

COLLECTIVE BARGAINING AGREEMENT

between

AVAYA LLC *and*

THE COMMUNICATIONS WORKERS OF AMERICA

EFFECTIVE DECEMBER 15, 2023 THROUGH DECEMBER 15, 2026

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THE AGREEMENT

This Agreement (the “Agreement”) is made and entered into effective December 15, 2023 (the “Effective Date”) by and between Avaya LLC (the “Company” or “Avaya”) and the Communications Workers of America (the “Union” or “CWA”), and which was executed by the parties on April 22, 2025 (the “Signature Date”), and following such Signature Date was ratified by the CWA on April 19, 2025 (the “Ratification Date”). Local agreements were deemed null and void immediately upon the Effective Date of this Agreement.

ARTICLE 1 - RECOGNITION

1 Certification of Membership

The Union hereby certifies that it represents the majority of the employees to whom this Agreement applies, and the Union is the acknowledged, designated and selected collective bargaining representative of such members.

2 Recognition

- (a) The Company recognizes the Union as the exclusive representative of those employees whose current job titles appear in Articles of this Agreement, and those whose job titles are created pursuant to the new titles provisions of the Agreement, and whose permanent reporting location is in a State within which that job title is listed in and who are not represented by another union.
- (b) If during the term of this Agreement, the Union is certified by the National Labor Relations Board or is recognized by the Company as the collective bargaining representative of employees not previously so represented, who occupy job titles or occupations in which other employees are represented by the Union and are covered by this Agreement, such employees shall be included within and be covered by this Agreement upon the conclusion of any negotiations on any necessary amendments thereto.

3 Federal and State Laws

In the event that any provision of this Agreement should be modified or deleted to conform to any federal or state law or regulations, or any order, determination or ruling or regulations of a federal or state administrative agency or court, the Company shall notify the Union in writing. Negotiations shall then take place if requested by the Union. In the event of such negotiations, the changes proposed by the Company shall not be implemented until (a) agreement is reached, or (b) the Company determines that timely action is required by the law, regulation, order, determination or ruling, whichever occurs sooner.

ARTICLE 2 - COLLECTIVE BARGAINING

- 1 The parties hereto agree that collective bargaining shall be carried on between the authorized representative(s) of the Company and the Union, and that no agreement shall be effective and binding upon the Company or the Union unless and until it is reduced to writing and signed by an authorized officer of the Company and the national level of the Union.
- 2 This Agreement constitutes the entire agreement between the parties, and no waiver or modification shall be effective unless signed by the parties hereto, and no such writing, applicable to any particular instance or instances shall be construed as any general waiver or modification, but shall be strictly limited to the extent and occasion specified herein.

3 Mutual Respect

The Company and the Union recognize that it is in the best interest of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual respect. To ensure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning, and consistent with the Union's status as the exclusive bargaining representative of all employees in the unit. Each party shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

ARTICLE 3 - DEFINITIONS

The following definitions are applicable within this Agreement:

1 Definitions Relating to Hours of Work

(a) Calendar Year

A Calendar Year is the period beginning January 1 and ending December 31.

(b) Calendar Week

A Calendar Week is the period of seven (7) consecutive days commencing on Sunday.

(c) Normal Work Week

A Normal Work Week consists of five (5) Normal Tours or their equivalent during a calendar week.

(d) Scheduled Weekly Tour

The portion of the work week comprised of Scheduled Daily Tours, but excluding Non-Scheduled Days.

(e) **Day:**

(1) Calendar Day

A Calendar Day is the twenty-four (24) hour period beginning at midnight.

(2) Weekday

One (1) of the six (6) days, Monday through Saturday, inclusive.

(3) Scheduled Day

A Calendar Day on which an employee is scheduled to work.

(4) Non-Scheduled Day

A Calendar Day on which an employee is not scheduled to work.

(f) Meal Period

A meal period is an unpaid period not longer than one (1) hour during which an employee is excused for a meal.

(g) Relief Period

A relief period is a rest period of fifteen (15) minutes which shall be considered as work time.

(h) Work Time

Work Time consists of all time spent on the job in the performance of Company duties. Work time excludes Meal Periods.

2 Tours

(a) Tour

A Tour is a period of Work Time, whether scheduled or not, which begins and ends at a specified time, exclusive of any Meal Period. The starting time of a Tour determines the day on which the Tour occurs.

(b) Scheduled Daily Tour

The hours of work scheduled for an individual employee for a particular day, beginning and ending at a specified time, exclusive of unpaid meal periods and overtime.

(c) Normal Tour

A Normal Tour is the number of hours of work (exclusive of meal period) which constitutes a full day's work for a Full-Time Employee.

(d) Half Tour

A Half Tour is one-half (1/2) the length of a Normal Tour.

(e) Time of Day

Where time of the day is specified herein, it shall be local time to the employee's assigned job location.

(f) Night Tours:

A Night Tour is a Tour which falls wholly or partially within the following time frame: 6PM – 6AM

(g) Day Tour:

A Day Tour is a Tour which falls wholly within the following time frame: 6AM – 6PM

3 Definitions Relating to Wage Rates

(a) **Standard Rate**

The Standard Rate is the rate of pay assigned to an employee based on the employee's job title.

(b) **Adjusted Rate**

An employee's total rate, resulting from the sum of his or her Standard Rate and any applicable Wage Protection Allowance. Such Adjusted Rate shall be used to calculate overtime payments, percentage payments for Tour bonuses, paid absences, termination payments, and basic pay for group insurance and Savings and Security Plan allotments.

(c) **Daily Adjusted Rate**

The Daily Adjusted Rate is the rate determined by dividing the Adjusted Rate by five (5).

(d) Hourly Adjusted Rate

The Hourly Adjusted Rate is the rate determined by dividing the Adjusted Rate by the number of hours in a Full-Time Employee's Normal Work Week.

(e) Hourly Overtime Base Rate

The Hourly Overtime Base Rate is the Employee's Hourly Adjusted Rate plus:

- (1) In any week during which the employee is entitled to a weekly night differential, the amount obtained by dividing the employee's weekly night differential by the number of hours in her or his Normal Work Week.
- (2) In any week during which the employee is entitled to a daily evening or night differential, the amount obtained by dividing the employee's daily evening or night differential payment by the number of hours corresponding to the employee's Normal Tour for that day.

(f) Overtime Rates:

(1) Time and One-Half

Pay at one hundred and fifty percent (150%) of an employee's Hourly Overtime Base Rate. Pay at Time and One-Half shall apply:

- (i) For hours worked outside an employee's Scheduled Daily Tour provided the Scheduled Daily Tour actually worked by the employee on such day is eight (8) hour or more.
- (ii) For hours worked in excess of forty (40) regularly scheduled hours during the work week.
- (iii) On a Non-Scheduled Day other than a holiday.

(2) Double Time

Pay at two hundred percent (200%) of an employee's Hourly Overtime Base Rate. Pay at Double Time shall apply for overtime hours paid at Time and One-Half in excess of eight (8) in the work week including payments for call-ins and call-ups paid at Time and One-Half.

(3) Double Time and One-Half

Pay at two hundred and fifty percent (250%) of an employee's Hourly Overtime Base Rate. Pay at Double Time and One-Half shall apply to authorized time worked on the day on which a holiday is observed.

(4) Overtime Adjustment:

When an employee receives one or more of the following daily or weekly allowances for performing certain work, an Overtime Adjustment shall be made as described in Paragraph (5) below:

1. Changed Schedule Payments
2. Management Relief Differential
3. On-Call Allowance
4. Shifted Tour Differential
5. Special City Allowance (as defined in Appendix 4)
6. Temporary Assignment to Higher Occupational Job Classification

(5) An Overtime Adjustment is made as follows:

$$\frac{\text{SUM OF ALLOWANCES PAID FOR WEEK}}{\begin{array}{l} \text{divided by} \\ \text{(\# of hours in Scheduled Weekly Tour + Overtime Hours Worked in Week)} \\ \text{times} \\ \text{Total Overtime Hours Worked in Week} \\ \text{times} \\ \text{.5 plus .009} \end{array}}$$

4 Definitions Relating to Types of Employees

- (a) The term "employee(s)" for the purpose of this Agreement shall refer only to employees of the Company included within the bargaining unit as specified in Article 1 (Recognition).
- (b) "Full-Time Employee" shall mean any employee included within the bargaining unit as a job listed on Appendix 1 whose employment is not expected to terminate after a finite amount of time or after a specific project and who, on average during any six (6) month period, is regularly scheduled to work thirty-five (35) or more hours in any calendar week.
- (c) "Part-Time Employee" shall mean any employee included within the bargaining unit as a job listed on Appendix 1 whose employment is not expected to terminate

after a finite amount of time or after a specific project and who, on average during any six (6) month period, is regularly scheduled to work less than thirty-five (35) hours in any calendar week.

- (1) Other than with respect to wage rates, Part-Time Employees shall receive a pro-rata entitlement to any payments or benefits provided to Full-Time Employees under this Agreement, and such employee's eligibility for any benefits shall be governed by the terms of the applicable benefit plan.
 - (2) The Company shall have the right to hire new employees as Part-Time Employees dependent on business needs.
- (d) "Temporary Employee" shall mean any employee included within the bargaining unit as a job listed on Appendix 1 that is hired for a specific amount of time or for a specific project, in either case not to exceed three (3) years.
- (e) For the avoidance of doubt, the following Articles shall not apply to Temporary Employees:
- (i) Article 19 (Incentive Award Plan for Represented Employees)
 - (ii) Article 21 (Transfers, Travel Allowances, and Moving Expenses)
 - (iii) Article 27 (Avaya Career Transition Option Program)
 - (iv) Article 28 (Education and Development)
 - (v) Article 34 (Termination Payments)
 - (vi) Article 35 (Reassignment Pay Protection Plan)
 - (vii) Article 38 (Employees in Military Service)

5 Definitions – Other

- (a) "ACTOP" shall mean the Avaya Career Transition Option Program.
- (b) "ASP" shall mean the Avaya 401(K) Savings Plan.
- (c) "Certification Program" shall mean the Senior Technician Certification Bonus Program.
- (d) "CWA-COPE PAC" shall mean the CWA-COPE Political Action Committee.
- (e) "DOD" shall mean the Department of Defense.

- (f) “DOT” shall mean the Department of Transportation.
- (g) “Effective Date Employees” shall mean all bargaining unit employees employed by the Company on the Effective Date of this Agreement.
- (h) “FMLA” shall mean the federal Family and Medical Leave Act.
- (i) “GCA” shall mean Geographical Commuting Area.
- (j) “JHCC” shall mean the Joint Health Care Committee.
- (k) “JMC” shall mean the Avaya Job Match Center.
- (l) “LPA” shall mean the Local Placement Area.
- (m) “Medical Plan” shall mean the Company’s Medical Plan available to represented employees.
- (n) “MVUP” shall mean the Motor Vehicle Usage Plan.
- (o) “Net Credited Service” shall mean “term of employment” as set forth in the pension plan applicable to employees covered by this Agreement
- (p) “Performance Award” shall mean the Avaya Award for eligible bargaining unit employees.
- (q) “Performance Cycle” shall mean the annual performance cycle corresponding to the Avaya fiscal year.
- (r) “Seniority” shall be determined by the Net Credited Service of the employees affected. In force adjustment situations, when the affected employees have the same Net Credited Service, Seniority shall be determined by using the last four (4) digits of the employees’ social security numbers, 0000 being the lowest Seniority, and 9999 being the highest Seniority.
- (s) “SLP” shall mean the Special Leave Program.
- (t) “Termination Payments” shall have the meaning assigned to it in Article 34.
- (u) “TLA” shall mean Transition Leave of Absence.
- (v) “TPN” shall mean Third Party Neutral.
- (w) “Uniformed Services” shall mean Uniformed Services of the United States as specified in the Uniformed Services Employment and Reemployment Rights Act of 1994.

ARTICLE 4 - AUTHORIZED UNION REPRESENTATIVES

1 Notices Regarding Union Organization

The Union agrees that its President or a person duly empowered to act in the President's behalf shall keep the Company's Labor Relations Manager or their designee(s), currently advised, in writing, of the representatives of the National Union who are authorized to deal with the Company regarding employees in the bargaining unit and regarding such matters as designating the locals which have been established, designating the officers or other authorized representatives of such locals and indicating the jurisdiction of such locals and their representatives. The Union agrees further that such notifications and authorizations shall designate the Union representative or representatives to whom notices, information, certifications and services by Company representatives, as are provided for in this Agreement, shall be directed or furnished.

2 Promotion, Transfer Assignment of Union Officers

The Company shall not promote or transfer any employee who is serving as a duly elected Officer or Executive Board Representative or Chief Steward (or their equivalent) to a position that would affect the employee's status as a Union Officer, Executive Board Representative or Chief Steward (or their equivalent) without first notifying the Union. The Company shall give the Union written notice at least seven (7) calendar days prior to the effective date of such promotion or transfer.

3 Absence for Union Activities

- (a) Operational requirements of the Company permitting, employees who are authorized representatives of the Union will be excused without pay, except as specified in Article 10 (Grievance Procedure), and in Article 6 (Union Activities) of this Agreement, at the request of an authorized representative of the Union to attend to the business of the Union. The Union shall make all requests for excused absences as far in advance as possible.
- (b) If an employee's total excused unpaid time off for Union business exceeds one hundred fifty (150) work days in a Calendar Year or exceeds thirty (30) consecutive Calendar Days, the employee shall take a formal leave of absence. Time spent in joint meetings with management held at the Company's request shall not be included in computing an employee's total excused unpaid time off for Union business. Meetings with management shall be considered as breaking a continuous period of absence.

4 Leave of Absence for Union Activities

- (a) Requests for leaves of absence without pay while on business pertaining to the Union shall be made to the Company by the Union on the employee's behalf.

- (b) The requests shall be in writing and shall contain the reasons for such leaves of absence.
- (c) The leave of absence without pay granted by the Company for Union business shall be for an initial period of not less than thirty (30) Calendar Days and not to exceed one (1) year.
- (d) Additional leaves of absence for initial periods of thirty (30) days and not to exceed one (1) year, shall be granted, all of which shall be with service credit.
- (e) For such leaves of absence, an employee shall:
 - (1) receive full service credit for all purposes except for any salary increase or wage progression;
 - (2) be eligible for death benefits;
 - (3) be eligible for the benefit plans and programs as listed in Article 23(2) (Benefits) in accordance with the terms of such benefit plans; and
 - (4) be eligible to participate in the Avaya Service Anniversary Award on the same terms and conditions as active employees.
- (f) Meetings with Company management during a period of leave of absence shall not be considered as breaking a continuous period of leave of absence and shall be included in the period of such leave.
- (g) Upon application for reinstatement at or prior to expiration of leave of absence, employee(s) shall be returned to a job of like status and pay.

ARTICLE 5 - UNION REPRESENTATION

- 1 At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, a Union representative may be present if the employee so requests.
- 2 At any investigatory interview between a representative of the Company and an employee, wherein the employee reasonably believes that the information obtained may be used as the basis for disciplinary action against the interviewed employee, a Union representative may be present if the employee so requests.

ARTICLE 6 - UNION ACTIVITIES

- 1 **Bulletin Boards**

The Company agrees that it will furnish and mount bulletin boards to be used exclusively by the Union at each office or facility location, except at locations in buildings not owned by the Company where the landlord or owner objects. The location, number, size and construction of such bulletin boards shall be subject to the approval of the Company. The use of such bulletin boards shall be considered proper when confined to factual notices and announcements of the Union.

Material to be posted shall not contain anything of a controversial nature, anything derogatory to the Company or employees, or anything that will detrimentally affect Company operations. If the Company objects to any posted material, the Union shall remove the objectionable material immediately.

2 Union Activity On Company Premises

- (a) The Union, or employees acting as its officers or agents, may conduct Union activities, including solicitation of members and distribution of Union literature, on Company premises with advance notification to local management. Solicitation shall be permitted on Company premises when both the employees performing the solicitation and the employees to whom the solicitation is directed are on non-Work Time (such as lunch periods, Relief Periods, and before or after Work Time). Distribution of Union literature may take place only in areas where no work is performed and on the employee's non- Work Time. Union activities shall not be conducted in a manner which will interfere with the operations of the business or with Company facilities.
- (b) Union representatives or members who are not employees may enter upon Company premises after obtaining approval from a management representative of the Company. To avoid the need to obtain such approval each time a Union representative or member who is not an employee of the Company wishes to enter upon any Company premises, the Company's Labor Relations Manager or their designee(s) may, upon application by the Union, grant approval for all Company locations designated in the approval for a stated period of time (provided, for the avoidance of doubt, that such approval may be revoked by the Company at any time in its sole discretion).

3 Union Orientation for New Employees

The Company and the Union agree that the Union will have the opportunity to meet with newly hired employees as part of the overall orientation process for the purpose of furnishing them with information about the Union. The Union's segment of this process will be limited to a maximum of sixty (60) minutes. Time spent during the basic scheduled work period for each employee will be paid as time worked. Orientation for new employees may be conducted virtually.

In addition, the Company also agrees to introduce employees transferring into a different area to the Union representative assigned to that area. Further, the Company agrees to allow the Union representative a thirty (30) minute orientation for these members if this transfer results in an assignment to a new Union local.

4 Payment for Joint Union - Management Activities

Employees who are involved in joint Union-Management business may request that their reasonable time and expenses while participating in such activities be paid by the Company, subject to reasonable limitations as may be set by the Company in accordance with the Company's expense reimbursement policy. If approved in advance, these employees will be paid for time lost while participating in such activities during their Scheduled Weekly Tour. This includes any associated travel time during the employee's Scheduled Weekly Tour. Hours paid while engaged in such joint activities will be considered as time worked.

In addition, such employees will be reimbursed for reasonable and necessary travel and board and lodging expenses which are directly related to their participating in these activities in accordance with the Company's expense reimbursement policy.

ARTICLE 7 - AGENCY SHOP AND COLLECTION OF DUES

1 Agency Shop

- (a) Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues following the Ratification Date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the Ratification Date of this Agreement shall, except as otherwise required by applicable law, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such Ratification Date, or, in the case of employees entering into the bargaining unit after the Ratification Date, starting on or after the thirtieth (30th) day of such entrance, whichever of these dates is later, until the termination of this Agreement.
- (b) For the purpose of this Article, "employee" shall also include any person entering into the bargaining unit.
- (c) The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall re-apply to such employee on the thirtieth (30th) day following his or her return to the bargaining unit. For purposes of this Paragraph, the term "formal separation" shall include transfers out of the bargaining unit, removal from the payroll of the Company and leaves of absence of more than one (1) month duration.

- (d) The Company may inform employees and applicants for employment of their rights and obligations under the provisions of this Article.
- (e) This Article shall only apply to employees in those states where the terms of this Article are permitted by law.

2 Collection of Dues

- (a) Upon receipt of a duly executed payroll deduction authorization (or its electronic equivalent) from an employee authorizing the deduction of union dues, Avaya will initiate deductions for amounts equal to union dues (and, if authorized, an initiation fee) from such employee's salary or wages, sickness or disability payments, or other benefit payments.

- (1) Deduction shall be made from the employee's salary or wages, sickness or disability payments, or other benefit payments or vacation payments as follows:

Employees Paid	Deductions
Weekly	installments in the first 4 weeks each month

- (2) Deductions shall begin during the first (1st) payroll period in the month following receipt of a newly executed payroll deduction authorization by the Company's payroll department, and provided there is sufficient pay available to cover the amount authorized after the following deductions have been made:
 - (i) those required by law, and,
 - (ii) those authorized for Group Life Insurance and Medical Plan premiums.
 - (3) If the scheduled deduction for amounts equal to Union dues cannot be made in the period(s) specified above, such deduction(s) will be made during the consecutive payroll periods ending no later than the last payroll period in the following month.
- (b) Payroll deduction authorizations shall be suspended when an employee:
 - 1. is transferred to a job that is not represented by the CWA,
 - 2. goes on a leave of absence of more than one (1) month, or
 - 3. is removed from the payroll of Avaya.

- (c) Payroll deduction authorizations suspended in accordance with the above provisions shall be reactivated on the first (1st) payroll period following the return of an employee to a job that is represented by the Union.
- (d) Except as provided in Section 2(b) payroll deduction authorizations shall remain in effect during the term of this Agreement when an individual is employed by Avaya unless canceled by such employee. Such cancellation must be individually sent to the Company's payroll department and to the Union by electronic mail during the fourteen (14) day period prior to the anniversary date or termination date of the current or subsequent collective bargaining agreement.
- (e) The Company will send copies of dues revocation notices to the Union as soon as possible following the Company's receipt thereof.
- (f) In the event an employee who cancels a payroll deduction authorization in accordance with the above Paragraph wishes to resume deductions for amounts equal to Union dues, such employee shall be obligated to complete a new payroll deduction authorization.
- (g) By written certification, the Union shall keep Avaya currently informed of the amount of regular monthly dues lawfully in effect in each local having jurisdiction over any employees in the bargaining unit. Such amount or formula shall be uniform for all employees represented by the local.
- (h) Certifications which change the amounts equal to Union dues will be accepted by the Company no more than three (3) times in any Calendar Year.
- (i) Amounts deducted in accordance with the above provisions shall be remitted to the Union no later than the end of the second (2nd) week following the months during which the deductions were made.
- (j) It is recognized that the suspension, reactivation and cancellation procedures for payroll deduction authorizations contained herein shall be observed for all employees in the bargaining unit during the term of this Agreement.
- (k) Further, the Company will continue procedures to permit CWA-represented employees to contribute to the CWA-COPE PAC through payroll deductions. Such procedures shall continue in effect during the term of this Agreement. As provided for in the regulations of the Federal Election Commission, the Union will reimburse the Company for the costs of development, implementation and administration of the payroll deduction system for CWA-COPE PAC. The Union agrees to reimburse the Company for all implementation and administration costs associated herewith. Payroll deductions authorized pursuant to this Agreement will be transmitted to the Treasurer of CWA-COPE PAC on a monthly basis.

- (l) It is understood that Avaya assumes no responsibility for the consequences of any failure to make any deduction or any other errors in connection with the provisions of this Article 7 and that neither Avaya nor any of its officers, agents or employees shall in any way be held liable or responsible for any loss relating thereto.

ARTICLE 8 - CONSTRUCTIVE RELATIONSHIP

- 1 Over the years, the Company and the Union have developed and maintained a mutually constructive, responsible relationship characterized by trust, respect, and cooperation. Recognizing that the best interests of the Company, the Union, employees, managers, and shareowners depend on vigorous and total commitment to product and service quality and customer satisfaction, it is the mutual goal of the parties to ensure that their relationship continues to improve in a positive, constructive manner consistent with the provisions of this Agreement, and that such a relationship promotes superior quality and customer satisfaction.
- 2 The parties firmly believe that through a positive, constructive relationship they can best fulfill their respective responsibilities. These responsibilities include meeting the service and financial goals of all parties; improving employment security and corporate and business unit effectiveness and competitiveness; nurturing member and customer satisfaction; achieving continuous quality improvement; removing barriers to successful operations; and building involvement, commitment and motivation among both managers and employees.
- 3 To fulfill these responsibilities, the Company and the Union are committed to a relationship where information is openly exchanged; problems are solved mutually and cooperatively; critical differences are accepted and accommodated; agreements are developed in good faith; commitments are honored; and day-to-day contacts at every level are stable and reliable.
- 4 During recent years, profound changes have had major impacts on the operations and resources of both the Company and the Union. Such changes will continue, and it is understood that jointly anticipating and responding constructively and cooperatively to change is the key to both Union and Company vitality and prosperity.
- 5 The parties recognize that integrity, trust, respect, and cooperation in their relationship depend on action at all levels, particularly at local levels. Local Union officers and managers are encouraged to identify and develop new approaches to issues which are appropriate for cooperative efforts. It is expected that progress in improving constructive relationships and taking initiative on cooperative efforts will be a primary mutual objective.
- 6 The parties' constructive relationship shall also include but not be limited to open dialogues on topics including reviewing broad technological developments taking place in the industry, discussing technological changes in equipment, organization, or methods of operation that may affect the nature of the work to be performed, sharing information

related to safety issues, environmental health and ergonomic awareness which have impact across the Company and the workplace, discussing and exploring new and existing work opportunities for employees, and discussing and exploring safety and health issues and concerns as well as ergonomics issues involved in the design of work and the work environment.

7 Constructive Relationship Committee

- (a) The Company and the CWA agree to establish a Constructive Relationship Committee to reflect the parties' commitments to the principals contained in this Article.
- (b) The Constructive Relationship Committee will contain three (3) members appointed by the CWA as well as a CWA international representative and three (3) representatives from the Company.
- (c) The Constructive Relationship Committee will aim to meet four (4) times per year during the term of this Agreement, to the extent possible and consistent with business needs. The schedule of meetings for each year shall be agreed to at the end of the preceding year. The parties recognize that flexibility may be needed at times, and accordingly previously scheduled meetings may be rescheduled by mutual agreement. The Constructive Relationship Committee members may also meet informally on an as-needed basis.
- (d) The Constructive Relationship Committee members may analyze issues which arise relating to the principals contained in this Article, and the Constructive Relationship Committee meetings will be a forum for discussing such issues. The Constructive Relationship Committee shall not formulate policy or arrive at binding decisions or agreements, but rather shall be charged with the responsibility to develop facts and recommendations so that the Company and the CWA can make well-informed decisions regarding the matters relating to the principals contained in this Article.

8 Combined Coordinator Position

8.8.1 Combined Coordinator Position

The Company acknowledges that there is a benefit to the CWA to have an ERC Coordinator and Managed Care Program Coordinator available to the represented population. During the duration of this Agreement, the parties agree that the ERC Coordinator position and the Managed Care Program Coordinator position will be combined into one position which will handle both functions (the "Combined Coordinator Position"). The terms and conditions associated with the Combined Coordinator Position are as follows:

- position must be filled by an Avaya Full-Time Employee;
- the Union will recommend the employee to be assigned to this position, and will not be staffed using the Avaya Talent Maker (“ATM”) or article(s) or any applicable collective bargaining agreement;
- employees will be temporarily assigned to this title;
- time spent in this title will count towards time-in-title/grade and time- in-location in the title from which the employee was temporarily assigned;
- if a surplus is declared in the force adjustment universe from which the employee was assigned, the employee will be returned to his/her regular title for the period of the surplus. At the conclusion of the surplus, if the employee neither is laid off nor selects a voluntary option program, then the employee may be temporarily assigned back to the appropriate Coordinator title;
- the employee in this title will not be entitled to: differentials, allowances, or reimbursement provisions. In addition, they will not be authorized to work overtime or holidays without the prior written agreement of the Company’s Labor Relations Manager or his/her designee(s);
- the employee in this title will be entitled to receive payment for all unused vacation days and to receive full termination pay according to the terms of this Agreement at the time of Voluntary Termination Program (VTP)/surplus. In the event that the Combined Coordinator resigns or retires, they will not be subject to the payment provision in accordance with the terms of this Agreement pertaining to a VTP or surplus;
- the General Wage Increase provisions of this Agreement will apply;
- eligible for the Annual Incentive Award pursuant to the terms of this Agreement.

8.8.2 Combined Coordinator Position Responsibilities – ERC Coordinator

The Combined Coordinator Position will be responsible for contributing to support for aspects of the Avaya Career Transition Program for eligible Company employees represented by the CWA. The job duties associated with the ERC portion of the Combined Coordinator Position include, but are not limited to:

- May provide Avaya Career Transition Option Program (ACTOP) assistance to local and national union officials and eligible employees represented by the CWA.
- Review ACTOP employee information packages in order to assist in improving and/or assuring its effectiveness and ease of use for employees.
- Provide Job Match Center administrative support.
- May act as a liaison between Labor Relations and the Union on ACTOP issues.
- assistance and referral concerning benefit programs.
- Provide information on jobs currently being advertised, and assist with entering placement requests into the ATM system
- Provide status of open requisitions.

- Assist in use of the ATM system and encourage self-service to employee participants.
- Other services and counseling deemed to be appropriate.

8.8.3 Combined Coordinator Position Responsibilities – Managed Care Program Coordinator

The Combined Coordinator Position will be responsible for assisting the JHCC in the introduction and on-going issues relating the benefit plans for Avaya employees represented by the CWA. The job duties associated with the Managed Care Program Coordinator portion of the Combined Coordinator Position include, but are not limited to:

- Develop and maintain a working knowledge of the applicable benefit plans and related provisions under the Agreement.
- Assist JHCC members in reviewing quality related communications to represented employees regarding benefit plans.
- At the direction of the JHCC, participate in meetings to communicate features of the benefit plans.
- Collect general information on network operations and provide feedback to the JHCC on specific areas of network performance.
- Assist JHCC members in evaluating network expansions for represented employees represented by the CWA.
- Assist in monitoring ongoing network performance.
- Identify and recommend areas for review by the JHCC that may improve the quality, efficiency, and effectiveness of the Managed Health Programs for active represented employees represented by the CWA.
- At the direction of the JHCC, participate in various ad hoc sub-committees to provide perspective and input into issues confronting the JHCC.
- At the direction of the JHCC, acts as a liaison between the JHCC, local networks and represented employees represented by the CWA during network implementations and expansions.

8.8.4 Current Combined Coordinator Position

As of the Effective Date of this Agreement, the Combined Coordinator Position is held by Teresa Adams, titled as the Employee Resource Coordinator, who is a Customer Care Representative represented by the CWA.

In the event Ms. Adams is replaced in this role in the future, the employee in this title will be paid at a rate of 135% of the wage associated with the position from which the employee was prior to the temporary assignment (up to a maximum of 135% of the wage associated

with the then-current wage scale for a Customer Care Representative with the same seniority as such employee).

ARTICLE 9 - DISCRIMINATION

- 1 In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, national origin, sex, age, handicap, sexual orientation, marital status, or status as a special disabled veteran or veteran of the Vietnam Era, or any military conflict as determined by the Department of Veteran Affairs, or any other category protected by applicable law including creed, disability, and citizenship.
- 2 The use of the masculine or feminine gender or any titles which connote gender in this Agreement shall be construed as including both genders and not as sex limitations unless this Agreement clearly requires a different construction.
- 3 It is mutually agreed that no discrimination shall be practiced by the Company or the Union against any employee because of membership or non-membership in the Union, or by the Company against any member or officer of the Union because of lawful activities on behalf of the Union.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 1 The Company and the Union recognize and confirm that the grievance procedures set forth in this Article 10, and, where applicable, Article 11 (Arbitration) and Article 12 (Mediation), provide the mutually agreed upon and exclusive forums for resolution and settlement of employee disputes during the term of this Agreement. A grievance is a complaint involving the interpretation or application of any of the provisions of this Agreement, or a complaint that an employee(s) has in any manner been unfairly treated. Neither the Company, nor the Union, its locals or representatives will attempt by means other than the grievance, arbitration, and/or mediation procedures to bring about the resolution of any issue which is properly a subject for disposition through such procedures. It shall be the objective of both the Company and the Union to settle the grievance promptly and at the lowest step of the grievance procedure.
- 2 The Grievance Procedure Shall Consist of:

Step 1:

Shall involve the Union representative of the local which has been designated pursuant to Article 4 (Authorized Union Representatives) and the duly designated representative of the Company, normally the first or second level of supervision of the aggrieved employee(s). Any adjustment or settlement of a grievance at Step 1 shall be binding for the particular grievance involved, but shall not be used as precedent by either party.

No grievance shall be considered, nor shall any appeal thereof be handled as a formal grievance, unless a meeting regarding the grievance is requested in writing within sixty (60) Calendar Days of the action or failure to act which is the subject of the grievance. The written request shall be sent to the duly designated representative of the Company, normally the first or second level of supervision of the aggrieved employee(s), and shall state the name(s) of the grievant(s), the issue being grieved, the contract provisions alleged to have been violated, if any, and the remedy sought and shall be delivered to the Company representative prior to the Step 1 meeting.

A meeting to discuss the grievance shall be held promptly, but not later than fourteen (14) Calendar Days after receipt by the Company of the grievance or the notice of the appeal. The decision of the Company shall be confirmed in writing within fourteen (14) Calendar Days of the close of the grievance meeting.

Step 2:

Shall involve an officer of the local Union or his/her designee and the Company's designated representative, normally at the third level of supervision or that individual's designated representative. The spokesperson for the Company and the Union at Step 2 should normally be different from the Company and Union spokesperson at Step 1.

Notice of the grievance appeal shall be in writing and delivered by the Union to the third level supervisor, or that supervisor's designated representative, of the aggrieved employee(s) not later than fourteen (14) Calendar Days after the Company notifies the Union of its decision at Step 1.

The written appeal shall state the name(s) of the grievant(s), the issue being grieved, the contract provisions alleged to have been violated, if any, the remedy sought, and shall outline the reasons for the Union's grievance. Any adjustment or settlement of a grievance at Step 2 shall be binding for the particular grievance involved, but shall not be used as precedent by either party.

A meeting to discuss the grievance shall be held promptly, but not later than fourteen (14) Calendar Days after the notice of appeal. The decision of Company management shall be confirmed in writing within fourteen (14) Calendar Days of the close of the grievance meeting, and shall outline the reasons for the Company's decision.

Step 3:

Shall involve the Vice President of the Union or his or her duly authorized representative and the Company's Labor Relations Manager or their designee(s). Notice of the grievance appeal shall be in writing and delivered to the Company's Labor Relations Manager or their designee(s) not later than thirty (30) Calendar Days after the Company notifies the Union of its decision at Step 2. The written appeal shall state the name(s) of the grievant(s), the issue being grieved, the contract provisions alleged to have been violated, if any, and

the remedy sought. Discussions shall be conducted at such locations mutually agreed upon between the Company's Labor Relations Manager or their designee(s) and the Union's Vice President.

A meeting to discuss the grievance shall be held promptly, but not later than thirty (30) Calendar Days after receipt by the Company of the grievance or the notice of appeal. The decision of the Company at Step 3 of the grievance procedure shall be confirmed in writing within fourteen (14) Calendar Days of the close of the grievance meeting(s) or not later than a mutually agreed upon date. In the event the Company fails to provide the Union with a written response concerning the grievance within 14 days of the close of the Step 3 meeting or by the mutually agreed upon date, the grievance will be deemed to be denied and the Union may pursue the matter to arbitration pursuant to Article 11 (Arbitration).

3 On an individual grievance basis and by mutual agreement in writing, the parties who are to hear the grievance at the next higher step may agree to waive either Step 1 or Step 2 (but not both) in the grievance procedure, but, in no event shall Step 3 be omitted or bypassed.

4 All notices required pursuant to this Article shall be hand delivered, sent by electronic mail, or sent via first class U.S. mail within the time periods set forth herein.

5 The Company and the Union desire to process grievances in an expeditious manner. Accordingly, neither party will recess a grievance at Steps 1 or 2 in excess of sixty (60) Calendar Days. If the grievance meeting is not reconvened within sixty (60) Calendar Days from the initial recess date, the grievance shall be considered denied. The Union may then appeal the grievance in accordance with the time limits set forth herein.

6 The Company and the Union may mutually agree to extend the time limits specified in the grievance procedure, provided such agreement is specified in writing, is limited to a specific grievance, and a new date is established.

7 **Number of Union Representatives and Pay Treatment**

Other than Company representatives, the number of employees (including the aggrieved employee(s) and the designated representatives of the Union) shall be limited to three (3) at all steps of the grievance procedure unless otherwise mutually agreed to by the Company and the Union. Up to two (2) representatives who are Avaya employees, designated by the Union, shall be paid for scheduled time consumed during the grievance meetings. In addition, each of these two (2) employees shall be paid for all time spent traveling in connection with grievance meetings during a Scheduled Daily Tour up to a maximum of two (2) hours for each employee at Step 1 and up to a maximum of four (4) hours for each employee at Step 2. At Step 3, at least one (1) of the Union representatives will be a fully authorized representative of the National Union.

8 **Discussion or Settlement of Grievance**

Any individual employee(s) shall have the right to present grievances directly to the Company and to have such grievances adjusted, without the intervention of the Union, so long as the adjustment is not inconsistent with the terms of this Agreement, and provided that the Union has been given an opportunity to be present at such adjustments. After an employee(s) has referred a grievance to the Union and the Union representative has informed the Company that the Union represents that employee(s), the Company will not discuss (except in the course of any investigation conducted by the Company) or adjust such grievance directly with said employee(s).

ARTICLE 11 - ARBITRATION

1 General

If, at any time following the Ratification Date, a difference arises between the Company and the Union regarding the true intent and meaning of a provision under this Agreement, or a question as to the performance of any obligation hereunder, the grievance procedures set forth in Article 10 (Grievance Procedure) shall be employed in an effort to settle said differences. If the grievance procedures do not result in settlement of the differences, the Union may institute proceedings pursuant to this Article to resolve the dispute in question; it being understood that the right to require arbitration extends only to matters expressly set forth in this Article and which are not otherwise expressly excluded from arbitration.

- (a) If, at any time following the Ratification Date, a dispute arises between the Company and the Union as to whether an employee was dismissed, demoted or suspended for just cause, the grievance procedures set forth in Article 10 (Grievance Procedure) shall be employed in an effort to settle the dispute. If the grievance procedures do not result in settlement of the dispute and the employee has nine (9) months or more of Net Credited Service, the Union may institute proceedings pursuant to this Article to resolve the dispute in question.

2 Election to Arbitrate

Within sixty (60) Calendar Days after completion of the formal grievance procedure set forth in Article 10 (Grievance Procedure), the Union may elect to submit a grievance, which relates to the period following the Ratification Date and is otherwise subject to arbitration under the terms of this Agreement, to arbitration for final decision in accordance with the procedures herein set forth. Such election shall be by written notice to the Company Labor Relations Manager or their designee(s). The written notice shall state the specific grievance and issue to be arbitrated and the contractual provision(s) involved, if any, as well as the remedy sought. For purposes of calculating the above sixty (60) day time period, the formal grievance procedure shall be deemed completed as of the date of the Company's written decision at Step 3. If within sixty (60) Calendar Days following the date of the Company's receipt of the notice of election to arbitrate, no arbitrator has been mutually agreed upon according to the procedures set forth herein, and within one hundred twenty (120) Calendar Days following the notice of election to arbitrate no

application has been made to the American Arbitration Association as provided in Section 3(b), then, absent a mutual extension of time agreement signed by the Union and the Company, such grievance and the election to arbitrate will be considered closed and the grievance shall not be arbitrable.

3 Selection of an Arbitrator

- (a) Any matter submitted to arbitration shall be heard and determined by an impartial arbitrator mutually selected by the Union and the Company.
- (b) If no arbitrator has been mutually agreed upon within sixty (60) days following the date of the Company's receipt of the notice of election to arbitrate and no extension of time has been mutually agreed upon, the Union may, within the following sixty (60) day period, apply to the American Arbitration Association to obtain a list of five (5) arbitrators (all of whom will be members of the National Academy of Arbitrators). One (1) of the five (5) arbitrators on this list will be selected by the parties. If this selection cannot be made, the American Arbitration Association will appoint one (1) of the five (5) arbitrators from the list referenced above to hear the case, unless otherwise mutually agreed to by the Company and the Union.
- (c) The compensation and expenses of the arbitrator and the general administrative expenses of the arbitration shall be borne equally by the Company and the Union. Each party shall be responsible for payment for time consumed by and the expenses of its representatives and witnesses.

4 Conduct of Hearing and Decision of Arbitrator

- (a) The parties agree to commence hearings as expeditiously as possible, but in no event later than one hundred eighty (180) Calendar Days after the selection of an arbitrator.
- (b) The arbitrator shall be confined to the issues submitted for decision and shall not, as a part of any decision, impose upon the parties thereto any obligation to arbitrate on a subject which is not arbitrable pursuant to the terms of this Agreement as a subject for arbitration.
- (c) The arbitrator shall not have authority or jurisdiction: (1) to add to, subtract from, modify, or disregard any provision of this Agreement; (2) to establish or determine any new wage rate or job classification or job differential; or (3) to deal with any grievance unless it involves a specific instance of action or failure to act with respect to an employee or group of employees.
- (d) In disciplinary cases, the arbitrator shall determine whether the discipline was for just cause.

- (1) In the case of dismissal, the arbitrator shall have authority to mitigate or modify the discipline imposed and determine what, if any, remedy is appropriate. In no event, however, shall any retroactive pay treatment extend beyond six (6) months prior to the date of the filing of the appeal to arbitration. Any retroactive pay accorded shall be based on the employee's Adjusted Rate plus evening or night differential, if applicable, less any amount, other than wages, received from the Company, and any amount paid to or receivable by the employee as wages in other employment, and as unemployment benefits under any present or future provision of law for the period of the retroactive pay treatment.
 - (2) Should the arbitrator provide for reinstatement of any discharged employee, calculation of interim earnings to be deducted from a back pay award will not include amounts earned by the grievant in other employment to the extent that the other employment was held while the grievant was employed by the Company and to the extent such other employment is at a comparable level in terms of number of hours worked.
 - (3) In case of suspension, the arbitrator shall have authority to mitigate or modify the discipline imposed and determine what, if any, remedy is appropriate. If the arbitrator awards back pay, the employee shall receive pay for time lost at the employee's Adjusted Rate plus any Tour differentials to which the employee would have been entitled if not suspended.
 - (4) In the case of demotion, the employee shall be compensated for all loss of wages due to the difference in the Adjusted Rates.
 - (5) Employees reinstated pursuant to this Article who have previously submitted an authorization for payroll deduction of union dues or union dues equivalency shall have such amount deducted from any back pay award.
- (e) The arbitrator shall render a decision within thirty (30) Calendar Days after the hearing is closed (if the parties mutually agree to waive briefs) or thirty (30) days after briefs are filed and the record in the case is closed, unless the parties thereto mutually agree to an extension of such time for a decision.
 - (f) In the event the arbitrator sustains a grievance and awards a remedy in accordance with either Paragraphs (d)(1), (d)(3) or (d)(4) above, the Company shall pay the award within thirty (30) days following receipt from the Union of all documentation necessary to compute the payment.
 - (g) The decision of the arbitrator on any matter submitted and decided in accordance herewith shall be in writing and shall be final and binding on the parties thereto as to the particular case submitted, subject to law.

5 Expedited Arbitration

- (a) Following the Ratification Date, in lieu of the procedures specified in Sections 1 (General) through 4 (Conduct of Hearing and Decision of Arbitrator) of this Article, any grievance arising following the Ratification Date involving the suspension of an individual employee, except those which also involve an issue of arbitrability, contract interpretation, or work stoppage (strike) activity and those which are also the subject of an administrative charge or court action shall be submitted to arbitration under the expedited arbitration procedure hereinafter provided within fifteen (15) Calendar Days after the filing of a request for arbitration. In all other grievances arising following the Ratification Date involving disciplinary action which are specifically subject to arbitration under Sections 1 (General) through 4 (Conduct of Hearing and Decision of Arbitrator) of this Article, both parties may, within fifteen (15) Calendar Days after the filing of the request for arbitration, elect to use the expedited arbitration procedure hereinafter provided. The election shall be in writing and, when signed by authorized representatives of the parties, shall be irrevocable. If no such election is made within the foregoing time period, the arbitration procedure in Sections 1 (General) through 4 (Conduct of Hearing and Decision of Arbitrator) shall be followed.

- (b) For purposes of arbitrating expedited arbitrations, the parties shall apply to the American Arbitration Association to obtain a list of five (5) arbitrators (all of whom will be members of the National Academy of Arbitrators, and all of whom must be available for a hearing within ten (10) working days). One (1) of the five (5) arbitrators on this list will be selected by the parties. If this selection cannot be made within ten (10) working days, the American Arbitration Association will appoint one (1) of the five (5) arbitrators from the list referenced above to hear the case, unless otherwise mutually agreed to by the Company and the Union.

- (c) The procedure for expedited arbitration shall be as follows:
 - (1) The parties shall notify the arbitrator in writing on the day of agreement or date of arbitration demands in suspension cases to settle a grievance by expedited arbitration. The arbitrator shall notify the parties in writing of the hearing date.
 - (2) The parties may submit to the arbitrator prior to the hearing a written stipulation of all facts not in dispute.
 - (3) The hearing shall be informal without formal rules of evidence and without a transcript. However, the arbitrator shall be satisfied himself or herself that the evidence submitted is of a type on which he or she can rely, that the hearing is in all respects a fair one, and that all facts necessary to a fair settlement and reasonably obtainable are brought before the arbitrator.

- (4) Within five (5) working days after the hearing, each party may submit a brief written summary of the issues raised at the hearing and arguments supporting its position. The arbitrator shall give his or her settlement within five (5) working days after receiving the briefs. He or she shall provide the parties a brief written statement of the reasons supporting his or her settlement.
- (5) The arbitrator's settlement shall apply only to the instant grievance which shall be settled thereby. It shall not constitute a precedent for other cases or grievances and may not be cited or used as a precedent in other arbitration matters between the parties unless the settlement or modification thereof is adopted by the written concurrence of the representatives of each party at the last step of the grievance procedure.
- (6) The time limits in (1) and (4) of this Paragraph may be extended by agreement of the parties or at the arbitrator's request, in either case, only in emergency situations. Such extensions shall not circumvent the purpose of this procedure.
- (7) In all suspension or dismissal grievances submitted to arbitration under the expedited procedures set forth herein, the arbitrator shall determine whether the discipline was for just cause. In any grievance arbitrated under the expedited procedures, the Company shall under no circumstances be liable for back pay for more than six (6) months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays requested by the Union in which the Company concurs shall not be included in such additional time.
- (8) The arbitrator shall have no authority to add to, subtract from or modify any provisions of this Agreement.
- (9) The decision of the arbitrator will settle the grievance, and the Company and the Union agree to abide by such decision. The compensation and expenses of the arbitrator and the general expenses of the arbitration shall be borne by the Company and the Union in equal parts. Each party shall bear the expense of its representatives and witnesses.
- (10) The time limit for requesting arbitration under this provision shall be the same as in existing procedures.

ARTICLE 12 - MEDIATION

- 1 Upon mutual agreement between the Company's Labor Relations Manager or their designee(s) and the Union's Vice President or his or her designated representative,

- grievances appealed to arbitration may be mediated, with the exception of those involving contract interpretation.
- 2 Within fifteen (15) Calendar Days of the mutual agreement to mediate, the parties will schedule a conference (the “Mediation Conference”) to be held at the earliest available date. Normally, the Mediation Conference will be held in the city in which the grievant is located, and will be conducted in either a Company or Union facility.
 - 3 The spokesperson for the Company will be the Company’s Labor Relations Manager or their designee(s). The spokesperson for the Union will be the CWA Staff Representative assigned the responsibility for the grievant’s Union local. An attorney will not be used by either party at the Mediation Conference unless otherwise mutually agreed to by the Company and the CWA.
 - 4 The grievant, the local Union President or his/her designee, the grievant’s supervisor and District level or above will normally attend the Mediation Conference. Attendance by others at the Mediation Conference shall be limited to those people actually involved in the Mediation Conference.
 - 5 All written material that is presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the Mediation Conference. The mediator may, however, retain one copy of the written grievance to be used solely for purposes of statistical analysis.
 - 6 Proceedings before the mediator shall be informal in nature. The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The rules of evidence will not apply, and no record of the Mediation Conference shall be made.
 - 7 The mediator may meet separately with the parties during the Mediation Conference, but will not have the authority to compel the resolution of a grievance.
 - 8 The Company and Union spokespersons at the Mediation Conference may accept the resolution proposed by the mediator and such settlement or any other settlement resulting from the Mediation Conference shall not be precedent setting.
 - 9 If no settlement is reached during the Mediation Conference, the mediator shall provide the parties with an immediate oral advisory opinion, unless both parties agree that no opinion shall be provided. The mediator shall state the basis for his or her advisory opinion.
 - 10 If no settlement is reached as a result of the Mediation Conference, the grievance may be scheduled for arbitration in accordance with this Agreement.
 - 11 In the event that a grievance which has been mediated subsequently is arbitrated, no person serving as a mediator between these parties may serve as arbitrator. Neither party may at the arbitration hearing refer to presentations made by the other party at the Mediation

Conference, the fact that a Mediation Conference was held, or any statements made by the mediator.

- 12 By agreeing to schedule a Mediation Conference the Company does not acknowledge that the case is properly subject to arbitration and reserves the right to raise this issue notwithstanding its agreement to schedule such a conference.
- 13 The compensation and expenses of the mediator and the general administrative expenses of the Mediation Conference shall be borne equally by the parties. Each party shall be responsible for payment for time consumed by and expenses of its representatives.

ARTICLE 13 - DISCIPLINE

1 Warnings

A warned employee is one who receives a written warning, that is to be recorded in their personnel file, which includes an indication of possible future consequences and may be considered as a basis for future disciplinary action.

2 Demotions

A demoted employee, for the purpose of this Article, is one who has been moved for disciplinary reasons, from one job title to another job title having a lower wage rate.

3 Suspensions

A suspended employee is one who has been denied work for disciplinary reasons for any period.

4 Dismissals

A dismissed employee is one whose service is terminated for any reason other than transfer, resignation, layoff (or work completed for Temporary Employees), voluntary retirement or death.

- 5 In the event the Company warns, demotes, suspends, or dismisses any employee, the Union may appeal such action pursuant to the provisions of Article 10 (Grievance Procedure) of this Agreement.

- 6 A grievance appeal concerning a demotion, suspension, or dismissal of an employee who has nine (9) months or more of Net Credited Service may also be reviewed pursuant to the provisions of Article 11 (Arbitration) of this Agreement.

ARTICLE 14 - PERSONNEL RECORDS

- 1 Once in each year (and more frequently in unique circumstances where the employee so requests and the Company agrees), employees may inspect their personnel records or their medical records in accordance with the Company's practices concerning inspection of personnel records or medical records. Upon the employee's inspection request, the Company will produce such records for inspection within thirty (30) days, absent extenuating circumstances.
- 2 When an employee receives a warning of suspension, demotion or discharge that is to be recorded in the employee's personnel file, the Company will provide a copy of the warning to the warned employee. A copy of the warning will be given upon request to a Union Representative if he/she is present pursuant to the provisions of Article 5 (Union Representation).

ARTICLE 15 - APPEARANCE GUIDELINES

- 1 The parties recognize and agree that, consistent with the professional image vital to the Company, all employees are expected to be neat and well-groomed at all times. Appearance should be appropriate for the community in which the employee works, in keeping with the job assignment, and consistent with what is acceptable for employees in other similar type business establishments.
- 2 Explicit in the parties' expectations is a recognition between the Company and the Union that all employees should wear appropriate attire for the work assignment expected to be performed.
- 3 In the event of a dispute concerning whether appearance guidelines promulgated or in effect in a particular office or facility are consistent with these expectations, the grievance procedure shall be utilized. If the parties are unable to resolve the dispute in the grievance procedure, the Union may proceed to arbitration pursuant to the provisions of Article 11 (Arbitration) of this Agreement. The arbitrator shall determine whether the appearance guidelines promulgated or in effect are reasonable.

ARTICLE 16 - SAFETY

- 1 Safety and health is a mutual concern to the Company and the Union. Together the parties recognize the need for a work environment in which safe, ergonomically correct operation can be achieved in all phases of work. The parties all recognize the need to promote better understanding and acceptance of safety, health and ergonomics principles by all employees for their own safety and health, and that of their fellow employees, customers and the general public. The Company and the Union are also committed to discussing and exploring safety and health issues and concerns as well as ergonomics issues involved in the design of work and the work environment.

- 2 To achieve these safety objectives, the Company and the Union will continue to encourage employee participation in safety awareness training. Further, the Company shall have the right to establish and enforce safety policies, as well as mandate safety training for all employees, provided that such actions are not carried out in a discriminatory manner against represented employees. The Company shall consider recommendations from the Constructive Relationship Committee when establishing such policies.
- 3 When an employee expresses reasonable concerns about their personal safety in connection with assignments in localities in which it is reasonable for them to believe that they may be victims of assault or other criminal activity, the employee will not be required to work alone.
- 4 Ergonomic equipment requests made by employees will be considered through the Avaya Workplace Accommodation process. Additionally, the Company will provide safety equipment, including safety eyewear, that is necessary for an employee's work assignment in accordance with OSHA standards or customer requirements and Company practices.
- 5 For the safety and wellbeing of the employees, the employee should generally have eight (8) hours of rest in each twenty-four (24) hour period. The Company and the employees shall normally limit continuous periods of work to sixteen (16) hours or less in a twenty-four (24) hour period.
- 6 When an employee completes a period of work of unusually long duration, the employee shall be excused for part or all of his next scheduled Tour with pay if, in the judgment of the Company with the input of the employee, the employee has had insufficient rest to enable him to safely work part or all of the scheduled Tour.

ARTICLE 17 - DRUG TESTING

- 1 The Company and the Union recognize that, during the life of this Agreement, certain of the Company's employees will be or may become subject to such laws or regulations. The Company and the Union agree that drug testing including, but not limited to, random drug testing, of bargaining unit employees may be conducted as required by law or government regulation. The Company and the Union further recognize that current DOD and DOT regulations do not require the imposition of sanctions or disciplinary action against any employee to be found to be using drugs illegally. Accordingly, the Company further agrees that it will take no adverse action against such an employee, as a direct and immediate result of information obtained in a test applied under DOD or DOT regulation, other than to transfer the employee from a position that is subject to the regulations. In the event an employee sues the Union and/or the Company because of the enforcement or Company's compliance with such regulations, the Union shall be held harmless by the Company. The Company further agrees to notify the Union if it enters into a contract with the DOD which includes the "Drug-Free Work Force" clause currently prescribed by DOD regulations or has positions which are subject to regulations under the DOT, and to submit in written form its proposal regarding any testing program. Upon such notification, the Union agrees to

enter into negotiations concerning the program. Should agreement not be reached within thirty (30) days from such date of notification, the Company may implement the program only to the extent necessary to meet the requirements of the Drug-Free Work Force clause and applicable DOD/DOT regulations.

ARTICLE 18 - TITLES AND WAGES

1 Wage Schedules

- (a) Wage Schedules for job titles and levels in this Agreement are contained in the Wage Schedules found in Appendix 3 of this Agreement. Such Wage Schedules are exclusive of all differentials and other special payments.

2 General Wage Increases

- (a) As of the Effective Date of this Agreement the Standard Rate of current employees was increased by five and one half percent (5.5%) as of such Effective Date, was increased an additional four and one half percent (4.5%) on the one-year anniversary of such Effective Date, and will also increase an additional four percent (4%) one additional time on the two-year anniversary of such Effective Date. The foregoing wage rates and increases are reflected in the Wage Schedule Tables contained in Appendix 3 to this Agreement.

3 Wage Progression

- (a) The Standard Rate of each employee whose Standard Rate is below the Maximum Rate of his or her Wage Schedule shall be increased during the term of this Agreement following the Ratification Date, provided that such employee has sixty (60) days Net Credited Service on the effective date of the scheduled increase.
- (b) Following the Ratification Date, progression increases (if any) shall be on a semi-annual basis and shall be effective at the beginning of the week of the first weekly pay date in September and March.

4 Starting Rates

- (a) If business conditions require, or when employee's qualifications (in the judgment of the Company) justify starting rates higher than the minimum, such higher rates may be granted. Such starting rates will be granted based on the Company's non-management employee starting wage policy which following prescribed guidelines includes wage credit for job related work or military experience, job-related training or job-related skills, licenses or certificates. In no case shall an employee be paid less than the starting rate on the Wage Schedule applicable to the employee's title.

- (b) Whenever the Company hires Full-Time or Part-Time Employees (except Temporary Employees) at above the start rate due to employment market conditions, incumbent employees who are at lower Standard Rates in the same organization and same title and work location shall have their Standard Rate and equivalent service date (wage progression clock) adjusted to that of the new hire effective as of the new hire start date.

5 Transfers

When an employee is permanently involuntarily transferred within the bargaining unit to another locality where a different Wage Schedule is applicable, the employee's Standard Rate shall be adjusted to conform to the Wage Schedule in the new locality. If the transfer is temporary, then the Wage Schedule in effect at the employee's permanent work location will be applicable.

6 Reassignment to a Title Having a Lower Maximum Standard Rate in Same Locality

When an employee is reassigned to a title having a lower maximum Standard Rate, such employee's Standard Rate shall be reduced if:

- (a) The employee is reassigned to his or her former title following a temporary promotion, in which case the Standard Rate shall be adjusted to the Standard Rate the employee would have acquired had the employee remained in the lower title;
- (b) The reassignment is employee initiated, in which case the employee's new Standard Rate will be determined by placing the employee on the same step of the lower schedule as the employee occupied on the higher schedule;
- (c) The employee's Standard Rate is higher than the maximum indicated in the wage schedule applicable to the employee's new title, in which case the employee's Standard Rate shall be reduced to such maximum, except as indicated in Article 35 (Reassignment Pay Protection Plan); or
- (d) The employee is reassigned because of failure to meet requirements of the job.

7 Wage Treatment

- (a) In determining a candidate's qualifications for promotion within the bargaining unit, the Company will consider many factors including, but not limited to, Seniority, attendance, job performance, participation in overflow work, technical skills and experience. If qualifications are substantially equal, the senior net credited service employee will be selected. The selection shall be subject to the procedures of Article 10 (Grievance) and of Article 11 (Arbitration). The decisions of the Company concerning whether qualifications of the candidates are

substantially equal shall be controlling unless the Company is shown to have acted arbitrarily or in bad faith.

- (b) Employees who move within and the same job title within the same wage table to another location where a different wage area is applicable shall have their Standard Rate adjusted to conform to the schedule in the new locality.
- (c) Employees who move to a wage schedule with fixed periodic steps:
 - (1) Promotion - move from present Standard Rate to a whole step above the nearest step on the new schedule
 - (2) Lateral - move from present Standard Rate to nearest step on new schedule insuring no loss in pay
 - (3) Demotion - move from present Standard Rate to the nearest step on new schedule insuring no gain in pay
- (d) In no event shall an employee's new Standard Rate be above the maximum rate of the new schedule.

8 Tentative Wage Schedule Assignments

If an employee whose title is listed in Appendix 1, is assigned to a new territory or locality for which no wage schedule assignment is indicated for the employee's title in Appendix 3, the Company shall make a tentative wage schedule assignment to cover the situation. If the final wage schedule assignment is different from the tentative assignment, an employee who holds such position during the period of tentative assignment shall be eligible to receive wage treatment during such period in accordance with the final assignment.

9 Ratification Bonus

A one-time, lump sum payment in the amount of one thousand five hundred dollars (\$1,500), less applicable tax withholdings, pro-rated for other than Full-Time Employees, shall be payable as soon as practicable following the Ratification Date of this Agreement to those members of the bargaining unit who are on payroll as of the Ratification Date.

ARTICLE 19 - INCENTIVE AWARD PLAN FOR REPRESENTED EMPLOYEES

1 Overview

- (a) Avaya is committed to delivering superior, sustained increases in shareholder value. To achieve this goal, every member of the Avaya team should be linked to the Company's business objectives. When all parties are committed to the values of innovation, quality and speed they can achieve superior results.

- (b) Pay for performance means that those who contribute to the Company's results can share financially in that success.
- (c) Performance Awards will be based on an annual performance cycle corresponding to the Avaya fiscal year (the "Performance Cycle").

2 Avaya Performance Award

- (a) The Avaya Award for eligible bargaining unit employees will be five hundred dollars (\$500) (the "Performance Award") per Performance Cycle during the term of this Agreement.

3 Eligibility and Proration

- (a) Subject to the proration and eligibility criteria and exceptions set forth in this Section 3, represented Full-Time Employees and Part-Time Employees (but not any Temporary Employees) covered by this Agreement who were on active payroll through the end of the applicable Performance Cycle and who, on the date of payment of the Performance Award, are actively employed with the Company and in good standing (subject to certain exceptions provided below) shall be eligible for payment in accordance with the terms of this Article.
- (b) If an eligible employee who was employed through the end of the applicable Performance Cycle and was awarded a Performance Award for that Performance Cycle is involuntarily terminated other than for cause or misconduct following the end of a Performance Cycle but prior to the payment of the Performance Award are eligible for payment of the Performance Award earned for that Performance Cycle (subject to any proration based on days on active payroll during the applicable Performance Cycle in accordance with Paragraph 3(d) below).
- (c) If an eligible employee who was employed through the end of an applicable Performance Cycle and was awarded a Performance Award for that Performance Cycle dies prior to the payment of the Performance Award, the Company shall pay the Performance Award to the employee's estate or heirs (subject to any proration based on days on active payroll during the applicable Performance Cycle in accordance with Paragraph 3(d) below).
- (d) Any Performance Award earned by an employee shall be subject to proration in accordance with the below:
 - (i) Performance Awards shall be prorated for employees who were employed for less than the full Performance Cycle as a result of hire date or who were on a leave of absence or layoff status during the Performance Cycle, based on the number of days the employee was on active payroll (and, for the avoidance of doubt, being on any layoff of leave status shall not count as

being on active payroll for purposes of this Article 19). Such employee will receive a prorated award based upon the number of days the employee was on the active payroll during the applicable Performance Cycle.

- (ii) Employees who are assigned as non-represented salaried or management employees for a portion of the Performance Cycle shall receive a proportionate amount of the applicable awards under this Article based upon the number of days the employee was assigned as a represented employee.
- (iii) An eligible Part-Time Employee shall receive a proportionate amount of the applicable full-time awards, which amount shall equal the Performance Award such employee would receive if the employee was a Full-Time Employee, multiplied by a fraction, the numerator of which shall be the average number of hours the employee was regularly scheduled to work during the applicable Performance Cycle (up to a maximum of thirty-five (35)), and the denominator of which shall be thirty-five (35).
- (iv) For the purposes of this Article 19 (Avaya Award for Represented Employees), an employee on a leave shall not be considered on active payroll, provided, however, that for the types of leave specified below the employee will be credited for number of days specified below as on active payroll for the applicable Performance Cycle for purposes of calculating any prorated Performance Award:

Type of Leave	Days Credited as on Active Payroll
Anticipated Disability Leaves of Absence	Absence period attributable to actual disability plus a 30-day grace period
Military (more than 30 days)	Paid military absence period plus a 30-day grace period
All other leaves of absence including Family Care Leave	Absence period attributable to actual disability (if applicable) plus a 30-day grace period
Family Medical Leave	Absence period attributable if required by Law.

4 **Application of the Performance Awards to Payments for Overtime Worked and Other Benefits**

- (a) Upon payment of a Performance Award, an Overtime Adjustment will be calculated based upon the period covered by the award using the standard Overtime Adjustment formula based on the sum total of such Performance Awards received by an employee.
- (b) The Performance Award amount shall be included in the calculation of annual pay for the purposes of calculating Group Life Insurance benefits.
- (c) The Awards will not be part of the employee's Standard Rate of pay or basic wages for any other purpose nor shall they enter into the computation of any payments made under any other pension or benefits plan, fringe benefit, allowance or differential.

5 General

- (a) Awards will be paid no later than seventy-five (75) days after the end of the corresponding Performance Cycle and will be subject to applicable taxes, deductions and withholdings.
- (b) The Union may present grievances related to matters covered by the Plan. Any such grievance shall be filed at the final step of the grievance procedure. However, grievances and arbitration of grievances relating to the matters covered by this Article shall be limited to whether or not the Performance Award was paid as required by the Agreement. Any such arbitration demand must be filed within ten (10) business days following receipt of the Company's answer in the final step in the grievance procedure.
- (c) The Company shall have the right to initiate, modify, or terminate additional bonus or incentive plans for represented employees.

ARTICLE 20 - OVERFLOW WORK

- 1 The Company and the Union recognize the need for employees to have additional work opportunities and training, and the value of business efficiency for the overall success of the Company. Accordingly, bargaining unit employees may be assigned overflow work ordinarily handled by non-bargaining unit employees, which may include but shall not be limited to those in the job titles of Technical Support Engineer and Senior Technical Specialist (and provided that, to the extent such overflow work will involve work ordinarily handled by employees in job titles other than these job titles or similarly situated or comparable job titles, the Company shall provide the Union with fourteen (14) days advance notice and an opportunity to discuss prior to implementation). The Company will provide any training it deems necessary to prepare an employee for any overflow work the employee will handle. In recognition of the assistance that bargaining unit employees will provide to the Company by handling overflow work, an employee's involvement in, and amount of, overflow work will be considered in employee evaluations and promotion

decisions. The Company may start or stop the practice of overflow work at any time, and in no event will overflow work be considered part of the bargaining unit work. Further, for the avoidance of doubt, an employee's performance of overflow work shall not qualify for the Management Relief Differential pursuant to Article 39, Section 3(f) below.

- 2 Overflow work is intended to supplement, but not replace, an employee's performance of his or her regular job duties. Accordingly, the amount of overflow work performed by any individual bargaining unit employee shall not constitute the majority of work performed by such individual for the Company on a quarterly basis. If, during the term of this Agreement, the amount of overflow work being performed by a bargaining unit employee exceeds the amount of time such individual spends not performing overflow work, the Company agrees to notify the Union and discuss potential resolutions.
- 3 The parties acknowledge that a system for tracking the amount of overflow work performed by each employee does not yet exist, but the Company agrees to develop such system or records within six (6) months following the Ratification Date of this Agreement.
- 4 In any Force Adjustment Region where overflow work is being performed by bargaining unit employees, there will be no involuntary layoffs of bargaining unit employees in such Force Adjustment Region while such overflow work is being performed.

ARTICLE 21 - TRANSFERS, TRAVEL ALLOWANCES, AND MOVING EXPENSES

- 1 The Company may transfer, assign or reassign, temporarily or permanently, employees from one job title to another, from one job assignment to another within the same job title and/or from one work location to another. Permanent transfers, assignments or reassignments will be accomplished in accordance with the following:
 - (a) The Company may permanently transfer, assign, or reassign employees within a GCA, as the Company may deem necessary or appropriate. Employees' Seniority shall be taken into account in the treatment of employees insofar as the conditions of the business and the abilities of the employees permit. A GCA will include work locations within reasonable commuting distances and shall be defined by the Company and the Union.
 - (b) When the Company finds it necessary or appropriate to permanently transfer, assign or reassign employees to a reporting location which is outside the GCA, the Company may seek volunteers in the job titles in the GCA from which the transfer, assignment or reassignment is to be made. The transfer, assignment or reassignment will be accomplished from among the volunteers in descending order of Seniority, provided the Company determines that the volunteers are qualified and can be released.

- (c) If the Company determines that it cannot effect the transfer, assignment or reassignment pursuant to Paragraph 1(b) above from among the volunteers, the transfer, assignment or reassignment will be effected from among employees in the job title(s) in the GCA from which the transfer, assignment or reassignment is to be made in inverse order of Seniority, provided the Company determines that those employees are qualified and can be released. If such transfer, assignment or reassignment would require an affected employee to relocate his or her residence as provided under Section 7 (“Moving Expenses”) below and that employee refuses the assignment, the Company will implement the procedures set forth in Article 33 (Force Adjustment – Layoff, Part-Timing, and Recall) of this Agreement.
- (d) Before an employee is involuntarily downgraded pursuant to this Article, the Company will provide advance notice to the Union. Within fifteen (15) days from such notice, the Union may initiate discussions relative to alternatives prior to involuntary downgrades.
- (e) Insofar as the conditions of the business and the abilities of the employees permit, the provisions of Paragraphs 1(a), 1(b) and 1(c) shall apply to temporary transfers, assignments or reassignments.
- (f) For the avoidance of doubt, any employee who voluntarily elects for a transfer, assignment, reassignment, or other relocation or move in connection with their employment shall not be eligible for the allowances, expenses, and other payments provided in this Article 21, provided, further, that relocation expenses for any Avaya Transfer Program (ATP) Surplus Placement program employee who is involuntarily relocated to a position that is outside his/her LPA, or any employee exercising such employee’s rights under Article 33(1)(d), shall be governed by Article 33 (Force Adjustment – Layoff, Part-Timing, and Recall).

2 Travel Allowances – Temporary Transfers, Assignments or Reassignments Within Commuting Distance

An employee temporarily transferred, assigned or reassigned to a reporting location within commuting distance of the employee’s regular reporting location (whether or not it is within the employee’s GCA) who is not otherwise reimbursed for expenses associated with the transfer, assignment or reassignment shall be paid one (1) or two (2) allowances each day, as appropriate, in accordance with the following schedule provided the Company determines that:

- (a) Travel to or from the employee’s temporary reporting location occurs wholly outside of the employee’s scheduled Tour,
- (b) The employee does not travel via Company provided transportation, and

- (c) The transfer, assignment or reassignment results in either a longer commuting distance for the employee or an increase in commuting expense to the employee:

Distance in Road Miles From The Employee's Regular Reporting Location to the Temporary Reporting Location	Allowance (One Way)
Over 1 mile, but not over 3 miles	\$8.50
Over 3 miles, but not over 5 miles	\$9.50
Over 5 miles, but not over 15 miles	\$11.50
Over 15 miles, but not over 25 miles	\$13.50
Over 25 miles, but not over 35 miles	\$16.50

3 Travel Allowances – Temporary Transfers, Assignments or Reassignments Beyond Commuting Distance

- (a) If an employee is temporarily transferred, assigned or reassigned to a reporting location more than thirty-five (35) road miles from the permanent reporting location, or to a location to which, in the judgment of the Company, daily commuting is not practical, the Company will, at the option of the employee:
- (1) Provide the per diem expense reimbursement of either Paragraph 3(b) or 3(c) plus reimbursement for lodging at the location, or;
 - (2) Providing an employee meets the criteria of Sections 2(a), 2(b) and 2(c), afford the employee the option of reimbursement for actual commuting mileage at the current IRS allowable mileage reimbursement rate or sixty dollars (\$60.00) per day, whichever is less. Except as provided in Section 3(e) below, on temporary assignments of greater than one (1) day, commuting time for employees reimbursed pursuant to this Paragraph shall not be considered time worked.
- (b) The per diem expense payment for those temporary transfers, assignments or reassignments in which lodging only is provided shall be calculated from the gsa.gov per diem rates in effect at the time. This per diem expense reimbursement paid when lodging only is provided covers meals, laundry, local transportation, gratuities, and other expenses which the employee may incur. No other expense reimbursement will be paid on a day in which a per diem is allowed, except for travel related expenses as provided for in Sections 4(b), 5 and/or 6.
- (c) The per diem expense payment for those temporary transfers, assignments or reassignments in which lodging and meals are provided shall be calculated from gsa.gov per diem rates in effect at the time. This per diem expense reimbursement paid when lodging and meals are provided covers laundry, local transportation, and gratuities which the employee may incur. No other expense reimbursement will be

paid on a day in which a per diem is allowed, except for travel related expenses as provided for in Sections 4(b), 5 and/or 6.

- (d) If the temporary work location is more than thirty-five (35) road miles from the employee's regular reporting location, an employee may elect to receive an allowance of sixty-five dollars (\$65.00) per day in lieu of board and lodging for each day of the temporary assignment so long as the employee does not actually commute between his or her home and the temporary reporting location.
- (e) Time spent traveling at the start and end of an assignment under the provisions of Paragraphs 3(a) and 3(d) will be considered time worked. This will not include time spent traveling to and from the temporary living quarters to the temporary work location.

4 Interim Return Home

- (a) If the temporary work location is more than thirty-five (35) road miles from the employee's regular reporting location, the Company will provide for travel reimbursement to return the employee to his or her home for two consecutive Non-Scheduled Days every third week of the temporary assignment.
- (b) Employees who are authorized to periodically return to their homes, shall be reimbursed, as determined by the Company, as follows:
 - (1) Personal vehicle usage at the current IRS allowable mileage reimbursement plus actual out-of-pocket, travel-related expenses; or
 - (2) Authorized expense for travel by public transportation when such is convenient.
- (c) Time spent traveling under the provisions of this Section shall not be considered as time worked.
- (d) When an employee leaves the temporary location under these provisions, the employee will release his or her room and make a reservation for the date of return. The Company shall not be required to pay lodging not actually used.

5 Transportation to Temporary Assignment

- (a) The Company will provide or determine the mode of transportation to the temporary assignment.
- (b) Should the employee request and be granted permission to use a means of transportation other than the Company preferred mode of transportation, reimbursement will be made as follows:

- (1) Time for travel will be based on a reasonable duration had the employee used the Company preferred mode of transportation.
- (2) Personal vehicle usage will be reimbursed at the current IRS allowable reimbursement rate up to the cost of the lowest round trip fare to the temporary assigned destination, based on the Company's preferred mode of transportation.
- (3) No per diem expense reimbursement or lodging reimbursement will be made over what would have been reimbursed had the Company preferred mode of transportation been used.

6 Travel Expenses During Work Time

- (a) Employees required to travel after the start of or before the end of their Tours will be provided transportation by the Company or reimbursed for travel-related out-of-pocket expenses and/or authorized use of their personal vehicle in connection with such travel. Employees who travel by public transportation will be reimbursed for their actual out-of-pocket, travel-related expenses. Employees who are authorized to use their personal vehicles for such travel will be reimbursed at the current IRS allowable reimbursement rate plus actual out-of-pocket, travel-related expenses.

7 Moving Expenses

- (a) An employee who, without the employee's consent, is permanently transferred, assigned or reassigned outside the GCA according to the provisions of Section 1(b) and/or 1(c) above to a new reporting location that is more than thirty-five (35) road miles distant from the employee's old reporting location and has an increase in road miles from the employee's current permanent residence to the new work location (but, for the avoidance of doubt, excluding any employee making a job claim) will be provided a lump sum payment of \$20,000.00 or the amount of Termination Payment employee would receive if the employee were laid off, whichever is less, provided however, that in no case shall a relocating employee be paid a lump sum payment of less than \$8,500.00 and provided, further, that:
 - (1) The lump sum payment will be subject to the withholding of appropriate taxes.
 - (2) Appropriate change-of-residence documentation must be provided to the Company within forty-five (45) days of the change of residence.
 - (3) The employee's actual change of residence must be completed within six (6) months of the date of transfer.

- (b) An employee entitled to moving expenses under the provisions of Section 7(a) may elect not to relocate his or her residence and shall be entitled to receive a one-time lump sum allowance of \$2,000.00 in lieu of such moving expenses provided this election is made within one (1) year of the date of transfer.
- (c) Employees transferred via Article 21 who meet the relocation criteria in Article 21, Section 7(a), and are compensated for actually relocating their residence, shall be offered the opportunity to move back to the former location with relocation compensation for the lesser of: (1) the termination allowance for which they would have been eligible upon layoff; or (2) \$15,000.00 if the following conditions are met:
 - (1) The employee is laid off at the new site within three (3) years of placement; and
 - (2) The employee relocates back to the original geographical location; and
 - (3) The employee does not qualify for any other Avaya provided relocation compensation program.

ARTICLE 22 - NEW JOB TITLES AND JOB CLASSIFICATIONS

- 1 Whenever the Company determines it appropriate to create a new job title or job classification in the bargaining unit, or to restructure or redefine an existing one, it shall provide advance notice of that action to the Union. Such notice shall include the job title or classification, a job description of the duties for such job title or classification, and the initial Standard Rates and wage schedule for such job title or classification. Following such notice, the Company may proceed to staff such job title or classification after thirty (30) days from such notice.
- 2 Within thirty (30) days from receipt of such notice, the Union may initiate negotiations concerning the initial Standard Rates or wage schedule which the Company has established for the new or restructured job title or classification.
- 3 If negotiations are not so initiated, the initial Standard Rates and wage schedules set by the Company shall remain in effect and be deemed accepted and agreed to by the Union.
- 4 If agreement is reached between the parties within sixty (60) days following the Union's receipt of notice from the Company concerning the initial Standard Rates and wage schedules, the agreed upon Standard Rates and wage schedules shall be implemented as of the date of such agreement.
- 5 If negotiations are initiated pursuant to Section 2, above, and if the parties are unable to reach agreement on a schedule of Standard Rates for the new or restructured job title or classification within sixty (60) days following the Union's receipt of notice from the

Company, the Union may, within thirty (30) days of the expiration of the sixty (60) day period for negotiations, demand that the issue of an appropriate schedule of Standard Rates for the new or restructured job title or classification be submitted for resolution to a neutral third party, to be selected by mutual agreement from among those who possess acknowledged expertise in the area of job evaluation. The parties may submit all evidence deemed relevant to the issue to the neutral third party. At the request of either party, a hearing shall be held to receive such evidence. Any such meeting or hearing shall be held within thirty (30) days after the matter is referred to the neutral third party, who shall render a written decision as to an appropriate schedule of Standard Rates for the new or restructured job title or classification within sixty (60) days of the date that the matter is first referred for resolution. In the event the neutral third party determines that a different schedule of rates is appropriate, the new schedule shall be placed in effect as of the date of the neutral third party's decision.

- 6 The procedures set forth herein shall also apply when the Company creates a new job or re-evaluates a position or function held by an employee resulting in a reduction in the employee's Standard Rate or level. The Union may request to do a joint job evaluation with the Company within thirty (30) days of notification as described in Section 1.
- 7 The procedures set forth in Section 5, above, shall be the exclusive means by which the Union may contest the schedule of Standard Rates which the Company sets for any new or restructured job title or classification or the decision of the Company in re-evaluating a function or position held by an employee resulting in a reduction in the employee's Standard Rate or level.

ARTICLE 23 - BENEFITS

- 1 Bargaining unit employees shall be eligible to participate in the Company's Medical Plan available to represented employees (the "Medical Plan"). A summary of the current terms and conditions of the Medical Plan as of the Effective Date is set forth in Appendix 2¹ to this Agreement (provided that certain employees in certain geographical locations may be eligible for additional or alternative medical plans provided by or through the Company). During the term of this Agreement the Company shall be responsible for the cost of the annual premiums under the Medical Plan.
- 2 The following Company benefit plans and programs, as amended from time to time, shall, in accordance with their terms, be available to employees in the bargaining unit (subject to the eligibility requirements set forth in the applicable plan documents):
 1. Healthcare and Dependent Care Flexible Spending Account
 2. Dental Plan

¹ Appendix II to be summary of medical plan benefits under Aetna plan.

3. Basic Life
4. Basic Accidental Death and Dismemberment
5. Supplemental Life
6. Supplemental Accidental Death and Dismemberment
7. Dependent Life
8. Dependent Accidental Death and Dismemberment
9. Long-Term Care Plan
10. Long-Term Disability
11. Medical Plan
12. Group Legal Services Plan
13. Sickness and Accident Disability Benefit Plan
14. Vision Care Plan

3 Notwithstanding anything herein to the contrary, the parties acknowledge and agree that the terms and conditions of the benefit plans available to represented employees, including the Medical Plan, may be modified during the term of this Agreement, provided that any changes to such benefit plans are no less favorable to changes the made to comparable benefit plans available to the Company's non-represented employees. The Company shall provide the Union with advance notice of such changes to the extent practicable.

4 Further, the parties agree that, effective January 2024, the following changes were implemented with respect certain benefit plans:

- (a) The coverage end-date for dependents of participating employees under the Company sponsored benefit plans, including but not limited to the Medical Plan and Dental Plan, shall be the end of the birth month during which such dependent turns age twenty-six (26).
- (b) A specialty pharmacy medicine program will be added for participants in the Company's Aetna POS plan.
- (c) A virtual primary care component will be provided for participants in the Company's Aetna healthcare plans.

5 For the avoidance of doubt, as of the Effective Date of this Agreement, the Company has not had and shall not have any obligations (including with respect to any contribution, coverage, payment, sponsorship, or subsidy), for any retiree or other post-employment benefits relating to any health, dental or welfare plan.

6 An employee's right to receive payments or benefits under the Avaya Disability Plan or Sickness and Accident Disability Plans shall be subject to the eligibility requirements, and any duration and payment limitations, as set forth in the applicable plan documents. Further, if an employee receiving payments or benefits under the Avaya Disability Plan or Sickness and Accident Disability Plans is determined to be able to return to work, with or without an accommodation in accordance with applicable law, by and independent physician selected by the Company (which examination the employee shall consent to at the request of the Company), such employee shall no longer be eligible for benefits or payments under the Avaya Disability Plan or Sickness and Accident Disability Plans, effective as of the date of such determination.

7 **Domestic Partner Benefits**

(a) The following benefits plans and programs permit active represented employees (who satisfy the eligibility requirements under the benefit plans) and their Domestic Partners and such Domestic Partners' eligible dependent children to participate in those benefit plans and programs:

- Avaya Medical Plan
- Avaya Dental Expense Plan
- Avaya Vision Care Plan
- Avaya Group Legal Services Plan
- Avaya Dependent Life Insurance Plan
- Avaya Dependent AD&D Insurance Plan
- Avaya Long-Term Care Insurance Plan (where available)
- Avaya Pension Plan
- Avaya Savings Plan
- Avaya Family Related Programs

All of the terms and conditions of the above-referenced benefit plans, other than as specified below, shall apply to the coverage of the Domestic Partner and the Domestic Partner's children.

(b) Eligibility Criteria

Except as otherwise provided in the governing plan document, a Domestic Partner is an individual who:

- Complies with any state or local registration process for domestic partners, regardless of gender, if applicable, or resides in a state that recognizes same-sex marriages and is legally married under the laws of that state, and
- Completes and submits a Notarized Affidavit attesting the Domestic Partnership or provides government registration in lieu of requiring a Notarized Affidavit, and
- Satisfies each of the specific criteria identified below that the employee and the domestic partner:
 - Reside in the same household as a member of the household,
 - Are each 18 years of age or older,
 - Have mental capacity sufficient to enter into a valid contract,
 - Are unrelated to each other by blood,
 - Not legally married to any other person,
 - Consider themselves to have a close and committed personal relationship, intend to continue such relationship indefinitely and have no other such relationship with any other person, and
 - Are responsible for each other's welfare and financial obligations.

(c) Coverage for Eligible Children of a Domestic Partner

Children of a Domestic Partner may be eligible for coverage if the children otherwise satisfy the definition of a Class I Dependent under the Avaya benefit plans listed above.

(d) Termination of Coverage for a Domestic Partner

Coverage for a Domestic Partner and/or the Domestic Partner's children shall terminate automatically as of the end of the month in which the individual no longer satisfies any of the criteria above. Employees who enroll a Domestic Partner and/or a Domestic Partner's children shall be required to file an Affidavit of Termination of the Domestic Partnership if any of the criteria required to be covered as Domestic Partner cease to be satisfied.

(e) Pension Benefits Extended to Domestic Partners

Domestic partners are eligible to receive survivor benefits under the Pension Plan. Domestic partners include same and opposite gender individuals. A participant will be able to designate a domestic partner as his or her survivor for the pre-retirement survivor annuity. Participants will be able to name any individual, including domestic partners, as joint annuitants under the joint and survivor annuity options available under the Pension Plan. For all joint and survivor options, reduction factors will be based on actuarial equivalents for all joint annuitants.

8 Employee Assistance Program

The Company agrees to continue for the duration of this Agreement, a Company-wide Employee Assistance Program (EAP) which will provide assistance in dealing with alcoholism, drug abuse, emotional illness and other medical/behavioral problems.

9 Benefits Available to Those on Union Leave of Absence

The following benefits shall be available to employees on a union leave of absence as set out below:

(a) Performance Award

Employees on a Union leave of absence shall participate in the Performance Award on the same terms and conditions as active employees.

(b) Life Insurance

The annual amount of Basic Life Insurance which the Company provides to employees who are actively at work on union business while on a union leave of absence will be determined based on the amount of the employee's current pay. Employees who are actively at work on union business while on a Union leave of absence may purchase an amount of Supplementary Life Insurance under the Avaya Supplementary Life Insurance plan that will be determined based on the amount of the employee's current pay.

(c) Savings Plan

An employee on a union leave of absence shall be able to make fund exchanges among his or her accounts in the Avaya Savings Plan in the same manner and with the same frequency as participants who are active employees of the Company.

10 Federal and State Leave Laws

It is the policy of the Company to comply with the FMLA, and all applicable state and local laws regarding employee leave. The Company's FMLA and other state and local leave policies applicable to similarly situated non-represented employees (including any eligibility or notice requirements set forth therein), as may be amended from time to time in the Company's sole discretion, shall also be applicable to the employees covered by the terms of this Agreement, except as such application would result in a duplication of benefits.

11 Joint Healthcare Committee

The Company and CWA agree to continue their efforts to improve access to quality health care for bargaining unit members and to manage the cost of Avaya's medical benefits through the maintenance of cost effective health care programs. JHCC, will be continued, and will be responsible for overseeing the implementation, expansion and on-going monitoring of the Managed Care Programs (Point of Service, Mental and Health Chemical

Dependency Networks and Prescription Drug Networks) of the Medical Plan with respect to members of the bargaining units covered by this Agreement.

A major focus of the JHCC will be to develop communication strategies designed to promote a greater awareness among employees of being value conscious health care consumers.

(a) JHCC Members

The JHCC will contain one (1) appointee from the Union and appropriate representative(s) from the Company, including individuals with benefits, health, and labor expertise. The JHCC members will analyze issues which arise concerning the managed care programs of the Medical Plan and using consensus, will attempt to develop solutions to the issues.

(b) JHCC Responsibilities

The JHCC will work to aid successful implementation and continued operation of a quality health care program for current bargaining unit members. The JHCC will aim to meet quarterly during the term of this Agreement, to the extent possible and consistent with business needs and personal schedules of the JHCC members. The JHCC will be a forum for addressing and resolving issues involved in the implementation and ongoing monitoring and evaluation of the managed care programs of the Medical Plan. The JHCC shall not formulate policy or arrive at binding decisions or agreements, but rather shall be charged with the responsibility to develop facts and recommendations so that the Company can make well-informed decisions regarding the matters covered by these provisions. To accomplish these objectives, the JHCC will:

- review and analyze existing healthcare benefits and coverage provided to employees;
- serve as a means to centralize those information and service resources which most personally affect employees;
- examine healthcare cost containment strategies, including preventive care programs, wellness initiatives, and utilization management techniques;
- monitor the administration of healthcare plans, including claims processing, network adequacy, and quality of care;
- review the effectiveness of, make recommendation to improve, and engage in other activities to improve, the Company's Employee Assistance Program;
- discuss emerging healthcare trends, legislative changes, and industry developments that may impact employee healthcare benefits; and

- collaborate on the development and implementation of employee education and communication programs related to healthcare benefits.

(c) Consultants and Advisors

The parties will continue to elicit the best professional advice both from medical and benefit specialists within the Company and the Union and from recognized outside independent experts, to assist in interpreting the data on Avaya's health costs.

(d) Confidentiality.

All JHCC members shall maintain strict confidentiality regarding sensitive information discussed during meetings, including but not limited to individual healthcare records, financial data, and proprietary information disclosed by the Company. Such confidentiality obligations shall continue to apply to JHCC members even after their term of service on the committee concludes.

ARTICLE 24 - AVAYA 401(K) SAVINGS PLAN ("ASP")

- 1 During the term of this Agreement the Company will make available a defined contribution retirement plan with a 401(k) feature into which eligible employees covered by this Agreement may make elective deferrals. The Company will match a part of the employee contributions to the ASP after they complete six (6) months of service with the Company. Once the employee becomes eligible to receive the Company match, the Company will contribute sixty-six and two thirds percent (66-2/3%) of the sum of the pre-tax and after-tax contributions up to the first six percent (6%) of eligible compensation. There will be no other Company contributions, including no other Company match to any elective deferrals made by the employee.

ARTICLE 25 - AVAYA PENSION PLAN

- 1 Represented employees' participation in and rights under the Avaya Pension Plan, which became effective October 1, 2000 as a successor to the Lucent Technologies Inc. Pension Plan, shall continue for the duration of this Agreement on the same terms and conditions as in effect immediately prior to the Effective Date of this Agreement (which terms and conditions are controlled and governed by the Avaya Pension Plan official plan documents).

ARTICLE 26 - THE ALLIANCE

- 1 The Company and the Union agree to continue the Alliance for Employee Growth and Development (The Alliance) as described in this Article.
- 2 The Company and the Union mutually acknowledge their pride in the talents, abilities, creativity and commitment of the Company's work force. The parties share a vision of the

work environment in which all employees are encouraged to develop their skills, abilities and talents to the fullest extent possible and are furnished every opportunity to take the initiative to do so. Such an environment will not only offer the maximum opportunity to employees to attain their employment goals, but will also lead to increased commitment by employees to devote their maximum energies to improving the Company's productivity and competitiveness. It is anticipated that this level of employee commitment will contribute significantly to marketplace success for Avaya and to the increased skills for employees.

- 3 The mission of the Alliance is to make available learning experiences to employees which will enhance their represented and work group skills; provide opportunities for personal and career development; stimulate and sustain their contributions to the Company's success through improved communication skills, motivation, improved work habits and enhanced interpersonal skills; familiarize them with state-of-the-art technology, based on the present or anticipated needs of the business and increase the probability that if they face displacement or dislocation, they will find alternative employment, either in Avaya or in the outside job market. The Alliance focuses on both personal/career development and job displacement training curricula. It is envisioned that the Alliance will generally arrange and/or underwrite these curricula by contracting with accredited outside parties for delivery. In some cases, it may provide the curricula directly.
- 4 During the term of this Agreement, the Company will only pay for the cost and delivery of Alliance programs and activities that, in each case, have been pre-approved by mutual agreement of the members of the Alliance Committee, which committee shall consist of both employees represented by the CWA and members of Company management. All such training and other programs must be approved in advance of any expenses being incurred to be eligible for payment by the Company.
- 5 The Company and the Union acknowledge that as of the Ratification Date of this Agreement the current remaining funds allocated to The Alliance are zero dollars (\$0) (the "Alliance Reserves"), and that these funds were used in accordance with Alliance past practices (i.e. in the same manner as was permitted under the terms of the 2009 CBA between the parties). The Alliance Reserves were utilized first, before beginning the payment concept contained in Section 6 below.
- 6 During the term of this Agreement, the total amount spent by the Company under this Article (for all represented employees, including any Company employees covered under a collective bargaining agreement other than this Agreement with a similar provision) shall be One Hundred Fifty Thousand Dollars (\$150,000) in any Company fiscal year (which limit shall be pro-rated for any partial Company fiscal year). For the avoidance of doubt, there shall be no carryover or rollover from year-to-year in the event the \$150,000 limit is not reached in any Company fiscal year. During the Company fiscal year during which the Effective Date occurred, this \$150,000 limit was deemed to be in addition to the spend-down of the Alliance Reserves contained in Section 5 above.

7 It is understood that the Alliance is not intended to replace Avaya's existing job-specific training, nor does it limit the right of the parties to provide educational and training programs on the same, similar or other subjects as they may deem appropriate.

8 **Eligibility for Participation in Alliance Programs**

- (a) Employees must be actively employed in good standing, and not on layoff or any leave status, to be eligible to participate in Alliance activities.
- (b) Employees on job match who are available for temporary assignments through the JMC (as defined below) and employees on an Avaya force surplus plan or program shall also be eligible to participate in Alliance activities.

9 **Personal/Career Development Curriculum**

The types of programs which the Alliance will underwrite to enhance the personal/career development of regular employees will include, but not be limited to:

- (a) Career counseling
- (b) Skills inventory and aptitude assessment
- (c) Career training
- (d) Personal growth training
- (e) Training associated with skill development programs, such as QWL, which may not be directly related to the performance of an employee's current job.
- (f) Certification training

10 **Curricula Development, Implementation and Delivery**

In identifying areas on which Alliance activities should focus, the Alliance will consult with the Company and Union officials, as well as with professionals in such fields as higher education, industrial psychology and vocational training. In addition, the Alliance will confer with, advise and offer professional and financial assistance to local training/retraining committees, in such areas as:

- (a) Identifying educational, training and retraining needs, as well as the resources available to meet those needs.
- (b) Developing programs designed to meet identified employee needs.
- (c) Publicizing and encouraging employee participation in Alliance activities.

- (d) Undertaking to review, evaluate, and make recommendations on proposals for the use of Alliance funds by the local training/retraining committees.
- (e) Coordinating forums, seminars, and workshops for the exchange of ideas and concepts among the local committees.
- (f) Commissioning research into, and evaluation of, alternative approaches to training, retraining, and job placement.
- (g) The Alliance will also contact appropriate governmental agencies - federal, state and local - to obtain other types of governmental assistance that may be available for Alliance activities.

ARTICLE 27 - AVAYA CAREER TRANSITION OPTION PROGRAM

- 1 The parties agree to the following in respect to the Avaya Career Transition Option Program (“ACTOP”) during the duration of this Agreement. Represented Full-Time Employees and Part-Time Employees covered by this Agreement are eligible for the provisions of ACTOP. The provisions of ACTOP are not intended to alter, modify or eliminate the force adjustment provisions of this Agreement.
- 2 If the Company notifies the Union in writing of a surplus which will necessitate layoffs, the Company may, to the degree necessary to resolve the surplus, in order of Seniority, offer employees in the surplus universe the opportunity to elect one (1) of the following options, provided they meet the conditions of the option selected.
 - (a) Special Leave Program, or
 - (b) Optional Termination Pay, or
 - (c) Extended Compensation Option, and/or
 - (d) Transition Leave of Absence
- 3 **Special Leave Program**
 - (a) The Company will continue to provide the Special Leave Program (“SLP”) for eligible represented employees. This program is designed to encourage the development of individual skills, enable employees to pursue career changes and/or personal goals and to allow the Company to alleviate force imbalances, while at the same time maintaining ties between the Company and the employee.
 - (b) To be eligible for a SLP, an employee must meet the following requirements:
 - (1) Be a represented Full-Time Employee or a Part-Time Employee (i.e., no Temporary Employees are eligible), and

- (2) have at least five (5) years of Net Credited Service, and
 - (3) be in a universe which is the subject of a surplus declaration.
- (c) The SLP is without pay and shall be for a period of not less than nine (9) nor more than twenty-four (24) consecutive months. The SLP may be extended beyond its original termination date, provided it did not previously exceed twenty-four (24) months in duration, in a minimum of three (3) month increments but in no event beyond twenty-four (24) months.
 - (d) Eligible employees may elect SLP during the applicable SLP enrollment window, provided the election precedes the employee's off payroll date and such election shall be in lieu of termination pay. Employees who choose not to return to work at the conclusion of the SLP will not be granted Termination Payments. Employees shall be guaranteed reinstatement at the end of the leave to a job of like status and pay. However, employees on SLP who, but for the leave, would have been laid off and who complete the leave and return to the payroll at the end of the leave will be terminated and receive Termination Pay upon their return to the payroll. Employees declared surplus upon returning to the active payroll will be given normal surplus treatment.
 - (e) Service credit for the period of the SLP shall be granted to those individuals who return to the Company payroll at the end of the leave, except that such credit shall not be granted or recognized for force adjustment purposes and pension purposes (including eligibility, benefit accrual and calculation); however, the period of the leave shall be counted in the years of service to determine termination pay that the employee may receive thereafter.
 - (f) Except as indicated below, while on the SLP, an employee shall be covered, pursuant to the same conditions and to the same extent as a comparable employee active on the payroll, by the following benefit plans and programs:
 - Death Benefits – The Company continues coverage for the period of the leave,
 - Basic Group Life Insurance – The Company pays the premium for the period of the leave,
 - Medical Expense/Managed Care – The Company provides coverage for the period of the leave,
 - HMO – The Company pays premium up to the same amount it pays for Company Medical and Dental Plan,
 - Dental/DMO – The Company provides coverage for the period of the leave,

Vision – The Company provides coverage for the period of the leave,

Legal – The Company pays premium for period of the leave,

Child/Elder Referral – The Company provides service for the period of the leave,

Supplementary Group Life Insurance - Available at the employee's expense,

Dependent Group Life Insurance - Available at the employee's expense,

Savings Plan participation is suspended during the leave.

Employee obligation under the loan provision continues,

Tuition Assistance - Continues under the same guidelines that apply to active employees (if any).

- (g) While on SLP, an employee cannot be employed by or render services to Avaya or any of its affiliates, subsidiaries, joint ventures or entities, or any of their competitors.

4 Optional Termination Pay

- (a) Represented Full-Time Employee or Part-Time Employees (but not Temporary Employees) who are part of a surplus universe may, to the degree necessary to relieve the surplus and in order of Seniority, request optional Termination Pay on a voluntary basis provided they have two (2) or more years of Net Credited Service at the time of the request.
- (b) An employee who elects this option shall leave the payroll without recall rights on a date determined by the Company and receive any vacation pay to which the employee is entitled plus a lump sum payment calculated on the Termination Payment schedule computed in accordance with the appropriate collective bargaining agreement not to exceed \$42,500.
- (c) Under no circumstances will the Optional Termination Pay be greater than \$42,500, including any night differential. An employee who is receiving Optional Termination Pay shall not be eligible to the Termination Pay provided for laid off employees under the terms of the applicable collective bargaining agreement.

5 Extended Compensation Option

- (a) Regular represented Full-Time Employees and Part-Time Employees (not Temporary Employees) who are part of a layoff and have completed five (5) years

of Net Credited Service may elect to participate in the Extended Compensation Option pursuant to the terms of this Section 5.

- (b) Employees who select this option shall be reassigned to the Avaya Job Match Center (“JMC”) for a period not to exceed the number of weeks, based on Net Credited Service, of Termination Payment that the employee would be eligible for under Article 34 of this Agreement. Such period of participation will be based on the Optional Termination Pay schedule not exceed \$42,500.
- (c) Eligible employees that elect to participate in the Extended Compensation Option shall receive “Extended Compensation Payments” which shall be based on the methods used to compute Termination Payment as determined by the position held by the employee immediately prior to reassignment to the JMC, provided that in no event shall the Extended Compensation Payment exceed \$42,500. Such payments are subject to deduction of appropriate taxes and Union dues as applicable.
- (d) As long as the participants remain eligible for Extended Compensation Payments, the Company agrees to render weekly compensation for a period of time not to exceed the number of weeks of Termination Payment provided for in Article 34 that the employee would be eligible for, provided that in no event shall the total amount of such Extended Compensation Payment to any individual employee exceed \$42,500.
- (e) To remain eligible for Extended Compensation Payments an employee must agree:
 - (1) to accept work assignments within the Local Placement Area (“LPA”) in all job titles for which they are qualified, not just the title held when declared surplus,
 - (2) to accept the appropriate wage rate at the location for the position they are filling on a temporary basis, in addition to Extended Compensation Payments,
 - (3) that such pay shall not be used in the computation of any benefits, which shall be based solely upon Extended Compensation Payments,
 - (4) to remain in same pension band applicable to the employee immediately prior to reassignment to JMC,
 - (5) to accept the unused equivalent portion of the Optional Termination Pay as a lump sum Termination Payment as specified in Article 34 (Termination Payments) should eligibility be lost and the employee is required to leave the payroll of Avaya, and
 - (6) not to accept employment or render services to competitors of Avaya.

- (f) Employees electing this option will be active employees while eligible for Extended Compensation payments and may, if eligible, participate in ATP. Employees with surplus and are in ATP, prior to reassignment to JMC, shall maintain their surplus status while participating in the Extended Compensation Payments.
- (g) Extended Compensation Payments will be offset by any payments made under the Avaya Disability Plan or Sickness and Accident Disability Plans coverage and the programs run concurrently.
- (h) Employees must elect to schedule and take their vacation, non-designated Excused Work Days and Floating Holidays prior to transferring into JMC (business needs permitting), and/or receive a lump sum payment for any balance of vacation not taken. JMC employees do not accrue vacation time or Excused Work Days but are compensated for holidays or Company designated Excused Work Days when worked.
- (i) While participating in the Extended Compensation Option, each participant may reject one (1) assignment in any continuous twelve (12) month period, as well as designate any full one (1) week period in any consecutive three (3) months as “unavailable” time.
- (j) Acceptance of a regular, temporary or term position with Avaya terminates participation in the Extended Compensation Option.
- (l) It is further understood that when an employee who is participating in the Extended Compensation Option is not assigned to a JMC assignment, the provisions of this Agreement applicable to the employee based on the position held by the employee immediately prior to assignment to the JMC shall apply to those matters not directly related to the employee’s participation in the Extended Compensation Option.

6 Transition Leave of Absence

- (a) A Transition Leave of Absence (“TLA”) is granted to employees involuntarily separating from the Company under an Avaya plan or program for reducing force surplus. The TLA option serves as a mechanism for allowing these employees to qualify for a service pension under certain conditions.
- (b) An employee separating (involuntarily) under an Avaya force surplus plan or program is eligible for a TLA if he/she is within one (1) year of actual age and/or service requirements for service pension eligibility under the Avaya Pension Plan as of the Company specified separation date (i.e., must meet age and service requirements for pension eligibility no later than the one (1) year calendar anniversary date of the Company specified separation date).

- (c) The minimum combination for age/service requirements for TLA eligibility, based on the current service eligibility requirement of the Avaya Pension Plan and if not otherwise service pension eligible, is as follows:

AGE	Net Credited Service
any age	29 years
49	24 years
54	19 years
64	9 years

The service and age attained during the TLA are counted only for service pension eligibility and not for computing the amount of the service pension.

- (d) A TLA shall not exceed one (1) year from the date the leave starts (i.e., leave expires on the calendar date anniversary of the Company specified separation date), but in any case, will end on the earliest of:
- (1) the date the eligible employee returns to work for the Company, a Participating Company, an Avaya Controlled Group entity, or any other Avaya Subsidiary or the eligible employee becomes employed by a company in which the employee is eligible for portability of service,
 - (2) the date the employee attains required age and/or service to become service pension eligible, or
 - (3) death of the employee.
- (e) The TLA will be canceled effective with the date of (re)hire or death and pension entitlements will be those as of the day before the effective date of the TLA.

ARTICLE 28 - EDUCATION AND DEVELOPMENT

1 Training

- (a) Regular Full-Time Employees will be provided the opportunity for a minimum of forty (40) hours of education and training that is skill based or job related in the Calendar Year. The forty (40) hour minimum will be prorated for Part-Time Employees, mid-year hires, and employees who work less than a full year.
- (b) The Company retains its right to assign training to employees within a title. However, when making decisions concerning training, the Company will take into account length of service and expressions of interest of all affected employees insofar as the conditions of the business and the abilities of the employees permit. It is the intention of the parties to achieve the mutual goals and objectives of the Union and the Company.

2 Tuition Assistance

- (a) The benefits under the “Tuition Assistance Plan (TAP) – US Represented/Union Only” Company policy dated as of April 26, 2022 shall remain in effect during the term of this Agreement, provided that such benefits shall be available for up to a maximum of five (5) employees per year.
- (b) The Tuition Assistance Plan in effect during the term of this Agreement shall be the one dated as of April 26, 2022.

3 Academic Awards

- (a) The Company shall establish scholarships of up to \$8,000 per year (renewal for up to four years) to be awarded to children of represented Company employees.
- (b) Scholarships will be awarded to 50% of the qualified applicants, up to a maximum of fifteen (15) new awards per year and a minimum of five (5) new awards per year. In any year in which there are fewer than five (5) qualified applicants, only qualified applicants will receive scholarships.
- (c) In those situations where the union has grieved the Company’s action in dismissing an employee for cause, and a child of that employee has been previously awarded a scholarship under the Academic Awards Program, the Company agrees to continue to provide such scholarship support for a period not to exceed six months from the date of the employee’s dismissal. The parties agree that any grievance and/or arbitration (which arbitration, if any, shall be processed as an Expedited Arbitration pursuant to Article 11, Section 5 above) relating to the dismissal shall be processed as expeditiously as possible and shall be concluded within six (6) months from the date of the dismissal. If the former employee is reinstated as a result of such dispute, then the dependent will continue to participate in the program. Otherwise, the dependent will be disqualified from further participation in the Academic Awards Program.

ARTICLE 29 - ABSENCE

1 Absence in General

An employee who is to be absent for any reason shall promptly notify his or her supervisor, or notify the Company through its interactive voice response (IVR) system designated for such purposes, with the reason for the absence and its probable duration, in emergency situations on as much advanced notice as is reasonably practicable in advance of the employee’s shift, and in non-emergency situations at least twenty-four (24) hours in advance of the employee’s shift, in order that proper consideration may be given to the employee’s request. When such notification is not through the IVR system, in the event the employee cannot reach his or her supervisor, then a message left with the supervisor’s

designee or an electronic messaging unit approved by the supervisor shall be appropriate notification, provided the employee leaves a reach number. Absences with or without pay because of other reasons not outlined in this Article may be granted at the discretion of the Company.

2 Personal Illness

(a) Call Centers

- (1) Employees will be paid for absences due to personal illness up to the maximum number of allowable days as outlined below. Personal illness absences beyond the maximum allowable days will be unpaid or will require employees to utilize an alternative paid non-work day allotment per FMLA guidelines.
- (2) Paid personal illness absence days will not be counted as absences in any attendance plans.
- (3) These days may be taken in hourly increments.
- (4) The employee will be able to indicate if the illness is FMLA-related or under this Personal Illness provision
- (5) Once per the term of this Agreement if an employee reaches a point of certified disability any personal illness absence days used toward the build will be returned to the employee.
- (6) Payments in lieu of unused personal illness absence days will be made no later than forty-five (45) days after the end of the Calendar Year.
- (7) Payments for partial Calendar Year will be on a prorated basis, with partial hours rounded up.
- (8) Nothing in this Article 29 shall alter, amend or otherwise modify the terms of any disability plans.
- (9) This Article 29 is subject to the Grievance and Arbitration provisions of this Agreement.
- (10) Any employee who leaves the call center groups during the course of the year for any reason (except to transfer to another call center group) will not receive a prorated payment for unused days.

(b) Payment for Personal Illness

- (1) For each full Calendar Year (January 1 – December 31), payment for full or partial days scheduled in a normal week but not worked due to personal illness during the first seven (7) consecutive days will be paid on the following basis considering an employee's Net Credited Service on the date of the absence:
 - (i) Less than three (3) years of service: payment for thirty-two (32) hours personal illness absence in a Calendar Year.
 - (ii) Three (3) years of service to five (5) years of service: payment for forty-eight (48) hours personal illness absence in a Calendar Year.
 - (iii) Five (5) years of service to ten (10) years of service: payment for sixty-four (64) hours personal illness absence in a Calendar Year.
 - (iv) Ten (10) to twenty-five (25) years of service: payment for seventy-two (72) hours personal illness absence in a Calendar Year.
 - (v) Twenty-five years (25) and over of service: payment for eighty (80) hours personal illness absence in a Calendar Year.
 - (2) Employees will be paid in lieu of any unused personal illness absence days at the end of the Calendar Year at the rate of seventy-five (75%) percent of the employee's Standard Rate.
- (c) All other Sections of this Article 29 (except 2(d)(1)) apply to this Section.
- (d) **All Other Employees**
- (1) Payment for full or partial days scheduled in a Normal Work Week but not worked due to personal illness during the first seven (7) consecutive days will be paid on the following basis:
 - (i) Less than three (3) years: Pay after the second full consecutive Scheduled Day of work not worked due to personal illness absence.
 - (ii) Three (3) years of service and over: Pay from and including the first full or partial Scheduled Day of work not worked due to a personal illness.
- (e) Payments to employees pursuant to this Paragraph shall be limited to Scheduled Days of work in a Normal Work Week and may be suspended or discontinued for just cause.

3 **Payment for Other Absence**

(a) Jury or Witness Duty

An employee who is not a party to the action and who is absent in compliance with a summons for jury duty or a subpoena requiring the employee to appear as a witness shall be excused with pay for the period during which the employee is absent because of such jury service or subpoena on Scheduled Days. When an employee is excused from jury or witness duty for part of a day or for an entire day, the employee shall report to his or her supervisor in person or by telephone for an assignment.

(b) Election Board Service

An employee who requests an absence to serve on an election board in connection with a Federal, State, County, or Municipal election shall ordinarily be excused with pay for the during the period the employee serves on Scheduled Days and deductions from pay for such absence shall be made only when in the opinion of the Company the circumstances in a particular case make such action advisable.

(c) Voting

Subject to service and coverage conditions and the provisions of applicable state laws, an employee who is scheduled to work and who is eligible to vote in a National, State, County or Municipal general election shall, upon request, be excused with pay for a reasonable period on such election day to enable the employee to vote; provided, however, that the Company shall specify the period during which such an employee will be excused.

(d) Quarantine

In case of unavoidable absence due to contagious disease and quarantine in an employee's immediate household or unavoidable quarantine elsewhere, the employee shall be permitted to work from home to the extent allowable given the employee's regular job duties.

(e) Visit to Medical Office

An employee who reports for work and is directed by management to visit a medical office during the employee's scheduled working hours that day shall be excused without loss of pay.

(f) Death or Funeral

(1) An employee who is required to be absent for one (1) day or more because of a death in the employee's immediate family shall be excused for such day or days, but not to exceed five (5) scheduled regular Tours or their equivalent, with pay. Immediate family means parents, grandparents,

husband or wife, registered domestic partner, children, step-children, grandchildren, brothers or sisters, mother-in-law or father-in-law. The provisions of this Paragraph shall also be applicable in the event of the death of a relative or very close friend living in the same household with the employee.

- (2) Any employee who requests an absence to attend the funeral of a more distant relative or a very close friend may be excused for such time as is necessary under the circumstances but not to exceed three (3) scheduled regular Tours or their equivalent with pay.

(g) **Accidental Injury**

If an employee is injured in the course of his or her employment and it is necessary for the employee to cease work during an assigned Tour, payment for that Tour shall be at the rate in effect during the time worked.

- (h) When payment for absence is made, the payment shall be at the employee's Adjusted Rate plus any Tour differential to which the employee would have been eligible had they not been absent.

4 Resolution of Medical Disagreements

The following administrative procedure will be followed where a difference in professional medical opinion exists between an employee's doctor and the doctor of the Company's choosing involving an employee's fitness to return to work, which cannot be reconciled by the two parties involved. While the doctor of the Company's choosing's recommendation is final, the Company nevertheless will endeavor to reconcile such differences through contact with the employee's attending physician. If, in the Company's judgment, the opinion of a doctor specializing in the field of the employee's ailment may be of value in resolving the difference, a third doctor may be selected by the Company to examine the employee.

ARTICLE 30 - EXCUSED WORK DAYS

- 1 Each Full-Time Employee and Part-Time Employee who has at least six (6) months of Net Credited Service on January 1 of a Calendar Year during the term of this Agreement shall be eligible for four (4) Excused Work Days with pay, and one (1) Excused Work Day without pay during each such Calendar Year.
- 2 Employees who do not work on their paid Excused Work Day shall be paid at their Adjusted Rate plus any applicable Tour differential (excluding any wage incentive or productivity payments) provided they are on the active payroll of the Company on that Excused Work Day.

- 3 One (1) paid Excused Work Day in each Calendar Year may be designated by the Company for employees in an administrative work group (as designated by the Company) or in any larger group, including the entire Company. Employees in any such group for which an Excused Work Day is designated by the Company and who are not otherwise eligible for a paid Excused Work Day shall be excused and paid for such designated day as set forth in the preceding Section, provided they are on the active payroll of the Company on the designated Excused Work Day.
- 4 Employees shall select their Excused Work Days (except those Excused Work Days designated by the Company) in accordance with Article 31 (Vacations).
- 5 Employees who are on vacation or absent with pay on their paid Excused Work Day for reasons other than having observed it as an Excused Work Day shall have their paid Excused Work day rescheduled, if a vacation day would have been rescheduled under the same circumstances.
- 6 If employees agree to work on their paid Excused Work Day and the Company determines that the day cannot be rescheduled, they shall be paid as applicable in accordance with the following Subparagraphs:
 - (a) Employees who agree to work before the work schedule becomes fixed shall receive one (1) day's pay as set forth in Section 2 in lieu of their Excused Work Day and shall, in addition, be paid in accordance with the provisions of this Agreement covering work on a Scheduled Day of work.
 - (b) Employees who agree to work after the work schedule becomes fixed shall receive one (1) day's pay as set forth in Section 2 in lieu of their Excused Work Day and shall, in addition, be paid in accordance with the provision of this Agreement covering work on a Non-Scheduled Day.
 - (c) Time worked by an employee on his or her Excused Work Day shall be considered time worked on a regularly Scheduled Day of work for all purposes, except as is otherwise expressly provided in this Article.
- 7 The Company and the Union recognize that it may be in the best interest of employees to have the ability to take time off for brief intervals because of personal, immediate needs. Accordingly, for each Calendar Year during the term of this Agreement, up to four (4) Excused Work Days may be used as follows:
 - (a) An employee may designate and schedule, as applicable, four (4) Excused Work Days to be used flexibly. This provision shall apply to an employee's unpaid Excused Work Days and/or his/her paid Excused Work Days(s) which are not designated by the Company.

- (b) Three flexible Excused Work Days may be divided into increments of two (2) hours for an increment, provided, however, that where the length of an employee's Tour is not evenly divisible by two (2), the last increment of these three Excused Work Days may be less than two (2) hours. One flexible Excused Work Days may be divided into increments of one hour.
- (c) An increment may be taken at any time during the vacation schedule period up to and including the actual scheduled Excused Work Day provided his/her supervisor is notified before the beginning of the Tour and not more than twenty-five percent (25%) of the work group has already been granted time off. In the event more than twenty-five percent (25%) of the work group is scheduled off, then the time may be granted consistent with the needs of the business.
- (d) The time may be taken based on the employee's personal need to take the time.
- (e) If there is unused time available on the day of the so-scheduled Excused Work Day, the employee must take the remaining time on the Scheduled Day even if that increment is less than two (2) hours.

ARTICLE 31 - VACATIONS

1 Eligibility

- (a) Employees with six (6) or more months of continuous service since the date of the employee's most recent engagement shall be eligible for annual vacations as follows. A week of vacation shall be five (5) Scheduled Days.
 - (1) One (1) week of vacation after the completion of a term of employment of six (6) months.
 - (2) Two (2) weeks of vacation after the completion of a term of employment of twelve (12) months. When terms of employment of six (6) and twelve (12) months are both completed in the same Calendar Year, only two (2) weeks of vacation shall be granted during that year.
 - (3) Two (2) weeks during each Calendar Year after the year in which a term of employment of twelve (12) months is completed.
 - (4) Three (3) weeks beginning with the Calendar Year in which a term of employment of seven (7) years is completed.
 - (5) Four (4) weeks beginning with the Calendar Year in which a term of employment of fifteen (15) years is completed.
 - (6) Five (5) weeks beginning with the Calendar Year in which a term of employment of twenty-five (25) years is completed.

(b) Except as otherwise provided in the case of military leaves, an employee who has been absent on account of disability or on a leave of absence shall be eligible to a vacation provided the employee has worked six (6) months or more after July 1 of the year preceding the current Calendar Year and provided such vacation is completed prior to the last full week in April.

2 An employee's vacation assignment in a particular vacation week or on a particular vacation day shall not be modified except for a death in the immediate family as defined in Article 29, Section 3(f)(1) which occurs after that vacation assignment has begun.

3 Vacation time will be prorated for Part-Time Employees, mid-year hires, and employees who work less than a full year.

4 **Day-At-A-Time Vacation**

An employee may select vacation on a day-at-a-time basis during the vacation selection process described in Section 8 (Scheduling of Time Off).

5 **Carry Over Vacation**

(a) Employees may select all of their vacation during the carry-over period of the following year during the vacation selection process as described in Section 8 (Scheduling of Time Off).

(b) Subject to needs of the business and force requirements, employees may reschedule a vacation period selected in the current Calendar Year to an available vacation carry-over period in the following year.

(c) Any week or weeks of vacation carried over from one (1) Calendar Year into the next must be completed no later than the last full week ending in April of the year into which they are carried over.

6 If an authorized holiday occurs during an employee's vacation, an additional day off with pay will be scheduled. This additional day off will be considered a vacation day for the purpose of determining work schedules, but need not be taken contiguous to a vacation week.

7 **Payments in Lieu of Vacation**

(a) Except as provided in Section 7(a)(1), in the event of an employee's resignation, discharge (for other than misconduct) or death before using all the vacation which the employee is eligible to receive in the Calendar Year, an amount equivalent to such unused vacation shall be paid to the employee, his or her beneficiary or estate.

(1) An employee who terminates employment by resignation or termination for cause will be required to reimburse the Company for the value of the

vacation days to which eligible during the current Calendar Year, which have been taken prior to the date the employee’s termination occurs, in excess of the schedule below.

Eligible Vacation Days for Employee Leaving Company
During Calendar Year Due to Resignation or Termination for
Cause

Month of Termination	Term of Employment			
	<u>1-7 Years</u>	<u>7-15 Years</u>	<u>15-25 Years</u>	<u>25+ Years</u>
January	1	2	2	2
February	2	3	4	4
March	3	4	5	7
April	3	5	7	9
May	4	6	9	11
June	5	8	10	13
July	6	9	12	15
August	7	10	14	17
September	7	11	16	19
October	8	13	17	21
November	9	14	19	23
December	10	15	20	25

- (b) An employee who leaves the payroll because of retirement or layoff and who has not yet become eligible for vacation under Section 1(b) shall receive a payment in lieu of the vacation for which they would have been eligible for had they met the requirements of that Section.

8 Scheduling of Time Off

- (a) Employees will select available time off for which they are eligible from the schedule as determined by the Company in accordance with the procedures provided in this Article. The period during which time off may be scheduled shall extend through the last full week ending in April of the following Calendar Year.
- (b) Time off for this purpose includes full weeks of vacation, day-at-a-time vacation, Excused Work Days (paid or non-paid), floating holidays, and days in lieu of holidays which occur during a scheduled vacation week.
- (c) Employees shall select time off in Seniority order within each vacation selection universe, in the priority set forth in this Article, as determined by the Company. It is the intent of the parties that the employees’ selection will be granted to the extent practicable consistent with force requirements and the needs of the business.

- (d) The vacation selection process in a vacation selection universe will begin no earlier than November 1. The vacation selection process should ordinarily be completed by December 31, but in any event should be completed no later than April 1. Employees who will not be readily available between November 1 and December 31 may express their preference for choices in advance of November 1 and, if available, their choices will be assigned as chosen in accordance with Seniority provided that service requirements permit. Prior to the beginning of the Calendar Year, management will canvass the vacation selection universe to allow the employees to select scheduled vacation weeks from the available dates. Only full weeks of vacation are included in this first selection priority.
- (e) In addition to the time off scheduled under Paragraph 8(d) above, employees shall also select all other time off for which they are eligible, and such time will be referred to as “Reserve Time” on the second selection priority canvass.
- (f) An employee who is contacted must select the vacation period desired in a reasonable period of time or that employee will be passed. Employees who are passed shall have the right to make a selection from the remaining available periods in accordance with their Seniority, but may not preempt the period selected by any other employee. For employees who have not selected their vacation by the end of the selection period, the Company will have the option to assign their remaining vacation.
- (g) Employees may not select Half Tour vacations during the vacation selection process described in Section 8 (Scheduling of Time Off), but may subsequently request their vacation on a Half Tour basis and such request may be granted if service and coverage conditions permit.
- (h) Subject to the needs of the business and force requirements, employees may reschedule any of their vacation, whether assigned by the Company or selected by the employee, to available vacation periods, but may not preempt the period selected by any other employee.
- (i) Employees shall not be permitted to exchange Seniority rights in the selection of vacation periods.

9 Rescheduling Vacation Due to Permanent Transfers, Assignments, Or Reassignments

- (a) If an employee is permanently transferred, assigned, or reassigned to a different work group as a result of a Company initiated transfer, assignment or reassignment, then to the extent that needs of the business permit, the employee will retain the vacation schedule that was approved in the prior work group.
- (b) If an employee initiates a transfer, he or she is required to reselect his or her vacation from those days available within the new work group.

- 10 The decision of the Company on service and coverage requirements in this Section shall be controlling unless the Company is shown to have acted arbitrarily or in bad faith. Any dispute concerning the interpretations or applications of this Article may be taken up as a grievance and, if necessary, submitted to arbitration, in accordance with Article 11 (Arbitration).
- 11 Payment for vacation shall be at the employee's Adjusted Rate plus any applicable Tour differential.

ARTICLE 32 - HOLIDAYS

- 1 The following days shall be observed as holidays:

New Year's Day	January 1
Inaugural Day	January 20 of the year following Presidential Election for employees located in Washington, DC; Montgomery and Prince Georges Counties, Maryland; Alexandria; Arlington and Fairfax Counties, Virginia
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
General Election Day	In even-numbered years in New Hampshire only
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25

- (1) Three (3) Floating Holidays; except that in the State of New York, the number of floating holidays shall be four (4). One (1) of the floating holidays may, at the option of the Company, be designated as a local or national holiday, provided the Company so designates prior to the scheduling of vacations pursuant to Article 31 (Vacations), Section 8 (Scheduling of Time Off).

NOTE: When a holiday occurs on a Sunday, the following Monday shall be observed as the holiday for employees not scheduled to work on Sunday, and such employees shall be compensated pursuant to Sections 4 and 5, as appropriate. If a holiday in a Calendar Year occurs on a Saturday, the preceding Friday will be observed as the holiday for employees not scheduled to work on Saturday, and such employees shall be compensated pursuant to Sections 4 and 5, as appropriate.

- 2 Floating holidays must be taken on a normally Scheduled Day of work and will be scheduled in accordance with the scheduling provisions of Article 31 (Vacations), Section 8 (Scheduling of Time Off).

- 3 New employees are eligible for all designated holidays occurring after their date of hire, and they will be eligible for floating holidays in accordance with the schedule below:

Eligibility:	
Date of Hire	Floating
January 1 - June 30	3
July 1 - September 30	2
October 1 - November 30	1

- 4 Holiday Compensation for Full-Time Employees Shall Be as Follows:
- (a) Full-Time Employees who are excused from work on the day a holiday is observed shall be paid a holiday allowance equal to one fifth (1/5) of their Adjusted Rate, including any Tour differential to which the employees would have been eligible had they not been excused.
 - (b) Full-Time Employees who work on the day a holiday is observed shall be paid, in addition to the holiday allowance, at one and one-half (1 1/2) times the Hourly Adjusted Rate for time worked during their Scheduled Daily Tours. Hours worked outside the Scheduled Daily Tour shall be compensated at the Double Time and One-Half Overtime Rate.
- 5 Holiday Compensation for Part-Time Employees Shall Be as Follows:
- (a) Part-Time Employee who are excused from work on the day a holiday is observed shall be paid a holiday allowance equal to the holiday allowance such employee would receive if the employee was a Full-Time Employee, multiplied by a fraction, the numerator of which shall be the average number of hours the employee was regularly scheduled to work in the six (6) month period immediately preceding the termination (up to a maximum of thirty-five (35)), and the denominator of which shall be thirty-five (35).
- 6 Any employee who is absent and unexcused on the scheduled work day before and after the holiday shall not be paid the holiday allowance.
- 7 An employee who is scheduled for work on a holiday but who fails to report for work and is not excused shall receive no payment for the holiday.

**ARTICLE 33 - FORCE ADJUSTMENT - LAYOFF, PART-TIMING, AND
RECALL**

1 Layoffs and Part-Timing

Whenever force conditions are considered by the Company to warrant part-timing or layoff of employees such force adjustments as the Company may deem necessary, shall be made

among those Full-Time Employees and Part-Time Employees in a GCA, as defined in Article 21 – Transfers, Travel Allowances, and Moving Expenses, subject to the following conditions:

- (a) Prior to any employee being laid off or part-timed pursuant to this Article, Temporary Employees in the same job title and same GCA shall be work completed. However, such Temporary Employees may be retained or employed temporarily to meet peak load situations or other temporary situations unless there are qualified volunteers from among those Full-Time Employees and Part-Time Employees in the same job titles and GCA scheduled to be laid off who will assume the duties of the Temporary Employees.
- (b) In an effort to avoid force adjustments by means of layoff, the Company may offer within the organization, as an inducement to voluntarily leave the Company, a Termination Payment as specified in Article 34 (Termination Payments), plus compensation for any vacation to which the employee is entitled at the time of leaving the Company. In the event that further force adjustments by means of layoff are deemed by the Company to be necessary, the Union shall be advised by the Company as to its proposed plan for accomplishing such further force adjustments sixty (60) days before the adjustment is to become effective. During the first forty-five (45) calendar days of the sixty (60) day period, the Union may offer the Company, in writing, a plan to accomplish the force adjustments deemed by the Company to be required. If the Union's plan meets the foregoing requirements, the Company agrees to consider the plan proposed by the Union. If no such written plan is received by the Company from the Union within said forty-five (45) days, or if the parties are unable to agree upon a plan, the Company will proceed with the force adjustments according to the plan the Company proposed.
- (c) Whenever such force adjustments are accomplished by layoffs, layoffs shall be in inverse order of Seniority among the relevant universe of employees being considered by the Company for layoffs having the same job title and in the same GCA, except that:
 - (1) Employees who have been assigned to a management title, other than as a result of a temporary promotion, for a continuous period of twelve (12) or more months prior to their most recent return to the bargaining unit and whose most recent return to the bargaining unit from a management title other than one arising from a temporary promotion, is within twelve (12) months of a declaration of surplus or layoff in the bargaining unit title in the GCA to which they are assigned at the time (hereinafter referred to as a "Returning Manager"), shall be laid off prior to any other employee in the same job title and the same GCA, or a comparable title, location, or other factor being considered by the Company in connection with such layoffs.

- (2) For employees in the title of Senior Technician, the Company may retain one (1) Senior Technician in each GCA every two (2) Calendar Years, despite lesser Seniority.
- (d) When employees other than a returning manager (as described in Section 1(c)) in the affected job title within the same organization of the Company who have five (5) or more years Net Credited Service are notified by the Company that they are to be laid off, those employees shall have the right to select in order of Seniority, another job from a list of jobs with the same job title, in the same organization of the Company held by employees having the least Seniority within the employee's Force Adjustment Region (as outlined in the note below) provided (1) the selecting employee is qualified to perform the selected job; (2) the employee holding the selected job is not one of the employees designated for retention by the Company in accordance with Section 1(c) above; and (3) the employee holding the selected job has less Seniority than the selecting employee. The list of jobs held by the least senior employees identified above shall not be greater than the number of jobs declared surplus, or the number of employees who have indicated a desire to select from this list another job within the applicable Force Adjustment Region, whichever is less.

NOTE: The Force Adjustment Regions shall be comprised of the following groups of states:

REGION 1: NY, ME, NH, VT, MA, CT, RI, NJ, PA, DE, MD, WV, VA, DC

REGION 2: NC, SC, GA, KY, TN, MS, LA, FL, AL, AR, MO, KS, OK, TX

REGION 3: OH, IN, IL, MI, MN, WI, NE, IA, ND, SD

REGION 4: AZ, NM, CO, CA, MT, WY, UT, ID, WA, OR, NV, HI, AK

- (e) When the affected title exists in only one GCA within a Force Adjustment Region, the provisions of Section 1(d) will apply as if the Force Adjustment Regions were the entire country.
- 2 When the affected title in Section 1 (Layoffs and Part-Timing) above is Senior Technician or Service Coordinator, all employees in the GCA in each specific title shall be treated as though they are in the same organization of the Company for force adjustment purposes.

3 **No Layoffs for Six (6) Months**

There shall be no involuntary layoff of bargaining unit employees for a period of six (6) months from the Effective Date of this Agreement. The Company may implement voluntary leave programs in accordance with the terms of this Agreement.

4 **Recall**

If additions of Full-Time Employees or Part-Time Employees to the work force covered by the terms of this Agreement are required in the affected job titles and GCA within three

(3) years of the last layoff, the Company shall proceed as follows before hiring new employees:

- (a) Former Full-Time Employees or Part-Time Employees who held the affected job positions within the GCA at time of layoff, shall be offered recall to their prior job title (or its successor title or for a title of equivalent status for which they qualify), in the GCA in inverse order in which such employees were laid off, provided:
 - (1) Their period of layoff has not exceeded three (3) years; and,
 - (2) They are physically able to perform the duties of the work available.
- (b) Notice for recall shall be sent via electronic mail to the employee's last known electronic mail address on file with the Company.
- (c) The Company will assume that failure on the part of any former employee to notify the Company within fifteen (15) Calendar Days concerning acceptance of an offer of recall or to report for duty within fifteen (15) Calendar Days from the date of the offer, constitutes a rejection.
- (d) It shall be the responsibility of such former employees to notify the Company, at the employment office, of their desire for recall and to keep the Company currently informed of their correct electronic mail address.
- (e) Nothing in this Agreement shall limit the engagement of Temporary Employees in the event of an emergency or to meet peak load or other temporary situations.

5 Layoff Payments

Employees permanently laid off under the provisions of this Article will be entitled to a payment as specified in Article 34 (Termination Payments).

6 Relocation Expenses

An employee who is involuntarily relocated to a position that is outside his/her LPA will receive a lump sum relocation allowance provided the new reporting location exceeds thirty-five (35) road miles from the employee's old reporting location, and is further in road miles from the employee's current residence than the old reporting location.

Provided the relocation is not due to the employee voluntarily electing a transfer, assignment, reassignment, or other relocation or move, and provided that the employee actually relocates his/her residence within six (6) months from the effective date of the transfer, the allowance will be the lesser of:

- (1) the termination allowance for which they would have been eligible upon layoff with a minimum relocation allowance of \$8,500.00; or

(2) \$20,000.00.

For purposes of this Section 6, an employee that has been laid off (other than for cause or misconduct) and who makes a job claim shall not be considered to be voluntarily electing a transfer.

Surplus employees who are placed in a new location, and are compensated for actually relocating their residence, shall be offered the opportunity to move back to the former location with relocation compensation for the lesser of: (1) the termination allowance for which they would have been eligible upon layoff with a minimum relocation allowance of \$8,500.00; or (2) \$20,000.00 if the following conditions are met:

1. the employee is laid off at the new site within three (3) years of placement,
2. the employee relocates back to the original geographic location, and
3. the employee does not qualify for any other Company provided relocation compensation program.

ARTICLE 34 - TERMINATION PAYMENTS

- 1 A termination payment (“Termination Payment”), plus compensation for any vacation to which the employee is entitled at the time of leaving the Company, shall be paid to a Full-Time Employee who is laid off, subject to the employee’s timely execution and non-revocation of a separation agreement and general release of claims in favor of the Company and its subsidiaries and affiliates.
- 2 An eligible Part-Time Employee shall receive a prorated amount of a Termination Payment, which amount shall equal the Termination Payment such employee would receive if the employee was a Full-Time Employee, multiplied by a fraction, the numerator of which shall be the average number of hours the employee was regularly scheduled to work in the six (6) month period immediately preceding the termination (up to a maximum of thirty-five (35)), and the denominator of which shall be thirty-five (35), subject to the employee’s timely execution and non-revocation of a separation agreement and general release of claims in favor of the Company and its subsidiaries and affiliates.
- 3 For all bargaining unit employees employed by the Company on the Effective Date of this Agreement (“Effective Date Employees”), during the term of this Agreement the Termination Payment shall be computed in accordance with the following schedule and shall be based on the employee’s Net Credited Service and the employee’s Adjusted Rate, except that for an employee who received an evening or night differential payment for the week in which the date of the layoff or resignation occurred, the rate of pay shall include the evening or night differential payment.

YEARS OF NET CREDITED SERVICE	AMOUNT OF PAYMENT
Less than 1 year	None
1 year but less than 2 years	1 week's pay
2 years but less than 3 years	2 weeks' pay
3 years but less than 4 years	3 weeks' pay
4 years but less than 5 years	4 weeks' pay
5 years but less than 6 years	6 weeks' pay
6 years but less than 7 years	8 weeks' pay
7 years but less than 8 years	10 weeks' pay
8 years but less than 9 years	12 weeks' pay
9 years but less than 10 years	16 weeks' pay
10 years but less than 11 years	20 weeks' pay
11 years but less than 12 years	24 weeks' pay
12 years but less than 13 years	28 weeks' pay
13 years but less than 14 years	32 weeks' pay
14 years but less than 15 years	36 weeks' pay
15 years but less than 16 years	40 weeks' pay
16 years but less than 17 years	44 weeks' pay
17 years but less than 18 years	48 weeks' pay
18 years but less than 19 years	52 weeks' pay
19 years but less than 20 years	56 weeks' pay
20 years but less than 21 years	60 weeks' pay
21 years but less than 22 years	64 weeks' pay
22 years but less than 23 years	68 weeks' pay
23 years but less than 24 years	72 weeks' pay
24 years but less than 25 years	76 weeks' pay
25 years but less than 26 years	80 weeks' pay
26 years but less than 27 years	84 weeks' pay
27 years but less than 28 years	88 weeks' pay
28 years but less than 29 years	92 weeks' pay
29 years but less than 30 years	96 weeks' pay
30 years but less than 31 years	100 weeks' pay
31 years but less than 32 years	104 weeks' pay

Note: The maximum amount of termination payment shall not exceed twice the basic annual salary plus the applicable differential or one hundred four (104) weeks.

- 4 During the term of this Agreement for all bargaining unit employees whose start date is after the Effective Date of this Agreement, the Termination Payment shall be computed in accordance with the following schedule and shall be based on the employee's Net Credited Service and the employee's Adjusted Rate, except that for an employee who received an evening or night differential payment for the week in which the date of the layoff occurred, the rate of pay shall include the evening or night differential payment.

YEARS OF NET CREDITED SERVICE	AMOUNT OF PAYMENT
Less than 1 year	None
1 year but less than 2 years	1 week's pay
2 years but less than 3 years	2 weeks' pay
3 years but less than 4 years	3 weeks' pay
4 years but less than 5 years	4 weeks' pay
5 years but less than 7 years	6 weeks' pay
7 years but less than 9 years	8 weeks' pay
9 years but less than 11 years	12 weeks' pay
11 years but less than 13 years	16 weeks' pay
13 years but less than 15 years	20 weeks' pay
15 years but less than 17 years	24 weeks' pay
17 years but less than 19 years	28 weeks' pay
19 years but less than 21 years	32 weeks' pay
21 years but less than 23 years	36 weeks' pay
23 years but less than 25 years	40 weeks' pay
25 years but less than 27 years	44 weeks' pay
27 years but less than 29 years	48 weeks' pay
More than 29 years	52 weeks' pay

Note: The maximum amount of Termination Payment shall not exceed fifty-two (52) weeks.

- 5 The Termination Payment shall, at the option of the employee, be paid in a lump sum, less applicable deductions, or as income continuation in periodic installments, subject to the limitations in Paragraphs 5(a) and 5(b) below. If an employee elects to receive income continuation periodic installments, each installment will be equal to one (1) week of the Adjusted Rate, for each week in the employee's normal payroll period, less applicable deductions, and will be paid during the normal payroll period. Income continuation periodic installments shall continue until the earliest occurrence of either of the following events:
- (a) The total amount of the income continuation installments to the employee equals the total amount of Termination Payment which the employee is to receive.
 - (b) The employee is recalled or rehired as a Full-Time Employee or Part-Time Employee by the Company.
- 6 Employees who have received or elect to receive a Termination Payment in a lump sum shall, as a condition precedent to being recalled or rehired as Full-Time Employees or Part-Time Employees of the Company, repay that portion of the Termination Payment they received that is equal to their Adjusted Rate multiplied by the difference between the number of weeks used to compute their Termination Payment and the number of weeks (or fraction thereof) from the date of their termination to the date of their recall or rehire as Full-Time Employees or Part-Time Employees of the Company. Employees who are

recalled or rehired as other than Full-Time Employees or Part-Time Employees and who are subsequently reclassified as Full-Time Employees or Part-Time Employees, shall, as a condition precedent to such reclassification, also make repayment pursuant to this Section 6 based upon the difference between the number of weeks used to compute their Termination Payment and the number of weeks (or fraction thereof) from the date of their termination to the date of their reclassification.

- 7 The Termination Payment for an individual (1) who has been previously laid off or terminated by the Company; (2) who has received Termination Payment either in a lump sum or in the form of periodic income continuation installments; (3) who is re-engaged; and (4) who is again laid off or terminated after having been re-engaged, will be calculated as follows:

The number of weeks used to compute the Termination Payment net of repayment pursuant to Section 6 shall be deducted from the number of weeks that would be used to compute the Termination Payment as of the date that the employee is again laid off or terminated.

- 8 The provisions of Section 1 do not apply in case of:
- (a) An employee leaving the Company voluntarily without inducement by the Company;
 - (b) An employee on a leave of absence;
 - (c) An employee who is dismissed for misconduct;
 - (d) An employee who is classified as a Temporary Employee at the time they are work completed.

9 **Special Separation Payment**

During the term of this Agreement, for Effective Date Employees, upon any retirement from employment that does not qualify the employee for a Termination Payment above, in addition to the employee's right to pension benefits and any other benefits or payments required under this Agreement, the employee shall receive a one-time separation payment of five thousand dollars (\$5,000).

ARTICLE 35 - REASSIGNMENT PAY PROTECTION PLAN

- 1 Full-Time Employees who are assigned by the Company to vacancies in accordance with Article 21 (Transfers, Travel Allowances, and Moving Expenses) to a title that is a downgrade and where the Standard Rate of pay of the new job title is less than the Standard Rate of pay of the former job title will receive a onetime lump sum payment.
- 2 Full-Time Employees with less than 15 years of service will receive a onetime lump sum payment equal to 60 times the difference in the employee's Standard Rate between the new

job title and the former job title times the number of hours in the employee's Scheduled Weekly Tour. Employees with 15 years or more of service will receive a onetime lump sum payment equal to 120 times the difference in the employee's Standard Rate between the new job title and the former job title times the number of hours in the employee's Scheduled Weekly Tour.

- 3 A joint committee may be set up, at the request of either party, to discuss alternatives to involuntary downgrades. The impact and effect of such changes on the employees shall be appropriate matters for discussion. The Company will discuss with the Union:
 - (a) What steps might be taken to offer employment to employees affected:
 - (1) In the same locality or other localities in jobs which may be available in occupations covered by the collective bargaining agreements between the parties.
 - (2) In other occupations in the Company not covered by the collective bargaining agreement.
 - (3) In other Company affiliates, subsidiaries or entities.
 - (b) The applicability of various Company programs and agreement provisions relating to force adjustment plans and procedures, including ACTOP, Reassignment Pay Protection Plan, Termination Payments, retirement, transfer procedures and the like.
 - (c) The feasibility of the Company providing training for other assignments for the employees affected. (Example: sponsorship of typing training on Company time.)

ARTICLE 36 - SENIORITY

- 1 Net Credited Service shall be taken into account in the treatment of employees insofar as the conditions of the business and the abilities of the employees permit, and consistent with the terms of this Agreement.
- 2 It is understood by the parties that the provisions of Section 1 apply to all Articles of this Agreement.

ARTICLE 37 - CONTRACTING OF WORK

- 1 In making decisions regarding contracting of work, it is management's objective to consider carefully the interests of both customers and employees along with all other considerations essential to the management of the business. Some of these considerations include but are not limited to law, regulations, changing industry structure, economic conditions, and business considerations.

- 2 Projects involving types of traditional work which have been regularly performed by bargaining unit members in a work group (which, for the avoidance of doubt, shall not include Overflow Work) will not be contracted out unless such contracting out will not currently and directly result in any involuntary layoffs or part-timing of Full-Time Employees in the same GCA and work group in which the contracting work is to be performed.
- 3 All work normally performed by bargaining unit members that has been contracted out will be reviewed by the Constructive Relationship Council (under Article 8 Section 7), affording the Union an opportunity to suggest ways in which the Company could in the future, use bargaining unit members to perform the contracted out work.
- 4 The provisions of this Article will be subject to the grievance procedure contained in Article 10 (Grievance Procedure), but shall not be subject to the arbitration provisions contained in Article 11 (Arbitration).
- 5 The parties mutually desire to provide a vehicle, other than litigation, by which certain subcontracting disputes can be amicably and expeditiously resolved in the future.
- 6 Because of the competitive nature of markets, fluctuating workloads and the need to provide prompt response to customer demands, the Company cannot agree that it will not contract work which might otherwise be performed by its employees. It has agreed, however, to provide for a neutral third party review of its compliance with the terms of this Article.
- 7 In furtherance thereof, the parties have agreed as follows:
 - (a) In lieu of all other procedures set forth in Article 11 (Arbitration), the following procedure shall apply to grievances alleging that the Company has contracted work in violation of this Article.
 - (1) Within thirty (30) days of the denial of the Union's grievance at the third step, the Union's national office may request, in writing, that the grievance be submitted to a neutral third party to be mutually agreed upon by the parties.
 - (2) The parties shall schedule a meeting with the neutral third party within thirty (30) days of the Union's appeal. At a meeting with the neutral, the Union shall have the opportunity to explain why it believes that the contracting at issue either currently and directly caused layoffs or part-timing of employees in circumstances set forth in Section 2 above. The Company shall then have the opportunity to respond.
 - (3) Except as agreed upon by the parties, the meeting shall be informal. Normally witnesses shall not be called. No transcript shall be made. The

neutral shall issue a written decision within thirty (30) days of the meeting which shall include the neutral's reasoning for such decision, and both parties hereto agree to be bound by the neutral's decision. No other decision or opinion shall issue, and the decision of the neutral shall not be used or cited as precedent in any future cases. If the neutral's decision upholds the Union's grievance, an amount of money, computed by using the Adjusted Rate, including premium payments (such as overtime and holiday allowance if appropriate) of the employees on layoff, and the number of hours of work contracted which would otherwise have been performed by employees who have been laid off as a current and direct result of the contracting, shall be distributed among those individuals as determined by the parties.

- (b) The compensation and expenses of the neutral third party and the general administrative expenses of the meeting with the neutral shall be borne equally by the Company and the Union. Each party shall be responsible for payment for time consumed by and the expenses of its representatives.
- (c) No more than one (1) neutral third party meeting described herein shall be held in each calendar quarter, and the selected neutral shall hear all grievances which have been appealed to this dispute resolution process at least seven (7) days prior to the selection of the neutral.
- (d) These procedures shall be the sole and exclusive means by which contracting grievances unresolved after the exhaustion of the procedures set forth in Article 10 (Grievance Procedure) may be addressed.

ARTICLE 38 - EMPLOYEES IN MILITARY SERVICE OR ACTIVE DUTY FOR TRAINING

A Full-Time Employee or Part-Time Employee (not a Temporary Employee) who enters the United States Uniformed Services for Active Duty for Military Service, shall be granted a Military Leave of Absence for the period of his/her necessary absence. Voluntary extension of military service beyond five (5) years shall not be construed as necessary absence. A Full-Time Employee or Part-Time Employee (not a Temporary Employee) who is a member of a reserve component or organized militia of the state and enters upon Military Training Duty will be granted a Military Leave of Absence for the period of the necessary absence for such training. The term "Uniformed Services" as used herein shall mean Uniformed Services of the United States as specified in the Uniformed Services Employment and Reemployment Rights Act of 1994.

An employee on a Military Leave of Absence for Active Duty for Military Service or military training duty and who has re-employment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 and who makes application for reinstatement within the period provided in the law will receive upon reinstatement, full service credit for the period of absence for military service or training duty.

- 1 Military Leaves of Absence will be with eligibility to sickness disability benefits at the termination of the leave if the employee is then disabled but otherwise entitled to reinstatement in accordance with the terms of the Company Benefit Plans.

In death cases occurring during a Military Leave of Absence, sickness death benefits, where payable, shall be based upon the term of Net Credited Service at the time the leave was granted, plus the elapsed time of Military Leave of Absence to the date of death, and shall be computed at the time the leave began.

Sickness disability benefits, where payable, shall be granted upon the Net Credited Service at the time the leave was granted plus the elapsed time on Military Leave of Absence to the termination of such leave, and shall be computed on the basis of Avaya pay in effect at the time of the employee’s reinstatement.

- 2 It is the policy of Avaya to pay a Military Differential Pay to Full-Time Employees and Part-Time Employees (not Temporary Employees) who receive and provide the Company with a copy of military orders for military service in the U.S. Armed Forces subject to conditions imposed by federal law.

Military Differential Pay is the excess of Avaya pay over military pay received by an eligible employee while on a Military Leave of Absence. Avaya pay is an employee’s Adjusted Rate (excluding overtime) in effect at the time the Military Leave of Absence begins. Night differentials, seven-day coverage and transition payments (non-lump sum) are included. Military pay is an employee’s military basic pay rate in effect when the Military Leave of Absence begins. All allowances and supplementary pay elements (i.e., BAS (Basic Allowance for Subsistence), BAQ (Basic Allowance for Quarters), Hazardous Duty Pay, Proficiency Pay, Special Duty Pay) are not included.

Provided the employee provides satisfactory documentation supporting the number of days requested, the Military Differential Pay shall be up to the limits prescribed in the following or the period of Military Service, whichever is shorter:

If the leave of absence and duration are...	And the date the leave begins the employee’s Net Credited Service is...	Then the duration of Military Differential Pay is...
Active Duty for Military service (normally 2-5 years)	1 year or less	First 15 weeks
(See Note 3)	More than 1 year	First 26 weeks
Military Training Duty - normally 2 weeks (See Note 1)	No minimum	A maximum of 20 scheduled work days (including holidays) in each

		military fiscal year (October 1 - September 30)
Initial Active Duty for Training (at least 3 consecutive months but no more than 18 months)	No minimum	First 4 weeks (20 days)
Emergency Service	No minimum	A maximum of 20 scheduled work days (including holidays) in each Calendar Year (See Note 2)

Note 1: Includes attendance at schools for special military courses of instruction which may last several months.

Note 2: An absence for Emergency Service does not affect an employee's right or eligibility with respect to Military Training Duty, Initial Active Duty for Training, or Active Duty for Military Service. If the local emergency situation exceeds 20 scheduled workdays, pay treatment for additional time must be approved by the Avaya Pension Plan Administrator.

Note 3: Payment of Military Differential Pay, for up to the maximum durations described above, is limited to the time when an employee initially enters Active Duty for Military Service. The employee is not again eligible for the maximum payments, regardless of the number of times the employee enters Active Duty for Military Service.

Full-Time Employees or Part-Time Employees who volunteer for Military Training Duty (including attendance at schools for special military courses or instruction) or Emergency Service without receiving military pay, will be authorized time off but without Avaya pay or Military Differential Pay.

Upon furnishing official written documentation to his/her supervisor, a Full-Time Employees or Part-Time Employee may be granted up to three (3) scheduled workdays off with pay to report for registration, testing and/or a physical examination for induction into Active Duty for Military Service or Initial Active Duty for Training.

- 3 An employee who receives a notice to report for Active Duty for Military Service or any Military Training Duty, shall immediately present such notice to his/her supervisor.

ARTICLE 39 - ADDITIONAL SCHEDULE AND WORK HOURS MATTERS

1 Weekly Work Schedules and Hours of Work

(a) General

- (1) All assignments of working forces shall be subject to service and work requirements. The decision of the Company with respect to service and work requirements shall be controlling.
- (2) The working conditions of an employee shall be those specified for the group to which the employee is assigned. When an employee is assigned temporarily to a different group within an office or to a similar or different group in another office, the employee shall assume the working conditions of the temporary assignment.
- (3) Normal Tours at each office for each department shall be as specified and determined by the Company.

(b) Weekly Work Schedules

- (1) The Normal Work Week shall consist of five (5) Tours in one (1) Calendar Week of Monday through Saturday, inclusive, except that in any work operation where the Company regularly provides coverage on each day of the Calendar Week the work week shall consist of five (5) Tours in one (1) Calendar Week of Sunday through Saturday, inclusive.
- (2) In a week in which an authorized holiday occurs, one (1) of the scheduled Normal Tours shall be on the holiday.

(c) Tour Selection

An employee shall be permitted to select the Tour the employee desires to work subject to the following conditions:

- (1) An employee shall not be permitted to select the days of the week the employee is to work or the type of work the employee is to perform.
- (2) Tour selection shall occur at least two (2) times during each Calendar Year.
- (3) Where there are two (2) or more regular Full-Time Employees in a work group, they shall be allowed to choose their Tour based on Seniority, qualifications and needs of the business permitting.
- (4) Where there are two (2) or more regular Part-Time employees in a work group eligible for the same Tour in the same area, they shall be allowed to choose their Tour based on Seniority, qualifications and needs of the business permitting.
- (5) The provision of Paragraph 1(c)(2) shall not apply in occupational and/or administrative units where employees' scheduled hours of work and days regularly scheduled do not normally vary.

(d) Hours of Work - Scheduling

- (1) Work schedules will be established for each Calendar Week, designating the days and hours of work for each employee. Such schedules shall be posted not later than 3:00 P.M. Wednesday of the preceding week.
- (2) The Company may change an employee's work schedule by notifying the employee at least forty-eight (48) hours in advance of the first changed hour.
- (3) When an employee's work schedule is changed without forty-eight (48) hours' notice in advance of the first changed hour, as provided for in Section 1(d)(2) all hours worked outside of the employee's established schedule shall be paid at Time and One Half.
 - (i) Schedule changes should be the exception rather than the rule, if used.
 - (ii) Schedules will be posted as far in advance as possible, but no later than Paragraph 1(d)(1), i.e. when the job dates are determined.
 - (iii) Paragraph 1(d)(3) 48-hour change allowance is for emergencies and unforeseen circumstances only.
- (4) The provision of Section 1(d)(1) shall not apply in occupational and/or administrative units where employees' scheduled hours of work and days regularly scheduled do not normally vary.

(e) Relief/Meal Period

The assignment of Relief Periods will be determined by the Company and will be subject to force and work conditions in each office or location. One (1) Relief Period will normally be assigned to each employee working a Tour of four (4) to six (6) hours. Two (2) Relief Periods and a Meal Period will normally be assigned for each employee working a Tour of over six (6) hours. Unless unusual conditions develop, such Relief Periods shall start not less than one (1) hour from the beginning or end of the Tour.

(f) Daylight Savings Time

- (1) On the night the change is made from standard to daylight savings time, no deduction in pay shall be made even though the actual Work Time is reduced by one (1) hour for Tours scheduled to end after 2:00 A.M.
- (2) When the change is made from daylight savings time to standard time, an employee scheduled to work a Tour ending after 2:00 A.M. may be required

to work additional time. That additional time will be paid in accordance with Section 2 (Overtime).

(g) Minimum Scheduling - Part-Time

Part-time employees shall be scheduled to work not fewer than three (3) hours on any given day on which such employees are scheduled to work.

2 Overtime

(a) Overtime Payments

Employees required to work overtime shall be paid at the Time and One-Half Overtime Rate for work performed under the following conditions:

- (1) For hours worked outside an employee's Scheduled Daily Tour provided the Scheduled Daily Tour actually worked by the employee on such day is eight (8) hours or more.
- (2) Time worked in excess of forty (40) regularly scheduled hours in a Calendar Week.
- (3) On a Non-Scheduled Day other than a holiday.

(b) Double Time Payments

Overtime worked in excess of eight (8) hours at the Time and One-Half Overtime Rate (as provided in Section 2(a)) within a Calendar Week shall be paid at the Double Time Overtime Rate.

(c) Overtime Continuous with a Tour

Overtime continuous with a Tour worked shall be considered as occurring on the same day as such Tour. Overtime not continuous with a Tour shall be considered as occurring on the day such period of overtime started.

(d) Work assignments outside of scheduled Tours that will cause an employee to incur overtime to be performed by a bargaining unit member shall be scheduled accordingly:

- (1) Volunteers will be solicited by the Company among eligible and qualified employees based on skillset required to perform the work and employee Seniority.
- (2) In the event there are no volunteers, then eligible and qualified employees on callout will be scheduled.

- (3) In the event there is no callout employee or the callout employee is already scheduled, a bargaining unit employee will be assigned to the work based on qualifications and skillset required to perform the work in inverse Seniority order.
- (4) If there is no availability among bargaining unit employees in accordance with the above procedures, the Company may utilize other resources for such work assignments.

3 Differentials and Other Payments

(a) Night Differential

- (1) Employees whose weekly work schedules consist of regularly scheduled Night Tours shall receive a night differential of ten percent (10%) of their Adjusted Rate.
- (2) Employees who work fewer than five (5) Night Tours in a calendar week shall be paid a differential equal to one-fifth (1/5) of the night differential for each scheduled Tour so worked.

(b) Call-In Payments

- (1) An employee contacted while at home and off duty and required to immediately report to work during a day they were not scheduled to work or during a previously excused scheduled Tour on an authorized holiday shall be paid for all time worked, including a reasonable amount of travel time going to and from home, at the employee's overtime rate. Payment for time worked on a call-in plus pay for traveling time, as specified shall not be less than two (2) hours pay, at the employee's overtime rate. For such work performed during an employee's excused Scheduled Daily Tour on a holiday, the employee shall be compensated as set forth herein, in addition to any holiday allowance to which the employee is entitled. For such work performed outside the period of the employee's excused Scheduled Daily Tour on a holiday, the employee shall be paid as set forth herein, except that two and one-half (2 1/2) times the employee's Adjusted Rate shall be substituted for the employee's overtime rate. The provisions of this Paragraph 3(b)(1) do not apply if such time worked is continuous with the employee's Scheduled Daily Tour other than a previously excused scheduled Tour on an authorized holiday. Time allowed for a Meal Period shall not be considered as a break in the continuity of Work Time.
- (2) When an employee is contacted while at home and off duty and is required to immediately report to work during non-scheduled periods and the time worked as a result of the call-in is continuous with the employee's

Scheduled Daily Tour other than a previously excused scheduled Tour on a holiday, the employee shall be paid at the employee's overtime rate, including for a reasonable amount of one (1) way travel time from home, for time worked before the starting time of the employee's Scheduled Daily Tour. Payment for time worked on a call-in plus pay for traveling time, as specified shall not be less than two (2) hours pay at the employee's overtime rate. Time allowed for a Meal Period shall not be considered as a break in the continuity of Work Time. If, before the end of the employee's Scheduled Daily Tour, the employee is directed by management to travel back to their residence for a rest period, the employee shall be reimbursed for personal vehicle usage at the at the current IRS allowable mileage rate, plus actual out-of-pocket travel related expenses incurred in connection with such travel and shall be paid for scheduled time not worked as a result of such direction.

- (3) Employee's receiving call-in payments pursuant to Sections 3(b)(1) or 3(b)(2) above shall not be entitled to payments or reimbursement as provided for in Article 21 (Transfers, Travel Allowances and Moving Expenses), except that employees shall be reimbursed for authorized personal vehicle usage at the at the current IRS allowable mileage rate, plus actual out-of-pocket travel related expenses incurred in connection with such travel.

(c) Call-Up Payments

- (1) When a telephone call is made or authorized by a supervisor to an employee during periods the employee is not on Work Time, the employee will be compensated if the call meets all of the following criteria:
 - (i) The call is made outside the employee's Scheduled Daily Tour or on a Non-Scheduled Day or an excused holiday;
 - (ii) The employee uses his or her job knowledge and skill; and,
 - (iii) The call was not necessitated by error or omission by the employee.
- (2) An employee who meets the preceding criteria will be compensated for such time as follows:
 - (i) A call-up of less than one-quarter (1/4) hour, paid one (1) hour of overtime pay at applicable rate.
 - (ii) A call-up of one-quarter (1/4) hour, but less than one (1) hour, paid two (2) hours overtime pay at applicable rate.

(iii) A call-up of one (1) hour or longer, paid the greater of two (2) hours overtime pay at applicable rate or the actual time for such call.

(3) When more than a single telephone call is involved, the compensation of each call shall be as prescribed above; however, the total compensation for the telephone calls shall not be greater than that to which the employee would have been entitled had the employee been on the telephone continuously for the combined duration of each telephone call.

(d) On-Call Payments

(1) Employees with necessary skills may be required to remain in contact with the Company outside of scheduled Tours by use of electronic or other communication devices. Employees with necessary skills will be solicited on a voluntary basis; however, if there is an insufficient number of volunteers, the Company will assign this requirement to employees having the necessary skills in the aforementioned work groups. Depending on operational needs, employees with the necessary skills may be assigned on-call for one (1) day, or more than one (1) day up to and including seven (7) consecutive days. Those employees required to remain in contact will receive a payment equal to one and one half (1 ½) hours of pay at their Hourly Adjusted Rate for each on-call assignment. Employees called-up will be eligible for call-up treatment as provided in Section 3(c) above. Employees actually called in will be eligible for call-in payment as provided for in Section 3(b) above.

(2) When, because of illness or other absence, another employee is required to substitute for the employee assigned on-call responsibility, the substituting employee will receive the daily on-call payment (under the same terms and conditions described in Paragraph (1) above) instead of the originally assigned employee for each day of substitution.

(e) Sunday Payments

Payment to employees for all hours worked during a Scheduled Daily Tour on a Sunday shall be paid at Time and One-Half. All other hours worked on a Sunday will be paid at the Time and One-Half Overtime Rate or the Double Time Overtime Rate, as appropriate.

(f) Management Relief Differential

(1) An employee who is assigned to relieve a management employee shall receive a payment of twenty dollars (\$20.00) for each Tour or part in excess of one-half (1/2) thereof so worked.

- (2) Employees assigned to relieve a management employee may perform all duties normally performed by the manager except that the employee shall not have access to personnel files and may not administer disciplinary action. Employees may also perform their normal duties while relieving the manager.
- (3) For the avoidance of doubt, any overflow work shall not qualify for the management relief differential.

(g) Christmas Eve and New Year's Eve Payments

For Tours or overtime worked on December 24 and December 31, an employee shall be compensated at the double time rate for all time worked between 7:00 P.M. and 12:00 midnight.

(h) Temporary Assignment to Higher Occupational Job Classification

Employees temporarily assigned to work in a higher occupational job classification shall receive a classification differential for each day in which an employee works three (3) or more hours in the higher assignment. Such daily classification differential shall be one-fifth (1/5) of the promotional increase which would apply if the assignment in the higher classification were on a permanent rather than on a temporary basis. Temporary Assignment to Higher Occupational Job Classification shall not exceed twelve (12) continuous months without consultation with the Union.

4 Senior Technician Certification Bonus Program

- (a) The following Senior Technician Certification Bonus Program (the "Certification Program") described herein shall apply during the first eighteen (18) months following the Effective Date of this Agreement, and thereafter the Certification Program shall terminate and the Company shall have no liabilities or obligations, including with respect to any payments, with respect to the Certification Program.
- (b) The Company and the CWA have agreed to implement and administer a Certification Program for the following job title: Senior Technician (the "Covered Title"). The Certification Program is designed to provide added incentive for employees in the Covered Title to grow their skills and knowledge in IP and converged products and technologies.
- (c) The Certification Program includes the following features:
 - (1) The program is voluntary and available to employees in the Covered Title.

- (2) Employees in the Covered Title will be eligible to participate in the Certification Program, regardless of whether the course is applicable to the employee’s current job assignment.
- (3) Participants may take courses through both the Alliance and Avaya. CWA training programs will be used where available.
- (4) Certification bonuses associated with achievement of various levels will be subject to the following:
 - (i) Bonuses will not be part of the employee’s Standard Rate of pay or basic wages for purposes of differential or benefits payments.
 - (ii) Bonuses will be paid on a semi-annual basis in June and December.
 - (iii) Bonuses will be pro-rated based on the employee’s first full month in the new level.
 - (iv) Bonuses will be subject to recertification requirements.
 - (v) Employees who resign or are terminated for cause are not eligible to receive the bonus.
 - (vi) Bonuses are not cumulative and will not be added to bonuses for lower levels of certification; employees may only receive the bonus associated with the highest level that they have attained.
 - (vii) Bonuses are subject to normal taxes and withholdings.

Attainment Levels	Certification Requirements	Semi-Annual Bonus
	Programs highlighted in green are being retained for 2023. Note the certifications that note “Expiration Date” expire and are not counted towards the bonus level once expired. The programs highlighted in red are no longer offered but do count towards certification level if they don't expire , noted as "No Expire."	
<u>Level 1</u> Requires 2 current certifications in this Level 1/2 section.	A+ Orig Cert Date No Expire	<u>Level 1</u> \$500 <u>Level 2</u> \$1,100
	Net+ Orig Cert Date No Expire	
	ASTA - 70080W Avaya Session Border Cont. Midmrkt WBT No Expire Exam 70080T	
	ASTA - 77120W Avaya Equinox for Midmarket Solutions WBT No Expire Exam 7012T	

<p>Level 2 Requires 3 current certifications in this Level 1/2 section.</p>	<p>CompTIA Cloud Essentials</p>	
	<p>SIP Expiration Date</p>	
	<p>ACSS 7220 Avaya AuraCore Component No Expire Exam 72200X</p>	
	<p>ASTA - 9090 Avaya Call Mngmt System No Expire Exam 70190T</p>	
	<p>ACSS - 7230 Avaya Aura Communication Applications No Expire Exam 72300X</p>	
	<p>ACIS - 7594 Avaya Solutions Platform No Expire Exam 75940X</p>	
	<p>ACIS - 7130 Avaya Aura Comm Apps No Expire Exam 71300X</p>	
	<p>ACIS - 7141 Avaya Meetings Server Implementation No Expire</p>	
	<p>ACSS - 7694 Avaya Solutions Platform No Expire Exam 76940X</p>	
	<p>ACIS -7120 Avaya AuraCore Component No Expire Exam 71200X</p>	
	<p>ADRA-0001 Avaya Cloud Office Design WBT No Expire Exam 64112T</p>	
	<p>ACIS - 7720v Avaya IPO Platform No Expire Exam 77200X</p>	
	<p>8007V Avaya Vmware 1 Avaya Learning instructor led No Expire</p>	
	<p>Phybridge</p>	
	<p>Level 3 Requires current Level 2 status and 2 current certifications in this Level 3/4 section.</p> <p>Level 4 Requires current Level 3 status and 3 current certifications in this Level 3/4 section.</p>	
<p>CCNA - No longer offered but some techs renew on their own</p>		
<p>Linux+ No Expire</p>		
<p>Security+ Expiration Date</p>		
<p>Cloud+ Expiration Date</p>		
<p>Server+ No Expire</p>		
<p>VMware Digital Workspace No Expire</p>		
<p>VMware Data Center Virtualization No Expire</p>		
<p>ASTA - 9140 (20800V) Avaya Session Border Controller for Enterprise Platform Independent No Expire Exam 20800T</p>		
<p>ACSS - 7180 Avaya IX Messaging No Expire Exam 71801X</p>		
<p>ASTA - 9170 Avaya Equinox Attendant WBT No Expire Exam 71720T</p>		
<p>ASAC-0013 Administering Avaya IP Office Platform R11 WBT No Expire Exam 67200T</p>		
<p>ACIS - 6202 Avaya Aura Contact Center No Expire Exam 6210</p>		
<p>ACSS - 3000 Avaya IP Office Platform No Expire Exam 78200X</p>		
<p>ASAC-0030 Avaya Cloud Office Admin. No Expire Exam 64022T</p>		
<p>ACSS - 7241 Avaya Meetings Server No Expire</p>		

- (5) Each employee in the Covered Title will be eligible for a minimum of 20 hours of training in support of certification curriculum components, in addition to the 40-hours of training referenced in Article 28, Section 1. Additional Company-paid training time will be provided as business conditions permit. Employees may elect to pursue additional training, certification, and certification advancement on personal time.
- (6) When a Certification Program training opportunity is presented, the most senior participant in the workgroup with the recommended pre-learning for the course or class will be offered the training. If circumstances will not allow the most senior participant to attend, then that employee will be offered the next opportunity provided that employee has completed the recommended pre-learning for the training opportunity.
- (7) Employees will be provided appropriate time for recertification prior to the expiration date of a certification. Employees will be provided a 60-day “grace period” from the expiration date of the certification to ensure sufficient opportunity to complete re-certification. If the employee is provided the opportunity and is unsuccessful in completing re-certification within the 60-day period, the employee will revert, effective the certification expiration date, to the highest level for which the employee remains certified and will be eligible for the bonus associated with that level. No past bonuses will be affected.
- (8) The Company and the CWA will work cooperatively to encourage participation in the Certification Program, to monitor progress towards objectives, and to explore opportunities for continuous improvement in attainment rates.
- (9) On-line tools will be used to support the Certification Program’s participation, questions and answers, and required reporting
- (10) The Certification Program is subject to updates and changes to certification offerings. Industry and Avaya certification requirements are periodically updated and changed. New certifications may be added to the Certification Program to address changing needs or new product offerings.

ARTICLE 40 - MOTOR VEHICLE USAGE

- 1 The Company’s Motor Vehicle Guidelines shall be applicable to the employees covered by the terms of this Agreement. The Motor Vehicle Guidelines shall be applied in a non-discriminatory manner.

- 2 It is the policy of the Company to indemnify and hold harmless from liability, employees who are determined to be liable to others as a result of the actions and/or simple negligence of the employees arising in the scope of their employment. Employees operating in accordance with the Motor Vehicle Guidelines will be considered to be acting within the scope of their employment.
- 3 Participation by any such employees in the Motor Vehicle Usage Plan (“MVUP”) under the Company’s Motor Vehicle Guidelines will be on a voluntary basis. If an employee elects not to participate, the personal vehicle usage policy will be implemented.
- 4 Employees who participate in the MVUP will be expected to provide normally secure and legal storage for the vehicle at their places of residence. If the vehicle cannot be properly stored at an employee’s place of residence, storage of such vehicle will either transition to a Company-approved property, if available, or the employee will “opt out” of the MVUP and move into the personal vehicle usage policy.
- 5 The Company will make arrangements for maintenance of the vehicle; however, it will be the responsibility of the employee to whom the vehicle is assigned to assure that the vehicle is properly maintained.
- 6 Time spent by an employee in traveling from the employee’s residence to their designated work area, and from the designated work area back to such place of residence, shall be considered regular unpaid commute time and not time worked. However, when an employee begins or ends their Tour outside of their designated work area, the first thirty (30) minutes of travel shall be considered regular unpaid commute time, and the remainder shall be considered as actual time worked.
- 7 Travel time spent by an employee, at the direction of the Company, not associated with a normal assigned Tour, shall be considered as actual time worked.

ARTICLE 41 - REMOTE WORK

- 1 The Company may direct employees to work remotely (including working from home), or institute reasonable return to work policies, consistent with business needs. For employees instructed to work from home, the Company will provide computers and/or laptops and headsets and replace as needed. All final decisions on equipment will be at the sole discretion of Company management. All ergonomic equipment requests will be considered through the Avaya Workplace Accommodation process.
- 2 The following general principles shall apply to employees working remotely:
 - (a) Working remotely is considered no different than reporting to work in person, and every effort should be made to maintain a professional work environment (i.e. background noise kept to a minimum etc.). Employees are also expected to comply with all Company policies, including but not limited to any policies governing dress

codes, professional behavior, and discrimination, harassment, or retaliation, unless such Company policy conflicts with the terms of this Agreement.

- (b) Employees must work from their designated remote work location, as reflected in the Company's Human Resources Information System. The Company and the CWA agree that employees should live within a reasonable commuting distance from their primary Avaya office location, provided that such location exists for such employees. Each employee must provide the Company with reasonable advance notice of any planned relocation of the employee's primary residence if the employee's designated remote location is their primary residence. The Company shall have the right to approve or deny any requested change to an employee's designated remote work location, provided that the Company will not unreasonably withhold such approval if the change will not result in the employee changing the state the employee works in, will not otherwise result in additional costs or operational burdens for the Company, and is otherwise consistent with the Company's operational needs. The Company and the CWA recognize that individuals have autonomy to choose where they live. For the avoidance of doubt, in the event some employee chooses to relocate, the employee shall still be required to attend meetings as required by the Company, and the employee shall not be paid for any travel time or expenses associated therewith.
- (c) Employees must be prepared for work at the start time of their scheduled Tour, including being logged in to the appropriate work systems, maintaining a reliable internet connection, having all essential work tools and applications set up, and being accessible to team members for effective remote collaboration (including through emails, calls, videoconferences, and instant messaging).
- (d) Employees are accountable for maintaining productivity and meeting performance expectations in accordance with their job duties. Regular remote check-ins and progress updates may be required by employees' supervisors and managers to ensure work objectives are being met.
- (e) If damage to the Company's equipment is due to an unforeseen circumstance, no action will be taken.
- (f) If home internet service is slow or there is a network outage and productivity is reduced, the Company reserves the right to take reasonable steps to correct such issues, including having the employee return to work at one of the Company's offices. If an employee's internet service does not fully return to a reliable status within three (3) hours, the employee shall have the option to use vacation time to compensate for this time, or to be considered as having excused unpaid time off, provided that excused unpaid time off hereunder may be used a maximum of three (3) instances per Calendar Year.

- (g) Employees are expected to work their Normal Tour unless otherwise directed by management.
- (h) Employees are to make sure they log off from their phone (Avaya IX or other soft phone) and lock their laptop computer at the end of their Tour.
- (i) Employees are to ensure their laptop is protected from theft and unauthorized access (children, spouse, etc.) at all times as it contains confidential and proprietary information.
- (j) Employees are to safeguard all system access (passwords, tokens etc.), and must adhere to all Company policies related to data security and confidentiality, as in effect or amended from time to time, unless these Company policies conflict with the terms of this Agreement.
- (k) Any work-related injury is covered under the Avaya Worker's Compensation Policy.
- (l) The parties acknowledge that the hybrid model applicable to employees in Colorado continued through September 30, 2024 pursuant to the terms of that certain grievance settlement entitled "Avaya 2nd Step Disposition for Grievance 21-0007 and 21-0008," effective July 18, 2022 through September 30, 2024.

ARTICLE 42 - ELECTRONIC MONITORING

- 1 Sampling of service and other electronic performance monitoring tools, used in the spirit of trust and respect, is a valuable tool to enhance customer service. To assure courteous treatment, accurate information and superior service customer calls may be monitored to assist in the training and development of employees, identification of customer needs and product evaluation.
- 2 Feedback of calls sampled will be provided to the employee before the end of the second Scheduled Daily Tour after the sampled call, or as soon as reasonably practicable thereafter. The employee will be notified of exceptional service or gross customer abuse as soon as possible.
- 3 No employee will be disciplined as a result of service sampling except for gross customer abuse, fraud, violation of privacy of communications, any unlawful activity, or when developmental programs have not been successful. However, for the avoidance of doubt, information obtained from electronic monitoring and/or as a result of service sampling may be used in employee scorecards. A developmental program will be jointly developed by the associate and the coach to bring the best quality service to the customer.

- 4 It is agreed that all past practices and local letters of agreement which restrict the practice of service observing and monitoring are eliminated. The Company will continue to comply with any applicable laws regarding service monitoring or observation.
- 5 For the purpose of electronic monitoring, call observation shall not exceed more than ten (10) calls per month for each employee in any center unless unusual or unforeseen circumstances exist, or unless the employee has prior performance issues.
- 6 Disputes regarding a violation of this Article 42 will be subject to the grievance procedure. If the case is not settled, it may proceed to arbitration.
- 7 In the instance of a case involving recording technology, if the arbitrator upholds the grievance, the Union and the Company agree that the remedy could include, but not be limited to the following: expunge the case file of any reference to the aggrieved issue and make grievant whole.
- 8 GPS technology is a tool primarily for improved customer service, efficiencies in dispatching, employee turn-by-turn directions, and for employee and motor vehicle safety and protection. Although this tool has the ability to be used for surveillance purposes, GPS data will not be used as the sole source of information for investigation or discipline of a represented employee, when using a Company vehicle within communicated guidelines. GPS information may be used to confirm or deny other corroborating information of a situation.

ARTICLE 43 - NO STRIKES; NO LOCKOUTS

- 1 During the life of this Agreement, the Union agrees that it will not call, encourage or condone any strike, slow down or work curtailment or stoppage, or other form of organized labor disruption or economic action, against the Company.
- 2 The Company agrees that there will be no lockout of employees covered by this Agreement during the duration of this Agreement.

ARTICLE 44 - MANAGEMENT RIGHTS

- 1 Except as set forth elsewhere in this Agreement, the Company retains the exclusive right to manage the business, to direct and control the business and workforce, to make any and all decisions affecting the business, and to take actions necessary to carry out its business. For the avoidance of doubt, the rights described in this Article 44 apply in each case except with respect to matters set forth elsewhere in the Agreement, and the terms of this Article 44 shall not be applied by the Company in any manner that conflicts with the other terms of this Agreement.

ARTICLE 45 - AGREEMENT SUPREMACY

- 1 In the event that any provision of this Agreement conflicts with any federal, state, or local law, the terms and conditions of this Agreement shall prevail and govern to the maximum extent permitted by law, including with respect to any laws regarding compensation, benefits, paid leave benefits, work scheduling terms, rest or meal break terms, or health benefits that would create any conflicting obligation for the Company.

ARTICLE 46 - SEVERABILITY

- 1 If any provision of this Agreement is held invalid by a court, administrative agency, or other adjudicatory body of competent jurisdiction or is rendered invalid by operation of federal or state statute, local ordinance, or other applicable government regulation or rule, such provision shall continue in effect only to the extent permitted by law, and the remainder of this Agreement shall continue in full force and effect (subject to the provisions of Article 1, Section 3).

ARTICLE 47 - COMPLETE AGREEMENT

- 1 The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all lawful subjects or matters of collective bargaining and that this Agreement sets out the parties' complete agreement on all subjects on which the parties bargained. For the duration of this Agreement, neither party shall be required to bargain about any other subject or matter except as otherwise required by law. Further, for the avoidance of doubt, that the Union is not waiving any rights it may have in connection with any effects bargaining.

ARTICLE 48 - SUCCESSORSHIP

- 1 In the event that the Company sells, transfers, or assigns the equity of the business employing the Employees, or substantially all of the assets used in the business employing Employees and the purchaser agrees to employ at least a majority of the then current bargaining unit, the Company agrees that as a condition to any such sale, assignment, or transfer, the Company will obtain from the purchaser agreement to recognize the Union, and the Company will promptly furnish documentation of such agreement to the Union, and at that point the Company will be relieved of its obligations hereunder.

ARTICLE 49 - NEUTRALITY

- 1 This agreement between CWA and Avaya addresses Union organizing and consent elections in those job titles and occupations in Avaya organizations that are not covered by this Agreement. The Union and the Company recognize that it is in their mutual interest to operate in the spirit of partnership and common vision. 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.

2 The parties also recognize the Union’s goal of growing membership. In order to maintain this perspective and to also avoid unnecessary confrontation, the parties agree that the following principles regarding neutrality and consent election will be applicable to Avaya throughout the country and shall be the exclusive means by which the Union, its locals, or individuals acting on their behalf, will conduct an effort to organize non-management employees employed by Avaya.

3 **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 local management and local Union officials, i.e., those directly impacted by these discussions, and/or their designees. The local Union and management officials may request a meeting with the appropriate Union and Company representatives at the beginning of this process.

4 **Neutrality**

The Company and the Union agree that an organizing drive should be and will be met by Company conduct that neither helps nor hinders organizing efforts. This statement is consistent with and reinforces the previously established principle of employee choice. The environment is intended to foster employee choice and information communicated by either party should be fact based and not misleading, distorted or disparaging. Neutrality means the following:

- (a) The Company will not be anti-Union nor will the Union be anti-Company.
- (b) The Company will not advocate that employees should vote against Union representation.
- (c) The Union will be afforded reasonable opportunities for access to communicate with employees.
- (d) The Company may respond to individual employee questions, and may correct inaccurate or misunderstood information by employees.
- (e) The Union 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 simultaneously shared with the other. The parties' communications with employees will be in accordance with this Agreement.
- (g) Neither party will hire or seek the assistance of consultants who encourage an adversarial relationship.
- (h) Neither Company representatives nor Union representatives will be personally attacked, by name or by descriptive reference, in campaign literature or discussions.
- (i) Neither the Union nor the Company will be attacked as institutions.
- (j) The Company will not conduct "captive" audience meetings.

Allegations of violations of these provisions will be handled via the dispute resolution process contained in this Article 49

5 Election Procedures

The procedures to be followed are listed below:

- (a) The Union must show that a majority of employees in a unit appropriate for collective bargaining have signed show of interest cards indicating their desire for a representation election. The cards must be dated within three months of the date they are presented to the Third Party Neutral ("TPN"). Cards signed by persons who are no longer employed by Avaya at the time of submission to the TPN will not be valid.
- (b) If an election is conducted and the Union is not successful, another election will not be scheduled for twelve (12) months. During this time, no Union organizing campaign for that unit will be permitted.
- (c) A majority of those who vote, validated by the TPN, will determine the outcome.
- (d) The TPN will resolve any issue concerning challenged ballots by following the NLRB's rules and decisions.

6 Time Bound

It is in the interest of both parties that the organizing campaign be conducted expeditiously. The Union is therefore obligated to notify the Company 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 ninety (90) Calendar Days. It is the intent of the parties that the ninety (90) Calendar 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 one hundred twenty (120) Calendar Days. If the 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 twelve (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 outside of the workplace. If the employees vote to be represented, (A) collective bargaining over the terms and conditions of employment will commence within sixty (60) days and any resulting collective bargaining agreement will apply only to the agreed upon unit, or (B) if the parties agree that the job positions in such unit are the same or substantially similar to the job positions covered by this Agreement, except as otherwise prohibited by applicable law, the parties shall extend the terms of this Agreement to that unit, and if the unit includes any employees in classifications and locations not already covered by this Agreement, the parties will negotiate in good faith over the wage rates applicable to such classifications.

7 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 any obligations and responsibilities of the parties
- (c) correcting any inaccuracies or misstatements or any employee misunderstandings of information disseminated during the campaign process.

8 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 persons or entities during any part of this process. One way to ensure this objective is to have an NLRB conducted election.

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

- (a) The Union shall initiate the consent election process by providing to a TPN proof of support by means of show of interest cards as described in Section 5(a), above. The TPN will then Avaya and request a list of names, job titles and work addresses.

The Company will furnish the list within three (3) business days. The applicable 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.

- (b) The election process will be supervised by a mutually selected TPN, whose role it is to ensure the integrity of the process itself and will be conducted within two (2) 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 secret ballot election. The TPN will count the votes and advise the parties of the outcome. Consistent with Section 5(c) above, a majority of those who vote will control. Each party may have an observer present when the TPN counts the ballots.
- (c) In all cases, the election process shall take place within fourteen (14) Calendar Days of receipt and verification of the Union’s show of interest cards by the TPN. In those cases in which 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 the TPN and/or of using a neutral site will be shared equally by the parties.

If there is a dispute as to the composition of the unit, the TPN shall either decide the issue within an additional seven (7) Calendar Days or order an election as described above with the decision as to the composition of the unit to follow the election within no more than seven days.

9 **Access Agreement**

As soon as reasonably practicable after a request by the Union for access, local management and Union representatives will meet to discuss the details related to reasonable access to the unit by Union representatives. The Union will be allowed reasonable opportunities for access to Avaya facilities. It is the intent and commitment of the parties that the access agreed upon will not interfere with the operation and other normal and routine business activities, plans and programs of Avaya generally and, specifically, the unit which is the subject of the organizing campaign. Access agreed upon will be in non-working areas and during employee non-working times.

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

10 **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, local Avaya management and appropriate Union representatives. It is the intent and desire of Avaya and the Union that such matters be dealt with and are best 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 still remains unresolved, the process described below will be utilized.
- (b) The TPN will resolve disputes in the manner set forth in this Section 10. The TPN must be an active or retired attorney who has experience in, and is familiar with, NLRB procedures and precedents regarding unit determination issues. Either Avaya or the Union 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 (3) business days' written notice to both the other party and the TPN. The notice will provide a complete 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 themselves.
- (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.
- (d) 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 access problem. However, in no event will the TPN take longer than five (5) Calendar 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 fifteen (15) Calendar Days unless the parties agree otherwise.
- (e) 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 the TPN and an expeditious hearing shall be conducted. 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 NLRA and the decisions of the NLRB and Appellate reviews of such Board decisions.
- (f) 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. Avaya and the Union believe that these matters are best handled by and between the parties themselves and resort to a TPN should be necessary in only a limited number of cases.

- (g) Avaya and the Union 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.
- (h) 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.
- (i) All expenses resulting from the use of the TPN process shall be shared equally by Avaya and the Union.

11 **Acquisitions and Ventures**

The parties recognize the rapidly changing nature and structure of the communications equipment industry. Avaya may acquire 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 these entities may be unrepresented, represented in whole or in part by 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. Nevertheless, Avaya will, after an initial transition period of one (1) year following the closing on an acquisition, and subject to any contrary legal or contractual requirements, apply this Neutrality and Consent Election agreement to any wholly owned subsidiary.

12 **Annual Review**

On an annual basis, the Company and the Union may review whether there has been substantial compliance with the provisions of this Article 49 and, if the parties find repeated instances of violations or repeated instances of interference during the period up to the review, may implement a process for recognition based on “card check” to replace elections in all cases or, if not, this Article 49 shall continue in effect for the remaining term of the Agreement.

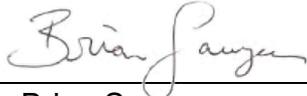
ARTICLE 50 - DURATION OF AGREEMENT

- 1 This Agreement between the parties shall terminate, unless extended by mutual agreement, at 11:59 PM on December 15, 2026.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties' signatory hereto has caused this Agreement to be signed this April 22, 2025.

COMMUNICATIONS WORKERS OF AMERICA



By: Brian Sawyer
Title: Staff Representative

AVAYA LLC

By: Danielle B. Marino
Title: GVP, General Counsel & Chief Compliance Officer

APPENDIX 1

Job Titles¹

1. Customer Care Representative
2. Service Coordinator
3. Senior Software Associate
4. Senior Technicians
5. Systems Applications Specialists
6. Systems Support Specialists

¹ The Company and the CWA agree that the following job titles, which were included under previous collective bargaining agreements between the parties, no longer exist at the Company: Account Service Representative, Account Support Representative, Administrative Clerk, Administrative Clerk – I, Customer Account Representative, Customer Software Administrator, Customer Systems Engineer, Distribution Technician, Field Operations Clerk, Field Operations Material Handler – I, Field Operations Material Handler – II, Project Coordinator, Records Clerk – 1, Reports Clerk, Senior Clerk, Senior Records Clerk, Service Coordinator – 3, Service Coordinator – 4, Staging Technician, Technical Systems Administrator, and Telephone Sales Representative.

APPENDIX 2

Features	Aetna Point-of-Service (POS) Option Offered if you live in an Aetna Choice POS II network area. “Opt-In” coverage may also be available. Each time you need care, you choose:		Aetna Traditional Indemnity Option Offered if you do not live in an Aetna Choice POS II network area.
	In-Network	Out-of-Network	
Preventive care (routine physical exams/screenings)	Free adult annual physical examinations and health screenings based on age and frequency guidelines determined by Aetna.		
Annual deductible	\$500 per individual \$1,000 per two-person or family	\$1,500 per individual ² \$3,000 per two-person or family	\$250 per individual \$500 per two-person \$750 per family
Copays	You pay: \$25 PCP \$35 Specialist	You pay: PCP - 40% coinsurance of the Reasonable & Customary charge after the deductible Specialist - 40% coinsurance of the Reasonable & Customary charge after the deductible	
Coinsurance	You pay: 5% after the deductible	You pay: 40% of the Reasonable & Customary charge after the deductible	You pay: 0% or 20% of the Reasonable & Customary charge depending on the type of service, after the deductible
Are you responsible for charges in excess of the Reasonable & Customary Pre-negotiated amount?	No	Yes, unless you use a National Advantage Program (NAP) network provider	Yes, unless you use a National Advantage Program (NAP) network provider
Annual Out-of-Pocket Maximum	\$2,500 per individual \$5,000 per two-person or family	\$6,250 per individual \$12,500 per two-person or family	\$1,000 per individual \$2,000 per two-person \$3,000 per family
Prescription Drug Benefits	\$0 deductible <u>Retail Drugs (up to a 30-day supply)</u>	Not Covered	\$0 deductible <u>Retail Drugs (up to a 30-day supply)</u>

<p>Prescription Drug Benefits</p>	<p>Tier 1 (Generic) \$15 copay Tier 2 (Preferred Brand) \$30 copay Tier 3 (Non-preferred Brand) \$45 copay Chemotherapy drugs \$15 copay <u>Mail Order (up to a 90-day supply)</u> Tier 1 (Generic) \$30 copay Tier 2 (Preferred Brand) \$60 copay Tier 3 (Non-preferred Brand) \$90 copay</p> <p>Mandatory home delivery applies to all long-term (maintenance) drugs. After three fills at the retail level, the member will pay 100% of the Express Scripts-discounted cost for the medication for future retail fills. Out-of-pocket costs for long-term medications not ordered through ESI Home Delivery do not apply to the member/family deductible or out-of-pocket maximum</p>		<p>Tier 1 (Generic) \$15 copay Tier 2 (Preferred Brand) \$30 copay Tier 3 (Non-preferred Brand) \$45 copay Chemotherapy drugs \$15 copay <u>Mail Order (up to a 90-day supply)</u> Tier 1 (Generic) \$30 copay Tier 2 (Preferred Brand) \$60 copay Tier 3 (Non-preferred Brand) \$90 copay</p> <p>Separate \$1,000 per person/\$2,000 per two-person coverage/\$3,000 per family annual Out-of-Pocket Maximum</p> <p>Mandatory home delivery applies to all long-term (maintenance) drugs. After three fills at the retail level, the member will pay 100% of the Express Scripts-discounted cost for the medication for future retail fills. Out-of-pocket costs for long-term medications not ordered through ESI Home Delivery do not apply to the member/family deductible or out-of-pocket maximum</p>
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APPENDIX 3

Wage Schedules *

TITLE	LEVEL	WAGE SCHED TABLE
Customer Care Representative	SR-C	2
Service Coordinator	SS-2	4
Senior Software Associate	SRTECH	5
Senior Technician	SRTECH	5
Systems Applications Specialist	TECH	3
Systems Support Specialist	TG-7	1

**The Company shall have the right to pay select job title(s) wage rates higher than those set forth herein, where the Company has made such determination in its sole discretion, for any nondiscriminatory purpose including for purposes of retention, recruiting, and encouraging employees to obtain certain clearances and qualifications. Where the Company has determined to pay a select job title(s) wage rates higher than those set forth in this Appendix 3, the Company shall have the right to return such job title(s) to a lower wage rate, which is not below that set forth in this Appendix 3, at any time in its sole discretion.*

LOCALITIES AND WAGE AREAS

<u>LOCALITY</u>	<u>AREA</u>	<u>LOCALITY</u>	<u>AREA</u>
<u>ALABAMA</u>		Modesto	N2
Brewton	R2	Monterey Park	N1
Decatur	R1	Napa	N2
Florence	R2	Norwalk	N1
Homewood	R1	Novato	N1
Hoover	R1	Orange	N1
Huntsville	R1	Pasadena	N1
Mobile	R2	Pleasanton	N1
Montgomery	R1	Rancho Dominguez	N1
Tuscaloosa	R3	Redwood City	N1
<u>ALASKA</u>		Riverside	N1
	M3	Sacramento	N2
<u>ARIZONA</u>		San Diego	N1
Cottonwood	L2	San Francisco	N1
Flagstaff	L2	San Jose	N1
Mesa	L1	San Leandro	N1
Phoenix	L1	San Luis Obispo	N2
Tempe	L1	Santa Clara	N1
Tucson	L1	Santa Monica	N1
Yuma	L2	Santa Rosa	N2
<u>ARKANSAS</u>		Stockton	N2
Fayetteville	X4	Torrance	N1
Ft. Smith	X4	Tustin	N1
Little Rock	X1	Ukiah	N2
North Little Rock	X1	Vallejo	N2
Rogers	X4	Ventura	N1
<u>CALIFORNIA</u>		Walnut Creek	N1
Bakersfield	N2	Watsonville	N2
Concord	N1	Yuba City	N2
Costa Mesa	N1	<u>COLORADO</u>	
El Centro	N1	Aurora	X1
Fairfield	N2	Avon	L1
Foster City	N1	Boulder	L1
Fremont	N1	Colorado Springs	L1
Fresno	N2	Denver	X1
Hayward	N1	Englewood	X1
Inglewood	N1	Greenwood Village	X1
Irvine	N1	Highlands Ranch	X1
Larkspur	N1	Westminster	X1
Los Angeles	N1		
Milpitas	N1		

LOCALITIES AND WAGE AREAS

<u>LOCALITY</u>	<u>AREA</u>	<u>LOCALITY</u>	<u>AREA</u>
<u>DELAWARE</u>		Brunswick	P3
Dover	Z1	Clarkston	X1
New Castle	Z1	College Park	X1
Wilmington	Z1	Columbus	P3
<u>DISTRICT OF COLUMBIA</u>		Dublin	P3
Washington	T1	Duluth	X1
<u>FLORIDA</u>		Hampton	P2
Boca Raton	P1	Macon	P2
Boynton Beach	P1	Marietta	X1
Coral Gables	P1	Martinez	P2
Brandon	P2	Morrow	P2
Daytona Beach	P2	Norcross	X1
Delray Beach	P1	Peachtree City	P2
Ft. Lauderdale	P1	Robins AFB	P2
Ft. Myers	P2	Rome	P3
Ft. Walton Beach	P3	Savannah	P2
Jacksonville	P2	Thomasville	P3
Key West	P1	Valdosta	P3
Lake Mary	P2	<u>HAWAII</u>	
Largo	P2	Honolulu	U1
Maitland	P2	<u>IDAHO</u>	
Melbourne	P2	Boise	L2
Miami	P1	Idaho Falls	L2
Miramar	P1	Pocatello	L2
Orlando	P2	Twin Falls	L2
Palm Beach	P1	<u>INDIANA</u>	
Panama City	P2	Anderson	H4
Pensacola	P2	Bloomington	H4
Pompano Beach	P1	Carmel	H2
Saint Petersburg	P2	Evansville	H4
Sarasota	P2	Ft. Wayne	H3
Tallahassee	P3	Indianapolis	H2
Tampa	P2	Muncie	H4
Vero Beach	P2	So. Bend	H3
W. Palm Beach	P1	Terre Haute	H4
<u>GEORGIA</u>		<u>IOWA</u>	
Albany	P3	Ames	W2
Alpharetta	X1	Cedar Rapids	W2
Americus	P3	Davenport	W2
Athens	P3	Dubuque	W2
Atlanta	X1		

LOCALITIES AND WAGE AREAS

<u>LOCALITY</u>	<u>AREA</u>	<u>LOCALITY</u>	<u>AREA</u>
<u>IOWA cont.</u>		Gaithersburg	T1
Muscatine	W2	Lanham	T1
Oskaloosa	W2	Linthicum	T2
Sioux City	W2	Mechanicsville	T3
Urbandale	W2	Rockville	T1
Waterloo	W2	Salisbury	T4
W. Burlington	W2	Silver Spring	T1
		Upper Marlboro	T1
<u>KANSAS</u>		<u>MICHIGAN</u>	
Coffeyville	X4	Allen Park	G2
Hays	X4	Ann Arbor	G2
Lenexa	X1	Dearborn	G2
Overland Park	X1	Flint	G2
Shawnee Mission	X1	Grand Rapids	G2
Topeka	X1	Ironwood	G4
Wichita	X3	Kalamazoo	G3
		Madison Heights	G2
<u>KENTUCKY</u>		Marquette	G4
Bowling Green	R3	Northville	G2
Franklin	R3	Okemos	G2
Jeffersontown	R1	Plymouth	G2
Lexington	R2	Saginaw	G2
Louisville	R1	Southfield	G2
Owensboro	R2	Traverse City	G4
Richmond	R2	Warren	G2
<u>LOUISIANA</u>		<u>MINNESOTA</u>	
Alexandria	R3	Bloomington	W1
Baton Rouge	R2	Duluth	W2
Gretna	R1	Marshall	W3
Hammond	R2	Minneapolis	W1
Houma	R2	Owatonna	W3
Jefferson	R1	Rochester	W2
Lafayette	R2	Waite Park	W2
Lake Charles	R2	Willmar	W3
Metairie	R1	Winona	W3
Monroe	R2		
Shreveport	R2	<u>MISSISSIPPI</u>	
		Clarksdale	R3
<u>MARYLAND</u>		Coffeeville	R3
Baltimore	T2	Columbus	R3
Beltsville	T1	Greenville	R3
Cheverly	T1	Hattiesburg	R3
Frederick	T3		

LOCALITIES AND WAGE AREAS

<u>LOCALITY</u>	<u>AREA</u>	<u>LOCALITY</u>	<u>AREA</u>
<u>MISSISSIPPI cont.</u>		<u>NEW YORK</u>	
Jackson	R2	Albany	C2
Long Beach	R2	Amherst	C2
Meridian	R3	Bronx	C1
Ridgeland	R2	Brooklyn	C1
Southaven	R1	Catskill	C2
Tupelo	R3	Cheektowaga	C2
		Dewitt	C2
		Elmsford	C2
<u>MISSOURI</u>		Fairport	C2
Carthage	X4	Glendale	C1
Creve Coeur	X1	Harriman	C2
Flat River	X4	Hauppauge	C2
Fulton	X4	Horseheads	C2
Olivette	X1	Hudson	C2
Sikeston	X4	Ithaca	C2
Springfield	X3	Levittown	C2
Town and Country	X1	Manhattan	C1
		Maspeth	C1
<u>MONTANA</u>		Massena	C2
Billings	L2	Melville	C2
		New York	C1
<u>NEBRASKA</u>		Plainview	C2
Grand Island	W2	Plattsburgh	C2
Omaha	W2	Queens	C1
		Rochester	C2
<u>NEVADA</u>		Saratoga Springs	C2
Las Vegas	N2	Suffern	C2
Reno	N2	Utica	C2
Sparks	N2	Valhalla	C2
		Vestal	C2
<u>NEW JERSEY</u>	D1	Watertown	C2
		Woodside	C1
<u>NEW MEXICO</u>		<u>NORTH CAROLINA</u>	
Albuquerque	L1	Arden	P3
Las Cruces	L2	Cary	P2
Roswell	L2	Charlotte	P2
Sante Fe	L2	Gastonia	P3
		Goldsboro	P3
		Greensboro	P2
		Lumberton	P3
		Mcleansville	P2
		Raleigh	P2

LOCALITIES AND WAGE AREAS

<u>LOCALITY</u>	<u>AREA</u>	<u>LOCALITY</u>	<u>AREA</u>
<u>NORTH CAROLINA cont.</u>		<u>PENNSYLVANIA</u>	
Rockingham	P3	Allentown	S1
Statesville	P3	Bala Cynwyd	S1
Wilmington	P3	Bethel Park	S1
Winston Salem	P2	Broomall	S1
<u>NORTH DAKOTA</u>		Camp Hill	S1
Bismarck	W3	Canonsburg	S1
Fargo	W2	Conshohocken	S1
Grand Forks	W3	Ft. Washington	S1
Minot	W3	Green Lane	S1
<u>OHIO</u>		Harrisburg	S1
Akron	E1	Horsham	S1
Brooklyn Heights	E1	King Of Prussia	S1
Canfield	E1	Lemoyne	S1
Cincinnati	E1	Levittown	S1
Cleveland	E1	Malvern	S1
Columbus	E1	Media	S1
Dayton	E1	Newton Square	S1
Dublin	E1	Philadelphia	S1
Gahanna	E1	Pittsburgh	S1
Gallipolis	E1	Plains	S1
Independence	E1	Scranton	S1
Kettering	E1	Wayne	S1
Maumee	E1	W. Lawn	S1
Warrensville Heights	E1	<u>SOUTH CAROLINA</u>	
Winterville	E1	Aiken	P3
Worthington	E1	Charleston	P2
Zanesville	E1	Columbia	P2
<u>OKLAHOMA</u>		Easley	P2
Edmond	X1	Florence	P3
McAlester	X4	Goose Creek	P2
Oklahoma City	X1	Myrtle Beach	P3
Tinker AFB	X1	West Columbia	P2
Tulsa	X1	<u>SOUTH DAKOTA</u>	
<u>OREGON</u>		Mitchell	W3
Albany	M2	Rapid City	W3
Eugene	M2	Sioux Falls	W2
Medford	M2	Sturgis	W3
Portland	M2	Watertown	W3
Salem	M2		

LOCALITIES AND WAGE AREAS

<u>LOCALITY</u>	<u>AREA</u>	<u>LOCALITY</u>	<u>AREA</u>
<u>TENNESSEE</u>		<u>UTAH</u>	
Brentwood	R1	Murray	L1
Chattanooga	R2	Ogden	L2
Clarksville	R3	Payson	L2
Columbia	R3	Salt Lake City	L1
Franklin	R1	West Valley City	L1
Jackson	R3		
Knoxville	R2	<u>VIRGINIA</u>	
Memphis	R1	Alexandria	T1
Murfreesboro	R3	Arlington	T1
Nashville	R1	Chantilly	T1
Sweetwater	R2	Charlottesville	T3
Trenton	R3	Chesapeake	T3
		Chester	T3
<u>TEXAS</u>		Danville	T3
Abilene	X4	Fairfax	T1
Addison	X1	Fredericksburg	T3
Amarillo	X3	Glen Allen	T3
Austin	X1	Herndon	T1
Beaumont	X1	Leesburg	T2
Bellaire	X1	Lynchburg	T3
Carrollton	X1	Newport News	T3
Corpus Christi	X3	Norfolk	T3
Dallas	X1	Oakton	T1
El Paso	X2	Reston	T1
Ft. Worth	X1	Richmond	T3
Harlingen	X4	Roanoke	T3
Houston	X1	Springfield	T1
La Marque	X1		
Laredo	X4	<u>WASHINGTON</u>	
Lubbock	X3	Bremerton	M2
Mc Allen	X4	Fife	M2
Mesquite	X1	Kent	M2
Midland	X3	Lacey	M2
San Antonio	X1	Olympia	M2
Tyler	X4	Seattle	M1
Vernon	X4	Spokane	M2
Victoria	X3	Yakima	M2

LOCALITIES AND WAGE AREAS

LOCALITY **AREA**

WEST VIRGINIA

Clarksburg	T3
Daniels	T3
Dunbar	T2
Huntington	T3
Martinsburg	T3
Morgantown	T3
Parkersburg	T3
Weirton	T3
Wheeling	T3
Williamson	T3

WISCONSIN

Appleton	K3
Brookfield	K1
Eau Claire	K2
Fond Du Lac	K3
Green Bay	K3
Madison	K1
Milwaukee	K1
Neenah	K2
Racine	K1
Stevens Point	K3
Waukesha	K1

WYOMING

Cheyenne	L2
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WAGE SCHEDULE TABLES

Table 4
TG-7

		Wage Area - XI		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	11.35	11.86	12.33
	2	13.11	13.70	14.25
	3	15.13	15.81	16.44
	4	17.48	18.27	19.00
	5	20.19	21.10	21.94
	6	23.32	24.37	25.34
	7	26.91	28.12	29.24
	8	31.09	32.49	33.79
Maximum	9	35.89	37.51	39.01
Pension Band		114	114	114

Table 5
SR-C

		Wage Area - XI		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	10.86	11.35	11.8
	2	12.50	13.06	13.58
	3	14.39	15.04	15.64
	4	16.57	17.32	18.01
	5	19.08	19.94	20.74
	6	21.98	22.97	23.89
	7	25.29	26.43	27.49
	8	29.12	30.43	31.65
Maximum	9	33.52	35.03	36.43
Pension Band		112	112	112

Table 6
TECH

		Wage Area - P2		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	11.24	11.75	12.22
	2	12.73	13.30	13.83
	3	14.42	15.07	15.67
	4	16.34	17.08	17.76
	5	18.53	19.36	20.13
	6	20.99	21.93	22.81
	7	23.78	24.85	25.84
	8	26.94	28.15	29.28
	9	30.53	31.90	33.18
	10	34.60	36.16	37.61
Maximum	11	39.21	40.97	42.61
Pension Band		118	118	118

		Wage Area - R1		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	11.30	11.81	12.28
	2	12.81	13.39	13.93
	3	14.52	15.17	15.78
	4	16.46	17.20	17.89
	5	18.66	19.50	20.28
	6	21.15	22.10	22.98
	7	23.98	25.06	26.06
	8	27.18	28.40	29.54
	9	30.82	32.21	33.50
	10	34.93	36.50	37.96
Maximum	11	39.58	41.36	43.01
Pension Band		118	118	118

		Wage Area - X1		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	11.95	12.49	12.99
	2	13.53	14.14	14.71
	3	15.30	15.99	16.63
	4	17.29	18.07	18.79
	5	19.56	20.44	21.26
	6	22.12	23.12	24.04
	7	25.01	26.14	27.19
	8	28.31	29.58	30.76
	9	32.01	33.45	34.79
	10	36.20	37.83	39.34
Maximum	11	40.92	42.76	44.47
Pension Band		120	120	120

Table 9
SS-2

		Wage Area - H2		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	10.00	10.45	10.87
	2	11.48	12	12.48
	3	13.18	13.77	14.32
	4	15.13	15.81	16.44
	5	17.38	18.16	18.89
	6	19.96	20.86	21.69
	7	22.91	23.94	24.9
	8	26.31	27.49	28.59
Maximum	9	30.22	31.58	32.84
Pension Band		108	108	108

		Wage Area - L1		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	10.55	11.02	11.46
	2	11.97	12.51	13.01
	3	13.61	14.22	14.79
	4	15.48	16.18	16.83
	5	17.59	18.38	19.12
	6	19.97	20.87	21.7
	7	22.70	23.72	24.67
	8	25.79	26.95	28.03
Maximum	9	29.33	30.65	31.88
Pension Band		107	107	107

		Wage Area - P2		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	10.22	10.68	11.11
	2	11.65	12.17	12.66
	3	13.27	13.87	14.42
	4	15.12	15.8	16.43
	5	17.23	18.01	18.73
	6	19.63	20.51	21.33
	7	22.38	23.39	24.33
	8	25.50	26.65	27.72
Maximum	9	29.05	30.36	31.57
Pension Band		107	107	107

		Wage Area - T1		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	11.01	11.51	11.97
	2	12.52	13.08	13.6
	3	14.22	14.86	15.45
	4	16.16	16.89	17.57
	5	18.35	19.18	19.95
	6	20.86	21.8	22.67
	7	23.68	24.75	25.74
	8	26.91	28.12	29.24
Maximum	9	30.60	31.98	33.26
Pension Band		109	109	109

		SS-2 Wage Area - X1		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	10.40	10.87	11.3
	2	11.93	12.47	12.97
	3	13.67	14.29	14.86
	4	15.67	16.38	17.04
	5	17.95	18.76	19.51
	6	20.56	21.49	22.35
	7	23.58	24.64	25.63
	8	27.02	28.24	29.37
Maximum	9	30.95	32.34	33.63
Pension Band		109	109	109

Table 12
SRTECH

		Wage Area - C1		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	13.34	13.94	14.50
	2	15.10	15.78	16.41
	3	17.08	17.85	18.56
	4	19.34	20.21	21.02
	5	21.87	22.85	23.76
	6	24.76	25.87	26.90
	7	28.02	29.28	30.45
	8	31.72	33.15	34.48
	9	35.89	37.51	39.01
	10	40.62	42.45	44.15
Maximum	11	45.99	48.06	49.98
Pension Band		125	125	125

		Wage Area - C2		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	12.97	13.55	14.09
	2	14.72	15.38	16.00
	3	16.70	17.45	18.15
	4	18.96	19.81	20.60
	5	21.52	22.49	23.39
	6	24.42	25.52	26.54
	7	27.71	28.96	30.12
	8	31.46	32.88	34.20
	9	35.71	37.32	38.81
	10	40.52	42.34	44.03
Maximum	11	45.99	48.06	49.98
Pension Band		125	125	125

		Wage Area - E1		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	12.73	13.30	13.83
	2	14.40	15.05	15.65
	3	16.30	17.03	17.71
	4	18.44	19.27	20.04
	5	20.87	21.81	22.68
	6	23.61	24.67	25.66
	7	26.71	27.91	29.03
	8	30.24	31.60	32.86
	9	34.20	35.74	37.17
	10	38.71	40.45	42.07
Maximum	11	43.79	45.76	47.59
Pension Band		123	123	123

		Wage Area - G2		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	12.83	13.41	13.95
	2	14.49	15.14	15.75
	3	16.36	17.10	17.78
	4	18.48	19.31	20.08
	5	20.87	21.81	22.68
	6	23.58	24.64	25.63
	7	26.63	27.83	28.94
	8	30.07	31.42	32.68
	9	33.96	35.49	36.91
	10	38.36	40.09	41.69
Maximum	11	43.34	45.29	47.10
Pension Band		122	122	122

		Wage Area - G3		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	11.95	12.49	12.99
	2	13.57	14.18	14.75
	3	15.41	16.10	16.74
	4	17.50	18.29	19.02
	5	19.86	20.75	21.58
	6	22.56	23.58	24.52
	7	25.60	26.75	27.82
	8	29.07	30.38	31.60
	9	33.00	34.49	35.87
	10	37.47	39.16	40.73
Maximum	11	42.52	44.43	46.21
Pension Band		121	121	121

		Wage Area - G4		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	11.58	12.10	12.58
	2	13.17	13.76	14.31
	3	14.99	15.66	16.29
	4	17.05	17.82	18.53
	5	19.40	20.27	21.08
	6	22.07	23.06	23.98
	7	25.11	26.24	27.29
	8	28.56	29.85	31.04
	9	32.50	33.96	35.32
	10	36.98	38.64	40.19
Maximum	11	42.06	43.95	45.71
Pension Band		121	121	121

		Wage Area - H2		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	12.36	12.92	13.44
	2	14.00	14.63	15.22
	3	15.87	16.58	17.24
	4	17.97	18.78	19.53
	5	20.35	21.27	22.12
	6	23.04	24.08	25.04
	7	26.11	27.28	28.37
	8	29.57	30.90	32.14
	9	33.51	35.02	36.42
	10	37.94	39.65	41.24
Maximum	11	42.95	44.88	46.68
Pension Band		122	122	122

		Wage Area - H3		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	11.68	12.21	12.70
	2	13.28	13.88	14.44
	3	15.10	15.78	16.41
	4	17.15	17.92	18.64
	5	19.51	20.39	21.21
	6	22.18	23.18	24.11
	7	25.21	26.34	27.39
	8	28.66	29.95	31.15
	9	32.59	34.06	35.42
	10	37.05	38.72	40.27
Maximum	11	42.14	44.04	45.80
Pension Band		121	121	121

		Wage Area - H4		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	11.58	12.10	12.58
	2	13.17	13.76	14.31
	3	14.98	15.65	16.28
	4	17.04	17.81	18.52
	5	19.38	20.25	21.06
	6	22.04	23.03	23.95
	7	25.08	26.21	27.26
	8	28.52	29.80	30.99
	9	32.44	33.90	35.26
	10	36.90	38.56	40.10
Maximum	11	41.96	43.85	45.60
Pension Band		121	121	121

		Wage Area - K1		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	12.36	12.92	13.44
	2	14.01	14.64	15.23
	3	15.88	16.59	17.25
	4	17.99	18.80	19.55
	5	20.38	21.30	22.15
	6	23.09	24.13	25.10
	7	26.16	27.34	28.43
	8	29.65	30.98	32.22
	9	33.59	35.10	36.50
	10	38.06	39.77	41.36
Maximum	11	43.10	45.04	46.84
Pension Band		122	122	122

		Wage Area - K2		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	12.36	12.92	13.44
	2	13.97	14.60	15.18
	3	15.78	16.49	17.15
	4	17.84	18.64	19.39
	5	20.17	21.08	21.92
	6	22.79	23.82	24.77
	7	25.75	26.91	27.99
	8	29.11	30.42	31.64
	9	32.89	34.37	35.74
	10	37.17	38.84	40.39
Maximum	11	41.97	43.86	45.61
Pension Band		121	121	121

		Wage Area - K3		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	11.95	12.49	12.99
	2	13.51	14.12	14.68
	3	15.28	15.97	16.61
	4	17.27	18.05	18.77
	5	19.53	20.41	21.23
	6	22.07	23.06	23.98
	7	24.95	26.07	27.11
	8	28.21	29.48	30.66
	9	31.89	33.33	34.66
	10	36.05	37.67	39.18
Maximum	11	40.73	42.56	44.26
Pension Band		119	119	119

		Wage Area - L1		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	12.49	13.05	13.57
	2	14.08	14.71	15.30
	3	15.88	16.59	17.25
	4	17.91	18.72	19.47
	5	20.19	21.10	21.94
	6	22.77	23.79	24.74
	7	25.67	26.83	27.90
	8	28.94	30.24	31.45
	9	32.62	34.09	35.45
	10	36.78	38.44	39.98
Maximum	11	41.46	43.33	45.06
Pension Band		120	120	120

		Wage Area - L2		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	12.36	12.92	13.44
	2	13.94	14.57	15.15
	3	15.71	16.42	17.08
	4	17.69	18.49	19.23
	5	19.95	20.85	21.68
	6	22.48	23.49	24.43
	7	25.34	26.48	27.54
	8	28.56	29.85	31.04
	9	32.18	33.63	34.98
	10	36.27	37.90	39.42
Maximum	11	40.84	42.68	44.39
Pension Band		120	120	120

		Wage Area - M1		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	12.83	13.41	13.95
	2	14.49	15.14	15.75
	3	16.36	17.10	17.78
	4	18.47	19.30	20.07
	5	20.85	21.79	22.66
	6	23.55	24.61	25.59
	7	26.59	27.79	28.90
	8	30.03	31.38	32.64
	9	33.90	35.43	36.85
	10	38.28	40.00	41.60
Maximum	11	43.22	45.16	46.97
Pension Band		122	122	122

		Wage Area - M2		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	12.80	13.38	13.92
	2	14.44	15.09	15.69
	3	16.29	17.02	17.70
	4	18.39	19.22	19.99
	5	20.76	21.69	22.56
	6	23.42	24.47	25.45
	7	26.44	27.63	28.74
	8	29.84	31.18	32.43
	9	33.67	35.19	36.60
	10	38.00	39.71	41.30
Maximum	11	42.89	44.82	46.61
Pension Band		122	122	122

		Wage Area - M3		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	19.84	20.73	21.56
	2	22.48	23.49	24.43
	3	25.47	26.62	27.68
	4	28.86	30.16	31.37
	5	32.71	34.18	35.55
	6	37.06	38.73	40.28
	7	41.99	43.88	45.64
	8	47.57	49.71	51.70
	9	53.91	56.34	58.59
	10	61.08	63.83	66.38
Maximum	11	69.23	72.35	75.24
Pension Band		135	135	135

		Wage Area - N1		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	13.39	13.99	14.55
	2	15.05	15.73	16.36
	3	16.94	17.70	18.41
	4	19.05	19.91	20.71
	5	21.43	22.39	23.29
	6	24.10	25.18	26.19
	7	27.10	28.32	29.45
	8	30.48	31.85	33.12
	9	34.29	35.83	37.26
	10	38.56	40.30	41.91
Maximum	11	43.40	45.35	47.16
Pension Band		122	122	122

		Wage Area - N2		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	13.29	13.89	14.45
	2	14.94	15.61	16.23
	3	16.80	17.56	18.26
	4	18.88	19.73	20.52
	5	21.24	22.20	23.09
	6	23.87	24.94	25.94
	7	26.84	28.05	29.17
	8	30.18	31.54	32.80
	9	33.93	35.46	36.88
	10	38.14	39.86	41.45
Maximum	11	42.89	44.82	46.61
Pension Band		122	122	122

		Wage Area - P1		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	11.30	11.81	12.28
	2	12.89	13.47	14.01
	3	14.71	15.37	15.98
	4	16.77	17.52	18.22
	5	19.14	20.00	20.80
	6	21.82	22.80	23.71
	7	24.89	26.01	27.05
	8	28.40	29.68	30.87
	9	32.40	33.86	35.21
	10	36.95	38.61	40.15
Maximum	11	42.14	44.04	45.80
Pension Band		121	121	121

		Wage Area - P2		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	11.24	11.75	12.22
	2	12.79	13.37	13.90
	3	14.56	15.22	15.83
	4	16.58	17.33	18.02
	5	18.87	19.72	20.51
	6	21.49	22.46	23.36
	7	24.47	25.57	26.59
	8	27.85	29.10	30.26
	9	31.70	33.13	34.46
	10	36.09	37.71	39.22
Maximum	11	41.10	42.95	44.67
Pension Band		120	120	120

		Wage Area - P3		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	10.93	11.42	11.88
	2	12.47	13.03	13.55
	3	14.20	14.84	15.43
	4	16.19	16.92	17.60
	5	18.46	19.29	20.06
	6	21.05	22.00	22.88
	7	23.99	25.07	26.07
	8	27.34	28.57	29.71
	9	31.16	32.56	33.86
	10	35.53	37.13	38.62
Maximum	11	40.49	42.31	44.00
Pension Band		119	119	119

		Wage Area - R1		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	11.30	11.81	12.28
	2	12.87	13.45	13.99
	3	14.66	15.32	15.93
	4	16.70	17.45	18.15
	5	19.04	19.90	20.70
	6	21.69	22.67	23.58
	7	24.71	25.82	26.85
	8	28.15	29.42	30.60
	9	32.08	33.52	34.86
	10	36.55	38.19	39.72
Maximum	11	41.62	43.49	45.23
Pension Band		120	120	120

		Wage Area - R2		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	11.24	11.75	12.22
	2	12.78	13.36	13.89
	3	14.55	15.20	15.81
	4	16.56	17.31	18.00
	5	18.83	19.68	20.47
	6	21.43	22.39	23.29
	7	24.40	25.50	26.52
	8	27.76	29.01	30.17
	9	31.59	33.01	34.33
	10	35.93	37.55	39.05
Maximum	11	40.92	42.76	44.47
Pension Band		120	120	120

		Wage Area - R3		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	10.93	11.42	11.88
	2	12.46	13.02	13.54
	3	14.18	14.82	15.41
	4	16.15	16.88	17.56
	5	18.40	19.23	20.00
	6	20.96	21.90	22.78
	7	23.87	24.94	25.94
	8	27.19	28.41	29.55
	9	30.97	32.36	33.65
	10	35.27	36.86	38.33
Maximum	11	40.18	41.99	43.67
Pension Band		119	119	119

		Wage Area - S1		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	12.73	13.30	13.83
	2	14.42	15.07	15.67
	3	16.34	17.08	17.76
	4	18.50	19.33	20.10
	5	20.97	21.91	22.79
	6	23.76	24.83	25.82
	7	26.91	28.12	29.24
	8	30.50	31.87	33.14
	9	34.56	36.12	37.56
	10	39.15	40.91	42.55
Maximum	11	44.34	46.34	48.19
Pension Band		123	123	123

		Wage Area - T1		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	12.86	13.44	13.98
	2	14.55	15.20	15.81
	3	16.47	17.21	17.90
	4	18.64	19.48	20.26
	5	21.10	22.05	22.93
	6	23.89	24.97	25.97
	7	27.03	28.25	29.38
	8	30.60	31.98	33.26
	9	34.63	36.19	37.64
	10	39.18	40.94	42.58
Maximum	11	44.36	46.36	48.21
Pension Band		123	123	123

		Wage Area - T2		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	12.44	13.00	13.52
	2	14.09	14.72	15.31
	3	15.97	16.69	17.36
	4	18.09	18.90	19.66
	5	20.50	21.42	22.28
	6	23.22	24.26	25.23
	7	26.31	27.49	28.59
	8	29.81	31.15	32.40
	9	33.77	35.29	36.70
	10	38.25	39.97	41.57
Maximum	11	43.34	45.29	47.10
Pension Band		122	122	122

		Wage Area - T3		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	11.95	12.49	12.99
	2	13.57	14.18	14.75
	3	15.41	16.10	16.74
	4	17.50	18.29	19.02
	5	19.86	20.75	21.58
	6	22.56	23.58	24.52
	7	25.60	26.75	27.82
	8	29.07	30.38	31.60
	9	33.00	34.49	35.87
	10	37.47	39.16	40.73
Maximum	11	42.52	44.43	46.21
Pension Band		121	121	121

		Wage Area - T4		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	11.70	12.23	12.72
	2	13.27	13.87	14.42
	3	15.08	15.76	16.39
	4	17.11	17.88	18.60
	5	19.43	20.30	21.11
	6	22.06	23.05	23.97
	7	25.06	26.19	27.24
	8	28.43	29.71	30.90
	9	32.28	33.73	35.08
	10	36.65	38.30	39.83
Maximum	11	41.62	43.49	45.23
Pension Band		120	120	120

		Wage Area - U1		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	13.57	14.18	14.75
	2	15.31	16.00	16.64
	3	17.26	18.04	18.76
	4	19.48	20.36	21.17
	5	21.95	22.94	23.86
	6	24.77	25.88	26.92
	7	27.94	29.20	30.37
	8	31.52	32.94	34.26
	9	35.55	37.15	38.64
	10	40.10	41.90	43.58
Maximum	11	45.20	47.23	49.12
Pension Band		124	124	124

		Wage Area - W1		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	11.98	12.52	13.02
	2	13.62	14.23	14.80
	3	15.48	16.18	16.83
	4	17.59	18.38	19.12
	5	19.98	20.88	21.72
	6	22.70	23.72	24.67
	7	25.79	26.95	28.03
	8	29.32	30.64	31.87
	9	33.30	34.80	36.19
	10	37.83	39.53	41.11
Maximum	11	42.98	44.91	46.71
Pension Band		122	122	122

		Wage Area - W2		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	11.88	12.41	12.91
	2	13.48	14.09	14.65
	3	15.29	15.98	16.62
	4	17.35	18.13	18.86
	5	19.68	20.57	21.39
	6	22.32	23.32	24.25
	7	25.33	26.47	27.53
	8	28.74	30.03	31.23
	9	32.61	34.08	35.44
	10	36.98	38.64	40.19
Maximum	11	41.96	43.85	45.60
Pension Band		121	121	121

		Wage Area - W3		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	11.45	11.97	12.45
	2	12.99	13.57	14.11
	3	14.73	15.39	16.01
	4	16.71	17.46	18.16
	5	18.95	19.80	20.59
	6	21.50	22.47	23.37
	7	24.39	25.49	26.51
	8	27.66	28.90	30.06
	9	31.39	32.80	34.11
	10	35.59	37.19	38.68
Maximum	11	40.39	42.21	43.90
Pension Band		119	119	119

		Wage Area - X1		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	11.95	12.49	12.99
	2	13.59	14.20	14.77
	3	15.45	16.15	16.80
	4	17.56	18.35	19.08
	5	19.95	20.85	21.68
	6	22.67	23.69	24.64
	7	25.77	26.93	28.01
	8	29.29	30.61	31.83
	9	33.30	34.80	36.19
	10	37.83	39.53	41.11
Maximum	11	42.98	44.91	46.71
Pension Band		122	122	122

		Wage Area - X2		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	11.07	11.57	12.03
	2	12.60	13.17	13.70
	3	14.35	15.00	15.60
	4	16.34	17.08	17.76
	5	18.61	19.45	20.23
	6	21.18	22.13	23.02
	7	24.12	25.21	26.22
	8	27.47	28.71	29.86
	9	31.28	32.69	34.00
	10	35.64	37.24	38.73
Maximum	11	40.60	42.43	44.13
Pension Band		119	119	119

		Wage Area - X3		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	11.88	12.41	12.91
	2	13.48	14.09	14.65
	3	15.29	15.98	16.62
	4	17.35	18.13	18.86
	5	19.68	20.57	21.39
	6	22.32	23.32	24.25
	7	25.33	26.47	27.53
	8	28.74	30.03	31.23
	9	32.61	34.08	35.44
	10	36.98	38.64	40.19
Maximum	11	41.96	43.85	45.60
Pension Band		121	121	121

		Wage Area - X4		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	11.07	11.57	12.03
	2	12.60	13.17	13.70
	3	14.35	15.00	15.60
	4	16.34	17.08	17.76
	5	18.61	19.45	20.23
	6	21.18	22.13	23.02
	7	24.12	25.21	26.22
	8	27.47	28.71	29.86
	9	31.28	32.69	34.00
	10	35.64	37.24	38.73
Maximum	11	40.60	42.43	44.13
Pension Band		119	119	119

		Wage Area - Z1		
	Step	Effective 12/15/2023	Effective 12/15/2024	Effective 12/15/2025
Minimum	1	12.73	13.30	13.83
	2	14.42	15.07	15.67
	3	16.34	17.08	17.76
	4	18.52	19.35	20.12
	5	20.99	21.93	22.81
	6	23.78	24.85	25.84
	7	26.96	28.17	29.30
	8	30.53	31.90	33.18
	9	34.60	36.16	37.61
	10	39.20	40.96	42.60
Maximum	11	44.42	46.42	48.28
Pension Band		123	123	123

**APPENDIX 4
SPECIAL CITY ALLOWANCE**

An employee whose assigned reporting location on a particular day is within the central area of one of the cities listed below will be paid a Special City Allowance for each day the employee works after reporting at such assigned reporting locations. The amount of the allowance at each city is shown below.

The Special City Allowance will enter into computations of overtime pay as part of the overtime adjustment formula as required by law but will not be part of the Standard Rate or Adjusted Rate nor enter into the computation of any payments under the Employee Benefit Plans or any other fringe benefits or differentials.

Not more than one full daily allowance will be paid to an employee on any one day regardless of the number of times the employee reports to a qualified location during that day.

Locality	Daily Allowances	Locality	Daily Allowances
Atlanta, GA	\$ 1.00	Matteson, IL	\$ 1.40
Baltimore, MD	\$ 1.40	Miami, FL	\$ 1.00
Bayonne, NJ	\$ 1.40	Milwaukee, WI	\$ 1.00
Birmingham, AL	\$ 1.00	Minneapolis, MN	\$ 1.00
Boston, MA	\$ 1.40	New Orleans, LA	\$ 1.00
Chicago, IL	\$ 1.40	New York, NY	\$ 1.80
Cleveland, OH	\$ 1.40	Newark, NJ	\$ 1.40
Dallas, TX	\$ 1.00	Oakland, CA	\$ 1.40
Denver, CO	\$ 1.00	Philadelphia, PA	\$ 1.40
Detroit, MI	\$ 1.40	Phoenix, AZ	\$ 1.00
E. St. Louis, IL	\$ 1.00	Pittsburgh, PA	\$ 1.40
Ft. Worth, TX	\$ 1.00	Portland, OR	\$ 1.40
Houston, TX	\$ 1.00	San Francisco, CA	\$ 1.40
Indianapolis, IN	\$ 1.00	Seattle, WA	\$ 1.40
Jersey City, NJ	\$ 1.40	St. Louis, MO	\$ 1.00
Kansas City, KS	\$ 1.00	St. Paul, MN	\$ 1.00
Kansas City, MO	\$ 1.00	Tacoma, WA	\$ 1.40
Los Angeles, CA	\$ 1.40	Washington, DC	\$ 1.40



Danielle Marino
Global Vice President, General Counsel, &
Chief Compliance Officer
350 Mt. Kemble Avenue
Morristown, NJ 07060 USA
Phone: 908-953-2210
dbagatta@avaya.com

SIDE LETTER REGARDING WITHDRAWAL OF NLRB CHARGES

April 22, 2025

Tony Shaffer
T&T Assistant to Vice President
Telecommunications and Technologies
501 Third Street NW
Washington, D.C. 20001
tshaffer@cwa-union.org

RE: Withdrawal of NLRB Charges

Dear Mr. Shaffer,

I write to memorialize our agreement that, as a condition of the parties entering into the foregoing Collective Bargaining Agreement (the “Agreement”) between Avaya LLC (the “Company” or “Avaya”) and the Communications Workers of America (the “Union” or “CWA”), and subject to execution and ratification of the Agreement (the date upon which both such execution and ratification have occurred, the “Fully Executed Date”), the parties have agreed to resolve certain matters pending before the National Labor Relations Board (“NLRB”).

The Union and the Company understand and agree that entry into this Agreement represents full satisfaction and resolution of any and all disputes filed with the NLRB, by the Company or the Union or its members on or prior to the Fully Executed Date (including but not limited to Case Nos. 22-CB-330101 and 22-CA-330138) (the “Unfair Labor Practice Charges”), and within seven (7) calendar days following the Fully Executed Date will withdraw and/or cause to be withdrawn, with prejudice, and will not pursue or prosecute, such Unfair Labor Practice Charges.

Sincerely,

Danielle Marino
Avaya LLC, Global Vice President, General Counsel, & Chief Compliance Officer

Accepted and Agreed:

Tony Shaffer
T&T Assistant to Vice President, CWA