

October 12, 2009

# 2009 Settlement Agreement

## **Terms of the 2009 CWA-AT&T Southwest Settlement Agreement**

This document is for all managers in Southwestern Bell Telephone Company, SBC Advanced Solutions, Inc., AT&T DataComm, Inc., AT&T Operations, Inc., AT&T Services, Inc., and SBC Telecom, Inc. It contains the terms of the tentative agreement between CWA and the companies listed above. If ratified by members of the CWA, District 6, this agreement will become effective April 5, 2009.

This document needs to be retained for the life of the 2009 Labor Agreements, as it contains provisions that will not be in the new contract, but that could still apply to workplace issues. Managers should feel free to share this information with their employees.



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**2009 SETTLEMENT AGREEMENT**  
**CWA & AT&T SOUTHWEST**

This Agreement is entered into as of April 5, 2009 between Communications Workers of America ("CWA" or "the Union") and Southwestern Bell Telephone Company, SBC Advanced Solutions, Inc., AT&T DataComm, Inc., AT&T Operations, Inc., AT&T Services, Inc., and SBC Telecom, Inc. (collectively "the Company" or "Management").

1. This Agreement shall become effective April 5, 2009, subject to receipt by the Company of written notification from an authorized representative of the Union that this Agreement has been duly ratified by the employees represented by the Union and approved by the President of Communications Workers of America, provided said notification is received by the Company on or before 5:00 p.m., November 11, 2009. If such notification is not received on or before 5:00 p.m., November 11, 2009, this Agreement shall have no force or effect, and all proposals made by the Company up to that time are withdrawn.

2. The basic wage schedules and basic wage rates, respectively, set forth in the 2004 Departmental Agreement, with the exception of Appendix J, shall be superseded on the effective dates of April 5, 2009, May 1, 2010, May 1, 2011, and May 1, 2012, as set forth below and in **ATTACHMENT A** hereto:

- 3% increase to base wages effective April 5, 2009. The wage schedules for each job title will be modified to reflect this increase, exponentialized with no change to the start rate.
  - A. The retroactive wages from April 5, 2009, to the date of ratification will be paid as soon as practicable after ratification if the contract is ratified within 30 days of the parties' tentative agreement. If the contract is not ratified within 30 days of the parties' tentative agreement, then, notwithstanding any other provision herein, any wage increase effective April 5, 2009, shall be effective with ratification of the contract.
  - B. Retroactive wages, if applicable, will be paid to employees on the payroll as of the date of ratification as soon as practicable after ratification.
- 3% increase to base wages effective May 1, 2010. The wage schedules for each job title will be modified to reflect this increase, exponentialized with no change in the start rate.
- 2.75% increase to base wages effective May 1, 2011. The wage schedules for each job title will be modified to reflect this increase, exponentialized with no change in the start rate.

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- 2.75% increase to base wages effective May 1, 2012. The wage schedules for each job title will be modified to reflect this increase, exponentialized with no change in the start rate.

All adjustments in basic wages resulting from this Agreement:

- A. shall be applied by the “exponential” method;
- B. shall not affect progression intervals under the new wage schedules;
- C. shall not in any way affect or be affected by the amount of any applicable differential payments or that portion of any other wage rate arrived at by adding a fixed amount to a wage schedule rate; and
- D. shall be effective as of April 5, 2009, May 1, 2010, May 1, 2011, and May 1, 2012, respectively, and shall be applied before any other changes in payroll status which may be effective on the same date.

The Company will move general wage increases back to April with the 2013 increase, subject to 2013 Collective Bargaining.

Except where otherwise specifically provided herein, no employee’s wage rate resulting from any wage adjustments shall exceed the maximum rate provided by the basic wage schedule or basic wage table applicable to employee’s occupation and location, plus the amount of any applicable differentials.

No wage adjustments resulting from this Agreement shall become effective:

- A. during a period of total disability which is continuous for eight (8) days or more; or
- B. during a period of leave of absence.

Such wage adjustments are not retroactive and shall become effective upon return to active duty.

3. The parties agree to a Success Sharing Plan set forth in **ATTACHMENT B** hereto.

4. The Company will provide the health and welfare, pension and savings benefits as set forth in **ATTACHMENT C** hereto. This Agreement supersedes all other benefit agreements, plans or programs.

5. The Company may implement Incentive Plans based on the guidelines set forth in **ATTACHMENT D** hereto.



6. The 2004 Departmental Agreement entered into between the parties and effective April 4, 2004, shall continue in force and effect, except as modified by this Settlement Agreement, and shall be known as the 2009 Departmental Agreement.

A. The 2009 Departmental Agreement shall include the following articles:

<u>Article</u>	<u>Title</u>
I.	RECOGNITION AND ESTABLISHMENT OF THE UNIT
II.	CLASSIFICATION OF EMPLOYEES
III.	NEW JOB TITLES
IV.	BASIS OF COMPENSATION
V.	COST-OF-LIVING ALLOWANCE
VI.	HOURS OF WORK
VII.	WORK SCHEDULES
VIII.	HOLIDAYS
IX.	VACATIONS
X.	EXCUSED WORK DAYS
XI.	ABSENCES FROM DUTY
XII.	SENIORITY
XIII.	JOB VACANCY
XIV.	PROMOTIONAL PAY TREATMENT
XV.	TEMPORARY WORK IN HIGHER POSITIONS
XVI.	TRAVEL
XVII.	FORCE ADJUSTMENT
XVIII.	SEVERANCE PAYMENTS
XIX.	GRIEVANCES



- XX. UNION REPRESENTATION
- XXI. AGENCY SHOP
- XXII. DEDUCTION OF UNION DUES
- XXIII. NOTICE OF PROMOTIONS AND TRANSFERS OF UNION OFFICERS, ELECTED STEWARDS, AND DESIGNATED REPRESENTATIVES
- XXIV. SAFETY AND HEALTH
- XXV. CONTRACT WORK
- XXVI. PRIOR AGREEMENTS
- XXVII. DURATION

B. Amend Article IV, **Basis of Compensation**, as follows:

Effective April 7, 2013, Section 6, **Night Differentials**, paragraph a is amended to read as follows:

“a. A night differential shall be paid to employees\* for each scheduled night tour worked in the amount of ten percent (10%) of the employee’s basic day’s pay. An hourly night differential shall also be paid to employees\* for each hour, or fraction thereof, worked on a scheduled tour that ends after 6 p.m. but not later than 7 p.m., in the amount of ten percent (10%) of the employee’s basic hourly rate.

\*Except for Cable Splicing Technicians, Operating employees, employees in Appendix I, and certain part-time employees identified in paragraph d., below.”

As a supplement to Article IV, **Basis of Compensation**, the Company will continue notifying the Vice President of the Union in writing whenever Tight Labor Market Wage Credit is authorized. Notification will include job title, the Exchange, the amount of wage credit authorized, and the expected duration. The Company also agrees to continue to discuss with the Union what impact, if any, such authorization has on incumbent employees in the same job title and Exchange.

C. Amend Article V, **Cost-of-Living Allowance**, as follows:

Replace the existing Sections 1 and 2 with the following:



“The amount of the May 1, 2012 adjustment shall be 0.5 times the increase above four percent (4%) in the U.S. Department of Labor Statistics “CPI-W” (1982-84 = 100) for December 2011 over December 2010. The adjustment will be added to the general wage increase and applied exponentially with no change to starting wages.”

D. Amend Article VI, **Hours of Work**, as follows:

Section 3, paragraph d, **Night Tours**, is amended to read as follows:

“d. Night Tours.\* A night tour shall be one which falls wholly or partially between the hours of 6 p.m. and 6 a.m.

\*Effective April 7, 2013, a night tour shall be one which falls wholly or partially between the hours of 7 p.m. and 6 a.m.”

As a supplement to Section 9, **Assigned Overtime**, Vice President or equivalent approval is required to declare a service emergency.

E. Supplement Article IX, **Vacations**, as follows:

As a supplement to Article IX, **Vacations**, the Company agrees to instruct its managers to continue to make available vacation weeks/days originally offered but not selected in the initial or subsequent interview, or selected but vacated during the vacation year, force requirements permitting.

As a further supplement to Article IX, **Vacations**, the Company agrees to instruct its managers to continue to make available vacated weeks/days, force requirements permitting. Vacated weeks are previously selected vacation weeks/days that are vacated due to transfers out of or separations from the work group.

As a further supplement to Article IX, **Vacations**, the Company agrees that employees who retire on service pension, with service pension effective dates between January 1, 2009 and December 31, 2013, may elect to be paid in lieu of any vacation entitlement due as of the date of retirement. It will not be necessary for these employees to set the retirement date far enough beyond the last work day to cover the vacation period.

F. Amend Article XI, **Absences from Duty**, as follows:

Section 2, **Military Training Duty and Emergency Duty**, paragraph b, is amended as follows:

Add the following phrase to the end of the paragraph:

“or for such period(s) as required by law.”



G. Amend Article XII, **Seniority**, as follows:

1. Section 1 is amended as follows:

"Section 1. Length of service (Net Credited Service [NCS] as determined by the pension plan administrator) shall be taken into account in the treatment of employees insofar as the conditions of the business and the abilities of the employees permit."

2. Add a new Section 2 as follows:

"Section 2. **NCS Tie-breaker.**

When employees have the same NCS date, the Company will use a common method for determining seniority. The last four digits of the Social Security Number will be used to break NCS ties, with the higher number considered more senior.

If two employees with a common NCS date have the same last four digits, the middle two digits will be used to determine seniority, again with the higher number deemed more senior."

H. Amend Article XVI, **Travel**, as follows:

1. Amend the parenthetical below the Article title from "January 1, 2005" to "January 1, 2010."

2. Amend the Note below the parenthetical from "January 1, 2005" to "January 1, 2010" and from "2001" to "2004."

3. Section 3, **Same Day Temporary Assignment**, is amended as follows:

a. In the first sentence replace "sixty-five (65)" with "seventy-five (75)."

b. Amend the second sentence as follows:

"Effective January 1, 2010, the Same Day Travel Allowance will be increased to seventy-eight (78) cents per odometer mile; effective January 1, 2011 it will be increased to eighty (80) cents per odometer mile; effective January 1, 2012 it will be increased to eighty-two (82) cents per odometer mile; and effective January 1, 2013 it will be increased to eighty-four (84) cents per odometer mile."

4. Section 4, Overnight Temporary Assignment, is amended as follows:

a. In the first sentence of subparagraph a(1)(a) replace “thirty-six (36)” with “thirty-nine (39).”

b. The second sentence of subparagraph a(1)(a) is amended as follows:

“The Overnight Temporary Assignment Allowance will be increased from thirty-nine (39) dollars to forty (40) dollars effective January 1, 2010; to forty-one (41) dollars effective January 1, 2011; to forty-two (42) dollars effective January 1, 2012; and to forty-three (43) dollars effective January 1, 2013.”

c. Amend the Note following subparagraph a(1)(a) as follows:

“The Per Diem Allowance in the Dallas (Dallas County), Fort Worth (Tarrant County), Houston (Harris County), Kansas City, Kansas (Johnson and Wyandotte Counties), Kansas City, Missouri (Clay, Jackson, and Platte Counties), San Antonio (Bexar County) and St. Louis (St. Charles and St. Louis Counties) Exchanges will be the IRS maximum, but not to exceed forty-nine (49) dollars. The Per Diem Allowance will be increased from forty-nine (49) dollars to fifty (50) dollars effective January 1, 2010; to fifty-one (51) dollars effective January 1, 2011; to fifty-two (52) dollars effective January 1, 2012; and to fifty-three (53) dollars effective January 1, 2013.”

d. Amend the language in the brackets of subparagraph a(2)(d) as follows:

“[to be reimbursed at the Same Day Travel Allowance rate of seventy-five (75) cents per odometer mile if the distance is sixty (60) odometer miles or less, and at the rate of one dollar and ten cents (\$1.10) per odometer mile if the distance is more than sixty (60) odometer miles];”

e. The Notes following subparagraph a(2)(d) are amended as follows:

1) Note 1 is amended as follows:

“Effective January 1, 2010, the Same Day Travel Allowance, if the distance is sixty (60) odometer miles or less, will be increased to seventy-seven (77) cents per odometer mile; effective January 1, 2011 it will be increased to seventy-nine (79) cents per odometer mile; effective January 1, 2012 it will be increased to eighty-one (81) cents per odometer mile; and effective January 1, 2013 it will be increased to eighty-three (83) cents per odometer mile.”

2) Note 2 is amended as follows:

“Effective January 1, 2010, the Same Day Travel Allowance, if the distance is more than sixty (60) odometer miles, will be increased to one dollar and thirteen cents (\$1.13) per odometer mile; effective January 1, 2011 it will be increased to one dollar and sixteen cents (\$1.16) per odometer mile; effective January 1, 2012 it will be increased to one dollar and nineteen cents (\$1.19) per odometer mile; and effective January 1, 2013 it will be increased to one dollar and twenty-two cents (\$1.22) per odometer mile.”

f. The first sentence in subparagraph a(2)(e) is amended as follows:

Replace “nine (9)” with “ten (10).”

g. The first sentence in subparagraph a(2)(f) is amended as follows:

Replace “four (4) dollars” with “four dollars and twenty-five cents (\$4.25).”

h. Replace the table in paragraph b, Partial Per Diem Allowance, with the following:

	“Traveling To <u>Temporary Location</u> (Departure Time)		
	<b>Current</b>	<b>1/1/2010</b>	<b>1/1/2013</b>
Departure: 12 a.m. - 6:59 a.m.	\$38	\$41	\$43
Departure: 7 a.m. - 10:59 a.m.	\$30	\$32	\$34
Departure: 11 a.m. - 11:59 p.m.	\$20	\$21	\$22

Returning To  
Home Location  
(Arrival Time)

	<b>Current</b>	<b>1/1/2010</b>	<b>1/1/2013</b>
Arrival: 12 a.m. - 10:59 a.m.	\$8	\$9	\$9
Arrival: 11 a.m. - 4:59 p.m.	\$18	\$20	\$21
Arrival: 5 p.m. - 11:59 p.m.	\$38	\$41	\$43

- i. Amend the last sentence in paragraph c, Overnight Travel Allowance, subparagraph (1) as follows:

Replace "thirty-six (36)" with "forty-one (41)."

- I. Effective January 1, 2010, amend Article XVII, **Force Adjustment**, as follows:

- 1. Amend Section 4, Wage Treatment, subparagraph a(2) to increase the Reassignment Pay Protection Plan (RPPP) Payout Table by 3%.
- 2. Insert the following parenthetical before the RPPP Payout Table:

"(Effective January 1, 2010. For RPPP Payout provisions applicable prior to January 1, 2010, refer to Article XVII, Force Adjustment, of the 2004 Departmental Agreement. RPPP Payouts that began before January 1, 2010 are not changed by the new table.)"

*B.RK*

**RPPP PAYOUT TABLE**  
**ASSIGNMENT TO LOWER WAGE RATE**

		Years Of Net Credited Service			
Weekly Difference		<10	10<15	15<25	25+
\$ 0.50	\$ 4.50	80	140	630	750
5.00	9.50	100	340	1,330	1,600
10.00	14.50	130	490	2,020	2,440
15.00	19.50	220	690	2,720	3,270
20.00	24.50	240	850	3,410	4,100
25.00	29.50	300	1,030	4,110	4,940
30.00	34.50	340	1,210	4,820	5,780
35.00	39.50	380	1,380	5,510	6,610
40.00	44.50	440	1,550	6,210	7,460
45.00	49.50	480	1,730	6,900	8,290
50.00	54.50	540	1,900	7,600	9,130
55.00	59.50	590	2,080	8,300	9,970
60.00	64.50	630	2,250	8,990	10,800
65.00	69.50	690	2,440	9,700	11,640
70.00	74.50	720	2,600	10,390	12,470
75.00	79.50	780	2,780	11,090	13,320
80.00	84.50	820	2,950	11,790	14,160
85.00	89.50	890	3,130	12,480	14,990
90.00	94.50	920	3,290	13,180	15,830
95.00	99.50	980	3,480	13,880	16,670
100.00	104.50	1,020	3,640	14,580	17,490
105.00	109.50	1,080	3,830	15,290	18,340
110.00	114.50	1,120	3,990	15,980	19,180
115.00	119.50	1,160	4,180	16,680	20,020
120.00	124.50	1,220	4,340	17,370	20,850
125.00	129.50	1,270	4,520	18,080	21,680
130.00	134.50	1,320	4,690	18,780	22,540
135.00	139.50	1,370	4,870	19,470	23,370
140.00	144.50	1,400	5,030	20,170	24,210
145.00	149.50	1,470	5,220	20,860	25,040
150.00	154.50	1,500	5,390	21,560	25,870
155.00	159.50	1,570	5,570	22,270	26,720
160.00	164.50	1,610	5,740	22,960	27,550
165.00	169.50	1,660	5,920	23,660	28,400
170.00	174.50	1,710	6,090	24,350	29,230
175.00	179.50	1,760	6,260	25,050	30,060
180.00	184.50	1,790	6,440	25,750	30,910
185.00	189.50	1,850	6,610	26,440	31,740
190.00	194.50	1,900	6,780	27,150	32,580
195.00	199.50	1,960	6,970	27,840	33,410
200.00	204.50	2,000	7,130	28,540	34,250
205.00	209.50	2,060	7,320	29,240	35,100
210.00	214.50	2,100	7,480	29,930	35,930
215.00	219.50	2,140	7,670	30,630	36,770
220.00	224.50	2,190	7,830	31,330	37,610
225.00 +		2,250	8,010	32,030	38,430

*J.R.K*

J. Effective January 1, 2010, amend Article XVIII, **Severance Payments**, as follows:

1. Amend Section 2, Amount of Severance Payment, paragraph a to increase the Involuntary Severance Payment Table by 3%.
2. Insert the following parenthetical before the Involuntary Severance Payment Table:

“(Effective January 1, 2010. For Involuntary Severance Payment provisions applicable prior to January 1, 2010, refer to Article XVIII, Severance Payments, of the 2004 Departmental Agreement.)”

**INVOLUNTARY SEVERANCE PAYMENT TABLE**

Completed Years of Net Credited Service	Pension Band Up to 107 7A8-707	Pension Band 108-109 708-709	Pension Band 110-111 710-711	Pension Band 112-114 712+	Pension Band 115-118	Pension Band 119-120	Pension Band 121 +
1-3	\$1,810	\$1,870	\$2,060	\$2,200	\$2,500	\$2,560	\$2,740
4-5	\$3,570	\$3,750	\$4,080	\$4,440	\$5,000	\$5,120	\$5,500
6-7	\$5,950	\$6,250	\$6,820	\$7,370	\$8,290	\$8,570	\$9,130
8-9	\$8,290	\$8,740	\$9,550	\$10,320	\$11,630	\$11,980	\$12,730
10-11	\$11,870	\$12,490	\$13,630	\$14,750	\$16,620	\$17,100	\$18,230
12-13	\$16,060	\$16,860	\$18,350	\$19,930	\$22,430	\$23,110	\$24,600
14-15	\$20,790	\$21,860	\$23,850	\$25,780	\$29,120	\$29,980	\$31,920
16-17	\$25,540	\$26,850	\$29,290	\$31,670	\$35,720	\$36,790	\$39,220
18-19	\$30,300	\$31,850	\$34,740	\$37,600	\$42,350	\$43,660	\$46,550
20	\$32,660	\$34,410	\$37,470	\$40,600	\$45,680	\$47,080	\$50,170
21	\$35,040	\$36,970	\$40,210	\$43,610	\$49,050	\$50,530	\$53,840
22	\$37,420	\$39,530	\$42,980	\$46,600	\$52,380	\$53,950	\$57,490
23	\$39,800	\$42,090	\$45,710	\$49,570	\$55,710	\$57,400	\$61,150
24	\$42,180	\$44,680	\$48,480	\$52,580	\$59,070	\$60,820	\$64,810
25	\$44,530	\$47,230	\$51,220	\$55,590	\$62,410	\$64,270	\$68,470
26	\$46,910	\$49,790	\$53,950	\$58,600	\$65,730	\$67,690	\$72,090
27	\$49,290	\$52,340	\$56,710	\$61,590	\$69,080	\$71,140	\$75,750
28	\$51,660	\$54,910	\$59,450	\$64,570	\$72,420	\$74,560	\$79,410
29 and over	\$54,040	\$57,460	\$62,220	\$67,570	\$75,750	\$78,010	\$83,070

**Wage Progression Treatment**

If on Step 12 through 24 months, the employee shall receive 50% of Table Amount

If on Step 30 through 36 months, the employee shall receive 75% of Table Amount

If on Step 42 months and over, the employee shall receive 100% of Table Amount



K. Amend Article XXVI, **Prior Agreements**, as follows:

Replace "2001" with "2004 in Section 1.

L. Amend Article XXVII, **Duration**, as follows:

Replace the first paragraph with the following:

"This Agreement shall become effective April 5, 2009, and shall continue until 11:59 p.m., on April 6, 2013, at which time it will terminate unless extended by mutual agreement in writing prior to said termination date."

7. Appendices A, B, C, D, E, F, G, H, I and J of the 2004 Departmental Agreement shall continue in force and effect as Appendices A, B, C, D, E, F, G, H, I and J, respectively, to the 2009 Departmental Agreement, except for the changes and modifications set forth below:

A. Appendix A is amended as follows:

1. Effective the first pay period commencing ninety (90) days after ratification of the 2009 Labor Agreements, upgrade the Records Clerks in the Houston Bill Print Center to Computer Attendants.
2. Effective the first pay period commencing ninety (90) days after ratification of the 2009 Labor Agreements, upgrade the Senior Records Clerks and the Senior Reports Clerk in the San Antonio Payroll Customer Care group to Senior General Clerks.
3. Effective the first pay period commencing ninety (90) days after ratification of the 2009 Labor Agreements, upgrade the Advanced Computer Attendants in the St. Louis Service Desk group to Technical Assistance Center Administrators.
4. Effective the first pay period commencing ninety (90) days after ratification of the 2009 Labor Agreements, upgrade the Senior Records Clerks in the St. Louis Regulatory Accounting Division to Senior Accounting Clerks.

B. Appendix B is amended as follows:

1. The Company may create a leveraged job title, Leveraged Service Representative, in Appendix B for the Consumer and Business organizations with compensation paid under a leveraged compensation plan consisting of base pay and incentive pay. The Company may establish, modify and/or discontinue target incentive compensation plans, provided that any such plan shall be

consistent with this agreement. The maximum wage rate of the Leveraged Service Representative will be 60% of the maximum base wage rate of the Service Representative job title. The Leveraged Service Representative title will have a 36 month wage schedule with six month wage progression steps. In addition to base wages, employees in the Leveraged Service Representative title will be eligible for compensation under a target incentive compensation plan once they exceed 50% of their established targets. The target incentive dollar amount will be considered eligible compensation under any 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. The target incentive compensation plan will be capped at 300% of target incentive. Employees in initial training will be eligible to receive 100% of the target incentive amount during initial training and will be eligible to participate in the target incentive compensation plan beginning on the first of the next full month following release from initial training.

2. All Temporary Service Representatives referenced in the attachment provided to the Union may have the option to convert to Regular Full-Time employees in the Leveraged Service Representative title as soon as practicable, but no later than 90 days after ratification of the 2009 Labor Agreements. Any employees who do not want to convert to the Leveraged Service Representative title will remain as Temporary Service Representatives until they are work completed.
3. Service Representatives performing the same or similar job functions within the same work group as the Leveraged Service Representative title may choose to convert to the Leveraged Service Representative title and associated compensation plan. In addition, on a one-time basis and at the employee's request, the Company will retreat the employee to the employee's former title within six months of the conversion. Employees covered by the AT&T Pension Benefit Plan-Southwest Program who convert into the Leveraged Service Representative title will have their pension calculated using the Service Representative pension band.
4. In the event a force surplus condition occurs at any location in which the Leveraged Service Representatives are part of the same work group as Service Representatives performing the same or similar job functions, the titles will be pooled and considered as one surplus work group for purposes of declaring the surplus. If a Service Representative is declared surplus in the Force Adjustment

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Area where there are Leveraged Service Representatives, the Service Representative may displace a Leveraged Service Representative based on eligibility under Article XVII, Force Adjustment, Section 3. g., notwithstanding the same job title requirement in that section.

5. The Company will provide the Union a copy of the target incentive compensation plans applicable to the Leveraged Service Representative title and will provide, whenever practicable, at least ten days' advance notice to the Union prior to providing notice to employees related to any such changes.
6. A Leveraged Service Representative Sales Committee will be established to discuss the status of and suggestions regarding additional compensation and incentive plans. This committee will meet twice a year and will consist of no more than two representatives each from the Company and the Union. In addition, the committee will be co-chaired by a Consumer Manager and a CWA District 6 representative. The meeting place and time will be by mutual agreement. Normal meeting times should consist of one-day sessions not requiring an overnight stay. Union employee representatives on this committee shall suffer no loss in pay for time consumed in, and necessarily consumed in traveling to and from, meetings. The Company will reimburse employee representatives for the cost of round-trip coach airfare when necessary for attending face-to-face meetings.

C. Appendix D is amended as follows:

1. For the duration of the 2009 Labor Agreements, surplus employees who are assigned to Operator, Service Assistant, and Central Office Clerk openings will be assigned job titles on the following basis:
  - a. When staffed by existing employees whose period of Net Credited Service commenced prior to November 6, 1995, the appropriate Operating title will be assigned. If the assignments are from positions with higher rates of pay, such employees will receive a payout in accordance with the RPPP Payout Table in Article XVII, **Force Adjustment**, Section 4., of the 2009 Departmental Agreement.
  - b. When staffed by current employees whose period of Net Credited Service commenced subsequent to November 5, 1995, the Console Operator title and Central Office Assistant title, as appropriate, will continue to be assigned. If the

assignments are from positions with higher rates of pay, such employees will receive a payout in accordance with the Transition Allowance Table in Article XVII, **Force Adjustment**, of the 2009 Departmental Agreement if assigned after January 1, 2009.

2. For the duration of the 2009 Labor Agreements, the provisions of 1.a. and 1.b. above will be extended to non-surplus employees, except that RPPP and Transition Allowance provisions are not applicable.
3. Effective April 7, 2013, all Operator, Service Assistant, and Central Office Clerk openings will be assigned job titles on the following basis:
  - a. When staffed by employees who are on an Operating title, the appropriate Operating title will be assigned.
  - b. When staffed by new hires and by existing employees who are not on an Operating title, the Console Operator and Central Office Assistant titles, as appropriate, will be assigned.
4. The Company agrees to affirm its previous commitments regarding the use of the Console Operator title by forwarding a letter to the Union.
5. For the life of the 2009 Labor Agreements, the number of incumbents in the Console Operator title will not exceed 600, adjusted each month by the number of Operators who voluntarily retire during that month, beginning on September 1, 2000 and thereafter.

D. Appendix J is amended as follows:

1. In addition to the current job duties performed by Premises Technicians, the Company intends to:
  - a. Assign Premises Technicians all work from and including the Serving Terminal up to and including the customer premises for IP enabled products and services.
  - b. Assign Premises Technicians all work at or in the customer premises for all services regardless of the technology or equipment involved except:

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- Installation and maintenance work for TDM enabled voice service (POTS), including station and inside wire.
- Initial installation work for ATM enabled DSL service.

A Premises Technician may, however, perform any of this work from and including the serving terminal up to and including the customer premises if already dispatched to the premises for work not identified in bullets above.

The Premises Technicians will maintain ATM enabled DSL service at the customer premises and additionally will install and maintain all vertical or enhanced products or services at the customer premises.

2. Modify Appendix J as set forth in **ATTACHMENT E** hereto.
3. Any of the provisions in paragraph 6 of the expiring June 16, 2006 Memorandum of Agreement – Appendix J that are renewed in 2009 shall not apply to Appendix J. However, Appendix J employees will receive a COLA in 2012 if applicable.
4. Employees in Appendix J shall be eligible for the ATT@home concession program pursuant to the terms and conditions of that program. The Company reserves the right to change, amend or cancel this program, or its terms at its discretion.
5. The Company, at its discretion, may offer jobs in Appendix J titles to employees not in Appendix J through the 2009 Labor Agreements.
6. CWA further 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, CWA will not, on the basis of this Agreement or on the basis of any change in operations or practices 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 CWA are a single bargaining unit, or are or should be otherwise altered in their scope or composition. This commitment on the part of CWA will survive the expiration of this

Agreement, unless and until such time as this commitment is terminated by the mutual written agreement of the parties.

7. Except as noted in paragraph 8 below, effective April 5, 2009, Premises Technicians will receive a one-time, three dollars and twenty-five cents (\$3.25) per hour increase applied to all weekly wage steps. The retroactive wages from April 5, 2009, to the date of ratification will be paid as soon as practicable after ratification if the contract is ratified within 30 days of the parties' tentative agreement. If the contract is not ratified within 30 days of the parties' tentative agreement, then, notwithstanding any other provision herein, any wage increase effective April 5, 2009, shall be effective with ratification of the contract. Premises Technicians will receive a 2.75% increase to base wages effective May 1, 2012. The wage schedule will be modified to reflect this increase, exponentialized with no change in start rate.
8. Protected employees in Appendix J and surplus Core employees who transfer to Appendix J during the term of the 2009 Labor Agreements will have wages frozen at their current level until the Premises Technician wage schedule reaches the employee's current rate of pay. Until such time, these employees will not be eligible for any wage increases, or the three dollars and twenty-five cents (\$3.25) per hour increase to the Premises Technician wage schedule. The Company has provided the Union a list of current employees covered by this paragraph. Employees covered by this paragraph will not be entitled to a Reassignment Pay Protection Plan (RPPP) payment but will be required to submit a RPPP Request. Employees moved outside the Force Adjustment Area (FAA) will be required to submit a Surplus Return Request. Surplus employees covered by the 2009 Labor Agreements who are placed in a job title in Appendix J and who meet the eligibility requirements of the Employment Security Commitment (ESC) shall continue to be eligible for ESC if they are subsequently declared surplus while in the job title in Appendix J to which they have been placed as surplus.
9. A Customer Services Technician (CST) in Network I/M who is declared surplus in an exchange where U-verse is currently offered and who accepts a Premises Technician position in the same exchange will receive the wage treatment set forth in Paragraph 8 above. For the purposes of administering Article XVII, Force Adjustment, a job offer to a Premises Technician title for these employees is considered a lateral job offer. Notwithstanding any other provision in Article XVII, Force Adjustment, and if a surplus remains after the application of 3.h. in Article XVII, CSTs under this

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paragraph, in seniority order may elect to displace the least senior Premises Technician who is junior to the CST in the same exchange. CSTs covered by this paragraph must be satisfactory in attendance and performance to displace a Premises Technician or transfer into Appendix J.

Note A: If during any subsequent application of paragraph 3.g. in Article XVII, a surplus CST displaces a junior CST in the FAA, the displaced CST, before layoff, may displace a less senior Premises Technician in the original Surplus exchange.

Note B: If a Premises Technician is displaced, the Company at its discretion may elect to retain the Premises Technician. If the Company elects not to retain that employee, the employee will be treated under the Force Adjustment provisions in Appendix J.

10. The Company, at its discretion, may offer employees identified as surplus under the 2009 Labor Agreements jobs in Appendix J job titles through the 2009 Labor Agreements force adjustment/surplus process. Any job offer to a job title within Appendix J will meet the commitment of a guaranteed job offer under the Employment Security Commitment.
11. The following provisions of the 2009 Labor Agreements shall continue to apply to protected employees in Appendix J and surplus Core employees who transfer to Appendix J during the term of the 2009 Labor Agreements in lieu of any otherwise applicable provisions of Appendix J while they remain in the position in which they are placed:
  - a. Overtime and premium pay – Article IV, Section 4;
  - b. Illness absence treatment – Article XI, Section 5;
  - c. Shift and differential treatment – Article IV, Section 6;
  - d. Recognized holidays – Article VIII;
  - e. Excused work days – Article X;
  - f. Vacation – Article IX;
  - g. Force Adjustment – Article XVII; and
  - h. Severance Payments – Article XVIII.



All surplus full-time employees who move into Appendix J shall continue to be scheduled at least forty (40) hours in a calendar week. Notwithstanding any other provision in the 2009 Labor Agreements, all other employees in Appendix J shall be scheduled subject to the needs of the business as determined by Management and according to applicable requirements set forth in Appendix J; no other provisions of the 2009 Labor Agreements except those expressly set forth in Appendix J shall apply to work scheduling of such employees.

12. In the event of any conflict between the terms of any labor agreement between CWA and the Company and Appendix J, the terms of Appendix J shall control.
13. The Company and the Union will establish a committee creating a forum for the Union to provide input into and discuss the performance aspects of a Premises Technician's job duties including but not limited to productivity, quality, sales, customer experience, and safety. This committee will be established within 60 days of contract ratification and will be comprised of one Union representative per LFO District, but not to exceed four representatives. The committee will be co-chaired by a Director of U-verse Field Operations and a CWA District 6 representative. This committee will meet as determined by mutual agreement of the co-chairs. The Company will reimburse employee representatives for the cost of round-trip coach airfare when necessary for attending face-to-face meetings.

Appendix J shall be further amended to include the following language:

**"1.01 CLASSIFICATION**

Premises Technician

1.02 Wage Schedules for job titles shown in paragraph 1.01 preceding, shall be applied in accordance with Sections 1. and 2. of the Basis of Compensation Supplemental Statement set forth in this Appendix."

8. The 2004 Agreement of General Application entered into between the parties and effective April 4, 2004, shall continue in force and effect, except as modified by this Settlement Agreement, and shall be known as the 2009 Agreement of General Application.

- A. The 2009 Agreement of General Application shall include the following articles:



<u>Article</u>	<u>Title</u>
I.	COLLECTIVE BARGAINING PROCEDURE
II.	SERVICE INTERRUPTION
III.	UNUSUAL GRIEVANCES
IV.	ARBITRATION
V.	EXPEDITED ARBITRATION
VI.	LEAVES OF ABSENCE FOR UNION REPRESENTATIVES ON UNION BUSINESS
VII.	PENSIONS, DISABILITY BENEFITS, AND DEATH BENEFITS
VIII.	RESPONSIBLE UNION-COMPANY RELATIONSHIP
IX.	NONDISCRIMINATION
X.	TECHNOLOGY CHANGE
XI.	COMMON INTEREST FORUMS
XII.	TRAINING/RETRAINING
XIII.	PRIOR AGREEMENT
XIV.	DURATION

- B. Amend Article VI, **Leaves of Absence for Union Representatives on Union Business**, as follows:

Section 3, paragraph a is amended as follows:

Replace “one hundred and twenty (120)” with “one hundred and forty-five (145).”

- C. Amend Article XIII, **Prior Agreements**, as follows:

Change “2001” to read “2004”

- D. Amend Article XIV, **Duration**, as follows:

Replace the entire paragraph with the following:

"This Agreement shall become effective April 5, 2009, and shall continue until 11:59 p.m. on April 6, 2013, at which time it will terminate, unless extended by mutual agreement in writing prior to said termination date."

9. The parties agree to amend the Motor Vehicle Usage Program as follows:

- A. Add a new last sentence to paragraph 1 as follows:

"The Company will administer the Motor Vehicle Usage Program based on this agreement and the 'Home Dispatch: Technician Course.'"

- B. Add a new paragraph 8 to read as follows:

"8. Employees participating in the Motor Vehicle Usage Program may be subject to removal from the Program on an individual basis for any reason. Any employee participating in the Program shall have the right to arbitrate the issue of just cause for such removal. Only the issue of just cause shall be subject to arbitration, not whether the Company has the right to remove the employee or set productivity standards."

10. The parties agree to amend the Memorandum of Agreement on employees entering active military duty, appearing after the Agreement of General Application, as follows:

Replace the introductory paragraph in Section I, Leave of Absence, with the following:

"A leave of absence will be granted to any employee, excluding occasional employees, leaving a position to enter active duty in the armed forces who:"

11. The parties agree to implement the Memorandum of Agreement – National Transfer Plan, set forth in **ATTACHMENT F** hereto.

- A. The Company agrees to modify the current external job posting system to provide for employees who choose to participate in the attached National Transfer Plan as an IMF or CSE participant as follows:

- Positions will advertise in the system for a minimum of seven (7) calendar days.
- Employees will have the ability to indicate their interest in the position as an IMF or CSE candidate via the online system.



- The system will be accessible to employees from both inside and outside of the AT&T firewall.
  - Employees will have the ability to contact the regional employment office to determine the status of a position for which they indicated interest.
- B. The Company commits that the above noted modifications will be completed as soon as possible but no later than June 1, 2010. Furthermore, during the development of the system the Company agrees to host periodic calls with representatives from the CWA Districts and C&T Staffs to discuss the implementation status and system roll out.
- C. Until agreed to and ratified by C&T and the CWA Districts participating in 2009 Core Collective Bargaining, those bargaining units will not be eligible to participate in the National Transfer Plan.
12. The parties agree to renew the Memorandum of Agreement – Employment Security Commitment (ESC), as set forth in **ATTACHMENT G** hereto. This Agreement will continue to apply only to regular employees who were on the payroll on July 1, 2004. The Company agrees not to suspend the ESC for the life of the 2009 Labor Agreements.
13. The parties agree to implement the Memorandum of Agreement – Extended Employment Opportunity Period, as set forth in **ATTACHMENT H** hereto. This Agreement will apply to employees hired as Regular after July 1, 2004 but prior to April 5, 2009. The Company agrees not to suspend the Extended Employment Opportunity Period for the life of the 2009 Labor Agreements.
14. Certain Temporary employees will be treated as set forth in **ATTACHMENT I** hereto.
15. Effective with ratification of the 2009 Labor Agreements, the Company will give priority consideration before off-street hires to former Temporary employees.
16. The parties agree to renew the Memorandum of Agreement – Informal Surplus, set forth in **ATTACHMENT J** hereto.
17. The parties agree to renew the Strategic Alliance Agreement, set forth in **ATTACHMENT K** hereto, for the duration of the 2009 Labor Agreements.
18. The parties agree to renew the Statement of Renewed Commitment, set forth in **ATTACHMENT L** hereto, for the duration of the 2009 Labor Agreements.

19. The Company agrees to renew the reimbursement of retired CWA Union Presidents or their retired designee for travel and associated expenses to attend Strategic Alliance Standing Joint Committees and Common Interest Forum meetings for the life of the 2009 Labor Agreements.

20. The parties agree to renew the Memorandum of Agreement – CWA Internal Appeal Process, set forth in **ATTACHMENT M** hereto.

21. The Company agrees to enter into the Memorandum of Agreement – Presidential Council, set forth in **ATTACHMENT N** hereto, only to the extent it is agreed upon and ratified, without modification, by all applicable CWA districts, C&T and companies involved in 2009 Core Collective Bargaining. Upon ratification, the Memorandum of Agreement – Presidential Council will be administered on a national basis by the CWA and AT&T.

22. The parties agree to renew the Memorandum of Agreement – Card Check, set forth in **ATTACHMENT O** hereto, only to the extent it is agreed upon and ratified, without modification, by all applicable CWA districts, CWA C&T, and companies involved in 2009 Core Collective Bargaining. Upon ratification, the Card Check agreement will be administered on a national basis by the CWA and AT&T.

23. When possible the Senior Manager will notify CWA leadership at least thirty (30) days in advance of contracting work which is not then being, or has not recently been, performed by contractors in the Senior Manager's geographic scope of responsibility involving work directly related to the network. This notification will include:

- A. A description of the work to be contracted out.
- B. The location(s) where contracting will occur (city and state).
- C. The reason why the Company determined that the use of overtime in lieu of contracting is not feasible.
- D. When the new contracting will commence and the expected duration.
- E. If possible, an estimate of the number of personnel involved in the new contracting efforts.

24. The Company and Union will reinstate an ad hoc committee under the auspices of the Executive Council of the Strategic Alliance to review work identified by the Company or Union which is being contracted out. The focus shall be to:

- A. Afford the Union the opportunity to suggest ways to use the Bargaining Unit members to do the contracted out work.



- B. Give the Company the opportunity to receive input from the Union on how to jointly find practical and effective ways in which to meet cost and completion objectives of the business.

25. Within 30 days of ratification of the 2009 Labor Agreements, and each quarter thereafter for the life of the contract, the Company agrees to promote the CWA/NETT Academy training program as an available option under the Training/Retraining program.

26. The parties agree that effective with ratification, and for the duration of the 2009 Labor Agreements, the Company will assign two (2) employees to interface with and assist the Union in resolving benefit issues experienced by Union members. The CWA will select employees from the Bargaining Unit who have demonstrated the skills, abilities and experience necessary to perform the duties of this position. The employees will be located at a place to be agreed upon by the Company and the Union. The June 22, 2003 Letter of Agreement relating to this position will remain in effect.

27. The parties agree to renew the Memorandum of Agreement – Military Leave of Absence for Executive Order, set forth in **ATTACHMENT P** hereto.

28. The parties agree to renew the Memorandum of Agreement – Service Leader, set forth in **ATTACHMENT Q** hereto.

29. The parties agree to renew the Memorandum of Agreement – Recovery of Wage or Benefits Overpayments, set forth in **ATTACHMENT R** hereto.

30. The parties agree to renew the Memorandum of Agreement – Facilities Locate Work, set forth in **ATTACHMENT S** hereto.

31. The parties agree to renew the Recommendations of the ad hoc Committee on Good Jobs in 8 and Global Positioning System for the duration of the 2009 Labor Agreements. This agreement shall not apply to employees in Appendix J of the 2009 Labor Agreements.

32. The parties agree to renew the Memorandum of Agreement – Four-Day Work Week, set forth in **ATTACHMENT T** hereto.

33. The parties agree to renew the Recommendations of the Revenue Management Representative Working Group for the duration of the 2009 Labor Agreements.

34. The parties agree to renew the Operator Services Task Force Recommendations for the duration of the 2009 Labor Agreements.

35. The parties agree to renew the Recommendations of the Communications Consultant Joint Leadership Forum for the duration of the 2009 Labor Agreements.

36. The parties agree to renew the October 17, 2002 Joint Agreements of the Service Representative Review Committee for the duration of the 2009 Labor Agreements.

37. The prohibition against Decision Making Leaves (DMLs) and dismissals of Service Representatives solely for adherence performance, agreed to during 1998 Bargaining, and subsequently extended, will remain in effect through the life of the 2009 Labor Agreements.

38. The parties agree to renew the November 2008 Recommendations of the ad hoc Committee on Two Hour Notification for the duration of the 2009 Labor Agreements.

39. The parties agree to renew the Memorandum of Agreement – Hometown Job Security Commitment, set forth in **ATTACHMENT U** hereto.

40. The parties agree to renew the Memorandum of Agreement - Monitoring, set forth in **ATTACHMENT V** hereto.

41. The parties agree to renew the Memorandum of Agreement – Vacation Portability, set forth in **ATTACHMENT W** hereto.

42. The parties agree to renew the Memorandum of Agreement – Modified Procedures for Expedited Arbitration, set forth in **ATTACHMENT X** hereto.

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The Company and Union execute this Settlement Agreement by their duly authorized officers and representatives as of the day and year above written.

**FOR THE UNION:**

By: Andy Milburn  
Andy Milburn  
Vice President, District 6

**FOR THE COMPANY:**

By: Joe Croci  
Joe Croci  
Vice President-Labor Relations

Approved By:

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Larry Cohen, President  
Communications Workers of America

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**APPENDIX A**

**WAGE PROGRESSION SCHEDULES  
GRAPHICS AND DRAFTING CLASSIFICATION**

Basic Wage Rates for Normal Work Week

**GRAPHICS SPECIALIST - A**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$239.00	\$239.00	\$239.00	\$239.00	\$239.00
After 6 Months	\$281.00	\$281.50	\$282.50	\$283.50	\$284.50
" 12 "	\$330.00	\$332.00	\$334.50	\$336.50	\$339.00
" 18 "	\$386.50	\$391.00	\$395.50	\$399.50	\$403.50
" 24 "	\$453.50	\$460.50	\$467.50	\$474.00	\$480.50
" 30 "	\$532.50	\$543.00	\$553.00	\$562.50	\$572.00
" 36 "	\$625.50	\$639.50	\$654.00	\$667.00	\$681.00
" 42 "	\$734.50	\$753.50	\$773.50	\$791.50	\$811.00
" 48 "	\$862.00	\$888.00	\$914.50	\$939.50	\$965.50
Pension Band	108	108	108	108	108

Present -- Effective 4/06/08

**APPENDIX B**

**WAGE PROGRESSION SCHEDULES  
CONTACT CLASSIFICATIONS**

Basic Wage Rates for Normal Work Week

**BUSINESS REPRESENTATIVE GROUP**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$290.00	\$290.00	\$290.00	\$290.00	\$290.00
After 6 Months	\$333.50	\$334.00	\$335.00	\$336.00	\$337.00
" 12 "	\$382.00	\$384.50	\$387.00	\$389.00	\$391.00
" 18 "	\$439.50	\$443.00	\$447.00	\$450.50	\$454.00
" 24 "	\$504.50	\$510.00	\$516.00	\$522.00	\$527.50
" 30 "	\$579.50	\$587.50	\$596.50	\$604.50	\$612.50
" 36 "	\$665.50	\$676.50	\$688.50	\$700.00	\$711.50
" 42 "	\$763.50	\$779.50	\$795.50	\$810.50	\$826.00
" 48 "	\$876.50	\$897.50	\$919.00	\$939.00	\$959.50
" 54 "	\$1,006.00	\$1,033.50	\$1,061.50	\$1,087.50	\$1,114.00
" 60 "	\$1,156.00	\$1,190.50	\$1,226.00	\$1,259.50	\$1,294.00
Pension Band	119	119	119	119	119

**COIN COUNTER**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$273.50	\$273.50	\$273.50	\$273.50	\$273.50
After 6 Months	\$313.00	\$314.50	\$315.50	\$316.50	\$317.50
" 12 "	\$360.00	\$362.00	\$364.00	\$366.00	\$368.00
" 18 "	\$413.50	\$416.50	\$420.50	\$423.50	\$427.00
" 24 "	\$473.50	\$479.00	\$485.00	\$490.00	\$495.50
" 30 "	\$542.50	\$551.50	\$559.50	\$567.50	\$575.00
" 36 "	\$623.50	\$634.50	\$646.00	\$656.50	\$667.00
" 42 "	\$714.50	\$730.00	\$745.00	\$759.50	\$774.00
" 48 "	\$820.50	\$839.50	\$860.00	\$878.50	\$898.00
" 54 "	\$940.00	\$966.00	\$992.00	\$1,017.00	\$1,042.00
" 60 "	\$1,079.00	\$1,111.50	\$1,145.00	\$1,176.50	\$1,209.00
Pension Band	116	116	116	116	116

(Continued on next page)

Present -- Effective 4/06/08

**APPENDIX B**

**COMMUNICATIONS CONSULTANT**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$303.00	\$303.00	\$303.00	\$303.00	\$303.00
After 6 Months	\$349.00	\$351.00	\$352.00	\$353.00	\$354.00
" 12 "	\$403.00	\$406.50	\$409.00	\$411.00	\$413.50
" 18 "	\$465.00	\$470.50	\$475.00	\$478.50	\$482.50
" 24 "	\$538.00	\$545.00	\$551.50	\$557.50	\$563.50
" 30 "	\$621.50	\$631.00	\$640.50	\$649.50	\$658.00
" 36 "	\$716.50	\$731.00	\$744.00	\$756.50	\$768.50
" 42 "	\$828.00	\$846.50	\$864.50	\$881.00	\$898.00
" 48 "	\$957.00	\$980.50	\$1,004.00	\$1,026.00	\$1,048.50
" 54 "	\$1,105.50	\$1,135.50	\$1,166.00	\$1,195.00	\$1,224.50
" 60 "	\$1,276.50	\$1,315.00	\$1,354.50	\$1,391.50	\$1,430.00
Pension Band	123	123	123	123	123

**CUSTOMER CLERK**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$239.00	\$239.00	\$239.00	\$239.00	\$239.00
After 6 Months	\$279.50	\$280.00	\$281.00	\$282.00	\$283.00
" 12 "	\$326.00	\$328.50	\$331.00	\$333.00	\$335.50
" 18 "	\$380.00	\$385.00	\$389.00	\$393.00	\$397.00
" 24 "	\$444.50	\$451.00	\$458.00	\$464.00	\$470.50
" 30 "	\$518.50	\$529.00	\$538.50	\$548.00	\$557.00
" 36 "	\$605.50	\$620.00	\$633.50	\$646.50	\$660.00
" 42 "	\$708.50	\$726.50	\$745.50	\$763.50	\$782.00
" 48 "	\$826.50	\$851.50	\$877.00	\$901.00	\$926.00
Pension Band	107	107	107	107	107

(Continued on next page)

Present -- Effective 4/06/08

**APPENDIX B**

**CUSTOMER REPRESENTATIVE GROUP**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$295.50	\$295.50	\$295.50	\$295.50	\$295.50
After 6 Months	\$340.00	\$341.00	\$342.00	\$343.00	\$344.00
" 12 "	\$392.50	\$393.50	\$396.00	\$398.00	\$400.50
" 18 "	\$450.50	\$454.50	\$458.50	\$462.00	\$466.00
" 24 "	\$518.50	\$524.50	\$530.50	\$536.50	\$542.50
" 30 "	\$597.00	\$605.50	\$614.50	\$623.00	\$631.50
" 36 "	\$687.50	\$699.00	\$711.50	\$723.00	\$734.50
" 42 "	\$790.50	\$806.50	\$823.50	\$839.00	\$855.00
" 48 "	\$910.00	\$931.00	\$953.00	\$974.00	\$995.50
" 54 "	\$1,047.00	\$1,074.50	\$1,103.50	\$1,130.50	\$1,158.50
" 60 "	\$1,204.50	\$1,240.50	\$1,277.50	\$1,312.50	\$1,348.50
Pension Band	120	120	120	120	120

**CUSTOMER SERVICE REPRESENTATIVE II**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$276.50	\$276.50	\$276.50	\$276.50	\$276.50
After 6 Months	\$320.00	\$321.00	\$322.00	\$323.00	\$324.00
" 12 "	\$371.50	\$373.00	\$375.50	\$377.50	\$379.50
" 18 "	\$429.50	\$433.50	\$437.50	\$441.00	\$444.50
" 24 "	\$498.00	\$503.50	\$509.50	\$515.00	\$520.50
" 30 "	\$576.00	\$585.00	\$593.50	\$601.50	\$610.00
" 36 "	\$667.50	\$679.50	\$691.50	\$703.00	\$714.50
" 42 "	\$774.00	\$789.00	\$805.50	\$821.00	\$837.00
" 48 "	\$895.00	\$916.50	\$938.50	\$959.00	\$980.00
" 54 "	\$1,036.50	\$1,065.00	\$1,093.50	\$1,120.50	\$1,148.00
" 60 "	\$1,201.00	\$1,237.00	\$1,274.00	\$1,309.00	\$1,345.00
Pension Band	120	120	120	120	120

(Continued on next page)

Present -- Effective 4/06/08

*B.RK*

**APPENDIX B**

**CUSTOMER SERVICES SPECIALIST**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$245.00	\$245.00	\$245.00	\$245.00	\$245.00
After 6 Months	\$288.00	\$289.50	\$290.50	\$291.50	\$292.50
" 12 "	\$338.50	\$341.50	\$344.00	\$346.50	\$349.00
" 18 "	\$399.00	\$403.50	\$408.00	\$412.00	\$416.50
" 24 "	\$470.00	\$476.50	\$483.50	\$490.00	\$497.00
" 30 "	\$552.00	\$562.50	\$573.00	\$583.00	\$593.00
" 36 "	\$650.00	\$664.50	\$679.50	\$693.00	\$707.50
" 42 "	\$764.50	\$784.50	\$805.50	\$824.50	\$844.50
" 48 "	\$899.50	\$926.50	\$954.50	\$980.50	\$1,007.50
Pension Band	110	110	110	110	110

**HEAD SERVICE REPRESENTATIVE**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$274.00	\$274.00	\$274.00	\$274.00	\$274.00
After 6 Months	\$324.00	\$325.50	\$326.50	\$327.50	\$329.00
" 12 "	\$383.00	\$386.50	\$389.50	\$392.00	\$394.50
" 18 "	\$453.50	\$459.00	\$464.00	\$468.50	\$473.50
" 24 "	\$536.50	\$545.00	\$553.00	\$560.50	\$568.00
" 30 "	\$634.00	\$647.00	\$659.00	\$670.50	\$681.50
" 36 "	\$752.00	\$768.50	\$785.50	\$801.50	\$818.00
" 42 "	\$889.50	\$912.50	\$936.50	\$958.50	\$981.50
" 48 "	\$1,052.00	\$1,083.50	\$1,116.00	\$1,146.50	\$1,178.00
Pension Band	115	115	115	115	115

(Continued on next page)

Present -- Effective 4/06/08

**APPENDIX B**

**LEVERAGED SERVICE REPRESENTATIVE**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	N/A	\$400.00	\$400.00	\$400.00	\$400.00
After 6 Months	N/A	\$430.00	\$432.50	\$434.50	\$436.00
" 12 "	N/A	\$462.50	\$467.00	\$471.50	\$475.50
" 18 "	N/A	\$497.50	\$505.00	\$512.00	\$519.00
" 24 "	N/A	\$535.00	\$546.00	\$555.50	\$566.00
" 30 "	N/A	\$575.50	\$590.00	\$603.50	\$617.00
" 36 "	N/A	\$619.00	\$637.50	\$655.00	\$673.00
Pension Band	N/A	113	113	113	113

**MARKETING OPERATIONS GROUP**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$310.00	\$310.00	\$310.00	\$310.00	\$310.00
After 6 Months	\$352.50	\$354.00	\$355.00	\$356.50	\$357.50
" 12 "	\$401.00	\$404.00	\$407.00	\$409.50	\$412.50
" 18 "	\$455.50	\$461.00	\$466.00	\$471.00	\$476.00
" 24 "	\$518.00	\$526.00	\$534.00	\$541.50	\$549.00
" 30 "	\$589.00	\$600.50	\$612.00	\$622.50	\$633.00
" 36 "	\$671.00	\$685.50	\$701.00	\$715.50	\$730.00
" 42 "	\$762.50	\$782.50	\$803.00	\$822.50	\$842.00
" 48 "	\$867.00	\$893.00	\$920.00	\$945.50	\$971.50
Pension Band	109	109	109	109	109

(Continued on next page)

Present -- Effective 4/06/08



**APPENDIX B**

**REVENUE MANAGEMENT REPRESENTATIVE**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$239.00	\$239.00	\$239.00	\$239.00	\$239.00
After 6 Months	\$282.50	\$283.00	\$284.50	\$285.00	\$286.00
" 12 "	\$333.50	\$335.50	\$338.00	\$340.50	\$343.00
" 18 "	\$393.50	\$397.50	\$402.00	\$406.50	\$410.50
" 24 "	\$464.00	\$471.50	\$478.50	\$485.00	\$491.50
" 30 "	\$548.50	\$558.50	\$569.00	\$579.00	\$588.50
" 36 "	\$647.50	\$662.00	\$677.00	\$691.00	\$705.00
" 42 "	\$764.50	\$784.50	\$805.00	\$824.50	\$844.00
" 48 "	\$902.50	\$929.50	\$957.50	\$984.00	\$1,011.00
Pension Band	110	110	110	110	110

**SALES CLERK**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$239.00	\$239.00	\$239.00	\$239.00	\$239.00
After 6 Months	\$263.00	\$263.50	\$264.50	\$265.50	\$266.50
" 12 "	\$288.50	\$291.00	\$293.00	\$295.00	\$297.00
" 18 "	\$317.50	\$321.00	\$324.50	\$328.00	\$331.50
" 24 "	\$349.00	\$354.00	\$359.50	\$364.50	\$369.50
" 30 "	\$383.00	\$391.00	\$398.00	\$405.00	\$412.00
" 36 "	\$421.50	\$431.00	\$441.00	\$450.00	\$459.50
" 42 "	\$463.00	\$476.00	\$488.50	\$500.50	\$512.50
" 48 "	\$509.50	\$525.00	\$541.00	\$556.00	\$571.50
Pension Band	96	96	96	96	96

(Continued on next page)

Present -- Effective 4/06/08

**APPENDIX B**

**SERVICE REPRESENTATIVE GROUP**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$250.50	\$250.50	\$250.50	\$250.50	\$250.50
After 6 Months	\$297.00	\$299.00	\$300.00	\$301.00	\$302.00
" 12 "	\$353.50	\$357.00	\$359.50	\$362.00	\$364.50
" 18 "	\$421.00	\$426.00	\$430.50	\$435.00	\$439.50
" 24 "	\$500.50	\$508.50	\$516.00	\$523.00	\$530.00
" 30 "	\$596.00	\$607.00	\$618.00	\$628.50	\$639.50
" 36 "	\$709.00	\$724.50	\$740.50	\$755.50	\$771.50
" 42 "	\$843.00	\$864.50	\$887.50	\$908.50	\$930.00
" 48 "	\$1,002.00	\$1,032.00	\$1,063.00	\$1,092.00	\$1,122.00
Pension Band	113	113	113	113	113

**TELLER**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$239.00	\$239.00	\$239.00	\$239.00	\$239.00
After 6 Months	\$279.50	\$280.00	\$281.00	\$282.00	\$283.00
" 12 "	\$326.00	\$328.50	\$331.00	\$333.00	\$335.50
" 18 "	\$380.00	\$385.00	\$389.00	\$393.00	\$397.00
" 24 "	\$444.50	\$451.00	\$458.00	\$464.00	\$470.50
" 30 "	\$518.50	\$529.00	\$538.50	\$548.00	\$557.00
" 36 "	\$605.50	\$620.00	\$633.50	\$646.50	\$660.00
" 42 "	\$708.50	\$726.50	\$745.50	\$763.50	\$782.00
" 48 "	\$826.50	\$851.50	\$877.00	\$901.00	\$926.00
Pension Band	107	107	107	107	107

Present -- Effective 4/06/08

*B.RK*

**APPENDIX B**

**WAGE PROGRESSION SCHEDULES  
GRAPHICS AND DRAFTING CLASSIFICATION**

Basic Wage Rates for Normal Work Week

**GRAPHICS SPECIALIST - B**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$239.00	\$239.00	\$239.00	\$239.00	\$239.00
After 6 Months	\$281.00	\$281.50	\$282.50	\$283.50	\$284.50
" 12 "	\$330.00	\$332.00	\$334.50	\$336.50	\$339.00
" 18 "	\$386.50	\$391.00	\$395.50	\$399.50	\$403.50
" 24 "	\$453.50	\$460.50	\$467.50	\$474.00	\$480.50
" 30 "	\$532.50	\$543.00	\$553.00	\$562.50	\$572.00
" 36 "	\$625.50	\$639.50	\$654.00	\$667.00	\$681.00
" 42 "	\$734.50	\$753.50	\$773.50	\$791.50	\$811.00
" 48 "	\$862.00	\$888.00	\$914.50	\$939.50	\$965.50
Pension Band	108	108	108	108	108

Present -- Effective 4/06/08

**APPENDIX C**

**WAGE PROGRESSION SCHEDULES  
CRAFT CLASSIFICATIONS**

Basic Wage Rates for Normal Work Week

**GROUP 1**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$276.50	\$276.50	\$276.50	\$276.50	\$276.50
After 6 Months	\$320.00	\$321.00	\$322.00	\$323.00	\$324.00
" 12 "	\$371.50	\$373.00	\$375.50	\$377.50	\$379.50
" 18 "	\$429.50	\$433.50	\$437.50	\$441.00	\$444.50
" 24 "	\$498.00	\$503.50	\$509.50	\$515.00	\$520.50
" 30 "	\$576.00	\$585.00	\$593.50	\$601.50	\$610.00
" 36 "	\$667.50	\$679.50	\$691.50	\$703.00	\$714.50
" 42 "	\$774.00	\$789.00	\$805.50	\$821.00	\$837.00
" 48 "	\$895.00	\$916.50	\$938.50	\$959.00	\$980.00
" 54 "	\$1,036.50	\$1,065.00	\$1,093.50	\$1,120.50	\$1,148.00
" 60 "	\$1,201.00	\$1,237.00	\$1,274.00	\$1,309.00	\$1,345.00
Pension Band	120	120	120	120	120

**GROUP 2**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$276.50	\$276.50	\$276.50	\$276.50	\$276.50
After 6 Months	\$319.00	\$320.00	\$321.00	\$322.00	\$323.00
" 12 "	\$368.50	\$370.50	\$372.50	\$374.50	\$377.00
" 18 "	\$425.50	\$429.00	\$432.50	\$436.50	\$440.00
" 24 "	\$490.50	\$496.50	\$502.50	\$508.00	\$513.50
" 30 "	\$566.00	\$574.50	\$583.50	\$591.50	\$599.50
" 36 "	\$653.50	\$665.50	\$677.00	\$688.50	\$700.00
" 42 "	\$755.00	\$770.00	\$786.50	\$801.50	\$817.00
" 48 "	\$870.50	\$891.50	\$913.00	\$933.00	\$953.50
" 54 "	\$1,004.50	\$1,032.00	\$1,060.00	\$1,086.00	\$1,113.00
" 60 "	\$1,159.50	\$1,194.50	\$1,230.50	\$1,264.50	\$1,299.50
Pension Band	119	119	119	119	119

(Continued on next page)

Present -- Effective 4/06/08



**APPENDIX C**

**GROUP 2A**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$276.50	\$276.50	\$276.50	\$276.50	\$276.50
After 6 Months	\$319.00	\$321.00	\$322.00	\$323.00	\$324.00
" 12 "	\$368.50	\$372.50	\$375.00	\$377.50	\$379.50
" 18 "	\$425.50	\$432.50	\$437.00	\$441.00	\$445.00
" 24 "	\$490.50	\$502.00	\$509.00	\$515.00	\$521.50
" 30 "	\$566.00	\$583.00	\$592.50	\$601.50	\$611.00
" 36 "	\$653.50	\$676.50	\$690.00	\$703.00	\$715.50
" 42 "	\$755.00	\$785.50	\$804.00	\$821.00	\$838.50
" 48 "	\$870.50	\$912.00	\$936.50	\$959.00	\$982.50
" 54 "	\$1,027.50	\$1,058.50	\$1,090.50	\$1,120.50	\$1,151.50
<b>Pension Band</b>	<b>114</b>	<b>114</b>	<b>114</b>	<b>114</b>	<b>114</b>

Present -- Effective 4/06/08

**APPENDIX C**

**WAGE PROGRESSION SCHEDULES  
NONCRAFT CLASSIFICATIONS**

Basic Wage Rates for Normal Work Week

**AIR CONDITIONING SPECIALIST AND  
MOTOR EQUIPMENT INSPECTOR MAINTAINER**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$276.50	\$276.50	\$276.50	\$276.50	\$276.50
After 6 Months	\$319.50	\$321.00	\$322.00	\$323.00	\$323.50
" 12 "	\$371.00	\$372.50	\$374.50	\$377.00	\$379.00
" 18 "	\$428.50	\$432.50	\$436.00	\$440.00	\$443.50
" 24 "	\$496.00	\$502.00	\$508.00	\$513.50	\$519.00
" 30 "	\$574.00	\$582.50	\$591.00	\$599.50	\$607.50
" 36 "	\$665.00	\$676.00	\$688.00	\$699.50	\$711.00
" 42 "	\$768.50	\$784.50	\$801.00	\$816.50	\$832.00
" 48 "	\$890.00	\$911.00	\$932.50	\$953.50	\$974.00
" 54 "	\$1,029.50	\$1,057.00	\$1,086.00	\$1,113.00	\$1,140.00
" 60 "	\$1,191.50	\$1,227.00	\$1,264.00	\$1,299.00	\$1,334.50
Pension Band	120	120	120	120	120

**ASSISTANT CUSTOMER SERVICE TECHNICIAN**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$261.50	\$261.50	\$261.50	\$261.50	\$261.50
After 6 Months	\$295.50	\$297.50	\$298.50	\$299.50	\$300.50
" 12 "	\$335.50	\$338.50	\$341.00	\$343.50	\$345.50
" 18 "	\$380.00	\$385.00	\$389.50	\$393.50	\$397.50
" 24 "	\$431.00	\$438.00	\$444.50	\$450.50	\$457.00
" 30 "	\$488.50	\$498.00	\$507.50	\$516.50	\$525.00
" 36 "	\$554.00	\$567.00	\$579.50	\$591.50	\$604.00
" 42 "	\$628.00	\$645.00	\$661.50	\$677.50	\$694.00
" 48 "	\$712.00	\$733.50	\$755.50	\$776.50	\$798.00
Pension Band	103	103	103	103	103

(Continued on next page)

Present -- Effective 4/06/08



**APPENDIX C**

**BUILDING MAINTAINER AND GARAGE ATTENDANT**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$239.00	\$239.00	\$239.00	\$239.00	\$239.00
After 6 Months	\$275.50	\$276.00	\$277.00	\$278.00	\$279.00
" 12 "	\$317.00	\$319.00	\$321.50	\$324.00	\$326.00
" 18 "	\$364.50	\$369.00	\$373.00	\$377.00	\$380.50
" 24 "	\$420.00	\$426.50	\$432.50	\$438.50	\$444.50
" 30 "	\$484.00	\$492.50	\$502.00	\$510.50	\$519.00
" 36 "	\$557.50	\$569.50	\$582.50	\$594.00	\$606.50
" 42 "	\$641.50	\$658.00	\$675.50	\$691.50	\$708.00
" 48 "	\$738.50	\$760.50	\$783.50	\$805.00	\$827.00
Pension Band	104	104	104	104	104

**BUILDING MECHANIC**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$273.00	\$273.00	\$273.00	\$273.00	\$273.00
After 6 Months	\$313.00	\$315.00	\$316.00	\$317.00	\$318.00
" 12 "	\$361.50	\$363.50	\$366.00	\$368.00	\$370.00
" 18 "	\$416.00	\$420.00	\$423.50	\$427.00	\$430.50
" 24 "	\$478.00	\$484.50	\$490.50	\$495.50	\$501.00
" 30 "	\$551.00	\$559.50	\$567.50	\$575.50	\$583.50
" 36 "	\$633.00	\$645.50	\$657.00	\$668.00	\$679.00
" 42 "	\$730.00	\$745.00	\$761.00	\$775.50	\$790.50
" 48 "	\$840.50	\$860.00	\$881.00	\$900.00	\$920.00
" 54 "	\$966.00	\$993.00	\$1,019.50	\$1,045.00	\$1,071.00
" 60 "	\$1,112.50	\$1,146.00	\$1,180.50	\$1,213.00	\$1,246.50
Pension Band	117	117	117	117	117

(Continued on next page)

Present -- Effective 4/06/08

**APPENDIX C**

**CAD TECHNICAL SPECIALIST**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$239.00	\$239.00	\$239.00	\$239.00	\$239.00
After 6 Months	\$282.00	\$282.50	\$283.50	\$284.50	\$285.50
" 12 "	\$331.50	\$334.00	\$336.50	\$338.50	\$341.00
" 18 "	\$391.00	\$394.50	\$399.00	\$403.00	\$407.50
" 24 "	\$460.00	\$466.50	\$473.50	\$480.00	\$486.50
" 30 "	\$541.00	\$551.50	\$561.50	\$571.50	\$581.00
" 36 "	\$637.50	\$651.50	\$666.50	\$680.00	\$694.00
" 42 "	\$750.50	\$770.50	\$790.50	\$810.00	\$829.00
" 48 "	\$884.00	\$910.50	\$938.00	\$964.00	\$990.50
Pension Band	109	109	109	109	109

**CUSTOMER SERVICES REPRESENTATIVE  
CIRCUIT DESIGN SPECIALIST  
FACILITIES SPECIALIST**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$249.00	\$249.00	\$249.00	\$249.00	\$249.00
After 6 Months	\$294.00	\$295.00	\$296.00	\$297.00	\$298.00
" 12 "	\$347.50	\$349.00	\$352.00	\$354.00	\$356.50
" 18 "	\$408.50	\$413.50	\$418.00	\$422.50	\$427.00
" 24 "	\$483.00	\$489.50	\$497.00	\$504.00	\$510.50
" 30 "	\$570.00	\$580.00	\$590.50	\$601.00	\$611.00
" 36 "	\$672.00	\$686.50	\$702.00	\$716.50	\$731.50
" 42 "	\$793.00	\$813.00	\$834.50	\$855.00	\$875.50
" 48 "	\$935.00	\$963.00	\$992.00	\$1,019.50	\$1,047.50
Pension Band	111	111	111	111	111

(Continued on next page)

Present -- Effective 4/06/08

*B.RK*

**APPENDIX C**

**DRIVER-TRACTOR TRAILER**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Pension Band	111	111	111	111	111

**HOUSE SERVICE ATTENDANT**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$239.00	\$239.00	\$239.00	\$239.00	\$239.00
After 6 Months	\$273.00	\$273.50	\$274.50	\$275.50	\$276.50
" 12 "	\$310.50	\$313.00	\$315.50	\$317.50	\$320.00
" 18 "	\$354.00	\$358.50	\$362.50	\$366.00	\$370.00
" 24 "	\$404.50	\$410.50	\$416.50	\$422.00	\$428.00
" 30 "	\$461.00	\$469.50	\$478.50	\$486.50	\$495.00
" 36 "	\$526.00	\$537.50	\$549.50	\$561.00	\$572.50
" 42 "	\$600.00	\$615.50	\$631.50	\$646.50	\$662.00
" 48 "	\$684.00	\$704.50	\$725.50	\$745.50	\$766.00
Pension Band	102	102	102	102	102

**HOUSE SERVICE MAINTAINER**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$239.00	\$239.00	\$239.00	\$239.00	\$239.00
After 6 Months	\$274.50	\$275.50	\$276.50	\$277.50	\$278.50
" 12 "	\$315.00	\$317.50	\$320.00	\$322.00	\$324.50
" 18 "	\$362.50	\$366.00	\$370.00	\$374.00	\$377.50
" 24 "	\$416.50	\$422.00	\$428.50	\$434.00	\$440.00
" 30 "	\$477.50	\$486.50	\$495.50	\$504.00	\$512.50
" 36 "	\$549.00	\$560.50	\$573.50	\$585.00	\$597.00
" 42 "	\$630.00	\$646.50	\$663.50	\$679.00	\$695.50
" 48 "	\$723.50	\$745.00	\$767.50	\$788.50	\$810.00
Pension Band	104	104	104	104	104

(Continued on next page)

Present -- Effective 4/06/08

**APPENDIX C**

**INSTALLATION COORDINATOR**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$310.00	\$310.00	\$310.00	\$310.00	\$310.00
After 6 Months	\$352.50	\$354.00	\$355.00	\$356.50	\$357.50
" 12 "	\$401.00	\$404.00	\$407.00	\$409.50	\$412.50
" 18 "	\$455.50	\$461.00	\$466.00	\$471.00	\$476.00
" 24 "	\$518.00	\$526.00	\$534.00	\$541.50	\$549.00
" 30 "	\$589.00	\$600.50	\$612.00	\$622.50	\$633.00
" 36 "	\$671.00	\$685.50	\$701.00	\$715.50	\$730.00
" 42 "	\$762.50	\$782.50	\$803.00	\$822.50	\$842.00
" 48 "	\$867.00	\$893.00	\$920.00	\$945.50	\$971.50
Pension Band	109	109	109	109	109

**CENTRAL OFFICE TRANSLATION SPECIALIST  
LINE TRANSLATIONS SPECIALIST**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$250.50	\$250.50	\$250.50	\$250.50	\$250.50
After 6 Months	\$296.00	\$297.50	\$298.50	\$299.50	\$300.50
" 12 "	\$350.50	\$353.50	\$356.00	\$358.50	\$361.00
" 18 "	\$415.50	\$419.50	\$424.50	\$428.50	\$433.00
" 24 "	\$491.00	\$498.50	\$506.00	\$513.00	\$520.00
" 30 "	\$581.00	\$592.00	\$603.00	\$613.50	\$624.00
" 36 "	\$688.00	\$703.00	\$719.00	\$734.00	\$749.00
" 42 "	\$814.50	\$835.00	\$857.50	\$878.00	\$899.00
" 48 "	\$963.00	\$992.00	\$1,022.00	\$1,050.00	\$1,079.00
Pension Band	112	112	112	112	112

(Continued on next page)

Present -- Effective 4/06/08

*B. RK*

**APPENDIX C**

**PAY TELEPHONE TECHNICIAN**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$273.50	\$273.50	\$273.50	\$273.50	\$273.50
After 6 Months	\$314.50	\$316.00	\$316.50	\$317.50	\$318.50
" 12 "	\$362.00	\$364.50	\$367.00	\$369.00	\$371.00
" 18 "	\$417.50	\$421.00	\$425.00	\$428.50	\$432.00
" 24 "	\$480.50	\$486.00	\$492.00	\$497.50	\$503.00
" 30 "	\$553.00	\$561.50	\$570.00	\$577.50	\$585.50
" 36 "	\$637.00	\$648.50	\$660.00	\$670.50	\$681.50
" 42 "	\$734.00	\$748.50	\$764.00	\$779.00	\$793.50
" 48 "	\$845.00	\$864.50	\$885.00	\$904.50	\$924.00
" 54 "	\$973.00	\$998.00	\$1,025.00	\$1,050.00	\$1,076.00
" 60 "	\$1,119.00	\$1,152.50	\$1,187.00	\$1,219.50	\$1,253.00
Pension Band	117	117	117	117	117

**SUPPLIES ATTENDANT**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$239.00	\$239.00	\$239.00	\$239.00	\$239.00
After 6 Months	\$282.50	\$283.00	\$284.00	\$285.00	\$286.00
" 12 "	\$333.00	\$335.00	\$337.50	\$340.00	\$342.50
" 18 "	\$393.00	\$397.00	\$401.50	\$405.50	\$409.50
" 24 "	\$463.00	\$470.00	\$477.00	\$483.50	\$490.50
" 30 "	\$547.00	\$557.00	\$567.50	\$577.00	\$587.00
" 36 "	\$645.50	\$659.50	\$674.50	\$688.00	\$702.50
" 42 "	\$761.50	\$781.00	\$801.50	\$821.00	\$840.50
" 48 "	\$898.00	\$925.00	\$953.00	\$979.00	\$1,006.00
Pension Band	110	110	110	110	110

(Continued on next page)

Present -- Effective 4/06/08

**APPENDIX C**

<b>TECHNICAL ASSOCIATE</b>					
<b>Wage Length of Service</b>	<b>Effective Dates</b>				
	<b>Present</b>	<b>4/05/09</b>	<b>5/01/10</b>	<b>5/01/11</b>	<b>5/01/12</b>
<b>Minimum</b>	<b>\$239.00</b>	<b>\$239.00</b>	<b>\$239.00</b>	<b>\$239.00</b>	<b>\$239.00</b>
<b>After 6 Months</b>	<b>\$282.00</b>	<b>\$282.50</b>	<b>\$283.50</b>	<b>\$284.50</b>	<b>\$285.50</b>
<b>" 12 "</b>	<b>\$331.50</b>	<b>\$334.00</b>	<b>\$336.50</b>	<b>\$338.50</b>	<b>\$341.00</b>
<b>" 18 "</b>	<b>\$391.00</b>	<b>\$394.50</b>	<b>\$399.00</b>	<b>\$403.00</b>	<b>\$407.50</b>
<b>" 24 "</b>	<b>\$460.00</b>	<b>\$466.50</b>	<b>\$473.50</b>	<b>\$480.00</b>	<b>\$486.50</b>
<b>" 30 "</b>	<b>\$541.00</b>	<b>\$551.50</b>	<b>\$561.50</b>	<b>\$571.50</b>	<b>\$581.00</b>
<b>" 36 "</b>	<b>\$637.50</b>	<b>\$651.50</b>	<b>\$666.50</b>	<b>\$680.00</b>	<b>\$694.00</b>
<b>" 42 "</b>	<b>\$750.50</b>	<b>\$770.50</b>	<b>\$790.50</b>	<b>\$810.00</b>	<b>\$829.00</b>
<b>" 48 "</b>	<b>\$884.00</b>	<b>\$910.50</b>	<b>\$938.00</b>	<b>\$964.00</b>	<b>\$990.50</b>
<b>Pension Band</b>	<b>109</b>	<b>109</b>	<b>109</b>	<b>109</b>	<b>109</b>

Present -- Effective 4/06/08

*B.RK*

**APPENDIX D**

**WAGE PROGRESSION SCHEDULES  
CENTRAL OFFICE ASSISTANT CLASSIFICATION**

Basic Wage Rates for Normal Work Week

**CENTRAL OFFICE ASSISTANT**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$245.00	\$245.00	\$245.00	\$245.00	\$245.00
After 6 Months	\$287.50	\$289.00	\$290.00	\$291.50	\$292.50
" 12 "	\$337.50	\$340.50	\$343.50	\$346.50	\$349.00
" 18 "	\$396.50	\$402.00	\$407.00	\$411.50	\$416.50
" 24 "	\$465.00	\$474.00	\$482.00	\$489.50	\$497.00
" 30 "	\$547.00	\$558.50	\$571.00	\$582.00	\$593.00
" 36 "	\$642.50	\$659.00	\$676.00	\$692.00	\$708.00
" 42 "	\$754.50	\$777.00	\$800.50	\$822.50	\$845.00
Pension Band	105	105	105	105	105

Present -- Effective 4/06/08

**APPENDIX D**

**WAGE PROGRESSION SCHEDULES  
CONSOLE OPERATOR CLASSIFICATION**

Basic Wage Rates for Normal Work Week

<b>CONSOLE OPERATOR</b>					
Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
<b>Minimum</b>	\$239.00	\$239.00	\$239.00	\$239.00	\$239.00
<b>After 6 Months</b>	\$279.50	\$280.00	\$281.00	\$282.50	\$283.50
" 12 "	\$325.50	\$328.00	\$331.00	\$333.50	\$336.00
" 18 "	\$379.00	\$384.50	\$389.50	\$394.00	\$398.50
" 24 "	\$443.00	\$450.50	\$458.00	\$465.00	\$472.50
" 30 "	\$516.50	\$527.50	\$539.00	\$549.50	\$560.00
" 36 "	\$602.50	\$618.50	\$634.00	\$649.00	\$664.00
" 42 "	\$703.50	\$724.50	\$746.00	\$766.50	\$787.50
<b>Pension Band</b>	103	103	103	103	103

Present -- Effective 4/06/08

*B.RK*

**APPENDIX D**

**WAGE PROGRESSION SCHEDULES  
CONTACT CLASSIFICATION**

Basic Wage Rates for Normal Work Week

**BUSINESS SERVICES INSTRUCTOR**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$261.50	\$261.50	\$261.50	\$261.50	\$261.50
After 6 Months	\$306.00	\$307.00	\$308.00	\$309.50	\$310.50
" 12 "	\$358.00	\$360.50	\$363.50	\$366.00	\$368.50
" 18 "	\$419.00	\$423.50	\$428.50	\$432.50	\$437.00
" 24 "	\$490.00	\$497.50	\$505.00	\$512.00	\$518.50
" 30 "	\$573.50	\$584.00	\$595.00	\$605.50	\$615.50
" 36 "	\$671.00	\$686.00	\$701.50	\$716.00	\$730.50
" 42 "	\$785.00	\$805.50	\$826.50	\$846.50	\$867.00
" 48 "	\$918.50	\$946.00	\$974.50	\$1,001.50	\$1,029.00
Pension Band	110	110	110	110	110

Present -- Effective 4/06/08

**APPENDIX D**

**WAGE PROGRESSION SCHEDULES  
OPERATING CLASSIFICATIONS**

Basic Wage Rates for Normal Work Week

**CENTRAL OFFICE CLERK  
SERVICE ASSISTANT**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$249.00	\$249.00	\$249.00	\$249.00	\$249.00
After 6 Months	\$291.00	\$292.50	\$293.50	\$294.50	\$295.50
" 12 "	\$340.50	\$343.00	\$345.50	\$348.00	\$350.50
" 18 "	\$399.00	\$403.00	\$407.50	\$411.50	\$416.00
" 24 "	\$465.50	\$473.00	\$480.00	\$486.50	\$493.00
" 30 "	\$544.50	\$555.50	\$565.50	\$575.50	\$585.00
" 36 "	\$638.00	\$652.00	\$666.50	\$680.50	\$694.00
" 42 "	\$745.00	\$765.50	\$785.50	\$804.50	\$823.50
" 48 "	\$872.50	\$898.50	\$925.50	\$951.00	\$977.00
Pension Band	109	109	109	109	109

**OPERATOR**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$239.00	\$239.00	\$239.00	\$239.00	\$239.00
After 6 Months	\$280.50	\$281.00	\$282.00	\$283.00	\$284.00
" 12 "	\$328.50	\$330.00	\$332.50	\$335.00	\$337.00
" 18 "	\$383.00	\$388.00	\$392.00	\$396.00	\$400.50
" 24 "	\$449.00	\$456.00	\$462.50	\$469.00	\$475.50
" 30 "	\$526.00	\$535.50	\$545.50	\$555.00	\$564.50
" 36 "	\$615.50	\$629.50	\$643.50	\$657.00	\$670.50
" 42 "	\$720.00	\$740.00	\$759.00	\$777.50	\$796.00
" 48 "	\$844.00	\$869.50	\$895.50	\$920.00	\$945.50
Pension Band	108	108	108	108	108

Present -- Effective 4/06/08



**APPENDIX E**

**WAGE PROGRESSION SCHEDULES  
CLERICAL CLASSIFICATIONS**

**APPENDICES A, B, C, D, and H**

Basic Wage Rates for Normal Work Week

**E-1 CLERICAL**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$239.00	\$239.00	\$239.00	\$239.00	\$239.00
After 6 Months	\$273.50	\$274.00	\$275.00	\$276.00	\$277.00
" 12 "	\$312.00	\$314.50	\$317.00	\$319.00	\$321.00
" 18 "	\$357.00	\$361.00	\$365.00	\$368.50	\$372.50
" 24 "	\$407.50	\$414.00	\$420.00	\$426.00	\$432.00
" 30 "	\$466.00	\$475.00	\$483.50	\$492.00	\$500.50
" 36 "	\$533.50	\$545.00	\$557.00	\$568.50	\$580.50
" 42 "	\$609.00	\$625.00	\$641.50	\$657.00	\$673.00
" 48 "	\$696.00	\$717.00	\$738.50	\$759.00	\$780.00
Pension Band	103	103	103	103	103

**E-2 CLERICAL**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$239.00	\$239.00	\$239.00	\$239.00	\$239.00
After 6 Months	\$277.50	\$279.00	\$280.00	\$281.00	\$282.00
" 12 "	\$322.50	\$325.50	\$328.00	\$330.50	\$332.50
" 18 "	\$376.00	\$380.00	\$384.50	\$388.50	\$392.50
" 24 "	\$437.00	\$444.00	\$450.50	\$456.50	\$463.00
" 30 "	\$508.50	\$518.00	\$527.50	\$536.50	\$546.00
" 36 "	\$591.50	\$604.50	\$618.00	\$631.00	\$644.00
" 42 "	\$688.00	\$706.00	\$724.00	\$741.50	\$759.50
" 48 "	\$800.00	\$824.00	\$848.50	\$872.00	\$896.00
Pension Band	106	106	106	106	106

(Continued on next page)

Present -- Effective 4/06/08

**APPENDIX E**

**E-3 CLERICAL**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$239.00	\$239.00	\$239.00	\$239.00	\$239.00
After 6 Months	\$279.50	\$280.00	\$281.00	\$282.00	\$283.00
" 12 "	\$326.00	\$328.50	\$331.00	\$333.00	\$335.50
" 18 "	\$380.00	\$385.00	\$389.00	\$393.00	\$397.00
" 24 "	\$444.50	\$451.00	\$458.00	\$464.00	\$470.50
" 30 "	\$518.50	\$529.00	\$538.50	\$548.00	\$557.00
" 36 "	\$605.50	\$620.00	\$633.50	\$646.50	\$660.00
" 42 "	\$708.50	\$726.50	\$745.50	\$763.50	\$782.00
" 48 "	\$826.50	\$851.50	\$877.00	\$901.00	\$926.00
Pension Band	107	107	107	107	107

**SS-1 CLERICAL**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$239.00	\$239.00	\$239.00	\$239.00	\$239.00
After 6 Months	\$280.50	\$281.00	\$282.00	\$283.00	\$284.00
" 12 "	\$328.50	\$330.50	\$333.00	\$335.00	\$337.50
" 18 "	\$384.50	\$388.50	\$392.50	\$396.50	\$401.00
" 24 "	\$450.00	\$456.50	\$463.50	\$469.50	\$476.00
" 30 "	\$527.50	\$537.00	\$547.00	\$556.00	\$565.50
" 36 "	\$617.50	\$631.00	\$645.50	\$658.50	\$672.00
" 42 "	\$722.00	\$742.00	\$761.50	\$779.50	\$798.50
" 48 "	\$847.00	\$872.50	\$898.50	\$923.00	\$948.50
Pension Band	108	108	108	108	108

(Continued on next page)

Present -- Effective 4/06/08

*B.R.K*

**APPENDIX E**

**SS-2 CLERICAL**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$239.00	\$239.00	\$239.00	\$239.00	\$239.00
After 6 Months	\$281.50	\$282.00	\$283.00	\$284.00	\$285.00
" 12 "	\$331.00	\$333.00	\$335.50	\$338.00	\$340.00
" 18 "	\$389.00	\$393.50	\$397.50	\$401.50	\$406.00
" 24 "	\$458.00	\$464.50	\$471.00	\$477.50	\$484.00
" 30 "	\$538.50	\$548.00	\$558.50	\$568.00	\$577.50
" 36 "	\$632.00	\$647.00	\$661.50	\$675.00	\$689.00
" 42 "	\$743.50	\$764.00	\$784.00	\$803.00	\$822.00
" 48 "	\$875.50	\$902.00	\$929.00	\$954.50	\$980.50
Pension Band	109	109	109	109	109

**S-1 CLERICAL**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$245.00	\$245.00	\$245.00	\$245.00	\$245.00
After 6 Months	\$288.00	\$289.50	\$290.50	\$291.50	\$292.50
" 12 "	\$338.50	\$341.50	\$344.00	\$346.50	\$349.00
" 18 "	\$399.00	\$403.50	\$408.00	\$412.00	\$416.50
" 24 "	\$470.00	\$476.50	\$483.50	\$490.00	\$497.00
" 30 "	\$552.00	\$562.50	\$573.00	\$583.00	\$593.00
" 36 "	\$650.00	\$664.50	\$679.50	\$693.00	\$707.50
" 42 "	\$764.50	\$784.50	\$805.50	\$824.50	\$844.50
" 48 "	\$899.50	\$926.50	\$954.50	\$980.50	\$1,007.50
Pension Band	110	110	110	110	110

(Continued on next page)

Present -- Effective 4/06/08

**APPENDIX E**

**S-2 CLERICAL**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$254.50	\$254.50	\$254.50	\$254.50	\$254.50
After 6 Months	\$300.00	\$300.50	\$301.50	\$302.50	\$303.50
" 12 "	\$352.00	\$354.50	\$357.00	\$359.50	\$362.00
" 18 "	\$414.50	\$418.50	\$423.00	\$427.00	\$431.50
" 24 "	\$486.50	\$493.50	\$501.00	\$507.50	\$514.50
" 30 "	\$572.00	\$582.50	\$593.50	\$603.50	\$614.00
" 36 "	\$672.00	\$687.50	\$703.00	\$717.00	\$732.00
" 42 "	\$789.50	\$811.50	\$832.50	\$852.50	\$873.00
" 48 "	\$929.50	\$957.50	\$986.00	\$1,013.00	\$1,041.00
Pension Band	111	111	111	111	111

Present -- Effective 4/06/08

*B.RK*

**APPENDIX I**

**WAGE PROGRESSION SCHEDULES  
CLERICAL CLASSIFICATIONS**

Basic Wage Rates for Normal Work Week

**E-1 CLERICAL**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$239.00	\$239.00	\$239.00	\$239.00	\$239.00
After 6 Months	\$273.50	\$274.00	\$275.00	\$276.00	\$277.00
" 12 "	\$311.50	\$314.00	\$316.50	\$318.50	\$320.50
" 18 "	\$356.50	\$360.00	\$364.00	\$368.00	\$371.50
" 24 "	\$406.50	\$413.00	\$419.00	\$424.50	\$430.50
" 30 "	\$464.00	\$473.00	\$482.00	\$490.50	\$498.50
" 36 "	\$530.50	\$542.50	\$554.50	\$566.00	\$577.50
" 42 "	\$605.50	\$622.00	\$638.50	\$653.50	\$669.00
" 48 "	\$692.00	\$713.00	\$734.50	\$754.50	\$775.00
Pension Band	703	703	703	703	703

**E-2 CLERICAL**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$239.00	\$239.00	\$239.00	\$239.00	\$239.00
After 6 Months	\$277.50	\$278.50	\$280.00	\$280.50	\$281.50
" 12 "	\$322.00	\$325.00	\$327.50	\$329.50	\$332.00
" 18 "	\$375.00	\$379.00	\$383.50	\$387.00	\$391.00
" 24 "	\$435.50	\$442.00	\$448.50	\$455.00	\$461.00
" 30 "	\$506.00	\$515.50	\$525.50	\$534.00	\$543.50
" 36 "	\$587.50	\$601.50	\$615.00	\$627.50	\$640.50
" 42 "	\$683.50	\$701.50	\$719.50	\$737.00	\$754.50
" 48 "	\$794.00	\$818.00	\$842.50	\$865.50	\$889.50
Pension Band	706	706	706	706	706

(Continued on next page)

Present -- Effective 4/06/08

**APPENDIX I**

**E-3 CLERICAL**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$239.00	\$239.00	\$239.00	\$239.00	\$239.00
After 6 Months	\$279.50	\$280.00	\$281.00	\$282.00	\$283.00
" 12 "	\$325.50	\$328.00	\$330.50	\$332.50	\$335.00
" 18 "	\$379.00	\$384.00	\$388.50	\$392.50	\$396.50
" 24 "	\$443.50	\$450.00	\$456.50	\$463.00	\$469.00
" 30 "	\$517.00	\$527.00	\$536.50	\$546.00	\$555.00
" 36 "	\$603.00	\$617.00	\$631.00	\$644.00	\$657.00
" 42 "	\$704.50	\$722.50	\$741.50	\$759.50	\$777.50
" 48 "	\$822.00	\$846.50	\$872.00	\$896.00	\$920.50
Pension Band	707	707	707	707	707

**SS-1 CLERICAL**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$239.00	\$239.00	\$239.00	\$239.00	\$239.00
After 6 Months	\$280.50	\$281.00	\$282.00	\$283.00	\$283.50
" 12 "	\$328.00	\$330.00	\$332.50	\$334.50	\$337.00
" 18 "	\$382.50	\$387.50	\$392.00	\$396.00	\$400.00
" 24 "	\$448.50	\$455.50	\$462.00	\$468.50	\$474.50
" 30 "	\$525.00	\$535.00	\$545.00	\$554.00	\$563.50
" 36 "	\$615.00	\$628.50	\$642.50	\$655.50	\$669.00
" 42 "	\$719.00	\$738.50	\$757.50	\$776.00	\$794.50
" 48 "	\$842.00	\$867.50	\$893.50	\$918.00	\$943.00
Pension Band	708	708	708	708	708

(Continued on next page)

Present -- Effective 4/06/08

*B.RK*

**APPENDIX I**

**SS-2 CLERICAL**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$239.00	\$239.00	\$239.00	\$239.00	\$239.00
After 6 Months	\$281.50	\$282.00	\$283.00	\$284.00	\$285.00
" 12 "	\$330.50	\$332.50	\$335.00	\$337.50	\$339.50
" 18 "	\$388.00	\$392.00	\$396.50	\$400.50	\$405.00
" 24 "	\$455.50	\$462.50	\$469.50	\$476.00	\$482.50
" 30 "	\$535.50	\$545.50	\$556.00	\$565.50	\$575.00
" 36 "	\$629.00	\$643.50	\$658.00	\$671.50	\$685.50
" 42 "	\$739.50	\$759.00	\$779.00	\$798.00	\$817.00
" 48 "	\$869.50	\$895.50	\$922.50	\$948.00	\$974.00
Pension Band	709	709	709	709	709

Present -- Effective 4/06/08

**APPENDIX I**

**WAGE PROGRESSION SCHEDULES  
CONTACT CLASSIFICATIONS**

Basic Wage Rates for Normal Work Week

**SALES AGENT**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$279.50	\$279.50	\$279.50	\$279.50	\$279.50
After 6 Months	\$305.00	\$306.50	\$307.50	\$308.50	\$309.50
" 12 "	\$333.00	\$336.00	\$338.50	\$340.50	\$343.00
" 18 "	\$363.50	\$368.00	\$372.00	\$376.00	\$380.00
" 24 "	\$397.00	\$403.50	\$409.50	\$415.00	\$421.00
" 30 "	\$433.00	\$442.50	\$450.50	\$458.00	\$466.00
" 36 "	\$474.00	\$485.00	\$495.50	\$506.00	\$516.50
" 42 "	\$517.50	\$531.50	\$545.50	\$558.50	\$572.00
" 48 "	\$565.50	\$582.50	\$600.00	\$616.50	\$633.50
Pension Band	7A8	7A8	7A8	7A8	7A8

**SALES AND SERVICE CONSULTANT**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$302.50	\$302.50	\$302.50	\$302.50	\$302.50
After 6 Months	\$330.50	\$332.00	\$333.50	\$334.50	\$335.50
" 12 "	\$361.50	\$364.50	\$367.00	\$369.50	\$372.00
" 18 "	\$395.00	\$400.00	\$404.50	\$408.50	\$413.00
" 24 "	\$432.00	\$439.50	\$446.00	\$452.00	\$458.00
" 30 "	\$473.00	\$482.50	\$491.00	\$499.50	\$508.00
" 36 "	\$517.50	\$529.50	\$541.00	\$552.50	\$563.50
" 42 "	\$566.00	\$581.00	\$596.50	\$610.50	\$625.00
" 48 "	\$619.50	\$638.00	\$657.00	\$675.00	\$693.50
Pension Band	700	700	700	700	700

(Continued on next page)

Present -- Effective 4/06/08

**APPENDIX I**

**SENIOR CONSULTANT**

Wage Length of Service	Effective Dates				
	Present	4/05/09	5/01/10	5/01/11	5/01/12
Minimum	\$250.50	\$250.50	\$250.50	\$250.50	\$250.50
After 6 Months	\$295.50	\$297.50	\$298.50	\$299.50	\$300.50
" 12 "	\$350.00	\$353.00	\$355.50	\$358.00	\$360.50
" 18 "	\$415.00	\$419.00	\$423.50	\$428.00	\$432.00
" 24 "	\$490.00	\$497.00	\$504.50	\$511.50	\$518.50
" 30 "	\$579.50	\$590.00	\$601.00	\$611.50	\$621.50
" 36 "	\$684.50	\$700.50	\$716.00	\$730.50	\$745.50
" 42 "	\$809.00	\$831.00	\$853.00	\$873.50	\$894.00
" 48 "	\$958.00	\$986.50	\$1,016.00	\$1,044.00	\$1,072.50
Pension Band	712	712	712	712	712

Present -- Effective 4/06/08

**APPENDIX J**

**WAGE PROGRESSION SCHEDULES**

Basic Wage Rates for Normal Work Week

**PREMISES TECHNICIAN**

Wage Length of Service	Effective Dates		
	Present	4/05/09	5/01/12
Minimum	\$360.00	\$490.00	\$490.00
After 6 Months	\$383.00	\$513.00	\$516.00
" 12 "	\$407.50	\$537.50	\$543.50
" 18 "	\$434.00	\$564.00	\$572.50
" 24 "	\$461.50	\$591.50	\$603.00
" 30 "	\$491.50	\$621.50	\$635.00
" 36 "	\$523.00	\$653.00	\$668.50
" 42 "	\$556.50	\$686.50	\$704.00
" 48 "	\$592.00	\$722.00	\$741.50
" 54 "	\$630.00	\$760.00	\$781.00
" 60 "	\$670.50	\$800.50	\$822.50

Present -- Effective 6/16/06

*B.RK*

**SUCCESS SHARING PLAN**

Based on the Union and Company's desire to have employees share in the success of AT&T Inc. (AT&T), the parties agree to a Success Sharing Plan (SSP). Eligible employees may receive annual lump sum payments based on AT&T stock price appreciation and AT&T dividend rate.

A. Plan Components

1. Success Units

Employees will be awarded 150 success units at the beginning of each award year (October 1, 2009, October 1, 2010, October 3, 2011, and October 1, 2012). 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 has any other value.

2. Determining Award Value

Award Year	Beginning Award Value	Ending Award Value
2010 (October 1, 2009 to September 30, 2010)	October 1, 2009 closing AT&T stock price	September 30, 2010 closing AT&T stock price
2011 (October 1, 2010 to September 30, 2011)	October 1, 2010 closing AT&T stock price	September 30, 2011 closing AT&T stock price
2012 (October 3, 2011 to September 28, 2012)	October 3, 2011 closing AT&T stock price	September 28, 2012 closing AT&T stock price
2013 (October 1, 2012 to September 30, 2013)	October 1, 2012 closing AT&T stock price	September 30, 2013 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

For Award Years 2012 and 2013, the payout will include a dividend rate value. This value will be determined by adding each AT&T declared quarterly dividend during the award year (December, March, June, and September) and multiplying this total by 150 success units.



B. Eligibility

Employees eligible for payouts 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 payout, provided they return to duty on or before December 31 of the year in which the payout is made.

C. Part-Time Employees

Eligible part-time employees will receive prorated payouts based on their part-time classification (or "part-time equivalent work week") on the ending date of the award year.

D. Benefits Treatment

SSP payments will be recognized as eligible compensation under the following benefit plans:

- Medical
- Life Insurance
- Pension
- Savings Plan (ARSP Only)

E. 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.

F. Dispute Resolution

Company determination 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.

## **BENEFIT AGREEMENTS**

The means for fulfilling the terms of this Agreement may be the Company's adoption of its own plan and associated plan document or participation in an equivalent plan having a plan document 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:

- Southwest region core bargained employees hired/rehired on or before August 8, 2009 shall be referred to as "Current Employees";
- Southwest region core bargained employees hired/rehired or transferred into Southwest region core bargained titles after August 8, 2009 shall be referred to as "New Hires" (except as described in Section 3 below);
- Southwest region core bargained employees includes titles in Appendix J;
- Current Employees and New Hires shall be referred to collectively as "Employees";
- 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".

### 1. **HEALTH AND WELFARE BENEFIT PLANS**

#### A. Employees

Effective April 1, 2010, Employees shall be eligible to participate in the following benefit plans, programs and policies with the plan terms, conditions and provisions which were in effect on April 4, 2009, as described in the applicable SPDs and SMMs, except as noted herein.

- AT&T Medical and Group Life Insurance Plan – CustomCare
- AT&T Dental Plan
- AT&T Vision Plan
- AT&T CarePlus – A Supplemental Medical Plan
- AT&T Medical and Group Life Insurance Plan – Group Life Insurance
- AT&T Supplementary Group Life Insurance Program
- AT&T Dependent Group Life Insurance Program



- AT&T Consolidated Long-Term Care Insurance Plan
- AT&T Flexible Spending Account Plan
- AT&T Disability Income Program
- AT&T Leaves of Absence Policy
- AT&T Commuter Benefit Program
- AT&T Adoption Reimbursement Program
- AT&T Employee Assistance Plan

Exhibit 1 provides a summary of certain plan 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 will govern.

- B. Employees and Eligible Retired Employees (as provided for in Paragraph D) shall continue to participate in the same benefit plans, programs and policies on the same terms and conditions which were in effect on April 4, 2009, 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. Effective April 1, 2010, Employees will have access to the Voluntary benefits platform where they may take advantage of the available products, as those products may change from time to time. The Company may unilaterally modify or discontinue this platform and products.
- D. Subject to the rules described in Section 3 below, Employees who terminate employment with the Company during the term of this Agreement and are eligible for post-retirement medical coverage under the terms of the AT&T Medical and Group Life Insurance Plan – CustomCare as of the date of termination will be eligible, during the term of this agreement, for coverage under the AT&T Medical and Group Life Insurance Plan – CustomCare, AT&T CarePlus, AT&T Dental Plan, AT&T Medical and Group Life Insurance Plan – Group Life Insurance, AT&T Retiree Vision Care Plan, and AT&T Consolidated Long-Term Care Insurance Plan with the exceptions identified in Exhibit 1.

Nothing in this Paragraph 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.

2. PENSION AND SAVINGS BENEFIT PLANS

A. Current Employees excluding those working in Appendix J

Effective upon ratification and except as provided below, Current Employees excluding those working in Appendix J shall continue to participate in the same pension and savings benefit plans, programs, and policies on the same terms and conditions that were in effect on April 4, 2009.

- AT&T Pension Benefit Plan – Southwest Program (the “Program”)

Effective on and after January 1, 2010, change the vesting requirement for Participants under the Program to three (3) years of service, eliminate the end date for the pre-retirement survivor benefit for an employee who dies, and eliminate the end date for the lump sum option for Service Pensions including a Service Pension into which a Disability Pension is converted when the disability pensioner turns age 65.

Effective on and after January 1, 2012, any Lump Sum form of payment available under the Program shall be calculated using the following definition of Actuarial Equivalence:

- i. Applicable Mortality Table: the applicable mortality table determined in accordance with Code §417(e)(3)(B) and associated regulations; and
- ii. Applicable Interest Rate: the monthly interest rate which, when compounded, equals the effective annual rate of interest as determined in accordance with Code §417(e)(3)(C) and associated regulations, based on the Program’s lookback month and stability period

Phased Schedule

For the purposes of applying the Applicable Interest Rate in this Paragraph 2.A.ii (herein referred to as “New”), the phase-in schedule shall be as illustrated below:

<u>% “New”</u>	<u>% Prior</u>	<u>Effective Date *</u>
25%	75%	1/1/2012
50%	50%	1/1/2013
75%	25%	1/1/2014
100%	0%	1/1/2015

\* The terms of this provision shall survive the expiration of this Agreement.



iii. Current Employees that continue to participate in the Program will be eligible for the following pension band increases:

- 2.0% effective January 1, 2010
- 2.0% effective January 1, 2011
- 2.0% effective January 1, 2012
- 2.0% effective January 1, 2013 plus the applicable COLA adjustment made to wages (May 1, 2012)

- AT&T Savings and Security Plan

Effective as soon as administratively feasible after January 1, 2010 but no later than April 1, 2010, the AT&T Savings and Security Plan will be amended to provide catch-up contributions and a Roth 401(k) option for Current Employees.

B. Current Employees working in Appendix J (excluding employees addressed in Section 3.A) and New Hires

Effective upon ratification and except as provided below, Current Employees working in Appendix J (excluding employees addressed in Section 3.A) and New Hires shall participate in the same pension and savings benefit plans, programs, and policies on the same terms and conditions that were in effect on April 4, 2009.

- AT&T Savings and Security Plan

Effective on the later of April 1, 2010 or the hire/rehire date for New Hires, Current Employees working in Appendix J classified as Regular Employees (excluding employees addressed in Section 3.A) and New Hires (excluding New Hires in Appendix J not classified as Regular Employees) will become eligible to participate in the AT&T Retirement Savings Plan. These New Hires (excluding New Hires in Appendix J not classified as Regular Employees) and Current Employees working in Appendix J classified as Regular Employees (excluding employees addressed in Section 3.A) will no longer be eligible to participate in the AT&T Savings and Security Plan and will have their prior AT&T Savings and Security Plan account balances transferred to the AT&T Retirement Savings Plan as soon as administratively feasible.

- AT&T Pension Benefit Plan

On the later of April 1, 2010 or the hire/rehire date for New Hires, Current Employees working in Appendix J classified as Regular Employees (excluding employees addressed in Section 3.A) and New Hires will become eligible to participate in the Bargained Cash Balance Program 2 under the AT&T Pension Benefit Plan and will not be eligible to

participate in the Southwest Program under the AT&T Pension Benefit Plan. The Bargained Cash Balance Program 2 will also be amended to provide a lump sum distribution option for Current Employees working in Appendix J classified as Regular Employees (excluding employees addressed in Section 3.A) and New Hires that is equal to the cash balance account.

### 3. BENEFITS RULES FOR MOVEMENT OF EMPLOYEES

Any employee who moves after August 8, 2009 from a job title not covered by this Agreement to a job title covered by this Agreement where the circumstances of the move are not specifically accounted for in one of the following paragraphs will be treated as a New Hire for benefit purposes.

A. *Treatment Of Current Employees Who Previously Transferred Or Transfer During The Term Of This Agreement To An Appendix J Job Title Pursuant To The Force Adjustment Surplus Process From A Job Title Under This Agreement ("Surplus Appendix J Employees")*

A Surplus Appendix J Employee from this Agreement 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 under this Agreement including the recognition of all previously recognized Net Credited Service for the purposes of Term of Employment and pension calculation. If the Surplus Appendix J Employee subsequently moves during the term of this Agreement to a job title under this Agreement, the benefits available to the Surplus Appendix J Employee will continue to be the benefits provided under this Agreement to Current Employees including the recognition of all previously recognized Net Credited Service for the purposes of Term of Employment and pension calculation.

B. *Treatment Of Current Employees Working In An Appendix J Job Title Who Were Not Surplus Appendix J Employees ("Non-Surplus Appendix J Employees") And Current Employees Who Are Classified As Temporary Or Term Employees As Of August 8, 2009, Who Are Subsequently Reclassified To Regular Employee Status During The Term Of This Agreement ("Converted Temp/Term Employees")*

Non-Surplus Appendix J Employees and Converted Temp/Term Employees will continue to be eligible to participate in the same plans, programs and policies on the same terms and conditions as were provided on April 4, 2009. Effective April 1, 2010, Non-Surplus Appendix J Employees and Converted Temp/Term Employees will be eligible to participate in the same plans, policies and provisions on the same terms and conditions as will be provided under this Agreement to Current Employees under this Agreement, provided that the following exceptions shall apply:

*B.RK*

- For Non-Surplus Appendix J Employees and Converted Temp/Term Employees, the eligibility and plan provisions for post-retirement health and welfare benefits and pension and savings benefits provided under this Agreement to New Hires (including Exhibit 1) shall apply;
- Notwithstanding the above, for Non-Surplus Appendix J Employees classified as Temporary and Term Employees, the eligibility exceptions in Section 2 shall apply.

With the same exceptions as provided for above, if an Appendix J Current Employee or Converted Temp/Term Employee subsequently moves during the term of this Agreement to a job title under this Agreement, the benefits available to the Appendix J Current Employee or Converted Temp/Term Employee will continue to be the benefits provided under this Agreement to Current Employees under this Agreement including the recognition of all previously recognized Net Credited Service for the purposes of Term of Employment but not for pension calculation.

*C. Treatment Of Employees Classified As Regular Who Are Newly Hired To An Appendix J Job Title (“Appendix J New Hires”)*

Appendix J New Hires will be eligible to participate in the same plans, programs and policies on the same terms and conditions as will be provided to New Hires pursuant to this Agreement. If the Appendix J New Hire subsequently moves during the term of this Agreement to a job title under this Agreement, the benefits available to the Appendix J New Hire will continue to be the benefits provided under this Agreement to New Hires under this Agreement including the recognition of all previously recognized Net Credited Service for the purposes of Term of Employment but not for pension calculation.

*D. Treatment of Current Employees Who Voluntarily Transfer After August 8, 2009, Into an Appendix J Job Title (Appendix J Current Employees)*

Appendix J Current Employees will be eligible to participate in the same plans, programs and policies on the same terms and conditions as will be provided to New Hires pursuant to this Agreement. If the Appendix J Current Employee subsequently moves during the term of this Agreement to another job title under the Agreement, the benefits available to the individual will be the benefits provided to Current Employees pursuant to this Agreement including the recognition of all previously recognized Net Credited Service for the purposes of Term of Employment but not for pension calculation purposes.

- E. *Treatment Of Employees Who Move Pursuant To The National Transfer Plan Into Any Job Title Covered By This Agreement During The Term Of This Agreement, Who (i.) Move From A Job Title In One Of The 2009 Core CWA Collective Bargaining Agreements And Were Classified As A Converted Temp/Term Employee As Of August 8, 2009, Under The Terms Of That Article/Agreement (“Inter-Region Transferred Converted Temp/Term Employees”) or (ii.) Have Ever Been Employed In An Appendix Covering The Premises Technician Job Title (Midwest Region Appendix F, West Region Appendix E, Southeast Appendix D, or East Region Appendix F) And Were Classified As A Current Employee (Excluding Those Described In Section 3.G And While In Such Job Title Did Not Have Economic Protections As A Result Of A Surplus (“Inter-Region Transferred Appendix Employees”)*

Inter-Region Transferred Converted Temp/Term Employees and Inter-Region Transferred Appendix Employees will be eligible to participate in the same plans, programs and policies on the same terms and conditions as are provided under this Agreement to Employees under this Agreement through March 31, 2010. Effective April 1, 2010, Inter-Region Transferred Converted Temp/Term Employees and Inter-Region Transferred Appendix Employees will be eligible to participate in the same plans, policies and provisions on the same terms and conditions as will be provided under this Agreement to Current Employees under this Agreement including the recognition of all previously recognized Net Credited Service for the purposes of Term of Employment but not for pension calculation purposes, provided that the following exceptions shall apply:

- For Inter-Region Transferred Converted Temp/Term Employees and Inter-Region Transferred Appendix Employees, the eligibility and plan provisions for post-retirement health and welfare benefits and pension and savings benefits provided under this Agreement to New Hires (including Exhibit 1) shall apply;
- Notwithstanding the above, for Inter-Region Transferred Converted Temp/Term Employees and Inter-Region Transferred Appendix Employees who move into an Appendix J job title and are classified as a Temporary or Term Employee, the eligibility exceptions in Section 2 shall apply.

With the same exceptions as provided for above, if an Inter-Region Transferred Converted Temp/Term Employee or Inter-Region Transferred Appendix Employees subsequently moves during the term of this Agreement to another job title under this Agreement, the benefits available to the Inter-Region Transferred Converted Temp/Term Employee or Inter-Region Transferred Appendix Employees will continue to be the benefits provided under this Agreement to Current Employees including the recognition of all previously recognized Net Credited Service for the purposes of Term of Employment but not for pension calculation purposes.

*B.RK*

- F. *Treatment Of Employees Who Move Pursuant To The National Transfer Plan Into Any Job Title Covered By This Agreement During The Term Of This Agreement From A Job Title In One Of The 2009 Core CWA Collective Bargaining Agreements And Were Classified As A New Hire Under The Terms Of That Article/Agreement (“Inter-Region Transferred New Hires”)*

Inter-Region Transferred New Hires will be eligible to participate in the same plans, programs and policies on the same terms and conditions as will be provided under this Agreement to New Hires including the recognition of all previously recognized Net Credited Service for the purposes of Term of Employment but not for pension calculation purposes. If the Inter-Region Transferred New Hire subsequently moves during the term of this Agreement to any job title under this Agreement, the benefits available to the Inter-Region Transferred New Hire will continue to be the benefits provided under this Agreement to New Hires including the recognition of all previously recognized Net Credited Service for the purposes of Term of Employment but not for pension calculation purposes.

- G. *Treatment Of Employees Who Move Pursuant To The National Transfer Plan Into (i.) Any Job Title, Other Than An Appendix J Job Title, Covered By This Agreement During The Term Of This Agreement From A Job Title In One Of The 2009 Core CWA Collective Bargaining Agreements And Were Classified As A Current Employee (Excluding Those Described In Section 3.E) Under The Terms Of That Article/Agreement (“Inter-Region Transferred Current Employees”) or (ii.) An Appendix J Job Title Covered By This Agreement During The Term Of This Agreement From A Job Title In One Of The 2009 Core CWA Collective Bargaining Agreements And Were Classified As A Current Employee (Excluding Those Described In Section 3.E) Under The Terms Of That Article/Agreement (“Inter-Region Transferred Core to Appendix Employee”)*

Inter-Region Transferred Current Employees will be eligible to participate in the same plans, programs and policies on the same terms and conditions as will be provided under this Agreement to Current Employees including the recognition of all previously recognized Net Credited Service for the purposes of Term of Employment but not for pension calculation purposes. Inter-Region Transferred Core To Appendix Employees will be eligible to participate in the same plans, programs and policies on the same terms and conditions as will be provided under this Agreement to New Hires including the recognition of all previously recognized Net Credited Service for the purposes of Term of Employment but not for pension calculation purposes. If the Inter-Region Transferred Current Employee or Inter-Region Transferred Core to Appendix Employee subsequently moves during the term of this Agreement to any job title under this Agreement, the benefits available to the Inter-Region Transferred Current Employee or Inter-Region Transferred Core to Appendix Employee will continue to be the benefits provided under this Agreement to Current Employees including the recognition of all previously recognized Net Credited Service for the purposes of Term of Employment but not for pension calculation purposes.

4. The Company will eliminate any Net Credited Service adjustment for employees who have unpaid absence from work on or after April 4, 2009 under a Company-approved Family and Medical Leave Act leave.
5. The term of this Agreement shall be contemporaneous with the term of the 2009 Labor Agreements.

*B.RK*

Provision	Current Employees and New Hires															
<b>Active Employees</b>																
<b>Effective Date(s)</b>	Health & Welfare: 4/1/2010															
<b>Eligibility</b>																
<b>For Medical, Dental, Vision, CarePlus, and Life Insurance (unless otherwise specified)</b>	<p>No change from current plan except as follows:</p> <p><u>Current Employees and New Hires</u> Dual Enrollment will be eliminated, e.g., an employee may not be enrolled as both an employee and as a dependent under the medical plan; nor could a married couple, who each are employed by the Company, each cover their dependent children.</p> <p><u>New Hires</u> New Hires will default to no medical coverage if no election is made during enrollment</p>															
<b>Health Reimbursement Account (HRAs)</b>																
	<p><u>New Hires</u> None</p> <p><u>Current Employees</u> None</p>															
<b>Medical</b>																
<b>Plan</b>	<p>AT&amp;T Medical and Group Life Insurance Plan - CustomCare (CustomCare)</p> <ul style="list-style-type: none"> <li>• POS Option – includes Network and Non-Network benefits</li> <li>• Outside Network Area (ONA) Option</li> <li>• HMOs (available at the discretion of the Company)</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>• Those employee with a home zip code outside of the Access Standards for the POS will default into ONA coverage unless they elect the POS or an available HMO option.</li> </ul>															
<b>Eligibility for Company Subsidy</b>	Company subsidy begins as of the first day of the month Employee attains 6 months Net Credited Service (also referred to as Term of Employment)															
<b>Active (Full-Time) Monthly Contributions</b>	<table border="1"> <thead> <tr> <th><u>Coverage Tier</u></th> <th><u>2010</u></th> <th><u>2011</u></th> <th><u>2012</u></th> <th><u>2013</u></th> </tr> </thead> <tbody> <tr> <td>Ind</td> <td>\$0</td> <td>\$15</td> <td>\$25</td> <td>\$35</td> </tr> <tr> <td>Family</td> <td>\$0</td> <td>\$30</td> <td>\$50</td> <td>\$75</td> </tr> </tbody> </table> <p>Working Spouse Contributions will no longer apply.</p>	<u>Coverage Tier</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	Ind	\$0	\$15	\$25	\$35	Family	\$0	\$30	\$50	\$75
<u>Coverage Tier</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>												
Ind	\$0	\$15	\$25	\$35												
Family	\$0	\$30	\$50	\$75												
<b>Active (Part-Time) Monthly Contributions</b>	<p>No change from current plan including the following based on scheduled hours per week:</p> <ul style="list-style-type: none"> <li>• If greater than or equal to 25 hrs = same as full-time</li> <li>• If at least 17 hrs but less than 25 hrs = 50% of Premium Equivalent Rates</li> <li>• Less than 17 hrs = 100% of Premium Equivalent Rates</li> </ul> <p>Premium equivalent rates are subject to annual adjustment.</p>															
<b>Definition of Pay</b>	No change from current plan															

<p><b>Annual Deductibles</b></p>	<p><u>Network/ONA</u></p> <p>Ind \$350 Family \$700</p>	<p><u>Non-Network</u></p> <p>\$900 \$1,800</p> <p>Annual Deductible provisions:</p> <ul style="list-style-type: none"> <li>• Applies to all covered health services, including mental health/substance abuse benefits under the plan.</li> <li>• The following costs will never apply towards Deductible: <ul style="list-style-type: none"> <li>• Network /ONA preventive care</li> <li>• Any applicable monthly contributions</li> <li>• Prescription drugs</li> <li>• Any charges for non-covered health services</li> <li>• Any penalties for failure to comply with terms of plan (i.e., preauthorization /predetermination)</li> <li>• Charges that exceed eligible expenses</li> <li>• Any charges for services that are exclusions under the plan</li> </ul> </li> <li>• Actual amount that is applied to the Annual Deductible is calculated on the basis of eligible/allowable expenses.</li> <li>• Separate Deductible amounts apply to Network, ONA, and Non-Network. Amounts incurred under each option do not cross apply between any other option.</li> <li>• With Family coverage, a covered person is eligible to receive benefits once their eligible/allowable expenses satisfy the Individual Deductible amount. The Family Deductible is met once any combination of covered persons' eligible/allowable expenses meet the Family Deductible amount. It is not necessary that any one individual reach the Individual Deductible but no one individual may contribute more than the Individual Deductible amount.</li> </ul>
<p><b>General Copay/Coinsurance</b></p>	<p><u>Network/ONA</u></p> <p>Preventive \$0/0%, Deductible waived</p> <p>Sickness/ Illness \$0/10%, after Deductible</p>	<p><u>Non-Network</u></p> <p>No Benefit</p> <p>\$0/40%, after Deductible</p> <p>Examples of Coinsurance provisions include:</p> <ul style="list-style-type: none"> <li>• Applies after applicable Network/ONA or Non-Network Deductible amount is satisfied.</li> <li>• Applies to all covered health services, including mental health/substance abuse benefits under the plan.</li> <li>• Does not apply toward Prescription Drugs.</li> <li>• Does not apply toward Network/ONA preventive services.</li> <li>• Actual amount that is applied to the Coinsurance is calculated on the basis of eligible/allowable expenses.</li> <li>• All Coinsurance applies to applicable Network/ONA or Non-Network Out-of-Pocket Maximums.</li> </ul>
<p><b>Office Visit Copay / Coinsurance</b></p>	<p><u>Network/ONA</u></p> <p>Preventive \$0/0%, Deductible waived</p> <p>Sickness/ Illness \$0/10%, after Deductible</p>	<p><u>Non-Network</u></p> <p>No Benefit</p> <p>\$0/40%, after Deductible</p>
<p><b>Urgent Care Facility/Professional Services Copay / Coinsurance</b></p>	<p><u>Network/ONA</u></p> <p>\$0/10%, after Deductible</p>	<p><u>Non-Network</u></p> <p>\$0/40%, after Deductible</p>
<p><b>Emergency Room Facility/Professional Services Copay / Coinsurance</b></p>	<p><u>Network/ONA</u></p> <p>\$0/10%, after Deductible</p>	<p><u>Non-Network</u></p> <p>\$0/10%, after Deductible</p>
<p><b>Hospital Inpatient/Outpatient Facility/Professional Services Copay / Coinsurance</b></p>	<p><u>Network/ONA</u></p> <p>\$0/10%, after Deductible</p>	<p><u>Non-Network</u></p> <p>\$0/40%, after Deductible</p>
<p><b>Tests (all tests including x-ray, radiology, lab test, etc) Copay / Coinsurance</b></p>	<p><u>Network/ONA</u></p> <p>Preventive \$0/0%, Deductible waived</p> <p>Sickness/ Illness \$0/10%, after Deductible</p>	<p><u>Non-Network</u></p> <p>No Benefit</p> <p>\$0/40%, after Deductible</p>
<p><b>Lifetime Maximum Benefit</b></p>	<p>No change from current plan</p>	
<p><b>Mental Health/Substance Abuse (MH/SA) Copay / Coinsurance</b></p>	<p><u>Network/ONA</u></p> <p>Out-Patient and In-Patient \$0/10%, after Deductible</p>	<p><u>Non-Network</u></p> <p>\$0/40%, after Deductible</p> <p>Limits on number of visits and dollar amount caps will no longer apply for inpatient and outpatient mental health/substance abuse benefits under the plan.</p>

*B.RK*

<p><b>Annual Out-of-Pocket Maximums (OOP)</b></p>	<p style="text-align: center;"><u>Out-of-Pocket Maximum Amounts</u> (excluding Annual Deductible)</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th style="text-align: center;"><u>Network/ONA</u></th> <th style="text-align: center;"><u>Non-Network</u></th> </tr> </thead> <tbody> <tr> <td>Ind</td> <td style="text-align: center;">\$1,000</td> <td style="text-align: center;">\$3,000</td> </tr> <tr> <td>Family</td> <td style="text-align: center;">\$3,000</td> <td style="text-align: center;">\$6,000</td> </tr> </tbody> </table> <p>Out-of-Pocket Maximum provisions:</p> <ul style="list-style-type: none"> <li>• Applies to all covered health services, including mental health/substance abuse benefits under the plan.</li> <li>• The following costs paid by the participant apply towards the applicable Network/ONA or Non-Network Out-of-Pocket Maximum amounts: <ul style="list-style-type: none"> <li>• Coinsurance</li> </ul> </li> <li>• The following costs will never apply towards Out-of-Pocket Maximum nor be paid for by the plan after the Out-of-Pocket Maximum is satisfied: <ul style="list-style-type: none"> <li>• Deductibles</li> <li>• Prescription Drug copays</li> <li>• Any applicable monthly contributions</li> <li>• Any charges for non-covered health services</li> <li>• Any penalties for failure to comply with terms of plan (i.e., preauthorization /predetermination)</li> <li>• Charges that exceed eligible expenses</li> <li>• Any charges for services that are exclusions under the plan</li> </ul> </li> <li>• The amount that is applied to the Out-of-Pocket Maximum is calculated on the basis of coinsurance.</li> <li>• Separate Out-of-Pocket Maximum amounts apply to Network, ONA, and Non-Network. Amounts incurred under each option do not cross apply between any other option.</li> <li>• With Family coverage, a covered person has satisfied the Out-of-Pocket Maximum once their coinsurance satisfy the Individual Out-of-Pocket Maximum amount. The Family Out-of-Pocket Maximum is met once any combination of covered persons' coinsurance meet the Family Out-of-Pocket Maximum amount. It is not necessary that any one individual reach the Individual Out-of-Pocket Maximum amount but no one individual may contribute more than the Individual Out-of-Pocket Maximum amount.</li> </ul>		<u>Network/ONA</u>	<u>Non-Network</u>	Ind	\$1,000	\$3,000	Family	\$3,000	\$6,000																																														
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<p><b>Prescription Drug Program (Rx)</b></p>	<p><u>Deductible</u> None</p> <p><u>Out-of-Pocket Maximum</u></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th style="text-align: center;"><u>2010</u></th> <th style="text-align: center;"><u>2011</u></th> <th style="text-align: center;"><u>2012</u></th> <th style="text-align: center;"><u>2013</u></th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td style="text-align: center;">\$900</td> <td style="text-align: center;">\$900</td> <td style="text-align: center;">\$900</td> <td style="text-align: center;">\$1,200</td> </tr> <tr> <td>Family</td> <td style="text-align: center;">\$1,800</td> <td style="text-align: center;">\$1,800</td> <td style="text-align: center;">\$1,800</td> <td style="text-align: center;">\$2,400</td> </tr> </tbody> </table> <p>Out-of-Pocket Maximum provisions:</p> <ul style="list-style-type: none"> <li>• Applies to all Network prescription drug copays.</li> <li>• The following costs will never apply towards Out-of-Pocket Maximum or are paid for by the plan after the Out-of-Pocket Maximum is satisfied: <ul style="list-style-type: none"> <li>• Any medical or mental health/substance abuse expenses</li> <li>• Any applicable monthly contributions</li> <li>• Any charges for non-covered prescription drugs</li> <li>• Any penalties for failure to comply with terms of plan (i.e., mandatory generic penalty)</li> <li>• Any charges for prescription drugs that are exclusions under the plan</li> </ul> </li> <li>• The amount that is applied to the Out-of-Pocket Maximum is the Network prescription drug copays.</li> <li>• With Family coverage, a covered person has satisfied the Out-of-Pocket Maximum once their copays satisfy the Individual Out-of-Pocket Maximum amount. The Family Out-of-Pocket Maximum is met once any combination of covered persons' prescription drug copays meet the Family Out-of-Pocket Maximum amount. It is not necessary that any one individual reach the Individual Out-of-Pocket Maximum amount but no one individual may contribute more than the Individual Out-of-Pocket Maximum amount.</li> </ul> <p><u>Retail – Network Copays</u></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th style="text-align: center;"><u>2010</u></th> <th style="text-align: center;"><u>2011</u></th> <th style="text-align: center;"><u>2012</u></th> <th style="text-align: center;"><u>2013</u></th> </tr> </thead> <tbody> <tr> <td>Generic</td> <td style="text-align: center;">\$10</td> <td style="text-align: center;">\$10</td> <td style="text-align: center;">\$10</td> <td style="text-align: center;">\$10</td> </tr> <tr> <td>Formulary</td> <td style="text-align: center;">\$20</td> <td style="text-align: center;">\$20</td> <td style="text-align: center;">\$20</td> <td style="text-align: center;">\$35</td> </tr> <tr> <td>Non-formulary</td> <td style="text-align: center;">\$40</td> <td style="text-align: center;">\$40</td> <td style="text-align: center;">\$40</td> <td style="text-align: center;">\$60</td> </tr> </tbody> </table> <p><u>Retail – Non-Network Copays</u> Participant pays the greater of the applicable Network copay or balance remaining after the plan pays 75%.</p> <p><u>Mail Order Copays</u></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th style="text-align: center;"><u>2010</u></th> <th style="text-align: center;"><u>2011</u></th> <th style="text-align: center;"><u>2012</u></th> <th style="text-align: center;"><u>2013</u></th> </tr> </thead> <tbody> <tr> <td>Generic</td> <td style="text-align: center;">\$20</td> <td style="text-align: center;">\$20</td> <td style="text-align: center;">\$20</td> <td style="text-align: center;">\$20</td> </tr> <tr> <td>Formulary</td> <td style="text-align: center;">\$40</td> <td style="text-align: center;">\$40</td> <td style="text-align: center;">\$40</td> <td style="text-align: center;">\$70</td> </tr> <tr> <td>Non-formulary</td> <td style="text-align: center;">\$80</td> <td style="text-align: center;">\$80</td> <td style="text-align: center;">\$80</td> <td style="text-align: center;">\$120</td> </tr> </tbody> </table> <p>The provisions under the AT&amp;T Medical Plan regarding the following will apply:</p> <ul style="list-style-type: none"> <li>• Mandatory mail order for maintenance Rx – Applies after second fill at retail.</li> <li>• Specialty pharmacy program</li> <li>• Personal Choice – 100% participant-paid</li> <li>• Mandatory Generic</li> </ul>		<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	Individual	\$900	\$900	\$900	\$1,200	Family	\$1,800	\$1,800	\$1,800	\$2,400		<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	Generic	\$10	\$10	\$10	\$10	Formulary	\$20	\$20	\$20	\$35	Non-formulary	\$40	\$40	\$40	\$60		<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	Generic	\$20	\$20	\$20	\$20	Formulary	\$40	\$40	\$40	\$70	Non-formulary	\$80	\$80	\$80	\$120
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<b>Employee Assistance Plan</b>	
<b>Plan</b>	No change from current plan
<b>Visit Limit</b>	No change from current plan
<b>Disability</b>	
<b>Plan</b>	No change from current plan
<b>Short Term Disability (STD)</b>	No change from current plan
<b>Long-Term Disability (LTD)</b>	No change from current plan
<b>Leaves of Absence (LOAs)</b>	
<b>Plan</b>	No change from current plan, except for the Southwest Region Transitional Leave of Absence (TLOA). Employees on a TLOA shall retire upon attaining retirement eligibility.
<b>Types of LOAs</b>	No change from current plan
<b>Dental</b>	
<b>Plan</b>	No change from current plan
<b>Eligibility</b>	No change from current plan
<b>Active (Full-Time) Monthly Contributions</b>	No change from current plan
<b>Active (Part-Time) Monthly Contributions</b>	No change from current plan
<b>Deductible</b>	No change from current plan
<b>Annual Maximum Benefit</b>	No change from current plan
<b>Orthodontic Lifetime Maximum Coverage Levels</b>	No change from current plan
	No change from current plan
<b>Vision</b>	
<b>Plan</b>	No change from current plan
<b>Eligibility</b>	No change from current plan
<b>Active (Full-Time) Monthly Contributions</b>	No change from current plan
<b>Active (Part-Time) Monthly Contributions</b>	No change from current plan
<b>Coverage Levels</b>	No change from current plan
<b>Flexible Spending Account (FSA)</b>	
<b>Plan</b>	AT&T Flexible Spending Account Plan <ul style="list-style-type: none"> <li>• Pre-Tax Premium Option</li> <li>• Health Care FSA</li> <li>• Dependent Care FSA</li> </ul>
<b>Contribution Minimum/Maximums</b>	Health Care FSA \$100/\$10,000 per year Dependent Care FSA \$100/\$5,000 per year
<b>CarePlus</b>	
<b>Plan</b>	No change from current plan
<b>Monthly Contributions</b>	No change from current plan
<b>General Benefits</b>	No change from current plan
<b>Life Insurance</b>	
<b>Plan</b>	<ul style="list-style-type: none"> <li>• AT&amp;T Medical and Group Life Insurance Plan – Group Life Insurance</li> <li>• AT&amp;T Supplementary Group Life Insurance Program</li> <li>• AT&amp;T Dependent Group Life Insurance Program</li> </ul>

*J.R.K*

<b>Active Benefits</b>	<ul style="list-style-type: none"> <li>• Basic: 1X Annual Pay, Employer paid</li> <li>• Supplemental: Up to 6X Annual Pay, Employee paid</li> <li>• Accidental Death and Dismemberment (AD&amp;D) Basic: 1X Annual Pay, Employer paid</li> <li>• AD&amp;D Supplemental: Up to 6X, Employee paid</li> <li>• Dependent Child Life and AD&amp;D: \$1.5K, \$3K, \$5K, \$10K, \$15K, Employee paid</li> <li>• Spouse Life and AD&amp;D: \$10K, \$25K-\$150K in \$25K increments, Employee paid</li> <li>• No Evidence of Insurability (EOI) for Spouse coverage of \$10K during initial enrollment period. Otherwise, EOI required for any enrollment or increase</li> <li>• No EOI for Child coverage at anytime for initial or increase</li> </ul> <p>* Note: Contribution amounts are subject to annual adjustment.</p>
<b>Definition of Pay</b>	<ul style="list-style-type: none"> <li>• Annual Pay is the Employee's Rate of Pay in effect the first business day of September of the immediately preceding Plan Year for current Participants, or the eligibility date for newly eligible participants, or the last day of active payroll for Retirees/LTD Recipients.</li> <li>• Annual Rate of Pay includes base wages, targeted commissions, team award, individual discretionary award, and miscellaneous pay, where applicable.</li> </ul>
<b>Long-Term Care</b>	
<b>Plan</b>	AT&T Consolidated Long-Term Care Insurance Plan
<b>Coverage</b>	100% Participant-paid Various options
<b>Adoption</b>	
<b>Plan</b>	No change from current plan
<b>Coverage</b>	No change from current plan
<b>Commuter</b>	
<b>Plan</b>	AT&T Commuter Benefit Program
<b>Coverage</b>	Pre-tax deductions for parking and mass transit. 2009 IRS limits: \$230 parking; \$230 mass transit. Eligible expenses and monthly limits follow Internal Revenue Code Section 132 Regulations.  Note: Annual adjustments apply.

Provision																
<b>Retiree Provisions</b>	Effective 4/1/2010: Applicable for the term of the Agreement to Eligible Retired Employees who terminate during the term of the Agreement. The exceptions identified for Employees above apply except for the provisions noted below.															
<b>Medical</b>																
<b>Retiree (Full-Time) Monthly Contributions</b>	Eligible Retired Employees, shall be eligible to participate in the following: <u>New Hires and Converted Temp/Term Employees</u> CustomCare with the following exceptions: Contributions: <ul style="list-style-type: none"> <li>• Eligible Retired Employees who are Non-Medicare eligible will pay 50% of total cost of coverage</li> <li>• Eligible Retired Employees who are Medicare eligible are ineligible for coverage</li> </ul> <u>Current Employees</u> CustomCare Contributions <table border="1"> <thead> <tr> <th>Coverage Tier</th> <th>2010</th> <th>2011</th> <th>2012</th> <th>2013</th> </tr> </thead> <tbody> <tr> <td>Ind</td> <td>\$0</td> <td>\$15</td> <td>\$25</td> <td>\$35</td> </tr> <tr> <td>Family</td> <td>\$0</td> <td>\$30</td> <td>\$50</td> <td>\$75</td> </tr> </tbody> </table>	Coverage Tier	2010	2011	2012	2013	Ind	\$0	\$15	\$25	\$35	Family	\$0	\$30	\$50	\$75
Coverage Tier	2010	2011	2012	2013												
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Family	\$0	\$30	\$50	\$75												
<b>Retiree (Part-Time) Monthly Contributions</b>	<u>New Hires and Converted Temp/Term Employees</u> CustomCare with the following exceptions: Contributions: <ul style="list-style-type: none"> <li>• Eligible Retired Employees who are Non-Medicare eligible will pay 50% of total cost of coverage</li> <li>• Eligible Retired Employees who are Medicare eligible are ineligible for coverage</li> </ul> <u>Current Employees</u> CustomCare Contributions: Same as Full-Time Current Employees who retire															
<b>Medicare Part-B Premium Reimbursement</b>	<u>New Hires and Converted Temp/Term Employees</u> Not Eligible <u>Current Employees</u> No change from current plan except that Class I Dependents of employees who retire on and after 1/1/2014 will be ineligible for Medicare Part Premium Reimbursement as provided for in the 2009 Agreement.															
<b>Definition of Pay</b>	No change from current plan															
<b>CarePlus</b>																
<b>Eligibility</b>	Eligible Retired Employees shall be eligible to participate in CarePlus at the same contribution level as Actives.															
<b>Dental</b>																
<b>Retiree (Full-Time) Monthly Contributions</b>	Eligible Retired Employees, shall be eligible to participate in the following: <u>New Hires and Converted Temp/Term Employees</u> AT&T Dental Plan Contributions: <ul style="list-style-type: none"> <li>• Eligible Retired Employees who are Non-Medicare eligible will pay 50% of total cost of coverage</li> <li>• Eligible Retired Employees who are Medicare eligible are ineligible for coverage</li> </ul> <u>Current Employees</u> AT&T Dental Plan No change from current plan															

*J.R.K*

Provision									
<b>Retiree (Part-Time) Monthly Contributions</b>	<p><u>New Hires and Converted Temp/Term Employees</u> AT&amp;T Dental Plan Contributions:</p> <ul style="list-style-type: none"> <li>• Eligible Retired Employees who are Non-Medicare eligible will pay 50% of total cost of coverage</li> <li>• Eligible Retired Employees who are Medicare eligible are ineligible for coverage</li> </ul> <p><u>Current Employees</u> AT&amp;T Dental Plan Contributions: Same as Full-Time Current Employees who retire</p>								
Life Insurance									
<b>Retiree Basic Life (Company Paid)</b>	<p><u>New Hires and Converted Temp/Term Employees</u> \$15,000 Retiree Basic Life</p> <p><u>Current Employees</u></p> <ul style="list-style-type: none"> <li>• 1X Annual Pay</li> <li>• Current age-based reductions will continue to apply</li> </ul> <p>Note: For the purposes of Retiree Basic Life only, Annual Pay:</p> <ul style="list-style-type: none"> <li>• Is the Employee's Rate of Pay as of 12/31/2009.</li> <li>• Includes base wages, targeted commissions, team award, individual discretionary award, and miscellaneous pay, where applicable</li> </ul>								
<b>Supplemental Life (Retiree Paid)</b>	<p><u>New Hires and Converted Temp/Term Employees</u> Employee may add 1X annual pay to Supplemental Life coverage in effect at termination to replace the Basic Life coverage no longer available upon termination of employment</p>								
<b>Definition of Pay</b>	<ul style="list-style-type: none"> <li>• Annual Pay is the Employee's Rate of Pay in effect the first business day of September of the immediately preceding Plan Year for current Participants, or the eligibility date for newly eligible participants, or the last day of active payroll for Retirees/LTD Recipients.</li> <li>• Annual Rate of Pay includes base wages, targeted commissions, team award, individual discretionary award, and miscellaneous pay, where applicable.</li> </ul>								
Vision									
<b>Retiree Vision</b>	Eligible Retired Employees, shall be eligible to participate in the: AT&T Retiree Vision Care Plan paying 100% of the Premium Equivalent Rate (no Company subsidy)								
<b>Monthly Retiree Contributions</b>	<p>The following Retiree and Dependent Vision contributions will apply. Retiree pays 100% of the Premium Equivalent Rate (no Company subsidy)</p> <p><u>AT&amp;T Retiree Vision Care Plan</u> 100% of Premium Equivalent Rate * (Access Only – no Company subsidy) Projected 2010 Retiree Monthly Contribution amounts* :</p> <table border="0" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" style="text-align: center;"><u>Participant Contributions</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Ind</td> <td style="text-align: center;">\$4.12</td> </tr> <tr> <td style="text-align: center;">Ind +1</td> <td style="text-align: center;">\$7.51</td> </tr> <tr> <td style="text-align: center;">Family</td> <td style="text-align: center;">\$10.87</td> </tr> </tbody> </table> <p>* Note: Contribution amounts subject to annual adjustment based on new Premium Equivalent Rates as they change year over year.</p>	<u>Participant Contributions</u>		Ind	\$4.12	Ind +1	\$7.51	Family	\$10.87
<u>Participant Contributions</u>									
Ind	\$4.12								
Ind +1	\$7.51								
Family	\$10.87								

Provision	
<b>Current Employees, New Hires and Eligible Retired Employees</b>	
Voluntary	
<b>Discretionary Program</b>	Marsh PersonalPlans (products offered as they may change from time to time)

**MONTHLY BENEFIT TABLE A  
FOR PENSION EFFECTIVE DATES  
ON OR AFTER JANUARY 1, 2010  
AND BEFORE JANUARY 1, 2011**

Increase =	2%
PENSION BAND NUMBERS	ANY AGE
94	\$24.45
95	\$25.91
96	\$27.37
97	\$28.80
98	\$30.27
99	\$31.72
100	\$33.19
101	\$34.64
102	\$36.10
103	\$37.60
104	\$39.06
105	\$40.49
106	\$41.93
107	\$43.44
108	\$44.92
109	\$46.37
110	\$47.81
111	\$49.29
112	\$50.71
113	\$52.24
114	\$53.67
115	\$55.10
116	\$56.59
117	\$58.02
118	\$59.52
119	\$60.96
120	\$62.44
121	\$63.89
122	\$65.38
123	\$66.81
124	\$68.29
125	\$69.75
126	\$71.19
127	\$72.69
128	\$74.13
129	\$75.61
130	\$77.03
131	\$78.55
132	\$79.97
133	\$81.42
134	\$82.90
135	\$84.34

**MONTHLY BENEFIT TABLE B  
FOR PENSION EFFECTIVE DATES  
ON OR AFTER JANUARY 1, 2011  
AND BEFORE JANUARY 1, 2012**

Increase =	2%
PENSION BAND NUMBERS	ANY AGE
94	\$24.94
95	\$26.43
96	\$27.92
97	\$29.38
98	\$30.88
99	\$32.35
100	\$33.85
101	\$35.33
102	\$36.82
103	\$38.35
104	\$39.84
105	\$41.30
106	\$42.77
107	\$44.31
108	\$45.82
109	\$47.30
110	\$48.77
111	\$50.28
112	\$51.72
113	\$53.28
114	\$54.74
115	\$56.20
116	\$57.72
117	\$59.18
118	\$60.71
119	\$62.18
120	\$63.69
121	\$65.17
122	\$66.69
123	\$68.15
124	\$69.66
125	\$71.15
126	\$72.61
127	\$74.14
128	\$75.61
129	\$77.12
130	\$78.57
131	\$80.12
132	\$81.57
133	\$83.05
134	\$84.56
135	\$86.03

*J.R.K*

**MONTHLY BENEFIT TABLE C  
FOR PENSION EFFECTIVE DATES  
ON OR AFTER JANUARY 1, 2012  
AND BEFORE JANUARY 1, 2013**

**MONTHLY BENEFIT TABLE D  
FOR PENSION EFFECTIVE DATES  
ON OR AFTER JANUARY 1, 2013\***

Increase =	2%	Increase =	2%
PENSION BAND NUMBERS	ANY AGE	PENSION BAND NUMBERS	ANY AGE
94	\$25.44	94	\$25.95
95	\$26.96	95	\$27.50
96	\$28.48	96	\$29.05
97	\$29.97	97	\$30.57
98	\$31.50	98	\$32.13
99	\$33.00	99	\$33.66
100	\$34.53	100	\$35.22
101	\$36.04	101	\$36.76
102	\$37.56	102	\$38.31
103	\$39.12	103	\$39.90
104	\$40.64	104	\$41.45
105	\$42.13	105	\$42.97
106	\$43.63	106	\$44.50
107	\$45.20	107	\$46.10
108	\$46.74	108	\$47.67
109	\$48.25	109	\$49.22
110	\$49.75	110	\$50.75
111	\$51.29	111	\$52.32
112	\$52.75	112	\$53.81
113	\$54.35	113	\$55.44
114	\$55.83	114	\$56.95
115	\$57.32	115	\$58.47
116	\$58.87	116	\$60.05
117	\$60.36	117	\$61.57
118	\$61.92	118	\$63.16
119	\$63.42	119	\$64.69
120	\$64.96	120	\$66.26
121	\$66.47	121	\$67.80
122	\$68.02	122	\$69.38
123	\$69.51	123	\$70.90
124	\$71.05	124	\$72.47
125	\$72.57	125	\$74.02
126	\$74.06	126	\$75.54
127	\$75.62	127	\$77.13
128	\$77.12	128	\$78.66
129	\$78.66	129	\$80.23
130	\$80.14	130	\$81.74
131	\$81.72	131	\$83.35
132	\$83.20	132	\$84.86
133	\$84.71	133	\$86.40
134	\$86.25	134	\$87.98
135	\$87.75	135	\$89.51

\*subject to adjustment based on the COLA adjustment, if any, applied to wages (May 1, 2012)

**MONTHLY BENEFIT TABLE E  
FOR PENSION EFFECTIVE DATES  
ON OR AFTER JANUARY 1, 2010  
AND BEFORE JANUARY 1, 2011**

Increase =	2%
PENSION BAND NUMBERS	ANY AGE
7A8	\$30.27
7A9	\$31.72
700	\$33.19
701	\$34.64
702	\$36.10
703	\$37.60
704	\$39.06
705	\$40.49
706	\$41.93
707	\$43.44
708	\$44.92
709	\$46.37
710	\$47.81
711	\$49.29
712	\$50.71

**MONTHLY BENEFIT TABLE F  
FOR PENSION EFFECTIVE DATES  
ON OR AFTER JANUARY 1, 2011  
AND BEFORE JANUARY 1, 2012**

Increase =	2%
PENSION BAND NUMBERS	ANY AGE
7A8	\$30.88
7A9	\$32.35
700	\$33.85
701	\$35.33
702	\$36.82
703	\$38.35
704	\$39.84
705	\$41.30
706	\$42.77
707	\$44.31
708	\$45.82
709	\$47.30
710	\$48.77
711	\$50.28
712	\$51.72

**MONTHLY BENEFIT TABLE G  
FOR PENSION EFFECTIVE DATES  
ON OR AFTER JANUARY 1, 2012  
AND BEFORE JANUARY 1, 2013**

Increase =	2%
PENSION BAND NUMBERS	ANY AGE
7A8	\$31.50
7A9	\$33.00
700	\$34.53
701	\$36.04
702	\$37.56
703	\$39.12
704	\$40.64
705	\$42.13
706	\$43.63
707	\$45.20
708	\$46.74
709	\$48.25
710	\$49.75
711	\$51.29
712	\$52.75

**MONTHLY BENEFIT TABLE H  
FOR PENSION EFFECTIVE DATES  
ON OR AFTER JANUARY 1, 2013\*\***

Increase =	2%
PENSION BAND NUMBERS	ANY AGE
7A8	\$32.13
7A9	\$33.66
700	\$35.22
701	\$36.76
702	\$38.31
703	\$39.90
704	\$41.45
705	\$42.97
706	\$44.50
707	\$46.10
708	\$47.67
709	\$49.22
710	\$50.75
711	\$52.32
712	\$53.81

\*\*subject to adjustment based on the COLA adjustment, if any, applied to wages (May 1, 2012)

*J.R.K*

**INCENTIVE PLANS**

1. Incentive Plans are intended to recognize and reward the contribution of employees to the financial performance and operational efficiency of the Company.
2. Incentive Plans are designed and can be implemented for employees within the Company, based on individual or team results.
3. Incentive Plans may be designed and/or paid on a monthly, quarterly, semi-annual or annual basis.
4. Measures that will be used for the Incentive Plans may include, but are not limited to, the following:
  - A. Productivity;
  - B. Quality; and/or
  - C. Financial
5. Incentive Plans are subject to state and local taxes, federal income and social security taxes in effect at the time of payment.
6. The Company reserves the right to amend, modify or discontinue any Incentive Plan.
7. The Company would limit the value of an individual's incentive to approximately \$3000 per year for each Incentive Plan unless mutually agreed to by the Union. "Incentive Plan" refers to an individual plan with a beginning and end date within the calendar year.
8. Employees may not be excluded from participating in an Incentive Plan because of an unsatisfactory appraisal or for being on a step of discipline. Employees may be excluded from participating due to misconduct.
9. Participation in Incentive Plans is on a voluntary basis.
10. The Company will provide the Union with a copy of the major Incentive Plans that are implemented.
11. The Leveraged Service Representative Sales Committee may discuss incentives for the major Incentive Plans.

**APPENDIX J**

**SUPPLEMENTAL STATEMENTS  
SUMMARY**

<b>STATEMENT NO.</b>	<b>TITLE</b>
1.	Classification of Employees
2.	Basis of Compensation
3.	Work Schedules
4.	Holidays
5.	Vacations
6.	Personal Days
7.	Absences from Duty
8.	Transfers
9.	Promotional Pay Treatment
10.	Relief Differential
11.	Travel
12.	Force Adjustment
13.	Subcontracting
14.	Additional Payments
15.	Work Apparel
16.	Employment Security
17.	Monitoring
18.	Global Positioning System (GPS)

*B.RK*

## APPENDIX J

### SUPPLEMENTAL STATEMENTS

#### 1. CLASSIFICATION OF EMPLOYEES

Section 2 of Article II, Classification of Employees, of the 2009 Departmental Agreement, is modified for Appendix J to add the following:

- d. **Term Employees.** A term employee is one who is engaged for a specific project or a limited period, with the definite understanding that his or her employment is to terminate upon completion of the project or at the end of the period, and whose employment is expected to continue for more than three (3) consecutive months, but not more than thirty-six (36) months. If a Term employee covered by Appendix J attains thirty-six (36) months of service, the employee shall either be work completed or converted to a Regular Employee at the Company's discretion. If the employee is converted to a Regular Employee, the employee will continue to be covered by the terms, conditions and benefits provided by Appendix J.

Section 3 of Article II, Classification of Employees, of the 2009 Departmental Agreement, is modified for Appendix J employees to add "term employees" to the employees who are classified as either full-time or part-time.

#### 2. BASIS OF COMPENSATION

In lieu of Article IV, Basis of Compensation, of the 2009 Departmental Agreement, the following terms and conditions apply to Appendix J:

##### Section 1. **Rates of Pay.**

- a. The Wage Schedules for all job titles shall be as set forth in Appendix J.
- b. Employees may be hired anywhere on the Wage Schedule, as determined by management.

Section 2. **Progression Plan.** Progression increases shall be in accordance with the following:

- a. Increase to the next higher rate as provided for in the applicable Wage Schedules included as Appendix J shall be after a progression interval equal to the difference in months between 1) the wage length of service shown by the applicable Wage Schedule for such next higher rate, and 2) that shown for the employee's current wage rate.

- b. Increase dates will be at six (6) month intervals, or at such other intervals as may be specified in the applicable Wage Schedules.
- c. No wage increase shall become effective during a period of total disability which is continuous for eight (8) days or more.
- d. **Progression Following Upgrading.** The length of consideration intervals for progression increases following upgrading shall be as provided in the Wage Schedules for the classification or job to which upgraded. The consideration interval for the first progression increase following upgrading shall begin with the date previously established for progression on the schedule of the job or classification from which upgraded except that if the wage rate step is established as the result of a step down from maximum as provided in Article XIV, Promotional Pay Treatment, of the 2009 Departmental Agreement, a new progression date shall be established in accordance with paragraph a. preceding.

Section 3. **Overtime.** Employees may be required to work overtime subject to the needs of the business. Employees scheduled to work overtime will be paid in accordance with applicable Federal and/or State Laws. Employees will not be scheduled or assigned overtime in excess of twenty (20) hours in a work week unless either the employee consents to such overtime assignment or, as determined by management, there exists a service emergency (e.g., an event of national, state or local importance, fire, explosion, or other catastrophe, severe weather conditions, long-term service difficulties or an act of God, etc.).

Section 4. **Shift Differentials.** Employees who are scheduled to work an evening or night assignment in which more than fifty (50) percent of the time falls between the hours of 6:00 p.m. and 6:00 a.m., will receive a daily premium payment of ten (10) percent of their base wages for each day worked. Shift differentials will be included in the employee's rate of pay for purposes of computing payments during periods of vacation and holidays, if the following conditions are met: an employee works one (1) full work week of evening or night assignments before his/her vacation or holiday and is scheduled to work one (1) full work week of evening or night assignments, following his/her vacation or holiday.

Section 5. **Sunday Premium Payments.** Employees who work on a Sunday shall receive the rate of one and one-half (1½) times the employee's base wages, up to a maximum of eight (8) hours per day. Employees who are excused from work with pay during scheduled hours on Sunday shall be paid at straight time for the excused absence.

Section 6. **Meal Periods.** Unpaid meal periods will normally be scheduled for thirty (30), forty-five (45) or sixty (60) minutes, as determined by the Company.

### 3. WORK SCHEDULES



In lieu of Article VI, Hours of Work and Article VII, Work Schedules, of the 2009 Departmental Agreement, the following terms and conditions apply to Appendix J:

Section 1. **Work Schedules.** The Company will determine and post the work schedules. Employees' scheduled work hours may start at any time of the day, on any day of the week and may be spread over any six (6) days of the week. Work schedules will be posted for a minimum period of one (1) week and are subject to change, with forty-eight (48) hours notice to the employee. All employees will have the opportunity to work thirty-two (32) hours in a week. Any time off from otherwise scheduled work will be counted toward the thirty-two (32) hours.

Section 2. **Change of Hours.** If an employee is notified less than twelve (12) hours before the originally scheduled start time of a change in work hours, the affected employee will receive two (2) hours of pay at the straight time rate.

Section 3. **Cancellation of Hours.**

- a. If an employee is notified less than twelve (12) hours before the originally scheduled start time that the scheduled hours are canceled, the affected employee will receive two (2) hours of pay at the straight time rate.
- b. If an employee begins work at the scheduled time on a scheduled workday the employee's scheduled workday cannot be canceled.

Section 4. **Split Workdays.** The Company may schedule employees to work a split workday. A split workday is a divided workday, with hours off in between.

#### 4. HOLIDAYS

In lieu of Article VIII, Holidays, of the 2009 Departmental Agreement, the following terms and conditions apply to Appendix J:

Section 1. **Paid Holidays.** Seven (7) paid holidays shall be observed as follows:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day

Holidays that fall on a Sunday will be observed on the following Monday. When a holiday falls on a Saturday, employees will be given another day off in a subsequent week or a preceding week as determined by the Company. All time off earned in the previous vacation year must be taken before any time off in the current vacation year can be taken.

Section 2. **Working on a Holiday.** Employees who work on a holiday will not be given a day off to be taken at a later date. Employees who work on a holiday will be paid eight (8) hours at straight time for the holiday and at time and one half (1 ½) for each hour worked on the holiday.

Section 3. **Holidays During a Vacation Week.** When a holiday falls during a week in which an employee is on vacation, the day will be treated as a holiday, not as a day of vacation.

Section 4. **Holiday Tours.** Holiday tours are those which begin on the Authorized Holiday.

## 5. VACATIONS

In lieu of Article IX, Vacations, of the 2009 Departmental Agreement, the following terms and conditions apply to Appendix J:

Section 1. **Vacation Year.** The year in which vacation and Personal Days off may be taken shall be known as the "vacation year." The vacation year is defined as a period of time beginning December 31st and ending on December 30th of the following year. Employees must be active on the payroll (not on a leave of absence or on disability) and must physically report to work for at least one (1) day in the vacation year to be eligible for vacation and Personal Days Off. However, employees may be granted vacation for which they are otherwise eligible in a vacation year without performing any work for the Company in that year, provided they are not on a leave of absence or disability and such vacation is contiguous to and continues with their vacation for the preceding year or such vacation begins during the first seven (7) days of the vacation year.

Section 2. **Vacation Eligibility.** Employees shall be eligible for vacation, based on their Net Credited Service (NCS) with the Company, as follows:

- a. One (1) week of vacation upon completion of six (6) months of service.
- b. Two (2) weeks of vacation upon completion of twelve (12) months of service. This provision cannot be combined with the above to result in more than two (2) weeks of vacation entitlement in the same vacation year.
- c. Three (3) weeks of vacation to any employee who could complete seven (7) years of service or more but less than fifteen (15) years of service within the vacation year.
- d. Four (4) weeks of vacation to any employee who could complete fifteen (15) years of service or more but less than twenty-five (25) years of service within the vacation year.



- e. Five (5) weeks of vacation to any employee who could complete twenty-five (25) years of service or more within the vacation year.

Section 3. **Carry-over Vacation.** All employees are encouraged to take all of their vacation time during the vacation year. However, a maximum of one (1) week of vacation may be carried over into the next vacation year. A vacation week that is carried over must be taken by April 30th. The Company may at its discretion place employees on vacation and require them to take vacation at a specified time. The number of weeks management may place employees on vacation is limited to not more than one (1) week in a vacation year. Should the need to place employees on vacation occur, the Company will provide thirty (30) days notice to the affected employees.

Section 4. **Vacation Selection.** Employees may select their vacation in full weeks and on a day-at-a-time basis during the vacation selection process. Vacations shall be selected in a work group as determined by the Company, based on seniority. The Company shall determine periods available for selection and the number of employees allowed off on vacation.

## 6. PERSONAL DAYS

In lieu of Article X, Excused Work Days, of the 2009 Departmental Agreement, the following terms and conditions apply to Appendix J:

Section 1. **Personal Days Off.** Employees are allowed flexibility through the use of Personal Days Off to be off work with pay, subject to approval by management. Each employee who has completed six (6) months of service will be eligible for seven (7) paid Personal Days Off each vacation year. The Company may at its discretion place employees on Personal Days Off and require them to take Personal Days Off at a specified time. The number of Personal Days Off that management may place employees on is limited to not more than one (1) in each vacation year. Should the need to place employees on a Personal Day Off occur, the Company will provide thirty (30) days notice to the affected employees.

Section 2. **Carry-over of Personal Days Off.** All employees are encouraged to take all of their Personal Days Off during the vacation year. However, Personal Days Off may be carried over into the next vacation year. Personal Days Off that are carried over must be taken by April 30<sup>th</sup> of the year in which they are carried over.

Section 3. **Selection of Personal Days Off.** All Personal Days Off shall be selected based on seniority within a work group as determined by the Company. Employees may be permitted to take all of their Personal Days Off in two (2)-hour increments. The Company shall determine periods available for selection and the number of employees allowed off on Personal Days Off.

7. ABSENCES FROM DUTY

Section 5, Illness, of Article XI, Absences From Duty, of the 2009 Departmental Agreement, is replaced for Appendix J as follows:

Section 5. **Absence.** Employees having one (1) or more years of Net Credited Service shall be paid at the basic wage rate for illness absences on scheduled workdays, up to a maximum of five (5) paid illness absence days per calendar year. Employees must notify their supervisor before their scheduled start time that they will be absent from work due to illness.

8. TRANSFERS

Article XIII, Job Vacancy, of the 2009 Departmental Agreement, is modified for Appendix J to add the following note:

Note: The Company may at its discretion hire employees off the street or from outside of the Bargaining Unit to fill vacancies.

Regular employees with at least thirty (30) months of time-in-title, unless waived by the Company, and who have satisfactory attendance and work performance, may transfer to titles included in Appendices A, B, C, D, E, H and I at the discretion of management.

The Company retains its discretion to make force rearrangements per Article XIII, Job Vacancy, Section 3.b.(7).

The Surplus Transfer Request (STR) process will not apply to employees in titles listed in Appendix J.

9. PROMOTIONAL PAY TREATMENT

Section 4 of Article XIV, Promotional Pay Treatment, of the 2009 Departmental Agreement is modified for Appendix J as follows:

Premises Technician shall be included in Job Category V.

10. RELIEF DIFFERENTIAL

In lieu of Article XV, Temporary Work in Higher Positions, Section 5, Relief Differential for Employees Whose Job Titles are Shown in Appendix B-Contact and Appendix I-Contact, paragraph a, of the 2009 Departmental Agreement, the following terms and conditions apply to Appendix J:



Section 5. **Relief Differential.**

- a. Employees will be paid a differential of eight dollars (\$8.00) when in addition to their normal duties they relieve or assist a manager for four (4) hours or more. Relief Differential assignments specifically exclude administering discipline to other employees.

11. TRAVEL

In lieu of Article XVI, Travel, of the 2009 Departmental Agreement, the following terms and conditions apply to Appendix J:

Section 1. **Travel and Temporary Work Locations.**

- a. The Company will either furnish all means of transportation or specify what transportation shall be used for travel on Company business.
- b. Employees who agree to use their personal vehicles for Company business will be reimbursed at the then current IRS reimbursement rate for mileage.
- c. Employees may be assigned to work at a temporary work location. When employees are assigned to work at a temporary work location, the employee will be reimbursed for travel time and transportation expenses to and from the temporary work location in excess of that required for the employee's normal commute.
- d. Transportation expenses include, but are not limited to, mileage, bridge toll, parking, airfare, and bus fare.

Section 2. **Overnight Trips.** If the Company determines that overnight travel is required, the employee will be reimbursed for expenses, which are supported by receipts as follows:

- a. Transportation expenses as described in Section 1.
- b. Lodging, approved in advance by the Company.
- c. Meals, not to exceed thirty dollars (\$30) per day, unless management approves a higher amount in advance.

12. FORCE ADJUSTMENT

In lieu of Article XVII, Force Adjustment and Article XVIII, Severance, of the 2009 Departmental Agreement, the following terms and conditions apply to Appendix J:

Section 1. **Relocation Of Work.** When work is to be relocated, the Company may, if it deems appropriate, offer the affected employees the opportunity to follow their work to the new location. Transfers of employees who elect to follow their work to the new location will be considered as employee-initiated transfers.

Section 2. **Force Adjustment.** Whenever force conditions as determined by the Company are considered to warrant a surplus and the possible layoff of employees, the Company shall notify the Union in writing prior to notifying the affected employees. Employees will be laid off in a process determined by the Company. The surplus employees designated for layoff will be notified a minimum of two (2) weeks prior to the layoff date, unless otherwise provided by law.

Section 3. **Layoff Allowance.** Employees who are laid off will be paid a layoff allowance based on their seniority and their basic weekly wage rate in effect at the time of the layoff, in accordance with the following:

<b>Length of Service</b>	<b>Layoff Allowance</b>
0 - 12 Months	1 week of pay
13 - 24 Months	2 weeks of pay
25 - 47 Months	3 weeks of pay
48 Months or More	4 weeks of pay

Section 4. **Priority Rehire.** An employee who is laid off with satisfactory attendance and work performance and who applies for re-employment in the same position from which he/she was laid off, will receive priority consideration for rehire over new applicants for twenty-four (24) months from his/her layoff date.

### 13. SUBCONTRACTING

In lieu of Article XXV, Contract Work, of the 2009 Departmental Agreement, the following terms and conditions apply to Appendix J:

It is the Company's objective to consider carefully the interests of both the customer and employee along with other considerations essential to management of the business in a highly competitive and dynamic environment. While the Company believes it is in its best interests to utilize its own employees, the Company does use contractors, as it deems necessary in order to respond to a highly unpredictable marketplace. For various reasons where the needs of the business require, the Company may subcontract work.

### 14. ADDITIONAL PAYMENTS

Section 1. **Discretionary Lump Sum Payments.** A lump sum payment of up to five (5) percent of an employee's annualized fifty-two (52) week wage rate may be granted to individual employees at the Company's discretion.



Section 2. **Additional Cash Awards.** The Company may provide employees with additional cash awards. The selection of employees and the amounts of the cash awards will be made at the discretion of management.

15. WORK APPAREL

Section 1. **Appearance Guidelines.** The Company may, at its sole discretion, implement appearance standards and/or a dress code consistent with State and Federal laws. The Company may change the standards and code at its discretion.

Section 2. **Branded Apparel Program.** For the employees in Appendix J, participation in the AT&T Branded Apparel Program (BAP) is mandatory.

The Company can modify or discontinue the BAP at its discretion. In the event the BAP is discontinued for the employees listed in Appendix J, the Company will give the employees a minimum notice of thirty (30) days prior to such discontinuance.

16. EMPLOYMENT SECURITY

The provisions of the Memorandum of Agreement – Employment Security Commitment dated April 5, 2009, and the Memorandum of Agreement – Extended Employment Opportunity Period dated April 5, 2009, shall not apply to employees in titles listed in Appendix J.

17. MONITORING

The Company, at its discretion, may monitor and/or record calls of those employees in Appendix J in accordance with State and Federal laws.

18. GLOBAL POSITIONING SYSTEM (GPS)

The Company, at its discretion, may use GPS technology with those employees in Appendix J in accordance with State and Federal laws.

**MEMORANDUM OF AGREEMENT**  
**NATIONAL TRANSFER PLAN**

This Memorandum of Agreement is entered into as of April 5, 2009 between Communications Workers of America ("CWA" or the "Union") and Southwestern Bell Telephone Company, SBC Advanced Solutions, Inc., AT&T DataComm, Inc., AT&T Operations, Inc., AT&T Services, Inc., and SBC Telecom, Inc. (collectively referred to as the "Company" or "Management"). This Agreement shall be effective for the life of the 2009 Labor Agreements, unless otherwise mutually agreed in writing by the parties.

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, the Company agrees to extend the Intersubsidiary Movement (IMF) process and the CWA Surplus Exchange (CSE) process with the following modifications:

**IMF:**

1. Southeast companies for the bargaining units listed below will be added to the list of participating companies (Exhibit A):
  - Southeast Core Bargaining Unit
    - BellSouth Telecommunications, Inc.
    - BellSouth Communication Systems, LLC
    - BellSouth Corporation
    - BellSouth Long Distance, Inc.
  - Southeast Billing Bargaining Unit
    - AT&T Billing Southeast, Inc.
  - Southeast Utility Operations Bargaining Unit
    - BellSouth Telecommunications, Inc.
2. 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.
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. 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:

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- 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.
5. Employees who have held the Premises 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 Technicians ("Premises 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 Technician Agreement will be treated by any receiving company that is party to this IMF agreement and that also is party to a Premises Technician Agreement as if they were received from their own Premises Technician Agreement for all purposes. If the receiving company does not have a Premises 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.
6. 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).

7. Unless expressly provided to the contrary by the Benefits Agreement in the 2009 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. Southeast companies for the bargaining units listed below will be added to the list of participating companies (Exhibit B):
  - Southeast Core Bargaining Unit
    - BellSouth Telecommunications, Inc.
    - BellSouth Communication Systems, LLC
    - BellSouth Corporation
    - BellSouth Long Distance, Inc.
  - Southeast Billing Bargaining Unit
    - AT&T Billing Southeast, Inc.
  - Southeast Utility Operations Bargaining Unit
    - BellSouth Telecommunications, Inc.
2. Legacy T companies for the bargaining unit listed below will be added to the list of participating companies (Exhibit B):
  - Legacy T CWA Operations Bargaining Unit
    - AT&T Corp.
    - AT&T Laboratories, Inc.
    - TC Systems, Inc.
    - TCG Services, Inc.
    - TCG Carolinas
    - TCG New Jersey
    - TCG New Jersey, Inc.
    - TCG Rhode Island
    - Teleport Telecommunications New York
3. 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.
4. 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.

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5. 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.
6. 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.
7. 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.
8. 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.

9. Employees who have held the Premises 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 Technicians ("Premises 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 Technician Agreement will be treated by any receiving company that is party to this CSE agreement and that also is party to a Premises Technician Agreement as if they were received from their own Premises Technician Agreement for all purposes. If the receiving company does not have a Premises 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.
10. 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).
11. Unless expressly provided to the contrary by the Benefits Agreement in the 2009 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.

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**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.

FOR THE UNION:

By: Andy Milburn  
Andy Milburn  
Vice President, District 6

FOR THE COMPANY:

By: Joe Croci  
Joe Croci  
Vice President-Labor Relations

*B.RK*

Exhibit A

**CURRENT PARTICIPATING COMPANIES  
COVERED BY INTERSUBSIDIARY MOVEMENT**

Ameritech Services, Inc.  
AT&T Billing Southeast, Inc.  
AT&T Corp.  
AT&T Laboratories, Inc.  
AT&T Messaging LLC (Southwest, West Regions)  
AT&T Operations, Inc.  
AT&T Services, Inc.  
AT&T Video Services, Inc. (Southwest, West Regions)  
AT&T Yellow Pages (East, Midwest, Southwest Regions)  
BellSouth Communication Systems, LLC  
BellSouth Corporation  
BellSouth Long Distance, Inc.  
BellSouth Telecommunications, Inc.  
Illinois Bell Telephone Company  
Indiana Bell Telephone Company  
Michigan Bell Telephone Company  
Nevada Bell Telephone Company  
The Ohio Bell Telephone Company  
Pacific Bell Information Services (West Messaging)  
Pacific Bell Telephone Company  
SBC Global Services, Inc. (West Region)  
SBC Internet Services, Inc.  
SNET Diversified Group, Inc.  
Southern New England Telephone  
Southwestern Bell Telephone Company  
TC Systems, Inc.  
TCG Carolinas  
TCG New Jersey  
TCG New Jersey, Inc.  
TCG Rhode Island  
TCG Services, Inc.  
Teleport Telecommunications New York  
Wisconsin Bell Telephone Company

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Exhibit B

**CURRENT PARTICIPATING COMPANIES  
COVERED BY CWA SURPLUS EXCHANGE**

Ameritech Services, Inc.  
AT&T Billing Southeast, Inc.  
AT&T Corp.  
AT&T Laboratories, Inc.  
AT&T Messaging LLC (Southwest, West Regions)  
AT&T Operations, Inc.  
AT&T Services, Inc.  
AT&T Video Services, Inc. (Southwest, West Regions)  
AT&T Yellow Pages (East, Midwest, Southwest Regions)  
BellSouth Communication Systems, LLC  
BellSouth Corporation  
BellSouth Long Distance, Inc.  
BellSouth Telecommunications, Inc.  
Illinois Bell Telephone Company  
Indiana Bell Telephone Company  
Michigan Bell Telephone Company  
Nevada Bell Telephone Company  
The Ohio Bell Telephone Company  
Pacific Bell Information Services (West Messaging)  
Pacific Bell Telephone Company  
SBC Global Services, Inc. (Midwest, West Region)  
SBC Internet Services, Inc.  
SNET Diversified Group, Inc.  
Southern New England Telephone  
Southwestern Bell Telephone Company  
TC Systems, Inc.  
TCG Carolinas  
TCG New Jersey  
TCG New Jersey, Inc.  
TCG Rhode Island  
TCG Services, Inc.  
Teleport Telecommunications New York  
Wisconsin Bell Telephone Company



**MEMORANDUM OF AGREEMENT**  
**EMPLOYMENT SECURITY COMMITMENT (ESC)**

This Memorandum of Agreement is entered into as of April 5, 2009 between Communications Workers of America ("CWA" or the "Union") and Southwestern Bell Telephone Company, SBC Advanced Solutions, Inc., AT&T DataComm, Inc., AT&T Operations, Inc., AT&T Services, Inc., and SBC Telecom, Inc. (collectively referred to as the "Company" or "Management"). This Agreement supersedes the Memorandum of Agreement entered into April 4, 2004 as set forth in the 2004 Settlement Agreement and shall be effective for the life of the 2009 Labor Agreements, unless otherwise mutually agreed in writing by the parties.

1. The Company will guarantee employment security from involuntary layoff (Job Offer Guarantee), during the period stated herein to qualified surplus regular employees, subject to the conditions and provisions contained in this Commitment.

NOTE: This Commitment does not apply to an employee who has been offered the opportunity to follow the work within his/her Job Vacancy Scope, as defined in Appendix F, Exchanges and Job Vacancy Scopes, of the 2009 Departmental Agreement (based on the employee's Regular Place of Reporting; Job Vacancy Scope hereinafter referred to as Scope) or to an employee who has invoked the HJSC, nor shall it continue to apply to an employee who is offered the opportunity to fill a position in his/her Scope under Article XIII, **Job Vacancy**, or Article XVII, **Force Adjustment**, of the 2009 Departmental Agreement.

2. Any regular employee (except those excluded by the note in 1. above) who, after the effective date of this Agreement, is in a surplus status pursuant to Article XVII, **Force Adjustment**, shall, prior to involuntary layoff, be offered a job in the Scope for which he/she is qualified, provided the employee has first fulfilled the following conditions:
  - A. Is already qualified for consideration, or becomes so qualified, by passing the Keyboarding Test - Level 1 and the appropriate operator and entry level clerical tests.
  - B. Meets expectations on his/her current job.
  - C. Within sixty (60) days of the date of surplus notification, or by such later date as is determined by Management, advises the Company of his/her election to invoke the Job Offer Guarantee, and to be considered for all jobs at all locations within the Scope beginning on the ninety-first (91<sup>st</sup>) day following the date of surplus notification (or on the day following the anticipated force disposition date for those surplus situations declared

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more than ninety [90] days in advance). A displaced employee shall have two (2) working days following first being advised that he/she is subject to displacement to advise the Company of his/her election to invoke the Job Offer Guarantee and to be considered for all jobs at all locations within his/her Scope beginning on the fifteenth (15th) day following the date of notification. He/she shall be required to be qualified in accordance with 2.A. and 2.B., preceding, at the time of the guaranteed job offer.

NOTE: A surplus employee who elects to invoke the Job Offer Guarantee shall not be permitted to displace a junior employee as provided in Section 3.g. and h. of Article XVII, **Force Adjustment**.

3. The guaranteed job offer shall be made to those qualified employees in the Surplus Work Group, as defined in Article XVII, **Force Adjustment**, by order of seniority beginning on the ninety-first (91<sup>st</sup>) day after surplus notification (or on the day following the anticipated force disposition date for those surplus situations declared more than ninety [90] days in advance).
  - A. An employee to whom a guaranteed job offer has been made has one (1) working day to accept the offer after which it will be considered rejected.
  - B. Rejection of a guaranteed job offer voids this Employment Security Commitment, and shall be considered an election by the employee to continue under the terms of Article XVII, **Force Adjustment**, except for the displacement provisions outlined in Section 3.g. and h. of this Article.
  - C. A qualified surplus employee or displaced employee who, at his/her force disposition date, is entitled to, but has not yet received, a guaranteed job offer shall remain on the payroll at his/her existing wage rate and shall be assigned such work within the Force Adjustment Area as Management deems appropriate until the guaranteed job offer is made.

NOTE: Any employee who has been retained on the Company payroll beyond his/her force disposition date pursuant to this Employment Security Commitment and who then rejects the guaranteed job offer shall be terminated. The amount of wages paid to the employee between the force disposition date and termination shall be deducted from any severance pay due.

4. The terms of this Commitment shall not apply to "local Union-Management modifications" to the force surplus disposition procedures as provided for in Section 6. of Article XVII, **Force Adjustment**, unless said local Union and Management mutually agree.

5. The force surplus conditions contemplated and dealt with in this Commitment are those which occur in the normal course of business for reasons such as technological change, etc. The Company retains the right, however, to suspend or cancel at any time the application of this Commitment when a force surplus is declared because of any significant change or extraordinary fluctuation in economic or business conditions as determined by the President of the Company.
6. Wage treatment, including Reassignment Pay Protection Plan (RPPP) treatment, will be administered to eligible employees who accept or receive jobs under the provisions of this Commitment in accordance with Section 4., Article XVII, **Force Adjustment**, of the 2009 Departmental Agreement.
7. In the event of any conflict between the provisions of this Memorandum of Agreement and the provisions of Article XIII, **Job Vacancy**, or Article XVII, **Force Adjustment**, of the 2009 Departmental Agreement, the provisions of this Memorandum of Agreement shall control.
8. Paragraphs 2. and 6. of this Agreement shall be subject to arbitration. All other provisions of this Agreement shall be subject to the grievance procedures set forth in Article XIX, **Grievances**, of the 2009 Departmental Agreement, and any grievance shall initially be filed at the second step with the Vice President-Labor Relations and shall not be delegated. Except for matters pertaining to Paragraphs 2. and 6., no other such grievance shall be subject to arbitration.

FOR THE UNION:

By: Andy Milburn  
Andy Milburn  
Vice President, District 6

FOR THE COMPANY:

By: Joe Croci  
Joe Croci  
Vice President-Labor Relations

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**MEMORANDUM OF AGREEMENT**  
**EXTENDED EMPLOYMENT OPPORTUNITY PERIOD**

This Memorandum of Agreement is entered into as of April 5, 2009 between Communications Workers of America (“CWA” or the “Union”) and Southwestern Bell Telephone Company, SBC Advanced Solutions, Inc., AT&T DataComm, Inc., AT&T Operations, Inc., AT&T Services, Inc., and SBC Telecom, Inc. (collectively referred to as the “Company” or “Management”). This Agreement shall be effective for the life of the 2009 Labor Agreements, unless otherwise mutually agreed in writing by the parties.

1. The Company will guarantee employment security from involuntary layoff (Job Offer Guarantee), during the period stated herein to qualified surplus regular employees hired after July 1, 2004 but prior to April 5, 2009, subject to the conditions and provisions contained in this Agreement.

NOTE: This Agreement does not apply to an employee who has been offered the opportunity to follow the work within the Southwest Region (Texas, Oklahoma, Arkansas, Kansas or Missouri) or to an employee who has invoked the HJSC, nor shall it continue to apply to an employee who is offered the opportunity to fill a position in the Southwest Region under Article XIII, **Job Vacancy**, or Article XVII, **Force Adjustment**, of the 2009 Departmental Agreement.

2. Any regular employee hired after July 1, 2004 but prior to April 5, 2009 (except those excluded by the note in 1. above) who, after the effective date of this Agreement, is in a surplus status pursuant to Article XVII, **Force Adjustment**, shall, prior to involuntary layoff, be offered a job in the Southwest region for which he/she is qualified, provided the employee has first fulfilled the following conditions:
  - A. Is already qualified for consideration, or becomes so qualified, by passing the Keyboarding Test - Level 1 and the appropriate operator and entry level clerical tests.
  - B. Meets expectations on his/her current job.
  - C. Within sixty (60) days of the date of surplus notification, or by such later date as is determined by Management, advises the Company of his/her election to invoke the Job Offer Guarantee, and to be considered for all jobs at all locations within the Southwest Region beginning on the ninety-first (91<sup>st</sup>) day following the date of surplus notification (or on the day following the anticipated force disposition date for those surplus situations declared more than ninety [90] days in advance). A displaced employee shall have two (2) working days following first being advised that he/she is subject to displacement to advise the Company of his/her election to invoke the Job Offer Guarantee and to be considered for all jobs at all locations within the Southwest Region beginning on the fifteenth (15<sup>th</sup>) day following the date of notification. He/she shall be required to be



qualified in accordance with 2.A. and 2.B., preceding, at the time of the guaranteed job offer.

NOTE: A surplus employee who elects to invoke the Job Offer Guarantee shall not be permitted to displace a junior employee as provided in Section 3.g. and h. of Article XVII, **Force Adjustment**.

3. The guaranteed job offer shall be made to those qualified employees in the Surplus Work Group, as defined in Article XVII, **Force Adjustment**, by order of seniority beginning on the ninety-first (91<sup>st</sup>) day after surplus notification (or on the day following the anticipated force disposition date for those surplus situations declared more than ninety [90] days in advance). The Company may make a guaranteed job offer for positions with companies that may not be signatory to the 2009 Labor Agreements, including bargained-for positions with any Legacy T entity (e.g., AT&T Corp., AT&T Operations, Inc., AT&T Laboratories, Inc., TC Systems, Inc., TCG Services, Inc., etc.) and/or SBC Internet Services, Inc. Employees accepting a job offer outside their current bargaining unit shall 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.
  - A. An employee to whom a guaranteed job offer has been made has one (1) working day to accept the offer after which it will be considered rejected.
  - B. Rejection of a guaranteed job offer voids this Agreement, and shall be considered an election by the employee to continue under the terms of Article XVII, **Force Adjustment**, except for the displacement provisions outlined in Section 3.g. and h. of this Article.
  - C. A qualified surplus employee or displaced employee who, at his/her force disposition date, is entitled to, but has not yet received, a guaranteed job offer shall remain on the payroll at his/her existing wage rate and shall be assigned such work within the Force Adjustment Area as Management deems appropriate until the guaranteed job offer is made.

NOTE: Any employee who has been retained on the Company payroll beyond his/her force disposition date pursuant to this Agreement and who then rejects the guaranteed job offer shall be terminated. The amount of wages paid to the employee between the force disposition date and termination shall be deducted from any severance pay due.

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4. The terms of this Agreement shall not apply to “local Union-Management modifications” to the force surplus disposition procedures as provided for in Section 6. of Article XVII, **Force Adjustment**, unless said local Union and Management mutually agree.
5. The force surplus conditions contemplated and dealt with in this Agreement are those which occur in the normal course of business for reasons such as technological change, etc. The Company retains the right, however, to suspend or cancel at any time the application of this Agreement when a force surplus is declared because of any significant change or extraordinary fluctuation in economic or business conditions as determined by the President of the Company.
6. Wage treatment, including Reassignment Pay Protection Plan (RPPP) treatment, will be administered to eligible employees who accept or receive jobs under the provisions of this Agreement in accordance with Section 4., Article XVII, **Force Adjustment**, of the 2009 Departmental Agreement.
7. In the event of any conflict between the provisions of this Memorandum of Agreement and the provisions of Article XIII, **Job Vacancy**, or Article XVII, **Force Adjustment**, of the 2009 Departmental Agreement, the provisions of this Memorandum of Agreement shall control.
8. Paragraphs 2. and 6. of this Agreement shall be subject to arbitration. All other provisions of this Agreement shall be subject to the grievance procedures set forth in Article XIX, **Grievances**, of the 2009 Departmental Agreement, and any grievance shall initially be filed at the second step with the Vice President-Labor Relations and shall not be delegated. Except for matters pertaining to Paragraphs 2. and 6., no other such grievance shall be subject to arbitration.

FOR THE UNION:

By: Andy Milburn  
Andy Milburn  
Vice President, District 6

FOR THE COMPANY:

By: Joe Croci  
Joe Croci  
Vice President-Labor Relations

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## TEMPORARY EMPLOYEES

Certain Temporary employees will be treated as follows:

- A. All Temporary employees listed in Attachment A and B who are converted to Regular employees will be converted as soon as practicable, but no later than 90 days after ratification of the 2009 Labor Agreements.
- B. The Company will allow a one-time transfer of certain Regular employees under the terms of this conversion agreement, not to exceed 40% of the Temporary employees in a work group listed in Attachment A and B as in the examples outlined below. All remaining Temporary employees will be converted to Regular employee status.
- Work group of 2-3 Temporary employees = 1 Regular employee transfer
  - Work group of 4-6 Temporary employees = 2 Regular employee transfers
  - Work group of 7-8 Temporary employees = 3 Regular employee transfers
  - Work group of 9-11 Temporary employees = 4 Regular employee transfers
  - Work group of 12-13 Temporary employees = 5 Regular employee transfers
  - Work group of 14-15 Temporary employees = 6 Regular employee transfers

Illustration: In a work group with 15 Temporary employees, a maximum number of 6 Regular employees could transfer to the Temporary employees' work group.

- C. The Company will allow a one-time transfer of certain Regular employees under the terms of this conversion agreement, to locations that currently have only one Temporary Cable Splicer or Temporary Customer Services Technician (CST) and there is currently an active title to title Job Vacancy Request (JVR) on file for the position listed in Attachment A. In all locations where there is one remaining Temporary Cable Splicer or Temporary CST, the Temporary employee will be converted to Regular employee status.
- D. The Company will use active JVRs on file. A list of JVRs will be compiled within one week of reaching a tentative agreement for the work groups in Attachment A that meet the criteria outlined in Paragraph B above. Normal consideration steps will be used to select either a surplus lateral candidate in the Expanded Force Adjustment Area (EFAA) (Surplus Return Requests will be back to FAA only) or a nonsurplus candidate with the same job title within the EFAA (except as in Note below).

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Note: (This Note applies to paragraphs C & D of this agreement.) If any Temporary employee in a work group has previously held another title within their Job Group, and the Regular senior candidate carries that same title previously held by the Temporary employee, the senior candidate would be the selection.

Example: A requisition is opened to fill a Cable Splicing job where a Temporary Cable Splicer is located. The Temporary Cable Splicer previously held a CST title. A review of the candidate list reveals that a CST is the most senior candidate. Since the Temporary Cable Splicer previously held a CST title which is in Job Group C, the CST would be allowed to trade with the Temporary Cable Splicer.

- E. If a surplus Regular employee accepts a position at a location identified in Attachment A, the surplus Regular employee will report to the Temporary employee's work group location. The Business Unit at its discretion may elect to retain the Temporary employee as Regular or work complete the least senior Temporary employee within a reasonable amount of time.
- F. The Company will use active JVRs on file. A list of JVRs will be compiled within one week of reaching a tentative agreement for the work groups in Attachment B that meet the criteria outlined in Paragraph B above. Normal consideration steps will be used to select a nonsurplus candidate holding the same job title within the EFAA.
- G. If a nonsurplus Regular employee accepts a position at a location identified in Attachment A or B, the Regular employee will trade places with a Temporary employee in the work group. The Temporary employees in the work group will be canvassed in seniority order for the trade. If the selection process in the note in Paragraph D is used, only Temporary employees who previously held the title will be considered for the trade. If the selected Temporary employee declines the trade, the Business Unit will work complete the employee within 90 days. Temporary employees will be converted to Regular upon reporting to the new location.
- H. The Company will use active JVRs on file. A list of JVRs will be compiled within one week of reaching a tentative agreement to fill slots for the work locations identified in Attachment C. Normal consideration steps will be used to select a nonsurplus candidate with the same job title within the EFAA.
- I. Vacancies created by Regular employees who move to locations in Attachment C and any remaining vacancies in Attachment C will be offered in seniority order to the Temporary employees working in the locations specified in Attachment D.
- J. Any transfer under this agreement will not include retreat rights.

- K. Any move under this agreement shall be considered as voluntary and the employee shall not be entitled to relocation or the miscellaneous moving allowance. However, in the event that a Temporary employee must relocate in order to retain employment, the Company will provide a \$3000 allowance. The employee must relocate and meet the guidelines set forth in the Nonmanagement Relocation Plan paragraph 1.5 to be entitled to this allowance.
- L. The Company agrees to allow one employee Union Representative selected by CWA District 6 to be regularly updated concerning this conversion process. The employee shall suffer no loss in pay for time spent attending conference calls during the placement process.
- M. The Company will refresh all attachments with current information within one week after reaching a tentative agreement.
- N. The transfer or selection process in this agreement will not be binding on or admissible against the Company in any bypass grievance or arbitration.
- O. The Company has provided the Union copies of all attachments referenced in this conversion agreement.

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**MEMORANDUM OF AGREEMENT**  
**INFORMAL SURPLUS**

This Memorandum of Agreement is entered into as of April 5, 2009 between Communications Workers of America (“CWA” or the “Union”) and Southwestern Bell Telephone Company, SBC Advanced Solutions, Inc., AT&T DataComm, Inc., AT&T Operations, Inc., AT&T Services, Inc., and SBC Telecom, Inc. (collectively referred to as the “Company” or “Management”). This Agreement supersedes the Memorandum of Agreement entered into April 4, 2004 as set forth in the 2004 Settlement Agreement and shall be effective for the life of the 2009 Labor Agreements, unless otherwise mutually agreed in writing by the parties.

Whenever it determines that a force reduction is necessary and Management feels they can clear the surplus with follow-the-work or voluntary severance, the Company can implement the following process:

1. Prior to a formal declaration of surplus and notification to the Union as described in Section 3.a. of Article XVII, **Force Adjustment**, of the 2009 Departmental Agreement, Management may, at its discretion, conduct an open canvass of the affected work group(s) in an effort to effect the force reduction without formally invoking the Force Adjustment process. If Management determines that such an open canvass is appropriate, it shall so notify the CWA Staff Representative(s) having responsibility for the affected work group(s) prior to the start of the canvass. Notification shall include the work group(s) involved, job title(s) and approximate number of employees affected, the location(s) and the force reduction date.

If Management determines that an open canvass is not feasible and decides to declare a formal surplus instead, its written notification to the Union will include an explanation of why a canvass was not conducted.

2. The canvass shall be conducted in order of seniority within the affected work group(s). The purpose of the canvass shall be to solicit volunteers to either follow their work to a new location, if such an opportunity exists, or to accept a Voluntary Severance Payment under the provisions of Section 1.b. of Article XVIII, **Severance Payments**, of the 2009 Departmental Agreement.
3. Employees who follow their work to a new location and who are required to relocate their residence as a result thereof, shall be reimbursed by the Company for reasonable moving expenses incurred consistent with Section 7. of Article XVII, **Force Adjustment**, of the 2009 Departmental Agreement.



FOR THE UNION:

By: Andy Milburn  
Andy Milburn  
Vice President, District 6

FOR THE COMPANY:

By: Joe Croci  
Joe Croci  
Vice President-Labor Relations

*B.RK*

## **STRATEGIC ALLIANCE Southwest Region**

Building on early successes in the Company/Union partnership, District 6 of the Communications Workers of America (CWA) and Southwestern Bell Telephone Company (SWBT) agreed to institute the Strategic Alliance in 1992.

The Strategic Alliance, then and now, has two objectives. They remain:

- **To strengthen the Company's competitive position in the marketplace; and**
- **Provide a broader role for the Union in critical human resource issues affecting the CWA and its members.**

Since its inception, the Strategic Alliance has achieved notable successes in opening new avenues of approach toward addressing traditional workplace issues of mutual concern. As this partnership matures, the parties now desire to intensify and streamline their efforts to meet even greater challenges and to reach lasting solutions to those challenges. The parties also recognize the contribution this partnership can make toward resolving disputes that historically have been referred to third parties for disposition.

The Executive Council, originally formed to review progress toward achieving the goals of the Strategic Alliance, will continue to meet on a semi-annual basis. Its role will be expanded by increasing the involvement of operating management at the highest levels to facilitate early and timely responsiveness to competitive pressures through the introduction of workplace innovations. The Council will continue to be co-chaired by the Vice President, Labor Relations (or designee) and the Vice President, District 6, of the Communications Workers of America (or designee). Key senior managers from operating units, as well as District 6 CWA officials, will comprise the Council.

### Executive Council Responsibilities

The Executive Council will be responsible for implementing the strategy to champion this cooperative venture. The Council will work primarily with standing joint committees at the Company level and will commission ad hoc Joint Problem-Solving Teams, as appropriate, to accomplish the goals of the Strategic Alliance.

Standing joint committees include Benefit, Safety and Health, Technology Change, Training Advisory Board, Participative Management Employee Involvement (PMEI), and Employment Security.

Ad hoc Joint Problem-Solving Teams will be assigned critical issues impacting working conditions and the competitive marketplace which are not addressed by standing joint committees. Membership on these teams, as well as the time frame in which they operate, will be determined by the Executive Council.

In carrying out its mission, the Executive Council will:

1. Identify and prioritize issues impeding progress toward the creation of an environment where the working conditions foster exceeding customer expectations with a fully trained and well-educated work force.
2. Call upon their standing joint committees to reassess their mission and report on progress toward achieving the goals of the Strategic Alliance.
3. Create ad hoc Joint Problem-Solving Teams when needed.
4. Review status reports from standing joint committees on a semi-annual basis.
5. Assure recommendations received from the standing joint committees as well as ad hoc Joint Problem-Solving Teams are reviewed with senior management from the appropriate operating entity. Any subsequent action taken by the operating entity to address these issues will be shared with the Executive Council.
6. The Executive Council shall have the authority to implement, at its discretion, and on a trial basis, recommendations from the standing joint committees and/or ad hoc Joint Problem-Solving Teams.

#### Direction of Standing Joint Committees

In order to support the Strategic Alliance, the standing joint committees will be called upon to focus their activities in the near term as follows:

- Participative Management Employee Involvement (PMEI) Companywide Steering Committee

Explore strategies to generate increased joint involvement by key operations personnel in addressing major workplace issues; develop more efficient channels to educate employees regarding the benefits of a participative approach; and adopt a proactive role in monitoring team evolution. This committee will focus on such activities as the development of individual committee structures that enhance and expedite the integration of a PMEI philosophy into business operations. The committee will serve as a forum to explore and exchange innovative ideas and successful applications of participative concepts using both internal and external sources. The committee will also direct the Employee Involvement Development Subcommittee (EIDS) comprised of Company and Union subject matter experts in the field of employee involvement. The EIDS will: research issues and make recommendations that require joint CWA/SWBT employee involvement expertise; assess work groups' current level of employee involvement and transfer that assessment expertise to operations PMEI support personnel; and provide guidance to and determine the effectiveness of PMEI consultants.



### Employment Security

The telecommunications industry continues on a path of unprecedented growth in competition and innovation in all segments of the market place. Achieving the parties' mutual goals of competitive excellence and employment security presents ever-increasing challenges. The Employment Security Committee will continue to address mutually-agreed upon issues that influence these goals, and to recommend Union and Company actions to minimize negative impacts and enhance opportunities in the workplace.

- Benefit Committee

In recognition that there are complex benefit issues, the Benefit Committee will continue to address mutually agreed-upon benefit issues and to recommend joint Union and Company actions in an effort to influence benefit concerns.

- Safety and Health Committee

Continue to address ergonomic concerns in the workplace. Continue to consider existing practices and rules relating to occupational safety and health and formulate suggested changes in design and adoption of new practices and rules.

- Technology Change Committee

Strengthen efforts to address human resource issues impacted by new technology that cause changes in equipment, organization, or methods of operation.

- Training Advisory Board (TAB)

Continue to monitor the effectiveness of the Accelerated Technical Training (AccTT) Program. Determine the feasibility of alternative delivery methods of the AccTT Program in small markets.

Review approved personal or career development and job displacement training courses and curricula and furnish advice to the Company on recommended additional courses.

### Conclusion

Initiatives undertaken by the Strategic Alliance will be viewed as a supplement to the collective bargaining process. The Union and the Company expressly reserve the right to reopen, by mutual agreement, negotiations at any time during the life of the 2009 Agreements for the purpose of implementing changes resulting from recommendations from joint committees/teams commissioned by the Executive Council.

In terms of pay treatment associated with the Strategic Alliance, the employee members involved in these joint efforts shall suffer no loss in pay for time consumed in, and necessarily consumed in traveling to and from, meetings. In addition, the Company will reimburse employee members for the cost of round-trip coach airfare for attending Standing Joint Committee meetings. The number of employee members reimbursed on each committee shall not exceed the number of employee members as of April 5, 1998 except for the Benefit Committee (formerly the Joint Health Care Cost Containment Committee), which added the two (2) CWA benefit representatives effective April 4, 2004.



## **STRATEGIC ALLIANCE Southwest Region**

### **Statement of Renewed Commitment to the Principles of Cooperative Union-Management Relations**

The Company and the Union recognize that significant benefits have been derived and will continue to derive from cooperative Union-Management relations. Through such cooperation, the parties have been able to explore innovative methods of operation which seek to modify traditional workplace relationships in ways designed to enhance the Company's effectiveness and competitiveness, increase Union and employee participation in local workplace decisions, and maximize employees' satisfaction with their work.

The parties also recognize that the 1996 Telecommunications Act and associated legislation changed the market place from heavily regulated to highly competitive. Therefore, achieving mutual goals of competitive excellence and employment security in this environment will present ever-increasing challenges.

In light of these challenges, the parties realize that the need for effective and mutually respectful cooperation between the Union and Management at all levels of the business is more important now than ever before. Therefore, the Company and the Union hereby renew and strengthen their commitment to the following Principles of Cooperative Union-Management Relations:

1. Participative Management Employee Involvement (PMEI) is based on the tenet that employees are responsible, trustworthy and capable of making contributions when equipped with the necessary business information and training. In this regard, the Company and the Union will promote strategies designed to:
  - educate employees and all levels of Union and Management leadership to promote PMEI efforts and increase understanding of the link between PMEI and improvement in both bottom-line results and job satisfaction; and
  - provide access to relevant business information to improve employees' level of competitive responsiveness and their ability to make well-informed, customer-focused decisions.
2. The principles of PMEI require engaging employees and Company and Union leadership at all levels in meaningful opportunities for participation in and contribution to business decisions that affect their work. The parties will promote the goals of increasing shareowner value and enriching jobs by actively soliciting employees' input and by recognizing their contributions to these objectives.
3. The Company and the Union agree to uphold and promote PMEI principles and to encourage and support implementation of PMEI processes in a consistent and effective manner at every level of their respective organizations. The parties

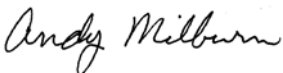
recognize that effectiveness and productivity can and will be enhanced by delegating authority, responsibility, and accountability to employees closer to the actual work process, resulting in greater pride and satisfaction with the work, as well as increased personal growth.

4. The PMEI Companywide Steering Committee will continue to guide, support, and promote PMEI efforts to increase shareowner value and enrich jobs. The Steering Committee will also serve as a forum to explore and exchange innovative ideas and successful applications of PMEI concepts using both internal and external sources. The Companywide Steering Committee, with input from Operations Steering Committees, will continue to plan, evaluate, and introduce training and developmental programs to facilitate and enhance PMEI efforts.
5. PMEI efforts will continue to be viewed as a supplement to the collective bargaining process. The integrity of the collective bargaining process, the contractual rights of the parties, and the workings of the grievance procedure must be upheld and maintained.
6. Process improvement is based on the belief that improved quality leads to improved productivity, decreased costs, and increased market share, all of which allow the Company to provide more jobs and increase shareowner value. The Company and the Union recognize that a continuous quality improvement process is in their mutual best interest, and that a PMEI approach should be used to gain commitment to and support of such improvements. For example, the principles of PMEI can be applied from the beginning of, and throughout, implementation of the process improvement methodology, thus becoming the key link in obtaining input from bargaining unit employees for use in improving the business operations in which they are involved. The Company will encourage all levels of Management to utilize a participative approach in forming process improvement committees when involvement of bargaining unit employees is desired.
7. Employment security will continue to be a major concern of the Company and the Union. Innovations which result from the PMEI processes will not result directly in the layoff of any regular employee or negatively affect the pay or seniority status of any Union-eligible employee, whether or not he or she is a participant in the process. In addition, process improvement committees on which bargaining unit employees serve will not undertake activities or make recommendations that could be expected to result directly in the layoff of any regular employee or negatively affect the pay or seniority status of any Union-eligible employee, whether or not he or she is a participant in the process.


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8. The parties recognize that genuine involvement by Management, the Union, and all employees is essential for the success of these mutual efforts. The parties agree, therefore, to encourage all levels of their respective organizations to cooperate in the design, development, and implementation of PMEI efforts that foster a business alliance in the spirit of mutuality and responsible leadership. PMEI remains a process; there is no universal or one best approach.

FOR THE UNION:

By:   
Andy Milburn  
Vice President, District 6

FOR THE COMPANY:

By:   
Joe Croci  
Vice President-Labor Relations



**MEMORANDUM OF AGREEMENT**  
**CWA INTERNAL APPEAL PROCESS**

This Memorandum of Agreement is entered into as of April 5, 2009 between Communications Workers of America ("CWA" or the "Union") and Southwestern Bell Telephone Company, SBC Advanced Solutions, Inc., AT&T DataComm, Inc., AT&T Operations, Inc., AT&T Services, Inc., and SBC Telecom, Inc. (collectively referred to as the "Company" or "Management"). This Agreement supersedes the Memorandum of Agreement entered into April 4, 2004 as set forth in the 2004 Settlement Agreement and shall be effective for the life of the 2009 Labor Agreements, unless otherwise mutually agreed in writing by the parties.

1. Whenever the Union, during the term of this Agreement, notifies the Company in writing of its election to arbitrate a grievance pursuant to Article IV, **Arbitration**, of the 2009 Agreement of General Application, and in the same writing also notifies the Company: (1) that the election to arbitrate is involved in the Union's internal appeal process, and (2) that the notice of election to arbitrate is therefore being given solely to preserve the Union's right to arbitrate in the event that the appeal is upheld, the parties agree that the running of the 150-day time limit provided for in Section 2. of the said Article IV shall be frozen as of the date the Company receives said notice.
  
2. With respect to any grievance as to which notice is given to the Company in accordance with the terms of paragraph 1. above, the Union shall notify the Company promptly in writing of the outcome of its internal appeal process, and at the same time:
  - A. If the appeal is upheld, the Union shall also notify the Company of its intent to proceed to arbitration, and the running of the 150-day time limit provided for in Section 2., of Article IV, **Arbitration**, of the 2009 Agreement of General Application shall resume as of the date upon which the Company receives this notice.
  
  - B. If the appeal is denied, the Union shall also notify the Company of withdrawal of its previous notice of election to arbitrate the subject grievance.

FOR THE UNION:

FOR THE COMPANY:

By: Andy Milburn  
 Andy Milburn  
 Vice President, District 6

By: Joe Croci  
 Joe Croci  
 Vice President-Labor Relations

*B.RK*

**MEMORANDUM OF AGREEMENT**  
**PRESIDENTIAL COUNCIL**

This Memorandum of Agreement is entered into as of April 5, 2009 between Communications Workers of America ("CWA" or the "Union") and Southwestern Bell Telephone Company, SBC Advanced Solutions, Inc., AT&T DataComm, Inc., AT&T Operations, Inc., AT&T Services, Inc., and SBC Telecom, Inc. (collectively referred to as the "Company" or "Management"). This Agreement shall be effective for the life of the 2009 Labor Agreements, unless otherwise mutually agreed in writing by the parties.

The CWA and the Company enjoy a strong historic relationship as partners on many issues. In recognition of the parties' desire to continue to foster meaningful dialogue on matters of mutual interest, the Company and CWA agree to establish a Presidential Council to discuss such matters.

The Council commits to meet semiannually to continue this relationship. The parties agree to utilize this Council to engage in substantive discussions and exchange information concerning the ongoing state of the Company and the Union, the economy, federal and state political issues, and other concerns of both parties. Those attending this Council will include leaders of the Company and CWA. It is the Company's intent to have the appropriate senior business unit leaders in attendance if their schedules so permit.

FOR THE UNION:

FOR THE COMPANY:

By: Andy Milburn  
Andy Milburn  
Vice President, District 6

By: Joe Croci  
Joe Croci  
Vice President-Labor Relations

*B.RK*

**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 2009 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 Pacific Bell Directory, BellSouth Corporation and its subsidiaries (including, but not limited to, BellSouth Telecommunications, Inc.), AT&T of Puerto Rico, Inc., AT&T of the Virgin Islands, 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.



### 3. Card Check Recognition Procedure.

(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 sub-paragraph shall be Thomas Angelo and the alternative Arbitrator will be Richard Bloch. If either of these Arbitrators 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.

#### **4. Neutrality.**

(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**

**AT&T**

By: Andy Milburn

By: Joe Rossi

Date: 10/12/09

Date: 10/12/09

*B.RK*

ATTACHMENT 1 TO MEMORANDUM OF AGREEMENT REGARDING CARD CHECK  
RECOGNITION

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.

*B.RK*

**MEMORANDUM OF AGREEMENT**  
**UNIFORM SERVICES LEAVE OF ABSENCE – EXECUTIVE ORDER FOR  
 OPERATION ENDURING FREEDOM / OPERATION IRAQI FREEDOM**

This Memorandum of Agreement is entered into as of April 5, 2009 between Communications Workers of America ("CWA" or the "Union") and Southwestern Bell Telephone Company, SBC Advanced Solutions, Inc., AT&T DataComm, Inc., AT&T Operations, Inc., AT&T Services, Inc., SBC Telecom, Inc., AT&T Video Services, Inc., and AT&T Messaging Services, Inc. (collectively referred to as the "Company" or "Management"). This Agreement supersedes the Memorandum of Agreement entered into April 4, 2004 as set forth in the 2004 Settlement Agreement and shall be effective for the life of the 2009 Labor Agreements, unless otherwise mutually agreed in writing by the parties.

This confirms our understanding regarding the Uniform Services Leave of Absence for employees who are called up for active military service due to the Presidential Executive Order of September 14, 2001 - Operation Enduring Freedom / Operation Iraqi Freedom (previously known as Operation Noble Eagle).

The following change will be effective April 5, 2009 for employees who are called for involuntary active duty as a result of the Presidential Executive Order of September 14, 2001 and will supersede any agreements or policies concerning military pay allowances for such employees entering active duty in the armed forces of the United States. Other terms of the existing Uniform Services Leave of Absence apply unchanged.

- Employees on this leave will receive a pay differential (difference between the employee's military pay and his/her company pay, including any applicable shift differential), when military pay is less, for a total of thirty (30) months or period of active duty, whichever is shorter.

The termination of this Memorandum of Agreement will be at the completion of and/or cancellation of Executive Order – Operation Enduring Freedom / Operation Iraqi Freedom, upon mutual agreement of the parties, or termination of the 2009 Labor Agreements, whichever occurs first.

FOR THE UNION:

By: Andy Milburn  
 Andy Milburn  
 Vice President, District 6

FOR THE COMPANY:

By: Joe Croci  
 Joe Croci  
 Vice President-Labor Relations

*B.R.K*

**MEMORANDUM OF AGREEMENT**  
**SERVICE LEADER**

This Memorandum of Agreement is entered into as of April 5, 2009 between Communications Workers of America ("CWA" or the "Union") and Southwestern Bell Telephone Company, SBC Advanced Solutions, Inc., AT&T DataComm, Inc., AT&T Operations, Inc., AT&T Services, Inc., and SBC Telecom, Inc. (collectively referred to as the "Company" or "Management"). This Agreement supersedes the Memorandum of Agreement entered into April 4, 2004 as set forth in the 2004 Settlement Agreement and shall be effective for the life of the 2009 Labor Agreements, unless otherwise mutually agreed in writing by the parties.

This Agreement specifically addresses work groups consisting of Group 1 Craft employees whose predominant functions are the installation/maintenance of PBX equipment.

1. The Company may, as it determines necessary, appoint a qualified non-management employee to act as a Service Leader. A Service Leader will have the responsibility for directing the efforts of the work group while at the same time performing normal technician duties.
2. An employee acting as a Service Leader shall not take or recommend disciplinary action against another employee.
3. Selection of the Service Leader will be made on a seniority basis from those qualified employees who volunteer. The Company shall determine those employees who are qualified for such assignment.
4. When an employee is appointed by the Company to perform the duties of a Service Leader for one or more days in a week, the employee shall be paid ten (10) percent of one-fortieth (1/40<sup>th</sup>) of the employee's current applicable weekly wage rate for each hour the employee performs this work.
5. The intent, meaning and application of this Agreement shall be subject to the provisions of Article XIX, **Grievances**, of the 2009 Departmental Agreement and Article IV, **Arbitration**, of the 2009 Agreement of General Application.

FOR THE UNION:

By: Andy Milburn  
Andy Milburn  
Vice President, District 6

FOR THE COMPANY:

By: Joe Croci  
Joe Croci  
Vice President-Labor Relations

*B.R.K.*

**MEMORANDUM OF AGREEMENT**  
**RECOVERY OF WAGE OR BENEFITS OVERPAYMENT**

This Memorandum of Agreement is entered into as of April 5, 2009 between Communications Workers of America ("CWA" or the "Union") and Southwestern Bell Telephone Company, SBC Advanced Solutions, Inc., AT&T DataComm, Inc., AT&T Operations, Inc., AT&T Services, Inc., and SBC Telecom, Inc. (collectively referred to as the "Company" or "Management"). This Agreement supersedes the Memorandum of Agreement entered into April 4, 2004 as set forth in the 2004 Settlement Agreement and shall be effective for the life of the 2009 Labor Agreements, unless otherwise mutually agreed in writing by the parties.

1. It is hereby agreed that for the duration of this Agreement, when the Company determines that employees represented by the Union have been paid benefits in excess of their entitlement under the Disability Income Plan or any other wage or benefits overpayments, the Company will withhold wages from the employees in order to recoup such overpayment in accordance with the terms of this Agreement. The Company, however, is not precluded from exercising any rights it may have under applicable law to recover overpayments to employees if employees either refuse or violate the terms of this Agreement, or if the employee is about to be or has been dismissed.
2. In cases where the Payroll Office becomes aware of an overpayment, the Company will provide express written notice to the employee at least thirty (30) calendar days before the first payroll deduction to recoup such overpayment occurs. The notice will include the percentage of gross wages that will be deducted from each paydraft until the overpayment is recovered, a statement informing the employee how to request review of the overpayment determination, and a statement informing the employee that he/she may contact the Company to request alternate payment arrangements no later than ten (10) days prior to the first scheduled deduction. The notice will also include the telephone number of a Company representative who will handle the employee's request. If the employee requests review of the overpayment determination by no later than ten (10) days prior to the first scheduled deduction, no payroll deduction, if any, shall begin until ten (10) days after the administrative decision in response to the request for review. The parties hereby acknowledge and agree that the review provided for in this paragraph 2. shall be in addition to, and not in lieu of, any right the employee may have to appeal a benefit determination under the provisions of any applicable employee welfare or pension benefit plan, and/or under applicable law, including but not limited to the Employee Retirement Income Security Act (ERISA). The parties also acknowledge and agree that the initial determination by the Company of an overpayment, and the administrative decision in response to an employee's request for review under this paragraph 2. are not, and shall not be construed as, employee welfare or pension benefit plan determinations under ERISA or any similar law or regulation of the United States or any other jurisdiction.



3. In any case, the maximum amount of wages the Company may withhold through an arrangement created by this Agreement shall be as follows:
- (a)(1) If the total amount of the overpayment is four thousand dollars (\$4,000) or less, the greater of one hundred dollars (\$100) or ten percent (10%) of the employee's gross wages, per pay period, until the overpayment is recouped.
- (a)(2) If the total amount of the overpayment is more than four thousand dollars (\$4,000), the greater of one hundred dollars (\$100) or twenty percent (20%) of the employee's gross wages, per pay period, until the overpayment is recouped.
- (b) If the employee requests alternate payment arrangements as described in paragraph 2., above, such alternate arrangements may be agreed to by the Company, as management determines to be appropriate and reasonable under the circumstances of each case. The employee may be represented by the Union in discussing alternate payment arrangements with the Company. The Company's final determination will not be subject to the grievance or arbitration provisions of any collective bargaining agreement between the Company and the Union, although all employees retain their existing rights to appeal benefit determinations according to the applicable plan terms and governing law.

FOR THE UNION:

FOR THE COMPANY:

By: Andy Milburn  
Andy Milburn  
Vice President, District 6

By: Joe Croci  
Joe Croci  
Vice President-Labor Relations

*B.RK*

**MEMORANDUM OF AGREEMENT**  
**FACILITIES LOCATE WORK**

This Memorandum of Agreement is entered into as of April 5, 2009 between Communications Workers of America ("CWA" or the "Union") and Southwestern Bell Telephone Company, SBC Advanced Solutions, Inc., AT&T DataComm, Inc., AT&T Operations, Inc., AT&T Services, Inc., and SBC Telecom, Inc. (collectively referred to as the "Company" or "Management"). This Agreement supersedes the Memorandum of Agreement entered into April 4, 2004 as set forth in the 2004 Settlement Agreement and shall be effective for the life of the 2009 Labor Agreements, unless otherwise mutually agreed in writing by the parties.


1. For the purposes of this Agreement, the job duties for the title Assistant Customer Service Technician shall include facilities locate work and all work associated with facilities locates, excluding such work in Arkansas.
2. Surplus employees who accept an Assistant Customer Service Technician position shall retain the pension band from their immediately preceding job title if such band was higher, along with any applicable Reassignment Pay Protection Plan (RPPP) payment; otherwise, a surplus employee moving into the Assistant Customer Service Technician position shall have the pension band associated with such title. It is the intent of the parties that surplus employees accepting Assistant Customer Service Technician positions move back to their former positions as soon as practicable. Accordingly, surplus employees who accept the Assistant Customer Service Technician position and who receive a higher pension band under this paragraph must continually have a job vacancy request on file to return to their former job title in order to continue to receive the higher pension band. If an employee receiving a higher pension band treatment under this Agreement declines an offer for a former job title in the employee's Force Adjustment Area, then such employee shall receive the pension band normally associated with an Assistant Customer Service Technician.
3. If an Assistant Customer Service Technician performs work (excluding facilities locate work) normally performed by employees in a Group 1 Craft title for at least one (1) hour in a tour, then the Assistant Customer Service Technician shall be entitled to the Classification Differential equal to one-fortieth (1/40<sup>th</sup>) of the amount of the weekly wage progression for each hour worked. The Company will not employ Assistant Customer Service Technicians to permanently supplement work performed by Group 1 Craft titles.
4. The Company will not pay moving expenses for employees who accept an Assistant Customer Service Technician position. Notwithstanding the preceding sentence, surplus employees in Arkansas accepting Assistant Customer Service Technician positions shall be entitled to moving expenses under the terms provided in the 2009 Labor Agreements.




5. This Agreement shall not prohibit the Company from contracting out facilities locate work, nor shall it be applicable to or admissible in any arbitration or legal proceeding relating to contracting out any other work.
6. The Union further agrees that its officers will continue to support AT&T in regulatory and legislative bodies in its efforts to remain competitive in and gain new entry into telecommunications markets. Toward that end, the Union agrees that its officers will not take a position on telecommunications policy or service matters contrary to AT&T's position with the PUC, legislators (state & federal), the FCC, any other governmental entities or in the media, unless the Union determines its support would directly and immediately conflict with its own interests. If the Union determines AT&T's position on these matters is contrary to the Union's interests, the Union will promptly notify the Company and, at the request of the Company, meet to discuss, confer and, if possible, resolve any differences on such matters. If, despite the foregoing language, the Union takes a position contrary to AT&T concerning the above matters, this Agreement shall be null and void. This paragraph is not intended to limit the Union's ability to take a position inconsistent with AT&T on non-telecommunications policy matters or matters involving federal, state or local labor laws (e.g., FMLA, NLRA, FLSA, OSHA, etc.), nor does this paragraph limit the Union's right to take a position inconsistent with AT&T before legislators, regulators, a court of law, the NLRB, or in an arbitration arising from the parties' labor agreements with respect to such labor laws or contract matters.

FOR THE UNION:

FOR THE COMPANY:

By:   
Andy Milburn  
Vice President, District 6

By:   
Joe Croci  
Vice President-Labor Relations



**MEMORANDUM OF AGREEMENT**  
**FOUR-DAY WORK WEEK**

This Memorandum of Agreement is entered into as of April 5, 2009 between Communications Workers of America ("CWA" or the "Union") and Southwestern Bell Telephone Company, SBC Advanced Solutions, Inc., AT&T DataComm, Inc., AT&T Operations, Inc., AT&T Services, Inc., and SBC Telecom, Inc. (collectively referred to as the "Company" or "Management"). This Agreement supersedes the Memorandum of Agreement entered into April 4, 2004 as set forth in the 2004 Settlement Agreement and shall be effective for the life of the 2009 Labor Agreements, unless otherwise mutually agreed in writing by the parties.

This agreement shall not apply to employees in Appendix J of the 2009 Labor Agreements.

In certain administrative work units or work groups, it may be beneficial to employees and in the best interests of the business to establish a four-days-per-week, ten-hours-per-day (four-day work week) schedule as a normal work week.

The provisions of the Departmental Agreement, Agreement of General Application, and any other applicable existing Union-Management agreements will continue to apply to bargaining unit employees on four-day work week schedules except as noted in the parameters and implementation procedures listed below.

1. Management and the Union must jointly agree at the local level to implement a four-day work week schedule within a particular work group. A work group may include employees working four-day work weeks and employees working five-day work weeks. The Union has designated the appropriate CWA Representative in each state as the local Union contact for discussing implementation of these procedures. When the implementation of four-day work weeks in a group in one CWA Local will impact the scheduling of tours in a group in another CWA Local, the implementation must be approved by the Vice President, District 6, or his designated representative. The general-level manager, or designated representative thereof, will normally be the Company contact.
2. Either the Union or Management, at the local level, may terminate a four-day work week schedule by giving the other party reasonable advance notice.
3. Transfers/changes to or from a four-day work week will normally be at the beginning of a work week. When this is not possible, or in case of temporary assignments to meet service requirements, affected employees will take their existing schedule with them for the remainder of the week. Management may, at its discretion, elect to leave a temporarily loaned employee on his/her existing work week basis throughout the period of the loan.

4. Employees may request a change to or from a four-day work week schedule. Requests will be considered by Management based on tour availability and needs of the business.
5. The four ten-hour days may be scheduled on consecutive or non-consecutive days, depending on the terms of the joint agreement between the Union and Management. If tours are scheduled on non-consecutive days, at least two of the three days off must be consecutive. On consecutive-day schedules, during those weeks containing Authorized Holidays, the non-holiday tours need not be contiguous with the holiday tour.
6. Overtime will be paid when an employee works in excess of ten hours (or its equivalent for Operating employees), outside scheduled hours for employees covered under Article VII, Work Schedules, of the 2009 Departmental Agreement or in excess of forty hours (or its equivalent for Operating employees) in a work week.

For employees covered under Article VII, Work Schedules, of the 2009 Departmental Agreement, on those days when an employee is absent without pay (at his/her request) for a portion of a normally scheduled tour, and is required to work either before or after the scheduled tour, compensation at the rate of one and one-half times the basic hourly rate shall be paid only for time worked at the Company's request in excess of ten hours on that day. (Similar treatment shall apply in the case of tardiness.) This treatment does not apply to the Excused Work Day without pay taken in accordance with the provisions of Article X, Excused Work Days, of the 2009 Departmental Agreement, nor to time excused without pay in accordance with Section 3., Article VI, Leaves of Absence For Union Representatives On Union Business, of the 2009 Agreement of General Application.

7. Scheduled Sunday work is compensated for at one and one-half times the basic rate of pay for the first eight hours worked. Time worked during the ninth and tenth hours will be compensated for at the basic hourly wage rate. The overtime rate will apply to Operating employees working in excess of ten hours, and to employees covered by Article VII, Work Schedules, of the 2009 Departmental Agreement for all non-scheduled work, except as described in Item 6., above.
8. A night tour shall be one which falls wholly or partially between the hours of 8 p.m. and 5 a.m.
9. Subject to the conditions of Article IV, Basis of Compensation, Section 6., Night Differentials, of the 2009 Departmental Agreement the special night differential pay treatment applicable to Cable Splicing Technicians will be altered as follows:

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Under those conditions where the rate of one and one-half times the basic hourly rate is applicable, it will only apply to the first eight hours of each of the first three consecutively scheduled ten-hour night tours. The last two hours of such tours will be compensated at the basic hourly rate. The night differential will apply to each succeeding consecutively scheduled ten-hour night tour.

10. Time parameters for extra payments to Operating employees for tours ending after 6 p.m. and tours ending after 9 p.m., as provided in Article IV, Basis of Compensation, Section 6.c., of the 2009 Departmental Agreement will be extended by two hours. Extra payment at the weekly rate of \$2.50 will apply for tours nine and one-half hours in length.
11. Except for Operating employees, the normal work week shall consist of four ten-hour tours. Sessions shall be no less than four hours, nor more than six hours in length.
12. The time parameter, 10 p.m., associated with shortened tours for Operating employees, as provided in Article VI, Hours of Work, Section 2., Note 2, of the 2009 Departmental Agreement shall be changed to 11 p.m. Tour lengths will also be changed as follows:
  - 6 hours to 7.5 hours
  - 7 hours to 9 hours
  - 7.5 hours to 9.5 hours
13. Employees electing to take day-at-a-time vacations will do so on a four-day, ten-hour basis. Individual vacation days may also be taken in half-day increments. When changes to or from four-day work week schedules occur, unused day-at-a-time vacation time will first be divided into full or half-days if possible. Any remaining time will be designated as "residual time" and credited to such employees.

Residual time may be disposed of as follows:

- A. "Bought-out" by Management at the basic hourly rate (including any evening or night differentials when applicable).
- B. Taken in complete time increments as excused, paid time in conjunction with:
  - (i) Excused Work Day residual time.
  - (ii) Paid (work) time.
  - (iii) Excused not-paid time (including EWN time if available).
  - (iv) A combination of the above.



Management must approve "buy-outs" along with when and how residual excused paid time will be taken. Residual excused paid time must be taken in situations where an employee would be paid for time he/she is normally not eligible to receive. These procedures will also apply to Vacation Holidays earned but not taken prior to a change/transfer to or from a four-day work week schedule.

14. A maximum of eight Authorized Holidays (including the two Floating Holidays) shall be compensated for on a ten-hour basis. This includes all Authorized Holidays except the Day After Thanksgiving and the Designated Holiday. Employees are only entitled to eighty hours of holiday pay. When employees move/change to or from a four-day schedule, they become eligible for remaining Authorized Holidays only, up to the maximum of eighty hours. This would include a Designated Holiday on moves from a four-day work week if the employee has holiday hours remaining.

When changes to or from a four-day work week schedule occur, Management should determine how many hours of holiday pay the employee has been compensated for and how many hours he/she has remaining. Those hours should be divided into full days if possible. Any remaining time will be designated as "residual time" and handled as described in Item 13.

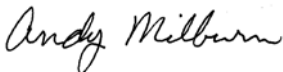
15. Eligible employees will qualify for thirty-two hours of Excused Work Days which may be taken as either three paid Excused Work Days and a two-hour increment or two paid Excused Work Days and six two-hour increments. All Excused Work Days may be taken in two-hour increments. Transfers to or from four-day work week schedules and residual time will be handled and treated in the same manner as vacations covered in Item 13. above, except they may continue to be taken in two-hour increments.
16. "Pay in lieu of" situations applicable to vacations because of separations through dismissal (except misconduct), layoff, resignation, retirement, or death, as provided in Article IX, Vacations, Section 3., of the 2009 Departmental Agreement will also apply to residual time. Pay for unused vacation time due to Leaves of Absence or transfers will include payment for any residual time.
17. Difference in pay for military training duty and emergency duty will be allowed for a maximum of eighty-eight hours.
18. An illness waiting day as provided in Article XI, Absences From Duty, Section 5., Illness, of the 2009 Departmental Agreement will be an absence of at least one session from scheduled time. Likewise, an absence of a full day will be paid on a ten-hour per day basis.




19. Subject to the conditions of Article XV, Temporary Work In Higher Positions, of the 2009 Departmental Agreement, Classification Differentials will be paid on the basis of one-fourth of the weekly wage rate instead of one-fifth. The Classification Differential paid to Supplies Attendants temporarily assigned Driver-Tractor Trailer duties in accordance with the provisions of Section 3., will be increased to \$6.25.
20. All employees participating in collective bargaining will be paid on a five-day, eight-hours-per-day basis.
21. Leaves of Absence for Union representatives on Union business will be converted to hours as follows:
  - 60 days becomes 480 hours
  - 145 days becomes 1160 hours

FOR THE UNION:

FOR THE COMPANY:

By:   
Andy Milburn  
Vice President, District 6

By:   
Joe Croci  
Vice President - Labor Relations



**MEMORANDUM OF AGREEMENT**  
**HOMETOWN JOB SECURITY COMMITMENT (HJSC)**

This Memorandum of Agreement is entered into as of April 5, 2009 between Communications Workers of America (“CWA” or the “Union”) and Southwestern Bell Telephone Company, SBC Advanced Solutions, Inc., AT&T DataComm, Inc., AT&T Operations, Inc., AT&T Services, Inc., and SBC Telecom, Inc. (collectively referred to as the “Company” or “Management”). This Agreement supersedes the Memorandum of Agreement entered into April 4, 2004 as set forth in the 2004 Settlement Agreement and shall be effective for the life of the 2009 Labor Agreements, unless otherwise mutually agreed in writing by the parties.

In response to CWA and employee concerns regarding employment security, and in addition to the existing provisions of Article XVII, **Force Adjustment**, of the 2009 Departmental Agreement, and of the Memorandum of Agreement, Employment Security Commitment (ESC), the parties agree as follows:

1. The Company will provide two options for placement consideration to regular surplus employees who wish to restrict the area for such consideration to something less than the Force Adjustment Area, subject to the conditions and provisions contained in this Commitment. These options shall be as follows:

A. “Hometown A” Option

An employee may restrict the area within which he/she will be considered for placement to the Exchange in which the surplus is located and up to four additional Exchanges. A surplus employee selecting this option who has not received a job offer (lateral, downgrade or upgrade) in the designated Exchanges by the anticipated Force Disposition Date (FDD) will be removed from the active payroll and placed on a Surplus Leave of Absence (SLA) with a monthly Voluntary Severance Payment (VSP), will maintain a regular transfer in file and be considered for all jobs for which he/she is qualified in the designated Exchanges, and will be eligible for educational development. The terms and conditions of the SLA are described in Section 4.

B. “Hometown B” Option

An employee electing this option may restrict the area for placement consideration in the same manner as provided in the “Hometown A” option. If no job offer is received by the anticipated FDD, the surplus employee will terminate employment and will receive a lump sum VSP per Section 2.b. of Article XVIII, **Severance Payments**, of the 2009 Departmental Agreement. The employee will not be eligible for the SLA or educational development.



2. Any regular employee who, after the effective date of this Agreement, becomes surplus pursuant to Article XVII, **Force Adjustment**, shall be offered the two (2) options described above, provided the following conditions are met:
- A. An employee may elect either of these options by so advising the Company, not less than two (2) days and not more than twenty-eight (28) days following the date of formal Surplus Notification, or by such later date as is determined by Management. Prior to invoking the HJSC, employees will be treated under the terms of Article XVII, **Force Adjustment**.

Note: Once an employee selects an HJSC option, prior to the FDD he/she may change his/her election between the two options. However, once an employee selects an HJSC option, the employee cannot revoke that decision and revert to treatment under Article XVII, **Force Adjustment**, or the ESC.

- 1) A displaced employee shall have two (2) working days following first being advised that he/she is subject to displacement to advise the Company of his/her election to invoke one of the options of the HJSC. The employee will be considered for appropriate jobs for which he/she is qualified within the designated Exchange(s) up to the 14th day following the date of notification. If the employee selects "Hometown A," and has not received a job offer by the 14th day, on the 15th day he/she will be placed on an SLA and be treated as described in Section 4. He/she shall be required to be qualified in accordance with 2.C.1) and 2.C.2), following, immediately upon invoking the option. If the employee selects "Hometown B" and has not received a job offer by the 14th day, on the 15th day, he/she will be terminated and receive a VSP.

Note: A surplus employee who elects to invoke either HJSC option shall not be permitted to displace a junior employee as provided in Section 3.g. and h. of Article XVII, **Force Adjustment**.

- B. A surplus employee declining a lateral job offer within the FAA prior to invoking the HJSC will not be eligible for either option.
- C. Employees selecting the "Hometown A" option must also meet the following conditions:
- 1) The employee must be already qualified for consideration or become so qualified by passing the Keyboarding Test-Level 1 and the appropriate operator and entry level clerical tests.
- 2) The employee must meet expectations on his/her current job.

3. Offers under the HJSC prior to the anticipated FDD shall be made to qualified employees as follows:
- A. An employee to whom an HJSC job offer is made has one (1) working day to accept the offer after which it will be considered rejected.
  - B. If an employee rejects an HJSC job offer, regardless of whether it is a lateral, downgrade, or upgrade, the employee is eligible to receive additional job offers until the anticipated FDD, at which time the employee will be terminated without a severance payment.
4. A regular surplus employee who has invoked the "Hometown A" option and has not received a job offer by the anticipated FDD will be removed from the active payroll and placed on a Surplus Leave of Absence. The terms and conditions of the SLA are as follows:
- A. The period of the SLA shall extend up to twenty-four (24) months from the date the employee leaves the active payroll. The employee shall receive service credit for the first thirty (30) days of the leave. The employee may maintain, at his/her expense, coverage under the Medical, Dental, Long-Term Care, CarePlus, and Supplementary and Dependent Group Life Insurance plans for the duration of the leave.  
  
Note: Employees who are eligible to receive a Service Pension as of the beginning of an SLA, or who become Service Pension eligible at any time during the leave, will remain entitled to all benefits otherwise available to retirees as of the Pension Effective Date.
  - B. While on the SLA, the employee will be eligible to participate in an educational development program that will provide training and/or tuition up to a maximum Company expense of \$5,000 per employee, not to exceed an overall Company total of \$3 million over the life of the contract. This educational development program will be jointly administered by the Union and the Company through the Training Advisory Board.
  - C. The employee shall receive a VSP calculated in accordance with the provisions of Article XVIII, **Severance Payments**, of the 2009 Departmental Agreement, payable in monthly installments of 1/24th of the total VSP. If, during the period of the leave, the employee declines any job offer from the Company in the designated Exchanges, the SLA shall be canceled, the employee will be considered to have resigned, the monthly VSP installments shall cease, and no further payments will be due the employee. If, during the period of the leave, an eligible employee decides to retire, which may or may not occur as a result of declining a job offer in the designated Exchanges, the SLA shall be canceled and the



monthly VSP installments shall cease, and no further VSP payments will be due the employee.

- D. During the period of the leave, the employee must maintain an active regular transfer on file for the Exchange(s) originally selected, and the employee shall be considered for all jobs for which he/she is qualified at all locations in the designated Exchange(s). Once selected, these Exchanges may not be altered or modified, but may be supplemented up to the maximum of five (5). Employees on an SLA shall be considered for applicable job offers in the same order as if they were active, non-surplus candidates.
- E. An employee on the SLA who receives and accepts a job offer from the Company shall suffer no break in his/her term of employment for pension purposes for the period of the leave, and his/her Net Credited Service shall be bridged immediately upon return to the active payroll.

For additional information on the SLA, refer to Exhibit 1.

5. The terms of this Commitment shall not apply to "local Union/Management modifications" to the force surplus disposition procedures as provided for in Section 6. of Article XVII, **Force Adjustment**, unless said local Union and Management mutually agree.
6. The force surplus conditions contemplated and dealt with in this Commitment are those which occur in the normal course of business for reasons such as technological change, etc. The Company retains the right, however, to suspend or cancel at any time the application of this Commitment when a force surplus is declared because of any significant change or extraordinary fluctuation in economic or business conditions as determined by the President of the Company.
7. Wage treatment, including Reassignment Pay Protection Plan (RPPP) treatment, will be administered to eligible employees who accept or receive jobs under the provisions of this Commitment in accordance with Section 4., Article XVII, **Force Adjustment**, of the 2009 Departmental Agreement.

Note: An employee returning from a Surplus Leave of Absence shall have the amount of monthly VSP payments received during the leave deducted from any RPPP payout.

In the event of any conflict between the provisions of this Memorandum of Agreement and the provisions of Article XIII, **Job Vacancy**, or Article XVII, **Force Adjustment**, of the 2009 Departmental Agreement, the provisions of this Memorandum of Agreement shall control.

Paragraphs 2. and 7. of this Agreement shall be subject to arbitration. All other provisions of this Agreement shall be subject to the grievance procedures set forth in Article XIX, **Grievances**, in the 2009 Departmental Agreement, and any grievance shall initially be filed at the second step with the Vice President-Labor Relations and shall not be delegated. However, with respect to the Surplus Leave of Absence, only the issue of the employee's eligibility for reinstatement shall be subject to the grievance procedure. Except for matters pertaining to Paragraphs 2. and 7., no other such grievance shall be subject to arbitration, nor shall any determination by the Leaves of Absence Policy Administrator and the Administrator of the SBC Pension Benefit Plan-Bargained Program (as defined by ERISA Section 3(16)(A)) with respect to such leaves be subject to the formal grievance procedure.

FOR THE UNION:

FOR THE COMPANY:

By: Andy Milburn  
Andy Milburn  
Vice President, District 6

By: Joe Croci  
Joe Croci  
Vice President-Labor Relations

*B.RK*

## ELEMENTS OF THE SURPLUS LEAVE OF ABSENCE

EXHIBIT 1

Eligibility	All bargained-for employees who are part of a surplus work group, and who request the leave on or before the twenty-eighth calendar day following the affected employee's surplus notification.
Minimum Duration	None
Length of Leave	This leave may be granted for a maximum of 24 months. The leave will terminate at the end of the 24 month leave period, or when either: 1) the employee receives a job offer within the Exchange(s) designated by the employee; or 2) the employee accepts employment with AT&T Inc., any of its subsidiaries, joint ventures or entities, any of their competitors, or any companies involved in divestiture; or 3) an eligible employee elects to retire.
Service Credit	Upon return to work, the employee will receive service credit for the length of the leave, up to a maximum of 30 days.
Severance Pay	Company pays 1/24th of the employee's severance pay each month, as calculated from the day next following the force disposition date.
Job Reinstatement	Provides no guarantee that at the end of the leave the employee will be returned to the same or any other position of employment.
CustomCare/HMO, Dental, and Vision	Company-extended coverages are available, subject to regular Company and employee contributions, as such contributions are applicable and existed immediately prior to the start of the leave, until the end of the month in which the leave begins, then for the duration of the leave Company-extended coverages are available, subject to the employee paying the full cost of coverage; COBRA continuation coverage is available as an alternative.
Basic Group Life and AD&D Insurance	Company-paid coverage will continue through the end of the leave.
Seat Belt Incentive	Terminates the day before the effective date of the leave.
CarePlus	Company-extended coverage is available, subject to regular employee contributions, as such contributions are applicable and existed immediately prior to the start of the leave, for the duration of the leave.
Supplementary Group Life, Dependent Group Life, and Long-Term Care Insurance	Coverage may continue through the end of the leave by making the required contributions.
Dependent Care Reimbursement Account (DCRA), Medical Care Reimbursement Account (MCRA)	DCRA deposits cease at the beginning of the leave. MCRA pre-tax deposits cease immediately at the start of the leave; COBRA continued coverage is available for continuation of MCRA coverage, including deposits on an after-tax basis.
Savings Plan	Participation is suspended during the leave. Employee obligation under the loan provision continues.
Educational Development	Tuition assistance and training will be jointly administered by the Union and the Company through the Training Advisory Board, up to a maximum Company expense of \$5,000 per employee, not to exceed an overall Company total of \$3 million over the life of the contract.
Telephone Concession	Telephone concession will continue until the end of the month in which the leave begins.

**MEMORANDUM OF AGREEMENT**  
**MONITORING**

Southwestern Bell Telephone Company, SBC Advanced Solutions, Inc., AT&T DataComm, Inc., AT&T Operations, Inc., AT&T Services, Inc., and SBC Telecom, Inc. (collectively referred to as the "Company" or "Management") and the Communications Workers of America ("CWA" or the "Union") recognize that joint involvement of Management and Union is essential for mutual benefit and quality of work life. In that spirit, the parties have mutually agreed to enter into this Memorandum of Agreement. This Agreement supersedes the Memorandum of Agreement entered into April 4, 2004. It shall take effect on the effective date of the 2009 Labor Agreements and shall continue in force and effect until 11:59 p.m. on December 31, 2013, at which time it will terminate unless otherwise mutually agreed in writing by the parties.

1. Voice Monitoring

In an effort to provide courteous responses, accurate information, and superior service, customer calls are subject to monitoring. These efforts are focused on:

- training and development of employees;
- identification of customers' needs;
- identification of procedural problems; and
- overall improvement of the Company processes that involve direct interaction with the customer.

Voice Monitoring may be characterized as either:

- Employee Development Monitoring, or
- Service Measurement Monitoring.

A. Employee Development Monitoring

When Employee Development Monitoring (EDM) is conducted, it will be performed using consistent standards established by the organization.

The following parameters will be adhered to when conducting EDM:

- 1) Individual notification will be given to employees to be monitored the day the EDM is to take place.
- 2) Employees will have the option of "remote" or "side-by-side" EDM, where facilities exist.



- 3) Feedback from EDM efforts will be provided to employees by the end of the employees' next tour, unless unusual circumstances warrant otherwise.

Exception: Parameters (1) and (2) above are applicable once an employee has six (6) months' on-job experience after completion of formal training.

Where an employee demonstrates difficulty meeting established performance expectations (except in the areas of adherence, attendance, and safety), he/she may lose the privileges outlined in (1) & (2) above. If the employee loses these privileges, he/she will be notified. The loss of privileges will remain in effect until performance expectations are met on a consistent basis.

B. Service Measurement Monitoring

Service Measurement Monitoring (SMM) will be conducted for the purpose of ensuring consistent application of standards, evaluation of customer acceptance of new or changed procedures, or isolation of possible causes of a problem, such as fluctuation of work times, or an increase in customer complaints. The following parameters will be adhered to when conducting SMM:

- 1) No advance notification will be given to employees prior to monitoring since these efforts are oriented toward overall office performance rather than individual performance.
- 2) SMM will be conducted "remotely," where facilities exist.
- 3) SMM feedback may be documented and given to the monitored employees for developmental/diagnostic purposes.
- 4) During SMM, when an employee demonstrates an inability to consistently meet standards established by the organization, privileges of advance notification and choice of side-by-side or remote EDM may be revoked.

If an employee loses these privileges, he/she will be notified. This loss of privileges will remain in effect until performance expectations are met on a consistent basis.

It is not intended that this loss of privilege would be arbitrarily and routinely used.

- 5) Employees will not be evaluated for appraisal purposes on calls sampled through SMM.

C. Disciplinary Restrictions

No employee may be disciplined as a result of voice monitoring except for any of the following conditions:

- 1) When gross discourtesy or abuse of a customer is observed.
- 2) Attempts to defraud the Company through misuse of service and equipment are observed.
- 3) The employee violates privacy of communications or demonstrates integrity problems.
- 4) An employee fails to meet established performance expectations, as identified through EDM.

2. Electronic Monitoring

Electronic monitoring is defined as follows:

The collection, storage, analysis, and reporting about employee activities by means of computer observation and supervision.

All employees will be pre-notified of electronic monitoring reports and the intended use of such reports within their work group. The local Union president (or designee) will be notified of electronic monitoring reports prior to their use for appraisal or disciplinary purposes.

3. This Agreement does not preclude the Union's right of grievance procedure and/or arbitration as set forth in the 2009 Labor Agreements between both parties.

FOR THE UNION:

FOR THE COMPANY:

By: Andy Milburn  
Andy Milburn  
Vice President, District 6

By: Joe Croci  
Joe Croci  
Vice President-Labor Relations

*B.RK*

**MEMORANDUM OF AGREEMENT**  
**VACATION PORTABILITY**

This Memorandum of Agreement is entered into as of April 5, 2009 between Communications Workers of America ("CWA" or the "Union") and Southwestern Bell Telephone Company, SBC Advanced Solutions, Inc., AT&T DataComm, Inc., AT&T Operations, Inc., AT&T Services, Inc., and SBC Telecom, Inc. (collectively referred to as the "Company" or "Management") and shall remain in effect throughout the life of the 2009 Labor Agreements, unless otherwise mutually agreed in writing by the parties. This Agreement describes the treatment of vacation time, the Designated Holiday (DH), Floating Holidays (FHs), and Excused Work Days (EWDs) or their equivalent (covered time) when a bargained-for employee moves among bargaining units of the Company represented by the Union in Arkansas, Kansas, Missouri, Oklahoma and Texas (and certain other locations as noted below) with no more than thirty days between resignation and rehire (covered employee).

(NOTE: As used herein, "the Company" means those Companies identified above, as well as Southwestern Bell Yellow Pages, Inc., AT&T Video Services, Inc., AT&T Messaging Services, Inc., operating in Arkansas, Kansas, Missouri, Oklahoma and Texas, as well as SBC Internet Services, Inc. in all its operating states, employing CWA-represented employees.)

1. 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.
2. Covered time carried over from the prior vacation year must be disposed of, i.e., paid in lieu of, if applicable, or taken at the former entity.
3. In no case will an employee's movement from one entity to another result in the double payment for covered time.
4. The Union hereby waives any claim, allegation, and/or argument; agrees not to make or file any claim, allegation, or argument; and promises not to present this Agreement or any employee movement between subsidiaries which are covered by 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 ever have been a single employer, joint employers, accretions, alter egos, or successors with respect to each or any of them because of the existence of this Agreement or any employee movement between subsidiaries which are covered by this Agreement.



FOR THE UNION:

By: Andy Milburn  
Andy Milburn  
Vice President, District 6

FOR THE COMPANY:

By: Joe Croci  
Joe Croci  
Vice President-Labor Relations

*B.RK*

**MEMORANDUM OF AGREEMENT**  
**MODIFIED PROCEDURES FOR EXPEDITED ARBITRATION**

This Memorandum of Agreement is entered into as of April 5, 2009 between Communications Workers of America ("CWA" or the "Union") and Southwestern Bell Telephone Company, SBC Advanced Solutions, Inc., AT&T DataComm, Inc., AT&T Operations, Inc., AT&T Services, Inc., and SBC Telecom, Inc. (collectively referred to as the "Company" or "Management"). This Agreement supersedes the Memorandum of Agreement entered into April 4, 2004 as set forth in the 2004 Settlement Agreement and shall be effective for the life of the 2009 Labor Agreements, unless otherwise mutually agreed in writing by the parties.

1. The trial period for the following modified procedures will be applicable to formal grievances initially filed during the term of the 2009 Labor Agreements unless extended or modified by the parties in writing.
2. For the duration of this trial, in all grievances involving employee dismissals that qualify for expedited arbitration pursuant to Section 1. of Article V, **Expedited Arbitration**, of the 2009 Agreement of General Application, one of the following options shall be elected within thirty (30) days of the date the decision regarding the first level grievance is communicated to the Union:

Option 1. An appeal to the second level of the grievance procedure. The thirty (30) day time period for this appeal shall be in lieu of the two (2) weeks time period set forth in Section 3.a. of Article XIX, **Grievances**, of the 2009 Departmental Agreement; or,

Option 2. A request for expedited arbitration. The thirty (30) day time period for this request shall be in lieu of the sixty (60) day time period set forth in Section 2. of Article IV, **Arbitration**, of the 2009 Agreement of General Application. The Company shall, within fifteen (15) calendar days after the filing of the request, notify the Union in writing whether or not it agrees thereto. If the Company agrees, then the grievance shall proceed in accordance with Article V, **Expedited Arbitration**, of the 2009 Agreement of General Application. If the Company does not agree, and the Union wishes to proceed further with the grievance, then the appropriate grievance procedure must be followed as set forth in Article XIX, **Grievances**, Section 3., of the 2009 Departmental Agreement. The time limit for appeal to the second level of the grievance procedure shall begin to run as of the date of the Company's written response to the Union's request for expedited arbitration pursuant to this trial.

3. For the duration of this trial, in any grievance arbitrated under the trial provisions, the Company shall under no circumstances be liable for back pay for more than twelve (12) months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the dismissal complained of in the grievance. Delays requested by the Union in which the Company concurs shall not be included in such additional time. These time periods shall be in lieu of the time periods set forth in Section 3.h. of Article V, **Expedited Arbitration**, of the 2009 Agreement of General Application.
4. Except as specifically provided above, all grievances shall continue to be subject to the applicable provisions of Article XIX, **Grievances**, of the 2009 Departmental Agreement, as well as Article IV, **Arbitration**, and Article V, **Expedited Arbitration**, of the 2009 Agreement of General Application.

FOR THE UNION:

FOR THE COMPANY:

By: Andy Milburn  
Andy Milburn  
Vice President, District 6

By: Joe Croci  
Joe Croci  
Vice President-Labor Relations

B.RK