

July 19, 2018

**2018 COMMON ISSUES  
MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**VERIZON NEW YORK INC.  
VERIZON CORPORATE SERVICES CORP.  
VERIZON SERVICES CORP.**

**AND**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
AFL-CIO, LOCAL 2213**



This Memorandum of Understanding (the "2018 MOU") is agreed to by and between the above-named companies (herein the "Company" or "Companies," as context requires) and the International Brotherhood of Electrical Workers Local 2213 (hereinafter the "Union" or "IBEW Local 2213") with respect to the following IBEW Local 2213-represented bargaining unit:

Verizon New York (Upstate Commercial) (Verizon New York, VCSC, VSC).

New collective bargaining agreements covering the above-named bargaining unit (including without limitation this 2018 MOU, to the extent the parties have not specified different effective dates in provisions of this 2018 MOU) will become effective immediately upon ratification of this 2018 MOU ("Effective Date") and will remain in effect until 11:59 p.m. on August 5, 2023. This 2018 MOU will become effective if, and only if, ratified by the combined results of the voting in the bargaining unit in the Companies represented by IBEW Local 2213 no later than thirty calendar days after the date of this 2018 MOU.

This 2018 MOU incorporates by reference all provisions of the 2016 Common Issues Memorandum of Understanding Between Verizon New York Inc., Verizon Corporate Services Corp., and Verizon Services Corp. and the International Brotherhood of Electrical Workers, AFL-CIO, Local 2213 effective June 17, 2016 ("2016 MOU") and all attachments to the 2016

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MOU that were valid and enforceable immediately prior to the Effective Date, as modified by the applicable provisions of this 2018 MOU. Each of the new collective bargaining agreements will consist of the provisions of the existing agreements, including all provisions of and attachments to the 2016 MOU that were valid and enforceable immediately prior to the Effective Date, as modified by the applicable provisions of this 2018 MOU. All letters of agreement in the parties' 2016 collective bargaining agreements (including without limitation the 2016 MOU), and all local agreements that were valid and enforceable immediately prior to the Effective Date, will remain in full force and effect, unless the terms of such letters of agreement have been modified or eliminated by this 2018 MOU or by the parties' collective bargaining agreements (including without limitation terms agreed to at local bargaining tables). All letters of agreement or provisions in the parties' 2016 collective bargaining agreements (including without limitation the 2016 MOU and all attachments to the 2016 MOU) that contain an expiration date of August 3, 2019 will be changed to reflect an expiration date of August 5, 2023 unless the parties have expressly agreed to a different expiration date or that such letters or provisions will not remain in effect. All letters of agreement or provisions in the parties' 2016 collective bargaining agreements (including without limitation the 2016 MOU and all attachments to the 2016 MOU) that were valid and enforceable immediately prior to the Effective Date that contain dates other than expiration dates will be changed as necessary to ensure the continued enforceability of such agreements unless the parties have expressly agreed that such letters or provisions will not remain in effect.<sup>1</sup> Provisions of this 2018 MOU, including the attachments, will be incorporated, by reference or otherwise, into the appropriate collective bargaining agreements.

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<sup>1</sup> This footnote is for explanatory purposes only. This 2018 MOU sets forth certain provisions from the 2016 MOU with new dates to ensure the enforceability of those provisions. All provisions and attachments of the 2016 MOU and predecessor MOUs, which were valid and enforceable immediately prior to the Effective Date, that

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To the extent that any provision of this 2018 MOU is inconsistent with or contrary to any provision of the 2016 MOU, any local collective bargaining agreement, or any other agreement, policy or past practice, such 2018 MOU provision will govern and will supersede the inconsistent or contrary provision of the 2016 MOU, any local collective bargaining agreement, or any other agreement, policy or past practice.

Dated: 7/19/18

**FOR THE COMPANIES**

By: Patrick Prindeville  
PATRICK PRINDEVILLE  
Chairperson, Common Issues Bargaining

**FOR IBEW LOCAL 2213**

By: Barbara Carson  
BARBARA CARSON  
President/Business Manager

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are not specifically set forth in the body of this MOU are incorporated by reference and remain valid and enforceable, as modified by this 2018 MOU.

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**I. WAGES**

The schedule of wage increases for the term of this 2018 MOU will be as follows:

<b>Date</b>	
June 21, 2020	2.5% increase applied to all steps of the basic wage schedule
June 20, 2021	2.5% increase applied to all steps of the basic wage schedule
June 19, 2022	2.75% increase applied to all steps of the basic wage schedule
June 18, 2023	3% increase applied to all steps of the basic wage schedule

**II. COST-OF-LIVING**

The Company will continue the Cost-of-Living provisions set forth in Section II of the 2008 MOU during the term of this 2018 MOU. Notwithstanding the continuation of these provisions, there will be no cost-of-living adjustment during the term of this 2018 MOU.

**III. CORPORATE PROFIT SHARING**

The Corporate Profit Sharing ("CPS") Plan is modified as follows:

- (a) The CPS plan will provide awards for results in calendar years 2019, 2020, 2021 and 2022 with the awards payable in 2020, 2021, 2022 and 2023.
- (b) The "Standard" CPS Distribution will be as follows:

<b>Performance Year</b>	<b>Standard CPS Distribution</b>	<b>Year Payable</b>
2019	\$500	2020
2020	\$500	2021
2021	\$500	2022
2022	\$500	2023

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(c) Notwithstanding paragraphs (a) and (b) above, the minimum distribution for Performance Years 2019, 2020, 2021 and 2022 will be \$700, subject in all cases to prorating under Section 3.

**IV. PENSION BENEFIT AND OTHER CHANGES**

**A. Pension Lump Sum Cashout.**

An associate covered by the cashout program set forth in the 2016 MOU who separates from service during the term of this 2018 MOU, with eligibility for a vested pension or a service pension, will be eligible to receive his or her vested pension or service pension under the Pension Plan as a total lump-sum cashout. The terms of the cashout program will be the same as the terms of the cashout program set forth in the 2016 MOU.

**B. Pension Band Increases.**

The New York and New England Associate component of the Pension Plan will be amended to provide for increases in the Pension Band Amounts by the "Percentage Increase" amounts shown below for pension eligible associates whose "Pension Effective Date" (which is the first day following the last day on the payroll) is on or after the corresponding "Pension Band Effective Date" shown below. In addition, the amendment will provide for the acceleration of the next scheduled Percentage Increase under this 2018 MOU for pension eligible associates who leave the service of the Company pursuant to a Special Enhanced Income Protection Plan ("Special EIPP") under Section VIII of this 2018 MOU.

Pension Band Effective Date	Percentage Increase
September 15, 2019	1%
September 15, 2020	1%
September 15, 2021	1%

**V. BENEFITS**

**1. CHANGES TO EXISTING HEALTH CARE BENEFITS FOR ACTIVE ASSOCIATES**

The provisions of the Verizon Medical Expense Plan for New York and New England Associates (the “VMEP”) regarding medical benefits and the Verizon Alternate Choice Plan for New York and New England Associates (a component or subplan of the VMEP) will be amended as follows effective January 1, 2020, except where otherwise noted:

**A. Medical Changes Applicable to VMEP.**

**1) HCN and Health Care PPO Benefits Changes:**

- a. **MAA.** Effective January 1, 2020, the MAA will be defined as 200% of the national Medicare schedule. Effective January 1, 2022, the MAA will be defined as 190% of the national Medicare schedule. Notwithstanding the foregoing, the MAA applicable to Covered Mental Health/Substance Abuse Services and Supplies will continue to be defined as 240% of the national Medicare schedule. (Amend the following section of the VMEP: Section 2.)
- b. **Deductible.** The annual deductible for covered services or supplies will be as follows:

	In-Network				Out-of-Network	
	HCN		Health Care PPO		Individual	Family
	Individual	Family	Individual	Family		
2020	\$370	\$925	\$710	\$1,775	\$1,015	\$2,537.50
2021	\$395	\$987.50	\$750	\$1,875	\$1,070	\$2,675
2022	\$420	\$1,050	\$790	\$1,975	\$1,115	\$2,787.50
2023	\$445	\$1,112.50	\$825	\$2,062.50	\$1,165	\$2,912.50

(Amend the following sections of the VMEP: Sections 6.1.1 and 6.2.1.)

- c. **Out-of-Pocket Maximum.** The out-of-pocket expense maximum for covered services or supplies will be as follows:

	In-Network		Out-of-Network	
	Individual	Family	Individual	Family
2020	\$1,910	\$4,775	\$3,100	\$7,750
2021	\$2,000	\$5,000	\$3,200	\$8,000
2022	\$2,090	\$5,225	\$3,300	\$8,250
2023	\$2,180	\$5,450	\$3,400	\$8,500

(Amend the following sections of the VMEP: Sections 6.1.4 and 6.2.3.)

- d. **Copays.** The copays for covered services and supplies will be as follows:
- i. **HCN Option:** Effective January 1, 2023, all covered services and supplies that are subject to a \$20 copay will be subject to a \$25 copay except the foregoing shall not apply to Radiation Therapy, Chemotherapy, Electroshock Therapy, Hemodialysis, Physical Therapy, Occupational Therapy, Speech Therapy, and Covered Mental Health/Substance Abuse Services and Supplies subject to a copay, which shall continue to be subject to their current copays. (Amend the following section of the VMEP: Section 6.1.2.)
  - ii. **Health Care PPO Option:** Effective January 1, 2023, all covered services and supplies that are subject to a \$20 copay will be subject to a \$25 copay and all covered services and supplies that are subject to a \$25 copay will be subject to a \$30 copay except the foregoing shall not apply to Radiation Therapy, Chemotherapy, Electroshock Therapy, Hemodialysis, Physical Therapy, Occupational Therapy, Speech Therapy, and Covered Mental Health/Substance Abuse Services and Supplies subject to a copay, which shall continue to be subject to their current copays. (Amend the following sections of the VMEP: Sections 6.2, 6.2.2 and 6.2.4.)
  - iii. **Emergency Room:** Effective January 1, 2021, the copay for visits to an emergency room will be \$140, and effective January 1, 2023, the copay for visits to an emergency room will be \$150. (Amend the following sections of the VMEP: Sections 6.1.2, 6.1.3, 6.2, 6.2.2 and 6.2.4.)

## 2) EPO Option and HMO Option Changes

- a. **EPO Option.** Effective January 1, 2023, the copay for a primary care provider (including OB-GYN) office visit will be \$25, except the foregoing shall not apply to Radiation Therapy, Chemotherapy, Electroshock Therapy, Hemodialysis, Physical Therapy, Occupational Therapy, Speech Therapy, and Covered Mental Health/Substance Abuse Services and Supplies subject to a copay, which shall continue to be subject to their current copays, and effective January 1, 2021, the copay for visits to an emergency room will be \$140, and effective January 1, 2023, the copay for visits to an emergency room will be

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\$150. (Amend the following section of the Verizon Alternate Choice Plan for New York and New England Associates: Section 4.)

- b. **HMO Options.** Effective January 1, 2023, the copay for a primary care provider (including OB-GYN) office visit will be no greater than \$25, and effective January 1, 2021, the copay for visits to an emergency room will be no greater than \$140, and effective January 1, 2023, the copay for visits to an emergency room will be no greater than \$150. (Amend the following section of the Verizon Alternate Choice Plan for New York and New England Associates: Section 4.1)
  
- 3) **Contributions for Medical Coverage.** The Monthly Employee Contribution will be as set forth below. The \$100 annual credit for completing a health risk assessment will continue to apply in 2020, 2021, 2022 and 2023. The Monthly Employee Contributions that appear in the chart below will be annualized, will reflect an additional \$.04 on an annual basis and will apply and be prorated on a pay period basis.

Coverage Category Elected	Health Care PPO Option and HCN Option Monthly Employee Contribution (Tobacco User Rate)	Health Care PPO Option and HCN Option Monthly Employee Contribution (Non-Tobacco User Rate)	Other Medical Option Monthly Employee Contribution (Tobacco User Rate) – Up to a maximum of the amounts below	Other Medical Option Monthly Employee Contribution (Non-Tobacco User Rate) – Up to a maximum of the amounts below
Employee Only	2020: \$176.33 2021: \$184.33 2022: \$192.33 2023: \$200.33	2020: \$126.33 2021: \$134.33 2022: \$142.33 2023: \$150.33	2020: \$235.33 2021: \$247.33 2022: \$259.33 2023: \$271.33	2020: \$185.33 2021: \$197.33 2022: \$209.33 2023: \$221.33
Employee + Family	2020: \$294.33 2021: \$310.33 2022: \$326.33 2023: \$342.33	2020: \$244.33 2021: \$260.33 2022: \$276.33 2023: \$292.33	2020: \$412.33 2021: \$436.33 2022: \$460.33 2023: \$484.33	2020: \$362.33 2021: \$386.33 2022: \$410.33 2023: \$434.33

(Amend the following section of the VMEP: Section 3.)

**2. RETIREE HEALTH AND WELFARE BENEFITS CHANGES**

Except as otherwise provided below, any changes to the health care benefits provided to active employees as set forth in Section 1 above will also be made to the health care benefits provided to eligible retirees who retired after August 9, 1986 (“Covered Retirees”) effective at the same time such changes are effective for active employees and the applicable retiree health care plans will be amended in the same manner as those provisions are amended for active employees pursuant to Section 1 above. Any future changes to health care benefits and



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prescription drug coverage provided to Covered Retirees will be negotiated with the Union in the same manner as that for active employees and future retirees.

**A. Changes for Covered Retirees Who Are Not Medicare Eligible.**

Notwithstanding the foregoing, for Covered Retirees and their dependents who are not Medicare eligible and who retired prior to January 1, 2017, the deductible provisions for the Health Care PPO Option set forth in Section V.I.A.1 above shall not apply, and instead the deductible for such Covered Retirees and their eligible dependents enrolled in the Health Care PPO Option shall remain as provided in the 2016 MOU. Covered Retirees and their dependents who are not Medicare eligible and who retire after December 31, 2016 who enroll in the Health Care PPO Option will be subject to the deductible provisions in effect on the date of the Covered Retiree's retirement.

**B. Contributions for Retiree Medical Coverage.**

The chart set forth in Section VIII.5.H.1.a.i of the 2016 MOU shall be replaced with the following chart:

	2018	2019	2020	2021	2022	2023
Retiree Only	\$153	\$165	\$177	\$189	\$201	\$213
Retiree + 1	\$230	\$250	\$270	\$285	\$305	\$320
Retiree + Family	\$306	\$330	\$354	\$378	\$402	\$426

**VI. SHARING OF CALLS AMONG CENTERS**

The Sharing of Calls Among Centers provision in the 2016 MOU will remain in effect during the term of this 2018 MOU except that the references in subsection F. to 2016 will be modified to 2018.

**VII. WORK AND FAMILY**

The Work and Family Committee provision in the 2016 MOU will remain in effect during the term of this 2018 MOU except that the references to the 2016 MOU will be modified to the 2018 MOU.

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**VIII. SPECIAL ENHANCED INCOME PROTECTION PLAN**

Section XIII.B.4 of the 2016 MOU shall be amended to provide that the Pension Plan will be amended such that pension eligible associates who leave the service of the Company pursuant to a Special EIPP will be eligible for the next scheduled Pension Band Increase, to the extent there is another Pension Band Increase scheduled pursuant to Section IV.B of this 2018 MOU, in the calculation of their pension.

**IX. 2018 MEMORANDUM OF AGREEMENT**

The 2018 Memorandum of Agreement, which updates the 2016 Memorandum of Agreement, is set forth in Attachment 1.

**X. NEW CONTRACTING INITIATIVES LETTER**

The New Contracting Initiatives letter and the agreement of the Companies and the Union regarding the proper interpretation of the New Contracting Initiatives letter of agreement are set forth at Attachment 2.

**XI. DURATION**

All provisions of the parties' agreement will remain in full force and effect until 11:59 p.m. on August 5, 2023.

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**ATTACHMENT 1**



**MEMORANDUM OF AGREEMENT**

This Agreement is made and entered into, on the Effective Date, by and between all present and future In-BA-Region subsidiaries, or operating units thereof, of Verizon Communications Inc. ("VZ"), except Cellco Partnership, its subsidiaries, and its affiliates d/b/a Verizon Wireless, Verizon Information Services BA - Region Directory South Sales (NTD/PDD/CDS), and all entities (and all of their subsidiaries) with a market capitalization or value of more than \$3 billion, acquired or merged with Bell Atlantic Corporation, Verizon Communications Inc., or their subsidiaries, with a closing date after August 9, 1998 (hereinafter "Company"), and International Brotherhood of Electrical Workers, AFL-CIO, Local 2213 ("IBEW Local 2213"), addressing certain issues, as follows:

1. The Agreement entitled TRANSFER OF JOBS by and between the Companies and IBEW Local 2213 (copy of which is attached hereto and incorporated herein by reference) will be included within the new collective bargaining agreements which will be effective for the period between the Effective Date and August 5, 2023.
2. The Company and IBEW Local 2213 will execute the attached Memorandum of Agreement Regarding Neutrality and Card Check Recognition.
3. Whenever the Company assigns employees of VZ Companies (hereinafter "VZ employees") to perform work for the Data Solutions Group (DSG, including Verizon Network Integration Corp., Inc., formerly named BANI) which is currently, has been

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historically, or is substantially comparable to work performed by VZ IBEW bargaining unit employees, such work will be exclusively performed by VZ IBEW operating telephone company (hereinafter "OTC") bargaining unit employees covered by the existing collective bargaining agreements.

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

4. All plant work associated with digital subscriber lines (i.e., xDSL, a generic term which includes ADSL, HDSL, SHDSL, RADSL, IDSL, and all similar and subsequent technologies) between and including the central office and the network interface device shall be performed exclusively by IBEW OTC bargaining unit employees covered by the existing collective bargaining agreements. All work associated with the xDSL splitter shall be exclusively performed by IBEW OTC bargaining unit employees covered by the existing collective bargaining agreements. The Company shall not contract out any of the xDSL work discussed above.

When an end user customer purchases Verizon-on-Line DSL Service™ directly from Verizon Internet Services Inc. ("VISI") and uses Verizon as its ISP and the end user

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

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

The Company may designate a select group of IBEW OTC bargaining unit employees to perform the Customer's Premise DSL I&M Work. The Company will first seek Input from the Union but reserves the right to establish training requirements, selection, certification, attire, scheduling which is consistent with the parties' collective bargaining agreements, and other requirements for those employees. In making its designations of

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employees to perform that work, the Company will consider an employee's seniority but reserves the right to make the designations solely on the basis of qualifications. The Company shall begin transitioning the above work to the OTC bargaining unit employees as soon as August, 2000 and shall have completed the transition no later than April 30, 2001.

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

Whenever the Company assigns VZ employees to service or sell bundled services which include any service which is currently, or historically has been, serviced or sold by IBEW-represented employees then such work shall be performed exclusively by IBEW-represented employees, and the primary service and sales channel for such services shall be the OTC Business and Residence office, to the extent permitted by law or regulation.

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

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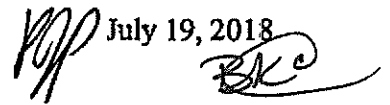
6. Whenever the Company assigns VZ employees to perform long distance work that is similar to work which is currently, or historically has been, performed by IBEW-represented employees then such work shall be assigned to IBEW-represented employees covered by the existing OTC collective bargaining agreements.

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

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

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

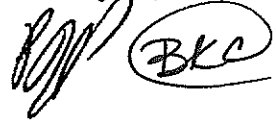
8. Nothing in this agreement is intended to limit, diminish, or infringe upon the two letters incorporated in the collective bargaining agreements by and between NYNEX

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Corporation on behalf of itself, and New York Telephone, New England Telephone, Empire City Subway, Telesector Resources Group, and NYNEX Information Resources, and the IBEW entitled respectively "New Business" and "Old Business Letter," dated April 3, 1994, (copies of which, adapted to apply under this Agreement, are attached hereto and incorporated herein by reference) (the "Old and New Business Agreements"). The Old and New Business Agreements are amended and renewed and will be included, as amended, within the new collective bargaining agreements between parties to the 2018 MOU. The terms Bell Atlantic Corporation ("BAC") and Verizon Communications Inc. ("VZ") as defined and used in the New Businesses Agreement means the Company as defined in the introductory paragraph of this Agreement, which is controlling.



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## INTERPRETIVE COMMENTS

1. Work will be considered to have been "historically performed" by IBEW-represented employees if it has been performed by such employees within the last seven years and over a significant period of time.
2. "Current work" includes any evolution of such work.
3. This agreement is not intended to affect any issue regarding a claim that management employees are performing bargaining unit work. It is also recognized that IBEW will continue to press such claims.
4. It is not the intent of this Agreement that existing work being performed by Verizon Connected Solutions, Inc. ("VCSI"), formerly named Bell Atlantic Communications and Construction Services, Inc. (BACCSI), is to be returned to the OTCs, except as specifically provided in the amended Broadband Network / Employment Security Provisions of the 2000 MOU between the former BA South Region OTCs and the CWA. (Copy attached and incorporated herein.) However, it is the Intent of this Agreement to not transfer more OTC work to VCSI.
5. This Agreement applies only to work assigned to and performed by VZ employees within the former Bell Atlantic footprint. Due to the merger between BA and GTE, the names of certain companies in this Agreement have changed from the 1998 Agreement between the parties. This Agreement is not intended to expand the meaning or scope of the 1998 Agreement, except as noted in paragraphs 1, 4 and 5 of this Agreement, and paragraph 4 of the Interpretive Comments of the 1998 MOA, and the deletion of paragraph 9 of the Interpretive Comments of 1998 MOA. For that reason, the following terms are defined:

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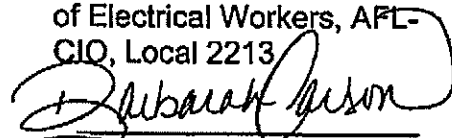
VZ Companies are subsidiaries of VZ, covered by the Agreement, operating within the former BA footprint;

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

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

This Agreement expires at 11:59 p.m. on August 5, 2023.

For: International Brotherhood  
of Electrical Workers, AFL-  
CIO, Local 2213

  
Barbara Carson

For: Company

  
Patrick Prindeville

Date: 7/19/18

Date: 7/19/18

**TRANSFER OF JOBS**

This Agreement is between Verizon ("VZ")-New York, Inc., the Verizon Services Corp. and NYNEX Information Resources Company (hereinafter collectively called "the Companies" and individually called a "Company"), and the International Brotherhood of Electrical Workers, AFL-CIO, Local 2213 (hereinafter, "IBEW").

**Limitation on Transfer of Jobs**


The following limitation on permanent transfers of jobs shall be effective on the Effective Date and terminate concurrently with the labor agreements, August 5, 2023.

- (1) During each contract year of the parties' current collective bargaining agreements ("CBA"), from the Effective Date to August 5, 2023, a Company shall not permanently transfer more than .7% of the IBEW represented jobs from any IBEW bargaining unit within each county in New York State ("NYS") to an area outside NYS. The percentage of jobs permanently transferred from any bargaining unit within each county in NYS to an area outside NYS will be calculated for each bargaining unit as follows:
  - a. Total IBEW Represented Jobs in a bargaining unit in each county in NYS permanently transferred to an area outside NYS.
  - b. (divided by) Total IBEW Represented Jobs in that Bargaining Unit in NYS.
- (2) If an employee voluntarily transfers from a job in NYS to a job outside NYS, the transfer of that employee shall not be included in the calculation of the percentage of jobs permanently transferred for purposes of determining whether the .7% per year limit has been exceeded.
- (3) This Agreement does not limit or restrict Employee Transfer Plans.

For The Companies

For The IBEW Local 2213

  
Patrick Prindle

  
Barbara Carson

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

The Verizon Communications Inc. ("VZ") Companies Covered by this Memorandum of Agreement ("the Companies") and International Brotherhood of Electrical Workers, AFL-CIO, Local 2213 ("the Union"), for and in consideration of the mutual promises and agreements set forth below, hereby enter into this Memorandum of Agreement Regarding Neutrality and Card check Recognition ("Agreement") as of the Effective Date.

1. Duration. This Agreement is effective as of the date stated above, and shall remain in effect until 11:59 PM on August 5, 2023, unless extended, modified or terminated by mutual written agreement of the parties. The parties expressly understand, however, that in the event this Agreement is terminated before August 5, 2023, all of the terms hereof nevertheless shall survive said termination and remain in effect with respect to any reorganization or restructuring of any bargaining unit as a result of which management creates any new in-region subsidiary, division, or operating entity as to which no Union representation then exists.

2. Applicability.

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

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

(c) As used herein, "non-management" means employees who normally perform work in non-management job titles, as determined by the Companies, in accordance with the statutory requirements of the National Labor Relations Act, as amended, and applicable decisions of the National Labor Relations Board and reviewing courts. If the Union disagrees with any such determination, the parties agree

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to submit the issues of unit definition to arbitration as set forth in paragraph 3, below, using the aforesaid statutory requirements and decisions as the governing principles.

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

3. Card Check Recognition Procedure.

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

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

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

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

(d) The Companies agree that the Union shall be recognized as the exclusive bargaining agent for any agreed-upon or otherwise determined bargaining unit(s) not later than ten (10) days after receipt by the Companies of written notice from

July 19, 2018  
PJP BKO

the American Arbitration Association ("AAA") that the Union has presented valid authorization cards signed by a majority of the employees in such unit(s).

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

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

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

Neutrality.

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

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

(c) This Agreement supersedes and terminates any and all other agreements, Memoranda of Understanding, commitments or statements of intent

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regarding neutrality, card-check procedures or union organizing rights that may exist as of the date hereof between the Union and any of the Companies, including but not limited to the existing NYNEX Neutrality Agreement, but does not supersede or terminate the NYNEX New Business Agreement, NYNEX Old Business Letter, or the Common Interest Council Letter.

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

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

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

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

8. Waiver of Claims.

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

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employers, alter-egos, or that any employees should be accreted to any bargaining unit, to the extent that any such claim, allegation or argument is based upon

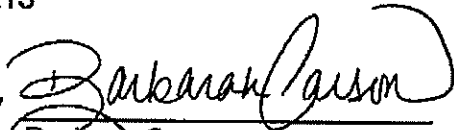
(1) any changes on or after August 15, 1997, in the administration and/or control of labor relations by Bell Atlantic Corporation, VZ Communications Inc. or any Bell Atlantic or VZ Companies; or

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

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

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

International Brotherhood of  
Electrical Workers, AFL-CIO, Local  
2213

By   
Barbara Carson

Verizon  
Companies

By   
Patrick Prndeville

Date 7/19/18

Date 7/19/18



July 19, 2018

*PP* *(BKC)*

## NEW BUSINESSES

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

### ARTICLE \_\_

#### NEW BUSINESSES

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

July 19, 2018

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

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

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

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

8. If the validity of one or more of the provisions of this Article is challenged in a court of law or before the NLRB, the New Business, VZ and the Union shall cooperate and take all necessary steps to defend the validity of the Article. If one or more of the provisions of this Article is declared void, the parties agree to modify the Article, if possible, in a manner consistent with the law and the parties' original intent.

July 19, 2018

*PP* *BKE*

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

**APPENDIX A**

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

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

\* As defined in paragraph 1 of this Article.

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

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

July 19, 2018



**APPENDIX B**

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

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

*PJP* July 19, 2018

*BKC*

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

## APPENDIX C

### DISAGREEMENT RESOLUTION PROCESS

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

1. If either party submits an alleged violation or dispute for resolution through this process, the parties, including, if necessary, President and Business Manager, IBEW Local 2213, and the Executive Vice President Human Resources of VZ, shall meet to discuss and resolve it.
2. If the parties are unable to resolve an alleged violation or dispute themselves, they will seek the assistance of a mediator agreed upon by both parties. Once selected, that mediator or an agreed upon replacement shall be the permanent mediator for resolving alleged violations and disputes under this Appendix for the remainder of this Agreement. If a mediator cannot be mutually selected by the parties within a reasonable period of time, each party shall promptly appoint a mediator of its choosing, and those two mediators, using the process they agree upon, shall promptly appoint the mediator to resolve the dispute under this Appendix.
3. If the parties are unable to reach agreement with-the assistance of the mediator, the mediator shall issue a binding decision on those unresolved issues.
4. The procedure the mediator shall use in assisting the parties to reach agreement or in gathering information and deliberating in order to issue a binding decision shall be determined by the mediator under the following guidelines:
  - (a) With respect to disputes in which there are no important factual issues in dispute, there shall be no formal hearings or taking of evidence. Instead, the parties, without the assistance of counsel, shall present their information and positions to the mediator through discussion, rather than a legal or quasi-legal proceeding. In presiding over this process, the mediator shall make every effort to resolve the differences before having to issue a binding decision.
  - (b) With respect to disputes in which there are important factual issues in dispute, either party may request that the mediator



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use expedited arbitration in lieu of (a) above, and the mediator may do so if he believes it will help to resolve the dispute. However, the arbitration shall be informal in nature, without formal rules of evidence and without a transcript. The mediator shall be satisfied that the information submitted is of a type on which he or she can rely, that the proceeding is in all respects a fair one, and that all facts necessary to a fair decision are presented.



July 19, 2018

Ms. Barbara Carson  
Business Manager/President - International Brotherhood of Electrical Workers,  
AFL-CIO, Local 2213  
One Telergy Parkway  
6333 Route 298 – Suite 103  
E. Syracuse, NY 13057

Dear Ms. Carson:

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

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

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

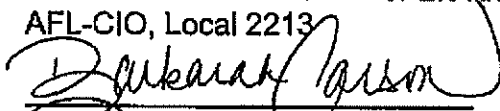
For the purposes of this agreement, telecommunications work shall mean the construction, installation, maintenance, marketing and sales of cable television, video, or information and interactive media services, and new and traditional voice and data telephone services.

COMPANIES

  
\_\_\_\_\_  
Patrick Prindeville

AGREED:

International Brotherhood of Electrical Workers,  
AFL-CIO, Local 2213

  
\_\_\_\_\_  
Barbara Carson, Business Manager/President

July 19, 2018

Ms. Barbara Carson  
Business Manager/President  
International Brotherhood of Electrical Workers,  
AFL-CIO, Local 2213  
One Telergy Parkway  
6333 Route 298 – Suite 103  
E. Syracuse, NY 13057

Dear Ms. Carson:

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

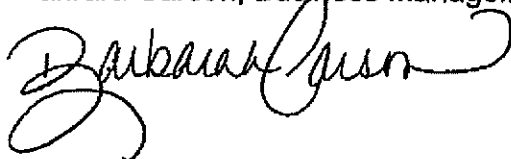
This letter agreement shall be added to the Agreement as an attachment.

  
Patrick Prindeville

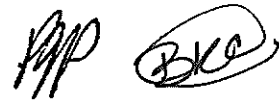
AGREED TO:

International Brotherhood of Electrical Workers,  
AFL-CIO, Local 2213

Barbara Carson, Business Manager/President



July 19, 2018



**ATTACHMENT 2**

**NEW CONTRACTING INITIATIVES**

The letter of agreement on New Contracting Initiatives will be replaced by a new letter of agreement on New Contracting Initiatives to read as follows:

This will confirm our agreement regarding the Company's commitment in connection with new contracting initiatives.

The Company agrees that through December 31, 2022 it will not contract out work that is not being contracted out on the effective date of this agreement.

The parties further agree to continue a Contracting Initiatives Committee, which will be chaired by the Company's Regional Bargaining Agent and the Union's Area Director, each of whom may appoint up to two additional members. The purpose of the Committee is to give the parties the opportunity to conduct open and thorough discussions concerning the Company's intention and rationale regarding the contracting out of bargaining unit work. The Committee will also discuss issues regarding the following exceptions to the restriction on new contracting initiatives: The restriction shall not preclude contracting out work to meet peak load requirements which cannot be covered with overtime or to deal with emergency situations (such as severe weather conditions).

In addition, commencing January 1, 2023 the Company will notify the Union at least six months in advance of any new contracting initiatives. The Contracting Initiatives Committee, will then have the opportunity to discuss such new major initiatives. In these discussions, the goal of the parties will be to balance the needs of customers, the provision of excellent service, and the use of bargaining unit employees to perform bargaining unit work.

July 19, 2018

July 19, 2018



Barbara Carson  
President/Business Manager  
IBEW – Local 2213  
One Telergy Parkway  
6333 Route 298 – Suite 103  
East Syracuse, New York 13057

Dear Ms. Carson:

This will confirm our agreement regarding the proper interpretation of the New Contracting Initiatives letter of agreement dated July 19, 2018.

-“New contract initiative” means contracting out work that is not being contracted out within the same area on the effective date of this agreement. For purposes of this commitment, area shall mean: In New York, Units listed in Section 8.02 of the Plant agreement; in New England, each State.

-“New Contract Initiative” does not include contracting of work if such work was contracted out on a short duration intermittent basis during the three years preceding the effective date of this agreement (except for Company Service work and Field Technician work similar to work performed by Butler Communications).

-Through December 31, 2022, the Company may not increase the level of contracting of traditional telephone work in an area within a title.

-The Company will not implement any new contract initiative between January 1, 2023 and July 1, 2023 if the initiative involves the equivalent of (a) the work of at least 25 full time employees, or (b) the work of 10% of the number of employees in the title and area, whichever is lower.

-The six months notice of new contracting initiatives that the Company is required to give the Union commencing January 1, 2023 shall apply only to new initiatives that involve the equivalent of the work of at least 25 full time employees.

- After the end of the six month notice period, the Company is free to implement planned new contracting initiatives that do not otherwise violate the collective bargaining agreement.

July 19, 2018

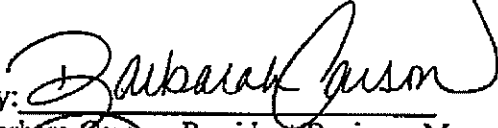
Very truly yours,



Patrick Prindeville  
Executive Director, Labor Relations

AGREED:

International Brotherhood of Electrical Workers,  
AFL-CIO, Local 2213

By:   
Barbara Carson, President/Business Mgr

BKC

July 19, 2018

July 19, 2018

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

Barbara Carson  
President/Business Manager  
IBEW – Local 2213  
One Tefergy Parkway  
6333 Route 298 – Suite 103  
East Syracuse, New York 13057

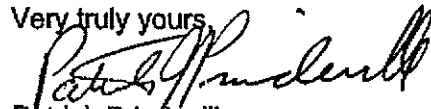
Mr. Myles J. Calvey  
Chairman, System Council T-6  
International Brotherhood of Electrical Workers  
AFL-CIO  
1137 Washington Street  
Dorchester, MA 02124

Dear Ms. Finnigan, Ms. Carson and Mr. Calvey,

Following the Effective Date of the 2018 MOU, the Company and the Unions will meet at mutually agreeable times and locations to attempt to prepare, to the extent reasonably practical, documents that reflect the parties' fully-integrated agreement with respect to individual topics addressed by the collective bargaining agreements (e.g., call sharing), incorporating provisions and attachments in effect from the parties' 2008, 2012 and 2016 MOUs as modified by this 2018 MOU.

These meetings will be attended by four participants to be chosen by the Unions and four participants to be chosen by the Company.

Very truly yours,



Patrick Prindeville  
Executive Director  
Labor Relations

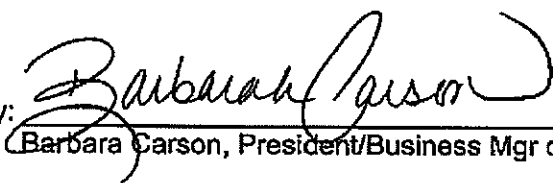
AGREED:

By: \_\_\_\_\_  
Gladys Finnigan, Assistant to the Vice President of District 1

July 19, 2018



By:



Barbara Carson, President/Business Mgr of Local 2213

By:

Myles Calvey, Chairman of System Council T-6