

Business Services Agreement in the Potomac Region

Verizon Maryland Inc. ("VZ-MD"), Verizon Virginia Inc. ("VZ-VA"), Verizon Washington, D.C. Inc. ("VZ-DC"), Verizon Services Corp. ("VSC"), Verizon Corporate Services Corp ("VCSC"), Verizon Business Global LLC ("VZB"), MCI Communication Services Inc. ("MCS"), Verizon Enterprise Delivery Inc. ("VZED") and the Communications Workers of America, AFL-CIO ("CWA") agree to the following regarding certain work located in Maryland, Virginia and the District of Columbia (the "Potomac Region"). This agreement has no application outside the Potomac Region. This Business Services Agreement shall amend provisions of the Verizon Business Settlement Agreement of August 10, 2008 ("VZB Settlement") in the Potomac Region, the General Agreement between CWA and VZ-MD, VZ-VA, VA-DC, VSC, and VCSC (the "Potomac General Agreement") and other labor agreements applicable to employees governed by the Potomac General Agreement.

1. A new job title shall be created in the Potomac General Agreement, Network Field Operations Technician Business/Government ("NFO Technician"), which shall be added to Wage Schedule O1 of the Potomac General Agreement that currently includes Cable Splicing Technician, Central Office Technician, and Systems Technician.

2. Potomac Region employees in the titles Apprentice Technician – Business/Government and Technician – Business/Government (other than those employed in the former MCS Operations Support Centers or otherwise performing VZB Settlement Section 1(b) work) shall be promoted to the title of NFO Technician Business/Government effective upon the execution of this agreement and may be assigned any duties of that title set forth below which management determines the employees have the skills to perform. Wages shall be adjusted to Wage Schedule 01 through three annual adjustments of one-third of the difference between the

employee's former wage and new wage, commencing with the first adjustment on the effective date of the successor to the 2008-2011 General Agreement.

3. Employees in the title of Senior Technician – Business/Government (other than those employed in the former MCS Operations Support Centers or otherwise performing VZB Settlement Section 1(b) work) shall be placed in the title of NFO Technician upon the Effective Date of this Agreement. Each such individual whose wage rate is currently higher than the maximum rate applicable under Wage Schedule 01 shall be “green circled.” That is, the employee shall indefinitely continue the higher weekly pay rate and receive any future percentage wage rate increase that becomes applicable to employees on Wage Schedule 01.

4. The NFO Technician may be assigned, without limitation, any of the duties that could be performed by Senior Technicians-Business/Government, Technician-Business/Government, and Apprentice Technician-Business/Government described in Paragraph 1(a) of the VZB Settlement Agreement, any duties performed by any VZED technician title, and any of the duties of Cable Splicing Technicians, Systems Technicians and Central Office Technicians. Employees in the titles of Cable Splicing Technician, Systems Technician and Central Office Technician may be assigned, without limitation, any of the work of NFO Technician.

5. The exceptions to the Potomac General Agreement and other labor agreements contained in Schedule B.1 of the VZB Settlement (other than Section A, Wages, Section B, Job Titles, and the first bullet in Section C, Staffing, which are superseded by this Agreement) shall be applicable to all employees in the title of NFO Technician. For purposes of this Paragraph, the reference in Schedule B.1 of the VZB Settlement to “job title(s) and/or classification(s) created in accordance with the Settlement Agreement,” in its various forms, shall be deemed to

include NFO Technician. In addition, the following additional exception shall apply to NFO Technicians: at the time of a layoff in the NFO Technician title, twenty percent (20%) of employees in the title may be protected from layoff at the Company's discretion.

6. The work of VZED technicians located in the Potomac Region ("VZED Technicians") shall be contracted by VZED to a Service Company that is a party to the General Agreement with CWA in the Potomac Region. Such VZED Technician work shall be assigned to employees in the title of NFO Technician.

a. Current VZED Technicians in the Potomac Region are listed in Exhibit A and shall have the opportunity to express interest in the NFO Technician position. Those employees who express an interest shall be hired into the NFO Technician title. VZED employees who accept a job pursuant to this Section 6 with a Service Company that is a party to the Potomac General Agreement ("Section 6a Associates") shall be subject to all the exceptions to the Potomac General Agreement and other labor agreements contained in Schedule B.1 of the VZB Settlement (other than Section A, Wages, Section B, Job Titles, and the first bullet in Section C, Staffing, which are superseded by this Agreement), except as set forth in section 6c below. Accordingly, for example, former VZED employees who accept employment with a Service Company that is a party to the Potomac General Agreement shall not thereafter have job security under the Job Security Letter or the "Agreement Concerning Issues Related to the Bell Atlantic - GTE Merger," and layoff shall be by work group or work location at the Company's discretion in inverse order of seniority. A "work group" may, for example, be a group at a location that supports VZED customers.

b. Section 6a Associates hired into the NFO Technician title pursuant to this Section 6 whose current base wage rate is higher than the maximum wage rate in Wage Schedule

01 shall be green circled. Other VZED technicians hired into the NFO Technician title shall be placed at the Schedule 01 wage rate that is closest to but at least equal to or higher than their prior base wage rate (exclusive of bonuses).

c. For all former VZED technicians hired into the NFO Technician title, the following shall apply and shall supersede the retiree medical provisions of the final bullet of Section D, Pension and Retiree Medical, of Schedule B.1 of the VZB Settlement:

Employees who become employed on or before July 1, 2011 (initial complement of employees) by Service Company in the NFO Technician title shall be eligible for retiree medical coverage upon retirement to the same extent as a "New Hire" within the meaning of the retiree medical provisions of the applicable 2008 Memorandum of Understanding. For purposes of determining the retiree medical benefit for the initial complement of employees, prior service with any entity that is eighty percent (80%) or more owned directly or indirectly by Verizon Communications Inc. shall be recognized. For employees hired after July 1, 2011 (later hires), prior service with any entity shall not be recognized and their service date for the "New Hire" retiree medical coverage shall be the initial date of employment with Service Company in the NFO Technician title. Provided, however, in lieu of the "New Hire" retiree medical provisions, employees who become employed by Service Company in the NFO Technician title after being employed in another position under which the employee was entitled to participate in a company-subsidized retiree medical plan, shall have

their retiree medical benefit entitlement determined by the pension plan in which they participate upon their employment by Service Company in the NFO Technician title, e.g., such employees covered by the Verizon Pension Plan for Mid-Atlantic Associates shall be eligible for retiree medical benefits provided by the Verizon Medical Expense Plan for Mid-Atlantic Associates. Accordingly, for any such employees, the retiree medical benefits to which they will be entitled will be those in effect under the applicable plan as of the date of their retirement. For any such employees, their service under the predecessor retiree medical plan shall be credited and they shall continue to receive service credit while employed with Service Company.

7. The assignment, sharing or change of work duties between NFO Technician Business/Government, VZED technicians, Systems Technicians, Cable Splicing Technicians and Central Office Technicians shall not be grieved, arbitrated or otherwise challenged in any proceeding, including but not limited to, before any court or state or federal agency such as the NLRB . This shall include, by way of example but not limitation, claims that such other work duties are exclusively bargaining unit work, or are exclusively management duties, or constitute a change in job duties requiring additional compensation.

8. The staffing of the NFO Technician title is not subject to the 50% internal staffing obligation. When requisitions are issued for new NFO Technician hires or placements after initial staffing is completed, the Company shall provide the Union with data for the twelve months preceding the month in which the requisitions are issued showing the amount of VZB/MCS work (or work for their affiliates and successors) set forth in Section 1(a) of the VZB

Settlement Agreement, and VZED work (including work on Verizon Selected Services Inc. (“VSSI”) contracts and other work of a type performed by VZED Technicians prior to this Agreement) performed by NFO Technicians including the predecessor titles whose work is now contracted to NFO Technicians (“VZB/VZED Work Volume”), and the amount of work performed by System Technicians, Cable Splicing Technicians and Central Office Technicians in the current Diane McCarthy organization (Large Business and Government) for VCS, VCSC, VZ-MD, VZ-VA, and VZ-DC (“ILEC Work Volume”). (The combination of VZB/VZED Work Volume and ILEC Work Volume is “Total Top Craft Work Volume.”) Additional placements into the NFO title shall not cause their approximate percentage of the total regular, full-time headcount of all four of the top craft titles in the Diane McCarthy organization (NFO Technician, Cable Splicing Technician, Systems Technician and Central Office Technician) to exceed the VZB/VZED Work Volume percentage of Total Top Craft Work Volume. If the NFO Technician requisitions could have that effect, the Company shall cancel NFO requisitions or add requisitions for Cable Splicing Technicians, Systems Technicians and/or Central Office Technicians so that the approximate NFO Technician headcount percentage of top craft titles in the McCarthy organization is approximately the same as the VZB/VZED Work Volume percentage of Total Top Craft Work Volume. Provided, however, that this restriction on NFO technician hiring/placements does not apply where VZB (including MCS) or VZED or VSSI wins new business and adds NFO Technician positions to support that new business.

9. The Potomac General Agreement is hereby amended to include the attached Working Retiree Agreement (“WRA”) (“Attachment B”), which shall be effective immediately upon execution of this Business Services Agreement and shall not terminate with the expiration

of the 2008-2011 General Agreement on August 6, 2011, but shall be effective for 18 months after the first Working Retiree commences work pursuant to the attached WRA.

10. The Effective Date of this Agreement is Mar 13, 2011.

FOR THE COMPANIES:

FOR THE UNION:

J. R. Davis

James R. Davis, Jr.
Director – Labor Relations
Verizon Maryland Inc.
Verizon Virginia Inc.
Verizon Washington, D.C. Inc.
Verizon Services Corp.
Verizon Corporate Services Corp.

Gail Evans

Gail Evans
Administrative Director
Communications Workers of America,
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Dated: 03-11-2011

Dated: March 7, 2011

Ronald K. Poteete
Executive Director
Verizon Business Global LLC
MCI Communication Services Inc.
Verizon Enterprise Delivery Inc.

Dated: _____