AT&T – CWA

MOAs
The Pacific Telephone and Telegraph Company (Company) has the responsibility for providing high-quality telephone service to the public. This includes not only the proper functioning of equipment but such things as accuracy, completeness, promptness, courtesy and helpfulness of employees in business transactions with customers. It is agreed by the Company and the Communications Workers of America (Union) that appropriate procedures will be used to meet this obligation.

In addition, the Company and the Union agree that the laws with respect to secrecy of communications must be followed, and that both have an obligation to prevent any acts by employees which tend to perpetrate fraud, violate secrecy or cause loss of revenue.

It is agreed that supervisory monitoring as defined and referred to in CPUC Decision No. 73145 may be used to achieve the above objectives.

As defined, "Supervisory monitoring" is used by telephone companies to train and supervise individual employees in their performance of telephone service assignments.

Under CPUC Decision No. 73145, supervisory monitoring is permitted without notice (i.e., without a "beep tone") when performed without the making of any written notation or any record of the contents, substance, purpose, effect, or meaning of any conversation (which includes the employee's conversation) which may have been heard during said supervisory monitoring.

A person performing supervisory monitoring may not disclose to anyone (including supervisory personnel and the observed employee) any part of any conversation overheard while performing such supervisory monitoring.

The Company is obligated to insure, by proper training and direction of its supervisory people, that supervisory monitoring is properly used. To insure that this is done the Company agrees to train its supervisory people in the implementation of this Agreement covering the use of supervisory monitoring as follows:

a. Record of supervisory monitoring will be made on check-off type summary sheets recording only technical details and manner of job performance. No written notations of a conversation will be made except as absolutely necessary to protect secrecy of communications or to prevent fraud or loss of revenue.

b. When a record of a job discussion between a Traffic or Central Office Manager, or other supervisor and the observed employee is made, it will not include the contents, substance, purpose, effect, or meaning of any observed conversation, unless secrecy of communications, fraud, or loss of revenue is involved. An employee shall be permitted to review his/her personnel record upon his/her request.
c. Supervisory monitoring may be used to determine training needs and to evaluate the grade of service of individual employees. Other supervisory steps, such as training sessions, visual observation, individual discussions and coaching shall be used in addition to supervisory monitoring to evaluate and improve an employee's performance.

d. Employees subject to supervisory monitoring will be so advised.

e. Supervisory monitoring will be done only in the quarters where the employee is working.

This Agreement does not preclude the Union's right of grievance procedure and/or arbitration as set forth in the Agreement between the parties.

This Agreement may be terminated by either party in accordance with the appropriate Collective Bargaining Agreement covering Wages, Hours and Working Conditions for bargaining unit employees represented by the Union.

[Signatures]

Communications Workers of America, AFL-CIO  The Pacific Telephone and Telegraph Company Bell Telephone Company of Nevada

Oct 12, 1971
AGREEMENT BETWEEN PACIFIC BELL/BELL OF NEVADA
AND COMMUNICATIONS WORKERS OF AMERICA

Effective with the first non-expedited arbitration case between Pacific Bell/Bell of Nevada ("Company") and Communications Workers of America ("CWA") after 31 December 1985, the following shall apply:

(1) The parties may mutually agree to utilize transcripts in any given case. In such cases, the total cost for the transcripts, including the arbitrator's copy, shall be borne equally by the parties.

(2) Where not mutually agreed, either party may at its option require the utilization of transcripts as the official record in up to 25% of the non-expedited arbitration cases in any calendar year. In calculating the total number of cases for calendar year 1985, the parties shall include all cases heard between November 1, 1983 and December 31, 1985. If a case is heard in portions of more than one calendar year, it shall be counted in the calendar year in which the first day of hearing occurs. In any of the cases in which transcripts are required pursuant to this section, the total cost for the tran-
scripts, including the arbitrator's copy, shall be borne equally by the parties.

(3) If the parties do not mutually agree to the use of transcripts pursuant to Paragraph 1 above and no party requires a transcript pursuant to Paragraph 2 above, either party may nonetheless order a transcript as the official record provided that party makes it available at the office of the ordering party's attorney of record.

(4) Pursuant to Paragraph 3 above, the transcript will be made available to the non-ordering party's attorney of record or law clerk during normal business hours for the first 10 business days after receipt of the transcript by the ordering party for purposes of proofing for errors, for making handwritten notes, summarizing and/or briefly quoting, but not for copying the transcript.

(5) If unusual circumstances preclude the ability of the non-ordering party's attorney to view the transcript during the first 10 business days after receipt of the transcript, other arrangements for viewing the transcript may be made.

(6) In the event a party who has not ordered a transcript subsequently desires a copy, a copy shall be provided upon payment of one-half the cost of the original transcript and the total cost of the copy.
(7) When only one party desires the transcript pursuant to Paragraph 3 above, only the original of the transcript need be ordered, and it shall be forwarded to the arbitrator along with that party’s brief.

(8) This agreement continues for the duration of the current Labor Agreement between the Company and the CWA and will continue for future Labor Agreements unless notice of termination is given by either of the parties to the other at least 45 days prior to the expiration of the then current Labor Agreement.

[Signatures and dates]
SEP 11 1984

Mr. Ken Croswell  
Assistant to the Vice President, District 9  
Communications Workers of America  
411 Airport Boulevard  
Burlingame, California 94010

Mr. Reid B. Pearce  
Administrative Assistant to the Vice President, District 9  
Communications Workers of America  
6033 West Century Boulevard Suite 600  
Los Angeles, California 90045

Gentlemen:

This letter supersedes our May 11, 1984 (tab 252) letter regarding monitoring. The reference to TPS is changed to TOPS. The agreement will continue to apply to Pacific Bell only. There is no intent to change the agreement which reads as follows:

Our approach to monitoring and productivity measurements will be based on a premise that fosters a work environment that builds on mutual trust and respect and that enhances job satisfaction.

We agree that:

1. Remote monitoring for evaluate purposes will be conducted as follows:

   - Done only when all employees in the work group have been notified by a visual indicator which will be used only when monitoring is taking place.

   - Limited to thirty (30) calls per month for TOPS and fifty (50) for Directory Assistance. Monitoring of an employee will take place on no more than three days per month and will be limited to one monitoring session each day.

   - New employees for three (3) months following initial training may have double that number taken.

   - Coverage of an employee should take place as soon as as possible, but must take place within the same day.

   - No make-up observations will be taken.
Diagnostic monitoring will be done on a parallel basis at the employee's position to identify individual training needs and provide follow-up to ensure training has been effective.

Parallel monitoring for the purpose of verifying the effectiveness of new practices and customer response, etc. will be taken with operator's who agree.

No employee will be dismissed solely as a result of monitoring unless secrecy of communications, fraud, loss of revenue or gross customer abuse is involved.

Service management observations will not be taken.

Good service to customers and enhanced revenue are of equal importance. Productivity measurements will be reviewed with the Union periodically to maximize these objectives.

Monitoring is intended to be used for training and development of operators in order to reach their potential and provide good customer service.

COMMUNICATIONS WORKERS OF AMERICA

Agreed: [Signature]
Assistant to the Vice President, District 9
Date: Sept. 11, 1986

PACIFIC BELL

By: [Signature]
Executive Director - Labor Relations
Date: 9-11-86

Agreed: [Signature]
Administrative Assistant to the Vice President, District 9
Date: 9-11-86
SEP 11 1983

Mr. Ken Croswell
Assistant to the Vice President,
District 9
Communications Workers of America
411 Airport Boulevard
Burlingame, California 94010

Mr. Reid B. Pearce
Administrative Assistant to
the Vice President, District 9
Communications Workers of America
6033 West Century Boulevard
Suite 600
Los Angeles, California 90045

Gentlemen:

This confirms our understanding of Sept. 11, 1986, with respect to pay treatment of certain employees with physical restrictions. This Memorandum cancels and supersedes our letter dated March 29, 1977, regarding the return to work of certain physically restricted employees.

The pay treatment is as follows:

If the rate of pay on the new assignment is lower than that of the employee's former job, the employee will be red circled at the employee's previous rate based on the following table:

<table>
<thead>
<tr>
<th>Net Credited Service</th>
<th>Period of Red Circling</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 6 months</td>
<td>0</td>
</tr>
<tr>
<td>6 months to 2 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>2 years to 5 years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>5 years to 15 years</td>
<td>13 weeks</td>
</tr>
<tr>
<td>15 years to 20 years</td>
<td>26 weeks</td>
</tr>
<tr>
<td>20 years to 25 years</td>
<td>39 weeks</td>
</tr>
<tr>
<td>25 years and over</td>
<td>52 weeks</td>
</tr>
</tbody>
</table>
Employees will continue to receive their progression increases at the higher rate during the period of red circling as well as any general wage increases and team awards that become effective during this time. Where applicable, the team awards will be prorated according to the Team Award Plan.

If at the completion of the period of red circling the physical/medical restrictions still exist, the employee's wage rate will be reduced to the wage rate of the new assignment.

This Memorandum of Agreement will only become effective if the collective bargaining agreement between the parties embodied in the Memorandum of Agreement dated August 1, 1986 is ratified by the Union membership on or before September 12, 1986. If that Memorandum of Agreement is so ratified, this Memorandum of Agreement will become effective and may be terminated by either party by giving thirty (30) days prior written notice to the other party of its intention to terminate this Memorandum of Agreement.

COMMUNICATIONS WORKERS OF AMERICA

Agreed: [Signature]
Assistant to the Vice President, District 9

Date: Sept. 11, 1986

Agreed: [Signature]
Administrative Assistant to the Vice President, District 9

Date: 9-11-86

PACIFIC BELL
NEVADA BELL

By: [Signature]
Executive Director-Labor Relations

Date: 9-11-86
SEP 11 1986

Mr. Ken Croswell
Assistant to the Vice President, District 9
Communications Workers of America
411 Airport Boulevard
Burlingame, California 94010

Mr. Reid B. Pearce
Administrative Assistant to the Vice President, District 9
Communications Workers of America
6033 West Century Boulevard
Suite 600
Los Angeles, California 90045

Gentlemen:

This letter supersedes our prior agreement of August 24, 1983 (old tab 258) regarding scheduling of employees for Sunday plus Four to reflect the current contractual references. This agreement continues and reads as follows:

"Employees defined in Appendix A, Section A1.01, A2.01 and Appendix B, Section B1.01 subparagraphs A and B may voluntarily waive the requirement as stated in Appendix A, Section A1.02J and A2.02I and Appendix B, Section B1.03I to be scheduled for Sunday plus four additional consecutive days.

An employee will be scheduled according to the Sunday plus four additional consecutive days rule unless the employee notifies his/her supervisor of his/her waiver one week prior to the posting of the schedule."

COMMUNICATIONS WORKERS OF AMERICA

Agreed: [Signature]
Assistant to the Vice President, District 9

Date: Sept. 11, 1986

PACIFIC NEVADA BELL

By: [Signature]
Executive Director–Labor Relations

Date: 9-11-86
SEP 17 1986

Mr. Ken Croswell  
Assistant to the Vice President,  
District 9  
Communications Workers of America  
411 Airport Boulevard  
Burlingame, California 94010

Mr. Reid B. Pearce  
Administrative Assistant to  
the Vice President, District 9  
Communications Workers of America  
6033 West Century Boulevard  
Suite 600  
Los Angeles, California 90045

Gentlemen:

This supersedes the previously cancelled letter dated 4/29/83, (old tab 223), regarding payroll deductions for COPE.

The Companies and the Union agree to continue to provide a procedure whereby eligible employees of the Companies may make voluntary contributions through payroll deduction to CWA-COPE, a separately segregated Political Action Committee sponsored by the Union.

The terms of the agreement are:

1. Eligibility to participate in contributions to CWA-COPE through the payroll deduction program, established in accordance with this Agreement, is restricted to those employees of the Company who are certified by the Union as eligible to participate under the Federal Election Campaign Act of 1971 and any applicable state laws.

2. Participation by eligible employees shall be on a voluntary basis and employees shall be so informed by the person soliciting their participation on behalf of the Union.

3. Representatives of the Union may solicit participation of employees who are Union members on Company premises, but such solicitation shall not occur during working hours, with the exception of breaks and lunches, nor in work areas. Any such solicitation shall be limited to small groups of employees and of short duration so as not to disrupt the work place.
4. Employees wishing to participate must complete payroll deduction authorization cards available from a Union representative. Such authorization card shall be in the form attached hereto (Attachment 1). The Union, at its own expense, will supply authorization cards to employees who are eligible to participate. When completed by the employee, the authorization card will be forwarded by the Union to the payroll office appropriate for that employee.

5. Employee deductions shall be in the minimum amount of one dollar ($1.00), or one dollar increments per month. Deductions from employees' pay shall be made once per month.

6. The Company will remit contributions to the Treasurer, CWA-COPE Political Contributions Committee, monthly, following the deduction from the employees' pay. In addition, the Company will transmit monthly, on computer tapes, a list of contributors through payroll deductions showing the contributor's name and amount contributed. An example of this monthly report is attached hereto (Attachment 2). The tape layout is provided in Attachment 3 to detail the various employee information to be transmitted on the tape file.

7. Any employees payroll deduction shall cease upon the occurrence of any of the following:
   a. Termination of a participating employee's employment with the Company.
   b. Retirement of a participating employee.
   c. Transfer of a participating employee out of the bargaining unit.
   d. Receipt in the payroll office of written notice to cancel contributions to CWA-COPE signed by the employee.
   e. Receipt in the payroll office of written notice from the Union that an employee is no longer eligible to participate.
   f. Leave of absence of a participating employee.
   g. Inter-Bell System transfer.

8. Except as otherwise provided herein, deductions shall continue for employees while receiving disability benefits. No deductions will be made for employees receiving payments under the Supplemental Income Protection Plan (SIPP) or the Long-Term Disability (LTD) Plan.
9. The Company will be responsible for all costs and expenses incurred in implementing and maintaining this payroll deduction program which includes the processing of authorizations cards, including changes and cancellations, the monthly processing of deductions and remittances, and the preparation of any reports to the Union.

10. Deductions will begin or change in the first pay period ending in the month following receipt of the authorization. Authorization cards are to be forwarded to the payroll office by the 20th calendar day of a month in order for them to be effective in the month following receipt.

11. For any pay period in which the employee's pay (including sickness or accident disability payments) is not sufficient to permit the deduction for CWA-COPE (which shall be placed next to last in priority for all other authorized deductions) no makeup will be made in any subsequent pay period.

12. The employee's paydraft will carry an indication of the PAC deduction.

13. This agreement is subject to applicable federal, state and local laws and regulations and shall not be placed in effect where prohibited by any such law or regulation.

14. The parties agree that Company assumes no responsibility under this Agreement other than the collection of contributions pursuant to employee authorization of payroll deductions and forwarding of such amounts collected to CWA-COPE. Union agrees to indemnify Company and hold it harmless from all claims or damages of any kind which may arise in connection with the program covered by this agreement. All deduction inquiries will be resolved between employees and Union representatives.

15. The terms of this agreement outlined above are stated herewith for the sole purpose of establishing a Political Action Committee payroll deduction program. The terms of this agreement do not necessarily apply to future payroll deduction agreements between Union and Company.

16. The Union will be responsible for filing required governmental and/or regulatory reports.
17. This agreement shall continue in effect until terminated by either party upon 30 days written notice delivered to the other party.

COMMUNICATIONS WORKERS OF AMERICA

Agreed: [Signature]  
Assistant to the Vice President, District 9  
Date: Sept. 17, 1986  
Agreed: [Signature]  
Administrative Assistant to the Vice President, District 9  
Date: 9-17-86

PACIFIC BELL
NEVADA BELL

By: [Signature]  
Executive Director - Labor Relations  
Date: 9-17-86
TENTATIVE FORMAT OF AUTHORIZATION FORM

Company: Pacific Telephone/Nevada Bell

Social Security Number

Last Name, 1st Initial

Union Local No.

Payroll Code

DOB WRITE IN THESE SPACES

EFFECTIVE DATE AMOUNT INDICATOR

Yr Mo Day

UNION POLITICAL ACTION COMMITTEE AUTHORIZATION

CHECK ONE

NEW Deductions may be in any multiple of one dollar with a sum of...

CHANGE

CANCEL

In accordance with an agreement between the Company and the above-entitled Union, I hereby authorize the Company to deduct from my monthly payroll the amount stated on this form and transmit that amount to the Treasurer of CWA-COPE Political Contributions Committee in conjunction with a joint fund raising project with the AFL-CIO COPE PAC.

This authorization is made voluntarily with the specific understanding that deductions made herein are not conditions of membership in the Union or employment with the Company.

Initial Enrollment Amount $__________

Change my existing Union PAC authorization to the NEW amount of $__________

Cancel my existing Union PAC authorization effective for the first complete month from Accounting's receipt of the cancellation.

EMPLOYEE SIGNATURE, IN INK

SIGNATURE OF UNION REPRESENTATIVE CERTIFYING THAT EMPLOYEE SIGNING THIS FORM IS ELIGIBLE TO PARTICIPATE.

Additional Specifications

Must be some type of two part Form - original to Accounting & an acknowledgment for Union.

Need a Form # assigned

Size = approximately 5 x 8 or smaller

Headquarters Accounting must approve final graphics before form is printed.
COPE CONTRIBUTION PAYROLL DEDUCTION TAPE SUMMARY

(UNION)

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>REGION</th>
<th>(MONTH - YEAR)</th>
</tr>
</thead>
</table>

Beginning Balance (transmitted on tape):

Adjustments to the Tape:

<table>
<thead>
<tr>
<th>Social Security Number</th>
<th>Name</th>
<th>Local</th>
<th>Tape Amount</th>
<th>New Amount</th>
<th>Net Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Net Change:
Ending Balance:

(remittance)

Prepared by: ________________________________

Phone: ________________________________
**TENTATIVE TAPE LAYOUT (CWA-COPE)**

**DETAIL RECORD**

<table>
<thead>
<tr>
<th>POSITION</th>
<th>FIELD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-9</td>
<td>Social Security Number</td>
</tr>
<tr>
<td>10-25</td>
<td>Employee's Surname</td>
</tr>
<tr>
<td>26-39</td>
<td>Employee's Initials</td>
</tr>
<tr>
<td>*40-41</td>
<td>Union Representation Code</td>
</tr>
<tr>
<td>*42-44</td>
<td>Work Location Code</td>
</tr>
<tr>
<td>45-69</td>
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</tr>
<tr>
<td>70-75</td>
<td>Blank</td>
</tr>
<tr>
<td>76-799</td>
<td>Job Title Code</td>
</tr>
<tr>
<td>80-109</td>
<td>Home Address</td>
</tr>
<tr>
<td>110-122</td>
<td>Street Address</td>
</tr>
<tr>
<td>123-124</td>
<td>City</td>
</tr>
<tr>
<td>125-129</td>
<td>State</td>
</tr>
<tr>
<td>130-133</td>
<td>Zip Code</td>
</tr>
<tr>
<td>*134-139</td>
<td>Contribution Amount</td>
</tr>
<tr>
<td>*140-144</td>
<td>Date of Contribution</td>
</tr>
<tr>
<td>145-152</td>
<td>Blank</td>
</tr>
<tr>
<td>153-194</td>
<td>CLLC Code</td>
</tr>
<tr>
<td>*195-202</td>
<td>Blank</td>
</tr>
<tr>
<td></td>
<td>Company Code</td>
</tr>
</tbody>
</table>

* Details to be clarified by Accounting programming staff/Union

**TRAILER RECORD LAYOUT**

<table>
<thead>
<tr>
<th>POSITION</th>
<th>FIELD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-9</td>
<td>Field of nines</td>
</tr>
<tr>
<td>10-64</td>
<td>Blank</td>
</tr>
<tr>
<td>65-71</td>
<td>Amount Remitted</td>
</tr>
<tr>
<td>72-118</td>
<td>Blank</td>
</tr>
<tr>
<td>119-124</td>
<td>File Creation Date</td>
</tr>
<tr>
<td>125-194</td>
<td>Blank</td>
</tr>
<tr>
<td>195-202</td>
<td>Company Code</td>
</tr>
</tbody>
</table>
Ms. Carole M. Sheahan  
Area Director  
District 9  
Communications Workers of America  
411 Airport Boulevard  
Burlingame, CA 94010  

Mr. Reid B. Pearce  
Area Director  
District 9  
Communications Workers of America  
6033 West Century Blvd., Ste. 600  
Los Angeles, CA 90045

Dear Carole and Reid:

This Memorandum of Agreement will confirm our understanding of October 22, 1989, with respect to the Four-Day Workweek. This letter cancels and supersedes the previous Memorandum of Agreement dated September 11, 1986.

The Union and the Companies recognize that in certain administrative work units or work groups it may be beneficial to the employees and in the best interest of the business to establish a four-day schedule as a normal workweek. Accordingly, where the parties involved agree, on a local basis, the number of hours which presently constitute a normal five-day workweek schedule will be scheduled in equal amounts over four consecutive days.

The guidelines for administration of the Four-Day Workweek are attached.

This Memorandum of Agreement will only become effective if the collective bargaining agreement between the parties embodied in the Memorandum of Agreement dated October 22, 1989, is ratified by the Union membership on or before December 1, 1989. If that Memorandum of Agreement is so ratified, this Memorandum of Agreement will become effective and will be subject to termination in accordance with Article 9 of the collective bargaining agreement effective August 6, 1989.

COMMUNICATIONS WORKERS OF AMERICA  
Agreed:  
[Signature]  
Area Director, District 9  
Date: 10-22-89

PACIFIC BELL/NEVADA BELL  
By:  
[Signature]  
Executive Director-Labor Relations  
Date: 10-22-89

Agreed:  
[Signature]  
Area Director, District 9  
Date: 10-22-89

Attachment
FOUR DAY WORKWEEK GUIDELINES

1. Conversion of Eight-Hour Tours to Ten-Hour Tours

   A. Tours may be extended either at the beginning or end of the current tour. For example:

<table>
<thead>
<tr>
<th>Present Eight-Hour Tour</th>
<th>New Ten-Hour Tours</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:00 a.m. - 5:00 p.m.</td>
<td>6:00 a.m. - 5:00 p.m.</td>
</tr>
<tr>
<td></td>
<td>8:00 a.m. - 7:00 p.m.</td>
</tr>
<tr>
<td></td>
<td>7:00 a.m. - 6:00 p.m.</td>
</tr>
<tr>
<td></td>
<td>7:30 a.m. - 6:30 p.m.</td>
</tr>
</tbody>
</table>

   B. Tours shall not be scheduled for two weeks or more starting later than 12 midnight or before 5:00 a.m.

   C. An employee’s shift will not change as the result of conversion to a ten-hour tour. For example:

       A given evening shift begins at 1:00 p.m. and ends at 9:00 p.m. When converting to a ten-hour day and the hours are changed to 11 a.m. to 9:00 p.m., the shift is still considered an evening shift.

   D. Overtime is that time worked in excess of ten (10) hours daily, or time worked in excess of the normal workweek of forty (40) hours. Overtime will be paid for according to Article 5, Section 5.04 of the Contract effective August 6, 1989.

   E. Agreement to schedule hours on a four-day basis will be reached between the manager and local union representative(s) prior to posting such a schedule.

   F. Three (3) consecutive days off will be scheduled in a seven-day period unless the employee volunteers to take the third consecutive day off as a single day in the scheduled week. No fewer than two (2) consecutive days off may be scheduled in a seven-day period.
2. **Shift Differentials**

No shift differential payments shall be made unless such shift differential was being paid prior to implementation of the four-day/ten-hour schedule. Shift differential payments shall be made in accordance with Article 5, Section 5.03 of the Contract effective August 6, 1989.

Examples where shift differentials would be paid or not paid:

<table>
<thead>
<tr>
<th>Present Eight-Hour Tours</th>
<th>New Ten-Hour Tours</th>
<th>Differential</th>
</tr>
</thead>
<tbody>
<tr>
<td>6:00 a.m. - 3:00 p.m.</td>
<td>6:00 a.m. - 5:00 p.m.</td>
<td>No</td>
</tr>
<tr>
<td>7:00 a.m. - 4:00 p.m.</td>
<td>5:00 a.m. - 4:00 p.m.</td>
<td>No</td>
</tr>
<tr>
<td>9:00 a.m. - 6:00 p.m.</td>
<td>9:00 a.m. - 8:00 p.m.</td>
<td>No</td>
</tr>
<tr>
<td>10:00 a.m. - 7:00 p.m.</td>
<td>10:00 a.m. - 9:00 p.m.</td>
<td>No</td>
</tr>
<tr>
<td>11:00 a.m. - 8:00 p.m.</td>
<td>11:00 a.m. - 10:00 p.m.</td>
<td>Yes</td>
</tr>
<tr>
<td>1:00 p.m. - 9:00 p.m.</td>
<td>1:00 p.m. - 11:00 p.m.</td>
<td>Yes</td>
</tr>
</tbody>
</table>

3. **Break Periods and Meal Allowances**

A. Employees shall be allowed three (3) fifteen-minute break periods per day.

B. A meal allowance of $9.00 will be paid to an employee who works twelve (12) but less than sixteen (16) consecutive hours. An additional meal allowance of $9.00 will be paid to an employee who works sixteen (16) or more consecutive hours.

1. When an employee scheduled to work four ten-hour days works on a non-scheduled day, the employee will qualify for meal allowance payment(s) based on the ten-hour day, as described above.

4. **Pay for Vacation, Personal Days Off and Holidays**

A. **Vacations**

1. A vacation week will always equal forty (40) hours of time off scheduled over four (4) days.

2. Vacation weeks taken a day-at-a-time should be converted to hours for administrative purposes. A vacation day will normally be ten (10) hours unless the remaining balance of vacation hours is less than ten (10) hours.
B. Paid Personal Days Off

There are a maximum of six (6) paid Personal Days Off (PDOs) which total forty-eight (48) hours, or four (4) ten-hour days off with eight (8) hours remaining to be taken. A PDO will normally be ten (10) hours unless the remaining balance of PDO hours is less than ten (10) hours.

C. Holidays

An employee’s schedule during a holiday week shall normally be the same as though it were not a holiday week.

1. If the holiday falls on a scheduled day, pay eight (8) hours of holiday pay. If the employee wishes to be paid the remaining two hours, use available vacation or PDO time. If the employee does not wish to be paid, use an unpaid, excused payroll symbol.

2. If a vacation week is scheduled during a holiday week and the holiday falls on a scheduled day, the employee will be entitled to an additional eight (8) hours of PDO time as a compensating day.

3. If the holiday falls on a non-scheduled day, pay eight (8) hours of holiday pay.

4. If deemed appropriate by management, the employee’s scheduled vacation week may be changed from a four-day/ten-hour schedule to a five-day/eight hour schedule.

5. Other Time Off

A. In groups where four (4) ten-hour days are scheduled, approved absence time, up to ten (10) hours per day, shall be treated in accordance with the Contract effective August 6, 1989.

B. An employee may be excused for Union activity time and paid, if appropriate, for up to ten (10) hours for the day. Such time off for Union activity should be administered in accordance with Article 3 of the Contract effective August 6, 1989.

C. Employees will be returned to a five-day workweek when they are scheduled for military service. This assures proper pay treatment for the employee while on military duty.

D. Sickness during the first week of absence will be paid in accordance with Article 5, Sections 5.01F, 5.01G and 5.01H of the Contract effective August 6, 1989. An employee who is eligible for sickness absence payments will receive ten (10) hours of pay if the employee is sick on a scheduled ten-hour day.
FOUR-DAY WORKWEEK
Questions and Answers

Q1. What is the definition of an administrative work unit or work group for purposes of the four-day workweek?

A1. The Companies will determine the work group for purposes of implementing the four-day workweek. The work group should be as small as possible, with due regard to the needs of the service.

Q2. Can either the Companies or the Union unilaterally impose the four-day workweek?

A2. Neither party can unilaterally impose it; however, either the Companies or the Union can recommend implementation of the four-day workweek in a particular work group. It can be implemented once the manager and the local Union president or their designated representatives have agreed.

Q3. What if the four-day workweek is implemented and then either party wishes to discontinue its use?

A3. The parties have agreed that once the decision is made to implement the four-day workweek, it will be utilized for a minimum of three (3) months. After that time, either party can choose to discontinue its use.

Q4. How are sickness benefits administered for employees on the four-day workweek?

A4. Benefits will be paid based on the four-day ten-hour workweek pattern as scheduled.

Q5. Are employees on the four-day workweek required to work a full ten-hour day?

A5. Yes. All employees on the four-day workweek must work the full ten hours in order to receive ten hours of pay.

Q6. What are some of the benefits of the four-day workweek?

A6. Many employees are interested in having three days off each week. There may also be opportunities for savings to employees in the costs of child care, commuting expense and other expenses associated with employment.

There may also be opportunities for the Companies' to better serve their customers by taking advantage of extended hours during fair weather and periods of longer daylight hours.
Ms. Carole M. Sheahan  
Area Director  
District 9  
Communications Workers of America  
411 Airport Boulevard  
Burlingame, CA 94010  

Mr. Reid B. Pearce  
Area Director  
District 9  
Communications Workers of America  
6033 West Century Blvd., Suite 600  
Los Angeles, CA 90045  

Dear Carole and Reid:

This Memorandum of Agreement confirms our understanding of October 22, 1969, regarding Extended Health Care coverage.

An employee who is not eligible for a service pension and whose employment is terminated as a result of layoff or who elects to leave the service of the Companies under the provisions of the Voluntary Income Security Benefits Plan, will be eligible for extended coverage for up to eighteen (18) months under the Companies' medical, dental and vision plans.

Payment For Coverage

The first few months of Extended Health Care coverage may be paid by the Companies depending upon the length of the employee's net credited service (NCS). The employee will be responsible for paying the premiums for Extended Health Care coverage for the number of months illustrated in the following chart:

<table>
<thead>
<tr>
<th>NCS</th>
<th>COMPANY PAYS</th>
<th>EMPLOYEE PAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 years or more</td>
<td>6 months</td>
<td>12 months</td>
</tr>
<tr>
<td>1 year but less than 5 years</td>
<td>3 months</td>
<td>15 months</td>
</tr>
<tr>
<td>Less than 1 year</td>
<td>0 months</td>
<td>18 months</td>
</tr>
</tbody>
</table>

Extended Health Care coverage will be on the same basis and in the same amount to which the employee was entitled immediately prior to leaving the service of the Companies. (No additional dependents may be added after termination.) If during the period of any Extended Health Care coverage, the health care coverage is changed for employees who remain on the payroll, the same changes will be applied to persons participating in this Extended Health Care coverage program.
This Memorandum of Agreement will only become effective if the collective bargaining agreement between the parties embodied in the Memorandum of Agreement dated October 22, 1989, is ratified by the Union membership on or before December 1, 1989. If that Memorandum of Agreement is so ratified, this Memorandum of Agreement will become effective and will be subject to termination in accordance with Article 9 of the collective bargaining agreement effective August 6, 1989.

COMMUNICATIONS WORKERS OF AMERICA

Agreed: [Signature]
Area Director, District 9

Date: 10-22-89

PACIFIC BELL/NEVADA BELL

By: [Signature]
Executive Director - Labor Relations

Date: 10-22-89

Agreed: [Signature]
Area Director, District 9

Date: 10-22-89
Dear Carole and Reid:

This Memorandum of Agreement will confirm our understanding of October 22, 1989, regarding the procedures for adjudication of non-salaried wage schedule disputes by a Neutral Third Party.

The following procedures will be used in disputes arising from wage schedule decisions made by the Companies together with Article 4, Section 4.01 of the 1989 CWA Contract.

1. The Union may submit for hearing only those wage schedule decisions for which the Union has received written notification of the Companies' decision as required by Article 4 of the collective bargaining agreement between the parties, effective August 3, 1985 or August 6, 1989. Disputes involving wage schedule decisions issued by the Companies under Article 30 of the 1983 collective bargaining agreement shall likewise be eligible for handling under these procedures.

2. Unless otherwise agreed by the parties, disputes will be heard in chronological order, with the oldest cases heard first, based on the date the Union received written notification of the Companies' wage schedule decision.

3. In all disputes regarding the results of a wage schedule decision, the description of tasks and duties of the involved position(s) developed by the Companies shall be the basis for review by the Neutral Third Party under this procedure.

4. Each party shall be represented at the hearing by not more than one person, who will present the case of that party and who will conduct all questioning and make all arguments for that party, and who shall have authority to enter into stipulations governing procedure, law and facts.
The spokesperson for the Companies will normally be a Staff Manager-Labor Relations. The spokesperson for the Union will normally be an Area Representative-CWA District 9. When the parties mutually agree, the parties may use attorneys for the hearing before the Neutral Third Party.

5. The representatives of the parties are encouraged, but not required, to present the Neutral Third Party with a brief written statement of the issue, the facts and the arguments in support of their respective positions. If such statement is not presented in written form, it shall be presented orally at the beginning of the hearing.

6. The hearing will be informal without rules of evidence and without a transcript. However, the Neutral Third Party shall be satisfied that the evidence submitted is a type on which the Neutral Third Party can rely, that the hearing is fair in all respects and that all reasonably obtainable facts necessary to a fair settlement are brought before the Neutral Third Party.

All questions of procedure and evidence not covered by these guidelines or by agreement between the parties shall be determined by the Neutral Third Party.

7. All witnesses who testify at the hearing shall be sworn or shall make an affirmation. All witnesses may be cross-examined and may be re-examined by both parties.

8. Unless otherwise directed by the Neutral Third Party, the order of presentation at the hearing shall be as follows:

After preliminary matters have been addressed:

- The Companies may make an opening statement and thereafter the Union may make an opening statement.
- The Companies will then present its evidence, after which the Union will present its evidence.
- At the close of the Union’s evidence, the Companies may present rebutting evidence, following which the Union may present sur rebutting evidence.

9. Each exhibit introduced by a party shall be filed with the Neutral Third Party. A copy of each exhibit shall be provided to the other party. Unless the representatives of the Companies and the Union agree otherwise, the Neutral Third Party may retain copies of all exhibits submitted during the hearing.

10. At the conclusion of the hearing, either or both parties may present a closing argument.
11. Each party may submit a short written summary of the issues raised at the hearing and arguments supporting its position within five (5) working days after the hearing.

The Neutral Third Party will render a written decision within ten (10) working days after receiving the briefs or, if no briefs are submitted within (15) working days after the hearing.

12. The decision of the Neutral Third Party, within his/her defined authority, shall be final and binding on all parties, but will not constitute a precedent for other cases or problems and may not be cited or used as a precedent in any other arbitration proceedings or any other hearings between the parties.

13. The Companies shall under no circumstances be liable for back pay for more than six (6) months after the date the Union was informed in writing of the results of the Companies' wage schedule decision pursuant to Section 4.01A.

The employee group subject to the remedy prescribed by the Neutral Third Party shall be the employee group specified in the Companies' written notification to the Union informing the Union of the Companies' wage schedule decision pursuant to Section 4.01A.

14. The compensation and expenses of the Neutral Third Party will be shared equally by the Companies and the Union. The Companies and the Union shall each bear the compensation and expenses of their respective representatives and witnesses.

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COMMUNICATIONS WORKERS OF AMERICA

Agreed: [Signature]
Area Director, District 9

Date: 10-22-89

PACIFIC BELL/NEVADA BELL

By: [Signature]
Executive Director - Labor Relations

Date: 10-22-89
Dear Carole and Reid:

This Memorandum of Agreement will confirm our understanding of October 22, 1989, regarding pay treatment for Pacific Bell/Nevada Bell employees who are reclassified after ratification by the Companies, under the provisions of Article 4, during the life of the 1989 collective bargaining agreement.

UPGRADES:

- If a position is upgraded due to the job evaluation process, the incumbent(s) will be reclassified to the higher wage schedule with the appropriate title.

- The upgrade will normally be effective with the first payroll period following notification to the Union and the involved department.

- The reclassification of employees, and associated pay treatment, will not be retroactive.

DOWNGRADES:

- If a position is downgraded due to the job evaluation process, the incumbent(s) will be reclassified to the lower wage schedule with the appropriate title.

- The downgrade will normally be effective with the first payroll period following notification to the Union and the involved department.

- Employees who are downgraded will receive pay treatment according to the Job Evaluation Transition Pay Plan Schedule shown on the attachment.
If the downgraded employee who is receiving Job Evaluation Transition Pay Plan (JETPP) treatment declines an offer for a commutable job at the same wage schedule from which he or she was downgraded or a commutable job at a higher wage schedule than that from which he or she was downgraded, the employee shall revert to the normal Reassignment Pay Protection Plan (RPPP) treatment appropriate to his or her net credited service effective with the declination of the job offer and is no longer eligible for JETPP treatment. The number of weeks the employee has received JETPP payments will be deducted from the number of weeks he or she is entitled to under RPPP based on his or her net credited service to determine eligibility for any further RPPP payments.

If the downgraded employee, who is receiving JETPP treatment, is subsequently upgraded to a job which is at a wage schedule higher than their present job but lower than the wage schedule from which he or she was downgraded, his or her JETPP treatment will be recalculated based on the new upgraded wage rate. A new JETPP difference will be calculated by subtracting the new upgraded wage from his or her existing wage and this difference will be reduced in three, two, or one equal remaining parts depending on the number of wage reductions that had occurred by the time of upgrade.

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COMMUNICATIONS WORKERS OF AMERICA

Agreed: [Signature]
Area Director, District 9

Date: 10-22-89

PACIFIC BELL/NEVADA BELL

By: [Signature]
Executive Director - Labor Relations

Date: 10-22-89

Agreed: [Signature]
Area Director, District 9

Date: 10-22-89
JOB EVALUATION TRANSITION PAY PLAN (JETPP)

(Applicable To Employees Downgraded After Contract Ratification)

<table>
<thead>
<tr>
<th>WEEKS</th>
<th>WAGE REDUCTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 through 160</td>
<td>none</td>
</tr>
<tr>
<td>161 through 164</td>
<td>1/3</td>
</tr>
<tr>
<td>165 through 168</td>
<td>2/3</td>
</tr>
<tr>
<td>169 &amp; thereafter</td>
<td>full</td>
</tr>
</tbody>
</table>

- **WAGE TREATMENT**

  An employee whose pay is being protected under the JETPP will have his or her wages frozen until such time as the wages of the schedule/step applicable to the employee's **new title** increased to equal or exceed the employee's wages at the time of reclassification and/or the employee's wages at the old title have reduced to those applicable to the new title through application of this transition pay plan.

- **TEAM AWARD**

  Team awards are prorated according to the amount of active service in the former wage schedule and in the wage schedule applicable for the employee's reclassified title.

- **PENSION BAND**

  The pension benefit of an employee reclassified to a job in a lower pension band will continue to be determined for all years of service on the basis of the monthly benefit of the higher band, in effect at the time of reclassification or transfer, until such time as the monthly benefit of the lower band exceeds the monthly benefit of the higher band in effect at the time of reclassification or transfer.

- **OTHER**

  The amount the employee is actually paid is used for purposes such as overtime, life insurance, death benefits, etc.
EXAMPLES OF TRANSITION PAY PLAN APPLICATION

- Metro/Suburban Top Step Wages Rates Used.
- Actual rates have been used for the purpose of the following examples.
  - Actions are assumed to have taken place 10-85.
- All employees receive wage treatment per maximum treatment under the Reassignment Pay Protection Plan (15 or more years of NCS). The proportionate wage reduction will be calculated at the time of the first scheduled reduction which in this example is 11-88.

EXAMPLE: ANALYST POSITION RECLASSIFIED TO STAFF ASSOCIATE

<table>
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<th></th>
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<th>12-88</th>
<th>1-89</th>
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</tr>
<tr>
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</tr>
<tr>
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<td>-83.00</td>
<td>-125.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXAMPLE: ANALYST POSITION RECLASSIFIED TO STAFF ASSOCIATE

1. Pension Band 120 is applicable to the Analyst title in the Metro/Suburban Wage Area.

2. Pension Band 109 is applicable to the Staff Associate title in the Metro/Suburban Wage Area.

3. An Analyst who is reclassified to a Staff Associate will have his or her pension computed under the existing demotion and transfer rules of the Pension Plan.

4. The basic rule of the Pension Plan provides that an Analyst (in this example) who is reclassified to a Staff Associate will have his or her pension protected at the Band 120 value as of August 1989 ($30.86) for past and future service.

5. The employee's pension will continue to be computed at the Band 120 value as of August 1989 until such time as the monthly benefit of the Staff Associate Band 109 exceeds this $30.86.

6. Example: The employee has 20 years of service in Band 120 as of August 1989 and then 10 more years of service after August 1989 on Band 109. The August 1989 value of Band 120 is $30.86 and the value of Band 109 is $22.92. The 30-year pension will be computed at $30.86. If the Band 109 value rises above $30.86 during the 10-year period after August 1989 due to bargained increases, then the full 30-year pension would be computed at the then higher Band 109 value and the employee will receive this higher pension. (A 35% increase will cause the value of Band 109 to exceed $30.86).
Ms. Carole M. Sheahan  
Area Director  
District 9  
Communications Workers of America  
411 Airport Boulevard  
Burlingame, CA  94010  

Mr. Reid B. Pearce  
Area Director  
District 9  
Communications Workers of America  
6033 West Century Blvd., Ste. 600  
Los Angeles, CA  90045  

Dear Carole and Reid:  

This Memorandum of Agreement confirms our understanding of  
October 22, 1989, regarding Leave of Absence Following Expiration of  
Short-Term Disability Benefits.  

Effective March 1, 1990, the Companies’ current practice on leave of  
absence following the expiration of maximum disability benefits will  
be replaced by the following:  

LEAVE OF ABSENCE FOLLOWING EXPIRATION OF SHORT-TERM DISABILITY  
BENEFITS:  

- Near the end of 52 weeks of Short-Term Disability (STD)  
  Benefits, Health Services will determine whether an employee  
  remains disabled and whether it is probable that the employee  
  will be able to return to a job in the appropriate Company  
  (full-time basis) within 1 year.  

- If the employee remains disabled at the expiration of STD  
  benefits and Health Services determines that it is probable  
  that the employee will be able to return to a job in the  
  appropriate Company (full-time basis) within 1 year, Health  
  Services will grant a leave of absence for a period for up to  
  1 year following expiration of STD benefits. The leave is  
  not discretionary; all employees meeting the above criteria  
  will be granted the leave.  

- The leave will be unpaid, but qualified employees can receive  
  Long-Term Disability (LTD) or Disability Pension benefits  
  while on leave.
During the first six months of the leave, the appropriate Company will return an employee, certified by Health Services as capable of performing his/her job on a full-time unrestricted basis, to the same job or one of similar status and pay in the employee's headquarters location.

All other employees who are able to return to work during the leave period with or without medical restrictions will be considered for placement on the same basis as medically-restricted active employees. No vacancies will be created by bumping an incumbent or by creating a make-work job.

At the end of the one (1) year leave, if the employee has not been placed, the employee's re-employment rights expire. Health Services will not grant an extension of the leave beyond the initial 12 month period.

This Memorandum of Agreement will only become effective if the collective bargaining agreement between the parties embodied in the Memorandum of Agreement dated October 22, 1989, is ratified by the Union membership on or before December 1, 1989. If that Memorandum of Agreement is so ratified, this Memorandum of Agreement will become effective and will be subject to termination in accordance with Article 9 of the collective bargaining agreement effective August 6, 1989.

COMMUNICATIONS WORKERS OF AMERICA

Agreed:  
Area Director, District 9

Date: 10-22-89

PACIFIC BELL/NEVADA BELL

By:  
Executive Director - Labor Relations

Date: 10-22-89

COMMUNICATIONS WORKERS OF AMERICA

Agreed:  
Area Director, District 9

Date: 10-22-89
Ms. Carole M. Sheahan  
Area Director  
District 9  
Communications Workers of America  
411 Airport Boulevard  
Burlingame, CA 94010

Mr. Reid B. Pearce  
Area Director  
District 9  
Communications Workers of America  
6033 West Century Blvd., Ste. 600  
Los Angeles, CA 90045

Dear Carole and Reid:

This Memorandum of Agreement confirms our understanding of October 22, 1989, regarding the Long-Term Disability and Disability Pension Plans.

Effective March 1, 1990, the Long-Term Disability (LTD) and the Disability Pension Plans will be amended to include the following:

A. Mandatory Vocational Rehabilitation Program for LTD and Disability Pension:

1. The Companies will determine which employees to refer for Vocational Rehabilitation.

2. The Companies will refer the candidate to a qualified vocational rehabilitation agency or counselor from a panel of agencies and counselors agreed to by both the Companies and the Union for a Vocational Rehabilitation training evaluation.

3. Participation in the Vocational Rehabilitation Program is mandatory; the employee must participate to remain eligible for disability benefits.

4. Where appropriate, the agency or counselor will recommend Vocational Rehabilitation training specific to the employee’s abilities, skills, and interest.

5. The recommended training program will be documented by the agency or counselor and forwarded to Benefits Administration for review/approval.
6. If the Vocational Rehabilitation training program developed by the agency or counselor for the employee is not acceptable to the employee, the employee will be referred, on request, to another agency or counselor from the panel, to develop another program. No employee will be entitled to have more than two programs developed for him/her. If the Companies concur with the programs, the employee must participate in one or the other in order to remain eligible for disability benefits.

7. If the Companies concur with the recommended training program, associated training expenses will be approved up to $20,000. The Vocational Rehabilitation Program must be completed within 24 months from the date the Program begins.

8. Vocational Rehabilitation Programs that began under the Short-Term Disability (STD) Plan may continue under the LTD and Disability Pension Plans. The $20,000 maximum applies to accumulative expenses under the STD, LTD, and Disability Pension Plans.

B. Initial Certification for LTD and Disability Pension Benefits:
   o The initial 12 months of LTD and Disability Pension benefits will be certified by Health Services. Recertification in subsequent years is the responsibility of the Plan Administrator.

C. LTD Integration with Other Benefits:
   o All LTD benefits are integrated with Company, State or Federal disability or retirement benefits, including Workers' Compensation, Social Security, and State Disability Insurance.
D. Establish a Panel of Physicians

A panel of physicians agreed to by both the Company and the Union will be established. If there is a medical dispute between Health Services and the employee's physician regarding a) disability status for initial certification to receive Long-Term Disability (LTD) and Disability Pension benefits or b) prognosis for return to work in connection with a leave following expiration of STD benefits, a physician from the panel will review and conclusively determine such disability status or prognosis.

This Memorandum of Agreement will only become effective if the collective bargaining agreement between the parties embodied in the Memorandum of Agreement dated October 22, 1989, is ratified by the Union membership on or before December 1, 1989. If that Memorandum of Agreement is so ratified, this Memorandum of Agreement will become effective and will be subject to termination in accordance with Article 9 of the collective bargaining agreement effective August 6, 1989.

COMMUNICATIONS WORKERS OF AMERICA

Agreed: [Signature]
Area Director, District 9

Date: 10-22-89

PACIFIC BELL/NEVADA BELL

By: [Signature]
Executive Director - Labor Relations

Date: 10-22-89

Agreed: [Signature]
Area Director, District 9

Date: 10-22-89
September 1, 1999

Mr. James B. Gordon, Jr.
Area Director – District 9
Communications Workers of America
411 Airport Boulevard
Burlingame, CA 94010

Re: Memorandum of Agreement 89-29—Panel of Physicians

Dear Jim:

Memorandum of Agreement 89-29 (attached), Paragraph D established a panel of physicians agreed to by the Union and the Company. This panel is used to resolve medical disputes regarding a) disability status for initial certification to receive Long-Term Disability or b) prognosis for return to work in connection with a leave following expiration of STD benefits.

The current panel of physicians, established in 1989, is no longer viable as many of the physicians on the panel are no longer practicing medicine. Therefore it is necessary to establish a new panel.

Attached for your review and approval is a new panel of physicians.

Please contact me if you have any questions regarding MOA 89-29. Chuck Johnson, Director—Disability Assistance Program is available (415-542-1680) to answer any questions your staff may have regarding the new panel.

Sincerely,

[Signature]

Attachments

cc: Chuck Johnson
Ms. Carole M. Sheahan  
Area Director  
District 9  
Communications Workers of America  
411 Airport Boulevard  
Burlingame, CA 94010

Mr. Reid B. Pearce  
Area Director  
District 9  
Communications Workers of America  
6033 West Century Blvd., Ste. 600  
Los Angeles, CA 90045

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COMMUNICATIONS WORKERS OF AMERICA

Agreed: By:

Area Director, District 9 Executive Director -
Labor Relations

Date: 10-22-89 Date: 10-22-89

PACIFIC BELL/NEVADA BELL

Agreed: 

Area Director, District 9

Date: 10-22-89
September 1, 1999

Mr. James B. Gordon, Jr.
Area Director – District 9
Communications Workers of America
411 Airport Boulevard
Burlingame, CA 94010

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Sincerely,

[Signature]

Attachments

cc: Chuck Johnson
Ms. Carole M. Sheahan  
Area Director  
District 9  
Communications Workers of  
America  
411 Airport Boulevard  
Burlingame, CA 94010

Mr. Reid B. Pearce  
Area Director  
District 9  
Communications Workers of  
America  
6033 West Century Blvd., Ste. 600  
Los Angeles, CA 90045

Dear Carole and Reid:

This Memorandum of Agreement confirms our understanding of  
October 22, 1989, regarding the Long-Term Disability and Disability  
Pension Plans.

Effective March 1, 1990, the Long-Term Disability (LTD) and the  
Disability Pension Plans will be amended to include the following:

A. Mandatory Vocational Rehabilitation Program for LTD and  
Disability Pension:

1. The Companies will determine which employees to refer for  
Vocational Rehabilitation.

2. The Companies will refer the candidate to a qualified  
vocational rehabilitation agency or counselor from a panel  
of agencies and counselors agreed to by both the Companies  
and the Union for a Vocational Rehabilitation training  
evaluation.

3. Participation in the Vocational Rehabilitation Program is  
mandatory; the employee must participate to remain  
eligible for disability benefits.

4. Where appropriate, the agency or counselor will recommend  
Vocational Rehabilitation training specific to the  
employee's abilities, skills, and interest.

5. The recommended training program will be documented by the  
agency or counselor and forwarded to Benefits  
Administration for review/approval.
6. If the Vocational Rehabilitation training program developed by the agency or counselor for the employee is not acceptable to the employee, the employee will be referred, on request, to another agency or counselor from the panel, to develop another program. No employee will be entitled to have more than two programs developed for him/her. If the Companies concur with the programs, the employee must participate in one or the other in order to remain eligible for disability benefits.

7. If the Companies concur with the recommended training program, associated training expenses will be approved up to $20,000. The Vocational Rehabilitation Program must be completed within 24 months from the date the Program begins.

8. Vocational Rehabilitation Programs that began under the Short-Term Disability (STD) Plan may continue under the LTD and Disability Pension Plans. The $20,000 maximum applies to accumulative expenses under the STD, LTD, and Disability Pension Plans.

B. Initial Certification for LTD and Disability Pension Benefits:

- The initial 12 months of LTD and Disability Pension benefits will be certified by Health Services. Recertification in subsequent years is the responsibility of the Plan Administrator.

C. LTD Integration with Other Benefits:

- All LTD benefits are integrated with Company, State or Federal disability or retirement benefits, including Workers' Compensation, Social Security, and State Disability Insurance.
D. Establish a Panel of Physicians

- A panel of physicians agreed to by both the Company and the Union will be established. If there is a medical dispute between Health Services and the employee's physician regarding a) disability status for initial certification to receive Long-Term Disability (LTD) and Disability Pension benefits or b) prognosis for return to work in connection with a leave following expiration of STD benefits, a physician from the panel will review and conclusively determine such disability status or prognosis.

This Memorandum of Agreement will only become effective if the collective bargaining agreement between the parties embodied in the Memorandum of Agreement dated October 22, 1989, is ratified by the Union membership on or before December 1, 1989. If that Memorandum of Agreement is so ratified, this Memorandum of Agreement will become effective and will be subject to termination in accordance with Article 9 of the collective bargaining agreement effective August 6, 1989.

COMMUNICATIONS WORKERS OF AMERICA

PACIFIC BELL/NEVADA BELL

Agreed: [Signature] [Name]
Area Director, District 9

By: [Signature] [Name]
Executive Director - Labor Relations

Date: 10-22-89

Date: 10-22-89

Agreed: [Signature] [Name]
Area Director, District 9

Date: 10-22-89
PROPOSED PANEL OF PHYSICIANS
FOR COMPREHENSIVE DISABILITY PLAN
NORTHERN CALIFORNIA

**Internal Medicine**

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San Francisco, CA  
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Director of Clinical Programs

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(714) 972-1155
The attached Proposed Panels of Physicians are being presented to the CWA for their concurrence in keeping with Memorandum 89-29, dated October 22, 1989. Specifically, these panels are in response to paragraph D; which states that a mutually agreed upon panel needs to be in place to resolve medical disputes in cases of Long Term Disability (LTD) certification. In keeping with past practices, the panels have been divided into three categories: Medical – Northern California and Southern California, and Mental.

The Disability Assistance Program (DAP) is submitting these panels for concurrence at this time as a result of a recent review they performed of the existing panels. In that review, they discovered that all but two or three of the panel members had retired or died. The deterioration of the panels is in part due to the infrequency of its use. In order to avoid this in the future, we believe the panels should be reviewed every five years and revised as necessary. We would like your concurrence with that proposal as well as on the panels themselves.

If you are in agreement with the panels and the review cycle as presented, please sign this document and return it. Should you have any questions regarding any aspects of this proposal, or wish to challenge any of the proposed panel members please call me.

SIGNED

Communications Workers of America

Agreed: ____________________________

Date: ____________________________

Pacific Bell/Nevada Bell

By: ____________________________

Date: ____________________________
October 21, 1999

Mr. Jim K. Beck, Executive Director
Pacific Bell - Labor Relations
2600 Camino Ramon, Room 2N050
San Ramon, CA 94583-5000

Dear Jim:

RE: Memorandum or Agreement 89-29 - Panel of Physicians
Your letter dated September 1, 1999

Returned to you is the Proposed Panel of Physicians for Comprehensive Disability Plan, Southern California, regarding MOA 89-29, which you forwarded to me requesting CWA concurrence. I have complied with your request; therefore, please send me a fully executed copy in return. Thank you.

Sincerely,

[Signature]

James B. Gordon, Jr.
Area Director - NCN&H

JBG:ty

Atts.
November 3, 1999

Mr. James B. Gordon, Jr.
Area Director – NCN&H
Communications Workers of America
411 Airport Blvd
Burlingame, CA 94010

RE: Panel of Physicians

Dear Jim:

This is to confirm our agreement to adopt the attached panel of physicians in keeping with Memorandum of Agreement 89-29, Paragraph D, dated October 22, 1989.

As we discussed the attached panel will immediately replace the existing panel of physicians to resolve medical disputes in initial certification of Long Term Disability cases.

Communications Workers of America
Agreed: [Signature]
James B. Gordon, Jr.
Area Director – NCN&H
CWA District 9
Date: 11/3/99

Pacific Bell/Nevada Bell
Agreed: [Signature]
James K. Beck
Executive Director
Labor Relations
Date: 11-3-99
PROPOSED PANEL OF PHYSICIANS
FOR COMPREHENSIVE DISABILITY PLAN
NORTHERN CALIFORNIA

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Michael Z. Mekjian, Ph.D.
11973 SanVincente Blvd., Suite 205
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(310) 471-2721
November 3, 1999

Mr. James B. Gordon, Jr.
Area Director – NCN&H
Communications Workers of America
411 Airport Blvd
Burlingame, CA 94010

RE: Panel of Physicians

Dear Jan:

This is to confirm our agreement to adopt the attached panel of physicians in keeping with Memorandum of Agreement 89-29, Paragraph D, dated October 22, 1989.

As we discussed the attached panel will immediately replace the existing panel of physicians to resolve medical disputes in initial certification of Long Term Disability cases.

Communications Workers of America

Agreed:

James B. Gordon, Jr.
Area Director, NCN&H
CWA District 9

Date: 11/2/99

Pacific Bell/Nevada Bell

Agreed: [Signature]

James K. Beck
Executive Director
Labor Relations

Date: 11-1-99
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(310) 471-2721
Memorandum of Agreement
Appendix E
Addendum to MOA 89-29

The Companies and the Union agree that MOA 89-29 (Long Term Disability) applies to Appendix E employees.

Effective date/language: With ratification

Termination date/language: With expiration of the 2016 Collective Bargaining Agreement

Applies to:

Pacific Bell Telephone Company
(Except Appendix E) ___ SBC Global Services, Inc. ___

Nevada Bell Telephone Company
(Except Appendix E) ___ Appendix E ___

AT&T Services, Inc. ___

Communications Workers of America

Agreed:  Ellen West
Ellen West
Area Director - CWA
Date:  10-14-2017

AT&T West

Agreed:  Jon Ireland
Jon Ireland
Director - Labor Relations
Date:  9/14/2017
Ms. Carole M. Sheahan  
Area Director  
District 9  
Communications Workers of America  
411 Airport Boulevard  
Burlingame, CA  94010

Mr. Reid B. Pearce  
Area Director  
District 9  
Communications Workers of America  
6033 West Century Blvd., Ste. 600  
Los Angeles, CA  90045

Dear Carole and Reid:

This Memorandum of Agreement confirms our understanding of October 22, 1989, regarding the application of the Wage Credit practice, and supersedes our October 23, 1986 letter regarding the application of the Wage Credit Practice.

With the sole exception of the application of wage credit to the title of Operator which is governed by a separate Memorandum of Agreement, the application of wage credit will be governed by the terms of Attachment one.

This Memorandum of Agreement will only become effective if the collective bargaining agreement between the parties embodied in the Memorandum of Agreement dated October 22, 1989, is ratified by the Union membership on or before December 1, 1989. If that Memorandum of Agreement is so ratified, this Memorandum of Agreement will become effective and will be subject to termination in accordance with Article 9 of the collective bargaining agreement effective August 6, 1989.

COMMUNICATIONS WORKERS OF AMERICA

Agreed:  
Area Director, District 9

Date:  10-22-89

PACIFIC BELL/NEVADA BELL

By:  
Executive Director - Labor Relations

Date:  10-22-89

Agreed:  
Area Director, District 9

Date:  10-22-89
## WAGE CREDIT PRACTICE

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### Attachment A

| I. Industry matrix of related Pacific/Nevada Bell jobs | 11 |
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PART A

GENERAL

I. Purpose

a. This Practice shall be used to administer Article 5, Section 5.01E of the Contract and to establish the starting wage rate for applicants who have previous Pacific Bell/Nevada Bell work experience, military service, academic or technical training, typing or keypunch skills useful to the Companies.

B. Wage credit shall be granted only as specifically permitted by this practice.

C. The Practice must be applied equally to all regular, term and temporary (full-time and part-time) employees. In applying these practices, care should be taken to avoid inconsistency and disparity of treatment and careful consideration should be given to the total worth of the applicant to the Company. All decisions shall be made by the Employment Offices. All decisions are subject to the grievance and arbitration procedure. An authorized representative from Employment may act as a source of information as to how the wage credit decision was reached.

II. Application

Within the limits described in this Practice and Article 5, Section 5.01E of the Contract, wage credit will be granted to all employees represented by the Union.

III. Deviations From Provisions of This Practice

Wage credit shall be granted to all applicants for employment and transfer as specifically provided in this practice. No deviation or exception from the provisions of this practice is authorized or permitted.
I. Applicants Entering Into Assignments Requiring Typing or Keypunch Skills

A. Applicants hired into any job within the geographical boundaries of Los Angeles Sector, Bay Sector, Sacramento, Orange County and San Diego requiring Class A or Class B performance on typing and DEST tests or a verifiable keypunch certificate shall be granted wage credit. All employees granted wage credit shall be placed on Step 5 of the appropriate wage schedule.

(Typing tests are usually required for semi-skilled clerical jobs including: Clerical typist positions and Stenographic positions. Typing tests are usually not required for positions requiring operation of a CRT terminal.)

B. Employees transferred to any job within the geographical boundaries of Los Angeles Sector, Bay Sector, Sacramento, Orange County and San Diego requiring Class A or Class B performance on typing and DEST tests or a verifiable Keypunch certificate shall also be placed on the appropriate wage schedule using whichever procedure below provides the more favorable wage treatment:

1. Use the Wage Administrative Practice provided in the Contract,

   OR

2. Place the employee on Step 5 of the appropriate wage schedule.

   None of the above steps should be combined.
II. Applicants With Previous Industry or Military Work Experience

A. Wage Credit for previous directly related work experience

1. Work experience for which Wage Credit is given at the time of hiring:

a. Wage credit shall be granted at the time of hiring when the applicant for employment has had previous industry or military work experience that is directly and immediately usable in one of the following positions:

- Building Mechanic
- Building Specialist
- Combination Technician
- Communications Technician
- Communications Technician-ESS
- Company Telecommunication Technician
- Equipment Specialist
- Garage Mechanic
- Outside Plant Technician
- Service Representative
- Services Technician
- Splicing Technician
- Systems Technician
- Testing Technician

b. Work experience wage credit will not be granted for jobs other than those listed above.

c. "Directly related" work experience is defined as work experience which enables the applicant to possess proficiency in the majority of skills required to perform a given job. Directly related work experience should significantly reduce the amount of training time (formal classroom and on-the-job training) required in order for the applicant to become proficient in this new job.
d. "Directly related" work experience is defined by job title on the matrices in Attachment A. These matrices are broken down into the following categories:

1) Industry Experience
2) Military Experience

These matrices should be used as a guide and an indication of the type of experience for which wage credit should be granted.

e. Directly-related skills for craft jobs are those job functions which emphasize the overall installation, repair and maintenance of electrical/electronic and/or mechanical devices. These skills are the most closely related skills to Telecommunication skills and are the ones for which wage credit should be granted. Work experience involving the operation or assembly of these devices does not qualify the person to have the necessary technical background of benefit to the Company, therefore wage credit is not appropriate for operation or assembly experience.

2. Verification of Previous Work Experience

Previous work experience must be verified within 60 days of hire or transfer. Applicants may be asked to provide the necessary information in order to substantiate wage credit, and credit may be withheld until this information is provided.

3. Requests for Adjustments to Wage Credit Calculations

All applicants who are considered for wage credit will receive a copy of the wage credit calculation at the time of hire or transfer. No requests for wage credit adjustments shall be accepted beyond 60 days of date of hire/transfer.

4. Manner of Determining Wage Credit

a. No wage credit shall be given for any single period of work experience of less than six continuous months.

b. No wage credit shall be given for jobs where less than 50% of the job duties are related.

c. The wage credit to be granted shall be 100% of the applicant’s net directly-related industry work experience as long as some portion of such experience occurred within the last 60 months.
d. Full wage credit shall be granted for part-time employment that equates to a minimum of 20 hours per week.

e. Wage credit shall be granted according to the following table:

<table>
<thead>
<tr>
<th>Directly-Related Work Experience Credit</th>
<th>Number of Months Credit on Wage Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 6 months</td>
<td>No Credit</td>
</tr>
<tr>
<td>6 months through 11 months</td>
<td>6 months</td>
</tr>
<tr>
<td>12 months through 17 months</td>
<td>12 months</td>
</tr>
<tr>
<td>18 months through 23 months</td>
<td>18 months</td>
</tr>
<tr>
<td>24 months through 29 months</td>
<td>24 months</td>
</tr>
<tr>
<td>30 months through 35 months</td>
<td>30 months</td>
</tr>
<tr>
<td>36 months through 41 months</td>
<td>36 months</td>
</tr>
<tr>
<td>42 months through 47 months</td>
<td>42 months</td>
</tr>
<tr>
<td>48 months through 53 months</td>
<td>48 months</td>
</tr>
<tr>
<td>54 months through 59 months</td>
<td>54 months</td>
</tr>
<tr>
<td>60 months or more</td>
<td>60 months</td>
</tr>
</tbody>
</table>

The total amount of wage credit should be no better than the wage treatment provided to our current Pacific/Nevada Bell employees.
B. Wage Credit for Technical Training

1. Wage credit for technical training may be granted at the time of hire. Credit will only be granted (per paragraphs 2a and b below) for completed courses of technical training other than high school level when such training is of such a nature that it causes a significant reduction in our training time - formal classroom or on-the-job training. A "completed course of technical training" means completion of a recognized course of study identified below which normally requires full-time attendance at a technical institution. Correspondence courses are not credited.

2. The technical courses (and major concepts taught) for which wage credit is given are segregated below by related jobs.

a. The table below identifies technical courses of study for which wage credit is appropriate for the following titles:

- Combination Technician
- Communications Technician
- Communications Technician-ESS
- Company Telecommunication Technician
- Services Technician
- Splicing Technician
- Systems Technician
- Testing Technician

<table>
<thead>
<tr>
<th>Course Title</th>
<th>Major Concepts Taught</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Electronics</td>
<td>Alternating current (AC), direct current (DC)</td>
</tr>
<tr>
<td>Applied Electronics</td>
<td>Circuit analysis, transistors, oscilloscopes</td>
</tr>
<tr>
<td>Semi-conductors</td>
<td>Solid-state and integrated circuitry</td>
</tr>
<tr>
<td>Digital Circuits</td>
<td>Binary numbers, diodes, boolean algebra</td>
</tr>
</tbody>
</table>
### Directly Related Courses (Continued)

<table>
<thead>
<tr>
<th>Course Title</th>
<th>Major Concepts Taught</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mathematics of Electronics</td>
<td>Electronic formulas, mathematical concepts and applications</td>
</tr>
<tr>
<td>Circuit Analysis</td>
<td>Theory of operation of electronic circuits</td>
</tr>
<tr>
<td>Microprocessors and Microcomputers</td>
<td>Elementary theory and operation of circuits used in microprocessors and microcomputers</td>
</tr>
<tr>
<td>Integrated Circuits</td>
<td>Construction, operation and use of most common circuit boards (IC's)</td>
</tr>
<tr>
<td>Electronic Systems</td>
<td>Circuit theory common to areas of radio, TV, communications and related industries</td>
</tr>
<tr>
<td>Computer Technology</td>
<td>Minicomputer/Microprocessor Operation</td>
</tr>
</tbody>
</table>

b. Wage credit for technical training may be granted at the time of hire for the following completed courses of study and job titles. This course of study should require full-time attendance at a technical institution.

<table>
<thead>
<tr>
<th>Course of Study</th>
<th>Job Titles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automotive Mechanics</td>
<td>Equipment Specialist Garage Mechanic</td>
</tr>
<tr>
<td>Hydraulics</td>
<td>Equipment Specialist Garage Mechanic</td>
</tr>
<tr>
<td>Refrigeration and Air Conditioning</td>
<td>Building Specialist Building Mechanic</td>
</tr>
</tbody>
</table>
3. The wage credit provided should be according to the following table:

**COMPLETED UNITS/HOURS OF TECHNICAL TRAINING OTHER THAN HIGH SCHOOL**

<table>
<thead>
<tr>
<th>If Directly Related</th>
<th>Or Technical training hours are:</th>
<th>The months of credit are:</th>
<th>And the beginning wage step is:</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Semester Units are:</em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 - 5</td>
<td>0 - 107</td>
<td>none</td>
<td>1 (start)</td>
</tr>
<tr>
<td>6 - 11</td>
<td>108 - 215</td>
<td>6</td>
<td>2</td>
</tr>
<tr>
<td>12 - 17</td>
<td>216 - 323</td>
<td>12</td>
<td>3</td>
</tr>
<tr>
<td>18 - 23</td>
<td>324 - 431</td>
<td>18</td>
<td>4</td>
</tr>
<tr>
<td>24 - 29</td>
<td>432 - 539</td>
<td>24</td>
<td>5 (2 years)</td>
</tr>
<tr>
<td>30 - 35</td>
<td>540 - 647</td>
<td>30</td>
<td>6</td>
</tr>
<tr>
<td>36 - 41</td>
<td>648 - 755</td>
<td>36</td>
<td>7</td>
</tr>
<tr>
<td>42 - 47</td>
<td>756 - 863</td>
<td>42</td>
<td>8</td>
</tr>
<tr>
<td>48 or more</td>
<td>864 or more</td>
<td>48</td>
<td>9 (4 years)</td>
</tr>
</tbody>
</table>

*All quarter units of training must be converted to semester units by multiplying such units by .667

4. If the applicant will receive no other wage credit, a maximum of six months wage credit shall be granted for possession of (an) electronics or technical program certificate(s) relative to one of the above courses of study, if this course was completed in under six months. This credit should not be added to any other (military, industry work experience or technical training, etc.) wage credit provided in this practice. The jobs for which this wage credit is granted are limited by area of study as defined in paragraph 2 above.

5. Technical training should be verified promptly. The applicant may be required to supply the necessary information to substantiate wage credit for technical training, and wage credit may be withheld until this information is provided.
III. Wage credit for previous Pacific/Nevada Bell service.

Former Pacific/Nevada Bell employees will receive wage credit if such service occurred within the past 60 months.

IV. Wage Credit for any combination of work experience and technical training

Where wage credit is to be granted for any combination of previous Pacific/Nevada Bell service, related work experience, military service, technical training, etc., this wage credit should be added together, but the total amount of wage credit granted should not be more favorable than wage treatment provided our current Pacific/Nevada Bell employees.

Wage credit for typing or Keypunch certification should not be combined with (added to) any other wage credit detailed in this package.

V. Application of industry work experience and training credit for transferees

Sections I and II of this practice also apply to employees who, via the Upgrade and Transfer Plan, transfer into a job for which wage credit is appropriate (per the rules designated in this practice) but for which they have not previously been assigned credit. Wage credit for a given unit of work experience or training should only be applied once in an employee's career.

The employee may specify when the transfer application is submitted, that wage credit may be appropriate, and the employee may be requested to substantiate this work experience or training. The effective date of this wage credit will be the same as the effective date of the transfer.

Once granted, wage credit should not be subtracted when an employee transfers into a job or location for which this credit is no longer applicable.

VI. Wage Credit to the title of Operator

Rules for granting wage credit to the title of Operator is in a separate Memorandum of Agreement.
I. Industry Matrix of Related Pacific/Nevada Bell Jobs

<table>
<thead>
<tr>
<th>AREA OF WORK</th>
<th>FUNCTIONS AND SOME TYPICAL EXAMPLES OF JOBS</th>
<th>OUTSIDE PLANT SERVICES SPlicing</th>
<th>SYSTEMS TESTING</th>
<th>COMM. TECH.</th>
<th>COMPANY TELECOMM.</th>
</tr>
</thead>
<tbody>
<tr>
<td>BIOMEDICAL</td>
<td>Servicing (repairing &amp; maintaining) electronic equipment used in medical diagnostics and life support.</td>
<td>#</td>
<td>#</td>
<td></td>
<td>#</td>
</tr>
<tr>
<td></td>
<td>Engineering of electronic equipment used in medical diagnostics and life support.</td>
<td>#</td>
<td>#</td>
<td></td>
<td>#</td>
</tr>
<tr>
<td>CABLE TELEVISION (CATV)</td>
<td>Installation activities, e.g., cable TV installer</td>
<td>#</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Repair and maintenance, e.g., of cable TV, e.g., Cable TV Repair Technician</td>
<td>#</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMPUTERS &amp; BUSINESS MACHINES</td>
<td>Repair, maintenance, and field servicing Computer Systems Engineering</td>
<td>#</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONSTRUCTION</td>
<td>Installation and repair of electrical systems, cables and power lines, e.g., Cable Splicer, Electrician &amp; Line Worker</td>
<td>#</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ELECTRICAL</td>
<td>Basic electrical work, e.g., Electrician</td>
<td>#</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

# denotes that wage credit should be granted.

A thorough probe of an individual's background is required to determine if wage credit is applicable.
I. Industry Matrix of Related Pacific/Nevada Bell Jobs

<table>
<thead>
<tr>
<th>AREA OF WORK</th>
<th>FUNCTIONS</th>
<th>OUTSIDE</th>
<th>TEST-</th>
<th>COMM.</th>
<th>COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>AND SOME TYPICAL EXAMPLES OF JOBS</td>
<td>PLANT</td>
<td>SERVICES</td>
<td>SPlicing</td>
<td>SYSTEMS</td>
</tr>
<tr>
<td>ELECTRONICS</td>
<td>Electronic testing, repair/maintenance, research and development, e.g., Electronics Quality Control Technician, Electronics Test Technician, &amp; Electronics Technician</td>
<td>#</td>
<td>#</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RADIO AND BROAD-CASTING</td>
<td>Testing and repair/ maintenance of radio &amp; TV transmitters and audio visual systems, e.g., Broadcast Technician &amp; Radio or TV Engineer</td>
<td>#</td>
<td>#</td>
<td>#</td>
<td></td>
</tr>
<tr>
<td>TELECOMMUNICATIONS, MICROWAVE &amp; OTHER COMMON CARRIERS WORK</td>
<td>Installation, testing, repair and maintenance, including jobs common as well, to our industry as follows:</td>
<td>#</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Line Worker</td>
<td>#</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Station Installation/Repair Worker</td>
<td>#</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cable Splicer</td>
<td>#</td>
<td>#</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PBX Installation/Repair Technician</td>
<td>#</td>
<td>#</td>
<td>#</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Central Office Equipment Technician</td>
<td>#</td>
<td>#</td>
<td>#</td>
<td>#</td>
</tr>
<tr>
<td></td>
<td>Test Equipment Repair Technician</td>
<td>#</td>
<td>#</td>
<td>#</td>
<td>#</td>
</tr>
<tr>
<td></td>
<td>Transmission Microwave Technician</td>
<td>#</td>
<td>#</td>
<td>#</td>
<td>#</td>
</tr>
</tbody>
</table>

# denotes that wage credit should be granted.

A thorough probe of an individual's background is required to determine if wage credit is applicable.
I. Industry Matrix of Related Pacific/Nevada Bell Jobs

<table>
<thead>
<tr>
<th>FUNCTIONS</th>
<th>AREA OF WORK</th>
<th>AND SOME TYPICAL EXAMPLES OF JOBS</th>
<th>SERVICE REPRESENTATIVE</th>
<th>credit should be granted</th>
</tr>
</thead>
<tbody>
<tr>
<td>COLLECTION WORK</td>
<td>Collection Clerk (delinquent accounts) - Agencies, Large Businesses, Retail Stores, etc.)</td>
<td>Secures customer payments on delinquent accounts. Must include talking to customers.</td>
<td>#</td>
<td># denotes that wage credit should be granted</td>
</tr>
<tr>
<td>SALES</td>
<td>Salesperson - Selling products or service on a successful commission basis or selling experience where results were measured by success in influencing a customer to buy.</td>
<td>#</td>
<td></td>
<td></td>
</tr>
<tr>
<td>INDUSTRY</td>
<td>A job where two or more of the following duties equated to at least 50% of the job. - Explain bills &amp; charges - Investigate and resolve customer complaints - Sells services - Collects overdue accounts - Investigation &amp; servicing of accounts.</td>
<td>#</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A thorough probe of an individual's background is required to determine if wage credit is applicable.
I. Industry Matrix of Related Pacific/Nevada Bell Jobs

<table>
<thead>
<tr>
<th>AREA OF WORK</th>
<th>FUNCTIONS AND SOME TYPICAL EXAMPLES OF JOBS</th>
<th>OUTSIDE PLANT TECH.</th>
<th>BUILDING BLDG. TECH.</th>
<th>BUILDING BLDG. MECH.</th>
<th>GARAGE MECH. SPLST.</th>
<th>EQUIP.- REPAIRS</th>
<th>MECH. SPLST.</th>
</tr>
</thead>
</table>
| AUTO MECHANICS | General repair and replacement work on motor vehicles.  
- Tune-ups  
- Manual transmissions  
- Rear end and differentials  
- Power steering and brakes  
- Generators and alternators, etc.  
- Line construction and aerial lift trucks  
- Hydraulics, automatic transmissions and air conditioners  
- Underground equipment, tractors, trailers, bull dozers, etc. | # |
| BUILDING MAINTENANCE/MECHANIC | Minor Building Repairs-  
- Repairs light fixtures, clocks, floor coverings, locks, etc. paints and performs minor plumbing repairs.  
- Installation, repair and maintenance of air conditioning, refrigeration, electrical and heating systems. Also maintains/repairs boilers & plumbing systems. | # |
| REFRIGERATION, AIR CONDITIONING AND HEATING | Installation, repair and maintenance | # |

A thorough probe of an individual's background is required to determine if wage credit is applicable.

-14-
II. Military Matrix of Related Pacific/Nevada Bell Jobs

<table>
<thead>
<tr>
<th>AREA OF WORK</th>
<th>FUNCTIONS AND SOME TYPICAL EXAMPLES OF JOBS</th>
<th>OUTSIDE PLANT TECH.</th>
<th>SERVICES SPlicing TECH.</th>
<th>SYSTEMS TECH.</th>
<th>TEST-ING TECH.</th>
<th>COMPANY TELECOMM.</th>
</tr>
</thead>
<tbody>
<tr>
<td>AVIONICS</td>
<td>Repair and maintenance of aircraft communi-</td>
<td>#</td>
<td>#</td>
<td>#</td>
<td>#</td>
<td>#</td>
</tr>
<tr>
<td></td>
<td>cations systems</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONSTRUCTION</td>
<td>Installation and repair of electrical systems,</td>
<td>#</td>
<td>#</td>
<td>#</td>
<td>#</td>
<td></td>
</tr>
<tr>
<td></td>
<td>power lines, antennas, and cable</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DATA/TELE-</td>
<td>Installation, repair and maintenance of</td>
<td>#</td>
<td>#</td>
<td>#</td>
<td>#</td>
<td>#</td>
</tr>
<tr>
<td>COMMUNI-</td>
<td>analog/digital transmission systems</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CATIONS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ELECTRICAL</td>
<td>Installation, repair and maintenance of</td>
<td>#</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>aircraft, shipboard and field electrical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTE: Electronics-related jobs in the military include basic and usually advanced electronics training. These jobs may be eligible for wage credit on the theory that the employee in these jobs has the necessary skills and aptitude to work in any specialized areas of electronics/communications. Individuals who hold a title as an "operator" (e.g. Radar and Sonar Operator, etc.) do not normally qualify for military wage credit.

A thorough probe of an individual's background is required to determine if wage credit is applicable.
II. Military Matrix of Related Pacific/Nevada Bell Jobs

<table>
<thead>
<tr>
<th>AREA OF WORK</th>
<th>AND SOME TYPICAL EXAMPLES OF JOBS</th>
<th>SERVICES</th>
<th>SPLICING</th>
<th>SYSTEMS</th>
<th>TEST</th>
<th>COMM.</th>
<th>COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>TECH.</td>
<td>TECH.</td>
<td>TECH.</td>
<td>TECH.</td>
<td>TECH.</td>
<td>TELECOM</td>
</tr>
<tr>
<td>ELECTRONICS</td>
<td>Installation, repair and maintenance of various electronic devices</td>
<td>#</td>
<td>#</td>
<td>#</td>
<td>#</td>
<td>#</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RADAR/SONAR</td>
<td>Repair and maintenance of navigational systems</td>
<td>#</td>
<td>#</td>
<td>#</td>
<td>#</td>
<td>#</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RADIO COMMUNICATIONS</td>
<td>Repair and maintenance of various types of radio equipment (HF, VHF, UHF)</td>
<td>#</td>
<td>#</td>
<td>#</td>
<td>#</td>
<td>#</td>
<td></td>
</tr>
</tbody>
</table>

NOTE: Electronics-related jobs in the military include basic and usually advanced electronics training. These jobs may be eligible for wage credit on the theory that the employee in these jobs has the necessary skills and aptitude to work in any specialized areas of electronics/communications. Individuals who hold a title as an "operator" (e.g. Radar and Sonar Operator, etc.) do not normally qualify for military wage credit.

A thorough probe of an individual's background is required to determine if wage credit is applicable.
MEMORANDUM OF AGREEMENT

WORK/FAMILY FUNDING

The Company will provide a new service that will become available to employees on January 1, 1993. The service will be a telephone resource and referral service that employees can access by calling an 800 number. The service will provide advice, consultation, and referrals on a range of family care needs, including child care, elder care, adoption information, and educational information for parents of school-age children.

EFFECTIVE DATE:

January 1, 1993

COVERAGE:

Pacific Bell - Yes
Nevada Bell - Yes

ORIGINAL SIGNED: August 8, 1992
October 21, 1993

Mrs. Lorraine Wetsle  
Assistant to the Vice President  
District 9  
Communications Workers of America  
411 Airport Boulevard  
Burlingame, CA 94010

Re: Scheduling Part-Time Employees on Sunday in the Customer Service Bureau (CSB)

Dear Lorraine:

This Memorandum of Agreement supersedes and cancels our prior Agreement regarding "scheduling part-time employees on Sunday in the Centralized Repair Service Attendant Bureaus (CRSAB)" dated October 22, 1989. The purpose of this superseding MOA is to change the organization's name from CRSAB to CSB (Customer Service Bureau), and reflect the new locations for these organizations.

Part-time employees in the CSBs located in Sacramento, North Hollywood, Oakland and Escondido, will be exempt from scheduling Sunday-plus-four provision as described in Sections A1.02J and A2.02I of the Contract, effective August 9, 1992. This agreement does not preclude exempting full-time employees from the Sunday-plus-four provision in the CSBs through mutual agreement between local management and the Union locals.

This Memorandum of Agreement will become effective upon its signing and will be subject to termination in accordance with Article 10, Section 10.01 of the Collective Bargaining Agreement effective August 9, 1992.

COMMUNICATIONS WORKERS OF AMERICA  
Agreed: Lorraine Wetsle  
Assistant to the Vice President  
District 9

Date: 11/18/93

PACIFIC BELL/NEVADA BELL  
By:  
Executive Director -  
Labor Relations

Date: 11/18/93
November 30, 1993

Mrs. Lorraine M. Wetle  
Assistant to the Vice President  
District 9  
Communications Workers of America  
411 Airport Boulevard  
Burlingame, CA 94010

Re: Memorandum of Agreement Concerning Office Closures

Dear Lorraine:

This Memorandum of Agreement confirms our understanding regarding eligibility for Relocation Expense reimbursement and Reassignment Pay Protection for Regular employees identified by the Companies as being subject to an office closure which the Companies believe may result in a future declaration of surplus under Section 2.06B of the 1992 Contract, but who have not yet been formally declared surplus. Prior to any such identification the involved work group (defined for the purposes of this agreement as regular employees within the same title, consolidated headquarter and VP entity) must have already been offered the Early Retirement Incentive (ERI) Phase II.

Regular employees in the work group identified by the Companies as being subject to an office closure, and who have not yet been formally declared surplus, will be entitled to Relocation Expense reimbursement if they accept a lateral or downgrade non-commutable assignment to a different work group, as defined in Section 2.08 of the 1992 Contract, through the AUTS or mini-transfer process.

Regular employees in the work group identified by the Companies as being subject to an office closure, and who have not yet been formally declared surplus, will be entitled to Reassignment Pay Protection, as defined in Section 2.06B8 of the 1992 Contract, if they accept a downgrade position through the AUTS process.

Regular employees in the work group so identified will not receive any priority consideration within AUTS until they are formally declared surplus as described in Section 2.06B of the 1992 Contract.

Regular employees in the work group so identified shall be entitled to Separation Benefits only if formally declared surplus, or if the Companies deem Separation Benefits appropriate as a force management tool under Section 2.07B of the 1992 Contract.
The Vice Presidential entity (or highest level entity below Officer level) will notify the affected Union Local(s), the Executive Director-Human Resources and the potentially surplus work group of the projected office closure and their eligibility for Relocation Expense reimbursement and Reassignment Pay Protection under this agreement. Labor Relations will notify the National Union in writing.

At any time after notice to a work group of the projected office closure and eligibility for Relocation Expense reimbursement and Reassignment Pay Protection, the VP entity may cancel such eligibility if the office closure is cancelled or if there are work opportunities within the same title, consolidated headquarters and VP entity which the Companies believe negates the need for the projected surplus declaration. The VP entity may cancel such eligibility by notifying the work group, Union Local and Executive Director-Human Resources. Labor Relations will notify the National Union in writing of the cancellation.

None of the determinations of the Companies outlined in this agreement, nor any part of this agreement will be subject to arbitration.

This agreement shall become effective on December 1, 1993, and shall terminate in accord with Article 10, Section 10.01 of the Collective Bargaining Agreement effective August 9, 1992.

COMMUNICATIONS WORKERS OF AMERICA

Agreed: ________________

Assistant to the Vice President-District 9

Date: 12/10/93

PACIFIC BELL
NEVADA BELL

Executive Director
Labor Relations

[Signature]
Memorandum of Agreement
Office Closures MOA 93-06

Currently MOA 93-06 is triggered at the discretion of the Companies. The Companies and the Union agree that the Companies are required to trigger Office Closures MOA 93-06 for office closures of 25 or more employees.

Effective date/language: With ratification
Termination date/language: With expiration of the 2016 Collective Bargaining Agreement

Applies to:

Pacific Bell Telephone Company (Except Appendix E) X SBC Global Services, Inc.
Nevada Bell Telephone Company (Except Appendix E) X Appendix E
AT&T Services, Inc. X

Communications Workers of America
Agreed: Ellen West
Area Director - CWA
Date: 10/14/2017

AT&T West
Agreed: Jon Irelan
Director - Labor Relations
Date: 9/14/2017
November 30, 1993

Mrs. Lorraine M. Wede
Assistant to the Vice President
District 9
Communications Workers of America
411 Airport Boulevard
Burlingame, CA 94010

Re: Memorandum of Agreement Concerning Office Closures

Dear Lorraine:

This Memorandum of Agreement confirms our understanding regarding eligibility for Relocation Expense reimbursement and Reassignment Pay Protection for Regular employees identified by the Companies as being subject to an office closure which the Companies believe may result in a future declaration of surplus under Section 2.06B of the 1992 Contract, but who have not yet been formally declared surplus. Prior to any such identification the involved work group (defined for the purposes of this agreement as regular employees within the same title, consolidated headquarter and VP entity) must have already been offered the Early Retirement Incentive (ERI) Phase II.

Regular employees in the work group identified by the Companies as being subject to an office closure, and who have not yet been formally declared surplus, will be entitled to Relocation Expense reimbursement if they accept a lateral or downgrade non-commutable assignment to a different work group, as defined in Section 2.08 of the 1992 Contract, through the AUTS or mini-transfer process.

Regular employees in the work group identified by the Companies as being subject to an office closure, and who have not yet been formally declared surplus, will be entitled to Reassignment Pay Protection, as defined in Section 2.06B8 of the 1992 Contract, if they accept a downgrade position through the AUTS process.

Regular employees in the work group so identified will not receive any priority consideration within AUTS until they are formally declared surplus as described in Section 2.06B of the 1992 Contract.

Regular employees in the work group so identified shall be entitled to Separation Benefits only if formally declared surplus, or if the Companies deem Separation Benefits appropriate as a force management tool under Section 2.07B of the 1992 Contract.
The Vice Presidential entity (or highest level entity below Officer level) will notify the affected Union Local(s), the Executive Director-Human Resources and the potentially surplus work group of the projected office closure and their eligibility for Relocation Expense reimbursement and Reassignment Pay Protection under this agreement. Labor Relations will notify the National Union in writing.

At any time after notice to a work group of the projected office closure and eligibility for Relocation Expense reimbursement and Reassignment Pay Protection, the VP entity may cancel such eligibility if the office closure is cancelled or if there are work opportunities within the same title, consolidated headquarters and VP entity which the Companies believe negates the need for the projected surplus declaration. The VP entity may cancel such eligibility by notifying the work group, Union Local and Executive Director-Human Resources. Labor Relations will notify the National Union in writing of the cancellation.

None of the determinations of the Companies outlined in this agreement, nor any part of this agreement will be subject to arbitration.

This agreement shall become effective on December 1, 1993, and shall terminate in accord with Article 10, Section 10.01 of the Collective Bargaining Agreement effective August 9, 1992.

COMMUNICATIONS WORKERS OF AMERICA

PACIFIC BELL
NEVADA BELL

Agreed: [Signature]
Assistant to the Vice President-District 9

Date: 12/10/93

[Signature]
Executive Director
Labor Relations
February 9, 1994

Mrs. Lorraine Wetle
Assistant to the Vice President
District 9
Communications Workers of America
411 Airport Boulevard
Burlingame, CA 94010

Re: Family and Medical Leave Act of 1993 (FMLA) and the Amended California Rights Act

Dear Lorraine:

The Companies and the Union agree to this Memorandum of Agreement which modifies the California Family Care Leave and the Nevada Family Care Leave to comply with the Federal Family and Medical Leave Act of 1993 (the "FMLA") and the amended California Family Rights Act, and creates a Family Care Leave which will be applicable to Pacific Bell employees in California and Nevada Bell employees in Nevada.

FAMILY CARE LEAVE

A. Definition of Leave

The Family Care Leave (FCL) is designed to allow employees of the Company a leave of absence for care of Eligible Dependents during periods following birth or placement for adoption or placement for foster care and for care of Eligible Family Members during periods of serious illness.

In addition, an employee may be eligible for a FCL of up to 12 weeks maximum if 1) the employee is unable to "perform the functions" (as that term is used in the FMLA and Department of Labor Regulations) of his/her job due to the employee's own serious illness, 2) the employee is not eligible for Company disability benefits or sickness absence payments and, 3) the Company determines that the employee is entitled to unpaid leave under state or federal law.

B. Eligible Dependents

Eligible Dependents for purposes of this leave are defined as the employee's: children, step-children, adopted children, foster children, legal wards under age 18 or adult dependent children.
C. **Eligible Family Members**

Eligible Family Members for purposes of this leave are defined as the employee's: parents, step-parents, adoptive parents, children, step-children, adopted children, foster children, legal wards under age 18 or adult dependent children, brothers or step-brothers, sisters or step-sisters, husband or wife, grandparents, grandchildren, mother-in-law, father-in-law, as well as other relatives living generally in the same household with the employee.

D. **Eligibility**

**For Eligible Dependents and Eligible Family Members**

- Full-time, part-time, temporary and term employees with six (6) months or more credited service may be eligible for a FCL for care of Eligible Dependents or Eligible Family Members.

- To qualify for leave to care for an Eligible Dependent, the employee must establish by satisfactory proof that:
  1. the employee had a child within the 1 year period immediately prior to the first day of the leave; or
  2. a child was formally placed with the employee for foster care or for adoption within the 1 year period immediately prior to the first day of leave.

- To qualify for leave to care for an Eligible Family Member the employee must furnish satisfactory medical certification of a serious illness of an Eligible Family Member (as defined in C above).

**For Employee's Own Serious Illness:**

- Full-time, part-time, temporary and term employees may be eligible for a FCL of up to 12 weeks maximum if all of the following conditions are met: The employee 1) has worked for the Company for at least one year and for 1,250 hours over the previous 12 months, 2) is unable to "perform the functions" (as that term is used in the FMLA and Department of Labor Regulations) of his/her job due to the employee's own serious illness, 3) is not eligible for Company disability benefits or sickness absence payments and, 4) the Company determines that the employee is entitled to unpaid leave under federal or state law.

E. **Maximum Leave Period**

- **For Eligible Dependents and Eligible Family Members:**
  
The maximum leave period is 12 months within a consecutive 24-month period, commencing on the first day of the initial leave period except to the extent more leave time is required by law. The initial four months of the leave may be
taken in increments of 2 weeks or more. The 8-month balance of the leave must be taken in a single continuous period of time.

- For Employee's Own Serious Illness:
The maximum leave period for an employee’s own serious illness is 12 weeks if the employee meets the requirements specified in D above.

F. Medical/Dental/Vision Coverage

During the initial six months of a FCL to care for "Eligible Dependents" and "Eligible Family Members" the Company will pay its contribution toward Medical, Dental and Vision coverage in accordance with the terms of those benefit plans. Coverage under the plans will be extended beyond the first six months up to the end of the Leave period, at the employee's expense, with no Company contribution, in accordance with the terms of those benefit plans. (Note: This provision applies to a foster child if the foster child has been legally placed for adoption with the employee.)

During the Leave of Absence for an employee's serious illness, the Company will pay its contribution toward Medical, Dental and Vision coverage in accordance with the terms of those benefit plans. (Maximum of 12 weeks.)

G. Service Credit

Employees granted a FCL shall receive service credit for the first 30 days of the Leave, and prior service credit will be recognized, if they return to work immediately after expiration of the leave.

H. Vacation

Employees will be given the option to take their vacation for which they were eligible prior to the beginning of the leave.

I. Reinstatement

Except as described below, an employee granted a FCL shall be entitled to guaranteed reinstatement to the same job or one of equivalent status and pay so long as the employee has applied for reinstatement prior to the end of the requested leave period. If upon application for reinstatement prior to the end of the requested leave period a position of equivalent status and pay for which the employee is qualified is not available, reinstatement may be deferred by the Company, until such position becomes available, but in no case shall reinstatement be deferred beyond the end of the period for which the Family Care Leave was granted.
Reinstatement as provided in this Section shall, however, be subject to Contract provisions which cover adjustments to the work force that may have occurred during the employee's absence on leave.

This Memorandum of Agreement shall become effective on February 5, 1994, and shall terminate in accord with Article 10, Section 10.01 of the Collective Bargaining Agreement effective August 8, 1992.

COMMUNICATIONS WORKERS OF AMERICA

Agreed: [Signature]
Assistant to the Vice President

Date: 1/9/94

PACIFIC BELL/NEVADA BELL

Agreed: [Signature]
Executive Director - Labor Relations

Date: 2/9/94
MEMORANDUM OF AGREEMENT

SPECIAL LEAVE OF ABSENCE AND
TRANSITION LEAVE OF ABSENCE

The Companies will establish a Special Leave of Absence (SLA) and a Transition Leave of Absence (TLA) to be offered to employees in surplus work groups and to be used as a force management tool. Both leaves will be offered when:

- the Companies declare surplus as described in Section 2.06B of the contract. Eligible employees in the surplus work group may elect, in order of seniority, to accept the leave(s) to the extent necessary to relieve the surplus condition.

- the Companies offer Separation Benefits as described in Section 2.07B of the contract as a force management tool. Eligible employees in the affected work group may elect, in order of seniority, to accept the leave(s). The total number of employees who accept the leaves or Separation Benefits shall not exceed the number of employees determined by the Companies to be appropriate.

An employee's election to accept either leave must be in writing and transmitted to the Companies within ten (10) calendar days, including the date of the offer. Employees who accept the SLA may not also accept Separation Benefits.

Special Leave of Absence (SLA)

A) Eligibility - Full-time and part-time employees in a designated work group who have five (5) or more years of service are eligible.

B) Duration of Leave - The minimum leave period is 12 months; the maximum leave period is 24 months. Employees may apply for one (1) extension in increments that are multiples of 3 months (i.e., 3, 6, 9, 12), with the total time taken for the original leave and the extension not to exceed a total of 24 months.
C) Medical/Dental/Vision Coverage - During the initial six (6) months of SLA, the Company will continue to pay its contribution toward Medical, Dental and Vision coverage in accordance with the terms of those benefit plans as if the employee on SLA remained an active employee. During the remainder of the SLA, employees may elect coverage (employee paid) under COBRA (Consolidated Omnibus Reconciliation Act).

D) Life Insurance Coverage - Basic Group Life and Accidental Death and Dismemberment (AD&D) coverage for eligible participants will continue for the duration of the SLA. Supplementary Group Life and Dependent Group Life will continue for the duration of the SLA if the employee is enrolled for such coverage prior to the leave start date and continues to pay for coverage. (The only difference from a Personal Leave is additional eligibility for AD&D).

E) Comprehensive Disability Benefits - (Same as Personal Leave.) Comprehensive Disability Plan benefits are not available to employees while on SLA.

F) Pension Plan Death Benefit - (Same as Personal Leave.) Employees are eligible for the death benefit for the period of the leave.

G) Spending Account - (Same as Personal Leave.) Contributions to the Spending Accounts Plan are suspended on the date the SLA begins. While on leave, employees may submit claims through March 31 of the year immediately following the year the SLA began, for eligible expenses incurred during the year in which the leave begins.

H) Savings Plan - (Same as Personal Leave.) Payroll deductions and contributions to the Savings Plan will be suspended on the date the SLA begins. Employees will continue to control their investments and have withdrawal options in accordance with the provisions of the Savings Plan.

I) Telephone Concession - Eligibility for a Telephone Concession will continue for the first three months of the leave period.

J) Service Credit - Employees granted SLA will receive service credit for the full period of the leave if they return to work immediately after expiration of the leave and after 6 continuous months back on the payroll.
K) Prohibited Employment While on SLA - Employees may obtain employment or be self-employed while on the SLA as long as they do not work as an employee, independent contractor or temporary agency employee for a competitor of Pacific Telesis Group or any Pacific Telesis Group subsidiary company or a company that is at least 80% owned by Pacific Telesis Group or participates in the Pacific Telesis Group pension plans or is covered by the Mandatory Portability Agreement or other such agreement for interchange of pension obligations, if an individual's employment with that company would otherwise be covered under the Mandatory Portability Agreement or other such agreement. Note: If an employee engages in prohibited employment as described above, the SLA will be canceled and the employee will be terminated from the Companies effective as of the date the prohibited employment began.

L) Reinstatement - At expiration of the leave employees will be guaranteed reinstatement to a job of like status and pay within the same consolidated headquarters.

Transition Leave of Absence (TLA)

A) Eligibility - Full-time and part-time employees in a designated work group who are within one (1) year of the age and/or service requirements for a service pension are eligible.

B) Duration of Leave - The TLA will expire on the date the employee first becomes eligible for a service pension under the Pacific Telesis Group Pension Plan.

C) Medical/Dental/Vision Coverage - During the initial six (6) months of the TLA the Company will continue to pay its contribution toward Medical, Dental and Vision coverage in accordance with the terms of those benefit plans as if the employee on TLA remained an active employee. During the remainder of the TLA, employees may elect coverage (employee paid) under COBRA (Consolidated Omnibus Reconciliation Act).

D) Life Insurance Coverage - Basic Group Life and Accidental Death and Dismemberment (AD&D) coverage for eligible participants will continue for the duration of the TLA. Supplementary Group Life and Dependent Group Life will continue for the duration of the TLA if the employee is enrolled for such coverage prior to the leave start date and continues to pay for coverage. (The only difference from a Personal Leave is additional eligibility for AD&D.)
E) Comprehensive Disability Benefits - (Same as Personal Leave.) Eligibility for Comprehensive Disability Plan benefits ends on the date the leave begins.

F) Pension Plan Death Benefit - (Same as Personal Leave.) Employees are eligible for the death benefit for the period of the leave.

G) Spending Account - (Same as Personal Leave.) Contributions to the Spending Accounts Plan are suspended on the date the TLA begins. While on leave, employees may submit claims through March 31 of the year immediately following the year the TLA began, for eligible expenses incurred during the year in which the leave begins.

H) Savings Plan - (Same as Personal Leave.) Payroll deductions and contributions to the Savings Plan will be suspended on the date the TLA begins. Employees will continue to control their investments and have withdrawal options in accordance with the provisions of the Savings Plan.

I) Telephone Concession - Eligibility for a Telephone Concession will continue for the first three months of the leave period.

J) Service Credit - If the employee retires at expiration of the TLA, the employee will receive service credit for the full period of the leave for purposes of eligibility for a service pension but not for purposes of computing the pension benefit. Note: If an employee completes the TLA and receives recognition of service for the period of the leave for the purpose stated in this Item J and is then rehired by a company that participates in the Pacific Telesis Group Pension Plan, the following will occur as of the employee's date of hire:

1. the period of the TLA will not be included in the employee's term of employment or in the employee's net credited service;
2. when the employee next terminates employment from that company, the employee will receive service credit for the TLA as described above.

K) Prohibited Employment While on TLA - Employees may obtain employment or be self-employed while on TLA as long as they do not work as an employee, independent contractor or temporary agency employee for any Pacific Telesis Group
subsidiary company or a company that is at least 80% owned by Pacific Telesis Group or participates in the Pacific Telesis Group pension plans or is covered by the Mandatory Portability Agreement or other such agreement, if an individual's employment with that company would otherwise be covered under the Mandatory Portability Agreement or other such agreement for interchange of pension obligations.

Note: If an employee engages in prohibited employment as described above, the TLA will be canceled effective as of the date prohibited employment began. In addition, if the employee engages in prohibited employment, the employee will not receive pension service credit as described in Item J above.

L) At Expiration of the Leave - Employees must terminate their employment at expiration of the TLA to receive the service credit described in Item J above.

M) Separation Benefits - If otherwise eligible, employees who take the TLA are eligible for Separation Benefits as described in Section 2.07 of the contract. Such employees will be eligible at the start of the leave for the payment options described in Section 2.07D of the contract.

None of the determinations of the Companies nor any part of this Memorandum of Agreement will be subject to arbitration.

Effective date/language:

Upon ratification.

Termination date/language:

In accordance with the conclusion Article of the currently effective collective bargaining agreement between Pacific Bell/Nevada Bell and the Communications Workers of America.

Coverage:

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ORIGINAL SIGNED: August 8, 1995
MEMORANDUM OF AGREEMENT

SUPERVISORY MONITORING - SERVICE REPRESENTATIVES

This Memorandum of Agreement confirms the understanding between the Company and the Union regarding Supervisory Monitoring for Service Representatives in Pacific Bell.

Supervisory monitoring will be conducted as follows:

- Done only when all employees in the work group have been notified by a visual indicator which will be used only when monitoring is taking place.

- Monitoring used for evaluative or disciplinary purposes shall be limited to no more than 10 calls per month. Such monitoring of an employee will take place no more than two days per month and will be limited to one monitoring session each day.

- New employees for six (6) months following initial training will have no limit to the number of calls monitored.

- Coverage of an employee should take place as soon as possible, but must take place within 24 hours of the call being monitored.

- No employee will be dismissed solely as a result of monitoring unless secrecy of communications, fraud or gross customer abuse is involved.

- Simultaneous monitoring will be used solely for coaching and development of management personnel and will be done only with the concurrence of the monitored employee.

- Monitoring that is performed by anyone other than management shall be used for coaching and development and may not be used for evaluative or disciplinary purposes. Employees receiving Relief Differential are not management.
To facilitate implementation and understanding, the Union and the Company recognize the importance of developing a best practices package for supervisory monitoring. To assure this, we agree to reconvene the Supervisory Monitoring Joint Committee to develop a best practices package for supervisory monitoring package. The Supervisory Monitoring Joint Committee will have the best practices package developed by December 31, 1995. The Union and the Company also agree that common definitions are important and further agree that the terms listed in the attached Glossary of Terms will have the meanings stated there.

Effective date/language:
Upon the ratification of the Contract.

Termination date/language:
This Memorandum of Agreement will be subject to termination in accordance with the Conclusion Article of the currently effective collective bargaining agreement between Pacific Bell/Nevada Bell.

Coverage:

Pacific Bell  Yes
Nevada Bell  No

ORIGINAL SIGNED:  August 8, 1995
SUPERVISORY MONITORING JOINT COMMITTEE

GLOSSARY OF TERMS

- Monitoring - A third party listening to both sides of the telephone conversation between two other parties.

- Administrative Monitoring - A random sampling that provides the utility with an overall evaluation or index of the quality of service provided by an office or work group without reference to or identification of an individual employee.

- Supervisory Monitoring - Monitoring to train and supervise individual employees in their performance of telephone service assignments.

- Simultaneous Monitoring - Two or more managers monitoring the same call. This activity is used solely for coaching and development of management personnel and is done only with the concurrence of the monitored employee.

- Deskside - Monitoring that is done at the desk of the employee being monitored.

- Remote - Monitoring that is done away from the desk of the employee being monitored, but within the same general work area.

- Development - Any activity focused on improving or enhancing an employee's performance or behavior.

- Coach - One who guides and directs performance growth and development.

- Discipline - Any action taken by the coach which carries negative consequences for non-performance.

- Gross Customer Abuse - Use of profanity and ethnic or sexual slurs that obviously causes the customer distress.
MEMORANDUM OF AGREEMENT

TEMPORARY/TERM

Temporary and term employees who meet the prerequisites of satisfactory job performance and time-in-title and time-in-location are eligible to apply for regular jobs with the Companies' employment offices. In the normal sequence of search eligible temporary and term employees who apply for regular jobs will be the same as new hires (see Section 2.04B1d).

Temporary and term employees who apply for regular positions must comply with all the standard practices and procedures required by the Companies' employment offices and meet all requirements for the job(s).

Temporary and term employees and new hires may be considered concurrently for regular positions. When two (2) or more such individuals are equally qualified, seniority will determine the choice.

The Companies will provide the following information concerning temporary and term employees to the Assistant to the Vice President-District 9:

- name
- job title and classification
- work location
- Company organization with payroll and ARC codes
- date of engagement in the classification
- length of project or period for which employed
- date(s) and length(s) of prior engagement(s) and respective job classification during such periods of employment
- percentage (%) of the work group (title, consolidated headquarters and VP entity) that is comprised of temporary and term employees

The above referenced information will be provided by the Companies on a quarterly basis.
Effective Date/language:

Upon ratification.

Termination date/language:

In accordance with the conclusion article of the currently effective collective bargaining agreement between Pacific Bell/Nevada Bell and the Communications Workers of America.

Coverage:

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ORIGINAL SIGNED: August 8, 1995
MEMORANDUM OF AGREEMENT

YOSEMITE HOUSING

The following will confirm the Agreement between Communications Workers of America, and Pacific Bell regarding Pacific Bell requiring three of its employees (hereinafter referred to as occupants) to occupy three houses located in Yosemite National Park.

It is understood that this agreement shall cover only the following dwellings when occupied by employees represented by the Communications Workers of America, AFL-CIO:

The residences situated on Sites 1, 2 and 3 of Yosemite Housekeeping Quarters, Buildings Number 7, Upper Tecoya Area, Yosemite National Park as shown on Plot Plan, Contact Drawing No. 1, Dated August 2, 1956, Approved by Superintendent, Yosemite National Park, September 7, 1956.

It is understood and agreed that the Company may designate the living unit to be occupied by an employee being transferred into Yosemite National Park, but no employee who continues to occupy a living unit under this agreement shall be required to vacate said unit in order that it may be occupied by the newly arrived employee.

The right of occupants to occupy the above-described premises shall continue as long as they are employees of Pacific Bell and as long as they are headquartered in Yosemite National Park. The following terms and conditions shall govern the occupancy of these premises by the occupants:

1. The occupant shall pay as rent for each of the above-described premises the amount of fifty dollars ($50) per month, payable in advance to the employee's immediate supervisor, subject to proportionate refund of advance-paid rent if the occupancy of the premises should be terminated before the expiration of any month for which rent shall have been paid.
The Company will report as wages the fair market rental value of the Company-provided housing, less what the employees pay for rent ($50.00 per month each). The Company will use its standard gross-up process to determine the appropriate taxes and will contribute those taxes to the employees' tax withholding accounts.

2. The occupant will pay for all electricity, water, gas, oil and other services used by the occupant.

3. The Company will pay for the disposal of garbage from each of the premises.

4. The Company will furnish an electric stove for each of the premises.

5. The occupant of each of the premises shall provide all other furnishings and equipment in connection with his occupancy.

6. The term of the occupancy for each of the premises is one month commencing the month following ratification of this agreement. After the expiration of the initial term, the occupancy of any of the premises may be terminated by the occupant giving three (3) days' written notice to his/her immediate supervisor of his/her intention to terminate his/her employment with the Company; provided, however, that the occupant's right to occupy the premises shall automatically terminate if the occupant ceases to be an employee of the Company or is no longer an employee of the Company who is headquartered in Yosemite National Park.

7. If the occupant continues to occupy the premises for seven (7) days after his/her right to occupy has terminated under the provisions of paragraph 6, or is in default of any rent and such default continues for seven (7) days after written notice from the Company to pay such rent or vacate the premises the Company shall have the right to re-enter the premises and remove all persons therefrom.

8. The occupant shall not assign his/her right to occupy the premises or sublet the premises.
9. The occupant shall be liable for all damages to the premises, normal wear and tear excepted, and upon the termination of his occupancy of the premises shall surrender the premises in as good order and condition as reasonable use shall permit, damage by the elements, wear, tear and deterioration and other causes beyond the occupant's control excepted.

10. The occupant shall make no alterations in the premises without advance approval from his/her immediate supervisor.

11. All notices or demands by the occupant shall be given in writing to his/her supervisor.

12. The occupants shall comply with all the laws of the United States governing the Park and the rules and regulations governing the Park whether now in effect or which may be enacted during the occupancy.

13. All terms and conditions of the occupancy of the premises not provided for in this agreement of occupancy shall be governed by the laws of the State of California.

Effective date/language:

The first month after ratification of the contract.

Termination date/language:

With the conclusion article of the 1995 contract

Coverage:

Pacific Bell  Yes
Nevada Bell  No

ORIGINAL SIGNED: August 8, 1995
June 12, 1997

Mr. William Quirk
Assistant to Vice President
District 9
Communications Workers of America
411 Airport Boulevard
Burlingame, CA 94010

Re: Payroll System Changes: Definition of Time Worked Related to Premium Pay and the Date of Scheduled Wage Increases

Dear Bill:

This Memorandum of Agreement confirms our understanding to change: (1) the definition of "time worked" for calculating premium pay for time worked on a daily basis, and, (2) the date of scheduled wage increases. These changes are due to the replacement of our payroll and personnel systems' software. Therefore, implementation of these changes will occur when conversion to the new software is achieved. Phase one conversion, which includes definition of "time worked" related to calculating premium pay, is scheduled for August 1997, and will not occur prior to that date. Phase two conversion which includes date of scheduled wage increases, is scheduled for February 1998, and will not occur prior to that date.

Definition of "Time Worked" Related to Premium Pay for Hours Worked in Excess of Eight in a Day

This agreement applies to employees having titles listed in Appendix A, Sections A1.01, A2.01, A3.01, A4.01 and A5, and Appendix B, Sections B1.01A and B1.01C.

When calculating "time worked" that shall be paid at the rate of one and one-half hours pay due to work in excess of the daily full tour of duty, as defined by each of the above-referenced sections, the Company shall include the following to determine how many hours should be included as "time worked":

1. all time actually worked that day;
2. time paid for but not worked on a partial paid Personal Day Off (PDO) when an employee takes less than a full day off;
3. paid time off to vote that day;
4. paid time off (UP) spent by Union representatives attending meetings with managers that day.
June 12, 1997
Mr. William Quirk
Re: New Payroll System Related Work Rule Changes

The above supersedes the contract language in Section 3.02.D.1.(2) "such meeting is held during said employee's scheduled straight-time working hours".

The above does not apply to calculating "time worked" for determining overtime pay for time worked in excess of the normal workweek of forty hours, or its equivalent. Nor does the above change the definition of time worked applicable to payment of meal allowances.

Scheduled Wage Increases

Wage increases in the amounts shown on the schedules in Section C3 of the current contract shall be automatically effective as of completion of the time intervals specified and as of the date that the completion of the time interval occurs. The above supersedes the contract language in Section 5.01B.1. of the current contract.

This Memorandum of Agreement terminates in accord with the Conclusion Article of the currently effective collective bargaining agreement.

COMMUNICATIONS WORKERS OF AMERICA PACIFIC BELL/NEVADA BELL

Agreed: [Signature]  By: [Signature]
Assistant to Vice President, District 9  Executive Director, Human Resources

Date: 8/5/97  Date: 8/5/97
August 8, 1997

Memo for file

Re: Attached Memorandum of Agreement dated June 12, 1997, between Communications Workers of America and Pacific Bell/Nevada Bell concerning Payroll System Changes

This memo is to confirm that the attached Memorandum of Agreement between the Communications Workers of America and Pacific Bell/Nevada Bell does not preclude the Communications Workers of America from grieving or arbitrating a prior exclusion of a partial paid Personal Day Off (PDO) in the calculation of “time worked” in excess of eight hours in a day.
October 28, 1997

Ms. Vira Milirides  
Area Director - District 9  
Communications Workers of America  
411 Airport Boulevard  
Burlingame, CA 94010  

Re: Reimbursement of Union Representatives on the Group Incentive Team

Dear Vira:

This Memorandum of Agreement confirms our understanding regarding reimbursement of Union Representatives on the Group Incentive Team for travel, lodging and meal expenses.

When the Company requests one or more Group Incentive Team Union Representatives to attend a Group Incentive Team activity, the Company will pay for actual transportation, lodging and meal expenses that are incurred due to such Group Incentive Team activity.

In the circumstance described in paragraph two above, this reimbursement agreement supersedes Section 3.02D of the current contract between Pacific Bell/Nevada Bell and Communications Workers of America.

This Memorandum of Agreement is retroactive to September 1, 1997, and terminates in accord with the Conclusion Article of the currently effective collective bargaining agreement.

COMMUNICATIONS WORKERS OF AMERICA

Agreed: [Signature]  
Area Director - District 9

Date: 10/28/97

PACIFIC BELL/NEVADA BELL

By: [Signature]  
Director - Labor Relations

Date: 10/28/97
Principles for Sales Incentive Programs

The Company and the Union agree to the following principles for negotiating individual sales incentive programs:

Sales and incentives for sales shall be a win for all stakeholders:

* Customer - good service and the best possible solution to telecommunications needs
* Employee/Union - positive incentive to sell; increased pay opportunities, increased employment security and jobs
* Company - increased revenue leading to growth and higher share owner value

Communication to employees (management and non-management) on service, sales, and sales incentives must be positive and ongoing:

* Joint union-company communications is best approach
* All service representatives will be trained on product knowledge and sales techniques to enhance their sales capabilities in the performance of their job
* Communications should emphasize overall good service as well as sales
* Communications should focus on both the why and the what of sales incentives
* Communications process must include periodic follow-up with service representatives and a feedback mechanism for issues and timely resolution of issues

Ethical sales practices and strict adherence to company policy and/or negotiated agreements will not be compromised:

* No tolerance for unethical sales, dishonest behavior, or behavior that promotes unethical sales or dishonest behavior

Individual incentives will be over and above base wages.

* No wages will be at risk

Sales quotas will not be set for service representatives, however, sales goals may be set for service representatives with the following conditions:

* Individuals will not be disciplined for failure to meet sales goals
* Company will continue to train all service representatives on product knowledge and sales techniques and provide ongoing coaching on the same
* Sales goals will be based on sales opportunities
* Company and Union will work together to place those who do not desire to work in a sales environment
* Although sales are a part of the service representative performance development process (PDP) standards, under no circumstances will sales effectiveness be the sole factor used to determine that an employee is not meeting acceptable work performance standards
* Company and Union will work together to find out why people are not able to properly use trained sales techniques and figure out how to build employee sales capability and/or provide assistance

Pacific Bell/Nevada Bell

Agreed: __________________________
Director - Labor Relations

Date: 1-22-98

Communications Workers of America

Agreed: __________________________
Area Director

Date: 1/22/98
Vira Millrides  
Area Director  
District 9  
Communications Workers of America  
411 Airport Boulevard  
Burlingame, CA 94010  

Re: Digital Loop Transport Force Balancing

Dear Vira:

This Memorandum of Agreement will confirm our understanding regarding the voluntary movement of Systems Technicians from administrative work units performing pair gain and fiber multiplex work into the Construction organization under Article 2, Section 2.05A:

1. The Company will offer Systems Technicians the opportunity to follow their work from administrative units performing pair gain and fiber multiplex work into the Construction organization as a result of the Digital Loop Transport reorganization as provided for in Article 2, Section 2.05A of the Collective Bargaining Agreement.

2. Volunteers will become part of the appropriate administrative work unit of Splicing Technicians in the Construction organization.

3. Those Systems Technicians who follow their work will have the option of electing the Splicing Technician title or be grandfathered in their current title classification of Systems Technician with corresponding qualifications in the Construction organization until such time as they voluntarily transfer or retire.

4. Employees who have been grandfathered for pole climbing requirements as Systems Technicians will continue to be grandfathered for pole climbing requirements as long as they remain in the title of Systems Technician.

5. A list of the employees who follow their work to the Construction organization pursuant to this Memorandum of Agreement will be provided by the Company to the Local Union as the canvas of each administrative unit is completed. The list will include: name; selected title; present work location; reporting work location, and grandfathered status.

6. Employees who follow their work as a result of this Company initiated move will have time-in-title/time-in-location waived for participation in the Automated Upgrade and Transfer System (AUTS).
7. Under this Memorandum of Agreement the two classifications of Systems Technician and Splicing Technician will be considered one classification in an administrative work unit for contractual purposes.

Communications Workers of America  
Agreed: [Signature]  
Vira Milirides - Area Director  
District 9  
Date: 2/19/98

Pacific Bell / Nevada Bell  
Agreed: [Signature]  
Jim Beck - Director  
Labor Relations  
Date: 2/19/98
MEMORANDUM OF AGREEMENT

DOMESTIC PARTNERS

Benefits will be offered to Registered Domestic Partners of active employees and future retirees on the same terms and conditions as such benefits are offered to spouses (and their dependents) of active employees and future retirees as follows:

Required Registration

If demonstration of dependent eligibility for benefit coverage is otherwise required by the Companies, an employee or future retiree with a Registered Domestic Partner must satisfy that requirement by submitting evidence of registration of a domestic partnership through a state, county or city registry.

Definition of Registered Domestic Partner

A Registered Domestic Partner shall mean any person who has registered a domestic partnership with a governmental body pursuant to state or local law authorizing such registration.

Medical and Dental

Effective January 1, 1999, the Companies will amend the medical and dental plans to extend coverage to an employee’s or future retiree’s Registered Domestic Partner and his or her dependents on the same terms and conditions as such benefits are made available to an employee’s or future retiree’s spouse and his or her dependents.

Vision

Effective January 1, 1999, the Companies will amend the vision care plan to extend coverage to an employee’s Registered Domestic Partner and his or her dependents on the same terms and conditions as such benefits are made available to an employee’s spouse and his or her dependents.

Employee Assistance Program (EAP)

Effective within 60 days of notification the Companies will amend the medical plan to extend coverage under the Employee Assistance Program (EAP) to an employee’s Registered Domestic Partner on the same terms and conditions as EAP benefits are made available to an employee’s spouse.

Spending Accounts

Effective January 1, 1999, the Companies will amend the spending account plan to provide that a Registered Domestic Partner who qualifies as a dependent of an employee under the Internal Revenue Code will be covered.
MEMORANDUM OF AGREEMENT
DOMESTIC PARTNERS

Pension

Effective within 60 days of ratification, the Companies will amend the pension plan to provide that an employee’s surviving Registered Domestic Partner is entitled to the Accident and Sickness Death Benefit on the same terms and conditions as an employee’s surviving spouse.

Dependent Life Insurance

Effective within 60 days of ratification, the Companies will amend the life insurance plan to allow an employee to purchase life insurance on the life of his/her Registered Domestic Partner and the Registered Domestic Partner’s dependents to the same extent and subject to the same rules applicable to the spouse of an employee.

Family Care Leave

Effective within 60 days of ratification, the Companies will amend their Family Care Leave to include the Registered Domestic Partner of an employee as an eligible individual for whom such an employee may take a Family Care Leave, to the same extent and subject to the same rules applicable to the spouse of an employee.

Imputed Income

The employee or future retiree will be responsible for paying any tax on any imputed income attributable to Registered Domestic Partner benefits.

Telephone Concession

Effective within 60 days of ratification, the Companies will amend their telephone concession policies to provide that a Registered Domestic Partner is a member of the deceased employee’s or future retiree’s immediate family for purposes of continued telephone concession, to the same extent and subject to the same rules applicable to continued telephone concession to a deceased employee’s or future retiree’s immediate family.
MEMORANDUM OF AGREEMENT
DOMESTIC PARTNERS

Effective Date: With ratification
Termination Date: In accordance with the conclusion article of the 1998 contract
Coverage: Pacific Bell and Nevada Bell

Communications Workers of America

Agreed: Vira Milirides
Area Director CWA-District 9

Date: 5/1/98

Pacific Bell/Nevada Bell

Agreed: Jim K. Beck
Executive Director - Labor Relations

Agreed: Sue Crutchfield
Executive Director - Labor Relations

Date: 5/1/98
MEMORANDUM OF AGREEMENT

TELEPHONE CONCESSION

This Memorandum of Agreement cancels and supersedes the August 4, 1995 Memorandum of Agreement regarding telephone concession reimbursement.

Effective January 1, 1999, telephone concession for employees and future retirees will change as follows:

Employees who are receiving an in-service-area concession (Class A or Class C) on December 31, 1998 shall continue to be eligible to receive a grandfathered concession if they continue to reside in the Companies’ service area. In addition, they will be eligible to receive a 100% concession discount on the basic version of all Vertical Services provided by the Companies, and associated Company installation charges for those Vertical Services. Vertical Services are switch-based services that control the flow of incoming and outgoing calls. Vertical Services as of March 1993 are Call Forwarding, Call Waiting, 3-Way Calling, Call Return, Speed Calling, Call Screening, Call Forward Busy Don't Answer, Caller ID, Priority Ringing, Repeat Dialing and Standard Message Center (one mailbox). The companies will only provide services; no equipment of any sort will be provided. If such employees move to a new residence located outside the service area, they will receive no concession.

As of January 1, 1999 all employees and future retirees must choose selective blocking of name and number delivery in order to be eligible to receive a concession. All existing eligibility requirements also continue to apply. For instance, employees must continue to allow publication of their telephone number in the directory and when employees have a choice of service providers which includes the Companies, they must select the Companies as their service provider in order to receive a telephone concession.

The concession levels for all employees who are receiving out-of-service-area (Class A or Class C) concessions on December 31, 1998 will also be grandfathered subject to limitations below regarding places of residence.

Employees who are receiving a Class C concession and reach 30 years of service after December 31, 1998 but on or before December 31, 2000, only, will become eligible for a grandfathered Class A concession at their primary place of residence on that date. No other employees will become eligible for a Class A concession after December 31, 1998.

The concession levels for all employees who receive a grandfathered out-of-service-area-concession (Class A or Class C) will be grandfathered only at their primary place of residence on December 31, 1998. If such employees move to a new primary residence located inside the service area, they will be eligible to receive Vertical Services only, as a concession. If such employees move to a new primary residence located outside the service area, they will receive no concession. No additional employees will become eligible for an out-of-service-area or second residence concession after December 31, 1998.
MEMORANDUM OF AGREEMENT

TELEPHONE CONCESSION

Employees who are not receiving any concession on December 31, 1998, e.g., because they do not allow their telephone number to be published in the directory, will not be grandfathered for concession, but will be eligible for the same concession as new employees after December 31, 1998 if they meet the concession requirements.

Second-residence concessions for any employees who are receiving such concessions on December 31, 1998, including Class C and Class D concessions, will only be grandfathered for the second residence location that is covered on December 31, 1998. The concession will end if the employee no longer meets the concession requirements for that second residence location, e.g., regarding ownership and occupation. No other second residence may be substituted. The concession also will end if the employee loses eligibility for a Class A or Class C concession for the employee's primary residence, e.g., by moving from inside the service area to outside the service area or vice versa.

New employees after December 31, 1998 whose primary residence is in the Companies' service area will be eligible for a 100% concession discount on Vertical Services, only, for their primary residence, only. If such employees move to a new residence located outside the service area, they will receive no concession.

Future retirees after December 31, 1998 will be eligible to receive the same level of concession as they received immediately before retirement.

Effective Date: With ratification
Termination Date: In accordance with the conclusion article of the 1998 contract
Coverage: Pacific Bell and Nevada Bell

Communications Workers of America

Agreed: 
Vira Milirides
Area Director CWA-District 9
Date: 5/1/98

Pacific Bell/Nevada Bell

Agreed: 
Jim K. Beck
Executive Director - Labor Relations

Agreed: 
Sue Crutcher
Executive Director - Labor Relations
Date: 5/1/98
MEMORANDUM OF AGREEMENT

INCENTIVE PLANS AND PROMOTIONAL PROGRAMS

The joint Group Incentive Team first agreed to in 1992 will be continued, although its name will be changed to Group and Individual Incentive Team (GIIT). The committee will consist of up to 6 (each) Company and Union representatives at each party's discretion. The GIIT is chartered to review group and individual incentive plan trials and promotion program trials and recommend to the Union and Company bargainers such trials. The committee will have the following responsibilities:

- For development and oversight of Individual and Group Incentive plans and/or promotional trials.
- Development will include a jointly agreed to set of guidelines derived from the experience of the GIIT trials to date and future trials as developed by the committee.
- All incentive programs and/or promotional programs developed by the committee are subject to negotiations and/or approval of the bargainers.
- Oversight includes:
  - Ensure that all plans/programs are within the terms of the applicable MOA's.
  - Evaluate plans/programs to see if they are achieving their goals;
  - Research employee and group appeals regarding plan/program MOA deviations and recommend solutions.
  - Monitor all plans for unethical sales behaviors and sales pressures.
  - Approve plan/program communications.
- To work towards the goal of automatic implementation of trialed incentive plans/programs with agreed upon criteria, based on their experience, for recommendation to the bargainers.

Effective Date: With ratification
Termination Date: In accordance with the conclusion article of the 1998 contract
Coverage: Pacific Bell and Nevada Bell

Communications Workers of America

Agreed: [Signature]
Vira Millirides
Area Director CWA-District 9
Date: 5/1/98

Pacific Bell/Nevada Bell

Agreed: [Signature]
Jim Beck
Executive Director - Labor Relations
Date: 5/1/98
MEMORANDUM OF AGREEMENT
DAYS OF REST

The Company and the Union agree that under emergency conditions employees may waive their rights to the days of rest provided for in California Labor Code, Sections 551, 552, and 554.

Effective date:
Termination Date:
Coverage:

With Ratification
In accordance with the conclusion article of the 1998 collective bargaining agreement.
Pacific Bell and Nevada Bell

Communications Workers of America

Agreed: Vira Milirides
Area Director CWA-District 9

Date: 5/1/98

Pacific Bell/Nevada Bell

Agreed: Jim Beck
Executive Director - Labor Relations

Agreed: Sue Crutcher
Executive Director - Labor Relations

Date: 5/1/98
Memorandum of Agreement
Wage Credit

This Memorandum of Agreement (MOA) confirms our understanding concerning wage credit. This MOA supersedes MOA 89-53 -- Wage Credit, dated October 22, 1989 and replaces MOA 97-19 Wage Credit, dated October 21, 1997.

The wage credit practice applicable to all current and future titles is as follows:

- Each employee who enters the service of the Companies shall begin employment at the minimum wage rate for the appropriate job title and schedule, except that appropriate allowance over such minimum rate may be made by the Companies for an employee who has had previous experience or training considered to be of value.

Based upon the above, the Companies will establish Wage Credit Guidelines for use by the Staffing organization in determining applicable wage credit. The Companies will share the Wage Credit Guidelines with the Union. (Attached is a copy of the Wage Credit Guidelines which have been reviewed and concurred with by the Union and are presently in effect). Sixty days prior to implementing changes to the Wage Credit Guidelines, the Companies will notify the Union of the proposed changes for review and concurrence.

This Memorandum of Agreement is effective upon signature and is subject to termination in accordance with the Conclusion Article of the currently effective collective bargaining agreement, or either party may terminate this agreement with 30 days written notice. In the event that this agreement is terminated, MOA 89-53, will be re-established effective on the date that this agreement is terminated.

Communications Workers of America
Agreed: [Signature]
Vira Millirides
Area Director NCNH, CWA - District 9
Date: 5/3/99

Pacific Bell/Nevada Bell
Agreed: [Signature]
Jim Beck
Executive Director - Labor Relations
Date: 5/3/99
INTRODUCTION

Purpose
This is to provide guidelines for granting wage credit to new employees at the time of employment or reemployment with Southwestern Bell Telephone Company (SWBT) and Pacific Bell and Nevada Bell (Hereafter referred to as "the Companies").

Definition of Wage Credit
All non-management positions have established minimum rates of pay. Under certain conditions, the Companies may grant wage credit allowance over such rates of pay to individuals having previous experience and/or training considered to be of value to the job. Only information provided by the applicant prior to the first day on the payroll will be taken into consideration for granting wage credit. In order to ensure consistency in the administration of wage credit, it is critical that each Non-management Staffing Employment Office follow these guidelines exactly as they are written.

Effective Date
These Wage Credit Guidelines are effective May 1, 1999.

Eligibility
All new employees whose first day on the payroll is on or after May 1, 1999.

NOTES (For Pacific Region ONLY):
(1) Some of these wage credit guideline provisions may be applicable to certain transfers as provided in the Wage Administration Guidelines.
(2) Wage credit will be given to candidates for ORTT and TIU positions pursuant to applicable union agreements.

Types of Wage Credit
There are four types of wage credit as outlined below:

Affiliate Wage Credit granted to former employees of subsidiaries of SBC Communications, Inc. including Pacific Telesis Group and its subsidiaries, who have job-related and non-job-related experience.

Experience/Training/Education (ETE) Wage Credit granted to individuals who bring directly related and immediately usable work experience and/or training to the job. This was formerly known as "exception basis" wage credit.

Technical Training Waived (TTW) Wage Credit granted when the individual meets the technical training requirements of the position and has directly related and immediately usable skills. A written recommendation by the Non-management Staffing Employment Office and concurrence by Non-management Staffing Methods & Procedures is required for each TTW request.

Tight Labor Market (TLM) Wage Credit only granted when tight labor market conditions make it difficult to attract qualified individuals to fill job openings using other types of wage credit. TLM wage credit may be granted when any one of the following conditions exist:

- unemployment rate is 4.5% or less
- competitive environment defined as high
- special conditions
Southwestern Bell Telephone Company/ Pacific Bell / Nevada Bell Credit Guidelines

There are specific approvals required for granting of TLM wage credit:

<table>
<thead>
<tr>
<th>PB/NB</th>
<th>SWBT</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Operating departments must concur prior to submitting such requests, and operating departments must acknowledge that granting of TML may impact incumbents’ wages [See CWA Memorandum of Agreement 99-12].</td>
<td>• Operating departments must concur prior to submitting such requests AND operating departments must acknowledge that granting of TLM (except on an individual basis) may impact incumbents’ wages [See letter signed by Director-Labor Relations dated 6/16/98, File 450.0708 – Wage Schedules and Progressions (Wage Credit) / 440.02 – 1998 Bargaining (SWBT)].</td>
</tr>
<tr>
<td>• Written recommendation by the Non-management Staffing Methods and Procedures is required for such requests.</td>
<td>• Written recommendation by the Non-management Staffing Employment Office and concurrence by Non-management Staffing Methods &amp; Procedures is required for such requests.</td>
</tr>
<tr>
<td>• Union notification of such requests must be completed in advance of application, see note.</td>
<td>• Concurrence or authorization (See NOTE) of such requests must be granted in advance of the job offer.</td>
</tr>
</tbody>
</table>

NOTE: In Pacific Bell/Nevada Bell region the Companies will notify the Union in writing whenever TLM Wage Credit is authorized, see CWA MOA 99-12.

NOTE: In the SWBT Region ONLY, the Director-Labor Relations – must authorize such requests and the Vice President – CWA District 6 must be advised in writing of such authorizations, which will be done by SWBT Labor Relations after the TLM wage credit request has been approved.

The criteria and instructions used to determine if individuals qualify for the above-mentioned types of wage credit are described later in these guidelines.

Exceptions

Limitations or Step Downs have been established restricting the amount of wage credit that may be granted to individuals placed into certain job titles.

Wage credit is NOT available for:

• non-job-related military experience
• specific job titles as determined by the operating department by geographic locations AND with approval of the department head

Documentation

Wage credit to be granted should be computed and documented on the WAGE CREDIT COMPUTATION form (Exhibit 1). This form and related documents must be placed in the individual’s file and maintained by the Non-management Staffing Employment Office. Only information provided by the applicant prior to the first day on the payroll will be taken into consideration for granting wage credit.

NOTE: For SWBT Only employees, see APPENDIX A for TLM wage credit codes for NEON.
AFFILIATE WAGE CREDIT

General

Affiliate wage credit should be granted to former employees (i.e., re-engaged employees) of subsidiaries of SBC Communications, Inc., including Pacific Telesis Group and its subsidiaries (Affiliates) — (See Exhibit 2).

Affiliate wage credit does not apply to former employees of AT&T, Bellcore or other Bell Holding Companies.

Conditions

The amount of wage credit granted or the wage step on which a re-engaged individual is placed should not be associated with bridged net credited service.

Affiliate wage credit should be granted for the following conditions:

- job-related experience
- non-job-related experience
- previous Southwestern Bell Telephone Company (SWBT) employees laid off less than two years

AFFILIATE WAGE CREDIT - Job-Related OR Non-Job-Related Experience

Definition

Former employees with job related or non-job-related experience with any Affiliate (Exhibit 2), should be granted wage credit.

How to Apply

If the former employee has worked at an Affiliate, for six months or more, wage credit at any time, in the past three years, then grant wage credit according to the number of months employed at the Affiliate. Use the table below:

<table>
<thead>
<tr>
<th>Months of Affiliate Experience</th>
<th>Job-Related Wage Credit Granted</th>
<th>Non-Job-Related Wage Credit Granted / Wage Step</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 - 11</td>
<td>6 Months / Step 2</td>
<td>6 Months / Step 2</td>
</tr>
<tr>
<td>12 - 17</td>
<td>12 Months / Step 3</td>
<td>12 Months / Step 3</td>
</tr>
<tr>
<td>18 - 23</td>
<td>18 Months / Step 4</td>
<td>18 Months / Step 4</td>
</tr>
<tr>
<td>24 - 29</td>
<td>24 Months / Step 5</td>
<td>24 Months / Step 5</td>
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<tr>
<td>30 - 35</td>
<td>30 Months / Step 6</td>
<td>30 Months / Step 6</td>
</tr>
<tr>
<td>36 - 41</td>
<td>36 Months / Step 7</td>
<td></td>
</tr>
<tr>
<td>42 - 47</td>
<td>42 Months / Step 8</td>
<td></td>
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<tr>
<td>48 - 53</td>
<td>48 Months / Step 9</td>
<td></td>
</tr>
<tr>
<td>54 - 59</td>
<td>54 Months / Step 10</td>
<td></td>
</tr>
<tr>
<td>60 or more</td>
<td>60 Months / Step 11</td>
<td></td>
</tr>
</tbody>
</table>

* If placed on the same or similar job title, then wage credit will be granted at wage step former employee was on when previously employed. The intent is to keep former employees of Affiliates where insofar as wages are concerned.

NOTES:

(1) If previously an occasional employee, determine number of months employed by dividing total number of days worked as an occasional employee by 22 and round to the nearest whole month (i.e., if the days are equal to or greater than 16, round up). The previous operating department(s) or Affiliate(s) should provide number of days worked as an occasional employee.

(2) Combinations with other types of wage credit may be applicable. Refer to WAGE CREDIT COMBINATION CHART (Exhibit 6).
EXPERIENCE/TRAINING/EDUCATION WAGE CREDIT

General
Experience/Training/Education (ETE) wage credit may be granted to individuals who have experience, training or education directly related to the position for which they are being considered, or individuals who have non-job-related education credits. Operating department concurrence is not required for granting ETE wage credit. However, the operating department should be advised when wage credit is granted.

Conditions
Wage Credit for ETE may be granted to individuals having one or more of the following:

- job-related experience (See page 8)
- job-related training/education (See page 9)
- non-job-related education (See page 9)

NOTE: An example of Job-related Training for a Clerical position would be a business certificate from a business school and for a Technical position, an electronics certificate from a technical school. Education credits are semester units or hours earned from a college or university (See Exhibit 3 for other examples).

ETE Job-Related wage credit differs according to the job category for which the individual is being considered. This type of wage credit may be granted for all job titles where wage credit is being given (See Exceptions, page 3).
EXPERIENCE/TRAINING/EDUCATION WAGE CREDIT - Job-Related Experience

Definition: Individuals with previous job-related work experience may be granted wage credit (See Exhibit 3 for examples of job-related experience).

How to Apply Wage Credit

<table>
<thead>
<tr>
<th>IF Individual has:</th>
<th>AND has:</th>
<th>THEN:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• NOT worked six months or more at this type of job within the past three years</td>
<td>N/A</td>
<td>• NO wage credit is to be granted</td>
</tr>
<tr>
<td>• worked six consecutive months or more at this type of job, any portion of which falls within the past three years (even if one day falls within this period)</td>
<td>• worked less than an average of 25 hours per week OR performed the job less than 50% of the time</td>
<td>• Compute the hours or percentage of time worked and then determine wage credit to be granted according to the table below: (Example of wage credit for hours per week - technical applicant has customer service job during the week and a job-related position installing telephones 10 hours per week on weekends, which he has done for 2 years. Divide 24 months by 4 (representing the numerical value that the hours worked per week bears to 40 hours, i.e., 10/40 or 1/4) OR take 10 hours x 104 weeks = 1040 hours divided by 40 hours = 26 weeks divided by 4.33 = 6 months job-related experience or 6 months wage credit.)</td>
</tr>
<tr>
<td>OR worked six non-consecutive months or more, and only that portion which falls within the past three years</td>
<td></td>
<td>(Example of percent of time spent - a city maintenance worker performs many functions in his job, however, 25% of his time is spent repairing and installing electrical traffic lights which is job-related. Take number of months worked and divide by 25% to get time spent performing the job-related task to grant wage credit.)</td>
</tr>
<tr>
<td>• worked an average of 25 or more hours per week performing this type job 50% or more of the time (hours)</td>
<td></td>
<td>• grant wage credit according to the table below:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Job-Related Experience</th>
<th>TECHNICAL</th>
<th>SKILLED</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 - 11</td>
<td>6 Months / Step 2</td>
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<td>42 Months / Step 8</td>
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</tr>
<tr>
<td>48 Or More</td>
<td>48 Months / Step 9</td>
<td>48 Months / Step 9</td>
<td>48 Months / Step 9</td>
</tr>
</tbody>
</table>

NOTES:
(1) For definitions of "Technical", "Skilled" or "Other" see Exhibit 3.
(2) Combinations with other types of wage credit may be applicable. Refer to WAGE CREDIT COMBINATION CHART (Exhibit 6).
EXPERIENCE/TRAINING/EDUCATION WAGE CREDIT - Job-Related Training/Education

Definition
Individuals with job-related training/education may be granted wage credit (See Exhibit 3 for examples of job-related training/education).

How to Apply Wage Credit
Determine wage credit according to the amount of job-related training/education:

<table>
<thead>
<tr>
<th>Type of Training / Education (College - Technical - Business)</th>
<th>Wage Credit Granted/ Wage Step</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificate Program (at least 9 months in length)</td>
<td>12 Months / Step 3</td>
</tr>
<tr>
<td>One Year</td>
<td></td>
</tr>
<tr>
<td>One And A Half Years</td>
<td>18 Months / Step 4</td>
</tr>
<tr>
<td>Two Years</td>
<td>24 Months / Step 5</td>
</tr>
<tr>
<td>Two And A Half Years BUT Less Than Four Years</td>
<td>30 Months / Step 6</td>
</tr>
<tr>
<td>Four Years or Bachelor's degree</td>
<td>36 Months / Step 7</td>
</tr>
</tbody>
</table>

EXPERIENCE/TRAINING/EDUCATION WAGE CREDIT - Non-Job-Related Education

Definition
Individuals with non-job-related education may be granted wage credit.

How to Apply Wage Credit
Determine wage credit according to the amount of non-job-related education:

<table>
<thead>
<tr>
<th>College Education</th>
<th>Wage Credit Granted/ Wage Step</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Year</td>
<td>6 Months / Step 2</td>
</tr>
<tr>
<td>Two Years</td>
<td>12 Months / Step 3</td>
</tr>
<tr>
<td>Three Years</td>
<td>18 Months / Step 4</td>
</tr>
<tr>
<td>Four Years or Bachelor's degree</td>
<td>24 Months / Step 5</td>
</tr>
</tbody>
</table>

Maximum wage credit allowed = 24 Months

NOTES (Applicable to both Job-Related Training/Education and Non-Job-Related Education):

(1) Verify education via an original college transcript or official certificate of completion. Transcripts or certificates should be provided by the individual.

(2) Combinations with other types of wage credit may be applicable. Refer to WAGE CREDIT COMBINATION CHART (Exhibit 6).

(3) One year of college/training equals 12 - 31 semester units/hours.

(4) All quarter units/hours of training/education must be converted to semester units by multiplying such units by .667. For example, 270 quarter units/hours times .667 equals 180 semester units/hours.
EXPERIENCE/TRAINING/EDUCATION WAGE CREDIT - Examples

Example #1
Ray is applying for a Communications Technician position. He has 12 months of job-related experience with a cable company. It has been 7 months since Ray was last employed. Ray has a 2-year degree in Communications Technology. The operating department with the opening has determined that Ray will need to attend all technical training courses required for this position.

- Wage Credit Computation:
  - Job-Related Experience
    - 12 months of job-related experience
    - Total Experience Wage Credit: 12 Months
  - Job-Related Training
    - 2 years of technical training
    - Total Training Wage Credit: 24 Months
  - Combined Experience/Training
    - Total Wage Credit: 36 Months

NOTE: The total wage credit to be authorized is 36 Months for the combination of Job-Related Experience and Training/Education (See pages 9 & 10 and WAGE CREDIT COMBINATION CHART Exhibit 6).

Example #2
Sandra is applying for a Sales Clerk position. She has a Bachelor's degree in Elementary Education.

- Wage Credit Computation:
  - Non Job-Related Training/Education
    - Bachelor's Degree
    - 24 Months
  - Total Training/Education Wage Credit: 24 Months

NOTE: The total wage credit to be authorized is 24 Months for Non-Job-Related Training/Education (See page 9).

TECHNICAL TRAINING WAIVED (TTW) WAGE CREDIT

Definition
There may be rare occasions when individuals for technical positions may be granted additional wage credit in order to meet specific operating department needs. TTW wage credit is granted when the individual meets the technical training requirements of the position as determined by the operating department and has directly related and immediately usable skills that can be substantiated, for example, training records from previous employer provided by the applicant.
Authorization

These situations should be evaluated on a case-by-case basis by taking into consideration the business needs at the time of the vacancy and consulting with the operating department to determine whether the technical training requirements can be waived. A written recommendation by the Non-management Staffing Employment Office and concurrence by Non-management Staffing Methods & Procedures is required for each TTW request. The TECHNICAL TRAINING WAIVED RECOMMENDATION form (Exhibit 4) must be used to grant such wage credit.

How to Apply Wage Credit

Use the table below:

<table>
<thead>
<tr>
<th>IF Individual has:</th>
<th>AND has:</th>
<th>THEN:</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOT worked six months or more at this type of job within the past three years</td>
<td>N/A</td>
<td>NO wage credit is to be granted</td>
</tr>
<tr>
<td>worked six consecutive months or more at this type of job, any portion of which falls within the past three years (even if one day falls within this period)</td>
<td>worked less than an average of 25 hours per week OR performed the job less than 50% of the time</td>
<td>Compute the hours or percentage of time worked and then determine wage credit to be granted according to the table below (Refer to the calculation examples within the table on page 8):</td>
</tr>
<tr>
<td>worked six non-consecutive months or more, and only that portion which falls within the past three years</td>
<td>worked an average of 25 or more hours per week performing this type job 50% or more of the time (hours)</td>
<td>grant wage credit according to the following table:</td>
</tr>
</tbody>
</table>

NOTES:
(1) If the individual has not received the maximum wage credit allowed and has additional formal education, wage credit for said education can be combined with wage credit for experience but the total cannot exceed 48 Months for technical titles. However, under extraordinary circumstances, if the individual has vital skills, additional wage credit may be granted.
(2) Combinations with other types of wage credit may be applicable. Refer to WAGE CREDIT COMBINATION CHART (Exhibit 6).
# WAGE CREDIT COMPUTATION

## Name

<table>
<thead>
<tr>
<th>Work Location</th>
<th>SSN</th>
<th>Requisition Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Job Title / Classification

- [ ] EXPERIENCE / TRAINING / EDUCATION
- [ ] TECHNICAL TRAINING WAIVED
- [ ] Job-Related Experience
- [ ] Job-Related Training / Education
- [ ] TTW Documentation Attached
- [ ] Non-Job-Related Education

### Report Date

- [ ] TIGHT LABOR MARKET

## Job-Related Experience - Beginning with oldest data

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Months</th>
<th>Company</th>
<th>Title</th>
<th>Job Duties</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Months of Job-Related Experience:

## Job-Related / Non-Job-Related Training / Education - Beginning with oldest data

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Number Of Units/Hours</th>
<th>(J) - Job-Related</th>
<th>(N) - Non-Job-Related</th>
<th>Institution Name</th>
<th>Type Of Course(s) / Degree(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Months of Job-Related Training / Education:

Total Months of Non-Job-Related Education:

## Starting Wages

- [ ] Weekly
- [ ] Hourly

## NEON Coding Drop Down Selection (SWBT Only):

## Wage Schedule Date (Pacific Bell/Nevada Bell ONLY):

## Calculated By: ______ Title: ______ Date: ______ Approved By: ______ Title: ______ Date: ______

Exhibit 1
### Subsidiaries Of SBC Communications, Inc. Including Pacific Telesis Group and Its Subsidiaries  
(Current and Former Affiliates)

<table>
<thead>
<tr>
<th>Advanced Services, Inc.</th>
<th>SB Communications, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Associated Directory Services</td>
<td>SB Operations, Inc. (Formerly SB Communications, Inc.)</td>
</tr>
<tr>
<td>Cellular One (Washington/Baltimore/New York/Chicago/Boston)</td>
<td>SBC Asset Management, Inc.</td>
</tr>
<tr>
<td>Cross County Wireless</td>
<td>SBC Center For Learning</td>
</tr>
<tr>
<td>Nevada Bell</td>
<td>SBC International</td>
</tr>
<tr>
<td>Pacific Bell</td>
<td>SBC Media Ventures, Inc.</td>
</tr>
<tr>
<td>Pacific Bell Directory &amp; Digital Graphics Advantage</td>
<td>SBC Services, Inc.</td>
</tr>
<tr>
<td>Pacific Bell Extras</td>
<td>Southwestern Bell Communications, Inc.</td>
</tr>
<tr>
<td>Pacific Bell Information Services</td>
<td>Southwestern Bell Corporation</td>
</tr>
<tr>
<td>Pacific Bell Mobile Services</td>
<td>Southwestern Bell International Incorporated</td>
</tr>
<tr>
<td>Pacific Bell Network Integration</td>
<td>Southwestern Bell Internet Services, Inc.</td>
</tr>
<tr>
<td>Pacific Bell Public Communications</td>
<td>Southwestern Bell Messaging Services, Inc.</td>
</tr>
<tr>
<td>Pacific Telesis Enhanced Services</td>
<td>Southwestern Bell Printing Company</td>
</tr>
<tr>
<td>Pacific Telesis Group</td>
<td>Southwestern Bell Publications (Associated Directory Services)</td>
</tr>
<tr>
<td>Pacific Telesis Group - Washington</td>
<td>Southwestern Bell Services</td>
</tr>
<tr>
<td>Pacific Telesis Legal Group</td>
<td>Southwestern Bell Technology Resources, Inc.</td>
</tr>
<tr>
<td>Pacific Telesis Shared Services</td>
<td>Southwestern Bell Telecommunications, Inc.</td>
</tr>
<tr>
<td>PacTel Finance</td>
<td>Southwestern Bell Telephone Company</td>
</tr>
<tr>
<td>PB Communications</td>
<td>Southwestern Bell Video Services</td>
</tr>
<tr>
<td>PB Interactive Media</td>
<td>Southwestern Bell Wireless</td>
</tr>
<tr>
<td>PB Internet Services</td>
<td>Southwestern Bell Yellow Pages, Inc.</td>
</tr>
<tr>
<td>PB Video Services</td>
<td>Telesis Technology Laboratory</td>
</tr>
<tr>
<td>Product Sales Incorporated</td>
<td>Times Journal</td>
</tr>
<tr>
<td>SB Communications Services, Inc.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Worldwide Publishing</td>
</tr>
</tbody>
</table>

**NOTE:** This list may not be current. Contact the SBC Non-management Staffing M&P group if an Affiliate name provided by an applicant is not shown on this list.
GUIDELINES FOR DETERMINING
JOB-RELATED EXPERIENCE/TRAINING/EDUCATION

TECHNICAL

SKILLED

Clerical
Customer Contact Sales and Service
Building/Equipment Maintenance

ALL OTHER TITLES

Exhibit 3a
Exhibit 3b
Exhibit 3c
Exhibit 3d
Exhibit 3e

NOTE: Titles shown in these exhibits may not be current. Contact the SBC Non-management Staffing M&P group if a title being considered for wage credit is not shown in these exhibits.
TECHNICAL
JOB-RELATED EXPERIENCE/TRAINING/EDUCATION

FOR JOB TITLES OF:

Cable Splicing Technician
Combination Technician
Communications Technician
Company Telecommunications Technician
Customer Services Technician
Customer Testing Technician
Equipment Installation Technician
Facilities Specialist
Facilities Technician
Frame Attendant
Maintenance Administrator
Outside Plant Technician
RMATS Technician
Services Technician
Splicing Technician
Systems Analyst
Systems Technician
Testing Technician

JOB-RELATED EXPERIENCE:

To determine whether individual has job-related experience, examine the essential functions of the job for which the individual is being considered. Determine whether the individual's previous job duties/skills are directly related and immediately transferable to the new job.

Examples:

Involved in the installation, maintenance and repair of telephone or telegraph lines, cable, or electronic/electrical devices in one of the following work environments:

- Bell Holding Company
- Inter-exchange Carrier
- Outside Telecommunications Vendor
- Cable TV
- Military
- Auto Repair shops/Stereo/Radio
- Security/Burglar/Fire Alarm Systems
- Electric

JOB-RELATED TRAINING/EDUCATION:

Technical training is a prime factor in performing the functions of inside/outside craft jobs. Specific degrees that should be given consideration include the following:

Technical Communications Training (9 Months):
- Communications
- Radio/TV Repair
- Electronics

Technical Degree (2-4 years):
- Communications Technology
- Electrical/Electronics

General Degree (4 years):
- Telecommunications
- Computer Science/Information Systems
- Computer Programming/Systems Analyst
- Engineering
SKILLED (CLERICAL)
JOB-RELATED EXPERIENCE/TRAINING/EDUCATION

FOR POSITIONS REQUIRING ONE OR MORE OF THE FOLLOWING:

Stenography
Typing/Word Processing - NOTE: For the Pacific Region ONLY, Typing (Class A/B)
Data Entry/Keyboarding - NOTE: For the Pacific Region ONLY, Data Entry (Q)
Graphics

JOB-RELATED EXPERIENCE:

To determine whether individual has job-related experience, examine the essential functions of the job for which the individual is being considered. Determine whether the individual’s previous job duties/skills are directly related and immediately transferable to the new job.

Examples:

Takes dictation of correspondence, reports and other papers by hand or machine and transcribes dictated material.

Uses automated systems such as word processing equipment, key entry device, personal computer, etc. to produce a variety of documents such as correspondence, memos, tables and reports.

Uses machines such as computerized composition equipment to produce publications, posters, forms, tables and graphs: experience in drawing, design, paste-up or layout.

FOR THE PACIFIC REGION ONLY:

Grant wage credit which provides the most favorable wage treatment but not both:

- Place the individual on Step 5 of the appropriate wage schedule, or
- Place the individual on the appropriate wage schedule using the other types of wage credit.

JOB-RELATED TRAINING/EDUCATION:

Certificate/diploma in one of the following areas:

Business Administration
Business Technology
Office Administration
Word Processing
Computer Information Systems
Computer Aided Drafting Technology

Commercial Lettering
Commercial Art
Graphic Art
Finance/Accounting
Math
Physics
SKILLED (CUSTOMER CONTACT SALES AND SERVICE)  
JOB-RELATED EXPERIENCE/TRAINING/EDUCATION

FOR JOB TITLES OF:
Business Representative  Head Service Representative  Pay Telephone Consultant  Revenue Management Representative  Sales Agent  Sales Clerk  Service Clerk  Service Representative  Travel Specialist

JOB-RELATED EXPERIENCE:
To determine whether individual has job-related experience, examine the essential functions of the job for which the individual is being considered. Determine whether the individual's previous job duties/skills are directly related and immediately transferable to the new job.

Examples:

Verbal customer contact in service, billing and collection positions that require interviewing, answering inquiries, problem solving and decision making abilities (e.g., customer service positions in financial institutions, public utilities, inter-exchange carriers, insurance carriers, cable companies, collection agencies, auto dealers, real estate, etc.).

Sells services by telephone or face-to-face sales in a structured environment involving sales conversions or complex equipment sales for the attainment of objectives, quotas and/or resolutions of service, order or billing problems. Able to assess customer needs for products and services and present solution to meet customer needs/issues (a win-win situation).

Works to meet revenue goals and service commitments in an environment providing a steady flow of customer service.

Collects overdue accounts, talks to customers to make payment arrangements/collections on delinquent accounts with collection agencies.

Telemarketer or Commissioned Sales.

Investigates or resolves customer complaints. Can make clear/concise assessment of the situation, take extra step to resolve customer complaint. Commitment to total customer satisfaction. Every customer contact is a "positive" contact.

Explain bills and charges - has authority to make adjustments, uses computer terminal, must be a complex bill - not a receipt.

SABRE and PARS computer systems (Travel Specialist position only).

JOB-RELATED TRAINING/EDUCATION:
Specific degrees that should be given consideration include the following:
Communication/Speech Degree
Business/Marketing Degree
Travel and Tourism Courses (Travel Specialist position only)
SKILLED (BUILDING/EQUIPMENT MAINTENANCE)  
JOB-RELATED EXPERIENCE/TRAINING/EDUCATION

FOR JOB TITLES OF:
Air Conditioning Specialist  
Building Mechanic  
Building Specialist  
Equipment Specialist  
Garage Mechanic  
Motor Equipment Inspector/Maintainer

JOB-RELATED EXPERIENCE:
To determine whether individual has job-related experience, examine the essential functions of the job for which the individual is being considered. Determine whether the individual's previous job duties/skills are directly related and immediately transferable to the new job.

Example:
Involved in the adjustment, maintenance, part replacement and repair of tools, equipment and machines such as heating/air conditioning equipment, motor-driven equipment and building mechanical equipment.

JOB-RELATED TRAINING/EDUCATION:
Credits earned from a technical and/or vocational training school in one of the following areas:

Electricity  
Heating/Air Conditioning  
Plumbing

Exhibit 3d
ALL OTHER TITLES
JOB-RELATED EXPERIENCE

TITLES:

Individuals being considered for job titles which do not fall in the technical, clerical, customer contact sales and service, building/equipment maintenance job-related experience/training categories may be given wage credit if they have job-related experience.

NOTE: This provision does not apply to job titles which are not listed in these guidelines but appear to meet the criteria for technical or skilled titles.

JOB-RELATED EXPERIENCE:

To determine whether individual has job-related experience, examine the essential functions of the job for which the individual is being considered. Determine whether the individual’s previous job duties/skills are directly related and immediately transferable to the new job.

EXAMPLES:

Supplies Attendant - Orders, receives, stocks, disburses and prepares inventory of supplies.

General Clerical - Clerical administrative skills, files correspondence, answers telephone, copies documents, answers inquiries and distributes mail, operates office equipment.
# TECHNICAL TRAINING WAIVED RECOMMENDATION FORM

<table>
<thead>
<tr>
<th>Name: &lt;Enter Name&gt;</th>
<th>Social Security #: &lt;Enter SSN&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Title: &lt;Enter Job Title&gt;</td>
<td>Job Group: &lt;Enter Job Group&gt;</td>
</tr>
<tr>
<td>Location: &lt;Enter Location&gt;</td>
<td>(Exchange, District, Division or Market Area)</td>
</tr>
</tbody>
</table>

**Class of Employee:**  
- Regular Full-Time □  
- Temporary Full-Time □  
- Regular Part-Time □  
- Temporary Part-Time □  
- Term Full-Time □  
- Term Part-Time □

**Wage Credit Authorized:** <Enter Month(s)> Months  
(Months include <Enter Months Of TLM> months Tight Labor Market, if applicable)

**Position Requirements:** <Enter Position Requirements>

**Individual Experience/Training:** <Enter Experience/Training>

**Training Courses Waived:** <Enter Training Courses Waived>

---

**Recommended by Area Manager-HR Staffing (SWB Region) / Manager (Pacific Region):**

- <Enter Name>  
- Date

**Concurred by Area Manager-HR Staffing Methods & Procedures:**

- <Enter Name>  
- Date

**CC:** Executive Director-Non-management Staffing

---

**FAX TRANSMITTAL**

<table>
<thead>
<tr>
<th>From:</th>
<th>To:</th>
<th>Fax No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Exhibit 4**
<table>
<thead>
<tr>
<th>IF individual can be given wage credit for:</th>
<th>THEN that wage credit may be combined with one or more of the following:</th>
<th>BUT the total allowable credit can not exceed:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Affiliate Job-Related</strong>&lt;br&gt;48 + months</td>
<td>• Experience/Training/Education-Job Related Education&lt;br&gt;• Experience/Training/Education-Non-Job-Related Education&lt;br&gt;• Technical Training Waived&lt;br&gt;• Tight Labor Market</td>
<td>48 Months / Step 9</td>
</tr>
<tr>
<td><strong>Affiliate Job-Related</strong>&lt;br&gt;Less than 48 months *</td>
<td>• Experience/Training/Education-Job Related Education&lt;br&gt;• Experience/Training/Education-Non-Job-Related Education&lt;br&gt;• Technical Training Waived&lt;br&gt;• Tight Labor Market</td>
<td></td>
</tr>
<tr>
<td><strong>Affiliate Non-Job-Related</strong> *</td>
<td>• Experience/Training/Education-Job Related Education&lt;br&gt;• Experience/Training/Education-Non-Job-Related Education&lt;br&gt;• Technical Training Waived&lt;br&gt;• Tight Labor Market</td>
<td></td>
</tr>
<tr>
<td><strong>Experience/Training/Education: Experience</strong></td>
<td>• Experience/Training/Education-Job Related Education&lt;br&gt;• Experience/Training/Education-Non-Job-Related Education&lt;br&gt;• Technical Training Waived&lt;br&gt;• Tight Labor Market</td>
<td></td>
</tr>
<tr>
<td><strong>Experience/Training/Education: Job-Related Education</strong></td>
<td>• Affiliate Job-Related (less than 48 months)&lt;br&gt;• Affiliate Non-Job-Related&lt;br&gt;• Experience/Training/Education-Job Related Experience&lt;br&gt;• Experience/Training/Education-Non-Job-Related Education&lt;br&gt;• Technical Training Waived&lt;br&gt;• Tight Labor Market</td>
<td></td>
</tr>
<tr>
<td><strong>Experience/Training/Education: Non-Job-Related Education</strong></td>
<td>• Affiliate Job-Related (less than 48 months)&lt;br&gt;• Affiliate Non-Job-Related&lt;br&gt;• Experience/Training/Education-Job Related Experience&lt;br&gt;• Experience/Training/Education Job-Related Education&lt;br&gt;• Technical Training Waived&lt;br&gt;• Tight Labor Market</td>
<td>Technical - 48 Months / Step 9&lt;br&gt;Note: For TTW, under extraordinary circumstances, if the individual has vital skills, additional wage credit may be granted.</td>
</tr>
<tr>
<td><strong>Technical Training Waived</strong></td>
<td>• Affiliate Job-Related (less than 48 months)&lt;br&gt;• Affiliate Non-Job-Related&lt;br&gt;• Experience/Training/Education-Job Related Experience&lt;br&gt;• Experience/Training/Education Job-Related Education&lt;br&gt;• Experience/Training/Education Non-Job-Related Education&lt;br&gt;• Technical Training Waived&lt;br&gt;• Tight Labor Market</td>
<td>Skilled (e.g., Clerical, Customer Contact Sales and Service, Building/Equipment Maintenance) - 36 Months / Step 7</td>
</tr>
<tr>
<td><strong>Tight Labor Market</strong></td>
<td>• Affiliate Job-Related (less than 48 months)&lt;br&gt;• Affiliate Non-Job-Related&lt;br&gt;• Experience/Training/Education-Job Related Experience&lt;br&gt;• Experience/Training/Education Job-Related Education&lt;br&gt;• Experience/Training/Education Non-Job-Related Education&lt;br&gt;• Technical Training Waived</td>
<td>All Other Titles - 24 Months / Step 5</td>
</tr>
</tbody>
</table>

* If placed on the same or similar job title, wage credit will be granted at wage step former employee was on when previously employed. (For SWBT Only - See step down rules applicable to certain former SWBT employees re-engaged by SWBT at pages 5 and 6). The intent is to keep former employees of Affiliates whole insofar as wages are concerned.

For SWBT Only employees, see APPENDIX A for TLM wage credit codes.
November 23, 1999

Mr. James B. Gordon, Jr.
Area Director NCN&H - District 9
Communications Workers of America
411 Airport Boulevard
Burlingame, CA 94010

Re: Wage Credit Guidelines

Dear Jim,

This is to confirm our agreement to revise the Wage Credit Guidelines as described on the attachment to this letter.

Agreed: ____________________________
James B. Gordon, Jr.
Area Director – NCN&H
CWA District 9

Date: 12/19/99

Agreed: ____________________________
James K. Beck
Executive Director
Labor Relations

Date: 11/29/99
Wage Credit Guidelines Revision

1) Revise Exhibit 3b -- Replace Typing Skills Test & Data Entry Skills test shown under Stenography with the following:
   Stenography
   Typing Skills Test – Note: For Pacific Region only – “Level 2” Qualification
   Keyboarding Skills Test – Note: For the Pacific Region only – “Level 2” Qualification
   WORD and EXCEL Skills Test – Note: For the Pacific Region only – “Q” Level
   Graphics

   Passing these tests at the indicated level continues to place the individual on Step 5 of the appropriate wage schedule.

2) Revise “Definition of Wage Credit” section:
   **Current:** All non-management positions have established minimum rates of pay. Under certain conditions, the Companies may grant wage credit allowance over such rates of pay to individuals having previous experience and/or training considered to be of value to the job. Only information provided by the applicant prior to the first day on the payroll will be taken into consideration for granting wage credit. In order to ensure consistency in the administration of wage credit, it is critical that each Non-management Staffing Employment Office follow these guidelines exactly as they are written.

   **New:** All non-management positions have established minimum rates of pay. Under certain conditions, the Companies may grant wage credit allowance over such rates of pay to individuals having previous experience and/or training considered to be of value to the job. Only information provided by the applicant prior to the first day on the payroll will be taken into consideration for granting wage credit. **Pacific Region Only:** New Hire has up to 30 days (from first day on payroll) to provide educational transcripts, diplomas or training certificates for consideration for wage credit. In order to ensure consistency in the administration of wage credit, it is critical that each Non-management Staffing Employment Office follow these guidelines exactly as they are written.

This change provides new hires 30 days to provide transcripts, diplomas and training certificate compared to the current practice which is, the new hire must provide these prior to the first day on the payroll.
Memorandum of Agreement  
Wage Credit

This Memorandum of Agreement confirms our understanding regarding the agreed changes.

Affiliate Wage Credit

- Former employees with job related or non-job-related experience with any Affiliate should be granted wage credit. If the former employee has worked at an Affiliate for six months or more, in the past five years, then grant wage credit in accordance with the table on the following page.

Experience/Training/Education Wage Credit – Job Related Experience Wage Credit

- Not worked six months or more at this type of job within the past five years.
- Worked six consecutive months or more at this type of job, any portion of which falls within the past five years (even if one day falls within this period) OR worked six non-consecutive months or more, and only that portion which falls within the past five years.

Effective date/language: As soon as administratively feasible

Termination date/language: With expiration of the 2016 Collective Bargaining Agreement

Applies to:

- Pacific Bell Telephone Company (Except Appendix E) X SBC Global Services, Inc. X
- Nevada Bell Telephone Company (Except Appendix E) X Appendix E X
- AT&T Services, Inc. X

Communications Workers of America

Agreed: Ellen West
Area Director - CWA
Date: 10-14-2017

AT&T West

Agreed: Jon Ireland
Director – Labor Relations
Date: 9/14/2017
Memorandum of Agreement
Enhanced Wage Credit – Tight Labor Market

This Memorandum of Agreement confirms our understanding concerning enhanced wage credit for tight labor market conditions.

The Companies may offer enhanced wage credit in tight labor market situations where the Company determines that due to a competitive labor market normal wage credit practices do not attract a sufficient number of experienced individuals.

The Companies will notify the Union in writing whenever Tight Labor Market (TLM) wage credit is authorized. Notification will include the job title(s), exchange, amount of TLM wage credit (not to exceed two years) and duration for the use of TLM wage credit.

TLM wage credit will be granted to individuals with a minimum of six (6) months of job related experience, education or training as described in the Wage Credit Guidelines. TLM wage credit will be the TLM credit or whatever wage credit individuals qualify for under the Wage Credit Guidelines whichever is greater.

When TLM wage credit is applied in a job title and exchange, any existing employees in the same job title and exchange who are at a wage schedule step that is below the step that would apply to an employee with time in title equal to the TLM wage credit, shall be increased to that wage schedule step, examples attached.

This Memorandum of Agreement takes effect upon signature and is subject to termination in accordance with the Conclusion Article of the currently effective collective bargaining agreement, or either party may terminate this agreement with 30 days written notice.

Communications Workers of America

Agreed: [Signature]  
Vira Milirides  
Area Director NCNH, CWA - District 9

Date: 5/3/99

Pacific Bell/Nevada Bell

Agreed: [Signature]  
Jim Beck  
Executive Director - Labor Relations

Date: 5/7/99
EXAMPLE #1:

Bill is applying for a Services Technician position. He has 9 months of experience as a Cable TV Technician. Tight Labor Market wage credit of 24 Months (out of a maximum of 36) has been granted.

- Wage Credit Computation:

  Tight Labor Market  
  24 Months

  Job Experience Wage Credit  
  6 Months

The TLM wage credit is greater than the experience wage credit. Bill receives the greater, or the 24 months of wage credit. TLM and Job Related Experience/Training/Education wage credit are never added.

- All employees currently on payroll in the same title and headquarters at Steps 1 through 4 will be increased to Step 5, the amount of Tight Labor Market wage credit.

EXAMPLE #2:

Sue has applied for a Customer Service Representative position. Sue was a Customer Service Representative for two years plus she has 45 semester hours towards a marketing degree. Tight Labor Market wage credit of 24 Months (out of a maximum 36) is still in effect.

- Wage Credit Computation:

  Tight Labor Market  
  24 Months

  Job-Related Experience/Training/Education
  45 hours of Marketing  
  12 Months
  2 years experience  
  24 Months

  Cumulative Experience/Training/Education  
  36 Months

The TLM wage credit is less than the cumulative Job Related Experience/Training/Education wage credit of 36 months. Sue receives the greater, the 36 months of Training/Education wage credit. TLM and Job Related Experience/Training/Education wage credit are never added.

- All employees currently on payroll in the same title and headquarters at Steps 1 through 4 will be increased to Step 5, the amount of Tight Labor Market wage credit.
MEMORANDUM OF AGREEMENT

AVALON HOUSING

This memorandum replaces the MOA 95-8 and confirms our understanding regarding the Company allowing as a condition of employment certain of its employees, hereafter referred to as "Occupants," to occupy Company leased property located in Avalon.

Premise 1: The certain single family dwelling and grounds at 224 1/2 Whittley Avenue, Avalon, California.

Premise 2: That certain two story stucco single family residence and grounds located at 374 Whittley Avenue, Avalon, California.

Premise 3: That certain condominium located at 18 Cabrillo Drive, Avalon, California.

The occupants may occupy the premises as long as they are employees of the Company headquartered at Avalon. The following terms and conditions shall govern the occupancy of the premises by the occupants:

1. The occupant shall pay as rental for the premises the amount of $187.50 per month for each premise. Rent shall be payable in advance subject to proportionate refund of advance-paid rent if the occupancy of the premises should be terminated before the expiration of any month for which rent has been paid. Payment of rent shall be made in accordance with procedures established by the Company.

The Company will report as wages fair market rental value less what the employee(s) are currently paying for rent ($187.50 per month). The Company will make appropriate contributions to the employee(s’) tax withholding accounts. The standard gross-up process will be utilized to determine appropriate standard and applicable taxes.

2. The occupant shall pay for all electricity, gas, oil and other services, except water service, used by the occupant.

3. The occupant shall provide the furnishings and equipment in connection with this occupancy.

4. The term of the occupancy for each of the premises is one month commencing with the date of occupancy. The occupant may terminate occupancy of the premises by giving thirty (30) days' written notice to his/her immediate supervisor of the intention to terminate his/her employment with the Company; provided, however, that the occupant's right to occupy the premises shall automatically terminate if the occupant ceases to be an employee of the Company headquartered at Avalon.
5. If the occupant continues to occupy the premise for seven (7) days after his/her right to 
occupy has terminated under the provisions of this Agreement, or is in default of any 
rent and such default continues for seven (7) days after written notice from the 
Company to pay such rent or vacate the premises, the Company shall have the right to 
re-enter the premises and remove all persons and belongings therefrom.

6. The occupant shall not assign his/her right to occupy the premises or sublet the 
premises.

7. The occupant shall be liable for all damages to the premise, normal wear and tear 
excepted, and upon termination of his/her occupancy of the premises shall surrender 
the premises in as good order and condition as reasonable use shall permit, damage by 
elements, wear, tear and deterioration and other causes beyond the occupant’s control 
excepted.

8. The occupant shall make no alterations in the premises.

9. All notices and demands by the occupant shall be given in writing to his/her immediate 
supervisor.

10. The occupant shall comply with the following rules and regulations pertaining to the 
premises and any reasonable additional rules and regulations which may be specified 
by the Company:

   A. Dogs, whose weight is in excess of 60 lb., birds and cats are not permitted on 
      the premises without prior written approval of the Company.

   B. No excessive noises or boisterous conduct is permitted at any time.

   C. Television antennae may not be placed upon the roof without written approval of 
      the Company.

   D. The use of gasoline and/or other similar combustibles for cleaning or for other 
      purposes is strictly prohibited. Occupant shall so use the premises so as not to 
      cause any increase in the insurance rates.

   E. Garbage cans, milk bottles, brooms, mops and similar articles must be either 
      kept inside and out of view, or placed in areas as may be provided.

   F. Occupant’s automobile shall be parked in spaces provided.

   G. All rubbish and garbage shall be placed in covered receptacles, as specified by 
      City Ordinance.

   H. The Company will not be responsible for loss of property of the occupant, his/her 
      family, or guests through theft or otherwise.
11. All terms and conditions of the occupancy of the premises not provided for in this Agreement shall be governed by the laws of the State of California.

Effective date/language: The first of the month following the signing date
Termination date/language: With the conclusion article of the 1998 contract
Coverage: Pacific Bell

Communications Workers of America  Pacific Bell/Nevada Bell

Agreed:  Agreed:
James B. Gordon, Jr.  Sue Crutcher
Area Director - NCN&H  Executive Director
CWA  SBC Services, Inc.
District 9  Labor Relations

Date: 4/25/00  Date: 4/25/00
MEMORANDUM OF AGREEMENT

Horizons Eligibility

The Companies and the Union agree to the following regarding Horizons eligibility for regular employees in surplus work groups who have less than one (1) year of service:

Regular employees in surplus work groups as defined in Section 2.06B1a who have less than one (1) year of service will be treated the same as employees with one (1) or more years of service for the purposes of administering the Horizons program. Such treatment will begin for employees with less than one (1) year of service when their surplus work group is notified of the surplus condition as described in Section 2.06B1.

This Memorandum of Agreement will be subject to termination in accordance with the Conclusion Article of the 2001 collective bargaining agreement. Either party may cancel this Memorandum of Agreement with 30 days written notice.

Communications Workers of America

Agreed: 
James B. Gordon, Jr.
Area Director-NCN&H
CWA-District 9

Date: 2/5/01

The Companies

Agreed: 
Jim Beck
Vice President
Labor Relations

Date: 2/5/01

The Companies:

Pacific Bell  X  SBC Telecom, Inc.  X
Nevada Bell  X  PB Home Entertainment  X
SBC Services, Inc.  X
PBIS MNG  X
ASI  X
MEMORANDUM OF AGREEMENT

BENEFITS ENHANCEMENTS

Effective January 1, 2002

Amend the Pension Plan to change the benefits available to survivors when an employee dies before retirement

<table>
<thead>
<tr>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>If the employee is not married, no survivor benefit is paid.</td>
<td>Any employee can designate a beneficiary. If the employee is married, and the spouse is not designated, the designation is subject to spousal consent. A spouse who is designated as a beneficiary will receive the regular surviving spouse benefit. A non-spouse who is designated as a beneficiary will receive the benefit otherwise payable to a surviving spouse, except that the benefit will be payable in a lump sum, only, and the lump sum conversion will be based on the employee's age at death.</td>
</tr>
</tbody>
</table>

Amend the Medical Plan to extend subsidized survivor benefits to employees from current 6 months to 12 months.

<table>
<thead>
<tr>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>If an active employee dies, the survivors' subsidized medical benefits continue for 6 months.</td>
<td>If an active employee dies, the survivors' subsidized medical benefits continue for 12 months.</td>
</tr>
</tbody>
</table>
MEMORANDUM OF AGREEMENT

BENEFITS ENHANCEMENTS

Amend the Medical Plan, which currently excludes any expenses for hearing aids or related examinations other than the initial cost of a hearing aid following ear surgery or an ear injury, to provide a benefit for participants who need a hearing aid for other reasons. Employees and their eligible dependents who are enrolled in the Health Care Network coverage (in area or out of area) will be eligible for reimbursement of up to $1,000, every rolling 3 years, as follows:

- In-Network expenses (for goods and services provided by or on the referral of the primary care physician) will be reimbursed at 100% of reasonable and customary charges after applicable co-pays.
- Opt out expenses will be reimbursed at 70% of reasonable and customary charges after applicable deductibles.
- Expenses of participants with out of area coverage will be reimbursed at 90% of reasonable and customary charges after applicable deductibles.

Employees enrolled in an HMO or alternate managed care medical plan would receive only the hearing aid benefit, if any, provided by the applicable HMO or alternate managed care medical plan.

Amend the Medical Plan to extend coverage eligibility of unmarried full time students.

<table>
<thead>
<tr>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>An employee's unmarried child remains eligible for health care coverage up to the end of the year in which such child reaches his/her 23rd birthday, if a full time student.</td>
<td>An employee's unmarried child remains eligible for health care coverage up to the end of the year in which such child reaches his/her 25th birthday, if a full time student.</td>
</tr>
</tbody>
</table>

Amend the Dental Expense Plan (DEP) to increase the schedule for services, other than preventive, by an average of five percent (5%).
MEMORANDUM OF AGREEMENT

BENEFITS ENHANCEMENTS

Effective Date: January 1, 2002
Termination Date: With the Conclusion Article of the 2001 Collective Bargaining Agreement
Applies to: Pacific Bell X
Nevada Bell X
ASI X
SBC Services, Inc. X
SBC Telecom, Inc. X
PB Home Entertainment X

Communications Workers of America
Agreed: James B. Gordon
Area Director CWA - District 9
Date: 3/23/01

The Companies
Agreed: James K. Beck
Vice President - Labor Relations
Date: 3/23/01
This Memorandum of Agreement confirms our understanding that it would be beneficial for an employee to be able to initiate a request for a temporary assignment, subject to Management approval. Such temporary assignment would incur no cost to the Companies and must have final approval from the Companies and the Union. Therefore, the Companies and the Union agree to the following:

An employee, or the Local Union on an employee’s behalf, may initiate a request to the employee’s supervisor to be temporarily assigned to a different work location for humanitarian reasons. When such request is made, Management will contact the Local Union to discuss the request and reach an agreement on the terms of such temporary assignment.

The local agreement will contain the period of the temporary assignment, which may be extended by agreement of a Labor Relations Associate Director and a District 9 CWA Representative. Employee-initiated temporary assignments will not cause the Companies to incur any contractual costs such as relocation, per diem, mileage reimbursement, etc. All local agreements must be approved by the Labor Relations and District 9 Representative referred to above.

The entire process, from the time the employee or Local Union initiates the request until a decision is made by Labor Relations and District 9, will normally take no more than three (3) business days.

Neither this process nor the actual terms of the temporary assignment will be subject to the grievance and arbitration procedure.

This Memorandum of Agreement may be cancelled by either party with thirty (30) days written notice. If this Memorandum of Agreement is cancelled, any temporary loans in place would be allowed to continue to the ending date contained in the local agreement.
MEMORANDUM OF AGREEMENT

EMPLOYEE INITIATED TEMPORARY ASSIGNMENTS

Effective Date: With ratification

Termination Date: With the Conclusion Article of the 2001 Collective Bargaining Agreement

Applies to:

- Pacific Bell  X  SBC Services, Inc.  X
- Nevada Bell  X  SBC Telecom, Inc.  X
- ASI  X  PB Home Entertainment

Communications Workers of America

Agreed: James B. Gordon
          Area Director CWA - District 9

Date:  3/23/01

The Companies

Agreed: James K. Beck
        Vice President - Labor Relations

Date:  3/23/01
MEMORANDUM OF AGREEMENT

FLEXTIME

The Companies and the Union agree that Local Management and the Local Union may establish a Flextime Work Schedule Procedure in accordance with the following:

- The Companies or the Local Union may initiate a discussion regarding a Flexible Work Schedule Procedure.

- Where there is mutual agreement the parties will jointly develop the flextime procedure.

- Flextime schedules are limited to the same calendar day and to scheduled hours of work in that calendar day. For employees on a four-ten schedule flextime schedules are limited to the same calendar day and to ten (10) hours of work in that calendar day.

- Flextime is intended to allow for unexpected situations and is not intended to circumvent the attendance policy.

- In those locations where employees are required to fill out time sheets, all schedule variations must be posted on their time sheets.

- Flextime arrangements cannot create a premium/differential pay opportunity/obligation.

- An employee’s shift will not change as a result of flextime.

  - Local agreements must be in writing.

  - The parties to any Local agreements will include a provision for either party to cancel the Local agreement with written notice.

- Prior to implementation, the Company and Union Bargainers must approve all Local Agreements.

  - Neither the local Flextime Agreement nor any procedure that the parties establish regarding Flextime will be subject to the grievance or arbitration process.
MEMORANDUM OF AGREEMENT
FLEXTIME

The parties to any local agreements do not have the authority to establish a procedure that violates any provision of the collective bargaining agreement. Should it later be determined that a locally agreed procedure is, in fact, a violation of the collective bargaining agreement, the Companies will not incur any liability for that violation.

This agreement is not subject to the grievance or arbitration process and may be canceled by either party with thirty (30) days written notice.

Effective Date: With ratification
Termination Date: With the Conclusion Article of the 2001 Collective Bargaining Agreement

Applies to:

<table>
<thead>
<tr>
<th>Company</th>
<th>X</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific Bell</td>
<td>X</td>
</tr>
<tr>
<td>Nevada Bell</td>
<td>X</td>
</tr>
<tr>
<td>ASI</td>
<td>X</td>
</tr>
<tr>
<td>SBC Services, Inc.</td>
<td>X</td>
</tr>
<tr>
<td>SBC Telecom, Inc.</td>
<td>X</td>
</tr>
<tr>
<td>PB Home Entertainment</td>
<td>X</td>
</tr>
</tbody>
</table>

Communications Workers of America

Agreed: James B. Gordon
Area Director CWA - District 9
Date: 3/23/01

The Companies

Agreed: James K. Beck
Vice President - Labor Relations
Date: 3/23/01
TO: Thom Matson BCS, Michael Hartigan Local 9400, Nadine Cox Local 9408, Mary Hicks Local 9505, Nita Moreno Local 9510, Judith Beal Local 9509

CC: Barbara Noonan, Dana Crews

Date: June 27, 2001

Attached please find copies of the BCS Local Flextime agreements that have been approved by the Company and Union Bargainers. As a reminder, the approving authority exercises the 30-day cancellation provision contained in the agreements. Therefore any request to cancel these agreements needs to be directed to Labor Relations or CWA District 9.

Sue Crutcher
Executive Director
Labor Relations

James B. Gordon
Area Director
CWA District 9
June 26, 2001

Sue Cratcher
Executive Director - Labor Relations
SBC Services Inc.
2600 Camino Ramon, Rm. 2N050
San Ramon, CA 94583

Dear Sue,

Attached please find the following Tardy Flextime Agreements for BSC:

Local Tardy Flextime Agreement - Torrance II VASC, South VASC
Effective date July 1, 2001
Thom Matson & Michael Hartigan, President. CWA 9400

Local Tardy Flextime Agreement - Torrance I VASC, South VASC
Effective date July 1, 2001
Thom Matson & Michael Hartigan, President, CWA 9400

Local Tardy Flextime Agreement - San Ramon VASC
Effective date July 1, 2001
Thom Matson & Michael Hartigan, President CWA 9400

Local Tardy Flextime Agreement - Fresno, Select Accounts Center (SAC)
Effective date of June 1, 2001 to November 30, 2001 - modified to July 1, 2001 to December 31, 2001
Thom Matson & Nadine Cox, President. CWA 9408

Local Tardy Flextime Agreement - Alhambra VASC, South VASC
Effective date of June 1, 2001 to November 30 - modified to July 1, 2001 to December 31, 2001.
Thom Matson & Mary Hicks, CWA President Local 9505

Local Tardy Flextime Agreement - Tustin VASC, South VASC
Effective June 1, 2001 to November 30, 2001 - modified to July 1, 2001 to December 31, 2001.
Thom Matson & Nita Moreno, CWA President Local 9510

Local Tardy Flextime Agreement - San Diego Select Accounts Center (SAC)
Effective June 1, 2001 to November 30, 2001 - modified to July 1, 2001 to December 31, 2001.
Thom Matson & Judy Beal, CWA President Local 9509

BCS and the Local Unions have been working on the agreements since the beginning of May and have now reached agreement and obtained the appropriate signatures at the local level. We are forwarding the agreements to you for your approval. The effective dates for all of the agreements are July 1, 2001.

Sincerely,

[Signature]

Barbara Noonan
HR Gen./Labor Manager, BCS
LOCAL Tardy FLEXTIME AGREEMENT

Local Tardy Flextime Agreement – Torrance II VASC, South Valued Accounts Sales Center (S VASC) – Valued Accounts, BCS

Memorandum of Agreement (MOA) #01-15 regarding Flextime allows local Management and the Union (CWA) to establish Flextime work schedule Procedures in accordance with the following bargained guidelines:

1. An employee’s shift will not change as a result of flextime.
2. This program cannot create a premium/differential pay opportunity/obligation.
3. This agreement will be in writing.
4. Either CWA or Management can cancel this local agreement with a thirty day written notice.
5. This agreement will not be subject to the grievance or arbitration process.
6. Prior to implementation, this agreement must be approved by Company and Union Bargainers.

How the Torrance II VASC Local Tardy Flextime Program Works:

1. Employees can Flex their start time in the morning by up to 29 minutes with approval immediately upon arrival. This program requires that the Flextime option be used on the same day as the change in start time.
2. Actual Flextime increments can be worked during an employee’s lunch period (if the lunch period is more than one half-hour) or at the end of their tour.
3. The time must be made up utilizing 15-minute increments. The employee must use a start time at the quarter hour.

The following is an example of how this would work:

An employee has an emergency situation that causes them to be 10 minutes late. Their tour would normally start at 8:00 a.m. They choose to use the Flextime agreement and alert the “In Charge” that they would like to participate. They will then start work at 8:15 and make-up 15 minutes during their lunch hour, providing the employee has a one hour lunch, or at the end of their tour that same day.

4. In order to take advantage of this program, the employee must inform the local In-charge “immediately” upon arrival that they want to utilize the Tardy Flextime option. Failure to notify the In-charge “immediately” of the desire to use the Tardy Flextime option will be attendance affecting.
5. By electing to use the Tardy Flextime option for a specific tardy that falls under the Flextime guidelines, that tardy will not be reflected on their attendance record.

6. An employee can utilize this program a maximum of 12 times during the course of a one year period.

Eligibility:

All CWA represented employees in the Torrance II VASC are eligible.

Torrance II VASC Management and CWA Local jointly recommend the Flextime Agreement be implemented in the office listed below:

Valued Accounts Sales Center
CWA Local 9400    Torrance II VASC    21281 S. Western Ave., Rm 200 Torrance

Communication of the Local Agreement
This Flextime agreement will be communicated to all CWA represented employees in the above listed office jointly by CWA and local Management.

Administration
This Flextime agreement will be administered by the Torrance II VASC organization.

The effective date of the Tardy Flextime Agreement will be July 1, 2001. Either party may cancel this agreement at any time with 30 days written notice.

Agreed ___________________________ Date: 6-5-01
Michael Hartranft, CWA Local 9400 President

Agreed ___________________________ Date: 6-11-01
Tom Matson, Sales Vice President, Valued Accounts

Approved ___________________________ Date: 6/07/01
Sue Crutcher, Executive Director, Labor Relations

Approved ___________________________ Date: 6/07/01
James B. Gordon, Jr., Area Director, CWA District 9
LOCAL Tardy FLEXTIME AGREEMENT

Local Tardy Flextime Agreement – Torrance I VASC, South Valued Accounts Sales Center (5 VASC) – Valued Accounts, BCS

Memorandum of Agreement (MOA) #01-15 regarding Flextime allows local Management and the Union (CWA) to establish Flextime work schedule Procedures in accordance with the following bargained guidelines:

1. An employee’s shift will not change as a result of flextime.
2. This program cannot create a premium/differential pay opportunity/obligation.
3. This agreement will be in writing.
4. Either CWA or Management can cancel this local agreement with a thirty day written notice.
5. This agreement will not be subject to the grievance or arbitration process.
6. Prior to implementation, this agreement must be approved by Company and Union Bargainers.

How the Torrance I VASC Local Tardy Flextime Program Works:

1. Employees can Flex their start time in the morning by up to 29 minutes with approval immediately upon arrival. This program requires that the Flextime option be used on the same day as the change in start time.
2. Actual Flextime increments can be worked during an employee’s lunch period (if the lunch period is more than one half-hour) or at the end of their tour.
3. The time must be made up utilizing 15-minute increments. The employee must use a start time at the quarter hour.

The following is an example of how this would work:

An employee has an emergency situation that causes them to be 10 minutes late. Their tour would normally start at 8:00 a.m. They choose to use the Flextime agreement and alert the “In Charge” that they would like to participate. They will then start work at 8:15 and make-up 15 minutes during their lunch hour, providing the employee has a one hour lunch, or at the end of their tour that same day.

4. In order to take advantage of this program, the employee must inform the local In-charge “immediately” upon arrival that they want to utilize the Tardy Flextime option. Failure to notify the In-charge “immediately” of the desire to use the Tardy Flextime option will be attendance affecting.
5. By electing to use the Tardy Flextime option for a specific tardy that falls under the Flextime guidelines, that tardy will not be reflected on their attendance record.

6. An employee can utilize this program a maximum of 12 times during the course of a one year period.

**Eligibility:**

All CWA represented employees in the Torrance I VASC are eligible.

Torrance I VASC Management and CWA Local jointly recommend the Flextime Agreement be implemented in the office listed below:

Valued Accounts Sales Center  
CWA Local 9400  
Torrance I VASC  
21281 S. Western Ave., Rm 100 Torrance

**Communication of the Local Agreement**

This Flextime agreement will be communicated to all CWA represented employees in the above listed office jointly by CWA and local Management.

**Administration**

This Flextime agreement will be administered by the Torrance I VASC organization.

The effective date of the Tardy Flextime Agreement will be July 1, 2001. Either party may cancel this agreement at any time with 30 days written notice.

**Agreed**  
Michael Hartigan, CWA Local 9400 President  
Date: 6-5-01

**Agreed**  
Thom Matson, Sales Vice President, Valued Accounts  
Date: 6-11-2001

**Approved**  
Sue Crotcher, Executive Director, Labor Relations  
Date: 6/27/01

**Approved**  
James B. Gordon, Jr., Area Director, CWA District 9  
Date: 6/27/01
LOCAL Tardy FLEXTIME AGREEMENT

Local Tardy Flextime Agreement – San Ramon Valued Accounts
Sales Center
(BCS)

Memorandum of Agreement (MOA) #01-15 regarding Flextime allows local Management and the Union (CWA) to establish Flextime work schedule Procedures in accordance with the following bargained guidelines:

1. An employee's shift will not change as a result of flextime.
2. This program cannot create a premium/differential pay opportunity/obligation.
3. This agreement will be in writing.
4. Either CWA or Management can cancel this local agreement with a thirty day written notice.
5. This agreement will not be subject to the grievance or arbitration process.
6. Prior to implementation, this agreement must be approved by Company and Union Bargainers.

How the San Ramon Valued Accounts Sales Center BCS Local Tardy Flextime Program Works:

1. Employees can Flex their start time in the morning by up to 29 minutes with approval immediately upon arrival. This program requires that the Flextime option be used on the same day as the change in start time.
2. Actual Flextime increments can be worked during an employee's lunch period (if the lunch period is more than one half-hour) or at the end of their tour.
3. The time must be made up utilizing 15-minute increments. The employee must use a start time at the quarter hour.

The following is an example of how this would work:

An employee has an emergency situation that causes them to be 10 minutes late. Their tour would normally start at 8:00 a.m. They choose to use the Flextime agreement and alert the "In Charge" that they would like to participate. They will then start work at 8:15 and make-up 15 minutes during their lunch hour, providing the employee has a one hour lunch, or at the end of their tour that same day.

4. In order to take advantage of this program, the employee must inform the local In-charge "immediately" upon arrival that they want to utilize the Tardy Flextime option. Failure to notify the In-charge "immediately" of the desire to use the Tardy Flextime option will be attendance affecting.
5. By electing to use the Tardy Flextime option for a specific tardy that falls under the Flextime guidelines, that tardy will not be reflected on their attendance record.

6. An employee can utilize this program a maximum of 12 times during the course of a one year period.

Eligibility:

All CWA represented employees in the San Ramon Valued Accounts Sales Center are eligible.

Valued Accounts Sales Center BCS Management and CWA Local jointly recommend the Flextime Agreement be implemented in the office listed below:

Valued Accounts Sales Center
CWA Local 9400    San Ramon VASC    3401 Crow Canyon Rd., San Ramon

Communication of the Local Agreement
This Flextime agreement will be communicated to all CWA represented employees in the above listed office jointly by CWA and local Management.

Administration
This Flextime agreement will be administered by the San Ramon Valued Accounts Sales Center organization.

The effective date of the Tardy Flextime Agreement will be July 1, 2001. Either party may cancel this agreement at any time with 30 days written notice.

Agreed
Michael Hartigan, CWA Local 9400 President

Agreed
Thom Matson, Sales Vice President, Valued Accounts

Approved
Sue Grifith, Executive Director, Labor Relations

Approved
James B. Gordon, Jr., Area Director, CWA District 9

Date: 6-5-01
Date: 6-13-2001
Date: 6/27/01
LOCAL Tardy FLEXTIME AGREEMENT

Local Tardy Flextime Agreement – Fresno Select Accounts Center (BCS)

Memorandum of Agreement (MOA) #01-15 regarding Flextime allows local Management and the Union (CWA) to establish Flextime work schedule procedures in accordance with the following bargained guidelines:

1. An employee's shift will not change as a result of flextime.
2. This program cannot create a premium/differential pay opportunity/obligation.
3. This agreement will be in writing.
4. Either CWA or Management can cancel this local agreement with a thirty day written notice.
5. This agreement will not be subject to the grievance or arbitration process.
6. Prior to implementation, this agreement must be approved by Company and Union Bargainers.

How the Fresno Select Accounts Center BCS Local Tardy Flextime Program Works:

1. Employees can Flex their start time in the morning by up to 20 minutes with approval immediately upon arrival. This program requires that the Flextime option be used on the same day as the change in start time.
2. Actual Flextime increments can be worked during an employee's lunch period (if the lunch period is more than one half-hour) or at the end of their tour.
3. The time must be made up utilizing 15-minute increments. The employee must use a start time at the quarter hour.

The following is an example of how this would work:

An employee has an emergency situation that causes them to be 10 minutes late. Their tour would normally start at 8:00 a.m. They choose to use the Flextime agreement and alert the “In Charge” that they would like to participate. They will then start work at 8:15 and make-up 15 minutes during their lunch hour that day. They choose to keep their lunch start time the same at 12:30 p.m. However, by using this program, they will now need to return from lunch at 1:15 p.m.

4. In order to take advantage of this program, the employee must inform the local In-charge “immediately” upon arrival that they want to utilize the Tardy Flextime option. Failure to notify the In-charge “immediately” of the desire to use the Tardy Flextime option will be attendance affecting.
5. By electing to use the Tardy Flextime option for a specific tardy that falls under the Flextime guidelines, that tardy will not be reflected on their attendance record.

6. An employee can utilize this program a maximum of six times during the period of this trial agreement from June 1, 2001 to November 30, 2001.

Eligibility:

All CWA represented employees in the Fresno Select Accounts Center are eligible.

Fresno Select Accounts Center BCS Management and CWA Local jointly recommend the Flextime Agreement be implemented in the office listed below:

Fresno Select Accounts Center
CWA Local 9408  Fresno Select Accounts Center  5555 E. Olive Ave. Flr A315, Fresno

Communication of the Local Agreement
This Flextime agreement will be communicated to all CWA represented employees in the above listed office jointly by CWA and local Management.

Administration
This Flextime agreement will be administered by the Fresno Select Accounts Center organization.

The effective date for the commencement of this trial Tardy Flextime program is June 1, 2001. The termination date of the program will be November 30, 2001. The program may continue beyond November 30, 2001 if there is mutual agreement by local Management and the Union. Either party may cancel the program at any time during this trial period with 30 days written notice.

Recommended: Nadine Cox
(CWA Local 9408-Nadine Cox)

Date: 5-29-01

Recommended: [Signature]

Nomination, Sales Vice President, Valued Accounts

Date: 5-29-2001

Agreed: [Signature]

Sue Center, Executive Director Labor Relations

Date: 6/27/01

Agreed: [Signature]

James R. Gerson, Jr., Area Director, CWA District 9

Date: 6/27/01
LOCAL Tardy FLEXTIME AGREEMENT

Local Tardy Flextime Agreement – Alhambra VASC, South Valued Accounts Sales Centers (S VASC) – Valued Accounts, BCS

Memorandum of Agreement (MOA) #01-15 regarding Flextime allows local Management and the Union (CWA) to establish Flextime work schedule procedures in accordance with the following bargained guidelines:

1. An employee's shift will not change as a result of flextime.
2. This program cannot create a premium/differential pay opportunity/obligation.
3. This agreement will be in writing.
4. Either CWA or Management can cancel this local agreement with a thirty day written notice.
5. This agreement will not be subject to the grievance or arbitration process.
6. Prior to implementation, this agreement must be approved by Company and Union Bargainers.

How the Alhambra VASC Local Tardy Flextime Program Works:

1. Employees can flex their start time in the morning by up to 29 minutes with approval immediately upon arrival. This program requires that the Flextime option be used on the same day as the change in start time.
2. Actual Flextime increments can be worked during an employee's lunch period (if the lunch period is more than one half-hour) or at the end of their tour.
3. The time must be made up utilizing 15-minute increments. The employee must use a start time at the quarter hour.

The following is an example of how this would work:

An employee has an emergency situation that causes them to be 10 minutes late. Their tour would normally start at 8:00 a.m. They choose to use the Flextime agreement and alert the "In Charge" that they would like to participate. They will then start work at 8:15 and make-up 15 minutes during their lunch hour that day. They choose to keep their lunch start time the same at 12:30 p.m. However, by using this program, they will now need to return from lunch at 1:15 p.m.

4. In order to take advantage of this program, the employee must inform the local in-charge "immediately" upon arrival that they want to utilize the Tardy Flextime option. Failure to notify the in-charge "immediately" of the desire to use the Tardy Flextime option will be attendance affecting.
5. By electing to use the Tardy Flextime option for a specific tardy that falls under the Flextime guidelines, that tardy will not be reflected on their attendance record.  
6. An employee can utilize this program a maximum of six times during the period of this trial agreement from June 1, 2001 to November 30, 2001.  

Eligibility:  
All CWA represented employees in the Alhambra VASC are eligible.  
Alhambra VASC Management and CWA Local 9505 jointly recommend the Flextime Agreement be implemented in the office listed below.  
S VASC  
CWA Local 9505  
Alhambra VASC  
500 E. Main St, Rm. 300, Alhambra  

Communication of the Local Agreement  
This Flextime agreement will be communicated to all CWA represented employees in the above listed office jointly by CWA and local Management.  

Administration  
This Flextime agreement will be administered by the Alhambra VASC organization.  
The effective date for the commencement of this trial Tardy Flextime program is June 1, 2001. The termination date of the program will be November 30, 2001. The program may continue beyond November 30, 2001 if there is mutual agreement by local Management and the Union. Either party may cancel the program at any time during this trial period with 30 days written notice.  

Recommended  
Mary Hicks, President, CWA Local 9505  
Date: 5-30-01  

Recommended  
Tom Maseon, Sales Vice President, Valued Accounts  
Date: 5-30-01  

Agreed:  
Sue Crucker, Executive Director, Labor Relations  
Date: 6/7/01  

Agreed:  
James B. Gordon, Jr., Area Director, CWA District 9  
Date: 6/7/01
LOCAL Tardy FLEXTIME AGREEMENT

Local Tardy Flextime Agreement – Tustin VASC, South Valued Accounts Sales Centers (S VASC) – Valued Accounts, BCS

Memorandum of Agreement (MOA) #01-15 regarding Flextime allows local Management and the Union (CWA) to establish Flextime work schedule procedures in accordance with the following bargained guidelines:

1. An employee's shift will not change as a result of flextime.
2. This program cannot create a premium/differential pay opportunity/obligation.
3. This agreement will be in writing.
4. Either CWA or Management can cancel this local agreement with a thirty day written notice.
5. This agreement will not be subject to the grievance or arbitration process.
6. Prior to implementation, this agreement must be approved by Company and Union Bargainers.

How the Tustin VASC Local Tardy Flextime Program Works:

1. Employees can Flex their start time in the morning by up to 29 minutes with approval immediately upon arrival. This program requires that the Flextime option be used on the same day as the change in start time.
2. Actual Flextime increments can be worked during an employee's lunch period (if the lunch period is more than one half-hour) or at the end of their tour.
3. The time must be made up utilizing 15-minute increments. The employee must use a start time at the quarter hour.

The following is an example of how this would work:

An employee has an emergency situation that causes them to be 10 minutes late. Their tour would normally start at 8:00 a.m. They choose to use the Flextime agreement and alert the "In Charge" that they would like to participate. They will then start work at 8:15 and make-up 15 minutes during their lunch hour that day. They choose to keep their lunch start time the same at 12:30 p.m. However, by using this program, they will now need to return from lunch at 1:15 p.m.

4. In order to take advantage of this program, the employee must inform the local In-charge "immediately" upon arrival that they want to utilize the Tardy Flextime option. Failure to notify the In-charge "immediately" of the desire to use the Tardy Flextime option will be attendance affecting.
5. By electing to use the Tardy Flextime option for a specific tardy that falls under the Flextime guidelines, that tardy will not be reflected on their attendance record.

6. An employee can utilize this program a maximum of six times during the period of this trial agreement from June 1, 2001 to November 30, 2001.

Eligibility:

All CWA represented employees in the Tustin VASC are eligible.

Tustin VASC Management and CWA Local 9510 jointly recommend the Flextime Agreement be implemented in the office listed below:

S. VASC
CWA Local 9510  Tustin VASC  1472 Edinger, Rm 2200, Tustin

Communication of the Local Agreement
This Flextime agreement will be communicated to all CWA represented employees in the above listed office jointly by CWA and local Management.

Administration
This Flextime agreement will be administered by the Tustin VASC organization.

The effective date for the commencement of this trial Tardy Flextime program is June 1, 2001. The termination date of the program will be November 30, 2001. The program may continue beyond November 30, 2001 if there is mutual agreement by local Management and the Union. Either party may cancel the program at any time during this trial period with 30 days written notice.

Recommended: [Signature]
Nita Moreno, President, CWA Local 9510
Date: 5-25-01

Recommended: [Signature]
Thom Mason, Sales Vice President, Valued Accounts
Date: 5-30-2001

Agreed: [Signature]
Sue Gable, Executive Director, Labor Relations
Date: 6/27/01

Agreed: [Signature]
James B. Grenady, Jr., Area Director, CWA District 9
Date: 6/27/01
LOCAL Tardy FLEXTIME AGREEMENT

Local Tardy Flextime Agreement
San Diego Select Accounts Center (BCS)

Memorandum of Agreement (MOA) #01-15 regarding Flextime allows local Management and the Union (CWA) to establish Flextime work schedule procedures in accordance with the following bargained guidelines:

1. An employee's shift will not change as a result of flextime.
2. This program cannot create a premium/differential pay opportunity/obligation.
3. This agreement will be in writing.
4. Either CWA or Management can cancel this local agreement with a thirty day written notice.
5. This agreement will not be subject to the grievance or arbitration process.
6. Prior to implementation, this agreement must be approved by Company and Union Bargainers.

How the San Diego Select Accounts Center's BCS Local Tardy Flextime Program Works:

1. Employees can Flex their start time in the morning by up to 29 minutes with approval immediately upon arrival. This program requires that the Flextime option be used on the same day as the change in start time.
2. Actual Flextime increments can be worked during an employee's lunch period (if the lunch period is more than one half-hour) or at the end of their tour.
3. The time must be made up utilizing 15-minute increments. The employee must use a start time at the quarter hour.

The following is an example of how this would work:

An employee has an emergency situation that causes them to be 10 minutes late. Their tour would normally start at 8:00 a.m. They choose to use the Flextime agreement and alert the "In Charge" that they would like to participate. They will then start work at 8:15 and make-up 15 minutes during their lunch hour that day. They choose to keep their lunch start time the same at 12:30 p.m. However, by using this program, they will now need to return from lunch at 1:15 p.m.

4. In order to take advantage of this program, the employee must inform the local In-charge "immediately" upon arrival that they want to utilize the Tardy Flextime option. Failure to notify the In-charge "immediately" of the desire to use the Tardy Flextime option will be attendance affecting.
5. By electing to use the Tardy Flextime option for a specific tardy that falls under the Flextime guidelines, that tardy will not be reflected on their attendance record.
6. An employee can utilize this program a maximum of six times during the period of this trial agreement from June 1, 2001 to November 30, 2001.
Eligibility:

All CWA represented employees in the San Diego Select Accounts Center are eligible.

San Diego Select Accounts Center's BCS Management and CWA Local jointly recommend the Flextime Agreement be implemented in the office listed below:

San Diego Select Accounts Center
CWA Local 9509   San Diego SAC    7337 Trade St. Room 4700, San Diego

Communication of the Local Agreement
This Flextime agreement will be communicated to all CWA represented employees in the above listed office jointly by CWA and local Management.

Administration
This Flextime agreement will be administered by the San Diego Select Accounts Center organization.

The effective date for the commencement of this trial Tardy Flextime program is June 1, 2001. The termination date of the program will be November 30, 2001. The program may continue beyond November 30, 2001 if there is mutual agreement by local Management and the Union. Either party may cancel the program at any time during this trial period with 30 days written notice.

Recommended  

Date: 5-25-01

(CWA Local 9509-President)

Recommended

Date: 6-6-2001

Thom Matson, Sales Vice President, Valued Accounts

Agreed:

Date: 6-27-01

Sue Cretcher, Executive Director, Labor Relations

Agreed:

Date: 6-27-01

James B. Gordon, Jr., Area Director, CWA District 9
ELIMINATE FORCE FREEZES, FORCE LIMITATIONS & METERING

1. Before implementing any force limitation, the Companies will give the affected Union Local(s) and District 9 fourteen calendar days advance notice during which time the Union Local(s) and the principle managers in the Officer organization planning to implement the force limitation will meet to discuss the need for the force limitation. In addition, the Officer of the impacted organization will notify the Local(s) and District 9 in writing. The notification will contain the following:

- Organization name
- Title(s) affected
- Location(s)
- Start date and end date of the force limitation
- Rationale for the force limitation
- Action plan to resolve the force limitation

It is understood, however, that this agreement does not prejudice the Companies’ right to implement the force limitation at the end of the 14-calendar day period.

2. Each request for a force limitation must be accompanied by a plan designed to return the affected group to an unrestricted flow of transfers. The Business Unit Officer will periodically review the progress being made toward resolution of the situation and notify the affected Union Local(s) and District 9 on a quarterly basis.

Effective Date: With ratification
Termination Date: With the Conclusion Article of the 2001 Collective Bargaining Agreement

Applies to: Pacific Bell X
Nevada Bell X
ASI X

Communications Workers of America
Agreed:
James B. Gordon
Area Director CWA - District 9
Date: 3/23/01

The Companies
Agreed:
James K. Back
Vice President - Labor Relations
Date: 3/23/01
MEMORANDUM OF AGREEMENT

JOINT HEALTH & DISABILITY BENEFITS COMMITTEE

The Companies and the Union agree to:

- Establish a Joint Health and Disability Benefits Committee
- Cancel Memoranda of Agreement 92-18 and 95-22

The Committee will:

- Consist of up to four representatives appointed by CWA, including a representative from District 9, and up to four representatives appointed by the Companies, including at least one representative from Benefits;
- Be kept informed and make recommendations regarding benefit administrative practices and procedures;
- Be kept informed of potential vendor changes;
- Provide input regarding vendor selection criteria;
- Be kept informed and make recommendations regarding health and disability dispute/appeal processes;
  - This will include reviewing the results of the third party medical opinion trial conducted under MOA 95-22, in light of disability plan administration changes;
- Be kept informed and make recommendations regarding employee assistance referral procedures, (such as coordination and cooperation between the Union's Member Assistance Program and the Companies' Employee Assistance Program);
- Be kept informed and make recommendations regarding alternative managed care choices.

The Committee may appoint ad hoc members and invite guest speakers for particular subjects, as warranted. The Committee may also appoint task forces (not necessarily composed of Committee members) to research issues and alternatives. The Committee will develop a charter in advance for each task force. Both parties will exchange agenda items for each meeting at least two weeks in advance of each meeting so that issues can be researched in depth prior to the meeting, and the Committee meetings will be conducted per the agenda items.
MEMORANDUM OF AGREEMENT

JOINT HEALTH & DISABILITY BENEFITS COMMITTEE

The Committee does not have the authority to formulate policy or enter into agreements that require collective bargaining. The Committee proceedings will not be used in lieu of the grievance or arbitration procedures or Plan claim and appeal procedures nor will they be subject to the grievance and arbitration process.

Union Representatives who are active employees of the Companies will be paid in accord with Section 3.02B of this agreement for attendance at Committee meetings.

Effective Date: With ratification
Termination Date: With the Conclusion Article of the 2001 Collective Bargaining Agreement
Applies to: Pacific Bell X Nevada Bell X ASI X SBC Services, Inc. X SBC Telecom, Inc. X PB Home Entertainment X

Communications Workers of America

Agreed: James B. Gordon
Area Director CWA - District 9
Date: 3/23/01

The Companies

Agreed: James K. Beck
Vice President - Labor Relations
Date: 3/03/01
MEMORANDUM OF AGREEMENT

OPERATOR WAGE CREDIT

This Memorandum of Agreement confirms that Affiliate Wage Credit be required, on a going forward basis only, for the titles of Operator and Translations Operator in accordance with the terms and conditions governing Affiliate Wage Credit which are contained in the guidelines attached to the Wage Credit MOA 99-11, as modified by the November 23, 1999 letter from Jim Beck to Jim Gordon.

Application of other wage credit: Experience/Training/Education, Technical Training Waived and Tight Labor Market for the titles of Operator and Translations Operator will continue to be determined by the operating department by geographic location and with department head approval.

Effective Date: April 1, 2001
Termination Date: With the Conclusion Article of the 2001 Collective Bargaining Agreement
Applies to:
- Pacific Bell: Yes
- Nevada Bell: Yes
- ASI: No
- SBC Services, Inc.: No
- SBC Telecom, Inc.: No
- PB Home Entertainment: No

Communications Workers of America
Agreed: James B. Gordon
Area Director CWA - District 9
Date: 3/23/01

The Companies
Agreed: James K. Beck
Vice President - Labor Relations
Date: 3/03/01
MEMORANDUM OF AGREEMENT

RECRUITMENT & HIRING COMMITTEE

This Memorandum of Agreement confirms our understanding regarding the establishment of a joint Recruitment and Hiring Committee.

A joint Recruitment and Hiring Committee will be established. The Committee shall consist of not more than three (3) representatives each from the Companies and the Union (to be appointed by the Companies and the Union, respectively). The Committee shall meet from time to time as required, normally on a quarterly basis. The Committee should be formed within 60 days following ratification and have their first meeting within 90 days following ratification.

The Committee shall be responsible for developing facts and recommendations regarding recruitment and hiring.

The Committee does not have the authority to formulate policy or enter into agreements that require collective bargaining. The Committee proceedings will not be used in lieu of the grievance or arbitration procedures nor will they be subject to the grievance and arbitration process.

Union Representatives will be paid in accord with Section 3.02B of this agreement for attendance at Recruitment and Hiring Committee meetings.

Effective Date: With ratification
Termination Date: With the Conclusion Article of the 2001 Collective Bargaining Agreement
Applies to: Pacific Bell ☑ Nevada Bell ☑ ASI ☑ SBC Services, Inc. ☑ SBC Telecom, Inc. ☑ PB Home Entertainment ☑

Communications Workers of America
Agreed: James B. Gordon
Area Director CWA - District 9
Date: 3/23/01

The Companies
Agreed: James K. Beek
Vice President - Labor Relations
Date: 3/23/01
MEMORANDUM OF AGREEMENT

SERVICE REPRESENTATIVE – LOCAL TEAMS

This Memorandum confirms our agreement to form Local Teams, where they do not already exist, between local management of Service Representatives and Sales and Service Representatives – Bilingual and the applicable geographic Union Locals. The number of teams within California and Nevada will be determined by mutual agreement between the Consumer Markets Group, the Business Solutions Group and the Union Locals. The Teams will be chartered to:

- Analyze and make recommendations regarding job processes and procedures
- Review and make recommendations about training development and delivery
- Review and make recommendations regarding sales and service developments
- Share insights and successes across all Local Teams

Effective Date: With ratification
Termination Date: With the Conclusion Article of the 2001 Collective Bargaining Agreement

Applies to:
- Pacific Bell: Yes
- Nevada Bell: Yes
- ASI: Yes
- SBC Services, Inc.: Yes
- SBC Telecom, Inc.: No
- PB Home Entertainment: No

Communications Workers of America

Agreed: James B. Gordon
Area Director CWA - District 9
Date: 3/23/01

The Companies

Agreed: James K. Beck
Vice President - Labor Relations
Date: 3/23/01
MEMORANDUM OF AGREEMENT

SUBCONTRACTING

The Companies prefer to have employees in the bargaining unit perform traditional telephone work. However, when the Companies determine that it is necessary to subcontract that type of work, the Companies agree to the following:

1. The Companies will provide notice to the appropriate Union Local before contracting out work when the contracting project is anticipated to last more than ninety (90) days and to discuss the reasons for the contracting.

2. To carefully consider the use of union-represented contractors to perform traditional telephone work with the understanding that the selection of any contractor is determined solely by the Companies.

3. From time to time, but no less frequently than every six (6) months, the Vice President-Labor Relations, the Business Unit Presidents, or next level of management below if the Presidential level does not exist for that organization, and the Vice President-District 9, or their designated representatives, will meet to discuss the issue of subcontracting and its impact on employees. In addition, this committee may review situations where contractors are performing traditional telephone work and the work is expected to continue long-term and discuss appropriate solutions.

4. The Vice President-Labor Relations and the Vice President-District 9 will also establish a joint committee to examine work previously performed by bargaining unit employees to determine if it would serve the interests of both parties to have the work brought back into the Companies. The joint committee should be formed within 60 days following ratification and have their first meeting within 90 days following ratification. The joint committee shall make recommendations to the Vice President-Labor Relations and the Vice President-District 9 within 90 days of holding such meeting. The Union members of the joint committee will be paid in accordance with Section 3.02B of the current collective bargaining agreement.

5. The Companies will provide the Union a monthly report regarding the contracting of bargaining unit jobs. The report will include:
   - The name of the contractor.
   - The type of jobs being contracted.
   - The estimated number of jobs being contracted.
   - The location of the contracted work.
   - The length of the contract and duration of the work at each location.
MEMORANDUM OF AGREEMENT

SUBCONTRACTING

Any claims of non-compliance with the terms of this Agreement may be immediately escalated, in writing, to the National Union's Area Director and Labor Relations Executive Director. If they are unable to resolve the issue, the Union may, within thirty (30) calendar days of the escalation, notify the Company of their intent to arbitrate issues of non-compliance with this Agreement.

Effective Date: With ratification
Termination Date: With the Conclusion Article of the 2001 Collective Bargaining Agreement
Applies to:
Pacific Bell  X  SBC Services, Inc.  X
Nevada Bell  X  SBC Telecom, Inc.  X
ASI  X  PB Home Entertainment  X

Communications Workers of America  The Companies
Agreed:  Agreed:
James B. Gordon  James K. Beck
Area Director CWA - District 9  Vice President - Labor Relations
Date: 3/23/01  Date: 3/03/01
MEMORANDUM OF AGREEMENT

Deduction Priorities & Retroactive Union Dues Collection

This will confirm our understanding that effective June 1, 1981 the Company will change its payroll practices, where necessary, to provide that when there are insufficient funds to cover all deductions, then deductions for Union dues and deductions for allotments to the Savings and Security Plan, respectively, shall have priority over all authorized deductions except those required by law and authorized deductions for insurance.

The company will make a monthly attempt to collect all previously missed Union dues deductions.

Effective date/language:

Upon the ratification of the Contract.

Termination date/language:

This Memorandum of Agreement will be subject to termination in accordance with the Conclusion Article of the currently effective collective bargaining agreement between Pacific Bell/Nevada Bell.

Coverage:

Pacific Bell  X  SBC Telecom Inc.  X
Nevada Bell  X  PB Home Entertainment  X
SBC Services Inc.  X  ASI

Original MOA 81-1 signed June 1, 1981

Communications Workers of America  The Companies

Agreed:  Agreed:
James B. Gordon  Sue Crutcher  
Area Director, CWA - District 9  Executive Director-Labor Relations

Date:  Date:
2/23/81  2/23/81
MEMORANDUM OF AGREEMENT

Assignment of Work Locations to Exchanges

This Memorandum of Agreement clarifies our understanding of the assignment of company work locations to headquarters/exchanges.

The company and the union agree that:

1) As stated in the 2001 Collective Bargaining Agreement, headquarters is defined as a CPUC base rate exchange (exchange).

2) Assignment of an exchange will be based on PREMIS database information. PREMIS contains CPUC approved exchange assignments for wire centers serving each work location.

3) Existing work location exchange assignments will be changed in the payroll system based on audit results (Attachment 1) that revealed inconsistencies with PREMIS. No change will impact wage zone or CWA local representation.

Communications Workers of America

Agreed: [Signature]  
James B. Gordon Jr.  
Administrative Assistant to the VP  
CWA - District 9  
Date: 9/17/02

The Companies

Agreed: [Signature]  
Sue Crutcher  
Vice President-Labor Relations  
Date: 9/17/02
### Work Locations

<table>
<thead>
<tr>
<th>#</th>
<th>Region</th>
<th>WSTREET</th>
<th>WCITY</th>
<th>OLD Exchange Name</th>
<th>Consolidate HQ</th>
<th>NEW Exchange Name</th>
<th>Consolidate HQ</th>
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<tbody>
<tr>
<td>1</td>
<td>N</td>
<td>5115 HIGH ST</td>
<td>ROCKLIN</td>
<td>AUBURN</td>
<td>Auburn</td>
<td>SOUTH PLACER</td>
<td>Auburn</td>
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<tr>
<td>2</td>
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<td>2280A SIEBRA MEADOWS DR</td>
<td>ROCKLIN</td>
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<td>Auburn</td>
<td>SOUTH PLACER</td>
<td>Auburn</td>
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<tr>
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<td>CLOVIS</td>
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<td>Fresno</td>
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<td>5</td>
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<td>MARTINEZ</td>
<td>CONCORD</td>
<td>Concord</td>
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<td>Concord</td>
</tr>
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<td>6</td>
<td>N</td>
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<td>SAN RAMON</td>
<td>DANVILLE</td>
<td>Concord</td>
<td>BISHOP RANCH</td>
<td>Concord</td>
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<tr>
<td>7</td>
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<td>SAN RAMON</td>
<td>DANVILLE</td>
<td>Concord</td>
<td>BISHOP RANCH</td>
<td>Concord</td>
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<td>SAN RAMON</td>
<td>DANVILLE</td>
<td>Concord</td>
<td>BISHOP RANCH</td>
<td>Concord</td>
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<td>SAN RAMON</td>
<td>DANVILLE</td>
<td>Concord</td>
<td>BISHOP RANCH</td>
<td>Concord</td>
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<td>DANVILLE</td>
<td>Concord</td>
<td>DUBLIN-SAN RAMON</td>
<td>Concord</td>
</tr>
<tr>
<td>11</td>
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<td>231 BELLVIEW STREET</td>
<td>JACKSON</td>
<td>JACKSON</td>
<td>Stockton</td>
<td>SAN ANDREAS</td>
<td>Stockton</td>
</tr>
<tr>
<td>12</td>
<td>N</td>
<td>6749 YOUNT ST</td>
<td>YOUNTVILLE</td>
<td>ST HELENA</td>
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MEMORANDUM OF AGREEMENT
Employee Discount on SBC Long Distance

The Companies and the Communications Workers of America (CWA) agree to the following regarding providing a discount on SBC Long Distance service which is in addition to and does not change any of the provisions contained in MOA 98-14:

- The Companies will provide a discount of 10 percent, which will be calculated at the end of the bill cycle, for all Long Distance charges (1+ Direct Dialed Usage, Calling Card Calls, Operator Assisted and Directory Assistance calls).

- The 10 percent discount applies to the per minute usage and any applicable monthly recurring charges for any Long Distance price plan selected.

- All charges billed by SBC Long Distance will be totaled, and then the 10 percent discount will be applied.

- The discount is available to eligible employees and retirees wherever SBCLD is offered in California and Nevada.

- This agreement replaces and therefore cancels MOA's 03-01 and 03-02.

Effective: When signed

Termination date/language: This Memorandum of Agreement will terminate in accordance with the Conclusion Article of the 2001 collective bargaining agreement between CWA and the Company.

Coverage: Pacific Bell, Nevada Bell, ASI, Pacific Bell Home Entertainment, Pacific Bell Information Service – MNG Only, SBC Services, Inc., SBC Telecom, Inc. in Las Vegas, SBC Telecom, Inc. – Network Operations

Communications Workers of America The Companies
Agreed: Agreed:
Jim Weitkamp Sue Crutcher
Assistant Vice President Vice President
CWA-District 9 SBC – Labor Relations

Date: 5-16-03 Date: 4-29-03
MEMORANDUM OF AGREEMENT

ARTICLE 2

The Company and the Communications Workers of America (Union) agree to establish a Joint Company/Union Committee.

The Joint Company/Union Committee will:

- Consist of not more than four (4) representatives from the Union and not more than four (4) representatives from the Company.
- Meet within ninety (90) days of ratification of the contract.
- From time to time, but no less frequently than every quarter, the Joint Committee will meet to discuss the issues identified below.

The objectives of the Joint Company/Union Committee include:

- Evaluate the process used to interview the employees on the job match list to confirm their skills for the purpose of identifying potential changes to the process.
- Review the skill codes found on the job briefs for the purpose of determining if the required and desired skill codes accurately reflect the requirements of the job.
- Evaluate the process used to add or delete skills codes on the job briefs for the purpose of identifying potential changes to the process.
- Identify the feasibility of having skill codes pre-populated on the resumes of employees meeting time-in-title and time-in-location requirements.

The Joint Committee is not empowered to enter into agreements modifying the Contract. The Joint Committee may make recommendations to the Bargainers.

The Union members of the Joint Committee will be paid in accordance with Section 3.02B of the current collective bargaining agreement.
MEMORANDUM OF AGREEMENT

ARTICLE 2

Effective date/language: With Ratification

Termination date/language: With expiration of the 2004 Collective Bargaining Agreement

Applies to:

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Communications Workers of America

Agreed: Jim Weitkamp
Assistant Vice President
CWA – District 9

Date: 7-21-04

The Companies

Agreed: Sue Cratcher
Vice President
Labor Relations

Date: 7-12-04
ARTICLE 2

The Companies and the Communications Workers of America (Union) agree to
the following regarding the Enhanced Surplus Reduction Offer (ESRO).

If the Companies deem it appropriate, they may elect to offer ESRO to selected
titles in a work group (see Section 2.06B1a) as a force management tool. The
Companies will notify the National Union in writing when any such offer
is made. The Companies also will, in advance of making this offer to
employees, discuss the matter with the affected Union Local(s). After
this discussion, if the Companies elect to so offer, Regular employees
may elect, in order of seniority, to leave the service of the Companies
and receive ESRO subject to the following conditions:

1. The Companies will determine the job titles and the work
locations for which the offer is to be made, the number of
employees who may accept the offer and the period during
which the employees may, if they so elect, leave the service
of the Companies. None of the determinations of the
Companies nor any part of this Memorandum of Agreement
will be subject to arbitration.

2. The number of employees who elect to leave the service of
the Companies and receive ESRO shall not exceed the
number of employees identified by the Companies on the
date of the offer to be appropriate.

3. An employee's election to leave the service of the
Companies and receive ESRO must be in writing and
transmitted to the Companies within ten (10) calendar days
including the date of the offer. The employee may designate
on the election form that the election is to be effective and
irrevocable immediately. If the employee does not so
designate, such election may not be revoked after the ten
(10) calendar day period.

The ESRO benefit will be:

- The Separation Benefit as described in Sections 2.07C, 2.07E, and 2.07F

- An additional $25,000.00.

- And twelve (12) months unlimited access to AUTS with selection status
the same as that of employees requesting changes of job titles and/or
locations (see Section 2.04B1c).
Payment options for the entire ESRO benefit, including the additional $25,000.00, are the same as stated in Section 2.07D.

At the time of reemployment with any of the Companies of SBC, a recipient of the ESRO must repay the entire unused portion of the payment as described in Sections 2.07G, 2.07H, and 2.07I. The additional $25,000.00 shall equate to 25 weeks of pay and will be added to the weeks of Separation Benefits for this purpose.

Employees who elect to leave the service of the Companies and receive ESRO will continue to receive six (6) months of continued Company paid medical, dental and vision coverage, beginning on the date of their separation, with eligibility for COBRA coverage beginning at the end of the continued Company paid coverage.

**Effective date/language:** With ratification

**Termination date/language:** With expiration of the 2004 Collective Bargaining Agreement

**Applies to:**

| Pacific Bell | X | SBC Telecom, Inc. in Las Vegas | X |
| Nevada Bell | X | PB Home Entertainment |
| SBC Services, Inc. | X | SBC Advanced Solutions, Inc. | X |
| SBC Telecom, Inc. – Network Operations | X | Pacific Bell Information Services MNG | X |

**Communications Workers of America**

Agreed: [Signature]  
Jim Weitkamp  
Assistant Vice President  
CWA – District 9  
Date: 7-29-04

**The Companies**

Agreed: [Signature]  
Sue Crutcher  
Vice President  
Labor Relations  
Date: 7-12-04
March 25, 2005

Mr. James Weitkamp  
Assistant Vice President  
District 9  
Communications Workers of America  
2870 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833-3509

Re: Enhanced Surplus Reduction Offer (ESRO) Correction – MOA #04-12

Dear Jim:

As discussed, the Enhanced Surplus Reduction Offer (ESRO) MOA language in our Joint Proposal 1 concerning an employee’s access to AUTS inadvertently stated that:

- And twelve (12) months unlimited access to AUTS with selection status the same as that of employees requesting changes of job titles and/or locations (see Section 2.04B1c)

During bargaining in 2004 the Company and the Union agreed that this access should be for eighteen (18) months. Attached is a revised ESRO MOA correcting this matter. If you agree please sign below and we will attach this letter to MOA #04-12.

Sincerely,

[Signature]

Agreed:  
Jim Weitkamp  
Assistant Vice President  
CWA-District 9

Date: 5-18-05

Attachment
MEMORANDUM OF AGREEMENT
AUTS DISPUTE RESOLUTION COMMITTEE

AUTS Dispute Resolution Committee:
Pacific Bell/Nevada Bell, SBC Telecom, Inc. in Las Vegas, Nevada, SBC Telecom, Inc.-
Network Operations, SBC Advanced Solutions, Inc., SBC Services, Inc., Pacific Bell
Information Services Maintenance Notification Group, and Pacific Bell Home
Entertainment, (Companies) and the Communications Workers of America (Union) agree
to establish an AUTS Dispute Resolution Committee (ADRC) to handle AUTS disputes
as they arise. The membership of the ADRC will include:

- One (1) single point of contact for the Union in Northern California and one (1)
single point of contact for the Union in Southern California
- One (1) single point of contact for the Companies’ Staffing organization
- One (1) single point of contact for each Company organizations’ entity as determined
  by the Companies.

In addition a District 9 Staff contact and Labor Relations Staff contact will be identified
to the ADRC for consultation and advice and counsel.

The ADRC dispute resolutions process will follow the attached flow chart. A dispute
resolution form will be developed by the ADRC.

Time spent by the Union ADRC single points of contact will be paid for as described in
Section 3.2 of the current contract.

Agreements made by the ADRC will not prejudice the position of either the Companies
or the Union and will not be cited in any other proceeding. Such agreements will not be
subject to the grievance and arbitration procedures.

Disputes not resolved by the ADRC will be handled as described in the current contract.

This Memorandum of Agreement shall be effective upon signing and shall terminate with
the conclusion Article of the 2004 Contract.

Communications Workers of America

Agreed:  [Signature]
Assistant-Vice President
CWA District 9

Companies

Agreed:  [Signature]
Vice President - Labor Relations

Date:  3-24-05

Date:  3-24-05
MEMORANDUM OF AGREEMENT
MILITARY LEAVE OF ABSENCE

This Memorandum of Agreement confirms the parties’ understanding regarding the pay and benefits treatment to be afforded CWA represented employees in the following Companies: Pacific Bell, Nevada Bell, SBC Telecom, Inc. in Las Vegas, Nevada, SBC Telecom, Inc. - Network Operations, SBC Advanced Solutions, Inc., SBC Services, Inc., Pacific Bell Information Services Maintenance Notification Group and Pacific Bell Home Entertainment who are called up emergency duty associated with disaster relief efforts by a State Government and placed on an SBC Military Leave of Absence (for those not called to Involuntary Active Duty by Presidential Executive Order).

The following provisions will be effective August 29, 2005 for such employees and will supersede any contrary agreements or policies concerning military pay allowances and benefit coverages otherwise applicable to employees on Military Leave of Absence (for those not called to Involuntary Active Duty by Presidential Executive Order).

- While on this Military Leave of Absence, such employees will receive a pay differential (i.e. the difference between his/her Company wages (including applicable shift differential but excluding overtime pay) and military pay (where military pay is less), for the period of the Leave covered by the State Governmental order, anticipated to be no more than 30 days. If the State Government order is extended or covers a period greater than 30 days, the maximum period during which the military pay differential will be paid will not exceed 90 days from the Leave’s inception.

- Other benefits that are provided to employees on a Military Leave of Absence (for those not called to Involuntary Active Duty by Presidential Executive Order) shall continue unchanged.

Effective date of this Memorandum: August 29, 2005

Termination date of this Memorandum: Cancellation of State Governmental Orders related to disaster relief efforts, upon mutual agreement of the parties or through September 30, 2007, whichever occurs first.

Communications Workers of America

Agreed: Jim Weitkamp
          Assistant Vice President – District 9

SBC West

Agreed: Sue Critchler
          Vice President – Labor Relations

Date: 10/1/05
MEMORANDUM OF AGREEMENT

SUBJECT: ON DUTY MEAL PERIOD

The Company and the Communications Workers of America agree to the following changes to Appendix A1.02I, A2.02H, A3.02A5 and A4.02H:

A1.02I and A4.02H

Employees working evening and night shifts, and employees working on day shifts where the needs of the service require it in the judgment of the Company, shall be granted a reasonable meal period on Company time. Employees must not leave their work without approval of their supervisors. At any time, the National Union may, in writing, revoke this agreement of an on duty meal period on behalf of employees covered by this contract.

A2.02H

Employees working evening and night shifts, and employees working on day shifts where the needs of the service require it in the judgment of the Company, shall be granted a reasonable meal period on Company time. Employees must not leave their work without the approval of their supervisors. At any time, the National Union may, in writing, revoke this agreement of an on duty meal period on behalf of employees covered by this contract.

A3.02A5

An all-night tour of duty in offices where more than one employee is regularly scheduled for all-night duty shall be seven (7) hours in length, excluding intermission for meals but including relief periods, and shall be considered and treated as a full tour of duty. In offices where only one employee is regularly scheduled for all-night duty, all-night tours shall be seven (7) hours in length, including an on-duty meal period and relief periods and shall be considered as a full tour. At any time, the National Union may, in writing, revoke this agreement of an on duty meal period on behalf of employees covered by this contract.

This Memorandum of Agreement shall become effective on the date of this agreement and shall terminate in accordance with Article 10, Section 10.01 of the CWA West Core Regional Agreement.

COMMUNICATIONS WORKERS OF AMERICA (DISTRICT 9)

Agreed: ____________________________

Date: ____________________________

AT&T SERVICES, INC.

Agreed: ____________________________

Date: ____________________________
MEMORANDUM OF AGREEMENT

AT&T Branded Apparel Program

This Memorandum of Agreement confirms our understanding regarding AT&T’s voluntary Branded Apparel Program. The AT&T Branded Apparel Program (BAP) allows customer-facing employees the opportunity to receive AT&T-branded apparel.

The branded apparel will have both the CWA logo and the AT&T logo, except when the nature of the garment, cost of the garment and/or the limited use of the garment make it impracticable to have both logos, for example, tundra jackets. Such garments will only have the AT&T logo. If the garment will only have the AT&T logo on it, the Company will notify the Union of the garment in question, and explain the reason(s) why the Union logo will not be on the garment, prior to adding the garment to the program.

A National Union representative, a Labor Relations representative and BAP team representative will meet, prior to the commencement of each BAP ordering cycle, to discuss and solicit input regarding the upcoming BAP garments which will be offered to the volunteers who participate in the BAP. Either the Company or the Union may cancel the BAP agreement with 30 days written notice.

Full-time customer-facing employees in titles, classifications and locations determined by the Company are eligible to participate in the program. Eligible employees may volunteer to participate in the program. No one will be required to participate in the program. Those who elect to participate will be able to choose apparel based on selection criteria established by the Company.

The Company will designate a time frame during which employees may choose to participate. Employees who do not submit an order form during the time frame designated by the Company will not be eligible to participate. However, requests to order outside the designated time frame will be considered by the Company on a case-by-case basis.

Eligible employees moving into customer facing work groups will be eligible to submit an order form for Branded Apparel in a time frame determined by the Company.

All participating employees must wear the work apparel provided through the Branded Apparel Program while working on Company time, consistent with current practice. Participants who do not wear the branded apparel will be excluded from participation in the program for the next calendar year.
All apparel is wash and wear and does not require special laundering. Participating employees are responsible for laundering and maintenance of the provided apparel. The Company will offer at a minimum a Union-made long sleeve shirt and a Union-made short sleeve shirt.

This agreement does not apply to employees who are covered by Appendix E of the 2004 CWA/AT&T Core Contract.

Effective date/language: 
Upon signing

Termination date/language: 
With the expiration of the 2004 CWA/AT&T Contract

Applies to: 

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Communications Workers of America

Agreed: Libby Sayre
Area Director
CWA – District 9

Date: 3/1/07

AT&T West

Agreed: Doug Flores
Executive Director - Labor Relations

Date: 3-1-07
MEMORANDUM OF AGREEMENT

Systems Technician Data Communications Employees Grandfathered for Pole Climbing

The Company and the Communications Workers of America (Union) agree to the following concerning specified employees currently in the Systems Technician Data Communications title that have not passed the pole climbing training as required for the position (see attached list):

1) Such employees will be grandfathered for pole climbing in the Systems Technician Data Communications title.
2) Such employees must meet all other requirements of the position.
3) Such employees must meet all job requirements for any voluntary movement to any other title and/or within the same title but to a different work location.
4) Job requirements for such employees will be waived by the Company for any Company initiated move.

Effective: Upon signature

Termination date/language: With the Conclusion Article of the 2004 Contract

Communications Workers of America

Agreed: [Signature]
Libby Sayre
Area Director
CWA-District 9

Date: 4/2/07

AT&T Services, Inc.

Agreed: [Signature]
Douglas Flores
Executive Director
Labor Relations

Date: 4/2/07

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<tr>
<td>Shipley, Roger</td>
<td>Riverside</td>
</tr>
<tr>
<td>Solano, Jorge</td>
<td>Escondido</td>
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<tr>
<td>Vaili, Peter</td>
<td>Tustin</td>
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<tr>
<td>Vejvoda, Charles</td>
<td>Santa Clara</td>
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<tr>
<td>Wilson, Merceir</td>
<td>San Leandro</td>
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MEMORANDUM OF AGREEMENT
Consumer Sales Organization: Individual Incentive Plan (IIP)

This Memorandum of Agreement confirms our understanding regarding program guidelines and eligibility of CWA represented employees in the Consumer Sales Organization to be included in the individual incentive plan. No component of this incentive plan will lead to discipline.

Overview
The effective date for the commencement of the plan is October 1, 2008. Either party may cancel the plan at any time during the plan period with 30 days written notice. The GIIT will review plan results at three months to recommend revisions to goals, components and payout formulas. Following this initial review, additional reviews will occur every six months.

Eligibility
All CWA represented Consumer Sales Organization Service Representatives and Sales and Service Representatives – Bilingual, in a Consumer West Call Center, are eligible to participate in the plan. Participation in this plan is voluntary. Non-participation in the plan and/or not attaining the set goal of a component: average billed revenue, retention units, CRIFT, Saves, will not result in discipline.

Description and Payments
Eligible employees impact the plan by selling and saving strategic products that are retained for more than 90 days or achieving levels of customer satisfaction. Products and saves are tracked via a sales code on posted orders. Tracking and inclusion in the Plan may vary by order type. For certain products, removals within the 90 day period may not be counted during a specific period of time.

An annual Target Incentive (TI) of $3,000 will be set as the annual amount of incentive that a rep is expected to earn if, through sales or saves of products and services, 100% of assigned goals are attained for each applicable measure. Monthly TI is the annual amount divided by twelve.

A Rep is assigned to plan components applicable to the types of calls the Rep receives. Component weighting, the percentage of each component out of the total components, is multiplied by TI to determine the amount of incentive a rep is expected to earn if 100% of the goal is attained for that component. Goals and payouts will be prorated for part-time employees. Changes may be made by Consumer to component weightings, qualifier amounts, ABR values, accelerator multipliers, retention units and CRIFT Question weightings.

A rep is assigned goals, set by Consumer, for each component in order to calculate a percentage attainment and determine the payout amounts. Goals may change monthly for one or all components, including Average Billed Revenue (ABR), Retention Units,
Saves and Customer Rules Feedback Tool (CRIFT). Attainments may be calculated for each month separately or for groups of months up to one year. The customer service metric, the Customer Rules Feedback Tool (CRIFT) aggregate score, is included as a component with metrics and qualifiers and is also included to train Reps. Valid surveys are single Rep surveys that exclude transfers and repeat callers. Reps may appeal individual surveys with the support of their management. Reps should review their surveys with their Sales Coach Manager. The Coach will conduct an evaluation to determine whether there is grounds for submitting an appeal per the TACRIFT Survey Appeal Policy. If the Coach is determined to move forward with an appeal, all supporting data and/or files will be collected and included with the completed Survey Appeal Request.

Large Teams, Language/Alternate Channels & Prefer to Refer Reps must meet the following qualifiers to earn payouts: (1) Must be at or above 100% attainment of ABR goal to get an ABR payout. (2) Must be at or above 100% attainment of Retention Units goal to get a Retention Units payout. (3) Rep must sell at least 1 Wireless and 1 Video to get any payout.

Consumer Premier Accounts Reps must meet the following qualifiers to earn payouts: (1) Must be at or above 100% attainment of ABR goal to get an ABR payout. (2) Must be at or above 100% attainment of Retention Units goal to get a Retention Units payout. (3) Rep must have a YTD CRIFT score of 85% or greater to get any payout.

Retention Units monthly attainment earns that same percentage of Target Incentive (TI), i.e., 105% pays 105% of TI and 120% pays 120% of TI. However, if seller achieves 100% of the goals in both sub components (Broadband/Video and DBS(DISH)/Mobility), seller earns the following multipliers: (1) Retention Unit attainment at 100% - 1.0X the payout, (2) Retention Units attn 100.01% to 110.0% - 1.25X payout, (3) Retention Units attn 110.01% to 115.0% - 1.5X payout, (4) Retention Units attn 115.01% to 130.0% - 1.75X payout, (5) Retention Units attn 130.01% to 150.0% - 2.0X payout, (6) Retention Units attn 150.01% to 175.0% - 2.25X payout, (7) Retention Units attn 175.01%+ - 2.5X payout.

Nationwide Customer Relations Center must meet the following qualifiers to earn payouts: (1) Must be at or above 100% attainment of Saves goal to get an Saves payout. (2) Must be at or above 100% attainment of Retention Units goal to get a Retention Units payout. (3) Rep must sell at least 1 Wireless and 1 Video to get any payout. ABR monthly attainment earns that same percent of Target Incentive (TI), i.e., 105% pays 105% of TI and 120% pays 120% of TI. However, if seller achieves 100% of the Retention Units goal, the seller earns the following multipliers: (1) ABR attainment at 100% - 1.0X the payout, (2) ABR attainment 100.01% to 110.0% - 1.25X payout, (3) ABR attainment 110.01% to 115.0% - 1.5X payout, (4) ABR attainment 115.01% to 130.0% - 1.75X payout, (5) ABR attainment 130.01% to 150.0% - 2.0X payout, (6) ABR attainment 150.01% to 175.0% - 2.25X payout, (7) ABR attainment 175.01%+ - 2.5X payout.
Saves monthly attainment earns that same percent of Target Incentive (TI), i.e., 105% pays 105% of TI and 120% pays 120% of TI. If seller achieves 100% of the Retention Units goal, seller earns the following multipliers: (1) Save Rate attainment at 100% - 1.0X the payout, (2) Save Rate attn 100.01% to 110.0% - 1.75X payout, (3) Save Rate attn 110.01% to 115.0% - 2.1X payout, (4) Save Rate attn 115.01% to 120.0% - 2.75X payout, (5) Save Rate attn 120.01% to 125.0% - 3.25X payout, (6) Save Rate attn 125.01%+ - 3.5X payout. ABR monthly attainment earns that same percent of Target Incentive (TI), i.e., 105% pays 105% of TI and 120% pays 120% of TI.

At the end of each performance period, the total payout due each participant is calculated per the measures and qualifiers for each component and the overall Plan.

Payouts are made on the last regular paycheck of each month. Payouts will be for the performance ending two months prior to the payday. If the incentive earned is less than $1, it will not be paid out. If in a month, a participant has a net negative quantity or value for a component or total payout, no money will be deducted and negative values will not carry over to the following months for monthly measured components. However, negative values will carry over to the following months for components measuring multiple months of sales, i.e. year to date results against a year to date goal. Employees who transfer out of an eligible position or who terminate employment will receive payment of all earned incentive amounts up to the date of transfer or termination; whereas, employees who are dismissed during a monthly performance period are not eligible for any awards during that monthly performance period.

**Communication of Results**
Each participant who participated in the IIP during the month will receive his/her current payout total. If a participant believes that his/her payout is incorrect, he/she should submit an appeal to the appropriate office manager or Union representative, which should include what is being challenged and why. Following resolution of the appeal, if a correction is due, it will be included in the current incentive pay cycle.

**Ethical Sales Practices**
Ethical sales practices and strict adherence to company policies and/or negotiated agreements will not be compromised. There will be no tolerance for unethical sales, dishonest behavior, or behavior that promotes unethical sales or dishonest behavior.

**Communications Workers of America**
Agreed: 
Jim Weitkamp
Assistant Vice President
CWA District 9
Date: 7-24-08

**AT&T West**
Agreed: 
Corey Anthony
Vice President
Labor Relations
Date: 7-24-08
Addendum to Memorandum of Agreement 08-10
Consumer Sales Organization: Individual Incentive Plan (IIP)

This addendum to Memorandum of Agreement 08-10 confirms our understanding regarding the following additional language that establishes another measurement group:

Customer Relationships Centers (Premier/Save Teams) must meet the following qualifiers to earn payouts: (1) Must be at or above 100% attainment of ABR goal to get an ABR payout. (2) Must be at or above 100% attainment of Retention Units goal to get a Retention Units payout. (3) Must have 70% or greater achievement of the Sales Revenue target at the end of month before any payout in any component. (4) Must be at or above 100% attainment of Saves goal to get a Saves payout.

Effective Date: October 1, 2009
Termination Date: With the expiration of the 2009 Collective Bargaining Agreement

Communications Workers of America
Agreed: [Signature]
Tom Runnion
Staff Representative – District 9
Date: 12-3-09

The Company
Agreed: [Signature]
Bob Kelly
Executive Director – Labor Relations
Date: 9-30-09
Memorandum of Agreement
Temporary and Term Employees Who Are Going To Be Work Completed

This Memorandum of Agreement confirms our understanding regarding Temporary and Term employees who have been given notice that they will be work completed.

Temporary and Term employees who have been notified that they are going to be work completed and have been given a work complete date will be allowed to be considered for other Temporary and/or Term positions that are posted on the Company Employment Website even though they are an active Temporary or Term employee.

For Temporary and Term employees such notice shall also be considered given two weeks prior to the completion of their Temporary (one year) or Term (3 years) period of employment. Such Temporary or Term employees will also be allowed to be considered for other Temporary and/or Term positions that are posted on the Company Employment Website even though they are an active Temporary or Term employee.

This agreement shall not be subject to citation in any other case, including but not limited to future grievances, arbitration and mediation hearings between the parties.

This agreement shall not be subject to the grievance and arbitration procedures.

Effective date/language: With Signature

Termination date/language: With the conclusion article of the 2004 contract

Coverage: Term employees who have been given notice that they are going to be work completed

Communications Workers of America

Agreed: ________________
Tom Runnion
CWA Staff Representative
District 9
Date: 1-16-09

AT&T West

Agreed: ________________
Doug Flores
Executive Director - Labor Relations
Date: 1-16-09
Memorandum of Agreement Temporary and Term Employees Who Are Going To Be Work Completed

This Memorandum of Agreement confirms our understanding regarding Temporary and Term employees who have been given notice that they will be work completed.

Temporary and Term employees who have been notified that they are going to be work completed and have been given a work complete date will be allowed to be considered for other Temporary, Term, or Regular positions that are posted on the Company Employment Website even though they are an active Temporary or Term employee.

For Temporary and Term employees such notice shall also be considered given two weeks prior to the completion of their Temporary (one year) or Term (3 years) period of employment. Such Temporary or Term employees will also be allowed to be considered for other Temporary, Term, or Regular positions that are posted on the Company Employment Website even though they are an active Temporary or Term employee.

This agreement shall not be subject to citation in any other case, including but not limited to future grievances, arbitration and mediation hearings between the parties.

This agreement shall not be subject to the grievance and arbitration procedures.

Effective date/language: With Signature

Termination date/language: With the conclusion article of the 2009 contract

Coverage: Temporary and Term employees who have been given notice that they are going to be work completed.

Communications Workers of America

Agreed: Tom Runnion
CWA Staff Representative
District 9

Date: 1-13-10

AT&T West

Agreed: Doug Flores
Executive Director - Labor Relations

Date: 1-13-10
Memorandum of Agreement  
Mini-Transfer Procedure for Network Services

This Memorandum of Agreement confirms our understanding regarding the mini-transfer procedure described in Article 2, Section 2.04E, in the 2004 contract between Pacific Bell and the Communications Workers of America.

Regular employees under the Director, Network Services, Statewide Power Team will be considered, for the purposes of the mini-transfer plan, as employees in the district of their peers in CA.

At any time, either party may terminate this Memorandum of Agreement by giving thirty (30) calendar written notice.

This agreement shall not be subject to the grievance and arbitration procedures.

Effective date/language: With Signature
Termination date/language: With the conclusion article of the 2004 contract
Coverage: Regular employees in Network Services

Communications Workers of America

Agreed: [Signature]
Tom Runnion
CWA Staff Representative
District 9

Date: 3-24-09

AT&T West

Agreed: [Signature]
Doug Flores
Executive Director - Labor Relations

Date: 3/24/09
Updated
Memorandum of Agreement
Mini-Transfer Procedure for Network Services

This Memorandum of Agreement confirms our understanding regarding the mini-transfer procedure described in Article 2, Section 2.04E, in the 2004 contract between Pacific Bell and the Communications Workers of America.

Regular employees under the Director, Network Services, Statewide Power Team will be considered, for the purposes of the mini-transfer plan, as employees in the district of their peers in California and Nevada.

At any time, either party may terminate this Memorandum of Agreement by giving thirty (30) calendar days written notice.

This agreement shall not be subject to citation in any other case, including but not limited to future grievances, arbitration and mediation hearings between the parties.

This agreement shall not be subject to the grievance and arbitration procedures.

Effective date/language: With Signature
Termination date/language: With expiration of the 2009 Collective Bargaining Agreement
Coverage: Regular employees in Network Services

Communications Workers of America
Agreed:  
Tom Runnion
CWA Staff Representative
District 9
Date: 4-17-09

AT&T West
Agreed:  
Doug Flores
Executive Director - Labor Relations
Date: 4/17/09
Memorandum of Agreement

CWA/NETT Academy

This Memorandum of Agreement confirms our understanding regarding the CWA Nett Academy training program.

Within thirty (30) calendar days of ratification, and each quarter thereafter and for the life of the contract, the Companies agree to promote the CWA Nett Academy training program, as an available option under the Horizons program.

Effective date/language: Within 30 calendar days of ratification

Termination date/language: With expiration of the 2009 Collective Bargaining Agreement

Applies to:

Pacific Bell Telephone Company (Except Appendix E)  X  AT&T Video Services, Inc.  

Nevada Bell Telephone Company (Except Appendix E)  X  SBC Global Services, Inc.  

AT&T Services, Inc.  X  Appendix E  

Communications Workers of America  AT&T West

Agreed:  

Tom Runnion  
Staff Representative  
CWA – District 9

Date: 8-9-09

Agreed:  

Doug Flores  
Executive Director - Labor Relations

Date: 8-9-09
Memorandum of Agreement

Documentation

This Memorandum of Agreement supersedes MOA 89-10 and confirms our understanding regarding retention of personnel folder documentation regarding employees who have been subject to disciplinary action for attendance or work performance.

The Companies' policy on the retention of personnel folder documentation regarding job performance in the areas of attendance, quality, and/or quantity of work on employees who have been subject to disciplinary action is:

1. Disciplinary action is taken for attendance or work performance.

2. If the problem has been corrected, the records will be destroyed within one year from the date that disciplinary action was taken.

Effective date/language: With ratification

Termination date/language: With expiration of the 2009 Collective Bargaining Agreement

Applies to:

Pacific Bell Telephone Company
(Except Appendix E) X AT&T Video Services, Inc. X

Nevada Bell Telephone Company
(Except Appendix E) X SBC Global Services, Inc. ___

AT&T Services, Inc. X Appendix E X*

*Effective 8/10/2017

Communications Workers of America

Agreed: Tom Runnion
Staff Representative
CWA – District 9

Date: 8-9-09

AT&T West

Agreed: Doug Flores
Executive Director -
Labor Relations

Date: 8-9-09
Memorandum of Agreement

Disciplinary Grievance Fact Finding Trial

To ensure that relevant facts and information have been discussed, the Local Union’s escalation of grievances involving discipline, in accordance with Section 7.05 of the Contract, to either Step II or Step III (but not both) in the grievance process may include a request for a Fact Finding meeting.

The purpose of the Fact Finding meeting will be to:

- Clarify the basis for the grievance
- Review relevant facts
- Conduct joint interviews, if necessary
- Prepare a report at the conclusion of the Fact Finding meeting for the local Union and the local Management.

A Fact Finding Committee will be established and will consist of one (1) paid Union representative designated by the Local and one (1) Company representative designated by the Department. The Fact Finding Union representative will be paid for meetings in accordance with the provisions of Article 3, Section 3.02 of this Contract.

A maximum of two (2) Fact Finding meetings shall be conducted within the thirty (30) calendar day period following the Union’s request for Fact Finding.

A Fact Finding meeting will be held within fifteen (15) calendar days following the request for a Fact Finding meeting, unless there is mutual agreement to extend the date.

Within ten (10) calendar days following the final Fact Finding meeting, the Company representative and the Union representative will prepare a report for the Local Union and the Local Department containing the clarified grievance issue and outlining the relevant facts that have been reviewed. The Union representative will suffer no loss of pay at straight time for time spent preparing the report for the Local Union and the Local Department.
Within ten (10) calendar days following the presentation of the Fact Finding Report, the Union shall notify management of their intent to proceed with meeting on the grievance at either Step II or Step III. The Union’s failure to notify the Company of its intent to proceed with the grievance in the time frame noted above will result in the grievance being considered as withdrawn from the grievance process.

Management will hold the appropriate Step II or Step III grievance meeting within fifteen (15) calendar days following the Union’s notice of a request to proceed through the grievance process, unless there is mutual agreement to extend the date.

All other provisions of Article 7 of the Contract remain in place during this trial.

The trial shall be implemented for six (6) months. Prior to the conclusion of the trial, the parties will review the trial’s results and may mutually agree to extend the trial period.

Should the parties mutually agree to extend the trial, the extension may be cancelled by either party with thirty (30) calendar days written notice.

Effective date/language: With ratification
Termination date/language: Six (6) months from implementation date

Applies to:

Pacific Bell Telephone Company (Except Appendix E) X AT&T Video Services, Inc. X
Nevada Bell Telephone Company (Except Appendix E) X SBC Global Services, Inc. ___
AT&T Services, Inc. X Appendix E X

Communications Workers of America

Agreed: 
Tom Runnion
Staff Representative
CWA – District 9

Date: 8-9-09

AT&T West

Agreed: 
Doug Flores
Executive Director - Labor Relations

Date: 8-9-09
Memorandum of Agreement
Home Dispatch Program (HDP)

This Memorandum of Agreement confirms our understanding regarding the commencement of a Home Dispatch Program (HDP).

The Companies and the Union agree that, in administrative units that are selected by the Companies and where the Local Union has agreed to participate in the HDP, employees will be eligible to volunteer to participate in the Home Dispatch Program (HDP). The parties shall meet no less than every 6 months to discuss any issues related to the HDP. Administrative units are comprised of employees in the same title and on the same overtime list.

Participation is strictly voluntary for any such employee and is not a condition of employment. Volunteers may elect to cancel their participation with written notice provided to their supervisors.

In order to volunteer to participate for the HDP, employees will normally live no more than 35 miles from their headquarters location. If the distance is greater than 35 miles for any volunteer, local management working with the Local Union will determine what additional arrangements can be made, if any, to enable participation. The Companies will determine eligibility for participation.

Volunteers who meet the above requirements and who are considered qualified in their job by the Companies will be selected to participate in seniority order within their administrative unit. The Companies will determine the number of participants by administrative unit.

For pay treatment purposes the normal commute for employees who participate in the HDP is considered to be 60 minutes or less for time spent commuting in each direction, i.e., reporting to the first work location and driving home from the last work location. Commute time of 60 minutes or less in each direction is not considered as time worked for pay treatment purposes. Time spent in excess of 60 minutes driving to the first work location and in excess of 60 minutes driving home from the last work location will be considered as time worked for pay treatment purposes. Employees who participate in the HDP and arrive at their first work site before 60 minutes have passed from leaving their home will be paid when they begin work, as directed by their supervisor, at their first work location.
Volunteers will provide secure and legal storage for the vehicle at the employee's home location.

The vehicle is to be used solely for Company business and travel between the employee's residence and his/her first and last work locations. Only properly authorized persons may ride in or operate the vehicle. Personal use of the vehicle is prohibited.

Vehicle operation and maintenance expenses will be at the Companies' expense. The employee will incur no costs for driving, parking or otherwise maintaining the vehicle.

Employees may be removed from participation if the Companies determine that they no longer meet the HDP requirements.

Local management will meet in advance with the involved CWA Local to discuss any planned removal of an employee from the HDP.

A Local union representative upon request may meet with a Company designated representative and the HDP volunteers within an administrative unit on a monthly basis for up to 30 minutes to discuss any issues.

When employees are using a Company vehicle in compliance with the terms of this Memorandum of Agreement, the Companies will indemnify and hold harmless from liability employees who are determined to be liable to others to the same extent that the Companies would indemnify them and hold them harmless from liability if they were driving their Company vehicle on actual working time.

HDP will continue until either party provides 30 days notice of its intent to terminate the HDP.
Effective date/language: With ratification
Termination date/language: With expiration of the 2009 Collective Bargaining Agreement

Applies to:

Pacific Bell Telephone Company (Except Appendix E) X AT&T Video Services, Inc. ___
Nevada Bell Telephone Company (Except Appendix E) X SBC Global Services, Inc. ___
AT&T Services, Inc. X Appendix E ___

Communications Workers of America

Agreed: [Signature: Tom Runnion]
Tom Runnion
Staff Representative
CWA – District 9

Date: 8-9-09

The Companies

Agreed: [Signature: Doug Flores]
Douglas Flores
Executive Director
Labor Relations

Date: 8-9-09
Memorandum of Agreement

Joint Health Care Cost Containment Committee

The Companies and CWA agree to the establishment of a Joint Health Care Cost Containment Committee (JHCCCC).

It is the intent of the parties to utilize the JHCCCC as the forum to surface issues surrounding health care cost containment and quality issues and to explore and recommend programs such as, but not limited to, the following:

1. Maintain the maximum quality in health care services.
2. Examine the major factors influencing the applicable health care plans covering employees.
3. Recommend cost containment measures as may be appropriate to control and manage costs.
4. Review prescription drug cost increases and evaluate and recommend measures as may be appropriate to control and manage costs.
5. Promote an educational process to raise employee awareness in the areas of preventative health, efficient use of the medical insurance plan and the high cost of health care.
6. Review and discuss plan design(s) to ensure optimum cost containment.

To achieve the above, the committee may invite industry experts including healthcare/HMO representatives and others the committee may deem appropriate.

The JHCCCC will contain up to four (4) appointees representing the Union and up to four (4) representing the Companies, including members with benefits, health and labor expertise. JHCCCC members will analyze problems which arise concerning the health care programs, and, using consensus, will recommend solutions to the problems. The Companies retain sole discretion in making decisions to implement any initiatives but solicits input from the Union representatives in the planning and development of such health initiatives.

The Committee shall meet at least semi-annually by conference call, teleconference or in person. Union representatives who are active employees of the Companies will be paid in accord with Article 3, Section 3.02B of the Collective Bargaining Agreement for attendance at JHCCCC meetings.
The Committee does not have the authority to formulate policy or enter into agreements that require collective bargaining. The Committee proceedings will not be used in lieu of the grievance or arbitration procedures or Plan claim and appeal procedures nor will they be subject to the grievance and arbitration process. The focus of this committee will be plan performance and not individual participant issues.

Effective date/language: With ratification
Termination date/language: With expiration of the 2009 Collective Bargaining Agreement

Applies to:

Pacific Bell Telephone Company (Except Appendix E) X AT&T Video Services, Inc. X
Nevada Bell Telephone Company (Except Appendix E) X SBC Global Services, Inc. X
AT&T Services, Inc. X Appendix E X

Communications Workers of America
Agreed: Tom Runnion
Staff Representative
CWA – District 9
Date: 8-9-09

AT&T West
Agreed: Doug Flores
Executive Director - Labor Relations
Date: 8-9-09
Memorandum of Agreement

Leveraged Title Sales Committee

It is the Companies’ intent to communicate to the Union the contents of sales commissions, incentive plans and promotions applicable to the leveraged title employees. It is also the Companies’ intent to limit changes in sales commissions, incentive plans or promotions to those required for competitive or business reasons as determined by the Companies. While the highly competitive and dynamic nature of the Companies’ business does not allow the Companies to commit to a limitation in sales commission changes, it is the Companies’ intent that any changes to sales commissions, incentive plans, or promotions will be made in a manner that fairly recognizes both the contribution of the employees and the desire of the Companies to outperform their competitors. The Companies will provide to the Union a copy of the sales, incentive and promotion plans applicable to leveraged title employees. Further, it is the Companies’ intent to provide, whenever practicable, at least ten (10) days’ advance notice to the Union prior to their notice to employees related to any such changes.

The Companies agree to establish a regional joint committee to meet twice a year to discuss the status of and suggestions regarding additional compensation plans, commissions, bonuses, and incentive programs. This committee will consist of no more than 2 representatives each, unless mutually agreed otherwise. The meeting place and time will be by mutual agreement. Normal meeting time should consist of one-day sessions not requiring an overnight stay. Union representatives on the Leveraged Title Sales Committee will be paid in accordance with the provisions of Article 3, Section 3.02.

Effective date/language: With ratification

Termination date/language: With expiration of the 2009 Collective Bargaining Agreement
Applies to:

Pacific Bell Telephone Company (Except Appendix E)  X  AT&T Video Services, Inc.  
Nevada Bell Telephone Company (Except Appendix E)  X  SBC Global Services, Inc.  
AT&T Services, Inc.  X  Appendix E  

Communications Workers of America

Agreed:  Tom Runnion
Staff Representative
CWA – District 9
Date:  8-9-09

AT&T West

Agreed:  Doug Flores
Executive Director - Labor Relations
Date:  8-9-09
Memorandum of Agreement

Premises Technicians

Addition of Job Duties Beyond the Scope of the Current Premises Technician Job Description

1. If job duties which are beyond the scope of the current Premises Technician job description are added to the Premises Technician job ("additional Premises Technician job duties"), the Companies will notify the Union. The notification will include the reason for the additional job duties and the labor market comparisons used by the Companies to arrive at the Companies' recommended wage rate. Following such notification, the Companies may proceed to add the additional job duties to the Premises Technician job and pay according to the recommended wage rate.

2. The Companies agree to meet with the Union upon the Union's request to discuss any aspect of the additional job duties and market data which led to the Companies' decision regarding the recommended wage rate.

3. Within thirty (30) calendar days from the Union's receipt of the notification of the additional Premises Technician job duties, the Union shall have the right to initiate negotiations concerning the wage rate established by the Companies.

4. If negotiations are not so initiated within the thirty (30) calendar day period described above or if agreement is reached between the parties concerning the wage rate within sixty (60) calendar days following the Union's receipt of the Companies' notice of additional Premises Technician job duties, the wage rate set by the Companies or agreed to by the Parties shall remain in effect.

5. If negotiations are so initiated and if the parties are unable to reach agreement on the wage rate within sixty (60) calendar days following the Union's receipt of notification of the additional Premises Technician job duties, the Union must notify the Companies in writing of its intention to submit the issue of an appropriate wage rate to a Neutral Third Party for resolution, to be selected as set forth below.

NOTE: The Union's written notice shall specify the wage rate the Union believes should be assigned to the job duties in question and the reasons why.
If such notification is not received by the Companies within sixty (60) calendar days of the Union’s receipt of notification of the additional Premises Technician job duties, the matter shall be considered settled in the Companies’ favor and shall not be subject to further handling under this procedure, nor may the issue be submitted to the problem resolution, grievance and arbitration procedures.

6. The Neutral Third Party previously referred to shall be selected by mutual agreement of the parties from a panel of six (6) arbitrators selected for their expertise in the field of job evaluation.

The members of the panel may be changed by mutual agreement of the parties. Though the panel members will normally receive first consideration, the parties reserve the right to jointly select a Neutral Third Party outside of the panel to serve on an ad hoc basis.

A. The Neutral Third Party will render a written decision within fifteen (15) working days after the hearing.

B. The Neutral Third Party is empowered to decide only whether the wage rate assigned by the Companies or the wage rate requested by the Union is the appropriate wage rate based on labor market data.

C. The Neutral Third Party is not empowered to assign a wage rate other the wage rate proposed by the Companies or the wage rate proposed by the Union or to render a decision on any other issues.

D. The Neutral Third Party shall have no authority to add to, subtract from, or modify any provisions of the collective bargaining agreement.

7. The following procedures will be used in the Neutral Third Party process involving wage rate disputes regarding additional Premises Technician job duties:
A. The Union may submit for hearing only those Premises Technician wage rate decisions for which the Union has received written notification of the Companies' decision as required by this Memorandum of Agreement.

B. Unless otherwise agreed to by the parties, disputes will be heard in chronological order, with the oldest cases heard first, based on the date the Union received written notification of the Companies' wage rate decision.

C. In all disputes regarding the wage rate decisions for additional Premises Technician job duties, the description of tasks and duties of the Premises Technician developed by the Companies shall be the basis for review by the Neutral Third Party under this procedure.

D. Each party shall be represented at the hearing by not more than one person, who will present the case of that party and who will conduct all questioning and make all arguments for that party, and who shall have authority to enter into stipulations governing procedure, law and facts.

E. The representatives of the parties are encouraged, but not required, to present the Neutral Third Party with a brief written statement of the issue, the facts and the arguments in support of their respective positions. If such statement is not presented in written form, it shall be presented orally at the beginning of the hearing.

F. The hearing will be informal without rules of evidence and without a transcript. However, the Neutral Third Party shall be satisfied that the evidence submitted is a type on which the Neutral Third Party can rely, that the hearing is fair in all respects and that all reasonably obtainable facts necessary to a fair settlement are brought before the Neutral Third Party.

All questions of procedure and evidence not covered by these guidelines or by agreement between the parties shall be determined by the Neutral Third Party.

G. All witnesses who testify at the hearing shall be sworn or shall make an affirmation. All witnesses may be cross-examined and may be re-examined by both parties.
H. Unless otherwise directed by the Neutral Third Party, the order of presentation at the hearing shall be as follows:

After preliminary matters have been addressed:

- The Companies may make an opening statement and thereafter the Union may make an opening statement.
- The Companies will then present its evidence, after which the Union will present its evidence.
- At the close of the Union’s evidence, the Companies may present rebutting evidence, following which the Union may present surrebutting evidence.

I. Each exhibit introduced by a party shall be filed with the Neutral Third Party. A copy of each exhibit shall be provided to the other party. Unless the representatives of the Companies and the Union agree otherwise, the Neutral Third Party may retain copies of all exhibits submitted during the hearing.

J. At the conclusion of the hearing, either or both parties may present a closing argument.

K. Each party may submit a short written summary of the issues raised at the hearing and arguments supporting its position within five (5) working days after the hearing.

The Neutral Third Party will render a written decision within ten (10) working days after receiving the briefs or, if no briefs are submitted, within fifteen (15) working days after the hearing.

L. The decision of the Neutral Third Party, within his/her defined authority, shall be final and binding on all parties, but will not constitute a precedent for other cases or problems and may not be cited or used as a precedent in any other arbitration proceedings or any other hearings between the parties.

M. The Companies shall under no circumstances be liable for back pay for more than six (6) months after the date the Union was informed in writing of the additional Premises Technician job duties and the Companies’ recommended wage rate.

N. The compensation and expenses of the Neutral Third Party will be shared equally by the Companies and the Union. The Companies and the Union shall each bear the compensation and expenses of their respective representatives and witnesses.
8. The procedures set forth above shall be the exclusive means by which the Union may challenge the addition of job duties which are beyond the scope of the current Premises Technician job description and the associated wage rate set by the Companies.

Effective date/language: With ratification

Termination date/language: With expiration of the 2009 Collective Bargaining Agreement

Applies to:

Pacific Bell Telephone Company (Except Appendix E) ___ AT&T Video Services, Inc. ___

Nevada Bell Telephone Company (Except Appendix E) ___ SBC Global Services, Inc. ___

AT&T Services, Inc. ___ Appendix E X

Communications Workers of America

Agreed: __________
Tom Runnion
Staff Representative
CWA – District 9

Date: 8-9-09

AT&T West

Agreed: __________
Doug Flores
Executive Director - Labor Relations

Date: 8-9-09
Memorandum of Agreement

Premises Technicians

Required Overtime For Premises Technicians

This Memorandum of Agreement confirms our understanding regarding required overtime in the job title of Premises Technician in Appendix E.

Employees will be guaranteed one (1) weekend off per month. This guarantee will not apply in cases of emergency or when an employee agrees to overtime assignments in excess of this limitation.

Effective date/language: With ratification
Termination date/language: With expiration of the 2009 Collective Bargaining Agreement

Applies to:

Pacific Bell Telephone Company (Except Appendix E) ___ AT&T Video Services, Inc. ____
Nevada Bell Telephone Company (Except Appendix E) ___ SBC Global Services, Inc. ____
AT&T Services, Inc. ___ Appendix E X

Communications Workers of America

Agreed: [Signature]
Tom Runnion
Staff Representative
CWA – District 9
Date: 8-9-09

AT&T West

Agreed: [Signature]
Doug Fibres
Executive Director - Labor Relations
Date: 8-9-09
MEMORANDUM OF AGREEMENT

GUARANTEED WEEKEND OFF PER MONTH (CLARIFICATION OF MOA 09-27)

This Memorandum of Agreement confirms our understanding regarding one (1) guaranteed weekend off per month for the job title of Premises Technician in Appendix E.

- Employees will be granted one (1) guaranteed weekend off each four (4) week scheduling period.
- It is possible an employee may not have a guaranteed weekend off in a calendar month, however, his/her guaranteed weekend off will occur within each four (4) week scheduling period.
- Employees are guaranteed a minimum of twelve (12) weekends off per calendar year.
- Should the guaranteed weekend off fall on the final Saturday of the four (4) week schedule and the first Sunday of the following four (4) week schedule the guaranteed weekend off will be accounted for on the four (4) week schedule that the Saturday is on. An additional guaranteed weekend off will be scheduled during the four (4) week schedule that the Sunday is part of.

This Agreement shall not be subject to citation in any other case, including, but not limited to future grievances, arbitrations and mediations between the parties. The Company and the Union agree that they will not use this Agreement for any purpose or in any proceeding between the parties except to resolve disputes concerning this agreement.

Effective date/language: With Signature

Termination date/language: With the expiration of the 2012 Contract

Coverage: Pacific Bell Telephone Company
          Nevada Bell Telephone Company
          Appendix E

Communications Workers of America
Agreed: [Signature]
Tom Runnion
Staff Representative
CWA District 9

AT&T West
Agreed: [Signature]
Doug Holley
Executive Director
Labor Relations

Date: 7/31/13

Date: 7/31/13
Memorandum of Agreement
Video and Teleconference Grievance Trial

The Companies and the Union agree to establish a trial that allows either the Union or Management to request that grievance meetings involving disciplinary matters be conducted by either teleconference or video conference.

When teleconference and video conference facilities are geographically and readily available for use by both parties, video conference would be the preferred method for the meeting.

All other provisions of Article 7 of the Contract remain in place during this trial.

The trial shall be implemented for six (6) months. Prior to the conclusion of the trial, the parties will review the trial’s results and may mutually agree to extend the trial period.

Should the parties mutually agree to extend the trial, the extension may be cancelled by either party with thirty (30) calendar days written notice.

Effective date/language: With ratification
Termination date/language: With expiration of the 2009 Collective Bargaining Agreement

Applies to:

Pacific Bell Telephone Company
(Except Appendix E) X AT&T Video Services, Inc. X

Nevada Bell Telephone Company
(Except Appendix E) X SBC Global Services, Inc. ___

AT&T Services, Inc. X Appendix E X

Communications Workers of America AT&T West

Agreed: Tom Runnion
Staff Representative
CWA – District 9
Date: 8-9-09

Agreed: Doug Flores
Executive Director –
Labor Relations
Date: 8-9-09
Memorandum of Agreement
Video and Teleconference Grievance Trial

The Company and the Union agree to extend Memorandum of Agreement 09-32 regarding the Video and Teleconference Grievance Trial until April 7, 2012 effective May 4, 2011. The extension may be cancelled by either party with thirty (30) calendar days written notice.

Agreed: ___________________________ Date: 5-3-11

For AT&T West Labor Relations

Agreed: ___________________________ Date: 5-4-11

For The Communications Workers of America
MEMORANDUM OF AGREEMENT

PREMISES TECHNICIAN GUARANTEED TIME OFF

This Memorandum of Agreement (MOA) confirms our understanding regarding Guaranteed Time Off.

1. Subject to the limitations below, starting on January 1, 2014, an employee will be allowed, on request, to take off one (1) of his or her vacation days or paid Personal Days Off (“Guaranteed Time Off”).

2. The Guaranteed Time Off may be taken in up to two (2) half (1/2) day increments.

3. The Department Vice President, or his or her delegate, may designate up to three (3) months of a year as unavailable for Guaranteed Time Off. The designated unavailable months will be established no later than the last week of November, for the following calendar year. The first such designation shall be November 2013. Once the unavailable months to take Guaranteed Time Off for the following calendar year have been established, they will not be changed; except, however, the Companies may, at their discretion, make a month(s) which has been previously designated as unavailable, available.

4. At least one (1) person per vacation schedule, per day, (for vacation schedules of one hundred (100) employees or less), or one (1) person per one hundred (100) employees (for vacation schedules larger than one hundred (100) employees), will be allowed Guaranteed Time Off, unless otherwise mutually agreed locally.

5. Guaranteed Time Off is only available for use Monday through Friday and is not available for use on Company Paid Holidays.

6. Eligibility requirements for vacation days are set forth in Appendix E, Section E 1.04E of the 2012 Collective Bargaining Agreement.

7. Eligibility requirements for paid Personal Days Off are set forth in Appendix E, Section E 1.04H of the 2012 Collective Bargaining Agreement.
Effective date/language: With ratification

Termination date/language: With expiration of the 2012 Collective Bargaining Agreement

Applies to:

Pacific Bell Telephone Company
(Except Appendix E) ___ SBC Global Services, Inc. ___

Nevada Bell Telephone Company
(Except Appendix E) ___ Appendix E X

AT&T Services, Inc. ___

Communications Workers of America

Agreed: Tom Runnion
CWA Staff Representative – District 9

Date: 5-30-13

AT&T West

Agreed: Doug Flores
Executive Director – Labor Relations

Date: 5-30-13
MEMORANDUM OF AGREEMENT

COMPANY PAID UNION APPOINTED REPRESENTATIVE

The Companies and the Union agree that one employee appointed by CWA will be assigned by the Companies to interface with and assist the Union in resolving benefits issues experienced by Union-represented employees. The one employee will be located in a place to be agreed upon by the Companies and the Union.

**Effective date/language:** With ratification

**Termination date/language:** With expiration of the 2012 Collective Bargaining Agreement

**Applies to:**

- Pacific Bell Telephone Company (Except Appendix E) X SBC Global Services, Inc. X
- Nevada Bell Telephone Company (Except Appendix E) X Appendix E X
- AT&T Services, Inc. X

**Communications Workers of America**

Agreed: [Signature]
Tom Runnion
CWA Staff Representative – District 9

Date: 5/20/13

**AT&T West**

Agreed: [Signature]
Doug Stores
Executive Director – Labor Relations

Date: 5/20/13
Memorandum of Agreement
Back Up Company Paid Union Appointed Representatives

The Companies and the Union agree that one (1) Benefit Representative will be assigned by the Companies to back up the current Benefit Representative ("backup representative"). The Companies will pay for the backup Benefit Representative for fifty (50) days per calendar year. The backup representative will be determined by CWA.

Effective date/language: With ratification

Termination date/language: With expiration of the 2016 Collective Bargaining Agreement

Applies to:

Pacific Bell Telephone Company (Except Appendix E) X SBC Global Services, Inc. X

Nevada Bell Telephone Company (Except Appendix E) X Appendix E X

AT&T Services, Inc. X

Communications Workers of America

Agreed: Ellen West
Ellen West
Area Director - CWA

Date: 10-14-2017

AT&T West

Agreed: Jon Irelan
Director – Labor Relations

Date: 9/14/2017
MEMORANDUM OF AGREEMENT

ENHANCED SEVERANCE BENEFIT

The Companies and the Communications Workers of America (Union) agree to the following regarding the Enhanced Severance Benefit (ESB).

ESB is intended to be offered to alleviate or avoid surplus conditions. The Companies will determine, in their discretion, whether and when to offer ESB, but surplus will not be declared in a work group (see Section 2.06B1a) where ESB has not been offered. If surplus is not declared in the work group within 90 (ninety) days of the ESB window close date, ESB must be offered again in the work group before surplus may be declared in that work group.

If the Companies deem it appropriate, they may elect to offer ESB to selected titles in a work group (see Section 2.06B1a). The Companies will notify the National Union in writing when any such offer is made. The Companies also will, in advance of making this offer to employees, discuss the matter with the affected Union Local(s). After this discussion, if the Companies elect to so offer, Regular employees may elect, in order of seniority, to leave the service of the Companies and receive ESB, subject to the following conditions:

1. The Companies will determine the job titles and the work locations for which the offer is to be made, the number of employees who may accept the offer and the period during which the employees may, if they so elect, leave the service of the Companies. None of the determinations of the Companies nor any part of this Memorandum of Agreement will be subject to arbitration.

2. The number of employees who elect to leave the service of the Companies and receive ESB shall not exceed the number of employees identified by the Companies on the date of the offer to be appropriate.

3. An employee's election to leave the service of the Companies and receive ESB must be in writing and transmitted to the Companies within fourteen (14) calendar days including the date of the offer. The employee may designate on the election form that the election is to be effective and irrevocable immediately. If the employee does not so designate, such election may not be revoked after the fourteen (14) calendar day period.
The ESB benefit will be one (1) of the following two (2) options, with the employee choosing which option they would like to accept:

**Option One (1) ESRO:**

The Separation Benefit as described in Article 2, Sections 2.07C, 2.07E, and 2.07F plus an additional $25,000.00. Payment options for the entire Enhanced Surplus Reduction Offer (ESRO) benefit, including the additional $25,000.00, are the same as stated in Article 2, Section 2.07D.

Eighteen (18) months unlimited access to AUTS with selection status the same as that of employees requesting changes of job titles and/or locations (see Section 2.04B1d).

At the time of reemployment with any of the Companies of AT&T, a recipient of the ESRO must repay the entire unused portion of the payment as described in Sections 2.07G, 2.07H, and 2.07I. The additional $25,000.00 shall equate to 25 weeks of pay and will be added to the weeks of Separation Benefits for this purpose.

Employees who elect to leave the service of the Companies and receive ESRO will continue to receive six (6) months of continued Company paid medical, dental and vision coverage, beginning on the date of their separation, with eligibility for COBRA coverage beginning at the end of the continued Company paid coverage.

**Option Two (2) Severance:**

The severance payment will be as described in Article 8, Section 8.01C. Payment options for the severance payment are the same as stated in Article 2, Section 2.07D.

Eighteen (18) months unlimited access to AUTS with selection status the same as that of employees requesting changes of job titles and/or locations (see Section 2.04B1d).

At the time of reemployment with any of the Companies of AT&T, a recipient of the severance payment must repay the entire unused portion of the payment as described in Section 8.01D.
Employees who elect to leave the service of the Companies and receive the severance payment will continue to receive six (6) months of continued Company paid medical, dental and vision coverage, beginning on the date of their separation, with eligibility for COBRA coverage beginning at the end of the continued Company paid coverage.

Effective date/language: With ratification

Termination date/language: With expiration of the 2012 Collective Bargaining Agreement

Applies to:

\[
\begin{array}{c|c|c}
\text{Pacific Bell Telephone Company} & SBC Global Services, Inc. & \hline \\
(Except Appendix E) & X & \\
\text{Nevada Bell Telephone Company} & Appendix E & \\
(Except Appendix E) & X & \\
\text{AT&T Services, Inc.} & \hline
\end{array}
\]

Communications Workers of America

Agreed: 

\[\text{Tom Runnion}\]

CWA Staff Representative – District 9

Date: 5-20-13

AT&T West

Agreed: 

\[\text{Doug Flores}\]

Executive Director – Labor Relations

Date: 5/20/13
MEMORANDUM OF AGREEMENT

LEVERAGED TITLES

The Companies, at their discretion, can create new "leveraged titles" with the same work functions as the titles of Service Representative and Sales and Service Representative – Bilingual.

When the Companies determine to create a leveraged title, the Companies will notify the Union of the job functions performed, the work location(s), and the job title and wage schedule that is established. Following such notice to the Union, the Companies may proceed to staff such job title. This notification replaces Article 4, Sections 4.01A2 and 4.01B2 notification.

Base wage amount top step is set by the Companies at 60% of the top step of the wage schedule of the non-leveraged title. The bottom step will be set at 65% of the new top step and the steps between top and bottom will be exponential. All leveraged titles' wage schedules will have seven steps and the interval between steps is six months.

The Companies may establish and modify Incentive Pay Plans, retaining sole discretion to set and modify targets, weights, strategic products and any additional considerations. Incentive Pay Plans will be capped at 300% of Target Incentive. Employees will be eligible for incentive pay once they exceed 50% of their targets. Employees will be paid 100% of Target Incentive during the initial training period. MOA 98-02, Principles for Sales Incentive Programs, is not applicable to Incentive Pay Plans for Leveraged Titles. The target incentive dollar amount will be the same for all wage zones and will be considered eligible compensation under all benefit plans for which the employee is eligible. The dollar basis upon which target incentives are initially created may be adjusted. Annually, the target incentive amount will be increased in accordance with the general wage increases in Appendix C.

Article 4, Sections 4.01A and 4.01B are not applicable to the creation of leveraged titles. The Union may only challenge whether the Companies selected the appropriate non-leveraged title performing like functions and may only do so using the process in Article 4, Sections 4.01C through 4.01H. No other decisions regarding base wage and additional payment amounts will be subject to grievance, arbitration, and/or the neutral third party process.
The Companies will meet with the Union and bargain to agreement prior to establishing and implementing Leveraged Titles with the same or similar job duties as job titles other than Service Representative and Sales and Service Representative – Bilingual.

The Companies may monitor and/or record calls of those employees in leveraged titles pursuant to the terms of the 2012 Monitoring and Recording of Calls MOA.

Employees in leveraged titles will have the same working conditions as employees in departments and titles listed in Appendix A, Section A4.

On a one-time basis, current employees in a non-leveraged title may nominate themselves and may move to the like leveraged title with the ability to retreat back to the non-leveraged title within six months. Employees who choose to move to a leveraged title will have their pension calculated using the pension band that would be applicable to other employees performing like functions in the same Wage Zone but with no wage protection.

In the event a force surplus condition occurs in a like non-leveraged title where employees in a leveraged title and employees in the like non-leveraged title are part of the same Presidential Entity and Consolidated Headquarters, the two titles will be combined and considered as one surplus work group for purposes of Article 2 administration.

When employees in a leveraged title are not part of the same Presidential Entity and Consolidated Headquarters as employees in the like non-leveraged title, then, after the process in Article 2, Section 2.06B7b, surplus employees in a non-leveraged title will be offered the opportunity to move to the like leveraged title at the nearest location containing the leveraged title. If surplus employees do not move to the like leveraged title, they will continue in the surplus process provided in Article 2. If a surplus employee does move to the like Leveraged Title, the least senior employee in the leveraged title in that work location may be declared surplus. Surplus employees who choose to move to a leveraged title move with the same pension band as the like non-leveraged title but no retreat rights. All leveraged title performance standards will apply to such surplus employees and MOA 98-02 will not apply to such surplus employees. Such surplus employees will be given the option to move to the leveraged title wage rate and incentive plan. If the surplus employee elects not to move to the leveraged title wage rate and incentive plan, the incentive plans and the wage schedule, including all progression and general increases, applicable to the like non-leveraged title will apply to them.

A Leveraged Title Sales Committee will be established to discuss the status of and suggestions regarding additional compensation plans, commissions, bonuses, and incentive programs.
Wages for surplus employees hired prior to April 4, 2004 who are assigned under Article 2, Section 2.06B7e to a Leveraged Title under this MOA ("pre-April 4, 2004 surplus employee") will be frozen at the employee’s current rate of pay until the base wage amount for the Leveraged Title into which the employee is assigned reaches the rate of pay the employee had when he/she was assigned into the Leveraged Title position. If a pre-April 4, 2004 surplus employee’s current weekly rate of pay is equal to or below the base wage amount for the Leveraged Title position, the terms and conditions of Section C8 Wage Administration will apply. Pre-April 4, 2004 surplus employees will not participate in the Incentive Pay Plans described in this MOA, but will be assigned to the Service Representative base incentive plan available, if any, to similarly situated non-Leveraged Title employees performing like functions. In addition, pre-April 4, 2004 surplus employees are not eligible for the Reassignment Pay Protection Plan (RPPP) pursuant to Article 2, Section 2.06B9.

Surplus employees hired on or after April 4, 2004, who are assigned under Article 2, Section 2.06B7e into a Leveraged Title position under this MOA, will receive a Reassignment Pay Protection Plan (RPPP) lump sum payment in accordance with the Leveraged Title RPPP Payout Table. Wages for such employees shall be the rate of pay reflected in Appendix C.
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Effective date/language: With ratification

Termination date/language: With expiration of the 2012 Collective Bargaining Agreement

Applies to:

Pacific Bell Telephone Company (Except Appendix E) X SBC Global Services, Inc. __

Nevada Bell Telephone Company (Except Appendix E) X Appendix E __

AT&T Services, Inc. X

Communications Workers of America

Agreed: Tom Runnion
CWA Staff Representative – District 9

Date: 5-20-13

AT&T West

Agreed: Doug Eubanks
Executive Director – Labor Relations

Date: 5/20/13
MEMORANDUM OF AGREEMENT

GUARANTEED TIME OFF

This Memorandum of Agreement (MOA) confirms our understanding regarding Guaranteed Time Off.

1. Subject to the limitations below, starting in January 2014, an employee will be allowed, on request, to take off one (1) of his or her Personal Days Off ("Guaranteed Time Off").

2. The Guaranteed Time Off may be taken in four (4) two (2) hour increments.

3. The Department Vice President, or his or her delegate, may designate up to four months of a year as unavailable for Guaranteed Time Off. The designated unavailable months will be established no later than the last week of November for the following calendar year. The first such designation shall be November 2013. Once the unavailable months to take Guaranteed Time Off for the following calendar year have been established, they will not be changed; except, however, the Companies may at their discretion make a month(s) which has been previously designated as unavailable, available.

4. At least one (1) person per vacation list, per day, will be allowed Guaranteed Time Off for a vacation list of ten (10) people or more. For a vacation list of nine (9) people or less, Guaranteed Time Off will be granted to at least one person if at least 80 percent (80%) of scheduled employees report to work as expected.

5. Guaranteed Time Off is only available for use Monday through Friday and is not available for use on Company Authorized Holidays.

6. Eligibility requirements for paid Personal Days Off are set forth in Article 6, Section 6.04 of the 2012 Collective Bargaining Agreement.

7. Eligibility requirements for paid Personal Days Off for Appendix D employees are set forth in Appendix D, Section D 5.07 of the 2012 Collective Bargaining Agreement.
**Effective date/language:** Upon ratification

**Termination date/language:** With expiration of the 2012 Collective Bargaining Agreement

**Applies to:**

| Pacific Bell Telephone Company (Except Appendix E) | X | SBC Global Services, Inc. | X |
| Nevada Bell Telephone Company (Except Appendix E) | X | Appendix E | |
| AT&T Services, Inc. | X |

**Communications Workers of America**

**Agreed:**

Tom Runnion
CWA Staff Representative – District 9

**Date:** 5/20/13

**AT&T West**

**Agreed:**

Doug Flores
Executive Director – Labor Relations

**Date:** 5/20/13
MEMORANDUM OF AGREEMENT

MOVEMENT OF WORK & TRANSFERS TO SBC COMPANIES

In response to the Union’s concern for its members’ employment security and its express interest in removing impediments to movement between the various SBC Companies, the parties agree, effective April 1, 2001, to the following provisions for employee movement among any SBC Companies, except the Wireless Companies, who have employees represented by the Communications Workers of America (CWA) (“Companies” or “Company”):

The Union agrees that it will not seek to alter any existing bargaining units in any SBC Company on the basis of any movement or transfer of employees between those companies as a result of this Agreement. The Union further agrees that any work stoppage or delay and/or failure to reach a new collective bargaining agreement between any Company and the Union will not result in a work stoppage between the Union and any other SBC Subsidiary Company or Pacific Telesis Group Subsidiary Company in California or Nevada or in any way impact the collective bargaining agreements and/or relationships between the Union and any other SBC Subsidiary Company or Pacific Telesis Group Subsidiary Company in California or Nevada.

The Companies will provide advance notice to the Vice President-District 9 when they are contemplating the movement of bargaining unit work out of California or Nevada that will result in a surplus. This notice will be provided so that the Union can provide input to improve and/or change the contemplated action by the Companies. The Companies will evaluate any modifications proposed by the Union before making their final determination. The final decision whether or not to move the work will be provided to the Vice President-District 9 and the involved CWA Local(s).

Per the CWA Surplus Exchange (CSE) process in the National Transfer Plan (NTP) Memorandum Of Agreement (MOA), employees who are placed at and report to, the receiving Company, will receive payment for Relocation Allowance per the applicable terms and conditions of the collective bargaining agreement at their former Company.
Effective date/language: With ratification

Termination date/language: With expiration of the 2012 Collective Bargaining Agreement

Applies to:

Pacific Bell Telephone Company (Except Appendix E)  X  SBC Global Services, Inc.  

Nevada Bell Telephone Company (Except Appendix E)  X  Appendix E  

AT&T Services, Inc.  X  

Communications Workers of America  AT&T West

Agreed:  
Tom Runnion  
CWA Staff Representative – District 9

Date: 5-20-13

Agreed:  
Doug Flores  
Executive Director – Labor Relations

Date: 5/20/13
MEMORANDUM OF AGREEMENT
ADMINISTRATIVE WORK UNIT & IMMEDIATE SERVICE BRIDGING

The Companies and the Communications Workers of America (Union) agree that the current practice of allowing employees who are involuntarily separated from the business with eighteen (18) months unlimited access to AUTS after accepting Separation Benefits and who are rehired (and not recalled from layoff) within eighteen (18) months to receive an immediate service bridge will continue for the term of the 2012 Collective Bargaining Agreement. The Companies and the Union also agree and acknowledge that this service bridging rule and other service rules regarding the bridging of service are governed by the terms of the AT&T Pension Benefit Plan (the “Plan”) and in particular the pension program the employee is eligible for upon rehire. Employees who are rehired during the term of the 2012 Collective Bargaining Agreement participate in the Bargained Cash Balance Program #2 of the AT&T Pension Benefit Plan. This proposal does not change the current provisions of the Plan but instead confirms that the current service bridging rule will continue for the term of the 2012 Collective Bargaining Agreement. This proposal does not address or change in any way the eligibility provisions of the AT&T Pension Benefit Plan.

Effective date/language: With ratification

Termination date/language: With expiration of the 2012 Collective Bargaining Agreement

Applies to:

Pacific Bell Telephone Company
(Except Appendix E) X SBC Global Services, Inc. ___

Nevada Bell Telephone Company
(Except Appendix E) X Appendix E ___

AT&T Services, Inc. X ___

Communications Workers of America

Agreed: Tom Runnion
CWA Staff Representative
– District 9

Date: 5-20-13

AT&T West

Agreed: Doug Bobes
Executive Director – Labor Relations

Date: 5-20-13
MEMORANDUM OF AGREEMENT

QUALITY OF WORK LIFE COMMITTEE

This Memorandum of Agreement confirms our understanding that it is beneficial to both the Union and the Companies to identify and discuss broad concerns of mutual interest with the intent to attempt to resolve problems identified by the parties. In order to accomplish this goal, the Companies and the Union agree to the following:

Establish a Quality Of Work Life Committee (QWL Committee).

The Union and the Companies shall discuss the following, as well as other topics mutually agreed to:

- Scheduling processes
- Productivity Measurements
- Overtime requirements/Distribution
- Work Processes

The QWL Committee shall research identified issues and propose solutions to these issues. Committee representatives will then bring the identified issues and proposed solutions to the appropriate Management and Union leaders for consideration. When mutually agreed to, the QWL Committee may identify the need and establish subcommittee(s) for the purpose of working issues identified by the greater QWL Committee.

The QWL Committee/subcommittee(s) does not have the authority to formulate policy or enter into agreements that require collective bargaining. The QWL Committee/subcommittee(s) proceedings will not be used in lieu of the grievance or arbitration procedures nor will it or its activities be subject to the grievance and arbitration process.

The QWL Committee will consist of not more than three (3) representatives designated by the Company, not more than three (3) representatives designated by the Union. In addition a representative from District 9 Staff may also participate.
Additional Union and/or Company representatives may attend the meetings or be part of working subcommittee(s) if mutually agreed to by the parties. Pay will be in accordance with Section 3.02 of the 2012 Collective Bargaining Agreement for attendance at QWL Committee/subcommittee(s) meeting(s).

The QWL Committee will meet every other month for the first twelve (12) months following the ratification of the 2012 Collective Bargaining Agreement, and no less than quarterly, every three (3) months, thereafter. When teleconference or video conference facilities are geographically and readily available for use by all parties, they will be the preferred method for meeting.

**Effective date/language:** With ratification

**Termination Date/language:** With expiration of the 2012 Collective Bargaining Agreement

**Applies to:**

Pacific Bell Telephone Company (Except Appendix E)  X  SBC Global Services, Inc.  X

Nevada Bell Telephone Company (Except Appendix E)  X  Appendix E  X

AT&T Services, Inc.  X

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**Communications Workers of America**

Agreed:  
Tom Runnion  
CWA Staff Representative – District 9

Date:  5-20-13

**AT&T West**

Agreed:  
Doug Flores  
Executive Director – Labor Relations

Date:  5-20-13
Memorandum of Agreement
Four-Ten Work Schedules for Appendix E Employees

This Memorandum of Agreement ("Agreement") confirms our understanding regarding the four-day workweek for Premises Technicians in U-verse Field Operations located in the West region. For the purpose of this agreement, the provisions of Appendix E of the Contract apply unless otherwise specified in this Agreement.

The Companies and the Union agree that in work groups where the Company and the Local Union have agreed to participate, employees will be eligible to volunteer to select a Four Ten Work Schedule by seniority. The Company or the Local Union can terminate an established four-ten work schedule at any time for any reason with 30 days written notice.

Overtime will be paid as follows.

a. Hours worked in excess of ten (10) hours in a workday shall be paid at the rate of one and one-half (1-1/2) times the employee’s regular rate of pay.

b. Hours worked in excess of fourteen (14) hours in a workday shall be paid at the rate of two (2) times the employee’s regular rate of pay.

c. Hours worked in excess of forty (40) hours in a workweek shall be paid at the rate of one and one-half (1-1/2) times the employee’s regular rate of pay.

A vacation week will always equal forty (40) hours of time off. The employee’s scheduled vacation week will be changed to a five-day (5), Monday through Friday, eight (8) hour schedule. Vacation weeks taken a day-at-a-time should be converted to hours for administrative purposes. A vacation day will be ten (10) hours unless the remaining balance of vacation hours is less than ten (10) hours.

Personal days off specified in E1.04H should be converted to hours for administrative purposes. A personal day off will be ten (10) hours unless the remaining balance of Personal Day Off hours is less than ten (10) hours.

An employee’s work schedule during a holiday week shall be reverted to a five (5) day schedule.

Employees who work more than ten (10) hours* shall be allowed an additional fifteen (15) minute break period.

(*10 hours of work time excluding any unpaid breaks such as a lunch break)
Paid illness absence will be granted in accordance with E1.04M. Paid illness absence days should be converted to hours for administrative purposes. An employee who is eligible for illness absence payments will receive ten (10) hours of pay if the employee is sick on a scheduled ten (10) hour day, unless the remaining balance of paid absence time is less than ten (10) hours.

Effective date/language: 

Termination date/language: 

Coverage: 

Communications Workers of America

Agreed: Tom Runnion
Staff Representative
CWA District 9

Date: 8-8-13

With Signature 

With the expiration of the 2012 Contract

Appendix E

AT&T West

Agreed: Doug Flores
Executive Director
Labor Relations

Date: 8/8/13
Memorandum of Agreement
Term Splicing Technician and Outside Plant Technician Employees Who Are Interested In A Premises Technician Position

This Memorandum of Agreement confirms our understanding regarding Term Splicing Technician and Outside Plant Technician employees who are employed as of the signature date of this Agreement and who are interested in a Premises Technician Position(s).

Term Splicing Technician and Outside Plant Technician employees will be able to apply for available Premises Technician position(s) in the West Region that are being advertised to external candidates on the att.jobs website using the process on the att.jobs website under Memorandum of Agreement Temporary and Term Employees Who Are Going To Be Work Completed (09-02A). The requirement in MOA 09-02A that a term employee has been notified that they are going to be work completed and has been given a work complete date does not apply to employees covered by this Memorandum of Agreement.

This Agreement shall not be subject to citation in any other case, including, but not limited to, future grievances, arbitrations and mediations between the parties. The Companies and the Union agree that they will not use this Agreement for any purpose or in any proceeding between the parties except to resolve disputes concerning this Agreement.

Effective date/language: With Signature

Termination date/language: With expiration of the 2012 Collective Bargaining Agreement

Coverage: Term Splicing Technician and Outside Plant Technician Employees

Communications Workers of America

Agreed: Tom Runnion
Staff Representative
CWA District 9

Date: 11-12-14

AT&T West

Agreed: Jon Irelan
Director Labor Relations

Date: 11/11/2014
MEMORANDUM OF AGREEMENT

Arbitration Expenses for Arbitrators
Outside of California and Nevada

This Memorandum of Agreement confirms our understanding regarding the expenses of arbitrators who reside outside California or Nevada.

The Companies and Union choose arbitrators to make up a panel from which list arbitrators are chosen, in succession, to hear cases. If the Companies or the Union choose to have a Company arbitrator pick or a Union arbitrator pick who resides outside of California or Nevada, the Companies or the Union will pay arbitration expenses for their arbitrator pick as follows:

1. Transportation costs (airfare/car/train, etc.) in excess of the transportation costs which would have been paid to an arbitrator who resides in California or Nevada.
2. Travel time charges in excess of the travel time which would have been paid to an arbitrator who resides in California or Nevada.
3. Hotel expenses in excess of hotel expenses which would have been paid to an arbitrator who resides in California or Nevada.

All other compensation and expenses of the arbitrator and the general expenses of the arbitration will be borne by the Companies and the Union in equal parts. Each party will bear the expense of its representatives and witnesses. (CWA/AT&T West Contract, Article 7, Section 7.16.)

At any time, either party may terminate this Memorandum of Agreement by giving thirty (30) calendar days written notice.

Effective date/language: 

Termination date/language: With the expiration of the 2012 Contract

Coverage:

Communications Workers of America

Agreed: 

John Doran
Assistant to the Vice President
CWA District 9

Date: 8/8/14

With Signature

With the expiration of the 2012 Contract

Pacific Bell Telephone Company
Nevada Bell Telephone Company
A&T Services, Inc. and SBC Global Services, Inc.

AT&T West

Agreed: 

Joanne M. Chan
Director
Labor Relations

Date: 8/8/14
MEMORANDUM OF AGREEMENT

REHIRED RETIREES

General Provision – These rules are applicable to any individual who is hired into a job title covered by the 2012 West Core CWA Collective Bargaining Agreement ("Agreement") and at the time of hire is eligible for post-employment health and welfare benefits ("benefits") under an AT&T-sponsored plan. Nothing herein shall be construed to address benefits (including eligibility or provisions) for any period subsequent to the term of this Agreement.

i. Definitions

- Rehired Retiree: An individual who is hired into an active bargained temporary, term, regular, part-time or full-time job title covered by the 2012 West Core CWA Collective Bargaining Agreement who at the time of hire is eligible for post-employment benefits under an AT&T sponsored medical plan.
- Applicable Benefit Plans: Applies only to Medical, CarePlus, Medicare Part B premium reimbursement, Dental, Vision and Life Insurance benefits that are provided under an AT&T-sponsored benefit plan.
- Retiree HRA: The AT&T Medicare-Eligible Health Reimbursement Account Program, a program for eligible Medicare-eligible retirees and dependents who purchase medical coverage and/or prescription drug coverage from the Retiree Health Exchange ("Exchange") beginning January 1, 2015.

ii. Eligibility Rule: A Rehired Retiree is not eligible for both active and retiree level of benefits at the same time. A Rehired Retiree will only be eligible for the retiree level of benefits until the date the active employee company subsidy for health and welfare benefits is first available for that Rehired Retiree.

Upon eligibility for the active employee Company subsidy, the Rehired Retiree shall be eligible for the active level of employee benefits under the terms and conditions applicable to similarly situated Employees and ceases to be eligible for post-employment benefits during the period the Rehired Retiree is eligible for active level of benefits.

An exception to the eligibility described above applies to retirees purchasing qualifying coverage through the Exchange on or after January 1, 2015. For these retirees who are rehired, the waiting period for Company-subsidized coverage will be waived accordingly:

If retirees described above were eligible to receive a credit to a Retiree HRA (i.e., were eligible for Company-subsidized coverage) immediately prior to rehire, they will be immediately eligible for all active new hire employee benefits including subsidized contributions on the first day of the month following the date of rehire, unless the hire date is on the first day of the month, in which case the eligibility date is the date of hire.

Retirees who were eligible to receive a credit to a Retiree HRA immediately prior to rehire will have their HRA suspended upon becoming an active employee. During the period in which active level of benefits is received, no additional HRA credits will be given and no charges incurred will be reimbursed through the HRA.
Retirees who were not eligible to receive a credit to a Retiree HRA (i.e., were ineligible for Company-subsidized coverage) immediately prior to rehire, will continue to be subject to the applicable waiting period for company-subsidized benefits. These employees will still be able to enroll and pay 100% of the cost of active new hire coverage during the waiting period and will then pay the same subsidized contribution after the waiting period as active new hires.

iii. Eligibility upon Termination: Upon loss of eligibility for the active level of benefits, the Rehired Retiree will be eligible for the post-employment benefits of the Applicable Benefit Plans under the same terms and provisions as if the Rehired Retiree had not been rehired as those benefits may have changed from time to time. The terms and provisions applicable to these post-employment benefits will not be affected by the Rehired Retiree’s period of service after rehire.

Effective January 1, 2015, and the terms of this MOA will apply to all Rehired Retirees who are employees at that time.

It is intended that this MOA supersedes any Health and Welfare provisions currently in place for Rehired Retirees regarding coverage under the Applicable Benefit Plans, including MOA 13-21 Rehired Retirees, attached hereto as Exhibit 1, and will be applied according to the terms of this Agreement with respect to the Applicable Benefit Plans.

**Effective date/language:** January 1, 2015

**Termination date/language:** With expiration of the 2012 Collective Bargaining Agreement

**Applies to:**
- Pacific Bell Telephone Company (Except Appendix E)  X
- SBC Global Services, Inc.  X
- Nevada Bell Telephone Company (Except Appendix E)  X
- Appendix E  X
- AT&T Services, Inc.  X
- Communications Workers of America  
- AT&T West

**Agreed:**

Tom Runnion  
CWA Staff Representative  
District 9

**Date:** 11/25/2014

**Agreed:**

Jon Irelan – Director  
Labor Relations

**Date:** 11/19/2014
MEMORANDUM OF AGREEMENT
AT&T EMPLOYEE DISCOUNTS

This Memorandum of Agreement ("MOA") covers understandings and agreements reached between Pacific Bell Telephone Company, Nevada Bell Telephone Company, AT&T Services, Inc., and SBC Global Services, Inc. ("Company") and Communications Workers of America District 9, AFL-CIO ("Union") (hereinafter, Company and Union are referred to collectively as "Parties"), regarding the AT&T EMPLOYEE DISCOUNT PROGRAMS ("Programs"). The term Programs, as used herein, excludes the bargained-for wireline home telephone concession plans and shall apply to all current and future discount programs provided and offered by the Company. The Company and Union agree as follows:

1. During the term of this MOA, bargaining unit employees represented by the Union will be conditionally eligible to participate in the Programs on the same terms and conditions applicable to the Company's non-bargained for management employees, subject to product availability, restrictions and requirements as well as any other terms or conditions otherwise agreed to by the Parties.

2. Bargaining unit employees of the Company are conditionally eligible to participate in the Programs solely by virtue of this MOA and would not otherwise be eligible to participate in the Programs.

3. Because the Company cannot effectively offer the Programs for selected operating entities, the Parties acknowledge and agree that individual wholly-owned subsidiary and affiliated operating companies of AT&T Inc. (hereinafter "Operating Subsidiary") cannot be excluded from the Programs. Therefore, this MOA will become effective and binding on the Parties only if the Union executes a similar MOA regarding the Programs for all of the AT&T Operating Subsidiaries with each of the individual CWA Districts. If this condition is not satisfied by October 9, 2015, this MOA will become null and void.

4. The Company, in its sole discretion, reserves the unilateral right to amend, modify, change or discontinue all or any part of the Programs at any time and without bargaining.

5. If the Company changes the terms and conditions of the Programs in the future, the Company will provide the Union with a notification of the changes at least 10 days prior to the date the changes are to become effective.

6. This MOA shall not be cited as support or evidence of any claim, grievance, or demand relying in whole or in part on any allegation of co-employment, alter ego, joint employment, single employer, or a single bargaining unit.
7. Prior to executing this MOA, the Company and Union have satisfied any and all of their legal and contractual obligations to bargain over the Programs and the terms of this MOA if any such obligation exists.

8. This MOA will remain in force and effect until cancelled by either the Company or upon mutual agreement of the Parties.

Coverage: Pacific Bell Telephone Company, Nevada Bell Telephone Company, AT&T Services, Inc., and SBC Global Services, Inc.

Communications Workers of America

Agreed: 
Ellen West
Area Director
CWA

Date: Oct 5, 2015

AT&T West

Agreed: 
Jon Trelian
Director
Labor Relations

Date: 10/8/2015
Memorandum of Agreement
Employment Security and Layoffs

For Regular employees hired before July 1, 2004, the Employment Security Commitment (Article 2, Section 2.01) will not be cancelled or suspended for the life of the contract.

For Regular employees hired on or after July 1, 2004 and prior to April 10, 2016 who have satisfactory job performance and attendance on the first day of the maintained phase (see Section 2.06E), the Employment Security Commitment (Article 2, Section 2.01) will not be cancelled or suspended for the life of the contract. If the procedures described in Sections 2.06B3 through 2.06B7 have not resolved a declared surplus at the conclusion of thirty (30) calendar days from the beginning of the assignment phase (as described in Section 2.06B7e), maintained surplus employees hired on or after July 1, 2004 and prior to April 10, 2016 who have satisfactory job performance and attendance on the first day of the maintained phase (see Section 2.06E), may, at the Companies’ discretion, be placed at any time into any CWA-represented bargaining unit position in the Companies in the West Region, in Legacy T in the West Region (e.g., AT&T Corp., AT&T Services, Inc., and Teleport Communications America, LLC), and in National Internet Contract (AT&T Services, Inc.) in the West Region. The provisions of Sections 2.06B8 (Return Rights), 2.06B9 (Reassignment Pay Protection Plan), 2.06B10 and 2.08 (Relocation) will apply to maintained surplus employees accepting a position in the Companies in the West Region.
Maintained surplus employees accepting a position outside their current bargaining unit will be eligible for Relocation Expense (Section 2.08) and for a Reassignment Pay Protection Plan lump sum payment in accordance with the table on Attachment A, where the rate of pay of the new job is less than the current rate of pay of the employee’s former job title. Maintained surplus employees accepting a job offer outside their current bargaining unit will be treated as if they had transferred under the terms and conditions of the IMF process and shall be subject to all applicable receiving company practices, policies, collective bargaining agreement provisions and benefit plan eligibility standards, including those related to or affected by Net Credited Service.
Maintained surplus employees who choose not to accept a commutable lateral position will leave the service of the Companies. Maintained surplus employees who choose not to accept a downgrade or a non-commutable position will leave the service of the Companies and receive Separation Benefits.

Notwithstanding any other provisions of the collective bargaining agreement or this Memorandum of Agreement, the Employment Security Commitment (Article 2, Section 2.01) and Article 2, Sections 2.06C and 2.06E will not apply to employees hired on or after July 1, 2004 and prior to April 10, 2016 who do not have satisfactory job performance and attendance on the first day of the maintained phase (see Section 2.06E). If the procedures described in Sections
2.06B3 through 2.06B7 have not resolved a declared surplus at the conclusion of thirty (30) calendar days from the beginning of the assignment phase (as described in Section 2.06B7e), least senior identified surplus employees hired on or after July 1, 2004 and prior to April 10, 2016 who do not have satisfactory job performance and attendance on the first day of the maintained phase (see Section 2.06E) need not be maintained in the surplus process and may be laid off as described in Article 8.

Notwithstanding any other provisions of the collective bargaining agreement or this Memorandum of Agreement, the Employment Security Commitment (Article 2, Section 2.01) and Article 2, Sections 2.06C and 2.06E will not apply to employees hired on or after April 10, 2016. If the procedures described in Sections 2.06B3 through 2.06B7 have not resolved a declared surplus at the conclusion of thirty (30) calendar days from the beginning of the assignment phase (as described in Section 2.06B7e), least senior identified surplus employees hired on or after April 10, 2016 need not be maintained in the surplus process and may be laid off as described in Article 8.
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210.00  214.50  1,940  6,930  27,740  33,300
215.00  219.50  1,980  7,110  28,390  34,070
220.00  224.50  2,040  7,260  29,030  34,850
225.00 +  2,080  7,420  29,680  35,620

In those cases where the total lump sum payment the employee is to receive exceeds Five Thousand Dollars ($5,000), an initial lump sum payment of Five Thousand Dollars ($5,000) shall be made after the employee reports to the new position. Subsequent lump sum payments of Five Thousand Dollars ($5,000) (or a portion thereof) shall continue to be made at six (6) month intervals until the total amount is paid to the employee.

**Effective date/language:**  With ratification

**Termination date/language:**  With expiration of the 2016 Collective Bargaining Agreement

**Applies to:**

- **Pacific Bell Telephone Company**
  (Except Appendix E)  X  **SBC Global Services, Inc.**

- **Nevada Bell Telephone Company**
  (Except Appendix E)  X  **Appendix E**

- **AT&T Services, Inc.**  X

---

**Communications Workers of America**

**Agreed:**  Ellen West
Area Director - CWA

**Date:**  10-14-2017

---

**AT&T West**

**Agreed:**  Jon Ireland
Director – Labor Relations

**Date:**  9/14/2017
Memorandum of Agreement
Monitoring Committee

This Memorandum of Agreement confirms the understanding between the Companies and the Union regarding establishing a joint Monitoring Committee to meet two (2) times a year to discuss issues related to the Monitoring and Recording of Calls MOA 13-24 unless an issue arises affecting multiple offices or locations that warrants an additional meeting.

The joint committee will consist of no more than six (6) representatives; three (3) representatives designated by the Company and three (3) representatives designated by the Union. Additional Company and/or Union representatives may attend the two (2) meetings if mutually agreed to by the parties.

The two (2) joint committee meetings will be: limited to a one-day session, held at a mutually agreed to place, day and time, and not requiring an overnight stay. When teleconference or video conference facilities are geographically and readily available for use by all parties, it will be the preferred method for meeting. Union representatives participating in the joint committee meetings shall be paid in accordance with the provisions of Article 3, Section 3.02.

The joint committee does not have the authority to formulate policy or enter into any agreements that require collective bargaining. The joint committee proceedings will not be used in lieu of the grievance or arbitration process nor will it or its activities be subject to the grievance and arbitration process.

Effective date/language: With ratification

Termination date/language: With expiration of the 2016 Collective Bargaining Agreement

Applies to:

Pacific Bell Telephone Company
(Except Appendix E) X SBC Global Services, Inc. _____

Nevada Bell Telephone Company
(Except Appendix E) X Appendix E _____

AT&T Services, Inc. X

Communications Workers of America AT&T West

Agreed: Ellen West
Area Director - CWA

Date: 10-14-2017

Agreed: Jon Irelan
Director – Labor Relations

Date: 9/14/2017
Memorandum of Agreement
Premises Technician Overtime Committee

This Memorandum of Agreement confirms the understanding between the Companies and the Union regarding establishing a Premises Technician Joint Overtime Committee ("Committee") to meet four (4) times a year to discuss issues related to the distribution of Overtime to employees within Appendix E of the 2016 Collective Bargaining Agreement.

The Committee will consist of no more than six (6) representatives; three (3) representatives designated by the Companies and three (3) representatives designated by the Union. Additional Company and/or Union representatives may attend the four (4) meetings if mutually agreed to by the parties.

The four (4) Committee meetings will be limited to a one-day session. The meetings will be held via Telepresence when Telepresence facilities are readily available. Otherwise the meeting will be held telephonically. Union representatives participating in the Committee meetings shall be paid in accordance with the provisions of Article 3, Section 3.02.

The Committee does not have the authority to formulate policy or enter into any agreements that require collective bargaining. The Committee proceedings will not be used in lieu of the grievance or arbitration process nor will it or its activities be subject to the grievance and arbitration process.

Effective date/language: With ratification

Termination date/language: With expiration of the 2016 Collective Bargaining Agreement

Applies to:

Pacific Bell Telephone Company
(Except Appendix E) ______ SBC Global Services, Inc. ______

Nevada Bell Telephone Company
(Except Appendix E) ______ Appendix E ______

AT&T Services, Inc. ______
Communications Workers of America

Agreed: _______________________
Ellen West
Area Director - CWA

Date: 10-14-2017

AT&T West

Agreed: _______________________
Jon Ielan
Director – Labor Relations

Date: 9/14/2017
MEMORANDUM OF AGREEMENT

Transition of Newly-Represented DIRECTV LLC Employees

This Memorandum of Agreement ("MOA") is entered into as of July 12, 2017 between Pacific Bell Telephone Company, Nevada Bell Telephone Company, AT&T Services, Inc., and SBC Global Services, Inc. ("Company") and the Communications Workers of America ("CWA" or the "Union"), and sets forth the terms and conditions agreed to by the Company and the Union (hereinafter referred to collectively in this MOA as the "Parties") regarding the transition of certain newly-represented Company employees into Appendix E ("Appendix E") of the 2016 Agreement between the Company and the Union ("2016 Agreement").

1. **Recognition.** Effective with ratification of the 2016 Agreement, DIRECTV LLC ("DTV") shall be a participating employer in the 2016 Agreement. Per the Certification of Results issued on April 1, 2016 by the American Arbitration Association in Case No. 01-16-0000-8737 for the AT&T West Unit consisting of Technician, Warehouse and Administrative Support, the Company recognizes the Union as the duly authorized bargaining agent for the titles listed below ("Unit Employees"):

   Administrative Support Assistant
   Field Operations Technician
   Installation Technician
   Office Coordinator
   Warehouse Assistant
   Warehouse Material Handler Sr

2. **Transfers to Job Titles.** Effective September 3, 2017 ("Effective Date"), Unit Employees referenced in paragraph 1 above shall be placed into Appendix E in the job titles of Administrative Support Assistant, Office Coordinator, Premises Technician, Warehouse Assistant and Senior Material Handler as provided in Attachment 1 to this MOA.

   A. The wage schedules for the titles in paragraph 2 above are listed in Attachment 2 to this MOA. The Parties agree that these titles are fully and finally established with no further steps required.

   B. Until the Effective Date and except as provided specifically in this MOA, current terms and conditions of employment for Unit Employees will not change without discussion between the Company and the Union.
C. At the time of the Effective Date referenced above, Appendix E shall contain the entire agreement, subject to the administrative limitations of the Company systems, between the Parties with respect to all Unit Employees in titles referenced in paragraph 1 above, except that, as described in paragraph 4 below, such Unit Employees will maintain their current benefits until their benefits are replaced on January 1, 2018 and the benefits that will apply at that time are the benefits provided under Appendix E. On the Effective Date, Unit Employees shall be subject to all policies that apply to employees covered by Appendix E. Any administrative limitations and/or policies shall be implemented as soon as practicable after the Effective Date.

D. Unit Employees shall be exempt from the test qualifications required for their new job title for purposes of their initial placement into such title.

E. Unit Employees who transition to the Premises Technician title may be sent to Pole Climbing training. Unit Employees who are unable to pass Pole Climbing training will be allowed to remain as Premises Technicians. Unit Employees who become Premises Technicians who are unable to pass Pole Climbing training and who voluntarily transfer to another title that requires Pole Climbing will be required to pass Pole Climbing training to remain in the new position.

F. Unit Employees’ current DTV time-in-title will be credited toward their new Appendix E title.

3. Wages. The payment of wages to Unit Employees shall be made as follows:

A. On the Effective Date, Unit Employees will be placed into the wage schedule in Attachment 2 to this MOA that corresponds to their new title in Attachment 1 to this MOA using the assignment method described below.

B. Assignment Method:

1. Field Operations Technicians and Installation Technicians will be assigned an equivalent wage step comparing their current weekly wage rate to the weekly wage steps in the April 2015 Premises Technician wage table. The assigned wage step will be the nearest wage rate that is equal to or within $0.20 of their current pay (e.g., if the current weekly wage rate was $720.15, the employee would be assigned at Step 5 -- $720.00 on the April 2015 Premises Technician wage table). If their current weekly wage rate is more than $0.20 than the nearest step on the April 2015 Premises Technician wage table, their assigned wage step will be the next higher wage step (e.g., if the current weekly wage rate were $725.00, the employee would be assigned at Step 6 -- $765.50 on the April 2015 Premises Technician wage table).
2. Field Operations Technicians and Installation Technicians shall transition to the corresponding step of the August 2017 Premises Technician wage table in Attachment 2 that is equal to their equivalent wage step assigned above (i.e., "step-to-step"). These employees will receive no less than a $30.00 increase in their weekly wages. The $30.00 per week minimum increase shall apply even though the wage step on the schedule would have provided an increase for a lesser amount. Any subsequent wage progressions or wage increases will be to the wage schedule step rates.

The $30.00 per week minimum increase does not apply to employees with a wage rate that is over the top step wage rate of the new wage schedule in Attachment 2.

3. Employees in the following titles: Administrative Support Assistant, Office Coordinator, Warehouse Assistant, and Warehouse Material Handler Sr. shall transition to the step of the corresponding wage schedule that is closest to but not less than these Unit Employee’s then-current weekly wage rate.

These Employees will be transitioned into wage schedules in Attachment 2 on September 3, 2017, in accordance with this MOA, and will receive no less than a $30.00 increase in their weekly wages. The $30.00 per week minimum increase shall apply even though the wage step on the schedule would have provided an increase for a lesser amount. Any subsequent wage progressions or wage increases will be to the wage schedule step rates.

The $30.00 per week minimum increase does not apply to employees with a wage rate that is over the top step wage rate of the new wage schedule in Attachment 2.

4. The date on which Unit Employees move to the wage schedules in Attachment 2 to this MOA in accordance with paragraph 3(A) above will be the start date for calculation of the wage progression interval.

C. Those Unit Employees whose current wages are above the maximum weekly rate of the appropriate wage schedule in Attachment 2 to this MOA at the time of the transition will be pay protected until their base pay is at or below the maximum weekly rate of the appropriate wage schedule. Pay protection shall not apply to Unit Employees who elect to move to another job title. "Pay protected" means that their base pay will remain the same.
4. **Benefits.**

A. Health and Welfare

Employees and Eligible Retired Employees will continue to be eligible to participate in AT&T's non-bargained-level health and welfare and disability benefit plans, programs, and policies as they may change from time to time for non-bargained employees at the sole discretion of the Company without further bargaining or consent from the union through December 31, 2017. Eligible Retired Employees are required to pay 100% of the cost of coverage for the benefits outlined above.

The term “Eligible Retired Employees” means Employees who terminate employment with the Company during the term of this Agreement and who meet the applicable requirements to be eligible for post-retirement benefits under the terms of the medical program the Employee was eligible for as an active Employee as of the date of termination.

B. Pension and Savings

Unit Employees shall be eligible to participate in the benefit plans on the same terms, conditions and provisions in effect as of the effective date of this MOA as provided to similarly situated DTV non-bargained employees, as described in the applicable SPDs and SMMs through December 31, 2017.

5. On the Effective Date, Unit Employees will become eligible for any 2016 Agreement paid or unpaid time off (e.g. vacation, holidays, personal days off, etc.). Any Paid Time Off (PTO) used prior to the Effective Date will be deducted from the Unit Employee's new Bargained vacation balance. If the Bargained vacation balance is not enough to cover PTO time taken, left over hours will be deducted from any Personal Days Off balance available.

6. On the Effective Date, DTV will be a participating company in the NTP and Unit Employees will be eligible to participate in the NTP in agreements where DTV has been added as a participating company.

7. The Union waives and releases any and all claims or potential claims against the Company relating to the recognition or transfer of Unit Employees into Appendix E.

A. In addition, with respect to: (1) any basis that predates the date of this MOA; (2) these negotiations and any resulting arrangements; or (3) any change of operations of any currently existing AT&T Company, the Parties to this MOA will not in any pleading, petition, complaint or proceeding before the National Labor Relations Board, an arbitrator or panel of arbitrators, or any court, assert, claim, charge or allege any such companies are a single or joint employer or enterprise, alter egos, accretions or successors of one another, or that any bargaining units of said entities represented by or sought to be represented by CWA are a single bargaining unit, or are or should be otherwise altered in their scope or composition and any such claims pending between the Parties (including any such claims the CWA may have against
any AT&T Company) shall immediately be withdrawn or dismissed with prejudice. This commitment will survive the conclusion of these negotiations, unless and until such time as this commitment is terminated by mutual written agreement of the Parties.

The Parties hereby acknowledge Unit Employees are being placed into the 2016 Agreement pursuant to and subject to the terms of the November 17, 2016 letter agreement between Richard Honeycutt and Neil Keith, the terms of which survive the expiration of this MOA.

B. The Parties agree that this MOA sets forth the full and complete agreement between the Union and the Company regarding the transfer of Unit Employees into job titles in Appendix E as provided in Attachment 1 to this MOA. If there is any conflict between the provisions of this MOA and provisions in the 2016 Agreement, the provisions of this MOA will prevail.

8. The Parties agree that Unit Employees will vote concurrently on ratification of the 2016 Agreement with all other eligible employees covered by such Agreement's terms. In the event that the Union's members do not ratify the 2016 Agreement by August 10, 2017, the terms of this MOA will be null and void. Further, the Company and the Union agree that the Company reserves the right to and may unilaterally withdraw any proposal to add DTV Field Operations Technicians, Installation Technician, Administrative Support Assistant, Office Coordinator, Warehouse Assistant and Warehouse Material Handler Sr employees to the existing bargaining unit and all proposals related to the above titles made by the Company up to that time are withdrawn.

9. If the 2016 Agreement is ratified on or before August 10, 2017, Unit Employees will receive retroactive wages of 3% of their wage rate in effect as of September 2, 2017 for the time period January 1, 2017 through September 2, 2017. Payment for retroactive wages will be made as soon as practicable after ratification. To be eligible for the retroactive payment, employees must be active on the payroll on the ratification date.

10. The Companies and Union agree the Companies will receive credit for payments made under paragraphs 3 and 9 if paid and if the outstanding Appeal for the following Board charge, the Notice of Appeal which was mailed by the Office of the General Counsel on May 1, 2017 is ruled in favor of the Union (31-CA-190062 / DTV Wages) prior to it being withdrawn by the Union upon ratification of the contract.
11. This MOA shall expire on April 4, 2020 unless otherwise mutually agreed in writing by the Parties.

The Parties have caused this MOA to be executed by their respective representatives, duly authorized, as of the day and year first written below.

FOR THE UNION:

By: Ellenuilt
Title: Area Director
Date: 7-13-2017

FOR THE COMPANY:

By: [Signature]
Title: Director - Labor Relations
Date: 7-12-2017
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<td>Warehouse Material Handler Sr</td>
<td>Senior Material Handler</td>
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### Attachment 2

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MEMORANDUM OF AGREEMENT
Monitoring & Recording of Calls

This Memorandum of Agreement confirms the understanding between the Companies and the Union regarding the monitoring and recording of calls for service assurance and evaluative purposes. This agreement applies to Call Centers in the Consumer Markets Group (CMG), Small Business Solutions, National Customer Support, AT&T Business Solutions Customer Care Ordering, and the Credit and Collections organization.

Call Centers that do not currently have the ability to record calls will follow the terms and conditions of the prior Monitoring MOA’s until recording equipment is installed. AT&T Business Solutions Group will follow MOA 95-20, Credit and Collections and the National Customer Support Organizations (NCSC and Broadband repair) will follow MOA 71-7. For the first sixty (60) days after a Broadband repair center implements supervisory monitoring, monitored calls will be used only for coaching and development purposes.

- Customer calls recorded for service assurance will not result in employee discipline unless Call Handling/Customer Contact Misconduct violations are involved. Call Handling/Customer Contact Misconduct violations include: slamming, cramming, fraud, deliberate falsification of records, intentionally disconnecting customers, intentionally not following required disclosures, privacy violations, customer mistreats, work avoidance, camping to avoid calls, inappropriate message or conversation content, and performing personal activities when scheduled to serve customers. Work performance issues are not to be considered or construed as Call Handling/Customer Contact Misconduct.

For the first ninety (90) days following the effective date of this Agreement or, for those organizations which do not have recording capability, the first ninety (90) days following the Department’s implementation of recordings, prior to meeting with employees to discuss Call Handling/Customer Contact Misconduct violations regarding calls recorded for service assurance, a review of such calls will be conducted by a Labor Relations Manager and a National Union Representative.
• Recorded calls and monitoring used for evaluative purposes are intended to result in enhanced training and coaching and will take place as described below:

To be done only when a visual indicator has notified all employees in the workgroup and a published monthly or weekly recording and monitoring schedule at the team/section level has been provided to employees. Supervisors will have the ability to reschedule a recording or monitoring session when necessary due to unforeseen circumstances, e.g., called in sick, personal tragedy, etc.

Shall be limited to no more than eight (8) calls per month. Such evaluative recording and/or monitoring of an employee will take place no more than two (2) days per month and will be limited to one (1) session each day.

New employees for six (6) months following initial training will have no limit to the number of evaluative calls recorded and/or monitored and will not be notified of evaluative recording or monitoring by either a visual indicator or a published schedule.

Coverage of an employee should take place as soon as possible, but must take place within twenty-four (24) hours of the evaluative call being monitored. However, for evaluative recorded calls, management review of the call must take place within one (1) week of the recording and coverage of the recorded call must take place within twenty-four (24) hours following the review of the recorded call.

Retention of recordings will be no more than thirty (30) days, at which time the recording will be destroyed, unless the recording will be used to substantiate disciplinary action. Where the recording is used to substantiate disciplinary action, it shall be retained for no more than ninety (90) days. Within the ninety (90) day recording retention period, a copy of the recording will be provided to the Union upon request for purposes of problem solving or the grievance process. By the end of the ninety (90) day recording retention period, if the Union requested a copy of the recording, the recording must be returned to the Companies. In addition, by the end of the ninety (90) day recording retention period, the Companies will transcribe the recorded call and the recording will be destroyed. The Companies will provide a copy of the transcription to the Union upon request; when all appeal processes are concluded, the transcription must be returned to the Companies and it will be destroyed. To ensure compliance with legal and regulatory customer privacy requirements, a Non-Disclosure Agreement will be signed by the appropriate Union representative prior
to receiving a copy and/or transcription of the recorded call and applicable screen shots.

No employee will be dismissed solely as a result of evaluative recording and/or monitoring, unless Call Handling/Customer Contact Misconduct violations are involved. Call Handling/Customer Contact Misconduct violations include: slamming, cramming, fraud, deliberate falsification of records, intentionally disconnecting customers, intentionally not following required disclosures, privacy violations, customer mistreats, work avoidance, camping to avoid calls, inappropriate message or conversation content, and performing personal activities when scheduled to serve customers.

- Simultaneous monitoring and recording will be used solely for coaching and development of management personnel and will be done only with the concurrence of the monitored employee.

- Monitoring or recording of calls that is performed by anyone other than management shall be used for coaching and development and may not be used for evaluative or disciplinary purposes. Employees receiving Relief Differential are not management.

- Desk Top Screen shots will be used primarily for coaching and training purposes.

- Local Union representatives will be provided recording usage reports upon request or in the problem resolution process.

- To facilitate implementation, the Companies agree for sixty (60) days from the installation of the recording equipment in each office, to use recorded calls and screen shots for coaching purposes only.

- The Companies will provide the Local Union with thirty (30) days notice of the date the recording equipment is to be installed in an office to provide information and answer any questions. The Union will have full participation in the creation and implementation of any communication plan. Participation will include the CWA Local Presidents or their designee and Company Vice Presidents or General Managers or their designee. Joint communication sessions for employees will be scheduled in work groups to describe the recording and monitoring process and the contents of this MOA.
GLOSSARY OF TERMS

Administrative Monitoring – A random sampling that provides the utility with an overall evaluation or index of the quality of service provided by an office or workgroup, without reference to or identification of an individual employee.

Coach – One who guides and directs performance growth and development.

Deskside – Monitoring that is done at the desk of the employee being monitored.

Development – Any activity focused on improving or enhancing an employee’s performance or behavior.

Discipline – Any action taken by the coach that carries negative consequences for non-performance.

Monitoring – A third-party listening to both sides of the telephone conversation between two other parties.

Simultaneous Monitoring – Two or more managers monitoring the same call at the same time for the purpose of coaching and development of management personnel. Simultaneous monitoring is done only with the concurrence of the monitored employee.

Supervisory Monitoring – Monitoring to train and supervise individual employees in their performance of telephone service assignments.

Work Performance Issues – Issues directly related to the day-to-day job assignment and job functions such as attendance, average handling time, sales objectives, and related measurements of work standards.
**Effective date/language:** With ratification

**Termination date/language:** With expiration of the 2016 Collective Bargaining Agreement

**Applies to:**

<table>
<thead>
<tr>
<th>Company</th>
<th>X</th>
<th>Other Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific Bell Telephone Company (Except Appendix E)</td>
<td></td>
<td>SBC Global Services, Inc.</td>
</tr>
<tr>
<td>Nevada Bell Telephone Company (Except Appendix E)</td>
<td>X</td>
<td>Appendix E</td>
</tr>
<tr>
<td>AT&amp;T Services, Inc.</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

**Communications Workers of America**

**Agreed:**

Ellen West  
Area Director - CWA

**Date:** 10-14-2017

**AT&T West**

**Agreed:**

Jon Orelan  
Director – Labor Relations

**Date:** 9/14/2017
PROPOSED CHANGES AND ADDITIONS TO THE MONITORING AND RECORDING CALLS Q&A

Below are questions and answers to facilitate implementation and understanding of the 2017 Monitoring and Recording of Calls Memorandum of Agreement (MOA).

FROM THE MEMORANDUM OF AGREEMENT
"Customer calls recorded for service assurance will not result in employee discipline unless Call Handling/Customer Contact Misconduct violations are involved... Work performance issues are not to be considered or construed to be Call Handling/Customer Contact Misconduct."

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>ANSWER</th>
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<tbody>
<tr>
<td>1. What is “service assurance”?</td>
<td>It is the process of listening to recordings for assessing customer care and identifying process improvement opportunities and will not be conducted by the team/section manager or the team/section manager’s supervisor. Service Assurance monitoring will occur at any time without notice. When reviewing recordings for service assurance, employees will not be subject to discipline unless there is a Call Handling/Customer Contact Misconduct violation.</td>
</tr>
<tr>
<td>2. What are examples of Call Handling/Customer Contact Misconduct violations?</td>
<td>Examples include: slamming, cramming, fraud, deliberate falsification of records, intentionally disconnecting customers, intentionally not following required disclosures, privacy violations, customer mistreats, work avoidance, camping to avoid calls, inappropriate message or conversation content, and performing personal activities when scheduled to serve customers.</td>
</tr>
<tr>
<td>3. What are examples of “work performance issues”?</td>
<td>Work performance issues are areas in which an employee needs training, coaching or development in order to be proficient or in order to meet standards, e.g., Average Handle Time, conformance, hold procedures, transfer procedures, adherence and contact guide procedures.</td>
</tr>
</tbody>
</table>
FROM THE MEMORANDUM OF AGREEMENT

"To be done only when a visual indicator has notified all employees in the workgroup and a published monthly or weekly recording and monitoring schedule at the team/section level has been provided to employees. Supervisors will have the ability to reschedule a recording or monitoring session when necessary due to unforeseen circumstances, e.g., called in sick, personal tragedy, etc."

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<tr>
<td>4. What is considered a visual indicator?</td>
<td>Offices could have different types of visual indicators. Current examples include: moving message boards, lights, signs, etc. (Note: moving message boards are to be used for business items only when being used for notification.) All employees must have knowledge of what that indicator is. The visual indicator needs to stay in place when any evaluative monitoring or recording is taking place. If evaluative monitoring stops and recordings are not scheduled for evaluative use, the indicator must be removed. No exceptions.</td>
</tr>
<tr>
<td>5. Does this mean we have to use both a visual indicator and provide a schedule?</td>
<td>Yes. All employees will receive a schedule of what day their team/section will have recorded calls used for evaluative purposes. It will be published either monthly or weekly. In addition, managers are expected to listen to monitored or recorded calls for evaluative purposes in accordance with the published schedule and visual indicator.</td>
</tr>
<tr>
<td>6. Can evaluative calls be rescheduled?</td>
<td>Yes. Scheduling changes may occur due to a manager or rep being ill, or other situations requiring the manager or rep to be out of the office. Such changes should be minimal and communicated with as much advance notice as possible.</td>
</tr>
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</table>

FROM THE MEMORANDUM OF AGREEMENT

" Shall be limited to no more than eight (8) calls per month. Such evaluative recording and/or monitoring of an employee will take place no more than two (2) days per month and will be limited to one (1) session each day."
<table>
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<tr>
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<tbody>
<tr>
<td>7. How is a “session” defined for monitoring recorded calls for evaluative purposes?</td>
<td>A session for evaluative monitoring begins when a manager opens the first recorded call for an employee. The session continues as long as that manager is opening calls for the same employee in consecutive order, up to the 8 allowed per month. Recorded calls can only be used for evaluative purposes if they occurred on the days shown in the pre-published schedule, and while a visual indicator was posted for all employees.</td>
</tr>
<tr>
<td>8. Can more than eight (8) calls be recorded?</td>
<td>Yes, however only eight (8) recorded calls may be used for evaluative purposes each month. The calls used for evaluation on a scheduled day will be consecutive. There is no limit to the number of recorded calls used for coaching purposes. Recorded calls may be an effective coaching tool. Employees can benefit from feedback on recorded calls reviewed for coaching purposes.</td>
</tr>
<tr>
<td>9. Will recorded calls obtained while an employee is working an overtime opportunity or on a holiday be used for evaluative purposes?</td>
<td>No, in offices where local agreements have been reached to not conduct evaluative monitoring on overtime or holidays in order to encourage volunteers to work overtime and holidays. However, if a call extends beyond an employee’s normal end of day, the call may be used for evaluative purposes, subject to the provisions of the MOA.</td>
</tr>
<tr>
<td>10. Are we recording outbound calls?</td>
<td>Yes. Employees who make or take calls from a workstation with recording infrastructure will be recorded. Since conference calls and warm transfers may involve employees in other departments not covered by this agreement, those recordings would not be available to employees or managers of those other departments.</td>
</tr>
<tr>
<td>11. Will outbound calls placed during closed time be recorded?</td>
<td>Yes, but those calls would not be used for evaluative purposes, unless those same call types are evaluated today.</td>
</tr>
<tr>
<td>Question</td>
<td>Answer</td>
</tr>
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<td>-------------------------------------------------------------------------</td>
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<tr>
<td>12. How does customer notification work on outbound calls?</td>
<td>Employees calling customers from a workstation with recording infrastructure will need to give notice at the beginning of an outbound call, until a systematic approach is established. A script will be provided.</td>
</tr>
<tr>
<td>13. Are calls made to other employees recorded?</td>
<td>All calls placed or received from a workstation with recording infrastructure are recorded. If a customer contact involves interactions with other employees, the entire contact is subject to the evaluative process. Calls made solely from employee to employee are not subject to evaluative monitoring. (See number 10 above.)</td>
</tr>
<tr>
<td>14. Can an employee be recorded for evaluative purposes more than two (2) times a month?</td>
<td>No. Recording an employee for evaluative purposes is limited to 8 calls per month and will take place on no more than 2 days per month. Monitoring for developmental or coaching purposes can occur at any time during the month.</td>
</tr>
</tbody>
</table>
| 15. How do we handle a customer who requests not to be recorded?        | Offer a call back and make arrangements with your manager to place that call from a workstation that is not part of the recording infrastructure.  
OR  
Transfer the caller to a manager's desk or a workstation not part of the recording infrastructure, and move to that desk to finish the call. |

FROM THE MEMORANDUM OF AGREEMENT

"New employees for six (6) months following initial training will have no limit to the number of evaluative calls recorded and/or monitored and will not be notified of evaluative recording or monitoring by either a visual indicator or a published schedule.

<table>
<thead>
<tr>
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<th>Answer</th>
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<tbody>
<tr>
<td>16. What is considered initial training?</td>
<td>The six (6) month period begins following an employee's placement into the position or when an employee officially completes initial training (IT), whichever is applicable.</td>
</tr>
</tbody>
</table>

FROM THE MEMORANDUM OF AGREEMENT

"Coverage of an employee should take place as soon as possible, but must take place within twenty-four (24) hours of the evaluative call being monitored. However, for evaluative recorded calls, management review of the call must take
place within one week of the recording and coverage of the recorded call must take place within twenty-four (24) hours following the review of the recorded call."

"Retention of recordings will be no more than thirty (30) days, at which time the recording will be destroyed, unless the recording will be used to substantiate disciplinary action. Where the recording is used to substantiate disciplinary action, it shall be retained for no more than ninety (90) days."

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<tbody>
<tr>
<td>17. When will an evaluative recorded call that is reviewed Friday or Saturday be covered with the employee?</td>
<td>If the employee is not working on Saturday, feedback may be given on Monday. If the employee is off work, then feedback must occur on the day the employee returns to work. Recorded calls used for evaluative purposes must be reviewed by management within one week of the recording and feedback must be provided within 24 hours of the manager’s review. However, live monitored calls used for evaluative purposes should be covered within twenty-four (24) hours, so feedback sessions should be planned accordingly.</td>
</tr>
<tr>
<td>18. Will coverage of evaluative recorded calls include listening to the call by the employee?</td>
<td>Employees can learn from listening to well handled calls and calls that need improvement, and should be allowed to listen to any calls of interest. Employees must be allowed to listen to evaluated calls, or portions thereof, where a “not met” score was given. Managers should schedule sufficient time for feedback sessions in order for employees to listen to evaluative recorded calls, or portions thereof, scored as “not met.”</td>
</tr>
<tr>
<td>19. Can recordings be retained more than 30 days?</td>
<td>Yes, if the recording will be used to substantiate disciplinary action, but only in accordance with the terms of the MOA.</td>
</tr>
</tbody>
</table>

FROM THE MEMORANDUM OF AGREEMENT

"No employee will be dismissed solely as a result of evaluative recording and/or monitoring, unless Call Handling/Customer Contact Misconduct violations are involved."
### QUESTION | ANSWER
--- | ---
20. What does this mean? | Any discipline issued by the Company is subject to the "just cause" provisions of the Collective Bargaining agreement.

---

FROM THE MEMORANDUM OF AGREEMENT

"Simultaneous monitoring and recording will be used solely for coaching and development of management personnel and will be done only with the concurrence of the monitored employee."

---

### QUESTION | ANSWER
--- | ---
21. Does this apply to both live and recorded calls? | Yes.

22. Can we count these monitored calls as evaluative? | No. Calls monitored simultaneously by local management personnel will not be used for evaluative or disciplinary purposes for the monitored employee.

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FROM MEMORANDUM OF AGREEMENT

"Desk Top Screen shots will be used primarily for coaching and training purposes."

---

### QUESTION | ANSWER
--- | ---
23. What does this mean? | Desk Top Screen shots are another tool used by management to coach and train employees for effective call handling and customer interactions.

---

FROM THE MEMORANDUM OF AGREEMENT

To facilitate implementation, the Companies agree for sixty (60) days from the installation of the recording equipment in each office, to use recorded calls and screen shots for coaching purposes only.

---

### QUESTION | ANSWER
--- | ---
24. When will the 60 day period begin? | The sixty (60) day period will begin when the recording equipment begins recording calls. Specific dates will be provided to each employee as part of the deployment communications.
| 25. Will managers continue to do evaluative monitoring during the first 60 days? | Yes. Management may continue to perform live evaluative monitoring during the sixty (60) day period, and terms of the applicable supervisory monitoring MOA remain in effect. |

Please refer additional questions to your local manager or Local Union representative.
This agreement between Pacific Bell Telephone Company, Nevada Bell Telephone Company AT&T Services, Inc., DIRECTV, LLC and AT&T Billing Southwest, LLC (collectively referred to as the “Company”) and the Communications Workers of America (the Union) outlines the understanding reached by the parties regarding temporary and limited participation in the AT&T U.S. Flexible Workplace Program for employees covered by the 2016 West Labor Agreements during the special circumstances of the COVID-19 Pandemic. For purposes of this agreement we will refer to the program as the COVID-19 AT&T U.S. Flexible workplace program. This agreement will allow approved, bargained for employees to perform work functions from their homes.

COVID – 19 AT&T U.S. Flexible Workplace Program Temporary and Limited Participation

1. Participation will be at the discretion of management and is entirely voluntary on behalf of the employee. The parties understand that the option may not be available to all employees in an organization or a center nor be available at the same time.

2. The COVID-19 AT&T U.S. Flexible Workplace Program will be effective immediately upon the signing of this agreement for an initial period of 90 days, except that, the Company reserves the unilateral right to cancel the agreement with a seven-day notice. The Company and the Union will enter into discussions regarding the extension of the program 14 days prior to any expiration of the agreement if it is the desire of either party for it to be extended.

3. The Company may revoke or suspend, or the individual may suspend, individual employee participation in the COVID-19 AT&T U.S. Flexible Workplace Program at any time.

4. Participation in the COVID-19 AT&T U.S. Flexible Workplace Program may be revoked if the employee engages in any violation of company policies, procedures or any COBC violation.

5. An employee volunteering to participate in the COVID-19 AT&T U.S. Flexible Workplace Program will be expected to have the specific services and / or equipment at the employee’s home location. Some of this equipment may or may not be provided by the Company. Individual business units may provide more or less equipment based upon availability. In no case shall the Company or employee be required to purchase new equipment. All employees will be advised of what equipment their specific business unit will provide and what they will be expected to provide prior to volunteering to participate in the COVID-19 AT&T U.S. Flexible Workplace Program. Examples of typical services and equipment are:
   a. High speed internet service sufficient to support business requirements
   b. Voice solution suitable for business interaction
   c. Computing device (i.e. laptop, desktop, Hosted Virtual Desktop, monitor, etc.)
   d. VPN access and a SecuriID

6. At its discretion the Company may provide the necessary computer equipment to the employee. All Company provided equipment is to be used solely for Company business and only properly authorized persons may use Company provided equipment. Personal use of the Company provided equipment is absolutely prohibited.

7. Employees are required to log off from all Company systems and tools at the end of their tour.
8. Employees are to ensure the Company equipment, systems and information is protected from theft and unauthorized access (children, spouse, etc.) at all times as it may contain confidential, proprietary and / or access to sensitive personal information.

9. Employees must safeguard all system access (passwords, tokens, etc.) in accordance with Company policies.

10. If damage to the Company’s equipment is due to an unforeseen circumstance no disciplinary action will be taken. Removal from the program for this or any other reason will not be considered disciplinary action.

11. Productivity impacts due to slow home internet service or any other reason will not result in disciplinary action but may result in removal from the program.

12. Employees will be expected to work their scheduled tours unless otherwise directed by management. All schedule changes will follow the provisions of the 2016 West Labor Agreements.

13. Nothing that violates Company policy, or the AT&T Code of Business Conduct may be done or stored on the Company provided equipment.

14. Participants in AT&T U.S. Flexible Workplace Program - COVID19 must acknowledge rules and requirements associated with this program and successfully complete all assigned training related to this program.

15. The parties understand and agree that this AT&T U.S. Flexible Workplace Program is a joint effort to address the exigent circumstances presented by the COVID-19 pandemic. They do not intend this cooperative effort to set any precedent concerning “work from home” or teleworking and agree not to use this Agreement for any purpose or in any proceeding other than as evidence to resolve disputes over the application of this Agreement.

CONCUR:

[Signatures and dates]

Lynn Johnson
Area Director
Communications Workers of America
District 9

[Signature]

Date
This agreement between Pacific Bell Telephone Company, Nevada Bell Telephone Company, AT&T Services, Inc., DIRECTV, LLC and AT&T Billing Southwest, LLC (collectively the Company) and the Communications Workers of America (the Union) outlines the understanding reached by the Company and the Union (Parties) regarding temporary and limited participation in the AT&T U.S. Flexible Workplace Program for Company employees covered by the 2016 West Labor Agreement between the Parties (CBAs) during the special circumstances of the COVID-19 Pandemic. For purposes of this agreement we will refer to the program as the COVID-19 AT&T U.S. Extended Flexible Workplace Program. This agreement will allow approved, bargained for employees to perform work functions from their homes.

COVID – 19 AT&T U.S. Extended Flexible Workplace Program Temporary and Limited Participation

1. Participation will be at the discretion of management and is entirely voluntary on behalf of the employee. The Parties understand that the option may not be available to all employees in an organization or a center nor be available at the same time.

2. The COVID-19 AT&T U.S. Extended Flexible Workplace Program will continue upon the signing of this agreement through December 31, 2020, except that the Company reserves the unilateral right to cancel the agreement with a seven-day notice. The Company and the Union will enter into discussions regarding the extension of the program 14 days prior to any expiration of the agreement if it is the desire of either party for it to be extended.

3. The Company may revoke or suspend, or the individual may suspend, individual employee participation in the COVID-19 AT&T U.S. Extended Flexible Workplace Program at any time.

4. Participation in the COVID-19 AT&T U.S. Extended Flexible Workplace Program may be revoked if the employee engages in any violation of Company policies, procedures or any COBC violation.

5. An employee volunteering to participate in the COVID-19 AT&T U.S. Extended Flexible Workplace Program will be expected to have the specific services and/or equipment at the employee’s home location. Some of this equipment may or may not be provided by the Company. Individual business units may provide more or less equipment based upon availability. In no case shall the Company or employee be required to purchase new equipment. All employees will be advised of what equipment their specific business unit will provide and what they will be expected to provide prior to volunteering to participate in the COVID-19 AT&T U.S. Extended Flexible Workplace Program. Examples of typical services and equipment are:
   a. High speed internet service sufficient to support business requirements
   b. Voice solution suitable for business interaction
   c. Computing device (i.e. laptop, desktop, Hosted Virtual Desktop, monitor, etc.)
   d. VPN access and a SecurID

6. At its discretion the Company may provide the necessary computer equipment to the employee. All Company provided equipment is to be used solely for Company business and only properly authorized persons may use Company provided equipment. Personal use of the Company provided equipment is absolutely prohibited.

7. Employees are required to log off from all Company systems and tools at the end of their tour.
8. Employees are to ensure the Company equipment, systems and information is protected from theft and unauthorized access (children, spouse, etc.) at all times as it may contain confidential, proprietary and/or access to sensitive personal information.

9. Employees must safeguard all system access (passwords, tokens, etc.) in accordance with Company policies.

10. If damage to the Company’s equipment is due to an unforeseen circumstance no disciplinary action will be taken. Removal from the program for this or any other reason will not be considered disciplinary action.

11. Productivity impacts due to slow home internet service or any other reason will not result in disciplinary action but may result in removal from the program.

12. Employees will be expected to work their scheduled tours unless otherwise directed by management. All schedule changes will follow the provisions of the CBAs.

13. Nothing that violates Company policy or the AT&T Code of Business Conduct may be done or stored on the Company provided equipment.

14. Participants in the COVID-19 AT&T U.S. Extended Flexible Workplace Program must acknowledge (or have acknowledged) rules and requirements associated with this program and successfully complete all assigned training related to this program.

15. The Parties understand and agree that this COVID-19 AT&T U.S. Extended Flexible Workplace Program is a joint effort to address the exigent circumstances presented by the COVID-19 pandemic. They do not intend this cooperative effort to set any precedent concerning “work from home” or teleworking and agree not to use this agreement for any purpose or in any proceeding other than as evidence to resolve disputes over the application of this agreement.

CONCUR:

Jon Irelan
Assistant Vice President
Labor Relations
AT&T West

06/19/2020

Lynn Johnson
Area Director
Communications Workers of America
District 9

06/19/2020
This Agreement between Pacific Bell Telephone Company, Nevada Bell Telephone Company AT&T Services, Inc., DIRECTV, LLC and AT&T Billing Southwest, LLC (the Company) and Communications Workers of America (the Union) (collectively “Parties”) outlines the understandings reached by the Parties regarding cash award payments for attendance for eligible employees covered by the 2016 West Labor Agreements (“CBA”) during the special circumstances of the COVID-19 Pandemic. For purposes of this Agreement we will refer to the program as the COVID-19 AT&T U.S. Cash Award Program (“Cash Award Program” or “CAP”). This Agreement provides for a cash award for attendance during a period of exceptional challenges arising from the COVID-19 Pandemic.

**COVID – 19 AT&T U.S. Cash Award Program**

1. The Parties agree that the COVID-19 Pandemic has created workforce issues due to social distancing efforts, shelter-in-place orders, and general efforts to avoid the spread of the virus for the public good. The Parties further understand that the Company is an essential business that is instrumental in efforts to promote the operation of the economy, support healthcare and emergency services efforts, and inform the public of critical developments through its communications and media businesses. The Parties therefore agree to allow the Company to institute a Cash Award Program to recognize employees who perform work during this challenging time to help customers stay connected to important resources.

2. Participation includes all titles covered by the CBA.

3. The CAP will be effective on the day following the execution of this Agreement. The Company may cancel the Agreement upon written notice, although the Parties intend to allow the CAP to remain in place as necessary to allow the Company to fulfill its essential public function.

4. The cash award provided by the CAP ("Cash Award") will be the equivalent of twenty percent (20%) of pay at the regular rate for hours actually worked by covered employees, subject to the following terms:
   a. The Cash Award does not constitute wages, but will be paid in a lump sum in the same paycheck as the hours worked that resulted in a Cash Award payment - it will be noted on the paycheck as “Cash Awd – Non Disc (FLSA)”;
   b. While the Cash Award is not wages, the Company will include an additional amount in the lump sum Cash Award payment to compensate employees for overtime worked as if the Cash Award were included in the regular rate for the straight time hours upon which the Cash Award was based in order to comply with any federal, state or local wage and hour laws;
   c. The Cash Award will be taxed at a flat rate and will not contribute to or be eligible for pension, savings, or life insurance;
   d. Because the Cash Award does not constitute wages, the Parties agree that its payment shall not impact or be impacted by any other provisions of the contract that would normally affect or be affected by wages or wage rates, including but not limited to provisions for differentials, holidays worked, etc.;
   e. Because the Cash Award is designed to encourage employees to work, it shall not apply to any time not actually spent working for the Company, including but not limited to paid hours not worked, illness absence, leaves, vacations, COVID-19 benefits, etc.;
f. The rate of pay for calculating the Cash Award shall be the rate of pay applicable on the last day of the pay period during which the hours upon which the Cash Award was based were worked;

g. The CAP will apply regardless of the location(s) where the employee performed work during the applicable hours.

5. The Parties agree that the Company may implement additional incentives designed to recognize employees for the performance of work during the COVID-19 event specific to its various business units in accordance with the needs of the business during the period in which this Agreement is in effect.

6. The Parties understand and agree that the CAP is a joint effort to address the exigent circumstances presented by the COVID-19 Pandemic. They do not intend this cooperative effort to set any precedent concerning incentives or the duty to bargain cash awards or other incentives and agree not to use this Agreement for any purpose or in any proceeding other than as evidence to resolve disputes over the application of this Agreement.

CONCUR:

Jon Irelan
Assistant Vice President
Labor Relations
AT&T West

[Signature]

03\24\2020

Date

Lynn Johnson
Area Director
Communications Workers of America
District 9

[Signature]

3\24\2020

Date
Memorandum of Agreement
Benefits

The means for fulfilling the terms of this Agreement may be the Companies' adoption of their own plans and associated plan documents or participation in equivalent plans having plan documents that include, for bargained-for employees, the benefits agreed to be provided pursuant to this Agreement and substantially the terms, provisions and conditions under which such benefits are to be provided. The sole remedy for issues with respect to the validity or amount of any claim for benefits is the claim and appeal process as defined in the individual benefits plans and programs. The parties agree to the plans and programs described below. Copies of the plan documents, Summary Plan Descriptions (SPDs) and Summary of Material Modifications (SMMs) of these plans, policies and programs have been provided to the Union. If there is any difference between these SPDs and the ERISA plans or programs (including amendments thereto), the plan texts shall govern.

For purposes of this Agreement:

- Employees hired/rehired on or before August 8, 2009, excluding those in titles under Appendix D, shall be referred to as “Current Employees”.
- Employees hired/rehired or transferred into the 2009 Collective Bargaining Agreement (CBA) (including transfers to a job title under Appendix E and transfers pursuant to the National Transfer Plan) after August 8, 2009 and on or before April 7, 2013, excluding those in titles under Appendix D, shall be referred to as “2009 New Hires”. In addition, “2009 New Hires” shall also include individuals who were classified as Temporary or Term Employee as of August 8, 2009 and who were subsequently reclassified to Regular Employee status during the term of the 2009 CBA. In addition, “2009 New Hires” shall also include DIRECTV LLC (“DTV”) employees whose Term of Employment (TOE) (as of January 1, 2017) is on or before April 7, 2013.
- Employees hired/rehired or transferred into the 2012 CBA (including transfers to a job title under Appendix E and transfers pursuant to the National Transfer Plan) after April 7, 2013 and on or before August 10, 2017, excluding those in titles under Appendix D, shall be referred to as “2012 New Hires”. In addition, “2012 New Hires” shall also include DTV employees whose TOE (as of January 1, 2017) or subsequent rehire or transfer date is after April 7, 2013 and on or before August 10, 2017.
- Employees hired/rehired or transferred into the 2016 CBA (including transfers to a job title under Appendix E and transfers pursuant to the National Transfer Plan) after August 10, 2017 and on or before the date the 2020 CBA is ratified pursuant to the terms of such agreement (“Ratification Date”), excluding those in titles under Appendix D, shall be referred to as “2016 New Hires”.

Page 1 of 12
- Employees hired/rehired or transferred into the 2020 CBA (including transfers to a job title under Appendix E and transfers pursuant to the National Transfer Plan) after the Ratification Date, excluding those in titles under Appendix D, shall be referred to as "2020 New Hires".

- "Moved Employees" shall be defined as former Appendix D employees that moved into the Systems Technician title in Appendix A covered by "Movement of Current Appendix D Employees to Appendix A and Maintenance of Appendix D" in the 2016 CBA.
  - Moved Employees hired/rehired or transferred on or before July 31, 1997 shall be treated as Current Employees, except that Pension and Savings Benefit Plans will be treated as described in Section 2 below.
  - Moved Employees hired/rehired or transferred after July 31, 1997 shall be treated as 2012 New Hires, except that Pension and Savings Benefit Plans will be treated as described in Section 2 below.

- Current Employees who are laid off, excluding those in titles under Appendix D, who are recalled and whose service is immediately bridged will be treated as Current Employees. 2009 New Hires who are laid off, excluding Employees in titles under Appendix D, who are recalled and whose service is immediately bridged will be treated as 2009 New Hires. 2012 New Hires who are laid off, excluding Employees in titles under Appendix D, who are recalled and whose service is immediately bridged will be treated as 2012 New Hires. 2016 New Hires who are laid off, excluding Employees in titles under Appendix D, who are recalled and whose service is immediately bridged will be treated as 2016 New Hires. 2020 New Hires who are laid off, excluding Employees in titles under Appendix D, who are recalled and whose service is immediately bridged will be treated as 2020 New Hires.


- Employees who terminate employment during the term of this Agreement and who meet the applicable requirements to be eligible for post-retirement benefits are referred to as "Eligible Retired Employees".

- The term "Employees" for purposes of this Agreement is limited to those employee classifications specifically eligible for each benefit type as specified in the 2020 CBA.

Section 3 of this Agreement regarding Benefits Rules for Movement of Employees provides specific rules regarding benefits for Employees who move among job titles or move pursuant to the National Transfer Plan. The provisions of the Section 3 take precedence over other provisions of this Agreement with respect to Employees addressed in Section 3.
1. HEALTH AND WELFARE BENEFIT PLANS

A. Effective January 1, 2021 unless noted otherwise, Current Employees, 2009 New Hires, 2012 New Hires, 2016 New Hires and 2020 New Hires shall be eligible to participate in the benefit plans, programs and policies identified in the chart below by an x, with the plan terms, conditions and provisions which were in effect on April 4, 2020, as described in the applicable SPDs and SMMs, except as noted herein.

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>AT&amp;T West Medical Program</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>AT&amp;T Dental Program (Bargained Employees)</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>AT&amp;T Vision Program (Bargained Employees)</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>AT&amp;T CarePlus – A Supplemental Benefit Program</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>AT&amp;T Group Life Insurance Program for Active Employees*</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>AT&amp;T Consolidated Long – Term Care Insurance Plan (closed to new entrants 5/1/2012)</td>
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<td></td>
<td></td>
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<tr>
<td>AT&amp;T Flexible Spending Account Plan</td>
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<td>x</td>
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<tr>
<td>AT&amp;T Health Reimbursement Account Program</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AT&amp;T West Disability Benefits Program</td>
<td>x</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>AT&amp;T Disability Income Program**</td>
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<tr>
<td>AT&amp;T West Bargained Employee Leave of Absence Policy</td>
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<td>AT&amp;T Commuter Benefit Policy</td>
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<td>x</td>
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<tr>
<td>AT&amp;T Adoption Reimbursement Policy</td>
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<td>x</td>
<td>x</td>
</tr>
<tr>
<td>AT&amp;T Employee Assistance Program</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>AT&amp;T Voluntary Benefits Platform</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
</tbody>
</table>

* This program includes Supplemental Life Insurance and Dependent Life Insurance provisions.
** Effective on the day following Ratification Date.

B. Employees, including newly eligible Employees and Eligible Retired Employees (as provided for in Paragraph 1.D) shall continue to participate in the same benefit plans, programs and policies on the same terms and conditions that apply on the date immediately prior to the date of ratification of this Agreement until the benefits identified in Paragraph 1.A above become effective, subject to changes to benefits resulting from the operation of existing plan provisions and amendments necessary due to changes in the law.
C. The Companies may unilaterally modify or discontinue AT&T CarePlus - A Supplemental Benefit Program, AT&T Consolidated Long-Term Care Insurance and the AT&T Voluntary Benefits Platform without further discussions with the Union.

D. Employees who terminate employment with the Companies during the term of this Agreement and are eligible for post-retirement medical coverage under the terms of the medical program the Employee was eligible for as an active Employee as of the date of termination (an "Eligible Retired Employee") will be eligible, during the term of this Agreement, for coverage under the AT&T West Eligible Former Bargained Employee Medical Program, AT&T Eligible Former Employee CarePlus – A Supplemental Benefit Program, AT&T Eligible Former Employee Dental Program, AT&T Eligible Former Employee Group Life Insurance Program for Bargained Employees, AT&T Eligible Former Employee Vision Program, and AT&T Consolidated Long – Term Care Insurance Plan (current participants only), subject to changes to benefits resulting from the operation of existing plan provisions and amendments necessary to comply with changes in the law, and with the exceptions identified in Exhibit 1. Nothing in this Paragraph 1.D shall be construed to provide benefits for any period subsequent to the term of this Agreement or for any employee other than those referenced above who terminate employment during the term of this Agreement.

E. Exhibit 1 provides a summary of certain plan, program and/or policy terms, conditions and provisions, including any which are exceptions to terms, conditions and provisions described in the applicable SPDs and SMMs as well as any which differ among groups of employees eligible to participate in a particular plan, program or policy, such as the applicable deductible or copayment amount. If there are discrepancies between the specific information provided in Exhibit 1 and the plan documents, SPDs or SMMs, the information provided in Exhibit 1, as applicable will govern.

It is understood that certain benefits described in Exhibit 1 are subject to change to comply with implementation of the PPACA and associated regulations and agency guidance. The Companies will notify the Union of the changes the Companies make to conform the benefits under this Agreement with final regulations and guidance under PPACA and any amendment determined to be necessary due to changes in the law. Should any of these changes require bargaining, all other terms and provisions of the 2020 CBA will remain in effect through expiration.

F. The Companies will continue to offer fully-insured coverage options, such as HMOs, at the Company's discretion. Exhibit 2 contains provisions applicable to the Kaiser HMO option available to Employees who reside in California under the AT&T West Medical Program.
2. **PENSION AND SAVINGS BENEFIT PLANS**

A. **Current Employees, 2009 New Hires, 2012 New Hires, 2016 New Hires, 2020 New Hires and Moved Employees** shall be eligible to participate in the benefit plans, programs and policies, with the plan terms, conditions and provisions which were in effect on April 4, 2020, as described in the applicable SPDs and SMMs, except as noted herein.

B. **Current Employees**

Except as provided below, Current Employees, but excluding those working in Appendix E (other than Surplus Appendix E Employees (Current Employee) as defined in Section 3), shall continue to participate in the following pension and savings benefit plans, programs, and policies on the same terms and conditions which were in effect on April 4, 2020.

- West Program of the AT&T/WarnerMedia Pension Benefit Plan (the “West Program”)
  
  i. Current Employees that continue to participate in the West Program will be eligible for the following pension band increase:

  - 1.0% effective January 1, 2021
  - 1.0% effective January 1, 2022
  - 1.0% effective January 1, 2023
  - 1.0% effective January 1, 2024

- AT&T Retirement Savings Plan (“ARSP”)


Except as provided below, Current Employees working in Appendix E (other than Surplus Appendix E Employees (Current Employee) as defined in Section 3), 2009 New Hires, 2012 New Hires, 2016 New Hires, 2020 New Hires and Moved Employees hired/rehired or transferred after December 31, 2013 shall continue to participate in the following pension and savings benefit plans, programs, and policies on the same terms and conditions which were in effect on April 4, 2020.

- Bargained Cash Balance Program #2 of the AT&T/WarnerMedia Pension Benefit Plan (the “BCB#2 Program”)

- AT&T Retirement Savings Plan
D. Moved Employees hired/rehired or transferred on or before December 31, 2013

Except as provided below, Moved Employees hired/rehired or transferred on or before December 31, 2013 shall continue to participate in the following pension and savings benefit plans, programs, and policies on the same terms and conditions which were in effect on April 4, 2020.

- Bargained Cash Balance Program of the AT&T/WarnerMedia Pension Benefit Plan (the “BCB Program”)
- AT&T Retirement Savings Plan

3. BENEFIT RULES FOR MOVEMENT OF EMPLOYEES AND RECLASSIFICATION OF EMPLOYEES

A. General Provision – Any individual who moves after April 4, 2020 from a job title not covered by the 2020 West Core CWA CBA to a job title covered by the 2020 West Core CWA CBA, where the circumstances of the move are not specifically accounted for in one of the following paragraphs, will be treated as a 2020 New Hire under this Agreement. Any Employee who moves from an Appendix D job title, where the circumstances of the move are not specifically accounted for in one of the following paragraphs, to a non-Appendix D job title will be treated as a 2020 New Hire under this Agreement. Any Moved Employee (former employee in Appendix D) who subsequently moves to another job under this Agreement will be treated as a 2020 New Hire under this Agreement. Any Employee who moves into any of the 2020 CBAs on or before April 4, 2020 will be governed by the movement provisions of the 2016 CBAs.

B. Definitions

i. Surplus Appendix E Employee (Current Employee): A “Surplus Appendix E Employee (Current Employee)” means an individual who was a Current Employee under this Agreement and who was transferred or transfers to an Appendix E job title pursuant to the Force Adjustment Surplus Process from a job title under Appendix A of the 2009, 2012, 2016 or 2020 West Core CWA CBAs.

ii. Surplus Appendix E Employee (2009 New Hire): A “Surplus Appendix E Employee (2009 New Hire)” means an individual who was a 2009 New Hire under this Agreement and who was transferred or transfers to an Appendix E job title pursuant to the Force Adjustment Surplus Process from a job title under Appendix A of the 2009, 2012, 2016 or 2020 West Core CWA CBAs.
iii. Surplus Appendix E Employee (2012 New Hire): A "Surplus Appendix E Employee (2012 New Hire)" means an individual who was a 2012 New Hire under this Agreement and who was transferred or transfers to an Appendix E job title pursuant to the Force Adjustment Surplus Process from a job title under Appendix A of the 2012, 2016 or 2020 West Core CWA CBAs.

iv. Surplus Appendix E Employee (2016 New Hire): A "Surplus Appendix E Employee (2016 New Hire)" means an individual who was a 2016 New Hire under this Agreement and who was transferred or transfers to an Appendix E job title pursuant to the Force Adjustment Surplus Process from a job title under Appendix A of the 2016 or 2020 West Core CWA CBAs.

v. An “Inter-Region Transferred Converted Temp/Term Employee” means an individual who was classified as a temp or term employee as of August 8, 2009 in one of the 2009 Core CWA Collective Bargaining Agreements in the East, Midwest, Southwest, Southeast and Legacy T regions (“Core CWA CBAs”) who was subsequently reclassified to “regular employee” status during the term of such applicable 2009 Core CWA and then moved pursuant to the National Transfer Plan to any job title, except a job title under Appendix D covered by the 2020 West Core CWA CBA.

vi. A “Transferred Appendix E Current Employee” means an individual who was a Current Employee under this Agreement or employed as of August 8, 2009 in any of the 2009 Core CWA CBAs, excluding employees in one of the following appendices under the 2009 Core CWA CBAs: Midwest Region Appendix F or Southwest Region Appendix J, and who was transferred or transfers during the term of this Agreement, excluding transfers pursuant to the force adjustment surplus process, to an Appendix E job, and immediately preceding such movement was being treated as a “Current Employee” for benefit purposes.

vii. An “Inter-Region Transferred Appendix Employee” means an individual who was employed as of August 8, 2009 in a job title in Appendix E under this Agreement or one of the following appendices under any of the 2009 Core CWA CBAs: Midwest Region Appendix F or Southwest Region Appendix J and while in such job title did not have economic protections as a result of a surplus and then moved pursuant to the National Transfer Plan to any job title, except a job title under Appendix D, covered by the 2020 West Core CWA CBA.
viii. A “Transferred 2009 New Hire Employee” means an individual who was:

○ hired or rehired after August 8, 2009 and on or before April 7, 2013 in a job title in one of the 2009/2012 Core CWA CBAs who moved pursuant to the National Transfer Plan into any job title, except a job title under Appendix D, covered by the 2020 West Core CWA CBA,

or

○ hired or rehired after August 8, 2009 and on or before April 7, 2013 in a job title under this Agreement and who was transferred or transfers during the term of this Agreement, excluding transfers pursuant to the force adjustment surplus process, to an Appendix E job,

or

○ a DTV employee whose TOE (as of January 1, 2017) is on or before April 7, 2013 in a job title in one of the 2015/2017 Core CBAs who moved pursuant to the National Transfer Plan into any job title, except a job title under Appendix D covered by the 2020 West Core CWA CBA.

ix. A “Transferred 2012 New Hire Employee” means an individual who was:

○ hired or rehired after April 7, 2013 and on or before August 10, 2017 in a job title in one of the 2012/2013/2015 Core CWA CBAs who moved pursuant to the National Transfer Plan into any job title, except a job title under Appendix D, covered by the 2020 West Core CWA CBA,

or

○ hired or rehired after April 7, 2013 and on or August 10, 2017 in a job title under this Agreement and who was transferred or transfers during the term of this Agreement, excluding transfers pursuant to the force adjustment surplus process, to an Appendix E job,

or

○ a DTV employee whose TOE (as of January 1, 2017) or subsequent rehire date is after April 7, 2013 and on or before August 10, 2017 in a job title in one of the 2015/2017 Core CBAs who moved pursuant to the National Transfer Plan into any job title, except a job title under Appendix D, covered by the 2020 West Core CWA CBA.
x. A "Transferred 2016 New Hire Employee" means an individual who was:

- hired or rehired after August 10, 2017 and on or before the Ratification Date in a job title in one of the 2015/2016/2017/2018/2019 Core CWA CBAs who moved pursuant to the National Transfer Plan into any job title, except a job title under Appendix D, covered by the 2020 West Core CWA CBA,

or

- hired or rehired after August 10, 2017 and on or before the Ratification Date in a job title under this Agreement and who was transferred or transfers during the term of this Agreement, excluding transfers pursuant to the force adjustment surplus process, to an Appendix E job.

xi. An "Inter-Region Transferred Current Employee" means an individual who was employed as of August 8, 2009 in one of the 2009 Core CWA CBAs other than one of the following appendices under the 2009 Core CWA CBAs: Midwest Region Appendix F or Southwest Region Appendix J, who moved pursuant to the National Transfer Plan into any job title covered by the 2020 West Core CWA CBA (except a job title under Appendix D or Appendix E) and immediately preceding such movement was being treated as a "Current Employee" for benefit plan purposes under the transferring applicable CBA.
C. The following employee groups will be eligible to participate in the same plans, policies and provisions on the same terms and conditions as will be provided under the Benefit Agreement as specified below.

<table>
<thead>
<tr>
<th>Employee Group</th>
<th>Benefit Treatment Of Initial Move</th>
<th>Benefit Treatment Of Subsequent Moves to Any Other Job Title Covered Under the 2020 CBA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surplus Appendix E Employee (Current Employee)</td>
<td>Current Employees</td>
<td>Current Employees</td>
</tr>
<tr>
<td>Inter-Region Transferred Converted Temp/Term Employee</td>
<td>2009 New Hires</td>
<td>2009 New Hires</td>
</tr>
<tr>
<td>Transferred Appendix E Current Employee</td>
<td>Current Employees</td>
<td>Current Employees (if subsequent move is to a job title outside Appendix E)</td>
</tr>
<tr>
<td></td>
<td>2009 New Hires (Pension /Savings)</td>
<td></td>
</tr>
<tr>
<td>Inter-Region Transferred Appendix Employee</td>
<td>2009 New Hires</td>
<td>2009 New Hires</td>
</tr>
<tr>
<td>Inter-Region Transferred Current Employee</td>
<td>Current Employee</td>
<td>Current Employee (if subsequent move is to a job title outside Appendix E)</td>
</tr>
</tbody>
</table>

For movement into an Appendix D job title, reference the 2020 West Appendix D MOA.
Kaiser Arrangement

The Companies will continue to offer fully-insured managed care options such as HMOs at the Companies’ discretion.

The following terms with regard to the offering of Kaiser Permanente of California to the Employees of the Agreement (Kaiser Arrangement) will apply effective 1/1/2021.


3. Plan Design: Same terms and conditions as provided by Kaiser to Current Employees who are Eligible California Employees in plan year 2020, subject to changes in law and the exceptions below (Kaiser Plan).

   - If the cost of the Kaiser Plan to AT&T under the Kaiser Arrangement for a Plan Year is less than or equal to the cost to AT&T of the Companies’ self-insured medical plan Option 1 available to Eligible California Employees, the following monthly contributions will apply to Eligible California Employees who are enrolled in the Kaiser Plan during the Plan Year:

   For 2009 New Hires, 2012 New Hires, 2016 New Hires and Current Employees:

<table>
<thead>
<tr>
<th>Plan Year</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td>$149</td>
<td>$152</td>
<td>$154</td>
<td>$156</td>
</tr>
<tr>
<td>Family</td>
<td>$332</td>
<td>$350</td>
<td>$370</td>
<td>$390</td>
</tr>
</tbody>
</table>

   For 2020 New Hires:

<table>
<thead>
<tr>
<th>Plan Year</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td>$172</td>
<td>$175</td>
<td>$178</td>
<td>$180</td>
</tr>
<tr>
<td>Family</td>
<td>$382</td>
<td>$403</td>
<td>$426</td>
<td>$450</td>
</tr>
</tbody>
</table>

   - If the cost of the Kaiser Plan to AT&T for a Plan Year is in excess of the cost to AT&T of the self-insured medical plan Option 1 available to Eligible California Employees, monthly contributions will apply to Eligible California Employees who are enrolled in the Kaiser Plan during the Plan Year equal to the contributions outlined above, plus the cost difference between the Kaiser Plan and the Companies’ self insured plan Option 1 for the coverage tier elected.

Note: Working Spouse/Partner Contribution and Tobacco Use Contribution apply.
Applies to:

Pacific Bell Telephone Company
(Except Appendix E)  ❑ Appendix D  
Nevada Bell Telephone Company
(Except Appendix E)  ❑ Appendix E  ❑
AT&T Services, Inc.  ❑ AT&T Billing Southwest, LLC  ❑

Communications Workers of America
Agreed:  Lynn Johnson  
Area Director - CWA
Date:  10/11/2020

AT&T West
Agreed:  Jon Irelan  
Assistant Vice President - Labor Relations
Date:  10/11/2020
Memorandum of Agreement

Incentive Threshold

This Memorandum of Agreement confirms our understanding regarding the incentive threshold for the Consumer and Business organizations as it applies to Call Centers.

The Companies will have discretion to offer contests and incentives with prizes at or under $1,000 per contest, per employee, without GIIT involvement. If an individual prize is valued above the $1,000 threshold, GIIT will be involved.

Applies only to Appendix A (excluding leveraged titles: Sales Consultant, Sales Consultant – Bilingual).

Effective date/language: With ratification

Termination date/language: With expiration of the 2020 Collective Bargaining Agreement

Applies to:

Pacific Bell Telephone Company (Except Appendix E) X Appendix D ___

Nevada Bell Telephone Company (Except Appendix E) X Appendix E ___

AT&T Services, Inc. X AT&T Billing Southwest, LLC X ___

Communications Workers of America

Agreed: Lynn Johnson
Area Director - CWA

Date: 6/11/2020

AT&T West

Agreed: Jon Irelan
Assistant Vice President - Labor Relations

Date: 6/11/2020
Memorandum of Agreement

Horizons

The Companies and the Union agree to continue the jointly administered Training/Retraining Programs also known as Horizons. Horizons will continue to be part of the Employee Career Development Programs and will continue to be administered by the Training/Retraining Working Committees pursuant to Sections 2.02 and 2.03 of the current contract. The Companies will make funding available based on the number of employees as of January 1st of each year of this agreement. If the Contract is ratified mid-year, the funding will be prorated for that year. Funding will be on a calendar year basis.

The Training/Retraining Working Committee's ongoing administrative responsibilities include:

- Determining Horizons practices such as but not limited to, training cost prepayment, reimbursement to employees and former employees, approval of all courses, approval of all vendors, and payment of the committee members from the Horizons funding for time spent administering the program;

- Arranging for any necessary services to support administration of Horizons. Services may be provided by the Companies or outside vendors, but in either event the services will be charged to the funding.

*Effective date/language:* With ratification

*Termination date/language:* With expiration of the 2020 Collective Bargaining Agreement

*Applies to:*

Pacific Bell Telephone Company
(Except Appendix E)  
X  Appendix D  
X

Nevada Bell Telephone Company
(Except Appendix E)  
X  Appendix E  
X

AT&T Services, Inc.  
X  AT&T Billing Southwest, LLC  
X

Page 1 of 3
Communications Workers of America

Agreed: ________________________________
Lynn Johnson
Area Director - CWA

Date: 6/11/2020

AT&T West

Agreed: ________________________________
Jon Irelan
Assistant Vice President - Labor Relations

Date: 6/11/2020
Horizons

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Funding per Employee</td>
<td>$169.94</td>
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<tr>
<td>B</td>
<td>Number of Employees Today*</td>
<td>12,667</td>
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<tr>
<td>C</td>
<td>2020 Total Funding</td>
<td>$2,152,629</td>
</tr>
<tr>
<td>D</td>
<td>Rounded</td>
<td>$2,153,000</td>
</tr>
</tbody>
</table>

*Funding for the remaining years of the agreement will be based on the number of employees as of January 1st of that year.
Memorandum of Agreement

Memoranda of Agreement and Letters

1. The following MOAs will continue in accordance with their original terms:

<table>
<thead>
<tr>
<th>Subject</th>
<th>Date</th>
<th>MOA#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monitoring, Supervisory - Definition Per CPUC Decision</td>
<td>10/12/71</td>
<td>71-07</td>
</tr>
<tr>
<td>Court Reports and Transcripts in Non-Expedited Arbitration</td>
<td>3/1/85</td>
<td>85-04</td>
</tr>
<tr>
<td>Monitoring and Productivity Measurements (Operator Services)</td>
<td>9/11/86</td>
<td>86-35</td>
</tr>
<tr>
<td>Medically (Physically) Restricted Employees, Pay Treatment</td>
<td>9/11/86</td>
<td>86-37</td>
</tr>
<tr>
<td>Sunday Plus Four Request, Voluntary Waiving</td>
<td>9/11/86</td>
<td>86-39</td>
</tr>
<tr>
<td>COPE, Payroll Deduction</td>
<td>9/17/86</td>
<td>86-43</td>
</tr>
<tr>
<td>Four-Day Workweek</td>
<td>10/22/89</td>
<td>89-14</td>
</tr>
<tr>
<td>Extended Health Care (Coverage Following Termination)</td>
<td>10/22/89</td>
<td>89-17</td>
</tr>
<tr>
<td>Job Evaluation Process, Neutral Third Party - Future Disputes</td>
<td>10/22/89</td>
<td>89-22</td>
</tr>
<tr>
<td>Job Evaluation Transition Pay Plan (future)</td>
<td>10/22/89</td>
<td>89-25</td>
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<tr>
<td>Leave Following Expiration of Short-Term Disability Benefits</td>
<td>10/22/89</td>
<td>89-28</td>
</tr>
<tr>
<td>Long-Term Disability and Disability Pension Plans + Panel of Physicians Letter</td>
<td>10/22/89</td>
<td>89-29</td>
</tr>
<tr>
<td>Long-Term Disability and Disability Pension Plans + Panel of Physicians Letter</td>
<td>9/14/17</td>
<td>89-29A</td>
</tr>
<tr>
<td>Wage Credit Practice</td>
<td>10/22/89</td>
<td>89-53</td>
</tr>
<tr>
<td>Work/Family Funding</td>
<td>8/8/92</td>
<td>92-30</td>
</tr>
<tr>
<td>Scheduling Part-Time Employees on Sunday in Customer Service Bureau (CSB)</td>
<td>11/30/93</td>
<td>93-05</td>
</tr>
<tr>
<td>Memorandum of Agreement Concerning Office Closures</td>
<td>11/18/93</td>
<td>93-06</td>
</tr>
<tr>
<td>Memorandum of Agreement Concerning Office Closures Trigger Addendum</td>
<td>9/14/17</td>
<td>93-06A</td>
</tr>
<tr>
<td>Family and Medical Leave Act of 1993 (FMLA) and the Amended California Rights Act</td>
<td>2/9/94</td>
<td>94-02</td>
</tr>
<tr>
<td>Special Leave of Absence and Transition Leave of Absence</td>
<td>8/8/95</td>
<td>95-18</td>
</tr>
<tr>
<td>Supervisory Monitoring-Service Representative</td>
<td>8/8/95</td>
<td>95-20</td>
</tr>
<tr>
<td>Temporary/Term</td>
<td>8/8/95</td>
<td>95-21</td>
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<td>Yosemite Housing</td>
<td>8/8/95</td>
<td>95-24</td>
</tr>
<tr>
<td>Payroll System Changes: Definition of Time Worked Related to Premium Pay and the Date of Scheduled Wage Increases</td>
<td>6/12/97</td>
<td>97-17</td>
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<td>Reimbursement of Union Representatives on the Group Incentive Team</td>
<td>10/28/97</td>
<td>97-21</td>
</tr>
<tr>
<td>Principles for Sales Incentive Programs</td>
<td>1/22/98</td>
<td>98-02</td>
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<tr>
<td>Digital Loop Transport Force Balancing</td>
<td>2/19/98</td>
<td>98-06</td>
</tr>
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<td>Domestic Partners</td>
<td>5/1/98</td>
<td>98-13</td>
</tr>
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<td>Telephone Concession</td>
<td>5/1/98</td>
<td>98-14</td>
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<tr>
<td>Incentive Plans and Promotional Programs</td>
<td>5/1/98</td>
<td>98-15</td>
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<td>Days of Rest</td>
<td>5/1/98</td>
<td>98-28</td>
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<td>Wage Credit</td>
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<td>Current Premises Technician Job Description</td>
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<td>Premises Technician Position</td>
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Any reference to pre-2020 contracts or to pre-2020 contract provisions which are contained in these continued MOAs will be deemed to be changed to appropriate 2020 contract references.

2. The following MOAs have expired, are no longer applicable, or have been canceled in their entirety:

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<thead>
<tr>
<th>Subject</th>
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<td>Employees on Loan to Other Titles &amp; In a Term Status</td>
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<td>Term Employees in Construction &amp; Engineering</td>
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<td>Specified Laid Off Appendix E Premises Technicians</td>
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<tr>
<td>DataComm &amp; Splicing Tech Grievances</td>
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3. The following MOAs will be incorporated into the collective bargaining agreement:

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<th>Subject</th>
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<td>AUTS</td>
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<td>New Exchange: Norwalk</td>
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<tr>
<td>New Exchange: Camarillo</td>
<td>2/25/20</td>
<td>20-01</td>
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4. The following letters/intent statements will continue in accordance with their original terms:

- Contractual Time Off (E Time) (letter)
- GPS (letter)
- Grievance Presentation (letter)
- Card Swipe Clarification (statement)
- Single Bargaining Unit (letter)
- Appendix E – Subcontracting
- Leveraged Title Tentative Agreement Clarification
- TWP
- Art 2: ESB Notice to Employees
- Art 2: Changes to Surplus Group After Surplus Declaration
- Art 2, Section 2.05 Force Balancing Clarification Of Intent
- Pooling Clarification (2017)

Any reference to pre-2020 contracts or to pre-2020 contract provisions which are contained in these continued letters will be deemed to be changed to appropriate 2020 contract references.

5. The following letters have expired, are no longer applicable, have been canceled in their entirety, or have been replaced with a 2020 agreement:

- Bill Chubb to Management Team re: Upgrade of ST to Splicer (letter)
- App E: PT Performance Standards & Return Rights (letter)
- Global Log-On (statement)
- Letter re: Expansion of HMO Coverage (letter)
- Your Health Matters
- Pooling Clarification (2013)
- Art 2: VSB Surplus Matching within West Region
- 2020 Career Path Training Meeting
- CVS Caremark Letter (2017)
Effective date/language: With ratification

Termination date/language: With expiration of the 2020 Collective Bargaining Agreement

Applies to:

- Pacific Bell Telephone Company
  (Except Appendix E)  X  Appendix D  X

- Nevada Bell Telephone Company
  (Except Appendix E)  X  Appendix E*  X

- AT&T Services, Inc.  X  AT&T Billing Southwest, LLC  X

* Only to the extent specified in the particular MOA

Communications Workers of America

Agreed:  Lynn Johnson  
Area Director - CWA

Date:  6/11/2020

AT&T West

Agreed:  John Irelan  
Assistant Vice President - Labor Relations

Date:  6/11/2020
Memorandum of Agreement

National Transfer Plan

In response to the CWA's concern for its members' employment security and its expressed interest in removing impediments to movement between various AT&T Companies identified in the attachments to this Memorandum, as long as they remain wholly-owned subsidiaries of AT&T, the Company agrees to extend the Inter-subsidiary Movement (IMF) process and the CWA Surplus Exchange (CSE) process with the following modifications:

**IMF:**

1. Eligible employees will receive priority placement before external hires after regional contract processes for any bargaining unit job for which they qualify. The qualification criteria utilized will be the same qualification criteria utilized for the regional contractual processes.

2. In situations where there are equally qualified employees eligible and interested in the same position at the receiving Company, eligible employees will be offered the position in order of seniority. If needed, the tie breaker for employees with the same seniority will be the last four digits of their social security number with the higher number being the more senior.

3. When a bargained-for employee moves among bargaining units of the Company covered by this Memorandum of Agreement treatment of vacation time, the Designated Holiday (DH), Floating Holidays (FHs), and Excused Work Days (EWDs) or their equivalent (covered time) will be treated as follows:

   - A covered employee will be eligible for covered time for the current vacation year at the new entity based on the existing labor agreements at that entity. Any covered time already taken at the former entity will be deducted from equivalent covered time for which the employee is eligible at the new entity; the remaining covered time will be scheduled at the new entity subject to needs of the business.
   - Covered time carried over from the prior vacation year must be disposed of, i.e., paid in lieu of or taken at the former entity.
   - In no case will an employee's movement from one entity to another result in the double payment for covered time.
4. Employees who have held the Premises/Wire Technician job title, or any job title in an agreement or appendix to an agreement that provides for the terms and conditions of employment for Premises/Wire Technicians ("Premises/Wire Technician Agreements"), are eligible for IMF, but shall be treated as provided in this paragraph. Any employee who has ever held a position in a Premises/Wire Technician Agreement will be treated by any receiving company that is party to this IMF agreement and that also is party to a Premises/Wire Technician Agreement as if they were received from their own Premises/Wire Technician Agreement for all purposes. If the receiving company does not have a Premises/Wire Technician Agreement, then employees transferring to that company shall receive the benefits applicable to other bargained-for employees with similar service in the receiving company, except for pension and post-retirement medical and dental benefits; instead, 1) such employees shall participate in the Bargained Cash Balance Program 2 and 2) if such employee meets the eligibility requirements for post-retirement benefits upon termination, the former employee will pay contributions equal to 50% of the total cost of coverage for post-retirement medical and dental coverage if the former employee is not Medicare eligible and will not be eligible for medical or dental post-retirement coverage if Medicare eligible.

5. Employees selected to fill openings in accordance with terms outlined above, will have their Term of Employment (TOE, which was previously known as Net Credited Service or NCS) or Seniority at the departing company recognized by the receiving Company's pension plan or program, subject to the receiving Company's service bridging rules. However where pensions are applicable, the TOE or Seniority will be recognized by the receiving company's pension program only for vesting, participation and eligibility service purposes, but not pension credit or accrual purposes. Further, the service performed at the receiving company will be counted in the departing company's pension plan or program, but only for vesting, participation and eligibility purposes (not for pension credit purposes). In no event will a period of service count as pension credit or accrual service in more than one AT&T pension plan or program (in other words, no double counting of service for pension credit or accrual purposes).

6. Unless expressly provided to the contrary by the Benefits Agreement in the Core Collective Bargaining Agreement, employees transferring to companies under this Agreement will receive active benefits and any post-retirement benefits under the benefit plans or programs and subject to the terms of the contractual Benefits provisions of the receiving company.
CSE:

1. Surplus employees who express interest in available positions in participating companies will receive priority placement before external hires after regional contract processes for any bargaining unit job for which he/she qualifies. The qualification criteria utilized will be the same qualification criteria utilized for the regional contractual processes.

2. Employees who are declared surplus and subsequently involuntarily laid off who express interest in available positions in participating companies will receive priority placement before external hires after regional contract processes for any bargaining unit job for which he/she qualifies for a period of twelve (12) months following their involuntary lay off. The qualification criteria utilized will be the same qualification criteria utilized for the regional contractual processes.

3. In situations where there are equally qualified employees eligible and interested in the same position at the receiving Company, eligible employees will be offered the position in order of seniority. If needed, the tie breaker for employees with the same seniority will be the last four digits of their social security number with the higher number being the more senior.

4. Any CWA-represented regular employee covered by a CWA Labor Agreement held by a participating company whose work is moving from that company to another participating company may be offered the opportunity to follow their work. Such offer will be subject to the need for additional employees at the receiving Company and all applicable qualifications and selection criteria at the receiving Company. Employees who select this option in lieu of any severance payment and who are placed at and report to, the receiving Company, will receive payment for Relocation Allowance per the applicable terms and conditions of the collective bargaining agreement at their former Company. This Relocation Allowance will be paid when 1) the employee relocates his/her home residence as a result of following the work; and 2) the employee’s new place of reporting is fifty (50) miles or greater road miles by the most direct route farther from their residence than was the old report location.

5. Any CWA-represented regular employee covered by a CWA Labor Agreement held by a participating company who becomes surplus and is offered a job, through the CSE process, in another participating company, will receive payment for Relocation Allowance per the applicable terms and conditions of the collective bargaining agreement at their former Company. Employees who accept a job offer in lieu of any severance payment and who are placed at and report to, the new location will receive payment for this Relocation Allowance when 1) the employee relocates his/her home residence; and 2) the employee’s new place of reporting is fifty (50) miles or greater road miles by the most direct route farther from their residence than was the old report location.
6. When a bargained-for employee moves to another bargaining unit of the Company covered by this Memorandum of Agreement treatment of vacation time, the Designated Holiday (DH), Floating Holidays (FHs), and Excused Work Days (EWDs) or their equivalent (covered time) will be treated as follows:

- A covered employee will be eligible for covered time for the current vacation year at the new entity based on the existing labor agreements at that entity. Any covered time already taken at the former entity will be deducted from equivalent covered time for which the employee is eligible at the new entity; the remaining covered time will be scheduled at the new entity subject to needs of the business.
- Covered time carried over from the prior vacation year must be disposed of, i.e., paid in lieu of or taken at the former entity.
- In no case will an employee's movement from one entity to another result in the double payment for covered time.

7. Employees who have held the Premises/Wire Technician job title, or any job title in an agreement or appendix to an agreement that provides for the terms and conditions of employment for Premises/Wire Technicians ("Premises/Wire Technician Agreements"), are eligible for CSE, but shall be treated as provided in this paragraph. Any employee who has ever held a position in a Premises/Wire Technician Agreement will be treated by any receiving company that is party to this CSE agreement and that also is party to a Premises/Wire Technician Agreement as if they were received from their own Premises/Wire Technician Agreement for all purposes. If the receiving company does not have a Premises/Wire Technician Agreement, then employees transferring to that company shall receive the benefits applicable to other bargained-for employees with similar service in the receiving company, except for pension and post-retirement medical and dental benefits; instead, 1) such employees shall participate in the Bargained Cash Balance Program 2 and 2) if such employee meets the eligibility requirements for post-retirement benefits upon termination, the former employee will pay contributions equal to 50% of the total cost of coverage for post-retirement medical and dental coverage if the former employee is not Medicare eligible and will not be eligible for medical or dental post-retirement coverage if Medicare eligible.

8. Employees selected to fill openings in accordance with terms outlined above, will have their Term of Employment (TOE, which was previously known as Net Credit Service or NCS) or Seniority at the departing company recognized by the receiving Company's pension plan or program, subject to the receiving Company's service bridging rules. However, the TOE or Seniority will be recognized by the receiving company's pension program only for vesting, participation and eligibility service purposes, but not pension credit or accrual purposes. Further, the service performed at the receiving company will be counted in the
departing company's pension plan or program, but only for vesting, participation and eligibility purposes (not for pension credit purposes). In no event will a period of service count as pension credit or accrual service in more than one AT&T pension plan or program (in other words, no double counting of service for pension credit or accrual purposes).

9. Unless expressly provided to the contrary by the Benefits Agreement in the Core Collective Bargaining Agreement, employees transferring to companies under this Agreement will receive active benefits and any post-retirement benefits under the benefit plans or programs and subject to the terms of the contractual Benefits provisions of the receiving company.

Order of Consideration:

Job offers made under IMF or CSE will follow the order of consideration below after regional contract processes for any bargaining unit job for which he/she qualifies.

(1) Surplus employee currently on the payroll and surplus employees involuntarily laid off within the last twelve (12) months
(2) Current employee using the IMF process

For both IMF and CSE, the Union agrees that it will not seek to alter any existing bargaining units in any AT&T Company on the basis of any movement or transfer of employees between said companies as a result of this Agreement. Further, the Union will not, on the basis of this Agreement or change in operations or practices made by Participating Companies as a result of this Agreement in any pleading, petition, complaint or proceeding before the National Labor Relations Board, an arbitrator or panel of arbitrators, or any court, assert, claim, charge or allege that such companies are a single or joint employer or enterprise, alter egos, accretions or successors of one another, or that any bargaining units of said entities represented by or sought to be represented by the Union are a single bargaining unit, or are or should be otherwise altered in their scope or composition. This commitment on the part of the Union will survive the expiration of this Memorandum, unless and until such time as this commitment is terminated by the mutual written agreement of the parties.

This Agreement shall be subject to the grievance and arbitration procedures of the affected employee's collective bargaining agreement.
ATTACHMENT A
CURRENT PARTICIPATING COMPANIES
COVERED BY INTERSUBLISION MOVEMENT

AT&T Billing Southeast, LLC
AT&T Billing Southwest, LLC
AT&T Corp.
AT&T Customer Services, Inc.
AT&T Mobility Services LLC
AT&T Mobility Puerto Rico Inc.
AT&T Services, Inc.
AT&T of the Virgin Islands, Inc.
BellSouth Telecommunications, LLC
DIRECTV, LLC
Illinois Bell Telephone Company
Indiana Bell Telephone Company, Incorporated
Michigan Bell Telephone Company
Nevada Bell Telephone Company
The Ohio Bell Telephone Company
Pacific Bell Telephone Company
Southwestern Bell Telephone Company
Teleport Communications America, LLC
Wisconsin Bell Inc.
AT&T Billing Southeast, LLC
AT&T Billing Southwest, LLC
AT&T Corp.
AT&T Customer Services, Inc.
AT&T Mobility Services, LLC
AT&T Mobility Puerto Rico Inc.
AT&T Services, Inc.
AT&T of the Virgin Islands, Inc.
BellSouth Telecommunications, LLC
DIRECTV, LLC
Illinois Bell Telephone Company
Indiana Bell Telephone Company, Incorporated
Michigan Bell Telephone Company
Nevada Bell Telephone Company
The Ohio Bell Telephone Company
Pacific Bell Telephone Company
Southwestern Bell Telephone Company
Teleport Communications America, LLC
Wisconsin Bell Inc.
Effective date/language: With ratification

Termination date/language: With expiration of the 2020 Collective Bargaining Agreement

Applies to:

Pacific Bell Telephone Company (Except Appendix E)  
  X  Appendix D  X

Nevada Bell Telephone Company (Except Appendix E)  
  X  Appendix E  X

AT&T Services, Inc.  
  X  AT&T Billing Southwest, LLC  X

Communications Workers of America

Agreed:  
  Lynn Johnson  
  Area Director - CWA

Date:  6/11/2020

AT&T West

Agreed:  
  John Irelan  
  Assistant Vice President - Labor Relations

Date:  6/11/2020
Memorandum of Agreement

Technological Change Committee

The Companies and the Union agree to establish one (1) joint Technological Change Committee. This committee will act as a forum for sharing information about and discussing employee impacts related to the introduction of new technology.

The committee will be comprised of not more than four (4) representatives of the Companies, including a designated Co-Chair, and not more than four (4) representatives of the Union, including a designated Co-Chair. So as to foster effective discussion between the members of this committee about the nature of planned technological changes, its purpose, and its impact on employees, the Companies' committee members shall:

- Advise the Union's committee members of technological change in advance of its introduction. Generally, such notice will be provided at least one (1) month in advance where feasible.
- Arrange for project managers or other technology experts to participate as a resource to committee activities.

The Union's committee members shall:

- Share information and facilitate discussions at the local Union level about technological change.
- Work with local managers to solicit employee input regarding technology implementation and transition ideas.
- Assist in creating employee understanding of planned technological change, the need for change, and the potential impact on the work environment as a result of the change.

Jointly, the Companies' and Union's committee members shall:

- Endeavor to facilitate discussions about technological change at Business Unit/Local Union, as well as corporate/National Union, levels.
- Bridge understanding of planned technological change with training/retraining recommendations and Article 2 processes.
Additionally, the committee is authorized to reach agreements and initiate actions on technological change issues to the extent that the agreements and/or actions do not modify, change, alter or conflict with either Company policy or the current collective bargaining agreement or Memoranda of Agreements entered into by the bargainers of the Companies and the Union. The committees may also make recommendations regarding technological change issues to the Company/Union bargainers, and may, as appropriate, provide information to the Training/Retraining Working Committees.

The committee will meet quarterly, beginning in 2020. Additionally, meetings may be scheduled more or less often as mutually agreed upon by the Co-Chairs as needed. Employees who are members of the Technological Change Committees will be paid in accordance with the provisions of the Contract regarding Meetings Between Union and Management Representatives.

**Effective date/language:** With ratification

**Termination date/language:** With expiration of the 2020 Collective Bargaining Agreement

**Applies to:**

- Pacific Bell Telephone Company (Except Appendix E) X
- Nevada Bell Telephone Company (Except Appendix E) X
- AT&T Services, Inc. X
- AT&T Billing Southwest, LLC X

**Communications Workers of America**

Agreed: [Signature]

Area Director - CWA

Date: 6/11/2020

**AT&T West**

Agreed: [Signature]

Assistant Vice President - Labor Relations

Date: 6/11/2020
Memorandum of Agreement

Term, Temporary and Loan to Higher Title Report

This agreement replaces:

- MOA 95-21 Temporary/Term – the reports section only, and
- MOA 13-37 Employees on Loan to Other Titles & in a Term status.

The Companies and the Union agree to the following reports:

1. The Companies will provide the Union with a quarterly report of employees who are Term or Temporary classification, with the following information:
   a. Employee Name
   b. Title
   c. Hire Date
   d. Work Location
   e. Department

2. The Companies will provide the Union with a quarterly report of employees who are being loaned to a higher title, with the following information:
   a. Employee Name
   b. Current Title
   c. Loaned from Title
   d. Effective Date of Loan
   e. Work Location
   f. Department
Effective date/language: With ratification
Termination date/language: With expiration of the 2020 Collective Bargaining Agreement
Applies to:

Pacific Bell Telephone Company
(Except Appendix E)  X  Appendix D

Nevada Bell Telephone Company
(Except Appendix E)  X  Appendix E

AT&T Services, Inc.
(Except Appendix E)  X  AT&T Billing Southwest, LLC  X

Communications Workers of America
Agreed: Lynn Johnson
Area Director - CWA
Date: 6/1/2020

AT&T West
Agreed: Jon Irelan
Assistant Vice President - Labor Relations
Date: 6/1/2020
Memorandum of Agreement

Tuition Aid

This Memorandum of Agreement confirms our understanding regarding the changes to the Tuition Aid Policy.

<table>
<thead>
<tr>
<th>PROVISION</th>
<th>SCHOOL / DEGREE PROGRAM / COURSE ELIGIBILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Approved Degree Programs 20 Approved Undergraduate Degree Programs; 8 Approved STEM* Masters Degree Programs (stand alone courses, courses in other Masters Degree programs and Doctorate Degree program courses are not eligible)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REIMBURSABLE EXPENSES</th>
<th>Textbooks</th>
<th>Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>REIMBURSEMENT CAPS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Annual Tuition Cap for Full-Time Employees</td>
<td>Undergraduate Courses and Graduate STEM* Courses $5,250</td>
</tr>
<tr>
<td></td>
<td>Tuition Annual Cap for Eligible Part-Time Employees</td>
<td>&gt; 20 Hrs - 75% of course costs, cap $5,250</td>
</tr>
<tr>
<td></td>
<td>Tuition Lifetime Cap</td>
<td>Undergraduate - $20K (Graduate $25K if completing degree) (One Degree Each)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROCESS DETAILS</th>
<th>Payment Process</th>
<th>Reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interval for Application Submission</td>
<td>Within 60 calendar days following course end date</td>
<td></td>
</tr>
<tr>
<td>Deadline for Course Completion Documentation</td>
<td>With application / Within 60 calendar days following course end date</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EMPLOYEE ELIGIBILITY</th>
<th>Eligibility - Regular Full-Time Employees</th>
<th>Courses must begin after employee has 6 months NCS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Eligibility - Regular Part-Time Employees</td>
<td>Courses must begin after employee has 6 months NCS</td>
</tr>
<tr>
<td></td>
<td>Must Disclose on the Application (TAP will not duplicate assistance)</td>
<td>Grants, Scholarships and Veterans Benefits</td>
</tr>
</tbody>
</table>
### APPROVAL REQUIREMENTS

<table>
<thead>
<tr>
<th>Departmental Approval Requirements</th>
<th>Undergraduate Courses - Gen Mgr (3rd Level) or above; must be approved if in an Approved Degree Program and meets all other eligibility requirements under the policy</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>STEM* Masters Degree Program Courses – Sr Mgr (5th Level) or above; other graduate courses approvable only if beginning prior to 01-01-2015 and previously enrolled and actively pursuing the degree; may be denied for valid business reasons including budget and job relatedness</td>
</tr>
<tr>
<td></td>
<td>*STEM = Science, Technology, Engineering and Mathematics</td>
</tr>
</tbody>
</table>

### REPAYMENT REQUIREMENTS

| Repayment of Unsubstantiated Pre-payments | NA (Courses not reimbursed) |
| Repayment if Voluntarily Separates (Resigns or Retires) | Yes: 100% of payments received during past year; 50% of payments received during one to two years prior to separation |

**The Companies may amend, change or cancel individual participation and the Tuition Aid Policy or any part thereof, or reduce, modify or suspend terms at their sole discretion.**

**Effective date/language:** With ratification

**Termination date/language:** With expiration of the 2020 Collective Bargaining Agreement

**Applies to:**

| Pacific Bell Telephone Company (Except Appendix E) | Appendix D | X |
| Nevada Bell Telephone Company (Except Appendix E) | Appendix E | X |
| AT&T Services, Inc. | AT&T Billing Southwest, LLC | X |

Page 2 of 3
Communications Workers of America

Agreed:
Lynn Johnson
Area Director - CWA

Date: 6/11/2020

AT&T West

Agreed:
Jon Irelan
Assistant Vice President - Labor Relations

Date: 6/11/2020
Memorandum of Agreement

Work Boots

The Companies and the Union agree that the employees in the following job titles may order not more than one (1) pair of work boots from a pre-established list as determined by the Companies, each calendar year. If the boots ordered under the Companies' Boot Policy become unusable during the year, the Companies will replace the boots.

Job Titles:
Antenna Technician
Building Mechanic
Building Specialist
Cable Locator
Combination Technician
Communications Technician
Equipment Specialist
Facilities Technician
Motorized Messenger
Outside Plant Technician
Premises Technician
Senior Field Service Representative
Services Technician
Splicing Technician
Supply Service Attendant
Supply Specialist - Nevada
Systems Technician -- Data Communications
Systems Technician

Effective date/language: With ratification

Termination date/language: With expiration of the 2020 Collective Bargaining Agreement

Applies to:

Pacific Bell Telephone Company
(Except Appendix E)  

Nevada Bell Telephone Company
(Except Appendix E)  

AT&T Services, Inc.

AT&T Billing Southwest, LLC

Page 1 of 2
Communications Workers of America

Agreed: Lynn Johnson
Area Director - CWA

Date: 6/11/2020

AT&T West

Agreed: Jon Irelan
Assistant Vice President - Labor Relations

Date: 6/11/2020
Memorandum of Agreement

Relocation

This Memorandum of Agreement will confirm our understanding with respect to reasonable moving costs as provided for in Section 2.08A of the Contract between the Companies and the Communications Workers of America.

Relocation expense reimbursement will be paid to employees who accept a Company-initiated transfer to a non-commutable work location. Company-initiated transfers are those transfers and reassignments made under the provisions of Section 2.05A5 or Section 2.0B66 of the Contract. A work location shall be considered to be non-commutable as described in Section 2.08E of the Contract.

An employee who accepts a Company-initiated transfer to a non-commutable work location will be eligible for moving expense reimbursement if the employee has moved his/her residence to commutable location (as described in Article 2, Section 2.08E of the Contract) or if, in the determination of the Companies, the employee has moved his/her residence appreciably closer to the new work location.

A commute allowance of $250 per month will be paid for up to three (3) years. Employees who elect the commute allowance in lieu of relocation (CILOR) may, within one (1) year from the date of transfer, elect to move their residence. In such cases, relocation expenses will be reimbursed in accordance with the attached schedule, up to the maximum of $11,600. In no event will the combination of commute allowance and moving expenses exceed $14,000.

The intent of the December 18, 1986 letter continues in effect as follows:

“In the event an employee who is commuting to work, on his/her own volition, a distance exceeding that which is normally considered commutable and is subject to a Company-initiated move to a location which is also non-commutable but results in a commute that is less than the employee's previous commute, the employee will not be entitled to relocation benefits including CILOR.

However, if an employee, under similar circumstances, is subject to a Company-initiated move which results in a commute greater than that which the employee previously experienced, the employee will be entitled to relocation benefits should the employee decide to move his/her residence within one year of the effective date of the Company-initiated move, or CILOR.”
1. EXPLORATORY TRIP TO NEW LOCATION

A. Mileage ............................................. Per Article 5, Section 5.05C4c
B. Per Diem (meal and miscellaneous) ............... $42/day
C. Lodging-actual, not to exceed. ....................... $150/day maximum
D. Exploratory trip, not to exceed ...................... 5 days maximum
E. Immediate family members may go on Exploratory Trip. Expense treatment as follows:
   • Spouse meals actual, not to exceed $30/day
   • Children under 12 years actual, not to exceed $15/day
   • Children over 12 years actual, not to exceed $30/day
   • Lodging/spouse actual, additional not to exceed $20/day max.
   • Lodging/children actual, additional not to exceed $10/day max.
   • Babysitter for children actual, documented costs, not to exceed $50/day

2. TEMPORARY LIVING

    Lump sum amount of $ 4,750 in lieu of receipted expenses.

3. MOVING OF HOUSEHOLD FURNISHINGS

    Arrangements made through the Companies Relocation Vendor. Actual expenses reimbursed.

4. EN ROUTE EXPENSES

    Expense treatment same as during Exploratory Trip.
    Mileage per Article 5, Section 5.05C4c.

    En route expense normally reimbursed for a maximum of 1 night's lodging and 2 days' meals.

5. MOBILE HOMES

    Cash allowance for moving mobile home in lieu of reimbursement for moving household. Cash allowance determined by Relocation Coordinator. Allowance will not exceed estimated cost of moving employee's personal household furnishings that are in the mobile home.
6. MISCELLANEOUS

Documented loss of rent, including penalties associated with leases, with business transfer termination privileges. Up to $500

Home/Apartment Finding Service Fee (e.g., Relocation Consultants) Up to $200

7. DISCOUNTED MORTGAGE RATES

Provide the name of a national lender who will offer discounted mortgage rates to qualified employees.

8. PURCHASE/RENTAL ALLOWANCE

Allowance to those who relocate and purchase a residence or who rent their primary residence. $1,000

MILEAGE REIMBURSEMENT RATE

Per Article 5, Section 5.05C4c, employees shall be reimbursed at the Internal Revenue Service (IRS) reimbursement rate for mileage.

In the event the IRS changes the reimbursement rate for mileage, the Companies will adjust the mileage reimbursement rate to the maximum allowable rate as soon as practical, not to exceed sixty (60) days from the effective date of the change.

*Airfare (coach rate) may be used in lieu of mileage with management approval.*
Effective date/language: With ratification

Termination date/language: With expiration of the 2020 Collective Bargaining Agreement

Applies to:

Pacific Bell Telephone Company
(Except Appendix E)  X  Appendix D

Nevada Bell Telephone Company
(Except Appendix E)  X  Appendix E

AT&T Services, Inc.  X  AT&T Billing Southwest, LLC  X

Communications Workers of America

Agreed:  Lynne Johnson
Area Director - CWA

Date:  6/11/2020

AT&T West

Agreed:  Jon Irelan
Assistant Vice President - Labor Relations

Date:  6/11/2020
Memorandum of Agreement

Success Sharing Plan

The Companies and the Communications Workers of America (Union) agree to the following concerning the Success Sharing Plan (SSP):

Eligible employees may receive annual lump sum cash payments based on AT&T stock price appreciation and AT&T dividend rate.

Plan Components

1. Success Units
   Employees will be awarded 150 success units at the beginning of each award year (October 1, 2020, October 1, 2021, October 3, 2022 and October 2, 2023). Those success units will only be valid for that award year and will not carryover to the next award year. A success unit is only used as a multiplier in the payout calculation and is not a share of stock nor does it have any other value.

2. Determining Award Value

<table>
<thead>
<tr>
<th>Award Year</th>
<th>Beginning Award Value</th>
<th>Ending Award Value</th>
</tr>
</thead>
</table>
| 2021
   (October 1, 2020 to September 30, 2021) | October 1, 2020 closing AT&T stock price                      | September 30, 2021 closing AT&T stock price               |
| 2022
   (October 1, 2021 to September 30, 2022) | October 1, 2021 closing AT&T stock price                      | September 30, 2022 closing AT&T stock price               |
| 2023
   (October 3, 2022 to September 29, 2023) | October 3, 2022 closing AT&T stock price                      | September 29, 2023 closing AT&T stock price               |
| 2024
   (October 2, 2023 to September 30, 2024) | October 2, 2023 closing AT&T stock price                      | September 30, 2024 closing AT&T stock price               |

The stock price used in establishing the award value will be the closing AT&T stock price on the New York Stock Exchange. The award value will be adjusted proportionally to reflect any stock split.

3. Determining Dividend Rate Value
   The dividend rate value will be determined by adding each AT&T declared quarterly dividend during the award year (historically December, March, June, and September) and multiplying this total by 150 success units.
4. **Payout**
Employees will receive a total payout based on the difference between the ending award value and the beginning award value for the award year times 150 success units plus the dividend rate value. For example:

**Stock Appreciation Value:**
Beginning award value – October 1, 2020 closing AT&T stock price $39.00
Ending award value – September 30, 2021 closing AT&T stock price $44.00

Payout – $44 - $39 = $5 x 150 success units = $750.00

**Dividend Rate Value:**
December 31, 2020 dividend $0.52
March 31, 2021 dividend $0.52
June 30, 2021 dividend $0.52
September 30, 2021 dividend $0.52

Total Dividend $2.08

Payout - $2.08 x 150 success units = $312.00

**Total Payout**
$750.00 stock appreciation value + $312.00 dividend rate value = $1,062.00

Payment of the award will be made as soon as practicable after the award year and will normally occur the payday of the last full pay period in November. An overtime true-up will be paid in accordance with applicable Federal and/or State laws.

**Eligibility**
Employees eligible for payments as described above are those regular, temporary and term employees who are on the payroll on both the beginning and ending dates of the award year and who work for a minimum of three (3) months within the award year in a position covered by this Collective Bargaining Agreement. Eligible employees who are on approved leaves of absence or short-term disability absence and meet the other eligibility requirements on the ending date of the award year shall receive a payment, provided they return to duty on or before December 31 of the year in which the payment is made.

An eligible employee who transfers between AT&T Companies participating in the SSP will be eligible to receive a payout under the terms of the SSP applicable to the employee's current bargaining unit at the time of a payout, so long as the combined service in both AT&T Companies satisfies the above eligibility provisions.

**Part-Time Employees**
Eligible regular part-time employees will receive prorated payments based on their part-time classification (or "average workweek") on the ending date of the award year.
Benefits Treatment
SSP payments will be recognized as eligible compensation under the following benefit plans:

- Medical
- Life Insurance
- Pension
- Savings Plan

Taxes, Personal Allotments
Payments are subject to state and local taxes, Federal Income Tax, Social Security Tax, Medicare Tax, and any state disability deductions at the time of payment. Union dues will be deducted at the same rate as they are deducted for wages. Employees with 401(k) pre-tax elections will not have State or Federal Income Taxes deducted from that portion.

Personal allotments such as United Way contributions will not be made.

Dispute Resolution
The Companies’ determinations under this plan shall be final and binding. The Union may present grievances relating to matters covered by the SSP, but neither the plan nor its administration shall be subject to arbitration.
Effective date/language: With ratification

Termination date/language: With expiration of the 2020 Collective Bargaining Agreement

Applies to:

Pacific Bell Telephone Company (Except Appendix E)  X  Appendix D  X  

Nevada Bell Telephone Company (Except Appendix E)  X  Appendix E  X

AT&T Services, Inc.  X  AT&T Billing Southwest, LLC  X

Communications Workers of America  
Agreed:  

Lynn Johnson  
Area Director - CWA  

Date:  6/11/2020

AT&T West  
Agreed:  

Jon Irelan  
Assistant Vice President - Labor Relations  

Date:  6/11/2020
Memorandum of Agreement

Overtime

This Memorandum of Agreement (MOA) confirms the understanding between the Companies and the Union regarding assigned overtime. The following processes and procedures will be followed prior to the assignment of overtime.

Note: Items 9, 14-16 do not apply to the Call Centers.

1. The Companies will first solicit for volunteers when overtime is needed, except under the conditions described in paragraph 4.

2. If seventy percent (70%) of the available and qualified workforce able to perform the overtime needed from the overtime list where overtime is needed volunteer for overtime, the Companies will not assign overtime to the remaining employees. If seventy percent (70%) of the available and qualified workforce able to perform the overtime needed from the overtime list where overtime is needed do not volunteer for overtime, the Companies may assign overtime to the remainder of the employees on the overtime list where overtime is needed, unless qualified volunteers able to perform the overtime needed from other overtime lists solicited in accordance with the terms of paragraph 6 or paragraph 7 are sufficient to satisfy the work load. The available workforce is based on those qualified from the posted work schedules as specified in the Contract.

3. The maximum assigned overtime for an employee is eight (8) hours in a calendar week eight (8) months of the year and twelve (12) hours in a calendar week during the other four (4) months of the year. All overtime worked will apply toward the weekly overtime limitations. The Department Vice President, or his or her delegate, will designate which months are eight (8) hours-per-week months and which months are twelve (12) hours-per-week months. The designated months will be established no later than the last week of November for the upcoming year. Once the months for the upcoming year have been established, they will not be changed. The designated months will be communicated by Labor Relations to the District 9 Overtime Oversight Committee member. The designated twelve (12) hours-per-week months will normally be consecutive months. Should conditions warrant non-consecutive months, the reasons will be communicated to the District 9 Overtime Oversight Committee member.
4. The Companies may suspend the solicitation of volunteers and the weekly assigned overtime limitations during emergency conditions as defined below.

- An emergency condition shall be defined as acute service demands caused by events of national, state or local importance, such as earthquakes, fires, explosions, floods, severe weather conditions, severe storm conditions,* other natural disasters, government declared states of emergency, or other unanticipated conditions, such as civil strife, major cable or equipment failure, other catastrophes, or an act of God.

  * Note: The intention is not to declare an emergency as a result of an average or typical storm. Severe storms may include prolonged or unseasonable storms or storms that are extreme in nature based on the duration and/or impact of the storm.

- Emergency declarations will be approved by the Vice President or equivalent manager in the geographic area of the emergency. Before assigning employees to work overtime in an emergency, the Local Union President (or designated Local Union contact) will be notified of the emergency declaration and the conditions associated with the emergency. The Vice President of Labor Relations West (or his/her delegate) will inform the CWA District 9 Vice President (or his/her delegate) of the emergency declaration and the conditions associated with the emergency.

5. Overtime availability lists of qualified employees for each overtime list will be established. Overtime lists will be determined by the Companies. The Companies will determine qualifications for overtime and will determine whether employees are qualified to work the overtime needed.

6. Volunteers for overtime on weekdays (scheduled days) will be solicited by the availability list for the overtime list where overtime is needed. If the seventy percent (70%) volunteer threshold of the available and qualified work force is not reached from the overtime list where overtime is needed, additional qualified volunteers will be solicited from availability lists for overtime lists in the same organization as the overtime is needed (including for Core Installation and Maintenance (CIM), any qualified employees assigned to the CIM workload for that full day in those work groups being solicited for overtime) where, as determined by the Companies, the volunteers can reasonably be assigned or dispatched to the needed work based on time, location, work load and qualification constraints. If the additional qualified volunteers from the availability lists for the above-described overtime lists in the same organization as the overtime is needed are sufficient to satisfy the work load, then the non-volunteers from the overtime list where the overtime is needed will not be assigned the overtime. If the additional qualified volunteers from the availability lists for the above-described overtime lists in the same
organization as the overtime is needed are not sufficient to satisfy the work load, then the non-volunteers from the overtime list where the overtime is needed will be assigned the overtime.

7. Volunteers for overtime on weekends (unscheduled days) will be solicited by the availability list for the overtime list where overtime is needed. If the seventy percent (70%) volunteer threshold of the available and qualified work force is not reached from the overtime list where overtime is needed, additional qualified volunteers will be solicited from availability lists for overtime lists in the same organization as the overtime is needed, where, as determined by the Companies, the volunteers can reasonably be assigned or dispatched to the needed work based on time, location, work load and qualification constraints. If the additional qualified volunteers from the availability lists for the above-described overtime lists in the same organization as the overtime is needed are sufficient to satisfy the work load, then the non-volunteers from the overtime list where the overtime is needed will be assigned the overtime.

In CIM, should additional qualified volunteers be needed for overtime needs in CIM, qualified volunteers will be solicited from availability lists for overtime lists in the First Mile and Construction and Engineering (C&E) organizations, where, as determined by the Companies, the volunteers can reasonably be dispatched to the needed work based on time, location, work load and qualification constraints. If the additional qualified volunteers from the availability lists for the above-described overtime lists in CIM, C&E and First Mile are sufficient to satisfy the work load, then the non-volunteers from the overtime list where the overtime is needed will be assigned the overtime.

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8. Local management will establish a process to validate qualifications of employees from overtime availability lists in other work groups. The Local Union will be informed of employees who are not qualified and what is needed for them to be qualified.

9. Same day volunteers for overtime may be offered work in increments of time or tickets at the discretion of management.

10. Assigned overtime will be in time increments.
11. Except in the event of emergency conditions, notice of assigned overtime will be provided to employees by 10 AM the day before. The notice requirement applies only to employees at work the day before the assigned overtime is needed. Notice will be provided as early as practicable to employees who were not at work the day before assigned overtime is needed. Should the need for assigned overtime be resolved after employees are notified, management has the discretion to cancel the overtime work. Cancellation of assigned overtime should not be the norm. Issues associated with the cancellation of assigned overtime may be taken to the Overtime Oversight Committee.

12. The Companies will establish a process for requests by employees to be excused from assigned overtime. Requests and management decisions regarding requests will be documented. A Local Union official (as determined by the Local) may appeal denials up to the employee's General Manager. Employees needing long term exclusions from assigned overtime, e.g., time off for school or medical issues, may appeal to the Overtime Oversight Committee if such requests are denied after appeal to the General Manager.

13. The Companies and the Union will establish an Overtime Oversight Committee to meet and review processes associated with assigned overtime. Subjects of the Overtime Oversight Committee may include, but are not limited to: use of volunteers, the effectiveness and potential modification of the 70% volunteer threshold, use of assigned overtime, implementation of emergency conditions, requests/appeals to be excused from assigned overtime, overtime volumes, productivity issues, and training plans. The Companies' representatives will include one manager from Labor Relations and three other managers, as determined by the Companies, from CIM and the Network Dispatch Center (NDC). Union Representatives will include one District 9 representative and three local representatives designated by District 9. Should additional department representatives be added, the Union may designate the same number or numbers of Union representatives. The Committee will meet within sixty (60) days from implementation of the process described in this MOA and will continue to meet quarterly following the first meeting.

The Overtime Oversight Committee does not have the authority to enter into agreements that require collective bargaining. Issues raised by the Committee may be presented to the bargainers for consideration. The Overtime Oversight Committee meetings will not be used in lieu of the grievance or arbitration procedures. Any agreements made by the Overtime Oversight Committee will not prejudice the position of either the Companies or the Union and will not be cited in any other proceeding. Such agreements will not be subject to the grievance or arbitration process.
The Overtime Oversight Committee will meet by Telepresence or video conference when facilities are geographically and readily available. Union representatives will be paid in accordance with Article 3, Section 3.02B.

14. This MOA will apply to all Core Business Units in the West except Appendix D and Appendix E. Upon ratification, CIM, First Mile and C&E will follow the provisions of this MOA. The Overtime Oversight Committee will develop recommended processes for assigned overtime in Business Units other than CIM, First Mile and C&E within one hundred eighty (180) days of ratification. The Overtime Oversight Committee will make recommendations concerning these processes to the bargainers for the Union and the Companies. Should the Overtime Oversight Committee not reach agreement on the recommended processes for any Business Unit within one hundred eighty (180) days of ratification, the Companies may implement all the provisions of this MOA for any such Business Unit or Units. Advance notice of such implementation will be provided by the Companies to the Vice President of CWA District 9.

In the event of an emergency prior to one hundred eighty (180) days after ratification, in Business Units other than CIM, First Mile and C&E, overtime may be assigned in accordance with the principles of this MOA. Notice of the emergency and the associated conditions will be provided.

15. The Overtime Oversight Committee will develop recommended processes for assigned overtime for overtime lists consisting of three employees or less within one hundred eighty (180) days of ratification. The Overtime Oversight Committee will make recommendations concerning these processes to the bargainers for the Union and the Companies. Should the Overtime Oversight Committee not reach agreement on the recommended processes within one hundred eighty (180) days of ratification, the Companies may implement all the provisions of this MOA for overtime lists consisting of three employees or less. Advance notice of such implementation will be provided by the Companies to the Vice President of CWA District 9.

In the event of an emergency prior to one hundred eighty (180) days after ratification, overtime may be assigned in accordance with the principles of this MOA for overtime lists consisting of three employees or less. Notice of the emergency and the associated conditions will be provided.

16. To comply with Paragraphs 14 and 15, the parties will make all reasonable efforts to ensure the necessary participants are available to regularly meet to complete the processes within the one hundred eighty (180) days.

17. *Local Management in Call Centers may solicit qualified employees in other offices to assist with overtime.*
Effective date/language: With ratification

Termination date/language: With expiration of the 2020 Collective Bargaining Agreement

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Communications Workers of America

Agreed:

Lynn Johnson
Area Director - CWA

Date: 6/11/2020

AT&T West

Agreed:

Jon Irelan
Assistant Vice President - Labor Relations

Date: 6/11/2020
Memorandum of Agreement

Benefits – Appendix D

The means for fulfilling the terms of this Agreement may be the Company’s adoption of its own plans and associated plan documents or participation in equivalent plans having plan documents that includes, for bargained-for employees, the benefits agreed to be provided pursuant to this Agreement and substantially the terms, provisions and conditions under which such benefits are to be provided. The sole remedy for issues with respect to the validity or amount of any claim for benefits is the claim and appeal process as defined in the individual benefits plans and programs. The parties agree to the plans and programs described below. Copies of the plan documents, Summary Plan Descriptions (SPDs) and Summary of Material Modifications (SMMs) of these plans, policies and programs have been provided to the Union. If there is any difference between these SPDs and the ERISA plans or programs (including amendments thereto), the plan texts shall govern.

For purposes of this Agreement:

• The term “Employees” for purposes of this Agreement refers solely to employees employed in a job title under Appendix D and is limited to those employee classifications specifically eligible for each benefit type as specified in the 2020 Collective Bargaining Agreement (CBA).

1. HEALTH AND WELFARE BENEFIT PLANS

Effective on the date the 2020 CBA is ratified pursuant to the terms of such agreement (“Ratification Date”), active Employees shall continue to receive the same benefits as those received by active employees covered under the 2019 National Internet Contract by and between Communications Workers of America and AT&T Internet Services, Inc., and successive contracts to the 2019 National Internet Contract.
2. PENSION AND SAVINGS BENEFIT PLANS

Except as provided below, Employees shall continue to participate in the following pension benefit plans, programs, and policies on the same terms and conditions which were in effect on April 4, 2020.

- Bargained Cash Balance Program of the AT&T/WarnerMedia Pension Benefit Plan (the "BCB Program") for Employees hired/rehired or transferred on or before December 31, 2013.

- Bargained Cash Balance Program #2 of the AT&T/WarnerMedia Pension Benefit Plan (the "BCB#2 Program") for Employees hired/rehired or transferred on or after January 1, 2014.

- AT&T Retirement Savings Plan

3. BENEFIT RULES FOR MOVEMENT OF EMPLOYEES AND RECLASSIFICATION OF EMPLOYEES

A. General Provision. Any individual who moves after the Ratification Date from a non-Appendix D job title to an Appendix D job title will be treated, for benefit plan purposes, like a newly hired Employee in Appendix D as of the date of such transfer, except where the circumstances of the move are specifically accounted for in one of the following paragraphs.

B. Transfers into Appendix D. Any individual (i) who voluntarily transfers into an Appendix D job title from an Appendix A job title under the 2020 West Core CWA CBA or (ii) who voluntarily transfers pursuant to the National Transfer Plan to an Appendix D job title from any job title under one of the Core CWA CBAs into a job title under Appendix D, will have his or her hire/rehire/transfer date in Appendix D, for benefit plan purposes, remain equal to his or her most recent hire/rehire/transfer date in the contract from which he or she transferred.

C. Treatment of Surplus Appendix D Employees

i. Definition of Surplus Appendix D Employee: A "Surplus Appendix D Employee" means an individual who was being treated as a Current Employee, as such term is defined in Appendix A of the 2020 West Core CWA CBA, with respect to benefits under Appendix A of the 2020 West Core CWA CBA and who was transferred or transfers during the term of this Agreement to an Appendix D job title pursuant to the Force Adjustment Surplus Process from such job title under Appendix A of the 2009/2012/2016/2020 West Core CWA CBA.
ii. **Applicable Benefit Plans:** A Surplus Appendix D Employee will be eligible to participate in the same plans, policies and provisions on the same terms and conditions as will be provided to Current Employees, as such term is defined in Appendix A of the 2020 West Core CWA CBA, working in Appendix A under the 2020 West Core CWA CBA.

**Effective date/language:** With ratification

**Termination date/language:** With expiration of the 2020 Collective Bargaining Agreement

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**Communications Workers of America**

Agreed: [Signature]

Lynn Johnson
Area Director - CWA

Date: 6/11/2020

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**AT&T West**

Agreed: [Signature]

John Ireland
Assistant Vice President - Labor Relations

Date: 6/11/2020
Memorandum of Agreement

Successorship

AT&T West ("Company") agrees that in any agreement to sell a portion of its assets in a transaction involving the transfer of employees subject to this Collective Bargaining Agreement, as a condition of the closing of such sale, that the Buyer shall agree to assume the terms of the existing Collective Bargaining Agreement(s), provided that the Buyer shall have the right to re-open the unexpired Collective Bargaining Agreement at any time after eighteen (18) months but no longer than twenty-four (24) months following the Closing of the sale, the re-opening of which the Communications Workers of America ("Union") hereby agrees to accept or, the Buyer and Union may bargain at the expiration of the Collective Bargaining Agreement(s), whichever is earlier. In no event will the terms of this Successorship Memorandum of Agreement limit any of the Company's existing rights under this Agreement. The Company further agrees it will notify the Union at least 30 days prior to the close of such proposed transaction and, during such 30-day period, will meet with the Union upon request to engage in effects bargaining and to discuss the business reasons for the Company's decision.

This Memorandum of Agreement will remain in effect through the term of the 2020 Collective Bargaining Agreement between the Parties.

Effective date/language: With ratification

Termination date/language: With expiration of the 2020 Collective Bargaining Agreement

Applies to:

- Pacific Bell Telephone Company (Except Appendix E) X Appendix D X
- Nevada Bell Telephone Company (Except Appendix E) X Appendix E X
- AT&T Services, Inc. X AT&T Billing Southwest, LLC X

Communications Workers of America

Agreed: Lynn Johnson
Area Director - CWA
Date: 01/11/2020

AT&T West

Agreed: Jon Irelan
Assistant Vice President - Labor Relations
Date: 01/11/2020
MEMORANDUM OF AGREEMENT

REGARDING NEUTRALITY AND CARD CHECK RECOGNITION

AT&T Inc. ("the Company") and Communications Workers of America ("the Union"), enter into this Memorandum of Agreement Regarding Neutrality and Card Check Recognition as of the last date of the parties' signatures on this Agreement.

1. Duration. This Agreement is effective as of the date stated above, and shall remain in effect for the life of the 2020 Core Collective Bargaining Agreement, unless extended, modified or terminated by mutual written agreement of the parties or their successors. The parties expressly understand, however, that in the event this Agreement is terminated, all of the terms hereof nevertheless shall survive said termination and remain in effect with respect to any reorganization or restructuring of any bargaining unit as a result of which management creates any new subsidiary, division, or operating entity as to which no Union representation then exists.

2. Applicability.

(a). All card check procedures and any Union recognition provided for by this Agreement shall be applicable to all non-management employees of the Company effective with execution of this Agreement.

(b). As used herein, "the Company" means AT&T Inc. and all other present and future companies, divisions, subsidiaries or operating units thereof, except AT&T of Puerto Rico, Inc., AT&T of the Virgin Islands, Inc., AT&T Global Com. Services Inc, AT&T Government Solutions, Inc., and AT&T Support Services Company, Inc..

(c). As used herein, "non-management" means employees who normally perform work in non-management job titles as determined by the Company, in accordance with the statutory requirements of the National Labor Relations Act, as amended, and applicable decisions of the National Labor Relations Board and reviewing courts. If the Union disagrees with any such determination, the parties agree to submit the issues of unit definition to arbitration as set forth in paragraph 3. below, using the aforesaid statutory requirements and decisions as the governing principles. At the request of the Union, the Company will discuss with the Union neutrality as to Union representation of employees who are not defined above as "non-management."

(d). In addition to the foregoing, the parties further agree that any proposed bargaining unit shall exclude all professional, managerial, and confidential employees, guards and supervisors as defined in the National Labor Relations Act.

(e). The Company agrees that, for future divisions, subsidiaries or operating
units that are not wholly owned, it will, at the request of the Union, discuss with the other owners the extension of this agreement to such divisions, subsidiaries, or operating units.


(a). When requested by the Union, the Company agrees to furnish the Union lists of employees in the bargaining unit in each applicable company entity. This list of employees will include the work location, job title, and home address.

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

(c). (1). The Union and the Company shall meet within a reasonable period, but not to exceed ninety (90) days, after the effective date hereof for the purpose of defining appropriate bargaining units for all presently existing potential bargaining units. During this process, the Company will share job titles, job functions, work locations, and management structure with the Union representatives in order to facilitate agreements on the appropriate bargaining units. In the event that the parties are unable to agree, after negotiating in good faith for a reasonable time, upon the description of an appropriate unit for bargaining, the issue of the description of such unit shall be submitted to arbitration administered by, and in accordance with, the rules of the American Arbitration Association (AAA). The Arbitrator shall be confined solely to the determination of the appropriate unit for bargaining and shall be guided in such deliberations by the statutory requirements of the National Labor Relations Act. The parties agree that the decision of the Arbitrator shall be final and binding. The Company and the Union agree that the permanent Arbitrator to hear disputes with respect to this subparagraph shall be Richard Bloch. If he cannot serve, the parties shall select an Arbitrator from a list or lists of prospective Arbitrators provided by the AAA.

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

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

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

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

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


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

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

(c). This agreement supersedes and terminates any and all other agreements, Memorandum of Understanding, commitments or statements of intent regarding neutrality or card-check procedures that may exist as of the date hereof between the Union and any Company entity.

5. Valid Authorization Cards. For purposes of this Agreement, a valid written authorization card shall state specifically that by signing the card, the employee agrees to be represented by the Union, using the language set forth in Attachment 1.
6. Recognition for New Entities and New Work.

(a). The Company agrees that it will give the Union reasonable advance notice, once a firm management decision has been made, of its intent to effect any reorganization or restructuring, or to engage in any new line(s) of business, as a result of which management expects to create any new subsidiary, division, or operating entity as to which no Union representation then exists. After execution of this Agreement, should the Company acquire new companies or engage in a new line of business or enter a new market in which there is no active labor agreement or bargaining agreement in place, the parties agree that this Agreement shall apply to that acquired company or new line of business or enterprise in a new market after that company has been operating for a period of one hundred twenty (120) days.

(b). If management determines that more than fifty percent (50%) of the employees employed within an appropriate unit for bargaining by a new entity were, immediately prior to such employment, employed in a bargaining unit represented by the Communications Workers of America, the Company agrees that it shall recognize and bargain with the Union as the duly constituted bargaining representative of such bargaining unit employees, and the Union agrees to acknowledge such new entity as a Successor Employer for all applicable purposes under the labor laws of the United States and any relevant state.

(c). If management determines that fifty percent (50%) or less of the non-management work to be performed by any such new entity will consist of work previously performed by members of a pre-existing Union bargaining unit, then the Company agrees that, within a reasonable time after the said determination has been made, or concurrently with the giving of the notice referenced in paragraph 6. (a)., above, whichever is later, the Company will so inform the Union in writing. To the extent permitted by law, the Company shall presume, in making any determination as set forth in this paragraph 6., that each employee of the new entity who was a member of a pre-existing Union bargaining unit wishes to remain represented by the Union. These employees shall be counted as having signed valid authorization cards should a card signing effort be undertaken in the new entity within one year after the new entity begins operations employing such employees.

(d). Except as specified in paragraph 9., below, the Union shall retain any legal rights it may have to challenge any management decision or determination described in this paragraph 6.

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

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

8. Job Offers to Employees in Existing Bargaining Units. In connection with any reorganization, restructuring or other event that gives rise to application of the terms of this Agreement, and which involves either:

   (a) the transfer of non-management work from any Union bargaining unit to any other entity of the Company or of any subsidiary of AT&T Inc., or

   (b) the elimination of bargaining unit work while new jobs are created in any other entity of the Company or any subsidiary of AT&T Inc., the Union agrees that, once the recognition has occurred, an offer of a job in another entity to an employee in an existing bargaining unit shall have the same effect as if the same job or one of similar status and pay were offered by the employer under the collective bargaining agreement(s) for that bargaining unit. This shall include, without limitation, application of any contractual reassignment pay protection provisions and the satisfaction of any bargained-for employee right to a job offer. Except as specified in paragraph 10., below, nothing in this paragraph 8 shall be construed as a waiver by the Union of any legal rights it may have to challenge or contest the reorganization, restructuring, or other event described in 8.(a). and/or 8.(b). above.

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

10. Waiver of Certain Other Claims.

   (a). The Union promises and agrees that, in connection with any arbitration provided for in this Agreement, and in connection with any legal or administrative suit, proceeding or charge arising subsequent to the effective date of this
Agreement between the Union and any AT&T company, including but not limited to any proceeding before the National Labor Relations Board or its delegate, the Union hereby waives any claim, allegation or argument, and agrees to refrain from presenting this Agreement as evidence in support of any claim, allegation or argument, that AT&T Inc. and/or any of its current or future subsidiaries, and/or their divisions, units, agents or affiliates, are or have been a single employer, joint employers, accretions or alter egos with respect to each or any of them, to the extent that any such claim, allegation or argument is based upon:

(1) any change on or after the execution date of this Agreement, in the administration and/or control of labor relations by AT&T or any of its entities, companies, divisions, or subsidiaries; or

(2) any change in the scope, availability to employees, or administration by management of any program or practice for the effectuation of employee-initiated transfers between or among different subsidiaries or bargaining units;

provided, however, that this paragraph shall not be construed as having any effect on the Union's right or the Company's obligation, to the extent the same may exist under applicable law and/or any preexisting collective bargaining agreement(s), to negotiate changes in the terms and conditions applicable to such transfers.

(b). The provisions of this paragraph 10 shall survive the expiration of the remainder of this Agreement, and shall have full force and effect until specifically voided by mutual written agreement of the parties.

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

I hereby join with my fellow workers in organizing a Union to better our conditions of life and secure economic justice. I have voluntarily accepted membership in the Communications Workers of America (CWA), AFL-CIO, and declare that this union shall be my representative in collective bargaining over wages, hours and all other conditions of employment.

I understand that if CWA presents cards for recognition signed by more than 50% of the _________ employees eligible to be in the bargaining unit, (Company name) will recognize CWA as the bargaining representative of this unit without a representation election being conducted by the National Labor Relations Board and (Company name) would bargain with CWA concerning the terms of my employment and my working conditions.

I have also agreed to the membership provisions on the other side of this card.
Effective date/language: With ratification

Termination date/language: With expiration of the 2020 Collective Bargaining Agreement

Applies to:

Pacific Bell Telephone Company
(Except Appendix E) X Appendix D X

Nevada Bell Telephone Company
(Except Appendix E) X Appendix E X

AT&T Services, Inc. X AT&T Billing Southwest, LLC X

Communications Workers of America

Agreed: Lynn Johnson
Area Director - CWA
Date: 6/11/2020

AT&T West

Agreed: Jon Irelan
Assistant Vice President - Labor Relations
Date: 6/11/2020
Memorandum of Agreement

Pooling

The Companies and the Communications Workers of America (Union) agree the following process will be used when the Companies declare surplus under Article 2, Section 2.06.

During the life of the 2020 Contract, the following six (6) titles will be pooled for certain purposes when the Companies declare surplus:

- Company Telecommunications Technician
- Combination Technician
- Services Technician
- Splicing Technician
- Systems Technician
- Systems Technician – Data Communications

Enhanced Severance Benefit (ESB) will be offered to selected surplus title(s) in a work group (see Section 2.06B1a), by title, without pooling.

If the undeclared surplus condition is resolved with the ESB offer to the selected surplus title(s), the Companies may use the Force Rearrangements process (see Section 2.05B), by title, without pooling.

If the ESB offered to the selected surplus title(s) does not resolve the surplus, ESB will be offered to the remaining pooled title(s).

If the undeclared surplus condition is resolved with the ESB offer to the remaining pooled title(s), the Companies may use the Force Rearrangements process (see Section 2.05B) to force rearrange within the six (6) pooled titles. For the purposes of force rearranging within the six (6) pooled titles under the terms of this MOA, any references to title in Article 2, Section 2.05B3 or Section 2.05B4 is considered to be the six (6) pooled titles. Any employee who is force rearranged from a Wage Schedule 11 title or a Wage Schedule 12 title to a Wage Schedule 12 title will be changed to the title which they were force rearranged into. Any Wage Schedule 12 employee who is force rearranged into a Wage Schedule 11 Services Technician position will have their title changed to Splicing Technician.

If the undeclared surplus condition has not been resolved with the ESB offer to the remaining pooled title(s), the Companies may use the Force Rearrangements process (see Section 2.05B) to force rearrange within the six (6) pooled titles as described in the paragraph above or, at the Companies' option, surplus may be declared under Article 2, Section 2.06. If surplus is declared under Article 2, Section 2.06, the six (6) titles will be pooled for purposes of the surplus
declaration. Pooling means that Regular employees in those six (6) titles in a specific consolidated headquarters within a Company Presidential entity will be considered a work group for purposes of surplus declarations. In Company organizations without a Presidential level of management, a work group will consist of Regular employees in those six (6) titles in a specific consolidated headquarters within the highest level entity below Presidential level.

Once the surplus declaration has been resolved, the Companies may use the Force Rearrangements process (see Section 2.05B) to force rearrange within the six (6) pooled titles. For the purposes of force rearranging within the six (6) pooled titles under the terms of this MOA, any references to title in Article 2, Section 2.05B3 or Section 2.05B4 is considered to be the six (6) pooled titles. Any employee who is force rearranged from a Wage Schedule 11 title or a Wage Schedule 12 title to a Wage Schedule 12 title will be changed to the title which they were force rearranged into. Any Wage Schedule 12 employee who is force rearranged into a Wage Schedule 11 Services Technician position will have their title changed to Splicing Technician.

**Effective date/language:** With ratification

**Termination date/language:** With expiration of the 2020 Collective Bargaining Agreement

**Applies to:**
- Pacific Bell Telephone Company (Except Appendix E)  X  Appendix D
- Nevada Bell Telephone Company (Except Appendix E)  X  Appendix E
- AT&T Services, Inc.  X  AT&T Billing Southwest, LLC  X

**Communications Workers of America**

Agreed:  Lynn Johnson  
Area Director, CWA  
Date:  6/11/2020

**AT&T West**

Agreed:  Jon Irelan  
Assistant Vice President - Labor Relations  
Date:  6/11/2020
Memorandum of Agreement

Voluntary Separation Benefits (VSB)

A Regular non-surplus employee ("Non-Surplus Employee") who has met time-in-title requirements may opt onto the list to receive Voluntary Separation Benefits ("VSB") by signing up on the VSB Candidate List ("VSB List").

The VSB List will be opened quarterly for seven calendar days.

A Non-Surplus Employee must submit the appropriate form as required by the Companies to be placed on the VSB List. A Non-Surplus Employee must positively elect to be on the VSB List for each quarter. A Non-Surplus Employee's choice to be on the VSB List is irrevocable for that quarter.

A Non-Surplus Employee who has requested to receive VSB but who is not replaced by a qualified identified at-risk surplus employee ("Surplus Employee") will not leave the business with VSB.

A Non-Surplus Employee who is on the VSB List may, at the Companies discretion, be replaced by a Surplus Employee who remains in the surplus process at any point after the VSRO phase (see Article 2, Section 2.06B7b).

The VSB List will be provided to the Surplus Employees, by Rearrangement Area, on or before the formal surplus declaration date. On the first day of the maintained phase (see Article 2, Section 2.06E), the most senior Surplus Employee will have 24 hours to select a lateral or downgrade position from the VSB List. This process shall continue by seniority until all Surplus Employees have been provided the opportunity to select a VSB position.

Surplus Employees must be test qualified to select a VSB position. If the Companies deem appropriate, certain qualifications may be waived.

If there are more Non-Surplus Employees on the VSB List than there are Surplus Employees, or if the numbers are the same, the most senior of the Surplus Employees must select a lateral or downgrade position from the VSB List or leave the service of the Companies.

a. Those Surplus Employees who choose not to select a VSB position which is a commutable lateral position will leave the service of the Companies without Separation Benefits.

b. Those Surplus Employees who choose not to select a VSB position which is a downgrade and/or non-commutable position will leave the service of the Companies and receive Separation Benefits and 18
months unlimited access to AUTS with selection status the same as that of employees requesting changes of job titles and/or locations (see Article 2, Section 2.04B1d).

If there are fewer Non-Surplus Employees on the VSB List than there are Surplus Employees, the most senior of the Surplus Employees has the option to select a lateral or downgrade position on the VSB List or remain in surplus. Once the number of Non-Surplus Employees on the VSB List becomes equal to the number of remaining Surplus Employees, the remaining Surplus Employees must select either a lateral or downgrade position from the VSB List or leave the service of the Companies as set out below.

- Those Surplus Employees who choose not to select a VSB position which is a commutable lateral position will leave the service of the Companies without Separation Benefits.

- Those Surplus Employees who choose not to select a VSB position which is a downgrade and/or non-commutable position will leave the service of the Companies and receive Separation Benefits and 18 months unlimited access to AUTS with selection status the same as that of employees requesting changes of job titles and/or locations (see Article 2, Section 2.04B1d).

If there are Non-Surplus Employees remaining on the VSB List after the less senior Surplus Employees have made their elections, the Surplus Employees who initially elected to remain in surplus, must, by seniority, select a lateral or downgrade position on the VSB List or leave the service of the Companies. This process continues until the VSB List has been exhausted or all Surplus Employees have elected to leave the service of the Companies as listed below.

- Those Surplus Employees who choose not to select a VSB position which is a commutable lateral position will leave the service of the Companies without Separation Benefits.

- Those Surplus Employees who choose not to select a VSB position which is a downgrade and/or non-commutable position will leave the service of the Companies and receive Separation Benefits and 18 months unlimited access to AUTS with selection status the same as that of employees requesting changes of job titles and/or locations (see Article 2, Section 2.04B1d).

The terms and conditions in Article 2, Section 2.06B8, 2.06B9, 2.06B10, 2.06B11, 2.06D, and 2.06F, are applicable to those Surplus Employees who choose positions of Regular non-surplus employees on the VSB List.

Any issues regarding the placement of Surplus Employees into positions on the VSB List will be referred to the Liaison Committee (see Article 2, Section 2.06B2).
None of the determinations by the Companies nor any part of this MOA will be subject to grievance and/or arbitration.

**Effective date/language:** With ratification

**Termination date/language:** With expiration of the 2020 Collective Bargaining Agreement

**Applies to:**

- Pacific Bell Telephone Company (Except Appendix E)  
  X  Appendix D

- Nevada Bell Telephone Company (Except Appendix E)  
  X  Appendix E

- AT&T Services, Inc.  
  X  AT&T Billing Southwest, LLC  
  X

**Communications Workers of America**

Agreed: [Signature]  
Lynn Johnson  
Area Director - CWA

Date: 6/11/2020

**AT&T West**

Agreed: [Signature]  
Jon Irelan  
Assistant Vice President - Labor Relations

Date: 6/11/2020
MEMORANDUM OF AGREEMENT
3Q2020 ESRO MOA

This Memorandum of Agreement is entered into between Communications Workers of America ("CWA" or the "Union") and Pacific Bell Telephone Company, Nevada Bell Telephone Company, AT&T Services Inc., DIRECTV, LLC and AT&T Billing Southwest, LLC (collectively the "Company" or "Management"), and shall be effective when signed by both parties, through August 21, 2020, unless otherwise mutually agreed in writing by the parties.

Due to extraordinary circumstances, the Company will offer certain Splicing Technicians, Communications Technicians, Cable Locators, and System Tech Data Comm Technicians an opportunity to express an interest in leaving the payroll with an Enhanced Surplus Reduction Offer (ESRO). The process of expressing interest and receiving approval is defined below.

1. On a date determined by the Company, an ESRO offer shall be made to technicians in the titles above as outlined in Attachment A.

2. Technicians whom are made the offer will have 10 days to accept or decline. Technicians who do not respond by the deadline will be considered to have declined the offer.

3. Splicing Technicians, Communications Technicians, Cable Locators, and System Tech Data Comm Technicians who are made an offer and express an interest may be approved until the determined number is reached. If more employees express an interest than is needed, the offer approval shall be determined by seniority order. The Company, at its discretion, may approve more offers than what is originally determined.

4. Additional ESRO offers may be offered to certain titles as outlined below.

   a) Communications Technicians who work primarily in a Central Office in the AT&T Fields Operations organization (AFO) who are made an offer and express an interest may be approved if a qualified Splicing Technician in AFO is identified in the Consolidated Headquarters.

   b) Splicing Technicians in the AT&T Construction and Engineering organization who are made an offer and express an interest may be approved if a qualified Splicing Technician in AFO is identified in the Consolidated Headquarters.

   c) Systems Technicians in the AT&T Business Field Services organization who are made an offer and express an interest may be approved if a qualified Splicing Technician in AFO is identified in the Consolidated Headquarters.

   d) Facilities Technicians who work primarily in a Central Office in the AFO organization who are made an offer and express an interest may be
approved if a qualified Splicing Technician in AFO is identified in the Consolidated Headquarters. The qualified Splicing Technician is one who is identified to become a Communication Technicians.

5. Technicians who are approved in accordance with the above shall go off payroll on a date determined by the Company.

6. Payment in lieu of any unused vacation shall be in accordance with Article 6 Section 6.06 O of the West 2020 Labor Agreements.

7. There is no guarantee that an employee who expresses an interest in the ESRO offer shall be approved.

8. The parties acknowledge this Agreement is not precedent setting and shall not be admissible in any grievance, arbitration or legal proceeding. Further, nothing in this Agreement, or any placement or bypass relating in any way to this Agreement, shall be subject to arbitration.

FOR THE UNION:

By: Lynn Johnson
   Area Director
   District 9
   Communications Workers of America

Dated: 6/11/2020

FOR THE COMPANY:

By: Jon Irelan
   Assistant Vice President
   Labor Relations
   AT&T West

Dated: 6/11/2020
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