

Effects Bargaining Report
COVID-19 Vaccine Mandate- Verizon
November 18, 2021

In mid-October Verizon announced that their non-union workforce would be subject to a mandatory Covid- 19 requirement. At that time, the announced mandate did not apply to the unionized workforce as the Company had an obligation to notify the Unions.

On October 14, 2021, Verizon notified CWA and IBEW of its intent to mandate the COVID-19 vaccine for the unionized workforce unless an individual has a medical or religious exemption. The Company cited safety of employees and customers and the need to comply with federal, state, local and customer requirements as its reason.

CWA and IBEW requested to bargain over the effects that a mandate may have on our members. The Unions and Verizon began negotiations on October 28th.

We requested information to determine if it was necessary under the federal mandate applicable to federal contractors, to apply a vaccine mandate to all employees.

Throughout the course of negotiations, the Unions' position remained firm that employees who do not perform work in connection with a federal contract or do not work in a location with others who perform work in connection with a federal contract, should not fall under the federal contractor mandate and therefore they should not be mandated to be vaccinated. In lieu of mandating vaccinations for employees not covered by President Biden's Executive Order regarding federal contractors, CWA and IBEW proposed applying the workplace safety protocols issued by OSHA – protocols that include testing and masking for unvaccinated employees. Verizon was insistent that it would not agree to any proposal that required them to have two policies. The Company's position, which is consistent with various other employers who have federal contracts and fall under the Biden Executive Order, is that creating two tiers of standards – one that applies to employees who are covered by the Executive Order and another standard for employees who are not covered – will be extremely difficult to administer, and could lead to the Company inadvertently violating the federal requirements for vendors, potentially risking the loss of federal government work.

The parties had several bargaining meetings and continued to exchange proposals over the terms of the proposed policy, its implementation and its effect on our members. CWA and IBEW consistently maintained that the Company could distinguish between employees covered by the Executive Order and those that are not. In addition, we advanced proposals designed to protect the jobs of our members who for medical, religious or personal reasons choose not to be

vaccinated. We stressed the various options for such members, including accommodations that would permit employees who qualify for exemptions to comply with OSHA's safety protocols while continuing to perform their job duties.

On November 16, 2021, the Company presented a Last Best Final offer, which included modifications based on the Union's counter proposals to Verizon, including extending the deadline for Verizon's vaccine requirement for the unionized workforce to February 1, 2022.

The Unions made a counter proposal to the Company's last best final offer which was rejected, with the Company continuing to insist on one policy that covers all of its employees. Today, Verizon informed CWA and IBEW the parties are at impasse and that they intend to impose the terms outlined in their Last Best Final offer. The Company will communicate the terms of the implemented policy with employees' tomorrow morning.

The following are some of the key aspects of the Company's last offer:

1. Employees who do not get at least one dose of the vaccine prior to February 1, 2022 may be placed on unpaid leave for at least 60 days.
2. If at any point during that unpaid leave the employee submits proof of partial vaccination, the leave will be suspended and the employee will be permitted to return to work abiding by applicable safety protocols.
3. An employee who does not get at least a first dose of a vaccine prior to the expiration of the 60 day unpaid leave may be separated at the end of the leave.
4. Employees will have the opportunity to apply for medical and religious exemptions.
5. Employees who are unable to get vaccinated during non-work hours will continue to have up to 4 hours of paid leave to get a first dose and up to another 4 hours of paid leave to get a second dose of a two dose vaccine.