

Contract Modification and Extension Agreement

By and Between Avaya Inc. and the Communications Workers of America

Avaya Inc. (the "Company") and the Communications Workers of America ("CWA") agree to modify and extend the 2009 Collective Bargaining Agreement effective May 24, 2009 ("2009 Agreement"), (and as previously extended on June 7, 2014, June 13, 2016, June 14, 2018 and September 21, 2019, collectively the "Collective Bargaining Agreement"), for two years from its expiration on June 19, 2021 until **June 24, 2023**.

Except as set forth below, all provisions of the: i) 2009 Agreement; ii) Contract Extension Agreement dated October 11, 2011; iii) Contract Extension Agreement dated November 25, 2013; iv) Contract Extension Agreement dated February 12, 2016; v) Modification Agreement signed on January 13, 2017; vi) Contract Extension Agreement dated January 25, 2018; vii) Contract Extension Agreement dated July 29, 2019, remain in full force and effect:

- **For Oklahoma City, OK and Thornton, Colorado Employees working in the Customer Service Operations Center and the U.S. Service Desk**
 - Upon ratification of this Contract Modification and Extension Agreement, Oklahoma City, OK (OKC) and Thornton, CO employees working in the Customer Service Operations Center and the U.S. Service Desk will receive a one-time lump sum payment in the amount of **\$450**. Payment will be made as soon as reasonably possible after ratification.
 - Except as modified by this Agreement, all guidelines outlined in the Remote/Work From Home Trials remain in full force and effect until otherwise terminated and will include any subsequent amendments.
 - A window of up to 4 hours, excluding lunches and breaks, of paid time for any outages. If an outage is expected to exceed 4 hours, the manager and employee will discuss options available in finding an alternate work location. If an employee opts not to find an alternate work location due to an individual outage, they may use their own time to cover the period of time they are not working.
 - The Company will provide computer and/or laptops, headsets and supplies and replace as needed. All final decisions on supplies, will be at the sole discretion of Management. All ergonomic equipment requests will be considered through the Avaya Workplace Accommodation process.
 - Any work-related injury is covered under the Avaya Worker's Compensation Policy.
- **For Oklahoma City Employees Only**
 - On a full-time basis, the employee's home will be their place of work and would be considered their "reporting location" at all times. For the purpose of all other Articles of the Collective Bargaining Agreement the OKC Geographical Commuting Area ("GCA") is their GCA including for new hires.
 - In cases of broader impact to the OKC area, the Company in conjunction with the Local Union, will develop a business continuity plan to be deployed.

All Represented Employees

- Effective upon ratification of this Contract Modification and Extension Agreement, there will be no lays off through March 31, 2021;
- **Wages**
 - Effective October 3, 2021 and again on October 2, 2022, wage schedules shall be increased by 2% on the maximum rates and 2% on the minimum rates.
- **Article 6 – Union Activities**
 - Union Orientation for New Members can be conducted via a web-based application utilizing the company computer.
- **Article 7 – Collection of Union Dues**
 - Electronic Dues Authorization will be accepted by the Company.
- **Medical Changes**
 - Medical benefits for represented employees under the Avaya Inc. Medical Expense Plan (the "Medical Plan") design changes on annual deductible, co-pays, and out of pocket maximums as outlined in the chart below effective **January 1, 2022 and January 1, 2023**. The Medical Plan will be amended to reflect such changes.

Medical	Effective 2022		Effective 2023	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Annual Deductible	\$425 Ind/ \$850 Family	\$1,400 Ind/ \$2,800 Family	\$500 Ind/ \$1,000 Family	\$1,500 Ind/ \$3,000 Family
Copays				
PCP	\$20 PCP	40% coinsurance*	\$25 PCP	40% coinsurance*
Spec	\$30 Specialist	40% coinsurance*	\$35 Specialist	40% coinsurance*
ER	5% coinsurance*	40% coinsurance*	5% coinsurance*	40% coinsurance*
Hosp**	5% coinsurance*	40% coinsurance*	5% coinsurance*	40% coinsurance*
Annual out-of-pocket maximum	\$2,250 Ind/ \$4,500 Family	\$5,625 Ind/ \$11,250 Family	\$2,500 Ind/ \$5,000 Family	\$6,250 Ind/ \$12,500 Family
Rx	No change	Not Covered	No Change	Not Covered

*no change

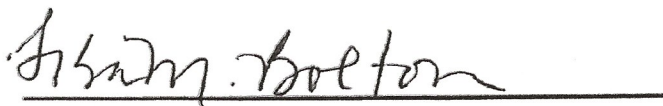
**Penalty of \$400 (or 20% of allowed amount if less) for failure to obtain pre-authorization for out-of-network care. This is not a change from the current plan.

- For current retirees and those who retire as of **November 30, 2020**, the Company will provide the following medical coverage funding:
 - For calendar years **2021, 2022, and 2023**, the HRA's for **non-Medicare** eligible represented retirees will be funded as follows:
 - **\$2,200** Company contribution for retiree-only; and
 - **\$4,000** Company contribution for retiree and spouse/domestic partner.
 - For calendar years **2021, 2022, and 2023**, the HRA's for **Medicare** eligible represented retirees will be funded as follows:
 - **\$2,200** Company contribution for retiree-only; and

- \$4,000 Company contribution for retiree and spouse/domestic partner.
- Effective **December 1, 2020** future retiree(s) will have no premiums for sixty (60) days beyond the end of the month they retire to bridge enrolling at the Exchange.
- For retirees who retire on or after **December 1, 2020**, the Company will provide the following medical coverage funding:
 - For calendar years **2021, 2022, and 2023**, the HRA's for **non-Medicare** eligible represented retirees will be funded as follows:
 - \$4,300 Company contribution for retiree-only; and
 - \$8,250 Company contribution for retiree and spouse/domestic partner.
 - For calendar years **2021, 2022, and 2023**, the HRA's for **Medicare** eligible represented retirees will be funded as follows:
 - \$2,300 Company contribution for retiree-only; and
 - \$4,100 Company contribution for retiree and spouse/domestic partner.
- Except as set forth above, and in the other Extension and Modification Agreements as stated above, all provisions of the 2009 Collective Bargaining Agreement remain in full force and effect.

Agreed on this 30th of December, 2020

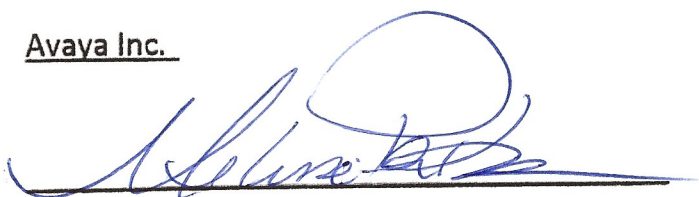
Communications Workers of America



Lisa Bolton

Vice President Telecommunications & Technologies

Avaya Inc.



Melissa Parker

Avaya Labor Relations