employee may, at any time prior to commencing a pension benefit or dying, designate any living person as the designated beneficiary for the pre-retirement survivor pension benefit. The employee may likewise revise the beneficiary designation at any one or more times prior to commencing a pension benefit or dying. A valid beneficiary designation must be on file for the pre-retirement survivor benefit to be paid.
- 4. For married employees, the spouse will automatically be considered the beneficiary. However, subject to the requirements regarding non-spouse beneficiaries and with spousal consent, a married employee may name a beneficiary other than the spouse. A single individual must be named as beneficiary; an estate or trust may not be named, nor may multiple individuals.
- 5. Subject to the provisions of the Plan regarding when the benefit is payable, the pre-retirement survivor pension may be distributed as a 65% survivor annuity, or the lump sum equivalent, based upon the beneficiary's election. However, if the beneficiary is not the participant's spouse and is more than 25 years younger than the participant, the survivor benefit will be the 50% survivor annuity or the lump sum equivalent.

- 6. If a vested employee terminates employment on or after the effective date, the named survivor will be eligible for the survivor pension payable on the date the employee would have reached the age 65. An actuarially reduced benefit may be payable before age 65 if the vested employee would have been eligible for an earlier commencement.
- 7. In addition, the Pension Plan allows an employee, at the time of commencing a pension benefit, to designate any living person as the beneficiary for any of the forms of joint and survivor annuity offered under the Pension Plan or any of the term-certain forms of benefit. In the case of an employee who is married at the time of commencing a pension, the employee may not designate any beneficiary other than the spouse without complying with the spousal consent rules of the Plan.
- 8. This Memorandum of Agreement is effective on September 22, 2013 and shall expire at 11:59 p.m. on September 16, 2017. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire at 11:59 p.m. on September 16, 2017 and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Verizon Enterprise Delivery LLC	Communications Workers of America
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative
Date	Date

#### between

#### VERIZON ENTERPRISE DELIVERY LLC

and

#### COMMUNICATIONS WORKERS OF AMERICA

### PERSONAL LINES OF INSURANCE

- 1. Verizon Enterprise Delivery LLC agrees to continue, without endorsement, the opportunity for regular full-time or part-time hourly employees of the Company who are covered by the Collective Bargaining Agreement to purchase automobile, home and other personal property and casualty insurance through payroll deduction.
- Personal Lines of Insurance will be administered solely in accordance with its provisions, and no matter concerning Personal Lines of Insurance or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The administration of Personal Lines of Insurance and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Insurance Carrier.
- 3. The Company reserves the right at any time, and from time to time, to modify or amend in whole or part, any and all provisions of the agreement with the Insurance Carrier, to change Insurance Carriers, or to terminate the agreement with the Insurance Carrier.
- 4. This Memorandum of Agreement is effective on September 22, 2013, and shall expire on September 16, 2017. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including Personal Lines of Insurance, shall also terminate on September 16, 2017, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Enterprise Delivery	Communications Workers of America
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative
Date	Date

#### between

#### VERIZON ENTERPRISE DELIVERY LLC

and

### **COMMUNICATIONS WORKERS OF AMERICA**

# PRESCRIPTION IDENTIFICATION CARD (PIC)

- Verizon Enterprise Delivery LLC and Communications Workers of America agree to continue the Prescription Identification Card for employees and their eligible dependents enrolled in the sponsored medical plan.
- 2. Once employees (who are covered under the sponsored medical plan) retire, they and their eligible dependents may continue to participate in this PIC plan on the same basis as active employees. PIC is not available to participants in Health Maintenance Organizations (HMO's) and Point of Service (POS) plans.
- 3. PIC will be administered solely in accordance with its provisions and no matter concerning PIC or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the PIC carrier, the administration of PIC and all of the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, or administration shall be determined by and at the sole discretion of the Company.
- 4. The Company shall have the right to amend PIC in any way, including the selection of the PIC carrier. However, any amendment diminishing the level of benefits contained in this Memorandum of Agreement or increasing the cost per prescription to the employee/dependent will be limited to those changes applicable to salaried employees.

5. This Memorandum of Agreement is effective on September 22, 2013, and shall expire on September 16, 2017. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Prescription Identification Card, shall also terminate on September 16, 2017, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Enterprise Delivery	Communications Workers of America	
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative	
Date	Date	

#### between

### **VERIZON ENTERPRISE DELIVERY LLC**

and

#### COMMUNICATIONS WORKERS OF AMERICA

### RETIREE LIFE INSURANCE

- 1. Verizon Enterprise Delivery LLC and Communications Workers of America agree to make available to employees who retire on or after July 1, 2002, with a service or disability pension under the Hourly Employees' Pension Plan, a \$10,000 retiree life insurance benefit.
- 2. This Memorandum of Agreement is effective on September 22, 2013, and shall expire on September 16, 2017. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Retiree Life Insurance benefit, shall also terminate on September 16, 2017, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Enterprise Delivery	Communications Workers of America	
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative	
Date	Date	

#### between

#### VERIZON ENTERPRISE DELIVERY LLC

and

#### **COMMUNICATIONS WORKERS OF AMERICA**

### SUPPLEMENTAL TERM LIFE INSURANCE

- 1. Verizon Enterprise Delivery LLC agrees to make available, without endorsement, the opportunity for employees to enroll in Supplemental Term Life Insurance.
- 2. For a summary of details refer to the Life Insurance Summary Plan Description (SPD).
- 3. Supplemental Term Life Insurance will be administered solely in accordance with its provisions, and no matter concerning Supplemental Term Life Insurance or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The administration of Supplemental Term Life Insurance and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Insurance Carrier.
- 4. This Memorandum of Agreement is effective on September 22, 2013, and shall expire on September 16, 2017. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including Supplemental Term Life Insurance, shall also terminate on September 16, 2017, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

verizon Enterprise Delivery	Communications workers of America
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative
Date	Date

#### between

### **VERIZON ENTERPRISE DELIVERY LLC**

and

#### COMMUNICATIONS WORKERS OF AMERICA

### **TEAM PERFORMANCE AWARD**

- 1. Verizon Enterprise Delivery LLC and Communications Workers of America agree to continue the Team Performance Award set forth in this Memorandum of Agreement.
- 2. For a summary of details, refer to the attachment entitled Team Performance Award.
- 3. This Memorandum of Agreement is effective on September 22, 2013, and shall expire September 16, 2017. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on September 16, 2017, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Verizon Enterprise Delivery	Communications Workers of America
Robert F. Kunkel	Guy Stewart
Sr. Consultant – Labor Relations	CWA Representative
Date	Date

#### TEAM PERFORMANCE AWARD

1. Verizon Enterprise Delivery LLC and Communications Workers of America agree to continue a Team Performance Award, which will provide participating employees the opportunity to earn compensation based upon collective/team performance results.

# 2. **ELIGIBILITY**

All full-time and part-time regular hourly employees are eligible to receive an award if they are on a TPA Team for 30 calendar days or more.

# 3. **AWARDS**

Awards are based on performance toward objectives over the period of a calendar year. An award amount is determined for the applicable calendar year, a percentage of which may be earned by eligible employees, depending on team performance during that calendar year. The payout ranges from 0% to 120% of an established target.

The range of the Team Performance Award payout is as follows:

Effective with plan year 2006, each annual target award is 4%, payable in April of the following year. The range is 0% to 120% based on achievement of objectives.

The payout percentage is applied to an employee's highest hourly basic rate during the 26 pay periods of the calendar year.

Employees transferring between or changing teams for any reason during the year will receive an award based upon the team in which they reside at the end of the calendar year (December 31). Awards will not be prorated based on time spent with each team.

An employee who resigns, is laid off, terminated, dies or retires during the calendar year is eligible for a prorated Team Performance Award if all other eligibility requirements have been met. \*

\* In case of Termination for Cause the individual situation will be reviewed to determine if the individual is eligible for an award.

Employees on approved military leave of absence who have one year or more service will be given full wage credit up to three months toward the Team Performance Award. Employees on any other unpaid leave will have cumulative leave time excluded from award computation.

# 4. <u>TIME OFF FOR UNION ACTIVITIES</u>

Excused time off for Union activity will be counted as time worked when

computing Team Performance Awards.

# 5. **BENEFITS TREATMENT**

Team Performance Award payments are recognized in the calculation of Pension Plan benefits, Group Life Insurance, and the Hourly Savings Plan. Such payments will be applicable in the year payment is received. This is in accordance with benefit plan definitions.

All other benefits are in accordance with the Collective Bargaining Agreement and are based on rates shown in the hourly wage schedules.

# 6. TAXES, PERSONAL ALLOTMENT

Deductions for federal, state, and local tax liabilities will be made in accordance with lump sum distribution tax laws.

Personal allotments such as savings bonds, and United Way contributions will not be made.

Applicable Union dues will be deducted from Team Performance Awards in accordance with standard payroll procedures.

# 7. **OVERTIME**

The Team Performance Award payouts are for hours worked and must be included in overtime payments.

The overtime payment will be calculated as follows:

The Team Performance Award payout divided by the total hours worked equals the award hourly rate. This rate is then multiplied times .5 x number of overtime hours in the same calendar year for which the Team Performance Award was paid. The result of this calculation is the award overtime payment due the employee.

#### **EXAMPLE:**

Team Performance Award	\$500
divided by	
Total Hours Worked	1,880
equals	
Award Hourly Rate	\$0.2659
times	
Overtime Rate (1/2)	. 5
equals	
Hourly Overtime Rate of Pay	\$0.1329
times	
<b>Total Overtime Hours</b>	100
equals	
Award Overtime Payment	\$13.29

The overtime-incentive payment is not included in benefit plan calculations.

A Team Performance Award overtime payment will be included in the award payout.

# 8. **OBJECTIVES/MEASURES**

All hourly employees normally will be assigned to teams based on their functional area of responsibility. Teams may consist of a few employees or many.

Each team will be given a set of objectives linked to, but not limited to, one or more of these performances areas:

Quality/Value of services delivered Productivity Expense Budget Revenue

Teams that satisfy a minimum level of performance will receive an incentive payment. If that minimum level of performance is exceeded, the incentive payment will be larger. Each member of a team will receive the same percentage of target award that the team achieved. An example would be as follows.

### **Level of Performance**

### Percentage of Target Award

Below Minimum	0%
Minimum to Target	10 - 99%
Target	100%
Over Target to Maximum	101 - 120%

- 9. The Company reserves the right to establish objectives and determine performance results. The objectives, the performance results, or any part of the Team Performance Award shall not be subject to the grievance or arbitration provisions of the Collective Bargaining Agreement.
- 10. Prior to the announcement of objectives and performance targets for the applicable year, Company representatives will meet with Union representatives to review the rationale for such objectives and targets.

# 11. MODIFICATION OF THE TEAM PERFORMANCE PLAN

Verizon may at any time modify, in part or in whole, the Team Performance Award Plan. Any modification shall not affect awards already earned under this plan.

# 12. <u>TERMINATION OF THE TEAM PERFORMANCE PLAN</u>

The suspension or termination must be by mutual agreement of the parties.

### between

#### VERIZON ENTERPRISE DELIVERY LLC

#### and

#### COMMUNICATIONS WORKERS OF AMERICA

### **VISION PLAN**

- 1. Verizon Enterprise Delivery LLC and the Communications Workers of America agree to continue the provisions of the Vision Plan set forth in this Memorandum of Agreement.
- 2. For a summary of details, refer to the attachment entitled Vision Plan Highlights.
- 3. Some of the major provisions include:
  - No annual deductible
  - Eye exam every twelve (12) months
  - One pair of prescription eyeglasses or contact lenses every 24 months.
- 4. Employees eligible to participate in the Company-sponsored Indemnity Medical Plan are automatically enrolled in the Vision Plan.
- 5. The cost of the Vision Plan coverage will be paid by the Company.
- 6. The amount and availability of benefits under the Vision Plan are governed by the provisions of the Plan and the insurance contract. Any benefits received will be determined under the terms of the Plan in effect at the time eligible employees receive the benefits in question. The operation and administration of the Vision Plan, selection of the insurance carrier, eligibility for the benefits, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving Vision Plan terms, conditions, interpretation, administration or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedures set forth in the Collective Bargaining Agreement.

7. This Memorandum of Agreement is effective on September 22, 2013 and shall expire at 11:59 p.m. on September 16, 2017. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the Vision Plan, shall terminate on September 16, 2017, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Verizon Enterprise Delivery LLC	Communications Workers of America	
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative	
Date	Date	

# **VISION PLAN HIGHLIGHTS**

Feature	Participating Provider	Non-participating Provider
Annual Deductible	None	None
Eye Exam (Once every 12 months)	You pay the network provider a \$25 copay	You pay the expense in full and file a claim with EyeMed.
	No claim filing is required.	The Plan reimburses you up to \$42.
Lenses* (Once every 12 months)*	You pay the network provider \$0 co-pay for just lenses.	You pay the expense in full and file a claim with EyeMed.
		The Plan reimburses you after copay as follows:
		Single vision – up to \$40 Bifocal – up to \$60 Trifocal – up to \$80 Lenticular – up to \$125
Standard Progressive Lens	\$65 co-pay	Plan reimburses up to \$60
Premium Progressive Lens	20% off retail price, then apply a \$55 allowance, and you pay the remaining amount.	Plan reimburses up to \$60
Frames* (Once every 12 months)*	\$0 copay, \$115 allowance, then 20% off balance over \$115, and you pay the remaining amount.	Reimbursement up to \$45. You pay the expense in full and file a claim with EyeMed.
Contact Lenses (Once every 12 months – allowances cover material only)*		You pay the expense in full and file a claim with EyeMed.
Conventional:	\$0 Co-pay, \$105 allowance, then 15% off balance over \$105 and you pay the remaining amount	The plan reimburses you up to \$105 after co-pay
Disposable:	\$0 Co-pay, \$105 allowance	The plan reimburses you up to \$105 after co-pay
Medically Necessary:	\$0 Co-pay, plan pays in full	The plan reimburses you up to \$210
Laser Vision Correction	Discounts available.	No discounts available.
* Limited to one pair of pre- twelve (12) months.	scription eyeglasses or one pair of p	rescription contact lenses every

#### between

### VERIZON ENTERPRISE DELIVERY LLC

and

### **COMMUNICATIONS WORKERS OF AMERICA**

# **VOLUNTARY EMPLOYEES BENEFICIARY ASSOCIATION (VEBA)**

Verizon Enterprise Delivery LLC (hereinafter referred to as the Company), and the Communications Workers Of America, (hereinafter referred to as the Union) hereby mutually agree to the establishment of an Internal Revenue Code Section 501 (c) (9) trust (also known as Voluntary Employees Beneficiary Association trust) to provide for the payment of medical or other permissible welfare benefits and administrative service costs ("Retiree Medical Benefits") for eligible employees who retire between October 1, 1996, (Local 6310); July 1, 1998, (Local 6132); and July 1, 1999, (Local 1122) and September 16, 2017, with a service or disability pension under the GTE Florida Incorporated Hourly Pension Plan and their beneficiaries (hereinafter referred to as the Eligible Participants). This trust is being established to provide benefit security for the term of this Memorandum of Agreement.

- 1. The funding and operation of this trust will be determined by the Company based on reasonable financial standards (and, where applicable, regulatory approval for recovery).
- 2. The Company agrees that funds placed into this trust will be used exclusively to pay for the benefits and administrative costs heretofore described below or for any other purpose permitted by law. Notwithstanding any other provision of this MOA, this trust will also be used to pay for retiree medical benefits for Verizon Enterprise Delivery LLC employees who retired prior to October 1, 1996, (Local 6310); July 1, 1998, (Local 6132); and July 1, 1999, (Local 1122).
- 3. During the term of this Memorandum, the level and type of Retiree Medical Benefits for the Eligible Participants shall be governed by the RETIREE OPTIONS Summary Plan Description, which may be amended or discontinued by the Company at its discretion subject to paragraph 9 below.
- 4. For retirees not described in paragraph 5 below, in order to receive Retiree Medical Benefits, the retiree must pay a percentage/amount of the Retiree Medical premium ("Retiree Contribution Percentage/Amount"). Similarly, the Company will pay a percentage/amount of the premium ("Company Contribution Percentage/Amount"), subject to paragraph 6 below. During the term of this Memorandum of Agreement, the Company and Retiree Contribution Percentages/Amount will be based on the following contribution schedule:

Years of Accredited Service at Retirement	Company Contribution Percentage	Retiree Contribution Percentage
Less than 10	0	100
10 through 14	20	80
15 through 19	40	60
20 through 24	60	40
25 through 29	80	20
30 and over	90	10

The Company in its discretion may arrange for market based medical plan option(s) not offered by the Company to be made available as an alternative to Company retiree medical plan option(s) for Medicare-eligible participants. In such case, during annual enrollment, Medicare-eligible retirees may elect to obtain medical coverage under a non-Company market based medical plan option or under a Company medical plan option. If a Medicare-eligible retiree elects coverage under a non-Company option for a plan year, the Company Contribution schedule set forth above in this paragraph 4 does not apply to such retiree. Instead, the Company may, in its discretion, establish a Health Reimbursement Arrangement (HRA) for such retiree, and if so the amount of any HRA credit provided by the Company for such plan year will be determined at the discretion of the Company. If a Medicare-eligible retiree elects medical coverage under a non-Company market based medical plan option for a plan year, the retiree may elect medical coverage under a Company medical plan option for a subsequent plan year during the annual enrollment period for such subsequent plan year.

- 5. (a) Effective September 26, 2010, any employee whose date of hire or rehire is on or after September 26, 2010, and who otherwise did not qualify for any Company-subsidized retiree medical coverage upon his or her initial employment termination (a "New Hire"), shall be eligible for the benefit provisions described below in paragraphs 5(b) and 5(c) upon retirement from the Company.
  - (b) If a New Hire is eligible for retiree medical coverage under this provision, she or he shall receive upon retirement an annual benefit for medical coverage, for the rest of her or his life, of \$400 for each year of Accredited Service that the New Hire completes (up to a maximum of 30 years).
  - (c) Once a New Hire retiree becomes eligible for Medicare or eligible for other future national healthcare opportunities, the Company's contribution shall be adjusted to reflect the relative cost of such coverage as compared to that for pre-Medicare retirees. In no case, however, shall the amount paid to a Medicare-eligible retiree be less than 50% of the amount paid to a similarly situated pre-Medicare

retiree with equal Accredited Service.

- (d) The Company in its discretion may arrange for market based medical plan option(s) not offered by the Company to be made available as an alternative to Company retiree medical plan option(s) for Medicareeligible participants. In such case, during annual enrollment, Medicare-eligible retirees may elect to obtain medical coverage under a non-Company market based medical plan option or under a Company medical plan option. If a Medicare-eligible retiree elects coverage under a non-Company option for a plan year, the annual benefit set forth above in 5(c) does not apply to such retiree. Instead, the Company may, in its discretion, establish a Health Reimbursement Arrangement (HRA) for such retiree, and if so the amount of any HRA credit provided by the Company for such plan year will be determined at the discretion of the Company. If a Medicare-eligible retiree elects medical coverage under a non-Company market based medical plan option for a plan year, the retiree may elect medical coverage under a Company medical plan option for a subsequent year during the annual enrollment period for such subsequent plan year.
- 6. (a) The Company shall determine the cost of providing Retiree Medical Coverage ("Retiree Medical Benefits Premiums"). Further, it is the Company's intention to cap the amount it pays toward such Retiree Medical Benefits Premiums for employees who retire on or after October 1, 1996, (Local 6310); July 1, 1998, (Local 6132); and July 1, 1999, (Local 1122) and who are not retirees described in paragraph 5 above.
  - (b) When the Retiree Medical Benefits Premiums for the \$400 deductible coverage option reach the figures set forth in the chart below ("Capped Retiree Medical Benefits Premium"), the Company Contribution Amount shall be capped and the Company shall make no additional contributions toward Retiree Medical Benefits Premiums.

Coverage Category	Capped Retiree Medical Benefits
	<u>Premium</u>
Retiree only (primary coverage)	\$11,500
Retiree plus one dependant coverage	\$23,000
Family coverage	\$26,000
Medicare covered Retiree (per eligible life)	\$ 4,900

(c) The Maximum Company Contribution Amount applicable to each Coverage Category shall be determined by multiplying the applicable Company Contribution Percentage times the Capped Retiree Medical Benefits Premium as set forth above for that coverage. The applicable Maximum Company Contribution Amount shall not increase when the Retiree Medical Benefits Premium exceeds the amount set forth in the chart above.

- 7. In order to receive Retiree Medical Benefits, for retirees not described in paragraph 5 above, the retiree must pay the Company the amount the Retiree Medical Premium exceeds the Company Contribution Amount as described in paragraphs 4 and 6 above ("Retiree Contribution Amount"). When the Retiree Medical Benefits Premium reaches or exceeds the Capped Retiree Medical Benefit premium, the retiree must pay the Company the amount the Retiree Medical Benefits Premium exceeds the Maximum Company Contribution Amount.
- 8. The Capped Retiree Medical Benefits Premium and the Maximum Company Contribution Amount set forth in paragraph 6 above is based upon the \$400 deductible coverage option. If the retiree elects the \$200 deductible coverage option, the Retiree Contribution Amount will increase by the amount the \$200 deductible coverage option exceeds the \$400 deductible coverage option. If the retiree elects the \$1,000 deductible coverage option, the Retiree contribution amount will decrease by the amount the \$1,000 deductible coverage option. When the Retiree Medical Benefit Premiums for the \$400 deductible coverage option. When the amounts set forth in the chart in paragraph 6, the Company Contribution amount for all coverage options, including the \$200 deductible coverage option and the \$1,000 deductible coverage option, shall be capped at that time and the Company shall make no additional contributions toward Retiree Medical Benefits.
- 9. The Company agrees to notify the Union and to discuss its actions should the Company determine that the funding or operation of the trust and/or applicable sections of this Memorandum of Agreement, other than pooling of claims experience and those sections relating to the level and type of Retiree Medical Benefits, need to be modified or rescinded prior to the expiration of the Articles of Agreement. This notification will take place, in writing, within fifteen calendar days prior to the date of modification or rescission. This notification will specify the cause for and affect of this action. If the parties are unable to reach agreement on such changes, the funding or operation of the trust and/or applicable sections of this Memorandum of Agreement, other than pooling of claims experience and those sections relating to the level and type of Retiree Medical Benefits, will be modified or rescinded at the Company's discretion.
- 10. The funding and operation of the trust; the level and administration of the Retiree Medical Benefits; amount or cost of premiums; premium pricing mechanisms; the attainment of the Maximum Company Contribution Amount; the selection of the claims administrator, alternate health carrier or insurance carrier; eligibility for the benefits; all terms and conditions related hereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.

11. This Memorandum of Agreement is effective on September 22, 2013, and shall be in effect for the duration of this Agreement. The parties specifically agree that this Memorandum of Agreement, the Retiree Medical Benefits described herein, and the terms and conditions set forth in this Memorandum of Agreement relating to Retiree Medical Benefits, including but not limited to the Maximum Company Contribution Amount and the level and type of Retiree Medical Benefits shall terminate at 11:59 p.m. on September 16, 2017, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon Enterprise Delivery LLC	Communications Workers of America
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative
Date	Date

#### between

#### VERIZON ENTERPRISE DELIVERY LLC

and

### **COMMUNICATIONS WORKERS OF AMERICA**

### **VOLUNTARY TERMINATION BONUS**

Verizon Enterprise Delivery LLC and Communications Workers of America agree to the following:

- 1. Any employee who makes a voluntary election to leave the service of the Company pursuant to an Income Security Plan offer made during the life of this agreement and who does separate from the Company pursuant to that offer shall receive a Voluntary Termination Bonus consisting of, as applicable:
  - A lump-sum payment of \$10,000, less taxes and withholdings, in addition to the ISP for which the employee is otherwise eligible; and,
  - For those not otherwise eligible, six months of continuation medical coverage under the terms of the plan and the employee's coverage in effect at the time of separation.
- 2. No matter concerning the Voluntary Termination Bonus or differences arising thereunder shall be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.
- 3. This Memorandum of Agreement is effective on September 22, 2013, and shall expire on September 16, 2017. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on September 16, 2017, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Verizon Enterprise Delivery	Communications Workers of America
Robert F. Kunkel Sr. Consultant – Labor Relations	Guy Stewart CWA Representative
Date	Date

#### between

### THE VERIZON/GTE COMPANIES

### and

# **COMMUNICATIONS WORKERS OF AMERICA (CWA)**

WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union"), and Verizon Communications companies, which were subsidiaries of the former GTE Corporation (hereafter the "Verizon/GTE Companies" or "the Companies" or "the Companies"), have collective bargaining relationships throughout the United States;

NOW THEREFORE THE VERIZON/GTE COMPANIES AND CWA agree as follows:

1. Understandings set forth in Exhibits I through X as listed below become effective August 1, 2013, according to their terms. These Agreements shall supersede or replace existing provisions and shall be deemed to be incorporated into the existing Collective Bargaining Agreements between the Verizon/GTE Companies and their CWA bargaining units except where the included companies or bargaining units may be expressly limited by the Understandings.

# Exhibits I through X are:

Domestic Partner Benefits
Education And Life-Long Learning
Holidays
Hourly Savings Plan (HSP)
Hourly Savings Plan Company Contributions
Neutrality And Consent Elections
Union Leave Of Absence
Vacation Carry Forward (Banking)
Service and Seniority Recognition
Commuter Spending Account (CSA)

- 2. These provisions shall be effective on August 1, 2013. The parties specifically agree that the terms and conditions set forth in Exhibits I through X, except Exhibit VIII, shall terminate on July 31, 2017, or as otherwise extended and agreed in writing by the parties. If, however, the parties do not reach agreement on successors to Exhibits I through X, they shall renew for one year.
- 3. A successor agreement to Exhibit VIII Vacation Carry Forward (Banking) was not agreed to, therefore, this agreement shall renew for one year and shall terminate on July 31, 2014.

VERIZON/GTE COMPANIES	COMMUNICATIONS WORKERS OF AMERICA
 Date	Date

#### between

### THE VERIZON/GTE COMPANIES

and

# **COMMUNICATIONS WORKERS OF AMERICA (CWA)**

#### DOMESTIC PARTNER BENEFITS

WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union"), and Verizon Communications companies, which were subsidiaries of the former GTE Corporation (hereafter the "Verizon/GTE Companies" or "the Companies" or "the Companies"), have collective bargaining relationships throughout the United States;

NOW THEREFORE THE VERIZON/GTE COMPANIES AND CWA agree as follows:

- 1. The Company and the Union agree to extend benefits, as set forth below, to employees' domestic partners and children of domestic partners.
- 2. Employees may elect health and welfare benefits coverage of domestic partners and children of domestic partners as described below. Employees who have been (or will be) identified by the Company as employed as part of an operation that is to be divested as part of former GTE's Video Services/Media Ventures Repositioning program are excluded from this Memorandum of Agreement.
- 3. The Company and the Union agree that a domestic partner of an employee will be eligible for health and welfare benefits only if the employee and the domestic partner meet one of the following relationship categories: (A) samesex marriage, (B) same-sex domestic partnership by governmental registration, (C) same-sex domestic partnership by "company registry," or (D) a limited exception for opposite-sex partners in California or as notified by Verizon due to an equal benefits ordinance, as described below:
  - A. Same-sex marriage. The employee and the domestic partner have entered into a valid, same-sex marriage recognized under the laws of the state in which they currently reside. If the employee and domestic partner move to a state that does not recognize same-sex marriage, the employee will need to (1) register his or her same-sex domestic partnership by government registration, or (2) satisfy the "company

- registry" requirements of a same-sex domestic partnership, as explained below.
- B. Same-sex domestic partnership by government registration. The employee and domestic partner have entered into a valid, same-sex domestic partnership registered with a governmental entity under the laws of the state, county or municipality in which they currently reside.
- C. Same-sex domestic partner by "company registry." The employee and the domestic partner attest that they meet all of the following requirements:
  - The employee and the domestic partner are same-sex, adult partners.
  - Neither the employee nor the domestic partner is married or a domestic partner of a third party.
  - Both the employee and the domestic partner are at least eighteen (18) years of age and are mentally competent to contract.
  - The employee and the domestic partner are not related by blood to a degree of closeness that would prohibit legal marriage in their state of residence.
  - The employee and the domestic partner live together at the same permanent residence.
  - The employee and the domestic partner are jointly responsible for each other's welfare and basic living expenses.
  - The domestic partner is the employee's sole domestic partner and intends to remain so indefinitely.
- D. Special rule for opposite-sex partners: Generally, an opposite-sex relationship other than a valid, legal marriage does not meet the domestic partnership requirements. However, an employee may cover an opposite-sex partner if the employee satisfies one of the following requirements:
  - California residence. The employee and the domestic partner both reside in the state of California and are registered as domestic partners with the California Secretary of State or with a local government agency that legally recognizes domestic partner relationship through an official registration process; or
  - Equal benefits ordinance. Verizon notifies the employee that he or she is eligible to cover an opposite-sec domestic partner as a result of the company's contractual obligation with a governmental entity with an "equal benefits ordinance"

that requires the coverage of an opposite-sex domestic partner. The notification will outline the eligibility requirements that pertain to the particular "equal benefits ordinance."

- E. The employee and the domestic partner agree to notify the Company and any other appropriate party of any changes in the above conditions.
- F. The employee and domestic partner agree to attest verbally, electronically or upon request, in writing that they both satisfy the eligibility requirements for domestic partnership.
- 4. The Company and the Union agree that eligibility of children of domestic partners for health and welfare benefits shall be based on the following conditions:
  - A. An eligible domestic partner is the natural parent, adoptive parent or legal guardian of the child.
  - B. For purposes of eligibility for health and welfare benefits, the child of a domestic partner may qualify as an eligible dependent child according to the same eligibility terms and conditions as an employee's natural or adoptive child.
- 5. An employee may elect coverage of a domestic partner and any children of a domestic partner for the following benefits. The amount and availability of benefits are governed by the provisions of the applicable plan and are subject to the Internal Revenue Code and related regulations.
  - A. Medical
  - B. Dental
  - C. Health care continuation coverage
  - D. Flexible Reimbursement Plan Healthcare Reimbursement Account (for IRS Tax Dependents)
  - E. Dependent Care Reimbursement Account (for IRS Tax Dependents)
  - F. Retiree Medical (Domestic Partners and children of Domestic Partners will continue to be limited to those who are covered by the medical plan at the time of the employee's retirement however, a retiree may enroll a new Domestic Partner (or new Child of a Domestic Partner) after retirement, so long as the retiree and the Domestic Partner are legally married in a state that permits same-

sex marriage. Coverage for the retiree's Domestic Partner (and eligible Child of a Domestic Partner) shall apply wherever the legally married Retired Participant and the Domestic Partner live.

- G. Supplemental Term Life
- Employees are entitled to Bereavement Leave in the event of the death of a domestic partner, children of the domestic partner and other domestic partner family members as specified in the relevant Collective Bargaining Agreement.
- 7. Family and Medical Leave
  - A. Employees are entitled to Family and Medical Leave for the care of a seriously ill child of a domestic partner, subject to general eligibility requirements.
  - B. Employees are entitled to leave equivalent to that provided under the Family and Medical Leave Act for the care of a seriously ill domestic partner, subject to the same general eligibility requirements as are contained in the Family Medical Leave Act. Should there be a change in federal law permitting Family and Medical Leave to be used for the care for a seriously ill domestic partner, then this section 7B shall be null and void.
- 8. Other benefit programs are also available to domestic partners and/or their children, as applicable. Availability and amount of benefit is governed by the applicable plan or policy.
  - A. Event Travel Expense (one guest accommodated)
  - B. Financial Counseling
  - C. Survivor Support
  - D. Dependent Scholarships (children of domestic partner only)
  - E. Adoption Assistance (employee must be adoptive parent)
  - F. Company Discounts (recipient is employee)
  - G. Childcare Discounts (recipient is employee)
  - H. Employee Assistance Program
- 9. In the event that any of the above Domestic Partner Benefits are found to be discriminatory against non-eligible, unmarried employees in any

jurisdiction, then these Domestic Partner Benefits will not be available in that jurisdiction.

10. To the extent that the terms of any plan conflict with the provisions of this Memorandum of Agreement, the terms of such plan shall govern. Notwithstanding the foregoing, this Memorandum of Agreement shall constitute part of the plan to which it relates; provided, however, it may be elaborated upon in other plan materials, such as employee bulletins and enrollment materials, by the Company. To the extent that any provision of this Memorandum of Agreement conflicts with any federal, state or local law, the parties agree to discuss the applicability of such federal, state or local law.

#### between

### THE VERIZON/GTE COMPANIES

and

# **COMMUNICATIONS WORKERS OF AMERICA (CWA)**

### **EDUCATION AND LIFE-LONG LEARNING**

WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union"), and Verizon Communications companies, which were subsidiaries of the former GTE Corporation (hereafter the "Verizon/GTE Companies" or "the Companies" or "the Companies"), have collective bargaining relationships throughout the United States;

NOW THEREFORE THE VERIZON/GTE COMPANIES AND CWA agree as follows:

The Company and the Union agree to continue joint efforts which allow employees additional opportunities to learn and enhance their knowledge. This includes, but is not limited to, participation in the Verizon Tuition Assistance Plan (VZ TAP) for Associate Employees which includes the 100% prepaid tuition feature. Effective January 1, 2012, there will be a maximum annual Company payment for tuition and fees of \$8,000.

#### between

#### THE VERIZON/GTE COMPANIES

#### and

# **COMMUNICATIONS WORKERS OF AMERICA (CWA)**

### **HOLIDAYS**

WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union"), and Verizon Communications companies, which were subsidiaries of the former GTE Corporation (hereafter the "Verizon/GTE Companies" or "the Companies" or "the Company"), have collective bargaining relationships throughout the United States;

NOW THEREFORE THE VERIZON/GTE COMPANIES AND CWA agree as follows:

The Company and the Union recognize the importance of providing exceptional customer service and also allowing additional flexibility for employees to observe holidays. To maximize these objectives the following holiday schedule will continue to be effective for CWA and Verizon/GTE Companies bargaining units (except Verizon Buried Service Wire Group, formerly GTE Buried Cable Services Group):

- Seven designated holidays
  - New Years Day
  - Memorial Day
  - Fourth of July
  - Labor Day
  - Thanksgiving Day
  - Day after Thanksgiving
  - Christmas Day
- Seven floating holidays (as a minimum)

All provisions related to scheduling holidays, observing holidays and working on holidays, etc. currently contained in Collective Bargaining Agreements (CBA) will remain in effect. Verizon Plus employees will have one additional floating holiday in lieu of the day after Thanksgiving as outlined in each CBA.

This MOA serves to modify the composition of holidays in each bargaining unit where different than outlined above (with exceptions as noted above).

#### between

#### THE VERIZON/GTE COMPANIES

and

# COMMUNICATIONS WORKERS OF AMERICA (CWA)

# **HOURLY SAVINGS PLAN (HSP)**

WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union"), and Verizon Communications companies, which were subsidiaries of the former GTE Corporation (hereafter the "Verizon/GTE Companies" or "the Companies" or "the Companies"), have collective bargaining relationships throughout the United States;

NOW THEREFORE THE VERIZON/GTE COMPANIES AND CWA agree as follows:

- 1. The Company and the Union will make the Hourly Savings Plan (HSP) available to regular full or part-time hourly employees of the Company who are covered by a Collective Bargaining Agreement.
- 2. The Company reserves the right at any time, and from time to time, by action of the Board of Directors, to modify or amend in whole or part, any or all of the provisions of the HSP, but no such amendment or modification shall have the effect of reducing the accrued benefits of members, retired members, former members or their beneficiaries or of diverting any part of the Trust Fund to any purpose other than for the exclusive benefit of members, former members, or their beneficiaries and the payment of reasonable HSP administration expenses.
- 3. The Company reserves the right, by action of the Board of Directors, to terminate or partially terminate the HSP at any time. Upon termination or partial termination of the HSP or upon the complete discontinuance of contributions under the HSP, the member accounts of the members affected by the termination, partial termination, or complete discontinuance of contributions as the case may be shall be nonforfeitable.
- 4. The HSP may be merged into or consolidated with another plan, and its assets or liabilities may be transferred to another plan; provided, however, that no such merger, consolidation, or transfer shall be consummated unless each member and beneficiary under the HSP would receive a benefit immediately after the merger, consolidation, or transfer, if the transferee plan then terminated, that is equal to or greater than the benefit

- he/she would have been entitled to receive immediately before the merger, consolidation or transfer, if the HSP had then terminated.
- 5. The Company and the Union agree that every provision heretofore contained in this Agreement is contingent upon the Company's receipt of a favorable determination that the HSP, as amended, continues to be qualified under Section 401 (a) et. seq., of the Internal Revenue Code. In the event any recession in the HSP is necessary to obtain or maintain a favorable determination from the Internal Revenue Service, the Company will make the revisions, adhering as closely as possible to the level of benefits contained in the HSP.
- 6. In the event any portion of this Agreement is determined by a court or government agency to be in violation of existing law or is voided by a change in existing laws, the Company retains the unilateral right to make whatever modifications it deems necessary and appropriate to comply with the law, including the right to rescind the Agreement, if it deems no such modification is feasible. The Company shall have no obligation to bargain or negotiate with the Union in the event that this Agreement is modified or eliminated or in the event the Company does not implement any or all of the provisions of this Agreement because it does not receive Internal Revenue Service approval, any or all of these plans are deemed not qualified, or because of a change in existing laws.
- 7. The HSP will be administered solely in accordance with its provisions and no matter concerning the HSP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement but rather shall be governed by the terms and conditions of the HSP and the interpretation of the HSP Committee.

#### between

#### THE VERIZON/GTE COMPANIES

#### and

# COMMUNICATIONS WORKERS OF AMERICA (CWA)

#### HOURLY SAVINGS PLAN COMPANY CONTRIBUTIONS

WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union"), and Verizon Communications companies, which were subsidiaries of the former GTE Corporation (hereafter the "Verizon/GTE Companies" or "the Companies" or "the Companies"), have collective bargaining relationships throughout the United States;

NOW THEREFORE THE VERIZON/GTE COMPANIES AND CWA agree as follows:

# Hourly Savings Plan (HSP) Contributions for non-Pension New Hires

For eligible associates covered by this Agreement other than "Pension New Hires" as defined below, the Company and the Union agree to continue the company matching contribution of 82 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay, to the Hourly Savings Plan (HSP).

# HSP Contributions for Pension New Hires

The following provisions apply only to associates who are covered by this Agreement, who are first hired as union-represented associates on or after August 1, 2013, and who are not eligible to earn pension benefits ("Pension New Hires"). No other associates covered by this Agreement will be entitled to the increased Company matching contributions or the Discretionary Contributions described below.

The Company will amend the HSP effective August 1, 2013 to increase Company matching contributions for the balance of the 2013, 2014, 2015, 2016 and 2017 plan years to 100% of the eligible contributions of each Pension New Hire Agreement up to 6% of eligible compensation.

The Company will also amend the HSP effective August 1, 2013 to permit an additional performance-related, discretionary Company contribution for the balance of the 2013, 2014, 2015, 2016 and 2017 plan years ("Discretionary Contribution") for Pension New Hires, subject to the additional requirements

described below. An eligible associate would not have to contribute to the HSP to be eligible for the Discretionary Contribution. Eligible associates would have to be employed as eligible associates on the last day of the plan year to be eligible for the Discretionary Contribution. The Discretionary Contribution would be between 0-3% of eligible compensation actually paid during the plan year to each such eligible associate and would be set at the same percentage as the performance-related contribution for wireline management employees under the management savings plan for the same plan year. The Company would determine each applicable plan year whether the Discretionary Contribution would be made in cash and/or Verizon stock invested in the Verizon stock fund under the HSP. Discretionary Contributions invested in the Verizon stock fund would be subject to participant investment diversification in accordance with the current terms of the HSP. Discretionary Contributions would not be available for in-service withdrawal, and they would be subject to the same vesting schedule as Company matching contributions.

#### between

### THE VERIZON/GTE COMPANIES

and

# COMMUNICATIONS WORKERS OF AMERICA (CWA)

# **NEUTRALITY AND CONSENT ELECTION**

WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union"), and Verizon Communications companies, which were subsidiaries of the former GTE Corporation (hereafter the "Verizon/GTE Companies" or "the Companies" or "the Companies"), have collective bargaining relationships throughout the United States;

NOW THEREFORE THE VERIZON/GTE COMPANIES AND CWA agree as follows:

This Agreement between Company and the Union covers all understandings between the parties concerning union organizing; access to employees and code of conduct applicable to union organizing efforts.

The Union and the Company recognize that it is in their mutual interest to enhance the success and image of the Company, to acknowledge the Union as a valued partner, and to foster the pride and commitment of the employees. The parties also share the mutual goals of building a world class, high performance enterprise and addressing employment security through business success and employee development. As a means to enhance these goals, the parties will mutually support regulatory and legislative efforts, marketing/sales and service efforts and other business initiatives leading to employment security and Verizon's business success.

The parties also recognize that the Union's goal of growing membership is intrinsically linked to the successful growth of the business. In order to maintain this perspective and to avoid unnecessary confrontation, the parties agree that the following principles regarding neutrality and consent election will be applicable to Verizon's former "GTE Network Services Companies" (Incumbent Local Exchange Carriers and Logistics) and Verizon Enterprise Delivery, formerly Verizon Select Services. This shall be the exclusive means by which the Union, their locals, or individuals acting on their behalf, will conduct an effort to organize eligible employees in the covered Verizon's former "GTE Network Services Companies" (Incumbent Local Exchange Carriers and Logistics) and Verizon Enterprise Delivery, formerly Verizon Select Services as defined by the National Labor Relations Act.

# 1. Employee Choice

Both the Union and the Company support and agree with the principle that the decision as to whether or not to become represented by a union is one that does not belong to either the Union or to the Company. Rather, it is an individual decision that belongs to the employee. With the parties' mutual recognition of this fundamental tenet, the following provisions are intended to establish, encourage and nurture an environment during a union organizing drive that will allow employees to choose whether or not to become represented in a fully informed and uncoerced manner. All negotiations concerning appropriate unit, access, conduct and voting will be performed by Verizon Labor Relations Staff in conjunction with local management and designated Union representatives.

# 2. Neutrality

The Company and the Union agree that an organizing drive will be met by a neutral position by the Company. This statement is consistent with and reinforces the previously established principle of employee choice. It should follow that an environment intended to foster employee choice would be a neutral environment and that information communicated by either party would be fact based and not misleading, distorted or disparaging. Neutrality means the following:

- (a) Management will not be anti-union nor will the Union be antimanagement.
- (b) Management will not advocate that employees should not vote for a union to represent them.
- (c) The Unions will be afforded reasonable opportunities for access to employees to get their message communicated.
- (d) Management will respond to employee questions and is obligated to correct inaccurate or misunderstood information by employees.
- (e) The Union(s) will be referred to by name and will not be characterized as a "third party" or "outsider".
- (f) Any written information distributed to employees by either party relative to the organizing campaign will be shared with the other. The parties' communications with employees will be shared with the other. The parties' communications with employees will be in accordance with this Agreement.

- (g) Neither party will hire consultants who encourage an adversarial relationship.
- (h) Neither managers nor Union representatives will be personally attacked.
- (i) Neither the Union nor the Company will be attacked as institutions.
- (j) The Company will not conduct meetings for the sole purpose of discussing organizing activities without inviting appropriate Union representatives to attend.

Allegations of violations of these provisions will be handled via the dispute resolution process contained in this Agreement.

# 3. Rules

The procedures to be followed are listed below:

- (b) The Union must show a minimum of 50% + 1 show of interest on signature cards of the appropriate unit.
- (c) A vote of 50% + 1 of those votes, validated by the Third Party Neutral (TPN), will determine the outcome.
- (d) If the Union is not successful, another election will not be scheduled for twelve months.
- (e) The TPN will resolve any issue concerning challenged ballots in similar fashion to the National Labor Relations Board (NLRB) process.

# 4. Time Bound

It is in the interest of both parties that the organizing campaign be conducted expeditiously. The Union is therefore obligated to notify management of its intention to conduct a formal organizing drive before it begins. The date of this notification will "start the clock". The entire campaign, including the consent election, will be concluded in 90 days. It is the intent of the parties that the 90-day time frame will include discussion and agreement on the unit. In the event the parties are unable to agree on the unit, the dispute resolution process set forth below will be utilized and the time period will be extended by the number of days required to reach agreement on the unit, but in no event will the total campaign, including resolution of the scope of the bargaining unit and the consent election process exceed 120 days. If employees vote not to be represented, the Union agrees not to initiate another campaign (nor

continue the current campaign) in that same work group for 12 months from the date of the conclusion of the campaign. This would not preclude the local Union from having contact with the workers in the group. If employees vote to be represented, collective bargaining over the terms and conditions of employment will commence within 60 days and will be limited to the agreed upon unit.

# 5. Informed Decision

Both parties agree that employees should be fully informed about all aspects of Union representation. The Union will provide fact-based information to employees as it endeavors to convince prospective members of the merits of being represented by a labor union. Management's role during this process will include:

- (a) responding to individual employee inquiries;
- (b) explaining the organizing process, including obligations and responsibilities; and
- (c) correcting any inaccuracies, misstatements or misunderstandings disseminated by the Union.

### 6. Free from Coercion

Consistent with the basic tenet of employee choice, the parties want to ensure that employees have expressed their choice from an informed position and are completely free from any coercion by the Company, the Union or any other party or parties. One way to ensure this objective is to have a NLRB conducted election.

In the alternative, the Company and the Union agree to use a process that is called "Consent Election." This process will work as follows:

- (1) As part of the access discussions, the parties agree to use "Consent Election".
- (2) The Unions shall initiate the consent election process by providing to a TPN proof of support by means of show of interest cards from 50% + 1 of the employees in the unit. The TPN will then notify Verizon Labor Relations Staff and request a list of names, job titles and home addresses. The Company will furnish the list within five working days. The Union will also be furnished with the list. The "show of interest" cards will clearly state their purpose and that a secret ballot consent election will be conducted to determine the will of the unit. If the TPN determines that the Union has a sufficient show of interest, he/she will schedule a Consent Election process in accordance with this Agreement.

- (3) The election process will be supervised by a mutually selected TPN, whose role is to ensure the integrity of the process itself, and will be conducted within two weeks of the submission of the Union's show of interest to the TPN. Employees will be asked to express their individual preference in a manner that will ensure that their choice will not be known to either party. The TPN will count the votes and advise the parties of the outcome. Consistent with this Agreement, a vote of 50% + 1 of those who vote will control. The parties may have an observer present when the TPN counts the ballots.
- (4) In all cases, the election process shall take place within 14 days of receipt and verification of the Union's show of interest cards by the TPN. In those cases where there is no dispute about the composition of the unit, the election process will be held within seven days. The election may be held at the Company location or at a neutral site as agreed by the parties. The cost of using a neutral site will be split equally by the parties.

If there is a dispute as to composition of the unit, the TPN shall decide the issue within an additional seven days.

# 7. Access Agreement

As soon as reasonably practicable after a request by the CWA for access, Verizon Labor Relations Staff, in conjunction with local management and CWA representatives, will meet to discuss the details related to reasonable access to the unit by the CWA representatives. The Union will be allowed reasonable opportunities for access to Verizon facilities. It is the intent and commitment of Verizon and the CWA that the access agreed upon will not interfere with the operation and other normal and routine business activities, plans and programs of Verizon generally, and specifically, the selected unit. Access agreed upon will be in non-working areas and during employee non-working times. Agreements as to eventful access, such as access to conference rooms, will be reasonable in length and there will be reasonable periods between requests for eventful access. However, an uneventful access, such as a prearranged meeting with an individual employee, will not be affected.

If Verizon and the CWA are unable to agree on reasonable access, the TPN will be asked to resolve the issue. Successful access agreements utilized at other units will be looked to for guidance as to what works and is reasonable. Verizon and the CWA commit that they will reach such an access agreement in each instance in an expeditious manner.

# 8. Dispute Resolution

- (a) Questions or disputes arising during the course of an organizing effort within a particular unit of non-represented employees will, in all cases, be addressed first by and between the parties themselves and, in particular, Labor Relations Staff in conjunction local Verizon management and appropriate representatives. It is the intent and desire of Verizon and the CWA that such matters are dealt with by and between the parties themselves, particularly at the local level, without having to resort to the assistance of a third party. It is also agreed, however, that if every good faith and reasonable effort has been made, but the matter unresolved, the process described below will be utilized.
- (b) The TPN will resolve disputes in the manner set forth in this Agreement. Either Verizon or the CWA can refer a question or dispute, unresolved after good faith efforts have been made to resolve the dispute locally, to the chosen TPN by providing three working days' written notice to both the other party and the TPN. The notice will provide concise statement of the question or dispute to be addressed and a statement that the parties have attempted in good faith but have been unable to resolve the matter by and between them.
- (c) If the question or dispute involves a matter related to access (i.e., the nature, event, time, location, individuals involved, etc.) the TPN will fully investigate all relevant facts surrounding the question or dispute. The TPN will then call the parties together and attempt to facilitate resolution of or otherwise mediate the matter.
  - If, after a good faith attempt at facilitated resolution or mediation, the access question or dispute is still not resolved, the TPN will attempt to render an immediate decision, which includes a method or alternative methods of resolving the perceived problem. However, in no event will the TPN take longer than five days thereafter to render a decision. The decision of the TPN will be final and binding and the parties agree to abide by his/her decision. This process, from the time the TPN is contacted to the time his or her opinion is issued, will not take more than 15 days unless the parties agree otherwise.
- (d) If the dispute involves the appropriateness of the bargaining unit the Union seeks to organize and 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 TPN and a hearing shall be conducted consistent with the rules of the American

Arbitration Association. The TPN 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 decisions of the NLRB and Appellate reviews of such Board decisions.

(e) Regardless of the type of question or dispute that is submitted to the TPN, the parties will each be given a full opportunity to present their positions and supporting factual information prior to the issuance of any opinion. No written briefs will be submitted. There shall be no ex parte contact with the TPN without the concurrence of all parties. Verizon and CWA believe that matters pertaining to these values are best handled by and between the parties themselves and resort to a TPN should be necessary in only a limited number of cases.

Verizon and the CWA agree that the parties may distribute a decision of the TPN to employees in the selected unit but not outside to the public such as the press.

- (f) The parties agree that the process set forth herein shall be the exclusive means for resolving disputes covered by this dispute resolution process, and neither party will utilize any other forum (e.g. NLRB, federal court, etc.) to address issues subject to resolution pursuant to this process.
- (g) All expenses, resulting from the use of the TPN process, shall be split equally by Verizon and CWA.

# 9. Acquisitions and Ventures

The parties recognize the rapidly changing nature and structure of the communications industry. Verizon may acquire (or be acquired by) another entity. It has and may in the future form joint ventures or strategic alliances, may license its brand or technology, or may be a financial investor in other entities. The employees in those entities may be non-represented, represented in whole or in the part of the CWA, or represented in whole or in part by some other labor organization. It is not possible to structure a single rule which will apply to all such circumstances and the Company cannot compel other entities to abide by this Agreement.

#### between

# THE VERIZON/GTE COMPANIES

and

# COMMUNICATIONS WORKERS OF AMERICA (CWA)

# UNION LEAVE OF ABSENCE

WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union"), and Verizon Communications companies which were subsidiaries of the former GTE Corporation (hereafter the "Verizon/GTE Companies" or "the Companies" or "the Companies"), have collective bargaining relationships throughout the United States;

WHEREAS former GTE/CWA bargaining unit employees have become full-time employees of the CWA:

WHEREAS the treatment of such CWA employees for Verizon/GTE pension benefit credit varies; and

WHEREAS other employers in Verizon's industry permit similarly situated employees greater pension benefits credit than does Verizon/GTE:

NOW THEREFORE THE VERIZON/GTE COMPANIES AND CWA agree as follows:

- 1. Any full-time employee of a Verizon/GTE Company in a CWA bargaining unit who becomes a full-time employee of CWA (a "Verizon/GTE-Union employee") shall be entitled to be on leave of absence status from Verizon/GTE. While on such leave status, the Verizon/GTE-Union employee shall continue to accumulate seniority and shall retain return rights to the bargaining unit.
- 2. Subject to the terms of the Pension Benefits MOA which is incorporated in the respective Collective Bargaining Agreements, Pension New Hires as set forth in the Pension Benefits MOA are not eligible for pension. Pension New Hires do not actively participate in the pension plan.
- 3. While on leave of absence status, a Verizon/GTE-Union employee shall accrue Accredited Service under the Verizon/GTE Pension Plan in which

the employee actively participated while a bargaining unit employee until either:

- a. The Verizon/GTE-Union employee ends his/her full-time employment with the CWA; or
- b. The Verizon/GTE-Union employee retires from Verizon/GTE or otherwise affirmatively relinquishes his/her leave of absence; or
- c. The aggregate length of all such leaves of absence equals fifteen (15) years
  - i. Effective January 1, 2002, the aggregate length of all such leaves of absence equals eighteen (18) years.
  - ii. Effective January 1, 2004, the aggregate length of all such leaves of absence equals twenty (20) years.
- 4. This provision will apply retroactively, providing that to be eligible for retroactive leave of absence status and pension benefit credits as described hereinabove, the Verizon/GTE-Union employee must have been a current full-time CWA employee on March 1, 2000, and must not have as of that date retired or received a voluntary separation benefit from Verizon/GTE.
- 5. In the event that any court of competent jurisdiction finds this Agreement to be unlawful, it shall be null and void as of the date of its execution, but Verizon/GTE and the CWA will immediately negotiate in good faith to provide the most equivalent lawful benefit for Verizon/GTE-Union employees.

#### between

### THE VERIZON/GTE COMPANIES

and

# **COMMUNICATIONS WORKERS OF AMERICA (CWA)**

# **VACATION CARRY FORWARD (BANKING)**

WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union"), and Verizon Communications companies which were subsidiaries of the former GTE Corporation (hereafter the "Verizon/GTE Companies" or "the Companies" or "the Companies"), have collective bargaining relationships throughout the United States;

NOW THEREFORE THE VERIZON/GTE COMPANIES AND CWA agree as follows:

- 1. The Company and the Union agree that eligible employees may carry forward into future years and bank a limited number of weeks of vacation for each vacation year as set forth in this Memorandum of Agreement.
- 2. Employees who, as of August 1, 2010, are eligible for four (4) weeks of vacation may carry forward and bank up to one (1) vacation week for each vacation year; employees who, as of August 1, 2010, are eligible for five (5) weeks of vacation may carry forward and bank up to two (2) vacation weeks for each vacation year. This section does not affect employees' eligibility to carryover vacation (without banking) if provided in the respective Collective Bargaining Agreement.
- Such banked vacation shall be subject to supervisory approval.
- 4. Future scheduling of such banked vacation time is subject to advanced written application and approval.

#### between

#### THE VERIZON/GTE COMPANIES

and

# COMMUNICATIONS WORKERS OF AMERICA (CWA)

### SERVICE AND SENIORITY RECOGNITION

WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union"), and Verizon Communications companies, which were subsidiaries of the former GTE Corporation (hereafter the "Verizon/GTE Companies" or "the Companies" or "the Company"), have collective bargaining relationships throughout the United States:

NOW THEREFORE THE VERIZON/GTE COMPANIES AND CWA agree as follows:

A. This MOA will be subject to the terms of the Pension Benefits MOA which is incorporated in the respective Collective Bargaining Agreements. Thus, Pension New Hires will not be eligible for pension benefits and any pension provisions of this MOA will not apply to them. The pension changes in applicable CBAs will apply to pension eligible employees subject to this MOA.

### B. SERVICE RECOGNITION

- 1. Effective with the merger of fGTE and the former Bell Atlantic (fBA) on June 30, 2000, all service will be recognized prospectively at all "affiliate" companies for retirement eligibility and vesting purposes.
- Effective January 1, 2002, any service previously recognized by premerger fBA for Net Credited Service (NCS) and ERISA Service of at least 1,000 hours will be recognized by the fGTE "affiliate" companies for eligibility and vesting in pension plans (but not for calculation of pension benefits) and for eligibility for health and welfare plans and retiree medical plans.
- Effective January 1, 2002, Verizon (fGTE) will recognize service for pension eligibility and vesting purposes (but not for calculation of pension benefits), for eligibility for health and welfare plans, and for retiree medical plans that meets the definition of eligible Portability service as described briefly below:

- The employee must have been working at a Portability Company on December 31, 1983.
- The employee had to be a non-supervisory employee (or a supervisory employee with a base pay of \$50,000 or less) on December 31, 1983, and at termination. The pay limit is adjusted monthly for inflation and it is based on the Consumer Price Index (CPI).
- The employee must not have elected to waive Portability treatment at any point in their career at any company.
- 4. Individuals who are subsequently rehired will be eligible for recognition of prior service, as identified in paragraphs 1, 2 and 3 above, upon completion of 1,000 hours of continuous active service.
- 5. Employees will have until February 1, 2002, to request a review of prior service subject to research and verification of employee records. In the event the employee's request is received after February 1, 2002, bridging will be effective upon verification.

# C. SENIORITY RECOGNITION

Effective January 1, 2002, it is further agreed that all service recognized for pension and vesting eligibility and health and welfare benefits is recognized by all parties to this Agreement for seniority purposes for all represented employees subject to the following conditions:

- Service, as defined in this Memorandum of Agreement, with a Verizon Company that is earned while the employee is represented by the Communications Workers of America is recognized for seniority purposes in all Verizon/CWA Collective Bargaining Agreements covered by this Memorandum of Agreement.
- 2. Service, as defined in this Memorandum of Agreement, with a Verizon Company that is earned while the employee is represented by a union(s) other than the Communications Workers of America is recognized for seniority purposes in all Verizon/CWA Collective Bargaining Agreements covered by this Memorandum of Agreement where the seniority provisions of that other union(s) are reciprocal.
- 3. Service, as defined in the Memorandum of Agreement, with a Verizon Company that is earned while the employee is not represented by a union will be recognized for seniority purposes in all Verizon/CWA Collective Bargaining Agreements covered by this Memorandum of Agreement after the employee has been represented by the Communications Workers of America for one year, but in no event earlier than January 1, 2003.

This Agreement shall supersede or replace existing relevant provisions and shall be deemed to be incorporated into the existing Collective Bargaining Agreements between the Verizon/GTE Companies and their Communications Workers of America bargaining units.

#### between

#### THE VERIZON/GTE COMPANIES

and

# **COMMUNICATIONS WORKERS OF AMERICA (CWA)**

# COMMUTER SPENDING ACCOUNT (CSA)

WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union"), and Verizon Communications companies, which were subsidiaries of the former GTE Corporation (hereafter the "Verizon/GTE Companies" or "the Companies" or "the Company"), have collective bargaining relationships throughout the United States;

NOW THEREFORE THE VERIZON/GTE COMPANIES AND CWA agree as follows:

- Effective August 1, 2005, the Verizon/fGTE Companies agree to make available to the extent consistent with and permitted by IRS guidelines, the Commuter Spending Account (CSA) to Verizon employees allowing them to set aside pre-tax dollars from their paychecks into CSA accounts to pay for eligible commuting expenses.
- 2. For regular full-time and regular part-time employees hired after August 1, 2005, coverage under the Plan begins ninety (90) days from date of hire or the date which the employee enrolls, whichever is later.
- 3. Two CSA accounts will be available: a Transportation Reimbursement Account and a Parking Reimbursement Account. The Transportation Reimbursement Account will allow employees to set aside pre-tax dollars to cover certain eligible mass transit or vanpooling commuter vehicle transportation expenses associated with travel to and from work. The Parking Reimbursement Account will allow employees to set aside pre-tax dollars to cover certain eligible parking expenses associated with their travel to and from work. Employees may elect to participate in one or both of the CSA accounts. Employees will be permitted to make deductions for eligible transportation and parking expenses to the extent permitted by IRS regulations.
- 4. The CSA will be administered solely in accordance with its provisions and no matter concerning the CSA or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the CSA Administrator, the

administration of the and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or reimbursements shall be determined by and at the sole discretion of the Company.

5. This Memorandum of Agreement is effective on August 1, 2013, and shall expire on July 31, 2017. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Commuter Spending Account (CSA), shall also terminate on July 31, 2017 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.