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AGREEMENT REGARDING STRIKE DISCIPLINE

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

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

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

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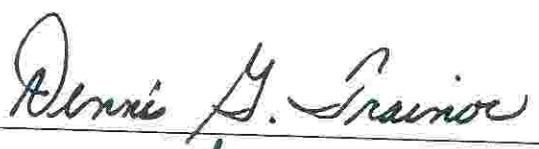

- physical assault with the potential for causing actual bodily injury, but not including incidental bodily contact;
- threats of physical or sexual assault directed at individuals or their family members;
- reckless driving, endangering others, that impedes or interferes with the operation of a company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

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

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

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

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

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

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

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

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

EXHIBIT "A"

9/19/12
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Abrahams, Michael	NY, Hempstead, 141 Henry St.
Arndt, Tammy	PA, Allentown, 7150 Windsor Dr.
Barr, Kenneth	NJ, North Bergen, 5400 W Side Ave.
Bonney, Jeffery	NJ, Moorestown, 908 N. Lenola Rd.
Burns, Michael, J.	MA, Malden, 7 Elm St.
Capuci, Richard A.	MA, Andover, 20 Shattuck Rd.
Checkovage, Martin	PA, Philadelphia, 2033 Bayberry Rd.
Chute, Alfred J.	MA, Woburn, 275 Wildwood Ave.
Colleran, John	MA, Woburn, 275 Wildwood Ave.
Corrigan, Richard	NY, New York, 82-86 King St.
Desisto, Keith	MA, Methuen, 99 Pleasant Valley St.
Digiglio, Michael	NY, Liverpool, One Lumber Way
Dunn, Dennis M.	NY, Riverhead, 285 Hubbard Ave.
Favreau, Stephen	MA, Framingham, 146 Leland St.
Garris, Robert E.	NJ, Totowa, 171 Shepherds Lane
Gebhart, Christopher	NJ, Freehold, 333 Fairfield Rd.
Graff, Mark	NY, Elmsford, 545 Saw Mill River Rd.
Hanovic, Thomas	NY, Roslyn, 45 Lumber Rd.
Hulmes, Brian	NJ, Dover, 246 South Salem St.
Hushon, Michael	NY, Hollis, 99-10 189th St.
Jimenez, Ruben	NY, Corona, 50-51 98th St.
Lanciani, Shawn	MA, Andover, 20 Shattuck Rd.
Martin, Edward M.	PA, Philadelphia, 2033 Bayberry Rd.
Mcfadden, Robert M.	PA, Philadelphia, 2033 Bayberry Rd.
Mcgeachy, Leighton	NY, Brooklyn, 107 01 Ave D
McHugh, Timothy	NY, Brooklyn, 4409 Avenue H
McMahon, Christopher	NY, Wantagh, 1960 Old Mill Rd.
Moore, Robert	MA, Saugus, 459 Main St.
O'Brien, Devery	NY, Yonkers, 999 Nepperhan Ave.
Pearson, Patrick T.	NY, Watertown, 610-616 Coffee St.
Ramos, David	NY, Bronx, 2885 Jerome Ave.
Remington, John	PA, Cuddy, 1300 Cuddy Lane
Sarno, Philip, C.	MA, Woburn, 275 Wildwood Ave.
Sullivan, Scott	NY, Freeport, 57 Russell Pl.
Teske, John	NY, Brooklyn, 1900 Shore Pkwy.
Travis, Jennifer	PA, Pittsburgh, 416 Seventh Ave.
Wunder, Michael	NY, Brooklyn, 1580 Nostrand Ave.

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AGREEMENT AND RELEASE OF CLAIMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Employee

Executed at _____, _____, this _____ day of _____, 2012.

For the Company

By: _____

Its:

Executed at _____, _____, this _____ day of _____, 2012.

EXHIBIT "C"

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

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

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AGREEMENT AND RELEASE OF CLAIMS

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

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

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

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

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

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

2. Expungement. The Company shall expunge references to the suspension from the Employee's personnel file in accordance with the terms of the Agreement Regarding Strike Discipline.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

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Employee

Executed at _____, _____, this _____ day of _____, 2012.

For the Company

By: _____

Its:

Executed at _____, _____, this _____ day of _____, 2012.

