



Verizon European Works Council Agreement

This Agreement is made by and between:

The Central Management of Verizon
and

Verizon European Works Council representing
Verizon's employees within the geographical scope
of this Agreement.

Table of Contents

I.	Definitions
II.	Purpose of the Agreement
III.	Territorial Scope
IV.	Composition of the EWC
V.	Structure and Functioning of the EWC
VI.	Information and Consultation
VII.	Meetings
VIII.	Communication
IX.	Training
X.	Expenses
XI.	Confidential Information
XII.	Applicable Law and Dispute Resolution
XIII.	Duration of the Agreement
	Appendix 1 – Business Template

I. Definitions

When used in this Agreement, each of the following terms shall have the following meaning:

1. "Agreement" shall mean this Agreement on the establishment of the Verizon European Works Council, signed by Central Management and the European Works Council of 20.10.2016.
2. "EWC Directive" shall mean Council Directive 2009/38/EC of 6 May 2009 on the establishment of a European Works Council or a procedure in Community-scale undertakings and Community-scale groups of undertakings for the purposes of informing and consulting employees.
3. "UK TIGER" shall mean Statutory Instrument 1999 No. 3323, the Transnational Information and Consultation Regulations and the amendment by Statutory Instrument 2010 No.88 of the United Kingdom.
4. "EWC" shall mean the European Works Council, a transnational employee representative body consisting of employees' representatives, as defined in article IV below.
5. "Central Management" shall mean the management team based in Reading, U.K representing Verizon's European Headquarters, while the main headquarters is located in Basking Ridge, New Jersey, U.S.A.(Verizon)
6. "EWC members" means the persons who have either been appointed or elected as employees' representatives in the EWC in accordance with this Agreement or such individuals as replace them in accordance with this Agreement.
7. "Information" shall mean transmission of data by the employer to the EWC in order to enable them to acquaint themselves with the subject matter and to examine it; information shall be given at such time, in such fashion and with such content as are appropriate to enable the EWC to undertake an in-depth assessment of the possible impact and, where appropriate, prepare for consultation
8. "Consultation" shall mean the establishment of dialogue and exchange of views between the EWC and Central Management and, as the parties agree, any more appropriate level of management, at such time, in such fashion and with such content as to enable the EWC to express an opinion on the basis of the information provided about the proposed measures to which the consultation is related, without prejudice to the responsibilities of Central Management, and within a reasonable time, which may be taken into account in the decision making process.
9. "Transnational": A matter is considered transnational when it affects all employees in Europe or the employees in at least two countries covered by this Agreement.

II. Purpose of the Agreement

1. This EWC Agreement describes the remit and proceedings of the Verizon European Works Council, which is established for the purpose of Information and Consultation on transnational topics taking place at European level between the Central Management and the European Works Council.
2. Central Management and the European Works Council have concluded this Agreement pursuant the EWC Directive and its UK transposition law, UK TICER. This Agreement has been negotiated under the conditions of article XIII of the Verizon EWC Agreement from 1 October 2008. This Agreement succeeds and replaces the Verizon European Works Council Agreement of 1 October 2008.
3. This Agreement fosters social dialogue defined as the process of negotiation by which the EWC and Central Management reach agreement to work together on policies and activities in undertakings controlled by Verizon by strengthening a common sense of belonging and contributing to an enhanced climate of trust and mutual respect. It is recognized that social dialogue takes place at national and sectorial as well as European level.
4. Both parties promote the co-operation between Central Management, all levels of management, and European employees' representatives through this Agreement and to enter into a constructive dialogue to meet social and economic challenges at the European level. Both parties acknowledge the importance of the establishment of dialogue and exchange of views on strategic issues which impact Verizon employees in Europe.
5. Parties take hereby into account that, in order to meet the constantly increasing demand of Verizon's customers and the global economy, change has become a necessary feature of Verizon's operations and, as a result, constructive dialogue around change is a prerogative. Verizon seeks to achieve the aforementioned goals through:
 - Open and two-way dialogue
 - Employee engagement
 - Spirit of co-operation
 - Effective information and consultation as per EU directives and local laws.
 - Professionalization of the EWC
6. The European Works Council shall not replace any rights of local and/or national employee representation bodies but shall be additional. The EWC shall act as a conduit for countries without employee representation bodies. However, this Agreement shall not replace the right of any country to establish its own local and/or national employee representation body in accordance with national law.

III. Territorial Scope

1. The present Agreement covers all the countries of the European Union (EU), the European Economic Area (EEA) and Switzerland, in which the Verizon group has or will have

establishments. All employees of such establishments will be covered by its provision and will be directly represented in the EWC.

2. A company or establishment belongs to the Verizon group if Verizon Inc. directly or indirectly maintains a dominant influence over the company or establishment. Verizon Inc. has a dominant influence over another company if Verizon Inc. directly and/or indirectly:
 - Can appoint more than half of the members of the company's administrative management of supervisory body;
 - Holds the majority of the votes attached to the company's issued share capital or
 - Holds more than 50% of the shares of that company.
3. Employees working in companies in which Verizon is participating through a joint venture are not covered by this Agreement, unless Verizon has a dominant influence over the companies, as defined above.

IV. Composition of the EWC

1. The EWC will consist of Verizon employee representatives, called EWC members. The EWC shall represent collectively the interests of Verizon employees in Europe.
2. Each country covered by this Agreement will have one EWC member.
3. The EWC members will be selected in line with the existing national legislation and practice. If no such legislation exists, the EWC member will be elected through a direct election by the entire work force of the country in which no such legislation exists. The formulation of the list of the candidates may take into account the need for balanced representation of employees with regard to their activities, category and gender.
4. For each EWC member, a substitute member will be selected (same procedure as for effective EWC members). A substitute member will only be invited to attend the physical EWC meetings when the employee representative he/she was selected for as a substitute, is no longer eligible or is unable to attend. The substitute member may serve for up to the remainder of the term of office of the representative he/she replaces. There should always be a primary and a substitute representative for each country covered by this Agreement.
5. EWC members will have at least one (1) year of seniority within the Verizon group and will be able to communicate in English. An employee under notice or working pursuant to a time limited contract cannot be selected as an employee representative or substitute.
6. The EWC members should fully understand the rights and responsibilities associated with their role. As the duty involves an investment of time and effort, both Central Management and the EWC should be willing to commit to the Agreement in a spirit of cooperation consistent with Verizon's company values of integrity, respect, performance excellence and accountability such time as is reasonable and in accordance with the EWC internal rules.

7. EWC members should serve a four year term, unless binding national legislation dictates otherwise.
8. In case the employment of a EWC member within the Verizon group comes to an end, so will his/her mandate within the EWC.
9. In case national legislation or practice for the selection of EWC members requires the EWC member to be selected or appointed among the existing local employee representatives or substitutes, the fact that the individual employee representative concerned loses his/her capacity as a local employee representative or substitute, will then make an immediate and automatic end to the mandate as an EWC member.
10. In case Verizon expands its business into a country that falls within the territorial scope of this Agreement but has no EWC member yet, all employees in such country will be immediately covered by the present Agreement and the employees in that country will appoint or elect an EWC member as soon as possible. The condition that an EWC member will have at least one (1) of seniority in Verizon (Article IV.5) will not apply.
11. In case Verizon expands into a country for which there is already an EWC member, the employees of the newly acquired company or companies will be represented by the already existing EWC member for that country until the end of the four years' mandate. The EWC member from that country will actively involve the employees or their representatives from the acquired company in the preparation and follow-up of the EWC meetings and in Information and Consultation processes.
12. If the expansion of the Verizon group happens through a take-over that leads to a structural change in the company or a takeover of a company or group of companies having its own EWC or procedure for informing and consulting employees, article XIII.4 will apply.

V. Structure and Functioning of the EWC

1. The EWC will elect amongst its members a Select Committee which will consist of five (5) EWC members. The Select Committee will consist of a chairperson, a vice-chairperson, a secretary and two (2) general Select Committee members.
2. The Select Committee will be responsible for the operational management of the EWC. This will include liaising with Central Management over the arrangements for EWC meetings, proposing to Central Management agenda items for EWC plenary meetings, arranging any preparatory meetings and attending monthly calls with the representatives of Central Management.
3. The chairperson of the EWC represents the EWC in law.
4. The European Works Council can, after consultation with management, establish sub-groups to work on specific areas on an ad hoc basis.

5. An EWC member, who represents employees in other sites than his/her own, shall have the right to contact all employees he/she represents in these locations.
6. EWC members and their substitutes shall be protected in accordance with the national laws and/or practice in force in their country of employment and thus not suffer any disadvantages resulting from the activities in the EWC.
7. All reasonable time spent by the EWC member on EWC activities is considered working time. The time spent for the EWC shall not affect leave from work and contingents of time for work as an employee representative provided for under national law.
8. The EWC will develop its own internal rules and regulations for its proper governance, including the appointment procedure, the function and the procedural rules for the Select Committee. Both parties agree that these internal bylaws cannot supersede this Agreement in any way, shape or form and that these internal rules and/or regulations will not bind Central Management in any manner. Before adopting the internal rules and regulations of the EWC, Central Management will be consulted.
9. Central Management may appoint representatives to serve as first point of contact for the EWC and to coordinate activities with the Select Committee. The HR Director will be one of those representatives.
10. The EWC or the Select Committee may be assisted by an internal and external expert of its choice in so far as this is necessary to carry out its tasks.

VI. Information and Consultation

1. The EWC will be informed and consulted on matters related to the structure of Verizon, the strategy of the company, its economic and financial situation, the development of the business and sales, the situation and trend of employment, investments, divestments, changes concerning organization, introduction of new working methods and processes, transfers of activities, outsourcing and insourcing, mergers and acquisitions, cut-backs or closures and reduction in force, Human Resource policies, health and safety, sale of the company or a part thereof, social responsibilities and initiatives and diversity; provided that these matters are of a transnational nature and significantly affect the employees interest in all countries covered by this agreement or at least two of them.
2. The EWC shall be informed on matters that have a significant impact on employees of only one country covered by this Agreement, including all reductions in force for business reasons in cases that involve multiple individuals or a complete business function. Information on one-country matters provided by Central Management will not constitute initiation of a consultation process, unless the decision making level of the issue impedes the national employees' representatives to be engaged in Information and Consultation.
3. Information and Consultation shall take place at a time when the decision on the proposed changes has not been finalized yet and can still potentially be changed, so that the EWC can have an input that brings added value. Verizon will not start implementing a planned

decision until the Information and Consultation process with the EWC has been finalized. The consultation process will not affect management's prerogatives and power to take appropriate decisions at the time required by the business.

4. Information and Consultation shall take place at regular EWC meetings and regular EWC conference calls. In exceptional circumstances, affecting employees' interests to a considerable extent; particularly a significant reduction in force (10% or more of total staff population within the impacted countries or as mutually agreed upon between Central Management and Select Committee), sale of the company or a part thereof, or office relocations or closures, the Select Committee shall be informed by Central Management as soon as possible in order to start the Information and Consultation process. The Select Committee shall have the right to meet, at its request, with Central Management or in agreement with Central Management with the appropriate level of management with decision making powers on the matter at stake, to be further informed and consulted about the envisaged measures. Extra ordinary meetings will take place in person or by conference call, as to be agreed by the Select Committee and Central Management. Article VI.5 and VI.7 to VI.10 will apply accordingly.
5. Written and verbal Information provided by Central Management to the EWC will be so that the employees' representatives:
 - Are acquainted with the motivation behind the strategies implemented
 - Understand the objectives pursued
 - Can form an opinion on the possible impact on employeesFor this purpose, it shall answer a minimal list of questions under a Business Template as per Appendix 1. This list is not restrictive. If necessary, other questions will be answered by Central Management and/or additional documents will be provided.
6. After the first provision of Information, at the request of the Select Committee, an Information and Consultation meeting can be held to complete the Information and continue with the Consultation process. This meeting can be held in person or by conference call as to be agreed by the Select Committee and Central Management.
7. In the Information and Consultation process, the following parties will be involved:
 - The HR Business Partner
 - The Select Committee
 - EWC members of the affected countries covered by this Agreement
 - Business Lead if a Q&A session is requestedNational employees' representatives can also be invited to participate in the Information and Consultation process.
8. When the Select Committee has received adequate Information and has had the opportunity to meet management in an Information and Consultation meeting, the EWC can issue an opinion statement on the subject matter within a reasonable timeframe, not exceeding fourteen (14) days. The receipt of the opinion statement and EWC obtaining a response from Central Management close the Information and Consultation process.

9. Within the definition and spirit of the EU directives, if both parties agree, other ways of alternative consultation can be followed.
10. The Information and Consultation of the Verizon EWC shall be coordinated with the information and consultation process at national level and linked so as to begin within a reasonable time of each other

VII. Meetings

1. Central Management and the EWC shall meet four times a year. Two regular in-person plenary Information and Consultation meetings will occur for Q1 (normally March) and Q3 (normally September), while two additional regular Information and Consultation meetings will take place for Q2 and Q4 per conference call.
2. Central Management who will take part in the meetings will consist of management executives with European responsibilities and any other senior executives or experts invited by Central Management and the Select Committee.
3. The meetings shall be planned and organised as follows:
 - Central Management representatives and the Select Committee will agree on the exact date and location of the meeting.
 - The agenda for the meeting will be arranged between Central Management's representatives and the Select Committee. Central Management shall propose any relevant and current topics for discussion while the Select Committee shall ensure that all the EWC members have the opportunity to bring in agenda points.
 - Requests for Information from the EWC will be formalized and forwarded to Central Management at least one month prior to the meeting.
 - Central Management's representatives will then agree the agenda and communicate it to the EWC at least two weeks prior to any regularly scheduled meeting.
 - Any presentation decks (both from Central Management and the EWC) will be shared, at least in draft format, one week before the meeting takes place.
4. These regular meetings will be chaired by both the chairperson of the EWC and one of the representatives of Central Management.
5. Each regular meeting between the EWC and Central Management will last one business day.
6. The meetings will be conducted in English.
7. Regular meetings between the EWC and Central Management are to be considered Information and Consultation meetings, meaning that article VI applies and that the EWC can issue an opinion statement on the subjects dealt with at the regular meeting within fourteen (14) days after the meeting.

8. During the meeting, the minutes of the meetings will be drafted by a representative of Central Management. The minutes of the meeting shall be the detailed exchanges taking place during the meeting. The minutes of the meeting shall be sent to the Select Committee for review within five (5) Business Days after the meeting and then be circulated by the Select Committee to all EWC members. Minutes will then be approved within 2 business days by the EWC, in case of disagreement the EWC and CM will notice the discrepancies and close the minutes.
9. The employee representatives to the EWC will hold a pre-meeting at the occasion of a regular meeting. After the meeting with management, the EWC will normally hold a post meeting. The meetings will not exceed three (3) days in total.

VIII. Communication

1. As per article 19C of the UK TICER, the EWC has the obligation to inform its constituency on the outcome of Information and Consultation in the EWC. Following a regular Information and Consultation meeting between the EWC and Central Management, or after an extraordinary Information and Consultation process, the Select Committee of the EWC will prepare a draft communiqué for approval and sign-off by Central Management prior to the distribution to the employees. This communiqué is the primary mode of communication concerning the Information and Consultation in the EWC and will be communicated to all Verizon employees represented. If necessary, local management will provide for translating the communiqué into the local language.
2. If within a month after the regular Information and Consultation meeting or the finalisation of the Information and Consultation process, the EWC and Central Management could not find an agreeable communiqué to be sent to all EMEA employees via the official channel of communication, and with a view to fulfilling its legal obligation in term of communication to its constituency, the EWC will be entitled in accordance with current applicable legislation to send its communiqué to local employees' representatives, and not directly to the employees, and also to publish it on its internal web site. In doing so, the EWC will make it very clear that this communiqué has not been agreed with Central Management. In response, Central Management will be entitled to send out its own communiqué to local employees' representatives. Thereafter there will be no further communiqués to local employees' representatives sent by either the EWC or Central Management in respect of the same meeting or process unless it is an agreed communiqué.
3. An Online Portal will be accessible by all EWC members and Management. The EWC Portal will be hosted on Verizon's internal social media platform. The EWC group will be private and the content will, therefore, be visible only to group members.

The EWC Portal will contain, among others, the following features:

- The EWC Agreement
- Updates regarding the annual meetings
- Decks from the meeting presentations
- Post-meeting communiqué
- Requests for specific updates from the EWC
- Training material
- Q&A forum
- Surveys

Both the EWC representatives and the Central Management representatives are able to view, respond to and add new content to the group. To ensure engagement, all users of the EWC portal are encouraged to cooperate and collaborate in an active and continuous manner.

IX. Training

1. It is the intention of Verizon that the employee representatives are correctly trained to take an effective and appropriate part in the EWC. The EWC shall be provided with relevant training without loss of wages or impact on local training rights of employee representatives.
2. For practical reasons, these group training sessions will be combined with the two regular in person plenary meetings, taking place, as far as possible, the day prior to the meeting. Individual training shall take place when it is convenient for the employee as long as they serve EWC purposes.
3. The content of group training courses shall be proposed and agreed by the Select Committee and Central Management. In order to define a tailor-made training path, the EWC members will also have the opportunity to propose specific training needs.
4. The cost of EWC group training and that of its inherent expenses (tuition fees, transportation, meals and accommodation) shall be borne by Central Management.

X. Expenses

1. The reasonable expenses necessary for the functioning of the EWC and the Select Committee will be borne by Verizon. An annual budget will be established for this purpose; with the budget being communicated to the EWC in the first financial quarter of each year.
2. All expenses related to travel and hotel accommodation for the employee representatives need to be in accordance with the applicable travel policies of Verizon and will be reimbursed to the employee representatives via their local entity. These expenses will be charged to a Central Management cost centre.

XI. Confidential Information

1. Verizon may choose to share certain confidential information with the EWC. Central Management shall inform the EWC prior to the matter in question being dealt about on
 - the reasons for such confidentiality;
 - which written or oral information is concerned;
 - the duration of the confidentiality;
 - to the extent such might be the case, the persons or employee representation bodies to whom the information may be disclosed without breach of the imposed confidentiality.

Confidential information must not to be used for any purposes other than that contemplated in this Agreement and must not be minuted and must not be reported upon.

In order to share such confidential information with their expert, Central Management has to approve this beforehand. In exceptional situations, non-disclosure agreements will be executed for the EWC members or their expert(s).

2. Central Management is not required to disclose any Information when its nature is such that, according to objective criteria, the disclosure would seriously harm the functioning of, or would be prejudicial to the company.
3. Any breach of confidentiality obligations by a EWC member and/or participating Manager will be deemed to be a serious disciplinary offence which will lead to legal and/or disciplinary action by the appropriate Verizon entity in accordance with the provisions of the respective national law.

XII. Applicable Law and Dispute Resolution

1. The provisions of the present Agreement are governed by United Kingdom law: Statutory Instrument 1999 No. 3323, the Transnational Information and Consultation Regulations and the amendment by Statutory Instrument 2010 No.88 of the United Kingdom.
2. In case of conflict, the EWC members and Central Management shall attempt to resolve their differences among themselves. In case this works out to be impossible, the parties to the present agreement agree to submit their differences within one week to an arbitration panel composed of three arbitrators. One of the arbitrators is selected by the EWC and another one is selected by Central Management. Together these two arbitrators appoint a third arbitrator. The arbitral panel will decide within a week by simple majority vote and make a recommendation to the EWC. If those efforts fail, and only then, may a party initiate a court procedure. The parties agree that the recommendation of the arbitration panel should be given substantial consideration. The labour courts of the United Kingdom will be considered as the competent courts.

XIII. Duration of the Agreement

1. The present Agreement is concluded for a period of time of four years, starting from the date of signature of the Agreement.
2. After 3 years of being in force, Central Management and the European Works Council will evaluate the Agreement. The Agreement will be tacitly prolonged for a similar period of four years if both parties agree upon that on the basis of the evaluation. If one of the parties involved so requests, the EWC Agreement will be renegotiated.
3. The request to renegotiate the EWC Agreement has to be given in writing and has to be addressed to Central Management if given by the EWC or to the Select Committee of the EWC if notice is given by Central Management. In case of renegotiation, the EWC will negotiate the new EWC agreement on behalf of all the employees of the Verizon within the territorial scope of the present Agreement. During the negotiations, the existing Agreement remains valid and in force.
4. Where the structure of Verizon in Europe changes significantly, particularly in the case of a take-over, the European Works Council and Central Management will evaluate the

Agreement. If either party so requests, the EWC Agreement will be renegotiated. Article XIII.3 will apply accordingly. In the event of a merger with or acquisition of any business that already has a EWC established, the CM and the Select Committees (SC's) of both bodies will meet to agree an appropriate integration of both EWC's. If no agreement can be reached within 12 months Regulation 19F of the TIGER will apply.¹ During the negotiations the existing EWC's shall function in accordance with the applicable agreements

5. If Verizon or a significant part of it is taken over by another company or group of companies, the present EWC Agreement will stay in force until the takeover date.

Agreed and executed in Reading, United Kingdom, on 20 October 2016.

On behalf of Central Management

On behalf of the EWC

James Montgomery

Jean-Philippe Charpentier

Director – Human Resources – EMEA

Chairman of the EWC

Appendix 1 – Business Template

Project overview

General introduction to the proposed measure

Reason for the proposed measure

Benefits to the company, customers and employees

Differences compared with the current situation, including an organization chart of current and future structures

Alternatives examined

Relationship of the measure to other projects and programs

Countries and sites potentially impacted

Schedules and deadlines regarding further planning, decisions and implementations

Project owner

Financial and economic background

Financial consequences of the measure proposed such as:

Project costs

Pay-back period

Estimated benefits (financial and non-financial)

Cost calculation of possible alternatives (benchmark)

Impact on the organisation

Risk assessment of the project

Plans to retain knowledge and skills

Impact on existing service level

Impact on employees

The number of employees potentially impacted (headcount and FTEs; made redundant, retained or reassigned or transferred) per country/site/legal entity and function

Support for remaining employees in their new/changed roles

Support for employees impacted in securing alternative employment within or outside of Verizon

Information on employment-related agreements in case of a transfer

Information and consultation process at national/local level

Dates and timelines for information and consultation at national/local level

Social partners at national/local level