

MEMORANDUM OF AGREEMENT

This Agreement is made and entered into, the 19th day of September 2012, by and between all present and future In-BA-Region subsidiaries, or operating units thereof, of Verizon Communications Inc. ("VZ"), except Cellco Partnership, its subsidiaries, and its affiliates d/b/a Verizon Wireless, Verizon Information Services BA - Region Directory South Sales (NTD/PDD/CDS), and all entities (and all of their subsidiaries) with a market capitalization or value of more than \$3 billion, acquired or merged with Bell Atlantic Corporation, Verizon Communications Inc., or their subsidiaries, with a closing date after August 9, 1998 (hereinafter "Company"), and the Communications Workers of America, AFL-CIO (hereinafter called "CWA"), addressing certain issues, as follows:

1. The two agreements by and between NYNEX and Bell Atlantic Companies and the CWA entitled "Agreement concerning issues related to the Bell Atlantic- NYNEX Merger" (copies of which are attached hereto and incorporated herein by reference) are amended and will be included, as amended, within the new collective bargaining agreements which will be effective for the period September 19, 2012 to August 1, 2015.
2. The Company and the CWA will execute the attached Memorandum of Agreement Regarding Neutrality and Card Check Recognition.
3. Whenever the Company assigns employees of VZ Companies (hereinafter "VZ employees") to perform work for the Data Solutions Group (DSG, including Verizon Network Integration Corp., Inc., formerly named BANI) which is currently, has been

historically, or is substantially comparable to work performed by CWA bargaining unit employees, such work will be exclusively performed by CWA operating telephone company (hereinafter "OTC") bargaining unit employees covered by the existing collective bargaining agreements.

Operational work associated with the data network which the Company assigns to VZ employees shall be exclusively performed by CWA OTC bargaining unit employees covered by the existing collective bargaining agreements. Central offices and associated control centers will be staffed exclusively by CWA OTC bargaining unit employees covered by the existing collective bargaining agreements carrying titles such as COT/SET/TTA/CSA or their equivalents.

4. All plant work associated with digital subscriber lines (i.e., xDSL, a generic term which includes ADSL, HDSL, SHDSL, RADSL, IDSL, and all similar and subsequent technologies) between and including the central office and the network interface device shall be performed exclusively by CWA OTC bargaining unit employees covered by the existing collective bargaining agreements. All work associated with the xDSL splitter shall be exclusively performed by CWA OTC bargaining unit employees covered by the existing collective bargaining agreements. The Company shall not contract out any of the xDSL work discussed above.

When an end user customer purchases Verizon-on-Line DSL Service™ directly from Verizon Internet Services Inc. ("VISI") and uses Verizon as its ISP and the end user customer contracts with VISI to have it perform the installation and maintenance of the inside-data-wiring and jack, the digital modem, the Network Interconnection Card, and/or

the software and configuration of the computer on the end user customer's premises ("Customer's Premise DSL I&M Work") for the Verizon-on-Line DSL Service™, the Customer's Premise DSL I&M Work for that service will be assigned to CWA OTC bargaining unit employees. That Customer's Premise DSL I&M Work shall not be contracted out in the former BA Region.

When an end user customer purchases Verizon InfoSpeed DSL Service™ directly from Verizon Advanced Data Inc. ("VADI") and does not use Verizon as its ISP and the end user customer contracts with VADI to have it perform the installation and maintenance of the inside-data-wiring and jack, the digital modem, the Network Interconnection Card, and/or the software and configuration of the computer on the end user customer's premises ("Customer's Premise DSL I&M Work") for the Verizon InfoSpeed DSL Service™, the Customer's Premise DSL I&M Work for that service will be assigned to CWA OTC bargaining unit employees. That Customer's Premise DSL I&M Work shall not be contracted out in the former BA Region.

The Company may designate a select group of CWA OTC bargaining unit employees to perform the Customer's Premise DSL I&M Work. The Company will first seek input from the Union but reserves the right to establish training requirements, selection, certification, attire, scheduling which is consistent with the parties' collective bargaining agreements, and other requirements for those employees. In making its designations of employees to perform that work, the Company will consider an employee's seniority but reserves the right to make the designations solely on the basis of qualifications. The Company shall begin transitioning the above work to the OTC bargaining unit employees as soon as August, 2000 and shall have completed the transition no later than April 30, 2001.

5. Whenever the Company assigns VZ employees to perform work which is currently, or which has been historically, performed by CWA OTC employees such work shall be performed exclusively by CWA OTC employees covered by the existing collective bargaining agreements.

Whenever the Company assigns VZ employees to service or sell bundled services which include any service which is currently, or historically has been, serviced or sold by CWA-represented employees, then such work shall be performed exclusively by CWA-represented employees, and the primary service and sales channel for such services shall be the OTC Business and Residence office, to the extent permitted by law or regulation.

Existing Bell Atlantic (BA Plus) accounts will begin to be transferred back to CWA OTC bargaining unit locations on October 1, 1998. There will be no new promotions to transfer accounts or to transfer the servicing of accounts started for BA Plus. CWA-represented service representatives/consultants will not be impacted adversely in any way by the transfer of BA Plus accounts. All accounts must be transferred to CWA OTC bargaining units no later than March 30, 1999. Such BA Plus accounts shall be transferred to broadly defined appropriate OTC organizational areas, such as the Electronic Traffic/Transfer Zone or the area served by the ACD in which the work was performed in the OTC. The commitment regarding BA Plus accounts shall have no effect on the parties' rights with respect to the transfer, movement or assignment of any work under the OTC contracts under which such work is then performed.

If the work assignment or other practices of a company which is merged with or acquired by VZ and which is covered by this Agreement are inconsistent with one or more terms of this Agreement, there shall be a reasonable transition period, not to exceed six months from the date of the closing of the merger or acquisition, to eliminate such inconsistency.

6. Whenever the Company assigns VZ employees to perform long distance work that is similar to work which is currently, or historically has been, performed by CWA-represented employees then such work shall be assigned to CWA-represented employees covered by the existing OTC collective bargaining agreements.

To the extent permitted by law or regulation, the primary sales and service channel for long distance services shall be the OTC Business and Residence office.

Whenever the Company assigns VZ employees within CWA jurisdiction to perform work associated with video, alarm monitoring, customer contact, or the Internet, that is similar to work which is currently, or historically has been, performed by CWA-represented employees, then such work shall be performed exclusively by CWA-represented employees.

7. Whenever any employee engaged by the Company within the CWA jurisdiction is assigned to perform data services work permitted by FCC 706 exceptions, then such work shall be performed by CWA OTC employees covered by the existing collective bargaining agreements; however, if the FCC requires the Company to assign such work to a separate subsidiary or affiliate, then the work shall be performed by CWA-represented employees working under an equivalent collective bargaining agreement.

8. Nothing in this agreement is intended to limit, diminish, or infringe upon the two letters incorporated in the collective bargaining agreements by and between NYNEX Corporation on behalf of itself, and New York Telephone, New England Telephone, Empire City Subway, Telesector Resources Group, and NYNEX Information Resources, and the CWA entitled respectively "New Business" and "Old Business Letter," dated April 3, 1994, (copies of which, adapted to apply under this Agreement, are attached hereto and incorporated herein by reference) (the "Old and New Business Agreements"). The Old and New Business Agreements are amended and renewed and will be included, as amended, within the new collective bargaining agreements between parties to the 2012 MOU. The terms Bell Atlantic Corporation ("BAC") and Verizon Communications Inc. ("VZ") as defined and used in the New Businesses Agreement means the Company as defined in the introductory paragraph of this Agreement, which is controlling.

INTERPRETIVE COMMENTS

1. Work will be considered to have been “historically performed” by CWA-represented employees if it has been performed by such employees within the last seven years and over a significant period of time.
2. “Current work” includes any evolution of such work.
3. This agreement is not intended to affect any issue regarding a claim that management employees are performing bargaining unit work. It is also recognized that CWA will continue to press such claims.
4. It is not the intent of this Agreement that existing work being performed by Verizon Connected Solutions, Inc. (“VCSI”), formerly named Bell Atlantic Communications and Construction Services, Inc. (BACCSI), is to be returned to the OTCs, except as specifically provided in the amended Broadband Network / Employment Security Provisions of the 2000 MOU between the former BA South Region OTC’s and the CWA. (Copy attached and incorporated herein.) However, it is the Intent of this Agreement to not transfer more OTC work to VCSI.
5. This Agreement applies only to work assigned to and performed by VZ employees within the former Bell Atlantic footprint. Due to the merger between BA and GTE, the names of certain companies in this Agreement have changed from the 1998 Agreement between the parties. This Agreement is not intended to expand the meaning or scope of the 1998 Agreement, except as noted in paragraphs 1, 4 and 5 of this Agreement, and paragraph 4 of the Interpretive Comments of the 1998 MOA, and

the deletion of paragraph 9 of the Interpretive Comments of 1998 MOA. For that reason, the following terms are defined:

VZ Companies are subsidiaries of VZ, covered by the Agreement, operating within the former BA footprint;

VZ Employees are employees of VZ Companies performing work in the former BA footprint.

6. Any provisions of this Memorandum of Agreement are subject to legal and regulatory requirements.

7. Any obligation to have work performed by CWA-represented employees is limited to areas within CWA jurisdiction in the former BA footprint.

8. It is not the intent of paragraph 4 of this Agreement to affect work by suppliers in the Central Office prior to the operational phase of a service or product.

This Agreement expires at 11:59 p.m. on August 1, 2015.

For: Communications Workers
of America

For: Company

Gail Evans

Joseph Gimilaro

Date: _____

Date: _____

AGREEMENT CONCERNING ISSUES
RELATED TO THE BELL ATLANTIC-GTE MERGER

This Agreement (“Agreement”), by and between Verizon (“VZ”) Network Services, Inc., VZ - Delaware, Inc., VZ - Maryland, Inc., VZ - New Jersey, Inc., VZ - Pennsylvania, Inc., VZ - Virginia, Inc., VZ - Washington, D.C., Inc., VZ - West Virginia, Inc., and Verizon Information Services with respect to its Elkins Park, PA Directory Clerical, Potomac Directory Clerical, and West Orange, NJ Directory Sales and Clerical bargaining units (hereinafter collectively called “the Companies” and individually called a “Company”), and the Communications Workers of America, AFL-CIO (hereinafter, “CWA”), addresses certain employment security and other issues relating to the Bell Atlantic - GTE merger.

- A. No Involuntary Layoffs, etc.** – Effective September 19, 2012 and terminating concurrently with the labor agreements, August 1, 2015, the Companies agree that, except with respect to employees with a net credited service date, on the effective date of this MOA and as defined in Article 2 of the Pension Plan for Mid-Atlantic Associates, of August 3, 2003 or later (“New Employees”), which employees shall be subject to the other layoff and related provisions of their collective bargaining agreements, there shall be no layoffs, forced transfers requiring a home relocation, or downgrades as a result of any company initiated “process change,” which includes process reengineering initiatives, workplace consolidations, office closings, contracting, shifting of bargaining unit work, network upgrades, and other business changes, developed to accommodate new technology or to improve productivity, efficiency or methods of operation.
- B. Limitations on Transfer of Jobs** - The following limitations on permanent transfers of jobs shall be effective September 19, 2012 and terminate concurrently with the labor agreements, August 1, 2015.
- (1) During each year of the parties’ current collective bargaining agreements (“CBA”), from September 19, 2012 to August 1, 2015, a Company may not permanently transfer more than .7% of the CWA represented jobs from any of the universes described below to an area outside the former Bell Atlantic (“BA”) South Region.
- (a) New Jersey - The universes for the State of NJ are the bargaining units in NJ.
 - (b) Delaware - The universes for the State of Delaware are the bargaining units in DE.
 - (c) Pennsylvania - The universes for the State of Pennsylvania are the bargaining units in PA.
 - (d) Maryland, Virginia, West Virginia, and the District of Columbia - The universe for each of the States of Maryland, Virginia, West Virginia and the District of Columbia is the bargaining unit within each of those states and D.C.

- (2) Transfers of jobs within the former BA South Region, if permitted by the parties' CBA, do not count against the .7% per year limit on the permanent transfer of jobs.
- (3) The percentage of permanent job transfers will be calculated for each universe as follows:
 - a. Total CWA Represented Jobs in a universe permanently transferred outside the former BA South Region;
 - b. (divided by) Total CWA Represented Jobs in that universe.
- (4) If an employee voluntarily transfers to a job outside the former BA South Region, the transfer of that employee shall not be included in the number of transferred jobs for purposes of calculating whether the .7% per year limit on the permanent transfer of jobs has been exceeded.

C. Change in Business Conditions - Any job loss caused by an "external event" as that term is used in a letter dated April 3, 1994 from James J. Dowdall to Elisa Riordan ("Job Security Letter"), is specifically excluded from the terms of the commitments made in sections A above. The relevant portion of the "Job Security Letter" states:

The parties also agree that an "external event" that is viewed as significant and that directly reduces the need for a large number of employees, shall not be considered "process change." An example of an external event might be a state or federal regulatory change that causes the Company to abandon a line of business, an interexchange carrier takeback of billings and collections, or the loss of a major telecommunications network contract.

This paragraph C shall not apply to New Employees as defined in paragraph A above.

D. This Agreement does not limit or restrict Employee Transfer Plans.

For The Companies

For The CWA

Joseph Gimilaro

Gail Evans

MEMORANDUM OF AGREEMENT
REGARDING NEUTRALITY AND CARD CHECK RECOGNITION

The Verizon Communications Inc. (“VZ”) Companies Covered by this Memorandum of Agreement (“the Companies”) and Communications Workers of America (“the Union”), for and in consideration of the mutual promises and agreements set forth below, hereby enter into this Memorandum of Agreement Regarding Neutrality and Card check Recognition (“Agreement”) as of the September 19, 2012.

1. Duration. This Agreement is effective as of the date stated above, and shall remain in effect until 11:59 PM on August 1, 2015, unless extended, modified or terminated by mutual written agreement of the parties. The parties expressly understand, however, that in the event this Agreement is terminated before August 1, 2015 all of the terms hereof nevertheless shall survive said termination and remain in effect with respect to any reorganization or restructuring of any bargaining unit as a result of which management creates any new in-region subsidiary, division, or operating entity as to which no Union representation then exists.

2. Applicability.

(a) All card check procedures and any Union recognition provided for by this Agreement shall be applicable as of September 19, 2012, for non-management employees of the Companies “In the former BA Region” (“In-Region”), i.e., within the former BA operating region in thirteen state and District of Columbia region comprised of Maine, New Hampshire, Vermont, Rhode Island, Massachusetts, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Maryland, Virginia, West Virginia and the District of Columbia.

(b) As used herein, “the Companies” means all present and future In-Region subsidiaries, or operating units thereof, of VZ, except Cellco Partnership, its subsidiaries, and its affiliates d/b/a Verizon Wireless, Verizon Network Integration Corp., Inc., Verizon Information Services BA-Region Directory South - Sales (CDSC/NTD/PDD), and all entities (and all of their subsidiaries) with a market capitalization or value of more than \$3 billion, acquired by or merged with Bell Atlantic Corporation, Verizon Communications Inc., or their subsidiaries, with a closing date after August 9, 1998. [Includes for all of the above Companies, all In-Region operations in the thirteen state and D.C. region. Staff operations in an “out of region” organization, even if located within the thirteen state “In-region” territory, or any other operations outside this thirteen state territory, are not included.]

(c) As used herein, “non-management” means employees who normally perform work in non-management job titles, as determined by the Companies, in accordance with the statutory requirements of the National Labor Relations Act, as amended, and applicable decisions of the National Labor Relations Board and reviewing courts. If the Union disagrees with any such determination, the parties agree to submit

the issues of unit definition to arbitration as set forth in paragraph 3, below, using the aforesaid statutory requirements and decisions as the governing principles.

(d) In addition to the foregoing, the parties further agree that any proposed bargaining unit shall exclude, but not by way of limitation, all professional, confidential, and managerial employees, guards and supervisors as defined in the National Labor Relations Act.

3. Card Check Recognition Procedure.

(a) When requested by the Union, the Companies agree to furnish the Union lists of employees in the bargaining units. This list of employees will include the work location, job title and home address.

(b) The Union will give twenty one (21) days' notice for access to Company locations. Access will be limited to one sixty (60) day period in any twelve months for each unit agreed upon or determined as provided herein.

(c) (1) The Union and the Companies shall meet within a reasonable period, but not to exceed ninety (90) days, after the effective date hereof for the purpose of defining appropriate bargaining units for all presently existing potential bargaining units. In the event that the parties are unable to agree, after negotiating in good faith for a reasonable time, upon the description of an appropriate unit for bargaining, the issue of the description of such unit shall be submitted to arbitration administered by, and in accordance, with, the rules of the American Arbitration Association (AAA). The arbitrator shall be confined solely to the determination of the appropriate unit for bargaining and shall be guided in such deliberations by the statutory requirements of the National Labor Relations Act and the precedential decisions of the National Labor Relations Board and Appellate reviews of such Board decisions. The parties agree that the decision of the Arbitrator shall be final and binding. The Companies and the Union agree to select by agreement a permanent arbitrator and an alternate within 30 days of signing this Agreement to hear disputes under this Agreement. If the parties cannot agree, they shall select the arbitrators from list(s) provided by the AAA.

(2) If either the Companies or the Union believes that the bargaining unit as agreed or determined in (c) (1), above, is no longer appropriate due to organizational changes, then the parties shall meet and confer in good faith for the purpose of re-defining the appropriate unit. In the event that the parties are unable to agree, after negotiating in good faith for a reasonable time, upon the re-definition of an appropriate unit, the issue of the description of such unit, shall be submitted to arbitration as provided in (c) (1).

(d) The Companies agree that the Union shall be recognized as the exclusive bargaining agent for any agreed-upon or otherwise determined bargaining unit(s) not later than ten (10) days after receipt by the Companies of written notice from the American Arbitration Association ("AAA") that the Union has presented valid authorization cards signed by a majority of the employees in such unit(s).

(e) For the purposes of determining the number of employees that constitute a majority of the bargaining unit, the employee population will be composed of only those employees employed in the bargaining unit on the earliest date which appears on the cards presented to the AAA. The cards so presented must be dated within sixty (60) days of each other, but no earlier than the date of execution of this Agreement, and each card so presented must contain at least the language set forth in Attachment 1 hereto. The Companies shall provide the AAA all employees, job title and other information required for the AAA to verify the existence of more than 50% of employee authorizations as provided for in this Agreement.

(f) In the event the Union fails to deliver to AAA valid authorization cards signed by a majority of employees in any aforesaid bargaining unit upon completion of its card-signing effort, the Union agrees not to begin any further card-signing effort in such unit for a period of one year from the date on which access was first granted as provided in (b), above.

(g) As soon as practicable after the aforesaid recognition and upon written request by the Union, the Companies, or the appropriate subsidiary, division or operating unit thereof, shall commence bargaining in good faith with the Union with respect to wages, hours, and other terms and conditions of employment for the employees employed within the agreed upon or otherwise determined appropriate bargaining unit.

Neutrality.

(a) The Companies agree, and shall so instruct all appropriate managers, that the Companies will remain neutral and will neither assist nor hinder the Union on the issue of Union representation.

(b) For purposes of this Agreement, "neutrality" means that management shall not, within the course and scope of their employment by the Companies, express any opinion for or against Union representation of any existing or proposed new bargaining unit, or for or against the Union or any officer, member or representative thereof in their capacity as such. Furthermore, management shall not make any statements or representations as to the potential effects or results of Union representation on the Companies or any employee or group of employees. The Union also agrees that, in the course of any effort by the Union to obtain written authorizations from employees as provided for in paragraph 3(b), above, neither the Union nor any of its officers, representatives, agents or employees will express publicly any negative comment concerning the motives, integrity or character of the Companies, Verizon Communications Inc., or any of their officers, agents, directors or employees.

(c) This Agreement supersedes and terminates any and all other agreements, Memoranda of Understanding, commitments or statements of intent regarding neutrality, card-check procedures or union organizing rights that may exist as of the date hereof between the Union and any of the Companies, including but not limited to the existing NYNEX Neutrality Agreement, the Neutrality, Card Check and Successorship

Agreements with the operating telephone companies of Bell Atlantic Corporation prior to its merger with NYNEX, and with BA Network Services, Inc., and the BA Communications, Inc. Agreement on Principles and Behaviors with Regard to Union Organizing Campaigns, but does not supersede or terminate the NYNEX New Business Agreement, NYNEX Old Business Letter, or the Common Interest Council Letter.

5. Valid Authorization Card. For purposes of this Agreement, a valid written authorization card shall state specifically that by signing the card, the employee agrees to be represented by the Union, using the language set forth in Attachment 1.

6. Regulatory and Legislative Support. The Union hereby agrees to continue its support before the appropriate regulatory and legislative bodies for the Companies' efforts to remain competitive in, and/or gain entry to, all telecommunications and related markets in which the Companies choose to participate, unless the Union determines such support to be in conflict with its interests. If the Union determines such conflict exists, the Union will promptly so notify the Companies and, the request of the Companies, meet to discuss and confer on such conflict.

The Companies hereby agree to support Union efforts before regulatory and legislative bodies unless the Companies determine such support to be in conflict with their interests. If the Companies determine such a conflict exists, the Companies will so notify the Union, and will if requested by the Union, meet to discuss and confer on such conflict.

7. Dispute Resolution. Except as to disputes referenced in paragraph 3 (c) of this Agreement, all disputes concerning the meaning or application of the terms of this Agreement shall be handled and addressed by the meeting of designated representatives of the Companies and the Union. Either party may request such a meeting and each party pledges its best efforts to address any and all concerns raised as to the meaning or application of this Agreement. With the exception of matters referenced in paragraph 3 (c) above, the meaning or application of this Agreement shall not be subject to arbitration. Each party reserves its right to seek judicial or other relief provided by law to enforce this Agreement. However, the parties agree that prior to seeking such relief provided by law, the parties will meet and confer as set forth above.

8. Wavier of Claims.

(a) The Union promises and agrees that, in connection with any arbitration, and in connection with any other legal, equitable or administrative suit, proceeding or charge arising subsequent to the effective date of this Agreement between the Union and any VZ Company, or VZ Communications Inc., including but not limited to any proceeding before the National Labor Relations Board or its delegate, the Union hereby waives any claim, allegation or argument, and agrees to refrain from presenting this agreement, or any action or information related to it, as evidence in support of any claim, allegation or argument, that any VZ Company or VZ Communications Inc., and/or any of its current or future subsidiaries, and/or their divisions, units, agents, or affiliates, are or have been a single employer, joint employers, alter-egos, or that any employees should be accreted to

any bargaining unit, to the extent that any such claim, allegation or argument is based upon

(1) any changes on or after August 15, 1997, in the administration and/or control of labor relations by Bell Atlantic Corporation, VZ Communications Inc. or any Bell Atlantic or VZ Companies; or

(2) any change in the scope, availability in employees, or administration by management of any program or practice for the effectuation of employee-initiated transfers between or among different subsidiaries or bargaining units; provided, however, that this subparagraph (2) shall not be construed as having any effect on the Union's right or the Companies' obligation, to the extent the same may exist under applicable law and/or any preexisting collective bargaining agreement(s), to negotiate changes in the terms and conditions applicable to such transfers.

(b) The provisions of this paragraph 8 shall survive the expiration of the remainder of this Agreement, and shall have full force and effect until specifically voided by mutual written agreement of the parties.

9. Severability. Should any portion of this Agreement be voided or held unlawful or unenforceable by the National Labor Relations Board or any court of competent jurisdiction, the remaining provisions shall remain in full force and effect for the duration of this Agreement.

COMMUNICATIONS WORKERS
OF AMERICA

VERIZON
COMPANIES

By _____
Gail Evans

By _____
Joseph Gimilaro

Date _____

Date _____

Verizon Network Integration Corp, Inc. Customer Bid Work

1. This Agreement applies to the performance of work within the former Bell Atlantic footprint on customer service contracts bid-on by Verizon Network Integration Corp, Inc. ("VNICI") after October 5, 1998 (the "Work").
2. For the part of the Work which is currently or has been historically performed by CWA bargaining unit employees, VNICI shall designate the appropriate operating telephone company ("OTC") employing CWA bargaining unit members as its sole contractor and its bargaining unit employees shall perform the work.
3. As appropriate, VNICI may obtain the assistance and participation of bargaining unit employees and the CWA and its leadership in connection with the process of bidding on customer work.
4. Recognizing the exceptionally competitive market in which VNICI operates, which demands the highest standards of quality, productivity and customer care, the parties agree that specific employees may be assigned to specific accounts.
5. Recognizing the nature of the Work as described in paragraph 4 and the commitments of VNICI to assign Work to CWA represented employees as described herein, the parties agree to cooperate with each other in the implementation of this Agreement in order to insure its success as integral to the success of VNICI. To that end, the parties agree that as a fundamental requirement the quality and productivity standards on which bids are based must be met. Accordingly, the parties will creatively address such issues as work rules, work schedules, productivity, customer pricing sensitivity, and quality standards in order to create the conditions conducive to having customer focused high performance employees.
6. Representatives of the Union (including the International Union) and the Company will meet periodically to review the progress of the above efforts and to resolve any difficulties that may have arisen.

This Agreement expires at 11:59 p.m. on August 1, 2015.

For: Communications Workers of
America

For: Company

Gail Evans

Joseph Gimilaro

Date: _____

Date: _____

September 19, 2012

Gail Evans
Administrative Director to the V.P.
CWA District 2-13, AFL-CIO
9602D Martin Luther King Jr. Highway
Lanham, Maryland 20706

Dear Ms. Evans:

If Verizon Communications Inc. ("VZ") acquires a subsidiary subject to the parties' 2012 MOA ("Sub"), and that subsidiary sells Verizon-on-Line DSL Service ("VOLS") or VOLS is eliminated as a service or it is renamed or rebranded ("Renamed/Rebranded VOLS") and Sub sells Renamed/Rebranded VOLS, directly to an end user customer within the former Bell Atlantic ("BA") Region and the customer uses Verizon or Sub as its ISP and the end user customer contracts with Sub to have it perform the installation and maintenance of the inside-data-wiring and jack, the digital modem, the Network Interconnection Card, and/or the software and configuration of the computer on the end user's customer's premises ("Customer's Premise DSL I&M Work") for the Verizon-on-Line DSL ServiceTM or Renamed/Rebranded VOLS, the assignment of the Customer's Premise DSL I&M Work for that service within the former BA Region will be governed by the parties' 2012 MOA and assigned to CWA OTC bargaining unit employees pursuant to the terms of the 2012 MOA. That Customer's Premise DSL I&M Work shall not be contracted out in the former BA Region pursuant to the terms of the parties' 2012 MOA.

If Verizon Communications Inc. ("VZ") acquires a subsidiary subject to the parties' 2012 MOA ("Sub"), and that subsidiary sells Verizon InfoSpeed DSL Service™ ("VISS"), or VISS is eliminated as a service or it is renamed or rebranded ("Renamed/Rebranded VISS") and Sub sells Renamed/Rebranded VISS, directly to an end user customer within the former Bell Atlantic ("BA") Region and the customer does not use Verizon or Sub as its ISP and the end user customer contracts with Sub to have it perform the installation and maintenance of the inside-data-wiring and jack, the digital modem, the Network Interconnection Card, and/or the software and configuration of the computer on the end user customer's premises ("Customer's Premise DSL I&M Work") for the Verizon InfoSpeed DSL Service™ or Renamed/Rebranded VISS, the assignment of the Customer's Premise DSL I&M Work for that service within the former BA Region will be governed by the parties' 2012 MOA and assigned to CWA OTC bargaining unit employees pursuant to the 2012 MOA. That Customer's Premise DSL I&M Work shall not be contracted out in the former BA Region pursuant to the terms of the parties' 2012 MOA.

Sincerely yours,

Joseph Gimilaro
Executive Director – Labor Relations