

AGREEMENT

BY AND BETWEEN

VERIZON WIRELESS

and

COMMUNICATIONS WORKERS OF AMERICA

Effective

JUNE 17, 2016 THROUGH AUGUST 3, 2019

EVERETT, MA

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INTRODUCTION

This Agreement is made and entered into by and between Cellco Partnership d/b/a Verizon Wireless (hereafter the "Employer") and the Communications Workers of America (hereafter the "Union"). No entities other than Cellco Partnership d/b/a Verizon Wireless and Communication Workers of America shall be liable for the performance of this Agreement.

ARTICLE 1
MANAGEMENT RIGHTS

Except as expressly and clearly set forth in this Agreement, the Employer reserves and retains exclusively all of its essential and inherent rights with respect to its management of the business including but not limited to the following:

1. To recruit, hire, train, promote, and layoff employees;
2. To demote, discipline, suspend, discharge or take any other disciplinary action;
3. To establish and modify job content, job titles, job descriptions, job qualifications, and job duties;
4. To control the number of personnel to be employed, the schedules of work, starting and finishing times, overtime requirements and the reduction or increase of employees' hours of work for any duration;
5. To transfer and assign employees to other locations and/or other job duties for economic and/or business reasons on a regular, temporary or intermittent basis;
6. To establish, locate, relocate, consolidate and close retail stores for economic and/or business reasons and to separate its employees in connection with said relocation, consolidation, or closing;
7. To establish or maintain alternative means, other than Employer-owned retail stores, to sell the Employer's products and services and/or otherwise service the Employer's customers;
8. To establish, modify and enforce reasonable rules and regulations on matters including but not limited to safety and security of employees, customers, vendors, and business operations;
9. To direct management, supervisory employees, temporary employees, contractors, interns or other employees not in this bargaining unit to perform any task at any time including bargaining unit work; and
10. To otherwise take such measures the Employer may determine necessary for the orderly, efficient and economical operation of the business.

The Union clearly and unmistakably waives the right to bargain on the subject matters contained in this Management Rights Clause except for the effects of actions taken by paragraph 6 to the extent such effects are not otherwise addressed in this Agreement. The Union understands that any issue covered by this Management Rights Clause shall not be subject to Article 31, Grievance Procedure, and Article 32, Arbitration.

ARTICLE 2
RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment for a unit consisting solely of full-time and regular part-time employees who are employed in the job titles of Solution Specialist, Experience Specialist and Operation Specialist at its retail store at 25 Mystic View Road, Everett, Massachusetts.

All other employees of the Employer in other job titles, supervisory employees, confidential employees, managerial employees, professional employees, and guards are excluded from this recognition and excluded from the Bargaining Unit.

ARTICLE 3
UNION SECURITY

Each employee, employed on or before the effective date of this Agreement and covered by the terms and conditions of this Agreement, or who later becomes a member, and all employees entering into the Bargaining Unit on or after the effective date of this Agreement, shall, as a condition of employment, on or after the thirtieth (30th) day after such entrance, whichever of these days is later, either become a member of the Union, or pay or tender to the Union amounts equal to a non-member's fee (as defined by applicable law), not to exceed Union dues uniformly required as a condition of membership.

On written notice from the Union that an employee who has been employed more than thirty (30) days has failed to tender the periodic dues uniformly required, or amounts which are the equivalent of periodic Union dues, the Employer will discharge such employees within seven (7) days after receipt of such notice unless within seven (7) days, such employee's failure to tender such dues is cured.

The foregoing shall be subject to any prohibitions or restrictions contained in the applicable state laws.

ARTICLE 4
DEDUCTION OF UNION DUES

1. The Employer shall deduct from an employee's pay union dues or agency fees payable by such employee to the Union, provided that in advance thereof the employee has provided to the Employer a signed authorization in a form mutually agreed upon by the Employer and the Union. Such authorization may be revoked by the employee at any time by written notice to the Employer and the Union.
2. The amount of union dues shall be determined by the Union and certified to the Employer by the Union in writing.
3. The Union shall indemnify and hold the Employer harmless against all claims, damages, costs and expenses of any kind (including attorneys' fees) arising out of or in connection with the Employer's application of and compliance with this Article.

ARTICLE 5
HOURS WORKED/OVERTIME

1. The standard work week consists of forty (40) hours in a seven (7) day period (Sunday through Saturday). Hours worked up to forty (40) hours in a week shall be paid at the employee's straight time hourly rate. Hours worked in excess of forty (40) hours in a week shall be paid for at time and one half the employee's straight time hourly rate. Unless prohibited by law, the computation of hours worked shall be determined in accordance with Employer guidelines/policies governing the Employer's employees occupying positions in retail stores in the Employer's North East Market, (hereafter referred to as "Similarly Situated Employees"), which may change from time to time as determined by the Employer.
2. There shall be no compounding of one overtime rate on another overtime rate.
3. The Employer may require employees to work overtime. Whenever reasonably possible, advance notice will be given when overtime work is needed. Employees must accurately record all hours worked.
4. Other than incidental overtime, including but not limited to, completing a customer transaction, employees may not work overtime without the prior approval of a supervisor or manager, except in cases of emergency when such prior approval cannot be obtained.

ARTICLE 6
COMPENSATION

1. Effective on the first (1st) Sunday of the first payroll cycle following ratification of the Collective Bargaining Agreement, the base wage of Solutions Specialists, as established by the Employer, will be increased by \$2,000 and they will no longer participate in or be eligible for the Customer Experience Incentive (CEI) program. The \$2,000 increase to the base wage will be separate from any future change to the base wage. CEI will no longer be considered part of the total targeted compensation for Everett Solutions Specialists and any changes to the CEI program applicable to other employees in the Employer's North East Market, (hereafter referred to as "Similarly Situated Employees") will not be applicable to Everett Solutions Specialists. For example, should the Employer at a later time incorporate all or a portion of CEI into the base wage of Similarly Situated Employees, this increase to the base wage would not be made for Everett employees. If the Employer reduces base wage or sales compensation targets in order to increase CEI for Similarly Situated Employees, the reduction will not apply to Everett Solutions Specialists. If the employer reduces a form of compensation without an increase to CEI, Everett Solutions Specialists will experience the same reduction as Similarly Situated Employees. If the Employer increases the CEI target amount applicable to Similarly Situated Employees, the Employer will apply an equal increase in targeted compensation to Everett Solutions Specialists and the parties agree to meet to discuss how to apply the increase to Everett Solutions Specialists.
2. Effective on the first (1st) Sunday of the first payroll cycle following ratification, the base wage of Experience and Operations Specialists will be increased by \$2,000.
3. Effective on the first (1st) Sunday of the first payroll cycle following ratification, Everett Experience and Operations Specialists will participate in Verizon Wireless Short Term Incentive (STI) Program with a reduced target incentive of 5% of annual base salary. Any changes to STI for Everett Experience and Operations Specialists will be comparable, but not necessarily identical, (i.e. proportional) to STI treatment of Similarly Situated employees, for example, if STI target incentive for Similarly Situated Employees is increased or decreased by 5% of annual base salary, Everett Experience and Operations Specialists would experience a comparable 2.5% increase or decrease to target incentive. If the terms of the STI program are changed for Similarly Situated Employees the terms would be identically changed for Everett Experience and Operations Specialists.
4. Employees covered by this Agreement shall be eligible for performance based wage increases in accordance with the Employer's performance based wage increase guidelines/policies governing Similarly Situated Employees, which may change from time to time as determined by the Employer.
5. In the event employees receive an Annual Performance Evaluation as part of the performance based compensation system, employees will be evaluated pursuant to established criteria, which can be changed as set forth in Section 4. The final decision regarding the Annual Performance Review score and rate of pay shall be with the Employer and shall not be subject to Article 31, Grievance Procedure, and Article 32, Arbitration.
6. The Employer shall have the right, in its sole discretion, to alter or eliminate entirely any aspect of the compensation system, including but not limited to, the criteria used to evaluate employees, sales compensation programs, base wages, market pay ranges, incentive programs and differentials provided such revisions are in accordance with Employer's guideline/policy for Similarly Situated Employees. The Union shall be notified of any changes in advance of their implementation with the exception of changes that are part of the normal administration of a compensation plan (e.g. quota setting, contests, SPIFFS, performance agreements, performance reviews, budgets, etc.). The Employer will give employees notice of any changes in the manner it normally gives notice to Similarly Situated Employees. The Employer's right to alter or eliminate any aspect of the compensation system shall not be subject to Article 31, Grievance Procedure, and Article 32, Arbitration. The Union maintains the right to Grieve and Arbitrate issues relating solely to the improper administration of compensation plans (i.e. the miscalculation of hours, rates and/or commissions).

ARTICLE 7
JOB PERFORMANCE

The Employer has the sole discretion to establish, modify, evaluate and enforce standards and methods for job performance including but not limited to, sales-related scorecards, service requirements, performance measurements, and observation tools in accordance with the way such standards and measurements are applied to Similarly Situated Employees in the North East Market. The Union shall be notified of any changes in advance of their implementation. Bargaining Unit employees will be notified of the changes in the same manner as Similarly Situated Employees.

The Employer's right to establish, modify, evaluate and enforce standards and methods of job performance shall not be subject to Article 31, Grievance Procedure, and Article 32, Arbitration. The Union maintains the right to grieve and arbitrate issues relating solely to the improper administration of job performance plans (i.e., the miscalculation of a scorecard or of a particular performance measurement).

ARTICLE 8
JOB ASSIGNMENTS

The Employer has the sole discretion to direct the workforce on a day to day basis which may include directing employees to perform job duties that they may not customarily perform. The Employer's right to direct the workforce shall not be subject to Article 31, Grievance Procedure, and Article 32, Arbitration.

ARTICLE 9
COMPANY POLICIES, PROCEDURES AND PRACTICES

Except as otherwise expressly addressed in this Agreement, all Employer policies remain in effect and applicable to Bargaining Unit employees. The Employer will continue its longstanding practice to apply such policies, including its Code of Conduct, in a consistent manner. The Employer in its sole discretion may alter or eliminate any policy at any time, provided such revisions match those applicable to Similarly Situated Employees in the North East Market. The Union shall be notified of any changes in advance of their implementation. Bargaining Unit employees will be notified of the changes in the same manner as Similarly Situated Employees in the North East Market. The Employer's right to alter or eliminate any policy, procedure or practice at any time shall not be subject to Article 31, Grievance Procedure, and Article 32, Arbitration. The Union shall have the right to grieve and arbitrate whether or not the same policies in effect for Similarly Situated Employees in the North East Market are in effect for Bargaining Unit employees.

ARTICLE 10
VACATION, HOLIDAYS AND PERSONAL DAYS

Employees shall receive vacation, holidays, and personal days in accordance with the Employer's guideline/policy in effect for Similarly Situated Employees in the North East Market, which may change from time to time as determined by the Employer. The Union shall be notified of any changes in advance of their implementation. Bargaining Unit employees will be notified of the changes in the same manner as Similarly Situated Employees in the North East Market. The Employer's right to change vacation, holidays and personal days from time to time shall not be subject to Article 31, Grievance Procedure, and Article 32, Arbitration. The Union shall have the right to grieve and arbitrate whether or not the same vacation, holidays and personal day policies in effect for Similarly Situated Employees in the North East Market are in effect for Bargaining Unit employees.

ARTICLE 11
WORK SCHEDULES

1. Work schedules are subject to revision by the Employer as its needs require. An employee's work schedule and any work schedule changes shall be provided to the employee as promptly as reasonably possible. The Employer, in its sole discretion, reserves the right to change and modify an employee's work schedule. Work schedules shall not be revised in an arbitrary manner.
2. The Employer, in its sole discretion, reserves the right to reduce or increase an employee's hours of work for any duration in accordance with its business needs, which may change from time to time as determined by the Employer.
3. The Employer's right to revise, change and modify employees work schedules and reduce or increase an employee's hours of work shall not be subject to Article 31, Grievance Procedure, and Article 32, Arbitration.
4. Qualified employees in like titles, who are not on written discipline (written warning or above), will be permitted to exchange schedules as long as at least twenty-four (24) hours written notice is received by store management and the exchange does not result in any cost to the Employer. Probationary employees and employees on written discipline shall not be allowed to exchange schedules without management approval. Schedule exchanges that result in a cost to the Employer must be approved by management. Once a schedule exchange is received or approved, as required above, each employee involved in the exchange shall be responsible for their new shift.

ARTICLE 12
HEALTH AND WELFARE BENEFITS

1. Employees shall be covered by the same health and welfare benefits plans and on the same terms as in effect for Similarly Situated Employees in the North East Market, which may change from time to time as determined by the Employer. At the time of ratification, these plans included, but were not limited to, Medical, Dental, Vision, Disability, Dependent Care Flexible Spending Account, Life and Accidental Death and Dismemberment and Tobacco Cessation. The reference by name to the above benefit plans is solely for the purpose of identifying them as being included at the time of ratification. The reference by name to the above benefit plans is not an agreement for the continuation or maintenance of any health and welfare benefit.
2. The Union shall be notified of any changes in advance of their implementation. Bargaining Unit employees will be notified of the changes in the same manner as Similarly Situated Employees in the North East Market.
3. This Article shall not be subject to Article 31, Grievance Procedure, and Article 32, Arbitration. The Union shall have the right to grieve and arbitrate whether or not the same health and welfare benefits plans and terms in effect for Similarly Situated Employees in the North East Market are in effect for Bargaining Unit employees.

ARTICLE 13
RETIREMENT BENEFITS

1. Employees shall be entitled to participate in the Employer's 401k plan ("Plan") on the same terms as in effect for Similarly Situated Employees in the North East Market, which may change from time to time as determined by the Employer.
2. The Union shall be notified of any changes in advance of their implementation. Bargaining Unit employees will be notified of the changes in the same manner as Similarly Situated Employees in the North East Market.
3. This Article shall not be subject to Article 31, Grievance Procedure, and Article 32, Arbitration. The Union shall have the right to grieve and arbitrate whether or not the same Plan and terms in effect for Similarly Situated Employees in the North East Market are in effect for Bargaining Unit employees.

ARTICLE 14
CONTRACTING OF WORK

Contractors may perform bargaining unit work, whether such contracting is performed inside or outside of the Bargaining Unit location so long as it does not cause, currently and directly, layoffs, part-timing or downgrading of employees.

ARTICLE 15
USE OF AUTHORIZED RETAIL AGENTS AS ALTERNATIVE SALES MODEL

- A. The Union acknowledges that sales of the Employer's products and services are conducted through authorized retail agents and that there may be new additional authorized agent stores in Everett in the future.
- B. The Employer maintains the right to continue or expand its use of authorized retail agents, which will not be considered subcontracting, even if the utilization of that sales model results in the layoff of Bargaining Unit employees. The Employer will not exercise this right for the sole purpose of eliminating Bargaining Unit positions.
- C. This Agreement is therefore intended to provide for the terms and conditions of employment of retail employees represented by the Union, not to limit the use of authorized retail agents except as specified in the paragraph B above. The Employer agrees to negotiate over the effects of a layoff of Bargaining Unit employees that may result from any new decision to utilize an authorized retail agent in Everett to the extent that such effects are not otherwise addressed in this agreement.

ARTICLE 16
NO STRIKE/NO LOCKOUT

1. Neither the Union nor any employee shall cause, sanction, encourage, or take part in any strike, walkout, sickout, picketing, work stoppage, sympathy strike, slowdown or any other interference with the conduct of the Employer's operations. As an example of prohibited conduct, the Union shall not establish a picket line at any locations of the Employer on account of, or in respect to a dispute by the Union with Verizon Communications, Inc. or its other subsidiaries. The Employer shall not engage in any lockout. Any violation of this paragraph shall entitle the Employer or the Union, as the case may be, in addition to any other remedies, to immediate injunctive relief from a court of competent jurisdiction, against any such activities.
2. In the event any employee causes, sanctions, encourages, or takes part in any activities referred to in paragraph 1 of this Article, the Employer, in addition to any other remedies, shall be entitled to impose discipline, up to and including discharge, upon any such employee.
3. In the event any employee causes, sanctions, encourages, or takes part in any activities referred to in paragraph 1 of this Article, the Union shall, at the request of the Employer, and within one (1) hour thereof, notify the employee by telephone, fax or email, that such activities are unauthorized and in violation of this Agreement, that he/she is required immediately to cease such activities, and that he/she is subject to discipline, up to and including discharge, for engaging in such activities. Conformance by the Union with the requirements of this paragraph shall not absolve the Union of any liability for breach of paragraph 1 of this Article.

ARTICLE 17
ADMISSION TO PREMISES

Except as provided in this Article, non-employee representatives of the Union may enter the Employer's premises only as a bona fide customer for the sole purpose of discussing, in his/her capacity as a customer, products or services offered by Verizon Wireless or issues relating to those products or services.

(a) Authorized Union Representatives may enter the Employer's premises for purposes limited to attending scheduled meetings, including attending grievance hearings, with members of management and verifying the performance of this Agreement.

(b) The Union Representative shall endeavor to inform the Employer's management at least twenty-four (24) hours prior to entering the premises, except in cases where such notice is not practical. In all cases, however, the Union Representative must speak to the Employer's General Manager or ranking manager on duty of the retail location upon entry onto the premises. Entry to the Employer's premises shall be limited to a reasonable meeting location designated by the Employer's management in advance. Entry to other areas for the purpose of verifying performance of the agreement will be permitted on an as needed basis provided that the non-employee representative is accompanied by management. The right of entry shall at all times be subject to the Employer's rules applicable to non-employees. The Union representative shall not interfere with Employer operations nor interrupt the performance of employee work assignments. Interactions with employees shall be in the areas which are not accessible and/or visible to Employer's customers and away from the sales floor (e.g., the break room, locker area, etc.) and only while employees are on non-working and non-compensable time.

ARTICLE 18
BULLETIN BOARDS

At the specified Bargaining Unit retail location, as defined in Article 2, Recognition, the Employer shall provide a Bulletin Board set aside for the exclusive use of the Union in an area which is not accessible and/or visible to the Employer's customers and off the sales floor (e.g., the break room, locker area, etc.). Only one authorized representative of the Union (designated in advance to the Employer by the Union in writing) shall be permitted to post material thereon. Only factual/non-controversial/non-derogatory official Union communications, on Union letterhead or Union masthead, and relating to the Bargaining Unit, shall be posted. The Employer shall have the right to remove material it deems not in conformance with this Article.

ARTICLE 19
NON-DISCRIMINATION

1. In a desire to restate their respective policies, neither the Employer nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, sexual preference, national origin, disability or veteran status.
2. The use of the masculine or feminine gender in this Agreement shall be construed as including both genders and not as a sex limitation unless the Agreement clearly requires a different construction.

ARTICLE 20
COLLECTIVE BARGAINING

1. All collective bargaining for a successor Collective Bargaining Agreement on rates of pay, wages, hours, and other terms and conditions of employment shall be conducted by the duly authorized representatives of the Union and by the duly authorized representatives of the Employer. The Collective Bargaining Committees for the Union and for the Employer shall not exceed four (4) members each.
2. Any meetings for collective bargaining shall be held upon request of either party at a time and place agreeable to both parties, and each party agrees to keep the other informed in writing of the names of their respective collective bargaining representatives.
3. Subject to the caps in the paragraph below, the Employer shall pay no more than two (2) employees who are members of the Union's Collective Bargaining Committee for time which is not worked but which is spent in actual attendance at meetings with management in collective bargaining for a successor Collective Bargaining Agreement. Travel time to and from the location of bargaining shall not be paid. Time that is paid for collective bargaining shall be paid at the employee's straight time hourly rate and shall not be considered time worked for any purposes including, but not limited to, the computing of overtime, nor shall it be considered qualifying time towards quota relief should the employee be on a commission plan which includes provisions for quota relief.
4. Time that is paid for collective bargaining shall be capped and shall not exceed the earliest occurring of: i) forty (40) total hours per employee; ii) eighty (80) total hours combined between employees on the Union's Collective Bargaining Committee; or iii) if collective bargaining for a successor Collective Bargaining Agreement continues more than twenty-one (21) calendar days; or iv) if collective bargaining for a successor Collective Bargaining Agreement continues beyond expiration. Once the individual 40-hour cap or the group cap of 80-hours or 21 consecutive days of bargaining or expiration of the agreement (whichever occurs first) is reached, the Union's Collective Bargaining Committee employee member(s) shall not be paid for time which is not worked, but is spent in attendance at meetings with management in bargaining for a Collective Bargaining Agreement. After the 21st calendar day of collective bargaining or the expiration of the agreement up to two (2) employees who are members of the Union's Collective Bargaining Committee shall be eligible for Absence for Union Business, as set forth in Article 23 in order to attend meetings with management in collective bargaining for a successor Collective Bargaining Agreement.

ARTICLE 21
COPIES OF CONTRACT

The Employer shall provide a copy of this Collective Bargaining Agreement to each member of the Bargaining Unit.

ARTICLE 22
FEDERAL, STATE AND LOCAL LAWS

Should any valid Federal, State or Local Law, or the final determination of any Board or Court of competent jurisdiction, affect any provision of this Agreement, the Employer and the Union will meet within thirty (30) days to discuss any changes to this Agreement that may be needed to conform to the law or determination. The final decision on if and how to conform the Agreement to the law or determination shall rest solely with the Employer. All other provisions of the Agreement shall continue in full force and effect.

ARTICLE 23
ABSENCE FOR UNION BUSINESS

To the extent that the Employer determines that the requirements of its business permit, employees who are authorized representatives of the Union will be excused without pay or granted leave of absence without pay, at the request of an authorized officer of the Union.

ARTICLE 24
PROMOTIONS AND TRANSFERS OF UNION REPRESENTATIVES

The Employer shall give the Local Union not less than fourteen (14) calendar days written notice of any promotion or transfer of an Officer, Chief Steward, Steward, or member of the Executive Board.

The Local Union shall keep the Employer currently advised in writing of the names of the representatives set forth above.

ARTICLE 25
NOTICE TO THE UNION

The Employer will notify the Union of new employees entering the Bargaining Unit and of current employees exiting the Bargaining Unit no later than the fifteenth (15th) of the month following such employment action.

ARTICLE 26
PROBATIONARY PERIOD

During an employee's first six (6) months of employment an employee may be discharged, demoted or disciplined for any reason and shall have no recourse and such discharge, demotion or discipline shall not be subject to Article 31, Grievance Procedure, and Article 32, Arbitration.

ARTICLE 27
DISCHARGE/DISCIPLINE

After an employee's probationary period under Article 26, Probationary Period, has been served, no employee may be discharged, suspended or disciplined without just cause. For purposes of whether the employee had advance notice or warning just cause will be deemed to have been established by the Employer providing an employee with at least one (1) written warning before the event leading to discharge.

Just cause under this Article shall include but shall not be limited to violation of the Employer's Code of Conduct, policies/guidelines/procedures, and the Employer's judgment, exercised in good faith, that an employee's skill, ability, performance or attendance are unsatisfactory.

Just cause will be deemed to have been established without the need for prior warning and an employee may be discharged without warning if the offense is of serious and/or egregious nature as exemplified, but not limited to, the following:

- Insubordination
- Fighting or threats of physical violence
- Theft, including but not limited to, theft of time (e.g. punching in an out for another employee or having another employee punch in and out for you) and theft of employer services
- Fraud
- Use, possession or being under the influence of a controlled substance while on duty or on the Employers property
- Use of or being under the influence of an intoxicating beverage while on duty
- Willful destruction of the Employer's or customer's property or the property of fellow employees
- False claims submitted to the Employer or its vendors
- Willful disregard of the customer experience
- Serious and/or egregious violations of the Employers Code of Conduct

The inclusion of a particular example of just cause shall not by implication be interpreted as excluding just cause of a greater or lesser severity or nature. The Employer's decision not to exercise a right of discipline or discharge shall not be deemed to establish a precedent for any case involving another Bargaining Unit employee.

ARTICLE 28
LAYOFF

1. Members of the Bargaining Unit shall participate in the Employer's Severance Pay Plan, applied in the same way as it is applied to Similarly Situated Employees. Bargaining Unit status shall not be a basis for denying benefits under the Plan.
2. When the Employer determines that a reduction in the workforce is necessary, layoffs shall take place within the job title(s) on the basis of the employees' skills, ability, experience, and performance. In cases where the employees' skills, ability, experience, and performance are substantially equal, layoffs shall take place in inverse order of seniority.
3. An employee who has been laid off will be considered prior to off street applicants for vacancies of their former retail store location for which he/she qualifies for a period of one (1) year from the date of the layoff.
4. The Employer's decision to reduce the work force and the resulting layoff of employees shall not be subject to Article 31, Grievance Procedure, and Article 32, Arbitration. The Employer's determination of employee's skills, ability, experience and performance shall not be subject to Article 31, Grievance Procedure, and Article 32, Arbitration. The Employer's selection of an employee given consideration pursuant to Section 3 of this Article shall not be subject to Article 31, Grievance Procedure, and Article 32, Arbitration.

ARTICLE 29
TRANSFERS OUTSIDE OF THE BARGAINING UNIT

In the event a Bargaining Unit employee is transferred to a retail store or job title outside of the Bargaining Unit on a temporary or intermittent basis such transfers will last no longer than thirty (30) consecutive calendar days in the case of temporary transfers or no more than fifteen (15) working days within a thirty (30) calendar day period in the case of intermittent transfers. While employees are working at another location they will be covered by the terms and conditions of this agreement.

ARTICLE 30
UNION REPRESENTATION

At any meeting between a representative of the Employer 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.

ARTICLE 31
GRIEVANCE PROCEDURE

1. Neither the Employer nor the Union, including employees covered by this Agreement, shall attempt to bring about the settlement of any issue by means other than this grievance procedure and, where applicable, the provisions of Article 32, Arbitration. These procedures shall be the sole and exclusive means of adjusting a grievance as defined in Section 2 below.
2. A grievance shall be defined as any matter involving the interpretation or application of any provision of this Agreement, but shall not include those matters specifically excluded by this Agreement from the grievance procedure of this Article or Article 32, Arbitration.
3. All grievances shall be presented in writing and must contain the following components: (1) identification of the specific Article(s) and Section(s)/Paragraph(s) of the alleged Agreement violation; (2) the factual circumstances of the alleged violation including but not limited to the date, time and names of witnesses when known or reasonably available; and (3) the specific remedy sought. A grievance deficient in any or all of the above components shall preclude any further action on the grievance. A grievance must be presented within thirty (30) calendar days after the action or failure to act complained of occurred, except that a grievance with respect to a discharge must be presented within fifteen (15) calendar days of the date of notice of the discharge referred to in Article 27, Discharge/Discipline. Failure to submit a grievance within such periods or failure to process a grievance within the time periods set forth in Step One or Step Two shall preclude any further action on the grievance. The steps of the grievance procedure shall be as follows:
4. Step One – The grievance shall be submitted in writing by the Union to the General Manager or designated representative. If the Union and General Manager, after discussion, are not able to settle the grievance within fourteen (14) calendar days of its submission, the Union shall submit the grievance in writing to Step Two within fourteen (14) calendar days thereafter. If the grievance involves a discharge, the Union, at its option may initially submit the grievance at Step Two.

Step Two – Upon timely submission, the Employer's Labor Relations personnel or designated representative and a representative of the national Union, or their designated representative, shall attempt to settle the grievance. The Union shall be required to present all available evidence and defenses that allegedly support the grievance so that the Employer can evaluate the grievance and render a decision. If the parties are not able to settle the grievance within twenty-one (21) calendar days of the Step Two submission, the grievance may be submitted to arbitration in accordance with Article 32, Arbitration, of this Agreement.

Only the Union or the Employer may submit a grievance to arbitration under Article 32, Arbitration, of this Agreement. The time periods set forth herein may be extended by a written agreement between the Union and the Employer and the extension of the time periods by either the Employer or the Union shall not be considered a waiver of the time periods in any other case or by an Arbitrator in determining arbitrability in any procedural arbitration per Article 32, Arbitration.

5. If the grievance is on behalf of an individual employee, the grievant shall be excused from work without compensation, to attend a Step One grievance discussion/review with management. Unless otherwise required by law or lawful authority, the Employer shall pay the Shop Steward, at his/her base rate of pay, for time within his/her scheduled hours which are not worked but which are spent in attendance at a step one grievance review with management.

ARTICLE 32
ARBITRATION

1. Except as otherwise provided in this Agreement, any grievance not resolved after completing the Grievance Procedure set forth in Article 31 may be submitted by the Union to arbitration by forwarding written notice thereof to the Employer or by the Employer to arbitration by forwarding written notice thereof to the Union. In the event the Union does not so submit the grievance to arbitration within thirty calendar (30) days of the expiration of the twenty-one (21) calendar day period allotted to settle a Step Two grievance, then such grievance shall be permanently barred and all further processing of the grievance shall be precluded.
2. (a) The parties will attempt to agree upon a mutually acceptable Arbitrator. If they have been unable to agree upon an Arbitrator within ten (10) calendar days after receipt of a written notice of intention to arbitrate from the Union, the parties shall immediately proceed to select an Arbitrator in accordance with the rules of the American Arbitration Association.

(b) Hearings and post-hearing activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. If either party wishes to submit a post-hearing brief, it will do so within thirty (30) calendar days of receipt of transcript of the hearing, unless the parties agree otherwise.

(c) The Arbitrator shall only have the authority to determine whether the Employer has violated a specific provision of this Agreement provided the specific provision is subject to Article 32, Arbitration. The Arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement. The decision of the Arbitrator shall be final and, binding on the Union, any affected employee(s) and the Employer. The Arbitrator may not substitute his discretion or judgment for the Employer's exercise of its discretion or judgment. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitrator shall be borne equally by the parties.
3. If the grievance involves a discharge or disciplinary action, and the Arbitrator finds that the discharge or disciplinary action was without cause, a back pay award, if any, shall be reduced by all interim earned income, unemployment compensation, and termination pay. In cases of discharge or disciplinary action the Arbitrator shall not have the power to issue any award providing a monetary remedy which includes any time before fifteen (15) days before the grievance was filed or the length of time between the discharge or disciplinary action and the filing of said grievance, whichever is shorter.
4. Any arbitration case which has not been scheduled for hearing by the parties within twelve (12) months of the date of initial receipt by the Employer of the demand for arbitration will be considered to have been finally disposed of unless the Employer and the Union mutually agree in writing to extend the time period except that neither party shall be prejudiced by delays which they are not responsible.
5. If a grievance is brought on behalf of an individual employee, the Employer shall not unreasonably refuse the grievant or a Shop Steward a request to attend the arbitration if he/she is scheduled to work. However, such time spent attending the arbitration shall not be compensated. Employees requested by the Union to be a witness at any arbitration hearing shall not be compensated by the Employer and if the hearing is held during the employee's scheduled work hours, the Employer shall excuse the witness to attend the hearing and may adjust the schedule other employees as to not negatively impact efficient operations.
6. An Arbitrator shall not be presented with or rule upon more than one grievance without the written consent of both parties.

ARTICLE 33

DURATION

This Agreement shall become effective on June 17, 2016.

This Agreement shall remain in effect through August 3, 2019. However, this Agreement may be extended from time to time beyond its expiration date by mutual Agreement in writing of the representatives of the Employer and the Union.

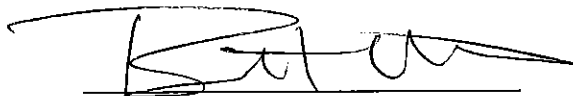
IN WITNESS WHEREOF, the authorized representatives of CWA and CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS have executed this Collective Bargaining Agreement as of the day of JUNE 20, 2016.

COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO



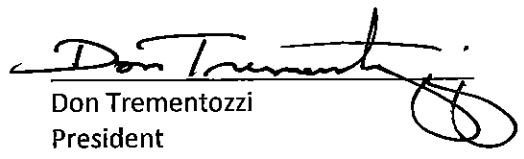
Pat O'Neil
Staff Representative

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS



Brett Ulrich
Director, Human Resources

COMMUNICATIONS WORKERS
OF AMERICA, LOCAL 1400



Don Tremontozzi
President

MEMORANDUM OF UNDERSTANDING

between

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

and

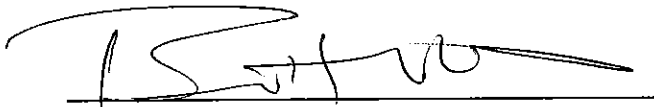
COMMUNICATIONS WORKERS OF AMERICA

EVERETT, MA

SOLUTIONS SPECIALISTS, EXPERIENCE SPECIALISTS AND OPERATIONS SPECIALISTS

The below signed parties on behalf of Cellco Partnership d/b/a Verizon Wireless and the Communications Workers of America hereby acknowledge that it is the intent of the parties to include the above mentioned Bargaining Unit employees in the same benefit plans and on the same terms as Similarly Situated Employees in the North East Market. Accordingly, the parties have endeavored to identify all applicable plans that may require identification in this Agreement in order for Bargaining Unit employees to participate. If a plan was inadvertently excluded from identification within the Agreement, it shall be known that the intent of the parties is to include Bargaining Unit employees in all of the same benefit plans and on the same terms as Similarly Situated Employees in the North East Market. Upon learning of any inadvertent exclusion(s), the parties shall promptly execute a side letter to this Agreement including by reference such benefit plan(s).

For Cellco Partnership d/b/a Verizon Wireless: For Communications Workers of America:



Brett Ulrich
Director Labor Relations



Patrick O'Neil
Staff Representative

Dated: June 17, 2016