

March 18, 2020

Gil Heim, Senior Asst Business Manager
IBEW Local 363
67 Commerce Drive South
Harriman, NY 10926

Re: COVID-19 Work At Home

Dear Gil:

As a result of the current COVID-19 outbreak, through May 2, 2020, eligible employees shall be entitled to work at home on a voluntary basis; eligibility requirements shall be established by management. Management will determine how many employees are eligible to work at home by title, location and work group, and employees in the eligible title, location and work group will volunteer to work at home. The Company will permit as many employees to participate in the program as possible, subject to the availability of Company equipment, software, and anything else necessary to perform the work (PCs, laptops, etc.). If there are more volunteers in a particular title, location and work group than management determines are eligible to work at home, volunteers will be selected by seniority. Additional consideration will be granted to those employees who self-identify as having bona fide underlying conditions which place them at a higher risk of medical complications related to the virus.

If there are necessary job functions which cannot be performed remotely, the Company may require the number of employees needed to perform the work to report back to the Company's premise by inverse seniority. Every accepted volunteer's wages, benefits and other terms and conditions of employment will continue to be governed by the applicable collective bargaining agreement. Accepted volunteers will be responsible for installing and maintaining all Company property provided to them in order to perform work at home. If the volunteer is unable to complete the installation due to technical issues, management will make appropriate arrangements to care for the issue as soon as circumstances permit. While working at home, it is the accepted volunteer's responsibility to comply with all Company rules and policies. For example, all accepted volunteers must use all Company property in accordance with Company rules and policies and protect Company and customer proprietary information in accordance with such rules and policies. Management retains the discretion to terminate an accepted volunteer's temporary work at home arrangement if an accepted volunteer fails to abide by the Company's work rules or policies. If any accepted volunteer comes to their normal reporting location during their temporary work at home arrangement, no payment for mileage or travel time will be made.

This agreement is without prejudice or precedent to any position that any party to this agreement may wish to take in any other proceeding involving any matter. This agreement, and the underlying facts related to this agreement, shall not be cited by any party in any proceeding in any forum including, but not limited to, any arbitration or matter before any federal, state or local court or administrative agency, involving any matter, except as necessary to enforce the terms of this agreement. The Company will provide a minimum of five (5) days' notice of their intent to terminate the work at home program. This agreement may be extended beyond May 2, 2020, by mutual agreement. It is mutually agreed that if any local, state, or federal law, or final decision of a governmental entity of competent jurisdiction directly affects any provision of this agreement, the parties will meet to discuss and revise the agreement to conform with the law or decision.

Please indicate your agreement with the above by signing a copy of this letter where indicated and returning it to me.

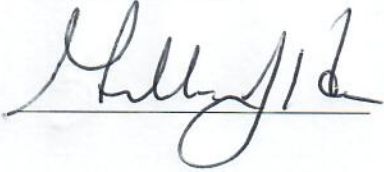
Very truly yours,



Byron Geils
Sr Labor Relations Manager

Agreed for the Union:

Date:



3-18-20