

This is the entire text of the collective bargaining agreement between Verizon National Buried Service Wire Group and Communications Workers of America effective March 7, 2004, through March 3, 2007.

This electronic document is for informational purposes only. The Agreement executed between the parties is the controlling document.



Agreement

Between

VERIZON

NATIONAL BURIED SERVICE WIRE GROUP

And

**COMMUNICATIONS WORKERS
OF AMERICA**

**Effective Date: March 7, 2004
Expiration Date: March 3, 2007**

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**ARTICLE 1
PREAMBLE**

- 1.1 Verizon Network Services, and its Unions, the Communications Workers of America and the International Brotherhood of Electrical Workers, have recognized the need for a new approach to Union/Management relations. One step in the process of fundamentally changing these relations was the identification of potential work to be performed by Company employees, which was being performed wholly, or in part, by outside vendors. Both the Company and its Unions recognized the importance of effectively and efficiently delivering services to our customers which are competitive with other vendors, while forging a cooperative problem solving "partnership" with each other, as Verizon seeks to remain a successful player in the new telecommunications environment.
- 1.2 It was in this spirit that negotiations were conducted, leading to this Agreement to utilize Verizon employees, where practical, to bury service wire and perform cable locating.

**ARTICLE 2
AGREEMENT**

- 2.1 This Agreement is made as of March 7, 2004, by and between Verizon Network Services – National Buried Service Wire Group and its successors or assigns, hereinafter referred to as the "Company" and the Communications Workers of America, hereinafter referred to as the "Union." The operations group known as Verizon Network Services – National Buried Service Wire Group is making this Agreement for and on behalf of the Verizon telephone operating companies identified on Attachment A regarding the buried service wire and utility locating work and personnel identified in this Agreement. This Agreement is separate and apart from any other agreements between the unions and the Verizon legal entities identified in Attachment A or any other Verizon legal entity.
- 2.2 The parties affirm their intention that the provisions of this Agreement will be applied without discrimination because of race, color, age, religion, national origin, sex, mental or physical handicap or veteran status of the employee.
- 2.3 In the event any Federal or State Law or regulation or governmental order affects any provision of this Agreement, those provisions so affected shall be made to comply with the requirements of such laws, regulations or governmental order.

**ARTICLE 3
RECOGNITION AND RESPONSIBILITIES**

- 3.1 The Communications Workers of America and the International Brotherhood of Electrical Workers, through its locals, represent a substantial majority of Verizon

Network Operations employees nationwide, some of whom currently perform buried service wire and utility locating work. As a result, the Company recognizes these Unions as the sole and exclusive bargaining agents for the employees within the Company who perform buried service wire, utility locating and the dispatching of such work, within the following regions of the Company.

- | | | |
|--------------|-------------|-----------------|
| * California | * Florida | * South |
| * Northeast | * Northwest | * North Central |
| * Virginia | | * Texas |

- 3.2 If the Company expands its business into locations beyond those named above, this Agreement will automatically cover employees working in the same classifications.
- 3.3 Employees of the National Buried Service Wire Group will only perform work of bargaining unit employees in other Verizon Network Operation's units during emergency conditions.
- 3.4 The Union recognizes the Company's responsibilities to exercise any of the generally recognized customary functions of management to hire new employees, to establish and enforce standards of service/performance, to discharge for cause, to promote, demote, transfer and lay off in accordance with the provisions of this Agreement, to determine the size of the work force, to establish work schedules and hours of work and to discipline for violation of Company rules. All other customary management responsibilities shall be reserved by the Company unless specifically modified within this Agreement.
- 3.5 During the life of this Agreement, the Company will not conduct any lockout which would affect the Union or any employees subject to this Agreement.
- 3.6 The Company and the Union agree that during the term of this Agreement there shall be no lockouts. The Union and the Company agree that during the same period, neither the Union nor its agents will authorize, instigate, aid, condone, or engage in work stoppage, slow down, strike or sympathy strike. In the event any such work stoppage, slow down, sympathy strike, strike or threat thereof should occur, the Union and its officers will do everything within their power to end or avert the same.

ARTICLE 4 JURISDICTION

- 4.1 It is recognized that a significant number of Union Locals represent the geographical territories covered by this Agreement. However, the parties agree that this Agreement represents the entire scope of Verizon Network Services - National Buried Service Wire Group.

- 4.2 The Company will not be restricted in the assignment of work of its employees nor shall accredited service, seniority or any rights predicated on accredited service or seniority be adjusted for the employee as a result of such assignments.
- 4.3 It is understood and agreed employees covered by this Agreement will be assigned jurisdiction to whichever Union (CWA or IBEW) that covers Verizon employees in the geographical area and/or zone where Verizon employees are located.
- 4.4 The parties agree to the establishment of a Joint Union/Company Committee to meet periodically to review the progress of the parties toward the principles stated in this Agreement.

ARTICLE 5 CONFLICT RESOLUTION

- 5.1 In the event that a conflict arises during the term of this Agreement, an employee or group of employees may request a review of the circumstances within twenty five (25) working days of the original event and initiate a problem solving process by first discussing the circumstances with the Coach, the Area Manager, the local union representative, and the designated national union representative as appropriate. The Coach and local union representative will jointly investigate the circumstances and the Coach will provide a verbal response within ten (10) working days following the employees notification. The designated national union representative is recognized as the Union national contract expert and will assist the local union representative with contract interpretation.
- 5.2 Step One: In the event resolution cannot be reached the union must present the grievance to the Coach within twenty-five (25) working days of the original event. The Company will meet with the appropriate union representative within five (5) working days of delivery of the grievance. The Company will respond within five (5) working days.
- 5.3 Step Two: If resolution is not met at step one, the union may request a step two (2) meeting within five (5) working days of the step one (1) answer, with the appropriate General Manager or designated representative. The Company and the Union will meet within ten (10) working days to discuss the grievance. The Company will have five (5) working days to respond to the Union.
- 5.4 All settlements at the first level will be non-precedent setting.
- 5.5 The parties agree to explore alternate dispute resolution procedures including mediation or arbitration.
- 5.6 In the event the dispute is not satisfactorily resolved following the process above, the union may request that the matter proceed to arbitration within twenty-five (25) working days following the company's final reply. Appropriate representatives will

agree within ten (10) working days to request a panel of Arbitrators from the American Arbitration Association.

Note: Working days for purposes of this article are defined as Monday thru Friday.

ARTICLE 6 COMPENSATION AND JOB CLASSIFICATIONS

- 6.1 **Compensation** - The wage rates attached as appendices to this Agreement shall be in effect for the job titles listed for the duration of this Agreement and shall be defined as basic wage rates, or basic rates.
- 6.2 Wage progression intervals for any given employee may not be directly related to actual accredited service.
- 6.3 In instances where, in the opinion of management, an employee merits additional wage treatment, such merit may be granted in any amount consistent with the wage schedules and at any time during the first twelve (12) months of employment.
- 6.4 The Company may introduce, implement, modify or withdraw any sales, productivity and/or other pay incentive plan(s) to all or a portion of the bargaining unit and will notify the Union prior to implementation, modification or withdrawal of such plan. Any such plan which would diminish employees' basic wage rates will be subject to mutual agreement with the Union prior to implementation.
- 6.5 **Job Classifications** - The Company may establish new job titles, and review and change existing job titles, based on the content of the job and the work being performed as deemed necessary. New job titles and any changes in job titles and descriptions will be reviewed with the Union prior to implementation.
- 6.6 The job title classification assigned to employees will be in accordance with the preponderance of work duties they are called upon to perform.

ARTICLE 7 WORKING PRACTICES

- 7.1 To fulfill the requirements of the company to perform buried service wire/utility locating work in a high quality, cost effective and customer responsive manner, it is necessary to establish work rules which allow the Company to maximize the use of its resources in the most efficient manner.
- 7.2 **Work Schedules and Tours** - A work week will begin on Sunday at 12:01 A.M. and end on the following Saturday at 12:00 P.M..

- 7.3 Work schedules will be established by work activity and zone and will be based on the qualifications of the employee. Where qualifications are equal, seniority will be the deciding factor considered when determining schedule selection. Work schedules may be changed at any time based upon work requirements.
- 7.4 The normal work week for full time employees will be forty (40) hours. Hours worked could be less than 40 hours due to, but not limited to, lack of work, inclement weather and equipment breakdown. For those employees whose hours of work are decreased by the Company from the original scheduled hours in a work week or consecutive work weeks, the Company will strive to offer and/or require additional hours to the employees within the same work week or consecutive work weeks, if available.
- 7.5 **Scheduling** - The Company will strive to provide at least 48 hours notice of a change in work schedule where practical.
- 7.6 **Overtime** - It is expected that all employees will be available and willing to work hours in addition to their normal work schedule to the extent deemed necessary by the Company to satisfy customer demands.
- 7.6.1 All time worked by an employee in excess of forty (40) hours in the work week will be compensated at the rate of time and one-half the employee's basic rate of pay.
- 7.7 **Call-outs** - Employees who report for special duty outside of their scheduled hours will be compensated at the overtime rate of time and one-half for a minimum of two hours work including driving time in excess of 45 minutes each way. This minimum does not apply to hours worked immediately preceding or immediately following regular scheduled work.
- 7.8 **Stand – By Pay** - Employees who are designated by management to be immediately available to report to work outside their regularly scheduled hours will receive payment of \$ 10.00 per day for this assignment. Employees designated for stand-by on a holiday will receive payment of \$13.00 per day. Qualified employees will be assigned on a rotational basis unless extenuating circumstances such as a major project requires a specific employee to be assigned. In the event an employee is called out to work, they will be eligible for call-out pay as outlined above in addition to the stand-by pay. Stand-by assignments will be based on a combination of site requirements, employee home locations and practicality of schedules.
- 7.9 **Job Site Reporting** - Employees are expected to report and begin work at the designated time and place of their first assignment, which is normally within their zone. The Company will assign the first and last work assignments as close to the employee's home as possible. Pay will normally begin when work commences at the first job assignment and ends upon completion of work at the last job assignment. Driving time exceeding 45 minutes each way will be paid time.

- 7.9.1 To limit excessive wear on Company vehicles, miles from the employee's home to the first job assignment will not normally exceed 60 miles.
- 7.9.2 Employees who are furnished a Company vehicle for travel to and from work will use the vehicle only for Company business purposes and are expected to maintain the vehicle in accordance with Company guidelines. Likewise, mobile tools and equipment provided to employees will be used only for Company business purposes and will be maintained in accordance with Company guidelines.
- 7.10 **Out of Town Assignments** - An employee may be temporarily assigned to perform work outside their normal reporting area. When such an assignment involves an overnight stay, by mutual agreement the employee will be paid either a per diem of \$35 for each day assigned or Company designated lodging and \$18.50 for each day assigned. Effective 1/1/05 this amount will be \$21.00 for each day assigned.
- 7.11 **Workers' Compensation** - An employee injured in the course of performing their job duties will be eligible for Workers' Compensation benefits in accordance with the laws of the State in which the injury occurs. In addition, the Company will pay supplemental pay up to 100%, of base for up to 10 days.
- 7.12 **Business Attire/Uniforms** - In order to promote a professional business image in a competitive marketplace, employees in classifications designated by the Company will be required to wear uniforms provided by the Company. Business attire/uniforms will only be worn while at work. The Company reserves the right to establish, change or modify reasonable guidelines for business attire.
- 7.13 **In-Charge Differential** - An employee assigned by management to be in charge of other hourly employees will receive an in-charge differential of seventy-five cents (\$.75) per hour, provided such assignment is for a period of one hour or more. An employee assigned to replace management will receive a differential of one dollar (\$1.00) per hour for assignments of one hour or more.
- 7.14 **Bereavement** - Employees absent due to a death in their immediate family shall be paid for up to three (3) days. Immediate family shall include mother, father, sister, brother, son, daughter, grandmother, grandfather, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, and any other relative or foster child living in the household of the employee at the time of death.
- 7.15 **Jury Duty** - Employees required to be absent because of jury duty shall receive pay for up to three (3) days.

**ARTICLE 8
SHORT-TERM DISABILITY BENEFITS**

8.1 Employees who apply for short-term disability pay and whose applications are approved by the Company will be paid for workdays absent based on the provisions of Section 8.2 and subject to restrictions and requirements provided in this Article. Employees will not be eligible for short-term disability pay under the following circumstances:

- 1) Injury/Illness when covered by Workers Compensation or other laws.
- 2) Elective surgery deemed not to be medically necessary.

8.1.1 **Notification.** An employee who is unable to work as a result of personal illness or accident not covered by Workers Compensation must notify his/her supervisor or designee prior to, or at the start of, the shift on each day of absence unless other arrangements have been approved. An employee who fails to notify his/her supervisor or designee may be considered to be unexcused and subject to disciplinary action, and shall forfeit short-term disability benefits in increments of one (1) hour (any portion of an hour constitutes a full hour) prior to the time of notification. However, the supervisor or designee may waive the notification requirement when it is determined that circumstances were such that notification was not practical.

8.2 Short-term disability payments and waiting days for regular employees shall be based on their accredited service date according to the following schedule:

	Full Pay <u>Days</u>	Half Pay <u>Days</u>
Less than 1 year	0	0
1 year but less than 5 years	20	20
Five years and greater	40	40

8.2.1 **Waiting Days Waived.** Waiting days will be waived:

- a. if the employee is hospitalized or has outpatient surgery performed at a surgical clinic during the waiting period;
- b. Employees with five or more years of service will have waiting days waived if the only absence in the previous twelve (12) months was due to a Workers Compensation injury.

8.2.1.1 **Waiting Days:**

Waiting Day(s)
Per Absence
5

1 year of service or greater

8.2.1.2 An employee may use the cash out vacation option for the purpose of regaining the monetary value that was lost caused by unpaid waiting days. If an employee breaks up a week of vacation, management may require the remaining days to be scheduled as consecutive days.

8.3 Yearly eligibility for short-term disability commences and ends on the employee's anniversary date.

8.4 **Short-term Disability Benefits Restoral.** An employee's short-term disability benefits will be restored when he/she has been continuously engaged in the performance of duty for three (3) months (91 days) with no absences due to illness.

8.5 If an employee returns to work after a period of illness and the employee relapses with the same illness and is required to leave work again within a period of not more than ten (10) consecutive days, the two (2) periods of absence shall be considered as constituting one (1) illness and a second waiting period is waived. Only two periods can be combined. The ten (10) consecutive day period will be extended if the employee is required in writing by the employee's physician to return for specific life sustaining follow-up treatment such as chemotherapy, dialysis, and blood transfusions.

8.6 Upon termination of employment, no payment shall be made for unused short-term disability leave.

8.7 The Company may require illness or accident to be verified by a competent physician to assist the Company in determining the length of time for which benefits will be paid. A second opinion may be required at supervisory discretion and Company expense. Payment of short-term disability benefits will be governed by such second opinion.

8.8 The Company retains the right to have an employee examined by a doctor selected by the Company at the Company's expense if there is a reasonable basis to believe that the employee is sick or the employee's physical or mental condition is such that the employee may cause personal harm or endanger other employees. Any examination request made to an employee must be coordinated with the Human Resources Department.

8.9 **Third-Party Compensation.** If a regular employee receives compensation from a third party or government agency for lost work time for which the employee has been compensated under this Article, the employee shall reimburse the Company for all sums paid by the Company for the lost work time for which such third party or government agency has paid, up to the amount received from said third party or government agency. A regular employee who is eligible for such compensation agrees to exercise reasonable efforts to collect from such third party or government agency.

**ARTICLE 9
BENEFIT PLANS**

9.1 During the term of this Agreement the following benefit plans will be in place. Details may be found in the MOA section.

Pension Plan

Medical Plan (100% of the cost of the indemnity plan is company paid)

Dental Plan (100% of the cost of employee only company paid, 50% of the cost of employee plus one or family company paid)

Personal Line of Insurance

Flexible Reimbursement Plan

Group Universal Life

Hourly Savings Plan

Mail Order Prescription Plan

Adoption Assistance

Vision Plan

9.2 The Company agrees to negotiate with the Union any changes in such plans which would decrease the benefits therein.

9.3 The selection of the insurance carrier, the establishment of all terms and conditions and administration of the Benefit Plans shall be the responsibility of the Company.

ARTICLE 10 HOLIDAYS

10.1 Recognized Holidays

For purposes of this Agreement, eight (8) holidays will be recognized:

New Year's Day - January 1
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Thanksgiving Day - Fourth Thursday in November
Christmas Day - December 25
2 Personal Days

10.1.1 Effective 1/1/07 add one additional Personal Day for a total of three (3).

10.2 A recognized holiday which falls on Sunday will be observed the following Monday and a recognized holiday which falls on Saturday will be observed on the preceding Friday for all employees, unless they are normally scheduled to work on weekends. For employees normally scheduled to work on weekends, the actual day of the holiday will be observed.

10.3 Subject to service requirements, an employee may request a Personal Day from the Coach at least ten (10) days prior to desired day. In the case of multiple requests, seniority will be the deciding factor. It will be the mutual responsibility of the employee and the Coach to ensure that these Personal Days are taken. If not selected prior to October 1, the day will be assigned by the Coach.

10.4 **Holiday Pay Treatment** - Regular employees not assigned to work on a recognized holiday will be paid eight (8) hours at their basic rate of pay, except for part-time employees who will be paid for the number of hours they would have normally been scheduled to work.

10.5 Employees assigned to work on a recognized holiday will be paid at the time and one-half rate for all hours worked that day. Additionally, the employee will receive eight hours holiday pay at their basic rate of pay.

ARTICLE 11 VACATIONS

11.1 **Vacation Eligibility and Pay Treatment** - Regular employees will be granted annual vacations with pay, at their basic wage rate, as follows:

One (1) week after twelve (12) months of accredited service

Two (2) weeks after twenty-four (24) months of accredited service

Effective 1/1/05, three (3) weeks vacation after five (5) years of accredited service.

- 11.2 Scheduling of vacation will take into account service requirements and then preferences of the employees.
- 11.3 An employee may carry-over one (1) week of vacation if eligible for two (2) weeks vacation. Carryover vacation must be scheduled at the beginning of the year following the year in which it is earned and must be taken in a weekly increment. Carry-over vacation cannot be scheduled until all applicable employees have chosen their regular vacations for that year.
- 11.4 Employees may take only one (1) week of their vacation on a days-at-a-time basis.
- 11.5 Part-time employees will be paid at their basic wage rate based on the hours they normally would have worked during the vacation week.
- 11.6 Employees discharged for cause will forfeit all right and claim to vacation pay.

ARTICLE 12 RECLASSIFICATION / PROMOTION

- 12.1 The Company may establish the criteria for determining the qualifications of individuals to perform buried service wire and utility locating work.
- 12.2 When a vacancy occurs in a zone the Company will assess the qualifications of the employees in the job titles lower than the vacancy within the zone. Qualifications may be determined through, but not limited to: assessment of experience; tests to identify knowledge, skills and aptitude; and interviews of candidates. Where qualifications are equal, seniority will be the deciding factor in the final selection.

ARTICLE 13 WORKFORCE SIZING

- 13.1 In the event the Company determines a workforce surplus condition exists in the National Buried Service Wire Group, it will at its discretion make force adjustments, transfers or layoffs as required. Within the National Buried Service Wire Group, layoffs will be by job title and zone in accordance with the following:
 - 13.1.1 Regular employees with less than twelve (12) months service, layoff will be based on qualifications and the needs of the business. When qualifications are equal, seniority will be the determining factor.

- 13.1.2 Regular employees with more than twelve (12) months service with the Company will be laid off by inverse seniority and may bump a less senior employee in a lower job classification within the same zone provided the affected employee is fully capable of immediately performing the job duties in the lower classification. The employee is responsible for any relocation expenses.
- 13.2 It is agreed that an employee who is involuntarily laid off shall be given at least two weeks' notice of such layoff or two weeks' pay in lieu of notice at the Company's discretion.
- 13.3 Former employees who have been laid-off will be offered the opportunity to be recalled, for a period of twelve (12) months, before hiring new employees in the same classification and zone provided the former employee has kept the Company informed of an address and telephone number where they can be reached. Once contacted, the former employee must be able to report for work within one (1) week.
- 13.4 Voluntary layoffs may also be an alternative way of temporarily adjusting the size of the workforce. When used, the voluntary layoff will not normally exceed four (4) months. Employees granted a voluntary layoff will be required to take any unused vacation prior to beginning the voluntary layoff. While on the voluntary layoff, employees will receive benefits provided to active employees, accredited service and seniority and will be guaranteed reinstatement at the end of the voluntary layoff provided that a vacancy exists in the job classification the employee held at the time of the voluntary layoff. Should the employee fail to return from the voluntary layoff, they will be considered to have resigned from the Company.

Note: The parties agree to meet, and in good faith, mutually agree to the geographical boundary(ies) to replace the zone for purposes of force adjustment. Should the number of zones change, additional discussions will be held to determine the appropriate geographical area.

ARTICLE 14 UNION BUSINESS AND DUES DEDUCTION

- 14.1 **Payroll Dues Deduction** – The Company agrees to make collection of Union dues or an amount equal thereto from any eligible employee through payroll deduction bi-weekly upon the order in writing signed by such employee and to pay over the amount thus deducted to the Union. The Company will continue to make such payroll deductions for employees who have properly executed dues deduction cards on file. Except as provided below, or as otherwise provided by applicable law, all cards may only be revoked during the 10 day period preceding the expiration date of this Agreement and the same 10 day period each year during the life of this Agreement.

- 14.1.1 1. Cancellations by employees of such written authorization for payroll deductions must be in writing and the Company agrees to notify the Union forthwith of the receipt of any such written cancellations.
- 14.1.2 2. Such cancellation requests must be sent individually by certified mail to the General Manager or designated representative with a copy to the Union, postmarked during one of the 10 day periods described above. The Company shall cease such deductions the month after the receipt by the Company of the certified notice.
- 14.1.3 3. The Union may, by written notice (over the signature of its Secretary) given to the Company, terminate, with respect to any employee, the obligation and right of the Company to make such deductions. The Company shall give notice of such termination to the employee.
- 14.1.4 4. Cancellation of such dues deductions will be made by the Company on the transfer or promotion of an employee to an ineligible position effective the first payroll period following the transfer or promotion and will notify the Union of such cancellation.
- 14.1.5 5. Authorization cards which by their terms are revocable at will are not subject to the 10 day revocation periods referred to above.

14.2 **Union Security**

- 14.2.1 1. Dues Requirement. Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement, shall as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members, for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth day of such entrance, whichever of these dates is later, until the termination of this Agreement.
- 14.2.2 2. Effective Dates of Dues Collections. Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members, shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning 30 days after the effective date of this Agreement, until the termination of this Agreement.
- 14.2.3 3. Movement In and Out of Bargaining Unit. The conditions of employment specified above shall not apply during periods of formal

separation from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth day following his/her return to the bargaining unit. The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Company, and leaves of absence of more than one month duration.

- 14.2.4 4. Application Under the Law. The Union security provisions described above shall apply only in those States where the law permits the Union to enter into this type of Union security agreement. If during the term of this contract the Union shall become duly authorized under the laws of any other State to enter into this type of Union security agreement, the effective date of this Article as to employees in such State shall be the date upon which the Company receives proper written evidence from the Union that it is fully qualified to enter into such an agreement in such State.
- 14.3 **Union Orientation** – The appropriate local Union Officer shall be notified in writing when new employees are hired. Notification will include the employee's name, work location, report date, and the name of the supervisor to whom the employee reports.
- 14.3.1 The local Union Officer will arrange with the supervisor designated above to meet with newly-hired employees as part of the overall orientation process for the purpose of furnishing them with information about the Union. The meeting will be limited to a maximum of 30 minutes and may be coupled with a relief or lunch period. Time spent during the basic scheduled work period for each employee will be paid as time worked.
- 14.4 **COPE Payroll Deduction** – The Company agrees to make collection of CWA and/or IBEW COPE PAC payments of any bargaining unit employee through payroll deduction upon the order in writing, signed by such employee, and to pay over the amount thus deducted to the CWA and/or IBEW COPE PAC.
- 14.5 **Union Business** – The Company agrees to excuse an employee elected to a full time Union position, without pay from the Company. Subject to service requirements, other employees may be excused without loss of pay if their services are required by the Union, provided such requests are received and approved by management at least five (5) working days in advance and such requests do not exceed three (3) days in a calendar year. The Company also agrees to excuse up to two (2) employees without loss of pay to participate in dispute resolution conferences.

ARTICLE 15 DEFINITIONS

- 15.1 **Regular employee** - A person who is hired for continuous employment, has completed the 180 calendar day probation period, accumulates accredited service and is entitled to all the benefits and coverages granted in this Agreement. Regular employees may be disciplined, demoted or discharged for just cause.
- 15.2 **Regular full time** - A person who is normally assigned a work schedule of forty (40) hours on a full-time basis.
- 15.3 **Regular part time** - A person whose normal assignment of work is less than a normal basic work week.
- 15.4 **Employee** - A person who performs work for the Company for which they are paid a stated compensation. The term "employee" whenever used in this Agreement shall include both genders unless otherwise specified.
- 15.5 **Probationary** - A person who has not completed the 180 calendar day period prior to qualifying to become a regular employee.
- 15.6 **Seasonal employee** - A person who has accepted a voluntary layoff and who receives benefits during the layoff period and is expected to return to work following the leave period.
- 15.7 **Temporary** - A person hired for a specific project or a period of time not to exceed twelve (12) consecutive months.
- 15.8 **Occasional** - A person hired to perform work on an intermittent basis. Such individuals are employees only on the specific days for which work assignments are scheduled.
- 15.9 **Seniority** – Seniority for CWA represented employees will be governed by the service and seniority MOA between Verizon and CWA. The relative seniority of two employees with the same seniority date will be determined by the employee's date of birth. The employee with the earlier date will be considered more senior.

ARTICLE 16 OUTSOURCING

- 16.1 It is the Company's intention to use the services of the National Buried Service Wire Group employees in lieu of subcontracting work to third parties wherever and whenever the Company determines that it is economically and logistically advantageous for it to do so. However, it is agreed that the terms of this Agreement will not limit, restrict, or prohibit the Company from entering into agreement(s) with vendor(s), contractor(s), or other provider(s), including assigning bargaining unit employees from other bargaining units to perform any or all of the work or services required by the National Buried Service Wire Group.

ARTICLE 17
PROCEDURE FOR MODIFYING THE AGREEMENT

- 17.1 The parties acknowledge that the matters outlined in this Agreement were arrived at following extensive discussions. The Agreement serves as the broad guiding principles for the parties to follow in fulfilling the mutual desires of the parties for success of the business and their relationships with each other. It is the intention of the parties to rely upon these principles to provide guidance for future Agreements.
- 17.2 The parties are empowered to make mutually satisfactory modifications, additions, or deletions to the Agreement that are in keeping with the on-going spirit of our relationship.
- 17.3 This Agreement is effective March 7, 2004, and shall continue in full force and effect through midnight, March 3, 2007, and from year-to-year thereafter until terminated by written notice by either party to the other given sixty (60) days prior to the anniversary date, in which case this Agreement shall terminate at midnight, March 3, 2007, or any annual anniversary date thereafter.
- 17.4 The Company and the Union agree that the entire understanding between them is set forth completely in this Agreement. Any amendment to this Agreement shall be reduced to writing, shall state the effective date, and shall be executed in the same manner as this Agreement.



700 Hidden Ridge
Irving, TX 75038
Fax 972-718-4425

February 6, 2004

Donna Bentley
Staff Representative
Communications Workers of America
Woodview Tower
1349 Empire Central, Suite 610
Dallas, TX 75247

As a result of 2004 negotiations between Verizon and CWA and in furtherance of building a positive working relationship between the parties, the Company wishes to document its intent to establish a staffing practice whereas the Buried Service Wire employees governed by this Agreement will be afforded priority consideration when pursuing job vacancies (via transfer) that exist within the "core" (Operations/Service) contracts.

After all relevant contractual obligations governing a vacancy have been met and prior to consideration of external applicants, employees covered by the Buried Service Wire (BSW) agreement who have submitted the appropriate documentation in pursuit of the vacancy will be afforded "priority consideration." It is understood that in order to receive priority consideration the employee must be qualified for the vacancy as determined by the "core" Company. In addition, the vacancy must be in the same geographical area or reporting location as the Buried Service Wire employee and the vacancy must be part of the "core" contract(s) as agreed to by the same Union Local which represents the Buried Service Wire employee.

The intent of this practice is to affirm the value of Buried Service Wire employees by providing opportunities for them to further their careers with Verizon. The "priority consideration" practice will only be applicable to the circumstances described above. Outside of these circumstances employees are still encouraged to pursue vacancies for which they are qualified using the existing transfer process.

Sincerely,

Ronald B. Johnson
Director – Labor Relations



700 Hidden Ridge
Irving, TX 75038
Fax 972-718-4425

January 19, 2001

Donna Bentley
CWA Staff Representative
1125 15th Street N. W.
Dallas, TX

Re: Release National Buried Service Wire Employees for Promotional
Opportunities

Dear Ms. Bentley,

This letter is to confirm my commitment to release National Buried Service Wire employees in good standing for promotional opportunities, following completion of twelve months of service in National Buried Service Wire. Further, at management's discretion, a National Buried Service Wire employee may be released with less than twelve months if circumstances warrant.

It is understood that potential National Buried Service Wire employees released with less than twelve months service will not be precedent setting.

Ronald B. Johnson
Director – Labor Relations



700 Hidden Ridge
Irving, TX 75038
Fax 972-718-4425

January 19, 2001

Donna Bentley
Staff Representative
Communications Workers of America
Woodview Tower
1349 Empire Central, Suite 610
Dallas, TX 75247

Re: Expansion of National Buried Service Wire

This is to confirm our commitment that the National Buried Service Wire Group will not expand its business into the former Bell Atlantic footprint during the period outlined below.

Any expansion of its business outside the former GTE footprint, excluding the former Bell Atlantic footprint, can be pursued where this work is not performed by CWA or IBEW personnel.

This commitment will become effective upon ratification of a new labor agreement and will expire on March 6, 2004.

Ronald B. Johnson
Director - Labor Relations

WAGE SCHEDULE: C-BSWA
(Texas)

	3/7/2004	9/5/2004	3/6/2005	9/4/2005	3/5/2006	9/3/2006
Start	\$8.39	\$8.56	\$8.73	\$8.90	\$9.08	\$9.26
6 months	\$8.77	\$8.95	\$9.13	\$9.31	\$9.50	\$9.69
12 months	\$9.17	\$9.35	\$9.54	\$9.73	\$9.92	\$10.12
18 months	\$9.62	\$9.81	\$10.01	\$10.21	\$10.41	\$10.62
24 months	\$10.09	\$10.29	\$10.50	\$10.71	\$10.92	\$11.14
30 months	\$10.62	\$10.83	\$11.05	\$11.27	\$11.50	\$11.73
36 months	\$11.23	\$11.45	\$11.68	\$11.91	\$12.15	\$12.39
42 months	\$11.89	\$12.13	\$12.37	\$12.62	\$12.87	\$13.13
Top	\$12.64	\$12.89	\$13.15	\$13.41	\$13.68	\$13.95

Job Titles: BSW Assistant

WAGE SCHEDULE: C-BSWT
(Texas)

	3/7/2004	9/5/2004	3/6/2005	9/4/2005	3/5/2006	9/3/2006
Start	\$9.77	\$9.97	\$10.17	\$10.37	\$10.58	\$10.79
6 months	\$10.26	\$10.47	\$10.68	\$10.89	\$11.11	\$11.33
12 months	\$10.80	\$11.02	\$11.24	\$11.46	\$11.69	\$11.92
18 months	\$11.42	\$11.65	\$11.88	\$12.12	\$12.36	\$12.61
24 months	\$12.12	\$12.36	\$12.61	\$12.86	\$13.12	\$13.38
30 months	\$12.88	\$13.14	\$13.40	\$13.67	\$13.94	\$14.22
36 months	\$13.75	\$14.02	\$14.30	\$14.59	\$14.88	\$15.18
42 months	\$14.75	\$15.04	\$15.34	\$15.65	\$15.96	\$16.28
Top	\$15.91	\$16.23	\$16.55	\$16.88	\$17.22	\$17.56

Job Titles: BSW Technician

WAGE SCHEDULE: C-FLT
(Texas)

	3/7/2004	9/5/2004	3/6/2005	9/4/2005	3/5/2006	9/3/2006
Start	\$8.90	\$9.08	\$9.12	\$9.45	\$9.64	\$9.83
6 months	\$9.33	\$9.52	\$9.57	\$9.90	\$10.10	\$10.30
12 months	\$9.79	\$9.99	\$10.04	\$10.39	\$10.60	\$10.81
18 months	\$10.29	\$10.50	\$10.55	\$10.92	\$11.14	\$11.36
24 months	\$10.86	\$11.08	\$11.13	\$11.53	\$11.76	\$12.00
30 months	\$11.50	\$11.73	\$11.78	\$12.20	\$12.44	\$12.69
36 months	\$12.19	\$12.43	\$12.49	\$12.93	\$13.19	\$13.45
42 months	\$12.99	\$13.25	\$13.32	\$13.79	\$14.07	\$14.35
Top	\$13.87	\$14.15	\$14.22	\$14.72	\$15.01	\$15.31

Job Titles: BSW Clerk, Facility Locate Technician

WAGE SCHEDULE: E-BSWA
(Florida, North Carolina, South Carolina)

	3/7/2004	9/5/2004	3/6/2005	9/4/2005	3/5/2006	9/3/2006
Start	\$7.59	\$7.74	\$7.89	\$8.05	\$8.21	\$8.37
6 months	\$7.96	\$8.12	\$8.28	\$8.45	\$8.62	\$8.79
12 months	\$8.34	\$8.51	\$8.68	\$8.85	\$9.03	\$9.21
18 months	\$8.79	\$8.97	\$9.15	\$9.33	\$9.52	\$9.71
24 months	\$9.28	\$9.47	\$9.66	\$9.85	\$10.05	\$10.25
30 months	\$9.85	\$10.05	\$10.25	\$10.46	\$10.67	\$10.88
36 months	\$10.47	\$10.68	\$10.89	\$11.11	\$11.33	\$11.56
42 months	\$11.19	\$11.41	\$11.64	\$11.87	\$12.11	\$12.35
Top	\$12.00	\$12.24	\$12.48	\$12.73	\$12.98	\$13.24

Job Titles: BSW Assistant

WAGE SCHEDULE: E-BSWT

(Florida, North Carolina, South Carolina)

	3/7/2004	9/5/2004	3/6/2005	9/4/2005	3/5/2006	9/3/2006
Start	\$8.78	\$8.96	\$9.14	\$9.32	\$9.51	\$9.70
6 months	\$9.25	\$9.44	\$9.63	\$9.82	\$10.02	\$10.22
12 months	\$9.78	\$9.98	\$10.18	\$10.38	\$10.59	\$10.80
18 months	\$10.35	\$10.56	\$10.77	\$10.99	\$11.21	\$11.43
24 months	\$11.00	\$11.22	\$11.44	\$11.67	\$11.90	\$12.14
30 months	\$11.73	\$11.96	\$12.20	\$12.44	\$12.69	\$12.94
36 months	\$12.59	\$12.84	\$13.10	\$13.36	\$13.63	\$13.90
42 months	\$13.57	\$13.84	\$14.12	\$14.40	\$14.69	\$14.98
Top	\$14.71	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24

Job Titles: BSW Technician

WAGE SCHEDULE: E-FLT

(Florida, North Carolina, South Carolina)

	3/7/2004	9/5/2004	3/6/2005	9/4/2005	3/5/2006	9/3/2006
Start	\$8.21	\$8.37	\$8.54	\$8.71	\$8.88	\$9.06
6 months	\$8.62	\$8.79	\$8.97	\$9.15	\$9.33	\$9.52
12 months	\$9.09	\$9.27	\$9.46	\$9.65	\$9.84	\$10.04
18 months	\$9.60	\$9.79	\$9.99	\$10.19	\$10.39	\$10.60
24 months	\$10.15	\$10.35	\$10.56	\$10.77	\$10.99	\$11.21
30 months	\$10.78	\$11.00	\$11.22	\$11.44	\$11.67	\$11.90
36 months	\$11.52	\$11.75	\$11.98	\$12.22	\$12.46	\$12.71
42 months	\$12.32	\$12.57	\$12.82	\$13.08	\$13.34	\$13.61
Top	\$13.25	\$13.52	\$13.79	\$14.07	\$14.35	\$14.64

Job Titles: BSW Clerk, Facility Locate Technician

WAGE SCHEDULE: N-BSWA
(Illinois)

	3/7/2004	9/5/2004	3/6/2005	9/4/2005	3/5/2006	9/3/2006
Start	\$7.85	\$8.01	\$8.17	\$8.33	\$8.50	\$8.67
6 months	\$8.21	\$8.37	\$8.54	\$8.71	\$8.88	\$9.06
12 months	\$8.62	\$8.79	\$8.97	\$9.15	\$9.33	\$9.52
18 months	\$9.09	\$9.27	\$9.46	\$9.65	\$9.84	\$10.04
24 months	\$9.56	\$9.75	\$9.94	\$10.14	\$10.34	\$10.55
30 months	\$10.14	\$10.34	\$10.55	\$10.76	\$10.98	\$11.20
36 months	\$10.76	\$10.98	\$11.20	\$11.42	\$11.65	\$11.88
42 months	\$11.50	\$11.73	\$11.96	\$12.20	\$12.44	\$12.69
Top	\$12.31	\$12.56	\$12.81	\$13.07	\$13.33	\$13.60

Job Titles: BSW Assistant

WAGE SCHEDULE: N-BSWT
(Illinois)

	3/7/2004	9/5/2004	3/6/2005	9/4/2005	3/5/2006	9/3/2006
Start	\$9.22	\$9.40	\$9.59	\$9.78	\$9.98	\$10.18
6 months	\$9.72	\$9.91	\$10.11	\$10.31	\$10.52	\$10.73
12 months	\$10.24	\$10.44	\$10.65	\$10.86	\$11.08	\$11.30
18 months	\$10.81	\$11.03	\$11.25	\$11.48	\$11.71	\$11.94
24 months	\$11.50	\$11.73	\$11.96	\$12.20	\$12.44	\$12.69
30 months	\$12.23	\$12.47	\$12.72	\$12.97	\$13.23	\$13.49
36 months	\$13.08	\$13.34	\$13.61	\$13.88	\$14.16	\$14.44
42 months	\$14.06	\$14.34	\$14.63	\$14.92	\$15.22	\$15.52
Top	\$15.19	\$15.49	\$15.80	\$16.12	\$16.44	\$16.77

Job Titles: BSW Technician

WAGE SCHEDULE: N-FLT
(Illinois)

	3/7/2004	9/5/2004	3/6/2005	9/4/2005	3/5/2006	9/3/2006
Start	\$8.49	\$8.66	\$8.83	\$9.01	\$9.19	\$9.37
6 months	\$8.88	\$9.06	\$9.24	\$9.42	\$9.61	\$9.80
12 months	\$9.34	\$9.53	\$9.72	\$9.91	\$10.11	\$10.31
18 months	\$9.84	\$10.04	\$10.24	\$10.44	\$10.65	\$10.86
24 months	\$10.39	\$10.60	\$10.81	\$11.03	\$11.25	\$11.48
30 months	\$11.01	\$11.23	\$11.45	\$11.68	\$11.91	\$12.15
36 months	\$11.71	\$11.94	\$12.18	\$12.42	\$12.67	\$12.92
42 months	\$12.52	\$12.77	\$13.03	\$13.29	\$13.56	\$13.83
Top	\$13.42	\$13.69	\$13.96	\$14.24	\$14.52	\$14.81

Job Titles: BSW Clerk, Facility Locate Technician

WAGE SCHEDULE: NE-BSWA
(Virginia)

	3/7/2004	9/5/2004	3/6/2005	9/4/2005	3/5/2006	9/3/2006
Start	\$8.74	\$8.91	\$9.09	\$9.27	\$9.46	\$9.65
6 months	\$9.28	\$9.47	\$9.66	\$9.85	\$10.05	\$10.25
12 months	\$9.86	\$10.06	\$10.26	\$10.47	\$10.68	\$10.89
18 months	\$10.48	\$10.69	\$10.90	\$11.12	\$11.34	\$11.57
24 months	\$11.13	\$11.35	\$11.58	\$11.81	\$12.05	\$12.29
30 months	\$11.83	\$12.07	\$12.31	\$12.56	\$12.81	\$13.07
36 months	\$12.58	\$12.83	\$13.09	\$13.35	\$13.62	\$13.89
42 months	\$13.35	\$13.62	\$13.89	\$14.17	\$14.45	\$14.74
Top	\$14.20	\$14.48	\$14.77	\$15.07	\$15.37	\$15.68

Job Titles: BSW Assistant

WAGE SCHEDULE: NE-BSWT
(Virginia)

	3/7/2004	9/5/2004	3/6/2005	9/4/2005	3/5/2006	9/3/2006
Start	\$11.06	\$11.28	\$11.51	\$11.74	\$11.97	\$12.21
6 months	\$11.72	\$11.95	\$12.19	\$12.43	\$12.68	\$12.93
12 months	\$12.43	\$12.68	\$12.93	\$13.19	\$13.45	\$13.72
18 months	\$13.18	\$13.44	\$13.71	\$13.98	\$14.26	\$14.55
24 months	\$13.97	\$14.25	\$14.54	\$14.83	\$15.13	\$15.43
30 months	\$14.81	\$15.11	\$15.41	\$15.72	\$16.03	\$16.35
36 months	\$15.72	\$16.03	\$16.35	\$16.68	\$17.01	\$17.35
42 months	\$16.65	\$16.98	\$17.32	\$17.67	\$18.02	\$18.38
Top	\$17.66	\$18.01	\$18.37	\$18.74	\$19.11	\$19.49

Job Titles: BSW Technician

WAGE SCHEDULE: NE-FLT
(Virginia)

	3/7/2004	9/5/2004	3/6/2005	9/4/2005	3/5/2006	9/3/2006
Start	\$9.51	\$9.70	\$9.89	\$10.09	\$10.29	\$10.50
6 months	\$10.08	\$10.28	\$10.49	\$10.70	\$10.91	\$11.13
12 months	\$10.67	\$10.88	\$11.10	\$11.32	\$11.55	\$11.78
18 months	\$11.30	\$11.53	\$11.76	\$12.00	\$12.24	\$12.48
24 months	\$11.98	\$12.22	\$12.46	\$12.71	\$12.96	\$13.22
30 months	\$12.69	\$12.94	\$13.20	\$13.46	\$13.73	\$14.00
36 months	\$13.44	\$13.71	\$13.98	\$14.26	\$14.55	\$14.84
42 months	\$14.25	\$14.54	\$14.83	\$15.13	\$15.43	\$15.74
Top	\$15.10	\$15.40	\$15.71	\$16.02	\$16.34	\$16.67

Job Titles: BSW Clerk, Facility Locate Technician

WAGE SCHEDULE: W-BSWA
(California, Idaho, Washington)

	3/7/2004	9/5/2004	3/6/2005	9/4/2005	3/5/2006	9/3/2006
Start	\$9.25	\$9.44	\$9.63	\$9.82	\$10.02	\$10.22
6 months	\$9.72	\$9.91	\$10.11	\$10.31	\$10.52	\$10.73
12 months	\$10.23	\$10.43	\$10.64	\$10.85	\$11.07	\$11.29
18 months	\$10.76	\$10.98	\$11.20	\$11.42	\$11.65	\$11.88
24 months	\$11.40	\$11.63	\$11.86	\$12.10	\$12.34	\$12.59
30 months	\$12.11	\$12.35	\$12.60	\$12.85	\$13.11	\$13.37
36 months	\$12.89	\$13.15	\$13.41	\$13.68	\$13.95	\$14.23
42 months	\$13.77	\$14.05	\$14.33	\$14.62	\$14.91	\$15.21
Top	\$14.80	\$15.10	\$15.40	\$15.71	\$16.02	\$16.34

Job Titles: BSW Assistant

WAGE SCHEDULE: W-BSWT
(California, Idaho, Washington)

	3/7/2004	9/5/2004	3/6/2005	9/4/2005	3/5/2006	9/3/2006
Start	\$11.05	\$11.27	\$11.50	\$11.73	\$11.96	\$12.20
6 months	\$11.62	\$11.85	\$12.09	\$12.33	\$12.58	\$12.83
12 months	\$12.26	\$12.51	\$12.76	\$13.02	\$13.28	\$13.55
18 months	\$12.98	\$13.24	\$13.50	\$13.77	\$14.05	\$14.33
24 months	\$13.75	\$14.02	\$14.30	\$14.59	\$14.88	\$15.18
30 months	\$14.67	\$14.96	\$15.26	\$15.57	\$15.88	\$16.20
36 months	\$15.70	\$16.01	\$16.33	\$16.66	\$16.99	\$17.33
42 months	\$16.86	\$17.20	\$17.54	\$17.89	\$18.25	\$18.62
Top	\$18.19	\$18.55	\$18.92	\$19.30	\$19.69	\$20.08

Job Titles: BSW Technician

WAGE SCHEDULE – W-FLT
 (California, Idaho, Washington)

	3/7/2004	9/5/2004	3/6/2005	9/4/2005	3/5/2006	9/3/2006
Start	\$10.05	\$10.25	\$10.46	\$10.67	\$10.88	\$11.10
6 months	\$10.53	\$10.74	\$10.95	\$11.17	\$11.39	\$11.62
12 months	\$11.04	\$11.26	\$11.49	\$11.72	\$11.95	\$12.19
18 months	\$11.61	\$11.84	\$12.08	\$12.32	\$12.57	\$12.82
24 months	\$12.25	\$12.50	\$12.75	\$13.00	\$13.26	\$13.53
30 months	\$12.96	\$13.22	\$13.48	\$13.75	\$14.02	\$14.30
36 months	\$13.75	\$14.02	\$14.30	\$14.59	\$14.88	\$15.18
42 months	\$14.68	\$14.97	\$15.27	\$15.58	\$15.89	\$16.21
Top	\$15.70	\$16.01	\$16.33	\$16.66	\$16.99	\$17.33

Job Titles: BSW Clerk, Facility Locate Technician

MEMORANDUM OF AGREEMENT

between

**VERIZON
NATIONAL BURIED SERVICE WIRE GROUP**

and

COMMUNICATIONS WORKERS OF AMERICA

ADOPTION ASSISTANCE

Effective March 7, 2004, Verizon agrees to make available the opportunity for regular full or part time employees of the Company who are covered by the collective bargaining agreement to participate in the Adoption Assistance Plan which allows employees to claim reimbursement of expenses up to \$10,000 per adopted child in accordance with existing Plan provisions.

The selection of the administrator, the administration of the Plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company. No matter concerning the Adoption Assistance Plan or any difference thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.

This Memorandum of Agreement is effective on March 7, 2004, and shall expire on March 3, 2007. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on March 3, 2007, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon National Buried Service Wire Group

Ronald B. Johnson
Director-Labor Relations
2/6/04

Communications Workers of America

Donna Bentley
CWA Staff Representative
2/6/04

ADOPTION ASSISTANCE PLAN

- Regular active status full and part-time employees are eligible for this benefit
- Available from the first day of active employment
- Adopted child must be:
 - Under 18 years of age
 - Over 18 years of age and physically or mentally incapable of caring for him/herself
- Includes adoption of a step child
- Reimbursement must be submitted within 90 days of adoption finalization
- Only expenses incurred during active service are eligible for reimbursement
- Covered expenses:
 - Legal fees and court costs
 - Temporary childcare expenses prior to placement
 - Necessary medical expenses for child being adopted
 - Private or public adoption agency fees
 - Medical expenses for biological mother
 - Adoption-related transportation/travel expenses
- Expenses not covered:
 - Expenses for the biological parents other than medical expenses related to the birth of child
 - Voluntary donations/contributions to the agency
 - Guardianship or custody expenses unrelated to adoption
- Maximum Expenses
 - \$10,000 for each eligible employee (no duplicate of expenses for employees who are both employed by Verizon)

MEMORANDUM OF AGREEMENT

between

**VERIZON
NATIONAL BURIED SERVICE WIRE GROUP**

and

COMMUNICATIONS WORKERS OF AMERICA

COMPREHENSIVE MEDICAL PLAN

1. Verizon National Buried Service Wire Group and Communications Workers of America agree to continue the provisions of the Comprehensive Medical Plan set forth in this Memorandum of Agreement.
2. For a summary of details refer to the attachment entitled Comprehensive Medical Plan Highlights.
3. Some of the major provisions include:
 - A. For all regular full time and regular part time employees coverage under the Plan begins after six months of active service.
 - B. Maintenance of Benefits permitted to the level of benefits provided in the Medical Plan.
 - C. Lifetime benefit limits of \$1,000,000. Effective January 1, 2005 lifetime benefit limits will increase to \$2,000,000.
 - D. Effective January 1, 2005, employees who elect not to enroll themselves or their eligible dependents in a company-sponsored medical plan or HMO will be eligible for an annual "opt out" credit of five hundred dollars (\$500). This credit will be given to the employee over twelve (12) months on his/her bi-weekly paycheck. In order to be eligible for this credit, the employee may be required to provide satisfactory evidence of medical coverage upon request.
 - E. Effective January 1, 2005, a hearing aid benefit will be added to the Comprehensive Medical Plan. This benefit will provide coverage for expenses for a hearing examination by a licensed audiologist or physician, the hearing aid device, molds, repairs, hearing aid check and batteries. The maximum reimbursement under this benefit is \$1,000 per covered individual every twenty-four (24) months. The benefit is not subject to deductible, co-pays or R&C and there are no separate maximums for any in or out of

network expenses. Hearing aids are covered for all hearing impairments that are a result of birth defect, illness, accident and/or injury and progressive loss of hearing. Replacement and repair of hearing aids are covered unless due to misuse or loss.

4. The Comprehensive Medical Plan will be administered solely in accordance with its provisions, and no matter concerning the Comprehensive Medical Plan or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.
5. The selection of the Health Care Plan Administrator, the administration of the Comprehensive Medical Plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company.
6. This Memorandum of Agreement is effective on March 7, 2004, and shall expire on March 3, 2007. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Comprehensive Medical Plan, shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon National Buried Service Wire Group

Ronald B. Johnson
Director-Labor Relations
2/6/04

Communications Workers of America

Donna Bentley
CWA Staff Representative
2/6/04

**COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS
In Area and Out of Area Plans**

Benefits	<ul style="list-style-type: none"> • PPO Available and Used • PPO Not Available 	<ul style="list-style-type: none"> • PPO Available and Not Used
<u>General</u>		
Lifetime Maximum (No Automatic Restoration)	\$1,000,000 (January 1, 2005, maximum increases to \$2,000,000)	\$1,000,000 (January 1, 2005, maximum increases to \$2,000,000)
Calendar Year Deductible (No carry over)	Employee Only \$150 Employee + 1 \$300 Employee + 2 or more \$450	Employee Only \$150 Employee + 1 \$300 Employee + 2 or more \$450
Out of Pocket Maximums	Employee Only \$1,500 Employee + 1 \$3,000 Employee + 2 or more \$4,500	Employee Only \$1,500 Employee + 1 \$3,000 Employee + 2 or more \$4,500
Coordination of Benefits	Non-duplication of benefits. Cross coordination applies. Birthday rule applies.	Non-duplication of benefits. Cross coordination applies. Birthday rule applies.
Pre-existing Conditions	None	None
<u>Hospital Services</u>		
Room and Board (Subject to Care Coordination)	80% of negotiated rate after deductible satisfied. <ul style="list-style-type: none"> • Semi Private Room • Intensive & Cardiac Care Units 	70% of R&C after deductible satisfied. <ul style="list-style-type: none"> • Semi Private Room • Intensive & Cardiac Care Units
Emergency Outpatient for Accidents	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS
In Area and Out of Area Plans

Benefits	<ul style="list-style-type: none"> • PPO Available and Used • PPO Not Available 	<ul style="list-style-type: none"> • PPO Available and Not Used
Preadmission Tests	100% of negotiated rate after deductible satisfied. (Outpatient tests and x-rays for a proposed surgery as long as the resulting hospital admission is scheduled within 7 days of the tests and x-rays are performed at the facility in which the surgery is to take place.)	100% of R&C after deductible satisfied. (Outpatient tests and x-rays for a proposed surgery as long as the resulting hospital admission is scheduled within 7 days of the tests and x-rays are performed at the facility in which the surgery is to take place.)
Inpatient Services and Supplies	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
<u>Professional Services</u>		
Doctor's Surgical Charges	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
Outpatient Surgery	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
Doctor's Office Visits	\$15 per office visit	80% of R&C after deductible satisfied.
Doctor's Home Visits	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
Allergy Shots	\$5 copay for injection only if not billed for any other office visit services	80% of R&C after deductible satisfied.
Maternity	\$15 office visit copay, first visit only. Covered the same as any other illness or injury.	80% of R&C after deductible satisfied.
High Risk Maternity (If Care Coordination recommends special care because pregnancy is considered high risk)	Physician and hospital charges are paid at 100% of negotiated rate, no deductible.	80% of R&C for physicians, 70% of R&C for hospital charges after deductible satisfied.

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS
In Area and Out of Area Plans

Benefits	<ul style="list-style-type: none"> • PPO Available and Used • PPO Not Available 	<ul style="list-style-type: none"> • PPO Available and Not Used
Nurse/Midwife	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
Birthing Center	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
Artificial Insemination & In Vitro Fertilization (Subject to Care Coordination)	Limited to 50% of negotiated rate to a maximum of \$15,000 per lifetime. (\$15,000 applies to overall lifetime maximum.)	Limited to 50% of R&C to a maximum of \$15,000 per lifetime. (\$15,000 applies to overall lifetime maximum.)
<u>Other Services</u>		
Acupuncture	80% of negotiated rate after deductible satisfied. (Limited to 20 visits per year. Additional services are covered if approved by Care Coordination. Cover MD, DO, DC or Acupuncturist licensed by the state or certified by the National Commission of Acupuncturists.	80% of R&C after deductible satisfied. (Limited to 20 visits per year. Additional services are covered if approved by Care Coordination. Cover MD, DO, DC or Acupuncturist licensed by the state or certified by the National Commission of Acupuncturists.
Chiropractor Services	\$15 office visit copay (12 visits per year threshold. Additional services may be covered if approved by Care Coordination.)	80% of R&C after deductible satisfied. (12 visits per year threshold. Additional services may be covered if approved by Care Coordination.)
Diagnostic X-ray & Lab Tests	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
Physical & Occupational Therapy	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
Radiation Therapy	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS
In Area and Out of Area Plans

Benefits	<ul style="list-style-type: none"> • PPO Available and Used • PPO Not Available 	<ul style="list-style-type: none"> • PPO Available and Not Used
Speech Therapy	80% of negotiated rate after deductible satisfied. Expanded speech therapy benefit for children under age 3. (20 visit limit per calendar year.)	80% of R&C after deductible satisfied. Expanded speech therapy benefit for children under age 3 (20 visit limit per calendar year.)
Transplants (Subject to Care Coordination)	Voluntary - when a designated transplant facility is used, benefits are payable at 100%, no deductible or copay. When a designated facility is not used, benefits are payable the same as any other illness. <ul style="list-style-type: none"> • Travel & Lodging lifetime maximum of \$10,000. • Lodging & Meal Allowance of \$50 individual / \$100 family per day. Organ Search & Procurement - when a designated facility is not used, benefits are payable up to the medical plan maximum except bone marrow is limited to \$25,000.	Voluntary - when a designated transplant facility is used, benefits are payable at 100%, no deductible or copay. When a designated facility is not used, benefits are payable the same as any other illness. <ul style="list-style-type: none"> • Travel & Lodging lifetime maximum of \$10,000. • Lodging & Meal Allowance of \$50 individual / \$100 family per day. Organ Search & Procurement - when a designated facility is not used, benefits are payable up to the medical plan maximum except bone marrow is limited to \$25,000.
Corrective Appliances & Artificial Limbs	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
Home Rental of Durable Medical Equipment (Subject to Care Coordination if amounts exceeds \$1,000)	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.

**COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS
In Area and Out of Area Plans**

Benefits	<ul style="list-style-type: none"> • PPO Available and Used • PPO Not Available 	<ul style="list-style-type: none"> • PPO Available and Not Used
Oral Surgeries	80% of negotiated rate after deductible satisfied. (Surgery meeting medical necessity guidelines covered.)	80% of R&C after deductible satisfied. (Surgery meeting medical necessity guidelines covered.)
Voluntary Sterilization	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
Home Health Care (Subject to Care Coordination)	100% of negotiated rate not subject to deductible. (No deductible required up to 52 HHC visits in a calendar year.)	100% of negotiated rate not subject to deductible. (No deductible required up to 52 HHC visits in a calendar year.)
Skilled Nursing Facility (Subject to Care Coordination, in lieu of hospitalization)	80% of negotiated rate after deductible satisfied. (Semi-private rate - 120 days per calendar year.)	80% of R&C after deductible satisfied. (up to 120 days per calendar year)
Hospice Care (Subject to Care Coordination)	Hospice Facility - 100% of negotiated rate, no deductible;	Hospice Facility - 100% of R&C, no deductible;
	At Home Hospice (if life expectancy is less than 6 months) - 100% of R&C;	At Home Hospice (if life expectancy is less than 6 months) - 100% of R&C;
	Bereavement Counseling - 100% of R&C (While patient is in Hospice care, plan covers reasonable expenses for an unlimited number of counseling services for the patient and covered family members.)	Bereavement Counseling - 100% of R&C (While patient is in Hospice care, plan covers reasonable expenses for an unlimited number of counseling services for the patient and covered family members.)
Second Surgical Opinion	100% of negotiated rate, no deductible, voluntary.	80% of R&C, no deductible, voluntary.

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS
In Area and Out of Area Plans

Benefits	<ul style="list-style-type: none"> • PPO Available and Used • PPO Not Available 	<ul style="list-style-type: none"> • PPO Available and Not Used
<u>Preventive Care</u>	In-network - 100% (Not subject to copay or deductible)	Out-of-network - 100% of R&C, no deductible.
Well Woman Exam	One annual Well Woman Examination with or without a Pap Smear including Blood Count and Urinalysis. (Additional Pap Smears covered if medically necessary at 80%.)	One annual Well Woman Examination with or without a Pap Smear including Blood Count and Urinalysis. (Additional Pap Smears covered if medically necessary at 80%.)
Mammograms	One routine Mammogram every two years for women through age 49; once a year thereafter. (Additional mammograms covered at 80% of reasonable charges if medically necessary.)	One routine Mammogram every two years for women through age 49; once a year thereafter. (Additional mammograms covered at 80% of reasonable charges if medically necessary.)
Immunizations	One complete regimen of immunizations per lifetime for children and adults covered at 100%, not subject to deductible.	One complete regimen of immunizations per lifetime for children and adults covered at 100%, not subject to deductible.
Influenza Immunizations	One influenza immunization per year. (The office visit associated with immunizations is a covered expense.)	One influenza immunization per year. (The office visit associated with immunizations is a covered expense.)
Prostate Specific Antigen	One routine PSA test every calendar year for men age 50 and over. (The office visit associated with the PSA test is a covered expense.)	One routine PSA test every calendar year for men age 50 and over. (The office visit associated with the PSA test is a covered expense.)

COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS
In Area and Out of Area Plans

Benefits	<ul style="list-style-type: none"> • PPO Available and Used • PPO Not Available 	<ul style="list-style-type: none"> • PPO Available and Not Used
Sigmoidoscopy	One routine Sigmoidoscopy every three years for men and women age 50 and over. (The office visit associated with sigmoidoscopy is a covered expense.)	One routine Sigmoidoscopy every three years for men and women age 50 and over. (The office visit associated with sigmoidoscopy is a covered expense.)
Fecal Occult Blood Test	One annual Fecal Occult Blood Test for men and women age 40 and over.	One annual Fecal Occult Blood Test for men and women age 40 and over.
<u>Care Coordination</u> (Pre-notification Required)	<ul style="list-style-type: none"> • Hospitalization • Admission to hospital through ER • In-patient services • Skilled Nursing Facility • Home Health Care • Hospice • Chiropractic services beyond 12th visit • Artificial Insemination • In-Vitro Fertilization • Durable Medical Equipment exceeding \$1000 • Continued stay for Maternity <p style="margin-left: 40px;">Non-notification penalty: Lessor of actual charge or \$200</p>	<ul style="list-style-type: none"> • Hospitalization • Admission to hospital through ER • In-patient services • Skilled Nursing Facility • Home Health Care • Hospice • Chiropractic services beyond 12th visit • Artificial Insemination • In-Vitro Fertilization • Durable Medical Equipment exceeding \$1000 • Continued stay for Maternity <p style="margin-left: 40px;">Non-notification penalty: Lessor of actual charge or \$200</p>

The benefits outlined herein are governed by the Summary Plan Description (SPD) and where conflicts exist, the SPD shall prevail.

PPO Not Available (i.e., employee does not reside in the PPO Service Area):

- For all benefits payable under this plan, coverage levels are based on R&C.
- If copay applies (e.g., Doctor's Office Visit, Chiropractor Services, Allergy Shots), benefits are paid at 80% R&C.

MENTAL HEALTH/SUBSTANCE ABUSE CARE

BENEFITS	IN VERIZON STANDARD MH/SA NETWORK	OUTSIDE VERIZON STANDARD MH/SA NETWORK
In-patient hospital 45 days per calendar year	100%	\$0
Partial hospitalization Up to 90 days per year for intensive outpatient therapy (2 days intensive outpatient in lieu of 1 day inpatient care)	100%	\$0
Out-patient Up to 50 visits per calendar year	100% after \$15 co-payment per visit	\$0
Supplemental Benefit Annual maximums outlined above are exceeded	50% of covered charges up to lifetime Medical Plan maximum of \$1,000,000 (\$2,000,000 effective January 1, 2005)	\$0

Note: Employees must call Managed Health Network (MHN) at 1-800-777-7991 prior to routine care and within 48 hours of emergency care.

MEMORANDUM OF AGREEMENT

between

**VERIZON
NATIONAL BURIED SERVICE WIRE GROUP**

and

COMMUNICATIONS WORKERS OF AMERICA

DENTAL PLAN

1. Verizon National Buried Service Wire Group and Communications Workers of America agree to the provisions of the Dental Plan set forth in this Memorandum of Agreement.
2. For a summary of details refer to the appropriate Dental Benefits Summary Plan Description (SPD). The annual deductible will be \$25.00 per individual for all regular full time and part time employees. Effective January 2005 the annual \$25.00 per individual deductible will be waived when an employee and/or his/her enrolled dependents use a Preferred Dental Provider (PDP).
3. For all regular full time and regular part time employees, coverage under the Plan begins after six months of service.
4. Maintenance of Benefits (MOB) permitted to the level of benefits provided in the Dental Plan.

Effective January 1, 2005:

- Orthodontic Care: increase per covered person lifetime maximum from \$1,000 to \$1,500
 - TMJ Care: establish new per covered person lifetime maximum of \$500
 - Preventive General & Major Services: increase per covered person annual maximum from \$1,000 to \$1,500
5. The monthly employee contribution shall be in accordance with Article 9 of the Collective Bargaining Agreement.
 6. The Plan will be administered solely in accordance with its provisions and no matter concerning the Plan or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the Plan Administrator, the administration of the Plan and all the terms and conditions relating thereto,

and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company.

7. This Memorandum of Agreement is effective on March 7, 2004, and shall expire on March 3, 2007. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Dental Plan, shall also terminate on March 3, 2007, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon National Buried Service Wire Group

Ronald B. Johnson
Director-Labor Relations
2/6/04

Communications Workers of America

Donna Bentley
CWA Staff Representative
2/6/04

MEMORANDUM OF AGREEMENT

between

**VERIZON
NATIONAL BURIED SERVICE WIRE GROUP**

and

COMMUNICATIONS WORKERS OF AMERICA

FLEXIBLE REIMBURSEMENT PLAN (FRP)

1. Verizon National Buried Service Wire Group agrees to continue the Flexible Reimbursement Plan (FRP).
2. Eligibility for the Plan begins after ninety (90) days net credited service is achieved or the date which the employee enrolls, whichever is later.
3. For a summary of details refer to the Flexible Reimbursement Plan Summary Plan Description (SPD).
4. The FRP will be administered solely in accordance with its provisions, and no matter concerning the FRP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the FRP Administrator, the administration of the FRP and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or reimbursements shall be determined by and at the sole discretion of the Company.
5. This Memorandum of Agreement is effective on March 7, 2004 and shall expire on March 3, 2007. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Flexible Reimbursement Plan, shall also terminate on March 3, 2007, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon National Buried Service Wire Group

Ronald B. Johnson
Director-Labor Relations
2/6/04

Communications Workers of America

Donna Bentley
CWA Staff Representative
2/6/04

MEMORANDUM OF AGREEMENT

between

**VERIZON
NATIONAL BURIED SERVICE WIRE GROUP**

and

COMMUNICATIONS WORKERS OF AMERICA

GROUP UNIVERSAL LIFE (GUL) INSURANCE

1. Verizon National Buried Service Wire Group agrees to make available, without endorsement, the opportunity for employees to enroll in Group Universal Life (GUL) Insurance.
2. For a summary of details refer to the Life Insurance Summary Plan Description (SPD).
3. GUL will be administered solely in accordance with its provisions, and no matter concerning GUL or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The administration of GUL and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Insurance Carrier.
4. This Memorandum of Agreement is effective on March 7, 2004, and shall expire on March 3, 2007. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including Group Universal Life Insurance, shall also terminate on March 3, 2007, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon National Buried Service Wire Group

Ronald B. Johnson
Director-Labor Relations
2/6/04

Communications Workers of America

Donna Bentley
CWA Staff Representative
2/6/04

MEMORANDUM OF AGREEMENT

between

**VERIZON
NATIONAL BURIED SERVICE WIRE GROUP
and**

COMMUNICATIONS WORKERS OF AMERICA

HOURLY EMPLOYEES' PENSIONS

1. Verizon National Buried Service Wire Group and Communications Workers of America agree to the provisions of the Plan for Hourly Employees' Pensions.
2. The following provisions continue to be in place:

<u>Years of Accredited Service</u>	<u>Annual Minimum Pension</u>
40 or more years	\$11,700
35 but less than 40 years	\$10,300
30 but less than 35 years	\$ 8,900
25 but less than 30 years	\$ 7,500
20 but less than 25 years	\$ 6,100
15 but less than 20 years	\$ 4,700

3. For employees who retire on or after January 1, 2005, the present Plan for Hourly Employees' Pensions will be modified to effect the following:

<u>Years of Accredited Service</u>	<u>Annual Minimum Pension</u>
40 or more years	\$12,200
35 but less than 40 years	\$10,700
30 but less than 35 years	\$9,300
25 but less than 30 years	\$7,800
20 but less than 25 years	\$6,300
15 but less than 20 years	\$4,900

4. This Agreement shall become effective as of March 7, 2004 and shall remain in effect until midnight, March 3, 2007, and shall automatically continue in full force and effect thereafter until terminated, or amended, in accordance with the following procedure:

If this Agreement is to be terminated, a written notice must be sent by either party to the other not less than sixty (60) days prior to any date thereafter on which such cancellation is to become effective.

5. This Agreement may be amended or modified by either party giving written notice to the other of such desire to so amend or modify at least sixty (60) days and not more than ninety (90) days prior to the termination date set forth above. The written notice shall contain a full statement as to the amendments or modifications desired.

Verizon National Buried Service Wire Group

Ronald B. Johnson
Director-Labor Relations
2/6/04

Communications Workers of America

Donna Bentley
CWA Staff Representative
2/6/04

MEMORANDUM OF AGREEMENT

between

VERIZON
NATIONAL BURIED SERVICE WIRE GROUP

and

COMMUNICATIONS WORKERS OF AMERICA

MAIL ORDER PRESCRIPTION PLAN (MOPP)

1. Verizon National Buried Service Wire Group and Communications Workers of America agree to extend the provisions of the Mail Order Prescription Plan (MOPP) to employees and their eligible dependents enrolled in the Comprehensive Medical Plan.
2. A 90-day prescribed supply of medication will be provided at \$5.00 per generic prescription or \$15.00 per brand name prescription co-payment. This co-payment cannot be reimbursed through the Comprehensive Medical Plan and does not apply to deductibles or out-of-pocket maximums. Generic drugs will be provided when available and permissible by law.
3. Employees and dependents currently covered under the Comprehensive Medical Plan will be eligible to participate in the Mail Order Prescription Plan. Once employees (who are covered under the Comprehensive Medical Plan) retire, they and their eligible dependents may continue to participate in this Mail Order Prescription Plan on the same basis as active employees. MOPP is not available to participants in Health Maintenance Organizations (HMO's).
4. MOPP will be administered solely in accordance with its provisions, and no matter concerning MOPP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the MOPP Carrier, the administration of MOPP and all of the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, or administration shall be determined by and at the sole discretion of the Company.
5. The Company shall have the right to amend MOPP in any way, including the selection of the MOPP Carrier. However, any amendment diminishing the level of benefits contained in this Memorandum of Agreement or increasing the cost per prescription to the employee/dependent will be

limited to those changes applicable to salaried employees.

6. This Memorandum of Agreement is effective on March 7, 2004 and shall expire on March 3, 2007. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Mail Order Prescription Plan, shall also terminate on March 3, 2007, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon National Buried Service Wire Group

Ronald B. Johnson
Director-Labor Relations
2/6/04

Communications Workers of America

Donna Bentley
CWA Staff Representative
2/6/04

MEMORANDUM OF AGREEMENT

between

VERIZON NATIONAL BURIED SERVICE WIRE GROUP

and

COMMUNICATIONS WORKERS OF AMERICA

PENSION PLAN SURVIVOR BENEFITS

1. Verizon National Buried Service Wire Group and Communications Workers of America agree to modify the Plan for Hourly Employees' Pensions. Such modifications are subject to approvals by the Company's Board of Directors and the United States Department of the Treasury. Therefore, the modifications will be contingent upon receipt of necessary approvals, and the effective date will be the earlier of January 1 or July 1 following six months after this Memorandum of Agreement is signed.
2. Specific language will be prepared to modify the present Plan for Hourly Employees' Pensions to provide a survivor benefit to an employee who is actively employed on the effective date and who is vested in the Plan.
3. For married employees, the spouse will automatically be considered the beneficiary. However, subject to the requirements regarding non-spouse beneficiaries and with spousal consent, a married employee may name a beneficiary other than the spouse. For unmarried employees, a valid beneficiary designation must be on file for the pre-retirement survivor benefit to be paid. A single individual must be named as beneficiary; an estate or trust may not be named, nor may multiple individuals.
4. Subject to the small benefits provision contained in the Plan, the survivor will have the option of choosing between a 50% survivor annuity or the lump sum equivalent in the event of the death of the employee.
5. If a vested employee terminates employment on or after the effective date, the named survivor will be eligible for the survivor pension payable on the date the employee would have reached the age 65. An actuarially reduced benefit may be payable before age 65 if the vested employee would have been eligible for an earlier commencement.
6. This Memorandum of Agreement is effective on March 7, 2004, and shall expire on March 3, 2007. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on March 3, 2007, and shall not survive the expiration of this Memorandum

of Agreement unless agreed to by the parties in writing.

Verizon National Buried Service Wire Group

Ronald B. Johnson
Director-Labor Relations
2/6/04

Communications Workers of America

Donna Bentley
CWA Staff Representative
2/6/04

MEMORANDUM OF AGREEMENT

between

VERIZON
NATIONAL BURIED SERVICE WIRE GROUP

and

COMMUNICATIONS WORKERS OF AMERICA

PERSONAL LINES OF INSURANCE

1. Verizon National Buried Service Wire Group agrees to make available, without endorsement, the opportunity for regular full- or part-time hourly employees of the Company who are covered by the Collective Bargaining Agreement to purchase automobile, home and other personal property and casualty insurance through payroll deduction.
2. Personal Lines of Insurance will be administered solely in accordance with its provisions, and no matter concerning Personal Lines of Insurance or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The administration of Personal Lines of Insurance and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Insurance Carrier.
3. The Company reserves the right at any time, and from time to time, to modify or amend in whole or part, any and all provisions of the agreement with the Insurance Carrier, to change Insurance Carriers, or to terminate the agreement with the Insurance Carrier.
4. This Memorandum of Agreement is effective on March 7, 2004, and shall expire on March 3, 2007. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including Personal Lines of Insurance, shall also terminate on March 3, 2007, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon National Buried Service Wire Group

Ronald B. Johnson
Director-Labor Relations
2/6/04

Communications Workers of America

Donna Bentley
CWA Staff Representative
2/6/04

MEMORANDUM OF AGREEMENT

between

VERIZON
NATIONAL BURIED SERVICE WIRE GROUP

and

COMMUNICATIONS WORKERS OF AMERICA

PRESCRIPTION IDENTIFICATION CARD (PIC)

1. Verizon National Buried Service Wire Group and Communications Workers of America agree to continue to offer the Prescription Identification Card for employees and their eligible dependents enrolled in the Comprehensive Medical Plan.
2. Once employees (who are covered under the Comprehensive Medical Plan) retire, they and their eligible dependents may continue to participate in this PIC plan on the same basis as active employees. PIC is not available to participants in Health Maintenance Organizations (HMO's) and Point of Service (POS) plans.
3. Eligible employees may purchase prescription medications from participating network pharmacies at a Verizon discounted rate. Employees who use participating network pharmacies will have an annual \$25.00 deductible and a twenty (20) percent (%) co-payment.
4. Eligible employees purchasing prescription medications from non-network pharmacies will have an annual \$75.00 deductible and a twenty (20) percent (%) co-payment.
5. The deductible and co-payment do not apply to the deductible or out-of-pocket maximums of the Comprehensive Medical Plan. The out-of-pocket maximum for PIC is \$300 per person.
6. PIC will be administered solely in accordance with its provisions and no matter concerning PIC or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the PIC carrier, the administration of PIC and all of the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, or administration shall be determined by and at the sole discretion of the Company.
7. The Company shall have the right to amend PIC in any way, including the selection of the PIC carrier. However, any amendment diminishing the

level of benefits contained in this Memorandum of Agreement or increasing the cost per prescription to the employee/dependent will be limited to those changes applicable to salaried employees.

8. This Memorandum of Agreement is effective on March 7, 2004, and shall expire on March 3, 2007. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Prescription Identification Card, shall also terminate on March 3, 2007, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon National Buried Service Wire Group

Ronald B. Johnson
Director-Labor Relations
2/6/04

Communications Workers of America

Donna Bentley
CWA Staff Representative
2/6/04

MEMORANDUM OF AGREEMENT

between

VERIZON
NATIONAL BURIED SERVICE WIRE GROUP

and

COMMUNICATIONS WORKERS OF AMERICA

VISION PLAN

1. Verizon National Buried Service Wire Group and the Communications Workers of America agree to implement the provisions of the Vision Plan set forth in this Memorandum of Agreement. The effective date of the Vision Plan will be January 1, 2005.
2. For a summary of details, refer to the attachment entitled Vision Plan Highlights.
3. Some of the major provisions include:
 - No annual deductible
 - Eye exam every twelve months
 - One pair of prescription eyeglasses or contact lenses every 24 months
4. Employees are automatically eligible for the Vision Plan after enrollment in any Verizon medical option. If the employee waives Verizon medical coverage, the employee will not be enrolled in the Vision Plan.
5. The cost of the Vision Plan coverage will be paid by the Company.
6. The amount and availability of benefits under the Vision Plan are governed by the provisions of the Plan and the insurance contract. Any benefits received will be determined under the terms of the Plan in effect at the time eligible employees receive the benefits in question. The operation and administration of the Vision Plan, selection of the insurance carrier, eligibility for the benefits, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving Vision Plan terms, conditions, interpretation, administration or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedures set forth in the Collective Bargaining Agreement.

This Memorandum of Agreement is effective on March 7, 2004, and shall expire on March 3, 2007. The parties specifically agree that the terms and

conditions set forth in this Memorandum of Agreement, relating to the Vision Plan, shall terminate on March 3, 2007, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon National Buried Service Wire Group

Ronald B. Johnson
Director-Labor Relations
2/6/04

Communications Workers of America

Donna Bentley
CWA Staff Representative
2/6/04

VISION PLAN HIGHLIGHTS

Feature	Participating Provider	Non-participating Provider
Annual Deductible	None	None
Eye Exam (Once every 12 months)	You pay the network provider a \$25 co-payment. No claim filing is required.	You pay the expense in full and file a claim with Davis Vision. The Plan reimburses you up to \$25.
Lenses and Frames (Once every 24 months)*	You pay the network provider a \$75 co-payment for lenses and frames or \$37.50 for just lenses or frames.	You pay the expense in full and file a claim with Davis Vision. The Plan reimburses you up to \$25 for lenses and \$25 for frames for a maximum reimbursement of \$50.
Contact Lenses (Once every 24 months)*	You pay nothing for standard-wear, soft, daily-wear, or disposable contact lenses. Discounts available for replacement lenses.	You pay the expense in full and file a claim with Davis Vision. The Plan reimburses you up to \$50.
Laser Vision Correction	Discounts available.	No discounts available.

* Limited to one pair of prescription eyeglasses or one pair of prescription contact lenses every 24 months.

Additional Provisions

- Two or more opticians, optometrists, or ophthalmologists within 20 miles of the employee's home.
- Employees that have no provider within 20 miles can use the Out-of-Area Provision.

Out-of-Area Provisions

Steps to find an Out-of-Area Provider:

1. Call Davis Vision when ready to schedule an appointment for services. The number for Davis Vision can be obtained from the Verizon Benefits Center.
2. Ask the Member Service Associate to locate a non-participating provider (NPP) or give them the name and address of a local provider.
3. Davis Vision will contact the provider to arrange in-network vision care services for you and will contact you with an authorization to receive your services.
4. Employee will receive the participating provider benefits.

Professional Provider Services

Standards of care for eye examinations are entirely consistent with those established by State Departments of Health and include preventive eye care with glaucoma testing, refractive care and the prescribing of eyeglasses.

Each patient receives a comprehensive eye examination with a preferred optometrist or ophthalmologist which includes the following components:

- Case History – chief complaint, eye and vision history, medical history
- Entrance distance acuities
- External ocular evaluation including slit lamp examination
- Internal ocular examination inclusive of dilated fundus evaluation
- Tonometry
- Distance refraction – objective and subjective
- Binocular coordination and ocular motility evaluation
- Evaluation of pupillary function
- Biomicroscopy
- Gross visual fields
- Assessment and plan
- Patient education
- Form completion – school, motor vehicle, etc.

All of these components are fully within the education, training and scope of licensure for both optometrists and ophthalmologists.

MEMORANDUM OF AGREEMENT

Between

THE VERIZON/GTE COMPANIES

And

COMMUNICATIONS WORKERS OF AMERICA
(CWA)

WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union") and Verizon Communications companies which were subsidiaries of the former GTE Corporation (hereafter the "Verizon/GTE Companies" or "the Companies" or "the Company") have collective bargaining relationships throughout the United States;

NOW THEREFORE THE VERIZON/GTE COMPANIES AND CWA agree as follows:

1. Understandings set forth in Exhibits I through VIII as listed below become effective January 1, 2002 according to their terms. These agreements shall supersede or replace existing provisions and shall be deemed to be incorporated into the existing collective bargaining agreements between the Verizon/GTE Companies and their CWA bargaining units except where the included companies or bargaining units may be expressly limited by the Understandings.

Exhibits I through VIII are:

EXHIBIT I	DOMESTIC PARTNER BENEFITS
EXHIBIT II	EDUCATION AND LIFE-LONG LEARNING
EXHIBIT III	HOLIDAYS
EXHIBIT IV	HOURLY SAVINGS PLAN (HSP)
EXHIBIT V	HOURLY SAVINGS PLAN
EXHIBIT VI	NEUTRALITY AND CONSENT ELECTION
EXHIBIT VII	UNION LEAVE OF ABSENCE
EXHIBIT VIII	VACATION CARRY FORWARD (BANKING)

2. These provisions shall be effective on January 1, 2002, subject to ratification by the membership by a national "pooled" vote of all CWA's former GTE bargaining units by secret written ballot.
3. The parties specifically agree that the terms and conditions set forth in Exhibits I through VIII shall terminate on July 1, 2004, or as otherwise extended and agreed in writing by the parties. If, however, the parties do

not reach agreement on successors to Exhibits I through VIII, they shall renew for one year.

VERIZON/GTE COMPANIES

Ronald B. Johnson
Director-Labor Relations

Michael T. Metcalf
Vice President-Labor Relations

Date: 1/6/02

COMMUNICATIONS WORKERS OF AMERICA

T. O. Moses
Vice President-Telecommunications

Dina Beaumont
Executive Assistant to the President

Morton Bahr
President
Date: 1/6/02

MEMORANDUM OF AGREEMENT

Between

THE VERIZON/GTE COMPANIES

And

COMMUNICATIONS WORKERS OF AMERICA
(CWA)

DOMESTIC PARTNER BENEFITS

WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union") and Verizon Communications companies which were subsidiaries of the former GTE Corporation (hereafter the "Verizon/GTE Companies" or "the Companies" or "the Company") have collective bargaining relationships throughout the United States;

NOW THEREFORE THE VERIZON/GTE COMPANIES AND CWA agree as follows:

1. The Company and the Union agree to extend benefits, as set forth below, to employees' domestic partners and children of domestic partners.
2. Employees may elect health and welfare benefits coverage of domestic partners and children of domestic partners, as described below. Employees who have been (or will be) identified by the Company as employed as part of an operation that is to be divested as part of former GTE's Video Services/Media Ventures Repositioning program are excluded from this Memorandum of Agreement.
3. The Company and the Union agree that eligibility of a domestic partner for health and welfare benefits shall be based on the following conditions:
 - A. The employee and the domestic partner are same-sex, adult partners.
 - B. Neither the employee nor the domestic partner is married or a domestic partner of a third party.
 - C. Both the employee and the domestic partner are at least eighteen (18) years of age and are mentally competent to contract.
 - D. The employee and the domestic partner are not related by blood to a degree of closeness that would prohibit legal marriage in their state of residence.
 - E. The employee and the domestic partner live together at the same permanent residence.

- F. The employee and the domestic partner are jointly responsible for each other's welfare and basic living expenses.
 - G. The domestic partner is the employee's sole domestic partner and intends to remain so indefinitely.
 - H. The employee and the domestic partner agree to notify the Company and any other appropriate party of any changes in the above conditions.
4. The Company and the Union agree that eligibility of children of domestic partners for health and welfare benefits shall be based on the following conditions:
- A. An eligible domestic partner is the natural parent, adoptive parent or legal guardian of the child.
 - B. The child is unmarried and either under the age of nineteen (19), or under the age of twenty-five (25), attending an accredited secondary school, college, university or nursing school, and are dependent on the domestic partner for care and support.
5. An employee may elect coverage of a domestic partner and any children of a domestic partner for the following benefits. The amount and availability of benefits are governed by the provisions of the applicable plan and are subject to the Internal Revenue Code and related regulations.
- A. Medical
 - B. Dental
 - C. Health care continuation coverage
 - D. Flexible Reimbursement Plan Healthcare Reimbursement Account (for IRS Tax Dependents)
 - E. Dependent Care Reimbursement Account (for IRS Tax Dependents)
 - F. Retiree Medical (limited to Domestic Partner and children of Domestic Partner who are covered by medical plan at time of employee's retirement)
 - G. Group Universal Life
6. Employees are entitled to Bereavement Leave in the event of the death of a domestic partner, children of the domestic partner and other domestic partner family members as specified in the relevant collective bargaining agreement.
7. Employees are entitled to Family and Medical Leave for the care of a seriously-ill domestic partner, or child of a domestic partner, subject to general eligibility requirements.

8. Other benefit programs are also available to domestic partners and/or their children, as applicable. Availability and amount of benefit is governed by the applicable plan or policy.
 - A. Event travel Expense (one guest accommodated)
 - B. Financial Counseling
 - C. Survivor Support
 - D. Dependent Scholarships (children of domestic partner only)
 - E. Adoption Assistance (employee must be adoptive parent)
 - F. Company Discounts (recipient is employee)
 - G. Childcare Discounts (recipient is employee)
 - H. Employee Assistance Program
9. In the event that any of the above Domestic Partner Benefits are found to be discriminatory against non-eligible, unmarried employees in any jurisdiction, then these Domestic Partner Benefits will not be available in that jurisdiction.
10. To the extent that the terms of any plan conflict with the provisions of this Memorandum of Agreement, the terms of such plan shall govern. Notwithstanding the foregoing, this Memorandum of Agreement shall constitute part of the plan to which it relates; provided, however, it may be elaborated upon in other plan materials, such as employee bulletins and enrollment materials, by the Company. To the extent that any provision of this Memorandum of Agreement conflicts with any state or local law, the parties agree to discuss the applicability of such state or local law.

MEMORANDUM OF AGREEMENT

Between

THE VERIZON/GTE COMPANIES

And

COMMUNICATIONS WORKERS OF AMERICA
(CWA)

EDUCATION AND LIFE-LONG LEARNING

WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union") and Verizon Communications companies which were subsidiaries of the former GTE Corporation (hereafter the "Verizon/GTE Companies" or "the Companies" or "the Company") have collective bargaining relationships throughout the United States;

NOW THEREFORE THE VERIZON/GTE COMPANIES AND CWA agree as follows:

The Company and the Union agree to continue joint efforts (including the 100% tuition reimbursement and the 100% prepaid feature), which allow employees additional opportunities to learn and enhance their knowledge of the jobs being performed. On an "as needed" basis as determined jointly by the parties, a joint study team, consisting of management and union officials, will be created to explore opportunities for joint educational programs. Joint study teams will explore issues such as:

- The level of employee awareness of the Verizon Communications, Inc. tuition assistance program.
- The role of education assistance in the attraction and retention of bargaining unit employees.
- The design and coordination of communication vehicles, in conjunction with NACTEL, to encourage employee and prospective employee participation in the AAS degree in Telecommunications or other programs developed.
- The identification of certain non-degreed programs, which enhance or certify job knowledge.

Any joint study team formed by the parties will report its findings and make recommendations to the Joint Company/Union Steering Committee for review and final determination.

MEMORANDUM OF AGREEMENT

Between

THE VERIZON/GTE COMPANIES

And

COMMUNICATIONS WORKERS OF AMERICA
(CWA)

HOURLY SAVINGS PLAN (HSP)

WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union") and Verizon Communications companies which were subsidiaries of the former GTE Corporation (hereafter the "Verizon/GTE Companies" or "the Companies" or "the Company") have collective bargaining relationships throughout the United States;

NOW THEREFORE THE VERIZON/GTE COMPANIES AND CWA agree as follows:

1. The Company and the Union will make the Hourly Savings Plan (HSP) available to regular full or part-time hourly employees of the Company who are covered by a Collective Bargaining Agreement.
2. The Company reserves the right at any time, and from time to time, by action of the Board of Directors, to modify or amend in whole or part, any or all of the provisions of the HSP, but no such amendment or modification shall have the effect of reducing the accrued benefits of members, retired members, former members or their beneficiaries or of diverting any part of the Trust Fund to any purpose other than for the exclusive benefit of members, former members, or their beneficiaries and the payment of reasonable HSP administration expenses.
3. The Company reserves the right, by action of the Board of Directors, to terminate or partially terminate the HSP at any time. Upon termination or partial termination of the HSP or upon the complete discontinuance of contributions under the HSP, the member accounts of the members affected by the termination, partial termination, or complete discontinuance of contributions as the case may be shall be nonforfeitable.
4. The HSP may be merged into or consolidated with another plan, and its assets or liabilities may be transferred to another plan; provided, however, that no such merger, consolidation, or transfer shall be consummated unless each member and beneficiary under the HSP would receive a

benefit immediately after the merger, consolidation, or transfer, if the transferee plan then terminated, that is equal to or greater than the benefit he/she would have been entitled to receive immediately before the merger, consolidation or transfer, if the HSP had then terminated.

5. The Company and the Union agree that every provision heretofore contained in this Agreement is contingent upon the Company's receipt of a favorable determination that the HSP, as amended, continues to be qualified under Section 401 (a) et. seq., of the Internal Revenue Code. In the event any recession in the HSP is necessary to obtain or maintain a favorable determination from the Internal Revenue Service, the Company will make the revisions, adhering as closely as possible to the level of benefits contained in the HSP.
6. In the event any portion of this Agreement is determined by a court or government agency to be in violation of existing law or is voided by a change in existing laws, the Company retains the unilateral right to make whatever modifications it deems necessary and appropriate to comply with the law, including the right to rescind the Agreement, if it deems no such modification is feasible. The Company shall have no obligation to bargain or negotiate with the Union in the event that this Agreement is modified or eliminated or in the event the Company does not implement any or all of the provisions of this Agreement because it does not receive Internal Revenue Service approval, any or all of these plans are deemed not qualified, or because of a change in existing laws.
7. The HSP will be administered solely in accordance with its provisions and no matter concerning the HSP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement but rather shall be governed by the terms and conditions of the HSP and the interpretation of the HSP Committee.

MEMORANDUM OF AGREEMENT

Between

THE VERIZON/GTE COMPANIES

And

COMMUNICATIONS WORKERS OF AMERICA
(CWA)

HOURLY SAVINGS PLAN

WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union") and Verizon Communications companies which were subsidiaries of the former GTE Corporation (hereafter the "Verizon/GTE Companies" or "the Companies" or "the Company") have collective bargaining relationships throughout the United States;

NOW THEREFORE THE VERIZON/GTE COMPANIES AND CWA agree as follows:

The Company and the Union agree to increase the company matching contribution to the Hourly Savings Plan (HSP).

- Effective July 7, 2002, the company matching contribution will increase from 66 cents to 75 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.
- Effective July 6, 2003, the company matching contribution will increase from 75 cents to 82 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.

MEMORANDUM OF AGREEMENT

Between

THE VERIZON/GTE COMPANIES

And

COMMUNICATIONS WORKERS OF AMERICA
(CWA)

NEUTRALITY AND CONSENT ELECTION

WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union") and Verizon Communications companies which were subsidiaries of the former GTE Corporation (hereafter the "Verizon/GTE Companies" or "the Companies" or "the Company") have collective bargaining relationships throughout the United States;

NOW THEREFORE THE VERIZON/GTE COMPANIES AND CWA agree as follows:

This agreement between Company and the Union covers all understandings between the parties concerning union organizing; access to employees and code of conduct applicable to union organizing efforts.

The Union and the Company recognize that it is in their mutual interest to enhance the success and image of the Company, to acknowledge the Union as a valued partner, and to foster the pride and commitment of the employees. The parties also share the mutual goals of building a world class, high performance enterprise and addressing employment security through business success and employee development. As a means to enhance these goals, the parties will mutually support regulatory and legislative efforts, marketing/sales and service efforts and other business initiatives leading to employment security and Verizon's business success.

The parties also recognize that the Union's goal of growing membership is intrinsically linked to the successful growth of the business. In order to maintain this perspective and to avoid unnecessary confrontation, the parties agree that the following principles regarding neutrality and Consent election will be applicable to Verizon's former "GTE Network Services Companies" (Incumbent Local Exchange Carriers and Logistics). This shall be the exclusive means by which the Union, their locals, or individuals acting on their behalf, will conduct an effort to organize eligible employees in the covered Verizon's former "GTE Network Services Companies" (Incumbent Local Exchange Carriers and Logistics) as defined by the National Labor Relations Act.

1. Employee Choice

Both the Union and the Company support and agree with the principle that the decision as to whether or not to become represented by a union is one that does not belong to either the Union or to the Company. Rather, it is an individual decision that belongs to the employee. With the parties' mutual recognition of this fundamental tenet, the following provisions are intended to establish, encourage and nurture an environment during a union organizing drive that will allow employees to choose whether or not to become represented in a fully informed and uncoerced manner. All negotiations concerning appropriate unit, access, conduct and voting will be performed by Verizon Labor Relations Staff in conjunction with local management and designated Union representatives.

2. Neutrality

The Company and the Union agree that an organizing drive will be met by a neutral position by the Company. This statement is consistent with and reinforces the previously established principle of employee choice. It should follow that an environment intended to foster employee choice would be a neutral environment and that information communicated by either party would be fact based and not misleading, distorted or disparaging. Neutrality means the following:

- (a) Management will not be anti-Union nor will the Union be anti-management.
- (b) Management will not advocate that employees should not vote for a Union to represent them.
- (c) The Unions will be afforded reasonable opportunities for access to employees to get their message communicated.
- (d) Management will respond to employee questions and is obligated to correct inaccurate or misunderstood information by employees.
- (e) The Union(s) will be referred to by name and will not be characterized as a "third party" or "outsider".
- (f) Any written information distributed to employees by either party relative to the organizing campaign will be shared with the other. The parties' communications with employees will be shared with the other. The parties' communications with employees will be in accordance with this agreement.
- (g) Neither party will hire consultants who encourage an adversarial relationship.
- (h) Neither managers nor Union representatives will be personally attacked.
- (i) Neither the Union nor the Company will be attacked as institutions.
- (j) The Company will not conduct meetings for the sole purpose of discussing organizing activities without inviting appropriate Union representatives to attend.

Allegations of violations of these provisions will be handled via the dispute resolution process contained in this Agreement.

3. Rules

The procedures to be followed are listed below:

- (a) The Union must show a minimum of 50% + 1 show of interest on signature cards of the appropriate unit.
- (b) A vote of 50% + 1 of those votes, validated by the Third Party Neutral (TPN), will determine the outcome.
- (c) If the Union is not successful, another election will not be scheduled for twelve months.
- (d) The TPN will resolve any issue concerning challenged ballots in similar fashion to the National Labor Relations Board (NLRB) process.

4. Time Bound

It is in the interest of both parties that the organizing campaign be conducted expeditiously. The Union is therefore obligated to notify management of its intention to conduct a formal organizing drive before it begins. The date of this notification will "start the clock". The entire campaign, including the consent election, will be concluded in 90 days. It is the intent of the parties that the 90-day time frame will include discussion and agreement on the unit. In the event the parties are unable to agree on the unit, the dispute resolution process set forth below will be utilized and the time period will be extended by the number of days required to reach agreement on the unit, but in no event will the total campaign, including resolution of the scope of the bargaining unit and the consent election process exceed 120 days. If employees vote not to be represented, the Union agrees not to initiate another campaign (nor continue the current campaign) in that

same work group for 12 months from the date of the conclusion of the campaign. This would not preclude the local Union from having contact with the workers in the group. If employees vote to be represented, collective bargaining over the terms and conditions of employment will commence within 60 days and will be limited to the agreed upon unit.

5. Informed Decision

Both parties agree that employees should be fully informed about all aspects of Union representation. The Union will provide fact-based information to employees as it endeavors to convince prospective members of the merits of being represented by a Labor Union. Management's role during this process will include:

- (a) responding to individual employee inquiries;
- (b) explaining the organizing process, including obligations and responsibilities; and
- (c) correcting any inaccuracies, misstatements or misunderstandings disseminated by the Union.

6. Free from Coercion

Consistent with the basic tenet of employee choice, the parties want to ensure that employees have expressed their choice from an informed position and are completely free from any coercion by the Company, the Union or any other party or parties. One way to ensure this objective is to have a NLRB conducted election.

In the alternative, the Company and the Union agree to use a process that is called "Consent Election." This process will work as follows:

- (1) As part of the access discussions, the parties agree to use "Consent Election".
- (2) The Unions shall initiate the consent election process by providing to a TPN proof of support by means of show of interest cards from 50% + 1 of the employees in the unit. The TPN will then notify Verizon Labor Relations Staff and request a list of names, job titles and home addresses. The Company will furnish the list within five working days. The Union will also be furnished with the list. The "show of interest" cards will clearly state their purpose and that a secret ballot consent election will be conducted to determine the will of the unit. If the TPN determines that the Union has a sufficient show of interest, he/she will schedule a Consent Election process in accordance with this agreement.
- (3) The election process will be supervised by a mutually selected TPN, whose role is to ensure the integrity of the process itself, and will be conducted within two weeks of the submission of the Union's show of interest to the TPN. Employees will be asked to express their individual preference in a manner that will ensure that their choice will not be known to either party. The TPN will count the votes and advise the parties of the outcome. Consistent with this agreement, a vote of 50% + 1 of those who vote will control. The parties may have an observer present when the TPN counts the ballots.
- (4) In all cases, the election process shall take place within 14 days of receipt and verification of the Union's show of interest cards by the TPN. In those cases where there is no dispute about the composition of the unit, the election process will be held within seven days. The election may be held at the Company location or at a neutral site as agreed by the parties. The cost of using a neutral site will be split equally by the parties.

If there is a dispute as to composition of the unit, the TPN shall decide the issue within an additional seven days.

7. Access Agreement

As soon as reasonably practicable after a request by the CWA for access, Verizon Labor Relations Staff, in conjunction with local management and CWA representatives, will meet to discuss the details related to reasonable access to the unit by the CWA representatives. The Union will be allowed reasonable opportunities for access to Verizon facilities. It is the intent and commitment of Verizon and the CWA that the access agreed upon will not interfere with the operation and other normal and routine business activities, plans and programs of Verizon generally, and specifically, the selected unit. Access agreed upon will be in non-working areas and during employee non-working times. Agreements as to eventful access, such as access to conference rooms, will be reasonable in length and there will be reasonable periods between requests for eventful access. However, an uneventful access, such as a prearranged meeting with an individual employee, will not be affected.

If Verizon and the CWA are unable to agree on reasonable access, the TPN will be asked to resolve the issue. Successful access agreements utilized at other units will be looked to for guidance as to what works and is reasonable. Verizon and the CWA commit that they will reach such an access agreement in each instance in an expeditious manner.

8. Dispute Resolution

- (a) Questions or disputes arising during the course of an organizing effort within a particular unit of non-represented employees will, in all cases, be addressed first by and between the parties themselves and, in particular, Labor Relations Staff in conjunction with local Verizon management and appropriate CWA representatives. It is the intent and desire of Verizon and the CWA that such matters are dealt with by and between the parties themselves, particularly at the local level, without having to resort to the assistance of a third party. It is also agreed, however, that if every good faith and reasonable effort has been made, but the matter unresolved, the process described below will be utilized.
- (b) The TPN will resolve disputes in the manner set forth in this agreement. Either Verizon or the CWA can refer a question or dispute, unresolved after good faith efforts have been made to resolve the dispute locally, to the chosen TPN by providing three working days' written notice to both the other party and the TPN. The notice will provide concise statement of the question or dispute to be addressed and a statement that the parties have attempted in good faith but have been unable to resolve the matter by and between them.
- (c) If the question or dispute involves a matter related to access (i.e., the nature, event, time, location, individuals involved, etc.) the TPN will fully investigate all relevant facts surrounding the question or dispute. The TPN will then call the parties together and attempt to facilitate resolution of or otherwise mediate the matter.

If, after a good faith attempt at facilitated resolution or mediation, the access question or dispute is still not resolved, the TPN will attempt to render an immediate decision, which includes a method or alternative methods of resolving the perceived problem. However, in no event will the TPN take longer than five days thereafter to render a decision. The decision of the TPN will be final and binding and the parties agree to abide by his/her decision. This process, from the time the TPN is contacted to the time his or her opinion is issued, will not take more than 15 days unless the parties agree otherwise.

- (d) If the dispute involves the appropriateness of the bargaining unit the Union seeks to organize and 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 TPN and a hearing shall be conducted consistent with the rules of the American Arbitration Association. The TPN 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 decisions of the NLRB and Appellate reviews of such Board decisions.
- (e) Regardless of the type of question or dispute that is submitted to the TPN, the parties will each be given a full opportunity to present their positions and supporting factual information prior to the issuance of any opinion. No written briefs will be submitted. There shall be no ex parte contact with the TPN without the concurrence of all parties. Verizon and CWA believe that matters pertaining to these values are best handled by and between the parties themselves and resort to a TPN should be necessary in only a limited number of cases.

Verizon and the CWA agree that the parties may distribute a decision of the TPN to employees in the selected unit but not outside to the public such as the press.
- (f) The parties agree that the process set forth herein shall be the exclusive means for resolving disputes covered by this dispute resolution process, and neither party will utilize any other forum (e.g. NLRB, federal court, etc.) to address issues subject to resolution pursuant to this process.
- (g) All expenses, resulting from the use of the TPN process, shall be split equally by Verizon and CWA.

9. Acquisitions and Ventures

The parties recognize the rapidly changing nature and structure of the communications industry. Verizon may acquire (or be acquired by) another entity. It has and may in the future form joint ventures or strategic alliances, may license its brand or technology, or may be a financial investor in other entities. The employees in those entities may be non-represented, represented in whole or in the part of the CWA, or represented in whole or in part by some other labor organization. It is not possible to structure a single rule which will apply to all such circumstances and the Company cannot compel other entities to abide by this agreement.

MEMORANDUM OF AGREEMENT

Between

THE VERIZON/GTE COMPANIES

And

COMMUNICATIONS WORKERS OF AMERICA
(CWA)

UNION LEAVE OF ABSENCE

WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union") and Verizon Communications companies which were subsidiaries of the former GTE Corporation (hereafter the "Verizon/GTE Companies" or "the Companies" or "the Company") have collective bargaining relationships throughout the United States;

WHEREAS former GTE/CWA bargaining unit employees have become full-time employees of the CWA or its local affiliates:

WHEREAS the treatment of such CWA employees for Verizon/GTE pension benefit credit varies both among former GTE/CWA bargaining units and between CWA and local affiliate employment; and

WHEREAS other employers in Verizon's industry permit similarly situated employees greater pension benefits credit than does Verizon/GTE:

NOW THEREFORE THE VERIZON/GTE COMPANIES AND CWA agree as follows:

1. Any full time employee of a Verizon/GTE Company in a CWA bargaining unit who becomes a full-time employee of either CWA or a CWA local affiliate (a "Verizon/GTE-Union employee") shall be entitled to be on leave of absence status from Verizon/GTE. While on such leave status, the Verizon/GTE-Union employee shall continue to accumulate seniority and shall retain return rights to the bargaining unit.
2. While on leave of absence status, a Verizon/GTE-Union employee shall accrue Accredited Service under the Verizon/GTE Pension Plan in which the employee actively participated while a bargaining unit employee until either:
 - a. The Verizon/GTE-Union employee ends his/her full-time employment with the CWA or a local affiliate; or

- b. The Verizon/GTE-Union employee retires from Verizon/GTE or otherwise affirmatively relinquishes his/her leave of absence; or
 - c. The aggregate length of all such leaves of absence equals fifteen (15) years.
 - i. Effective January 1, 2002 the aggregate length of all such leaves of absence equals eighteen (18) years.
 - ii. Effective January 1, 2004 the aggregate length of all such leaves of absence equals twenty (20) years.
3. This provision will apply retroactively, providing that to be eligible for retroactive leave of absence status and pension benefit credits as described hereinabove, the Verizon/GTE-Union employee must have been a current full-time CWA or local affiliate employee on March 1, 2000, and must not have as of that date retired or received a voluntary separation benefit from Verizon/GTE.
4. In the event that any court of competent jurisdiction finds this Agreement to be unlawful, it shall be null and void as of the date of its execution, but Verizon/GTE and the CWA will immediately negotiate in good faith to provide the most equivalent lawful benefit for Verizon/GTE-Union employees.

MEMORANDUM OF AGREEMENT

Between

THE VERIZON/GTE COMPANIES

And

COMMUNICATIONS WORKERS OF AMERICA
(CWA)

SERVICE AND SENIORITY RECOGNITION

WHEREAS the Communications Workers of America, AFL-CIO (hereafter "CWA" or "the Union") and Verizon Communications companies which were subsidiaries of the former GTE Corporation (hereafter the "Verizon/GTE Companies" or "the Companies" or "the Company") have collective bargaining relationships throughout the United States;

NOW THEREFORE THE VERIZON/GTE COMPANIES AND CWA agree as follows:

SERVICE RECOGNITION

1. Effective with the merger of fGTE and the former Bell Atlantic (fBA) on June 30, 2000, all service will be recognized prospectively at all "affiliate" companies for retirement eligibility and vesting purposes.
2. Effective January 1, 2002 any service previously recognized by pre-merger fBA for Net Credited Service (NCS) and ERISA Service of at least 1000 hours will be recognized by the fGTE "affiliate" companies for eligibility and vesting in pension plans (but not for calculation of pension benefits) and for eligibility for health and welfare plans and retiree medical plans.
3. Effective January 1, 2002 Verizon (fGTE) will recognize service for pension eligibility and vesting purposes (but not for calculation of pension benefits), for eligibility for health and welfare plans, and for retiree medical plans that meets the definition of eligible Portability service as described briefly below:
 - The employee must have been working at a Portability Company on December 31, 1983.
 - The employee had to be a non-supervisory employee (or a supervisory employee with a base pay of \$50,000 or less) on December 31, 1983 and at termination. The pay limit is adjusted monthly for inflation and it is based on the Consumer Price Index (CPI).
 - The employee must not have elected to waive Portability treatment at any point in their career at any company.

4. Individuals who are subsequently rehired will be eligible for recognition of prior service, as identified in paragraphs 1, 2 and 3 above, upon completion of 1,000 hours of continuous active service.
5. Employees will have until February 1, 2002 to request a review of prior service—subject to research and verification of employee records. In the event the employee's request is received after February 1, 2002, bridging will be effective upon verification.

SENIORITY RECOGNITION

Effective January 1, 2002 it is further agreed that all service recognized for pension and vesting eligibility and health and welfare benefits is recognized by all parties to this Agreement for seniority purposes for all represented employees subject to the following conditions:

1. Service, as defined in this Memorandum of Agreement, with a Verizon Company that is earned while the employee is represented by the Communications Workers of America is recognized for seniority purposes in all Verizon/CWA collective bargaining agreements covered by this Memorandum of Agreement.
2. Service, as defined in this Memorandum of Agreement, with a Verizon Company that is earned while the employee is represented by a union(s) other than the Communications Workers of America is recognized for seniority purposes in all Verizon/CWA collective bargaining agreements covered by this Memorandum of Agreement where the seniority provisions of that other union(s) are reciprocal.
3. Service, as defined in the Memorandum of Agreement, with a Verizon Company that is earned while the employee is not represented by a union will be recognized for seniority purposes in all Verizon/CWA collective bargaining agreements covered by this Memorandum of Agreement after the employee has been represented by the Communications Workers of America for one year, but in no event earlier than January 1, 2003.

This agreement shall supersede or replace existing relevant provisions and shall be deemed to be incorporated into the existing collective bargaining agreements between the Verizon/GTE Companies and their Communications Workers of America bargaining units.

VERIZON/GTE COMPANIES

Ronald B. Johnson
Director-Labor Relations

Michael T. Metcalf
Vice President-Labor Relations

Date: 1/6/02

COMMUNICATIONS WORKERS OF AMERICA

T. O. Moses
Vice President-Telecommunications

Dina Beaumont
Executive Assistant to the President

Morton Bahr
President

Date: 1/6/02

Attachment A

Verizon California Incorporated
Verizon Florida Incorporated
Verizon Midwest Incorporated
Verizon North Incorporated
Verizon Northwest Incorporated
Verizon South Incorporated
Verizon West Coast Incorporated
Contel of the South, Inc.
Verizon Southwest Incorporated