

# 2010

Regional

# Labor Agreement

Communications Workers of America  
District 3



and

AT&T Mobility, LLC



Effective Date: March 27, 2010  
Expiration Date: February 7, 2014

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ARTICLE 1  
AGREEMENT

THIS AGREEMENT is made and entered into effective the **27<sup>th</sup> day of March, 2010** by and between **AT&T Mobility, LLC** (hereinafter referred to as the "Company," the "Employer," or "Management") and COMMUNICATIONS WORKERS OF AMERICA, (hereinafter referred to as the Union).

ARTICLE 2  
RECOGNITION AND ESTABLISHMENT OF THE UNIT

Section 1. The Company recognizes the Union as the sole collective bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for those covered employees in CWA District 3. The term covered employee and/or employees as used in this Agreement shall mean, those employees within the job titles set forth in Appendix A, but excluding Outside Premise Sale Representatives and all employees exempt by the National Labor Relations Act.

Section 2.

- a. The Company shall have the right to create, define, expand, reduce, alter, combine, move, transfer, relocate or terminate any job, job content, job classification, job title, department, operation or service in the Bargaining Unit; to establish duties in connection with the creation of a job title/classification herewith as it shall deem appropriate; and to subcontract any work.
  - (1) The Company shall notify the Union in writing of any newly created classifications or titles, the duties established therefore, and the temporary wage rate.
  - (2) Upon such notification the Company shall be free to staff such positions.
- b. The Union shall have the right, within thirty (30) calendar days of the date the Union was notified by the Company of the new classification or title, to initiate negotiations concerning the temporary wage rate established by the Company. If negotiations are not so initiated within thirty (30) calendar days, the temporary wage rate will be made permanent. If negotiations are so initiated within thirty (30) calendar days, they shall commence within thirty (30) days after the Union's request to initiate negotiations. The parties agree that they shall negotiate for a period of no more than sixty (60) days from the date such negotiations commenced.
  - (1) If an agreement is reached by the parties within the said sixty (60) days as to the appropriate permanent wage rate, such agreement shall be applied retroactively to the day of the establishment of the new classification or title.
  - (2) If no agreement as to the appropriate permanent wage rate for such classifications or titles has been reached within the said sixty (60) days, the issue of the appropriate permanent wage rate shall be subject to a binding mediation process. A mediation conference shall be held as soon as possible but no later than thirty (30) days following conclusion of negotiations.
    - (a) If agreement is reached in the mediation process, as to the appropriate permanent wage rate, such agreement shall be

applied retroactively to the day of establishment of the new classification or title.

- (b) If no agreement is reached in the mediation process, each party shall submit a final proposed permanent wage rate to the mediator at the conclusion of the mediation conference. The mediator shall determine which of the final submissions is appropriate, taking into account the facts, discussions and arguments presented by the parties during the conference. The permanent wage rate designated by the mediator shall be applied retroactively to the day of the establishment of the new classification or title.
- (3) The mediator used in the mediation process referred to in paragraph (2) above, shall be selected by mutual agreement from a list of five (5) mediators compiled by the American Arbitration Association. Such individuals on the list shall possess acknowledged expertise in the area of job evaluation.

ARTICLE 3  
CLASSIFICATION OF EMPLOYEES

Section 1. A full-time employee shall be deemed to be any employee regularly scheduled to work forty (40) hours per week. A regular employee is one whose employment is reasonably expected to continue for longer than fifteen (15) months.

Section 2. A part-time employee shall be deemed to be any employee regularly scheduled to work less than forty (40) hours per week.

Section 3. The Company shall have the right to reduce employee classifications from full-time to part-time or to increase employee classifications from part-time to full-time.

Section 4. A temporary employee is one who is engaged for a specific project or a limited period, with the definite understanding that his/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 weeks, but not more than fifteen (15) months. The termination of the employment of such temporary employees shall not be subject to the grievance or arbitration provisions of this Agreement.

Section 5. Agency workers and independent contractors shall not be deemed to be employees of the Company and, as such, shall not be covered by any of the terms or conditions of this Agreement.

ARTICLE 4  
AGENCY SHOP

Effective thirty (30) days following the effective date of this Agreement, each employee employed on or before such effective date and covered by the terms and conditions of this Agreement shall, as a condition of employment, either become a member of the Union, or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

Employees covered by this Agreement employed after the effective date thereof shall, on or after the thirtieth (30<sup>th</sup>) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

The foregoing shall be subject to any prohibitions or restrictions contained in the laws of the states covered by this agreement.

ARTICLE 5  
DEDUCTION OF UNION DUES

Section 1. The Company agrees to make collections of the standard Union dues and CWA COPE-PAC through payroll deduction from the employee's pay, upon receipt of a written authorization form signed by the employee and delivered by the Union to the Company. This authorization shall continue in effect until cancelled by written notice from either the Secretary-Treasurer of the Union or the employee as set forth in the Payroll Deduction Authorization for Union Dues card. The Company also agrees to electronically remit the amount so deducted to the designated representative of the Union on a monthly basis and to furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction. The union shall indemnify, save and hold harmless the Employer against any form of loss or liability arising out of any action taken or omitted to be taken by the Employer at the request of the Union under this section.

Section 2. The Company shall bear the full cost of dues deduction and CWA COPE-PAC as set forth in Section 1., except that the Union agrees to print the dues deduction authorization cards in a form approved by the Company and the Union.

ARTICLE 6  
MANAGEMENT RIGHTS

Subject to applicable law, all rights possessed by the Employer prior to the recognition of the Union, which rights are not governed by the terms of this Agreement, are reserved and retained by the Employer.

## ARTICLE 7 GRIEVANCE PROCEDURE

Section 1. All complaints or prospective grievances by the union shall normally be taken up informally with the first level of Management in an effort to resolve the matter. Nothing in this Article shall be construed to deprive any employee or group of employees from presenting individually to the Company any complaint, and to have such complaints adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, and provided further that a Union representative has been given opportunity to be present at such adjustment.

Section 2. A grievance is a complaint by the Union:

- a. Alleging violation of the provisions or application of the provisions of this Agreement.
- b. Alleging that an employee has been discharged, suspended, demoted or otherwise disciplined without just cause.
- c. Alleging that an employee has suffered improper loss or reduction of any contractually established benefits arising out of the job or of employment with the Company.

Any such grievance not addressed or resolved in Section 1. above, which is reduced to writing, setting forth, if applicable, specifically the substance of the grievance and the provision or provisions of the Agreement allegedly violated, delivered by a Union representative to the designated Company representative in accordance with Section 3. following, within forty-five (45) calendar days of the action complained of, shall be considered and handled as a formal grievance. However, the rights of Management, as set forth in this Agreement, and all other inherent rights of Management not expressly limited by a specific provision of this Agreement are vested exclusively in the Company and are not subject to the grievance or arbitration procedures of this Agreement.

Section 3. The formal grievance procedure shall normally consist of two (2) successive steps. Notice of grievance and appeals of decision shall be forwarded in accordance with the following:

### STEP 1

The designated Company representative shall contact the Union representative within seven (7) workdays of receipt of written notice of the grievance for the purpose of setting a mutually agreeable meeting date and location. The designated Company representative will provide a decision in writing within ten (10) workdays after completion of the meeting(s) unless mutually agreed otherwise by the parties.

## STEP 2

If the answer or decision of the Company is unsatisfactory to the Union, the grievance shall be appealed to the designated Company representative, in writing, within **thirty (30)** workdays after a decision has been rendered at the first step. The designated Company representative shall contact the Union representative within seven (7) workdays of receipt of the written appeal for the purpose of setting a mutually agreeable meeting date and location. The meeting may be done by phone. The designated Company representative will provide a decision in writing within fifteen (15) workdays, after completion of the meeting(s), unless mutually agreed otherwise by the parties.

Section 4. A decision at Step 2 of the formal grievance procedure, as set forth in Section 2., shall be construed as full completion of the formal grievance procedure.

Section 5. After a notice, as set forth in Section 2. above, has been received by the Company, the Company will not attempt to adjust the grievance with any employee or employees involved. Any proposed adjustment will be presented by the Company to the designated Union representative.

Section 6. The Company will keep the Union fully informed, in writing, on a current basis, of the designated Company representatives referenced in Sections 2. and 3. above.

Section 7. Formal grievance meetings shall be held at mutually agreeable times and locations. For the purpose of presenting a grievance, those employees of the Company including the aggrieved employee(s) and the employee representative(s) designated by the Union, who shall suffer no loss in pay for the time consumed in, and necessarily consumed in traveling to and from grievance meetings, shall not be more than two (2) at any level of the grievance procedure.

Section 8. Failure to submit or pursue a grievance under the conditions and within the time and manner stated above shall be construed to be a waiver by the employee and the Union of the formal grievance. Any complaint of this type shall be handled by the Company as an informal grievance on an informal basis. Informal grievances are not subject to arbitration.

Section 9. Any provision in this Article to the contrary notwithstanding, no forms of discipline, including suspension and discharge, of employees with less than ninety (90) days of service with the Company shall be subject to the grievance procedure, provided, however, that the Company may extend said period for an additional ninety (90) days upon written notice to the Union.

**Section 10. Grievances which involve true intent and meaning of any provisions of this Agreement may be submitted to the designated Company Representative as an Executive Level Grievance and initiated for the Union only at the District level.**

## ARTICLE 8 MEDIATION

Section 1. At the conclusion of the formal grievance procedure either party may elect to submit the matter to mediation, with the consent of the other party. Such submission shall not extend the time periods permitted to process the grievance to arbitration. The party desiring the matter be so submitted shall submit a written statement of appeal within two (2) weeks after receipt of the position statement rendered by the Company in the final step of the grievance procedure.

Section 2. As to the mediation provided by this Article:

- a. Each party shall have one principal spokesperson at the mediation conference.
- b. Any written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one (1) copy of the written grievance, to be used solely for the purposes of statistical analysis.
- c. Proceedings before the mediation shall be informal in nature. The presentation of evidence is not limited to that presented in the grievance proceedings, the rules of evidence will not apply, and no records of the mediation conference shall be made.
- d. The mediation will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.
- e. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory opinion, unless both parties direct that no opinion shall be provided, *provided however*, that said opinion, if issued, shall not be published or communicated to the public or to either parties' members or employees but shall be used internally by either party solely for the purpose of analysis and assessment. In no event shall such advisory opinion, if issued, be deemed binding on either party.
- f. If the mediator provides an opinion, he/she shall state the grounds on which it is based.
- g. The advisory opinion of the mediator, if accepted by both parties, shall not constitute a precedent, unless the parties otherwise agree.
- h. The mediator's fee and expenses will be divided equally between the parties.

Section 3. If no settlement is reached at mediation, the parties are free to arbitrate under the Arbitration Article.

Section 4. In the event that a grievance which has been mediated subsequently goes to arbitration no person serving as a mediator between these parties may serve as arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party for the first time in the mediation conference may be used against it at arbitration.

## ARTICLE 9 ARBITRATION

Section 1. If at any time a controversy should arise regarding the true intent and meaning of any provisions of this Agreement, including Memoranda of Agreement or other Letters of Understanding interpreting the Agreement in regard to the performance of an obligation hereunder, which the parties are unable to resolve by use of the grievance procedure, the matter may be arbitrated upon written request of either party to this Agreement.

Section 2. If the answer or decision of the Company's representative at the conclusion of Step 2 of the formal grievance procedure, as described in Article 7, is unsatisfactory to the Union, the Union shall, in writing, to the designated Company representative, within sixty (60) calendar days thereafter, request arbitration, if such is desired.

Section 3. A panel of at least 8 but no more than 10 qualified arbitrators per district will be selected by the parties. **Arbitrators on this panel must be a member of the** American Arbitration Association (hereinafter "AAA") and **act** in accordance with their rules. Each arbitrator will serve until the termination of this Agreement unless his/her services are terminated earlier by written notice from joint letter from the parties. The arbitrator will conclude his/her services by settling any grievance previously heard. A successor arbitrator will be selected by the parties from **the AAA membership**. Arbitrators will be assigned cases in rotating order designated by the parties. The compensation and expenses of the arbitrator and the general expenses of the arbitration will be borne by the Company and the Union in equal parts. Each party will bear the expense of its representatives and witnesses. Any expenses incurred because of any cancellation or postponement of a hearing will be borne by the party requesting such cancellation or postponement.

Section 4 Whenever the Union notifies, in writing, the Company of the election to arbitrate is involved in the Union's internal appeal's process and that the notice to arbitrate is therefore being given solely to preserve the Union's right to arbitrate in the event the appeal is upheld, the parties agree that:

- a. The Union shall notify the Company promptly in writing of the outcome of its internal appeal process, and at the same time the Union shall notify the Company of its intent to arbitrate.
- b. If the appeal is denied, the Union shall also notify the Company of the withdrawal of its previous notice of election to arbitrate the subject grievance.
- c. The Union shall promptly appeal the decision within its internal appeal process to the next scheduled convention, but in no event shall the extension be greater than 18 months. Matters exceeding 18 months will be deemed withdrawn.
- d. Back pay and benefits, if awarded, will be limited to one (1) year from the occurrence giving rise to the grievance where provisions of this section are used to extend time periods.

Section 5. The arbitrator shall be confined to the subjects submitted for decision, and may in no event, as a part of any such decision, impose upon either party any obligation to arbitrate on any subjects which have not been herein agreed upon as subjects for arbitration. The arbitrator shall interpret this Agreement in accordance with the reserved rights theory of labor agreements, whereby all rights not expressly limited by this Agreement are reserved to the Company. The arbitrator shall not have jurisdiction over the rights of Management not specifically restricted by this Agreement and shall not have the power to add to, subtract from, or vary the terms of this Agreement, or to substitute his/her discretion for that of Management, but shall be limited in power and jurisdiction to determine whether there has been a violation of this Agreement.

Section 6. Except where otherwise mutually agreed, failure to submit a matter to arbitration within the times above stated or failure to pursue subsequent steps within the time and in the manner above stated shall constitute a waiver by the employee and the Union of the right to arbitration.

Section 7. Upon the Union's providing the Company with a reasonable period of advance notice, the Company shall allow reasonable time off without pay for Grievant and/or Union witnesses to prepare for arbitration. For the purpose of presenting an arbitration, the Grievant and one Union representative need not clock out if the proceeding occurs during Grievant's and representative's regularly scheduled working hours, but other Union representatives who are employees of the Company and all other employees participating in the arbitration proceeding shall clock out for that purpose.

Section 8. Any provision in this Article to the contrary notwithstanding, no form of discipline, including suspension and discharge, of employees with less than twelve (12) months of service shall be subject to arbitration.

ARTICLE 10  
NO STRIKE - NO LOCKOUT

Section 1. During the life of this Agreement, the Union and the employees covered under this Agreement, shall not cause, call, or sanction strikes of any kind, including sympathy strikes and strikes in protest of alleged unfair labor practices, boycotts, work stoppages or slowdowns which interfere with the Company's production or business.

Section 2. In the event any violation of the previous Section occurs, which is unauthorized by the Union, the Company agrees that there shall be no financial liability on the part of the Union or any of its officers or agents, provided that in the event of such unauthorized action the Union promptly advises the members of the Bargaining Unit that such action is unauthorized and that the involved members should return to work or cease such action.

The Company and the Union will work together to bring any such unauthorized action to an end.

Section 3. The Company retains the right to discipline employees engaged in, participating in, or encouraging any action as described in Section 1. of this Article.

Section 4. The Company agrees that there will be no lockouts during the duration of this Agreement.

ARTICLE 11  
SENIORITY

Section 1. Seniority, as used in this Agreement, is defined as Net Credited Service as determined by the Administrative Committee.

Section 2. If more than one (1) employee has the same Seniority date, the last four digits of the Social Security Number will be used to establish the ranking. The employee with the lowest number will be considered the most senior.

ARTICLE 12  
HOURS OF WORK

Section 1. Full-time employees will normally be scheduled to work forty (40) hours per week which may be spread over any six (6) days within the calendar week.

Section 2. The determination of hours, work schedules (which includes shifts and shift hours), overtime requirements and assignments thereto and the days to be worked shall be made by the Company, however:

- a. The Company, except as provided in b. and d. below, will assign work schedules on the basis of seniority as defined in Article 11.
- b. In the event there are business needs, as determined by the Company, requiring certain qualifications for particular work schedules, the Company shall offer such schedules on the basis of seniority to those employees the Company determines possess the required qualifications.
- c. Work schedules for the next calendar week shall be officially posted or furnished by the Company to show the scheduled tours the employee is to work prior to 12 noon of each Friday (the Company will endeavor to post schedules for the next two weeks prior to 12 noon of each Friday). Such schedules shall include the starting and ending time of each of the tours making up the scheduled workweek. For tours longer than five (5) hours, such schedules will also include the length of the period to be allowed for meals.

If no change is so posted or furnished prior to the time specified above, the schedule in effect for the employee for the last calendar week assigned to work shall be considered as that employee's work schedule for the next calendar week.

- d. If, during the period for which schedules have been established, the Company determines unexpected absences or business needs necessitate a change in the posted work schedule, the Company may schedule or reassign schedules in any manner that it deems most expedient, but will first attempt to staff the changed schedule with volunteers. Whenever possible, the Company will endeavor to notify employees twenty-four (24) hours in advance of the need for such schedule changes.
- e. A work schedule for an employee may be changed if the employee so requests and the Company approves such request.

Section 3. Employees shall be permitted to take one (1) fifteen (15) minute break for every four (4) hours of work. Such breaks shall be scheduled at the discretion of the Company.

Section 4. Employees shall be entitled to work provided that the physical condition and conduct of the employee permit such employee to satisfactorily perform the work, and a sufficient period of time for adequate rest has elapsed since the employee last worked. It is not possible to specifically evaluate "a sufficient period of time for adequate rest," as this is dependent upon the nature of the work being performed, the conditions under which the work is performed, and the employee's physical condition. In general, under ordinary circumstances, sixteen (16) hours of work may be performed without an intervening period of rest. Normally eight (8) hours should be allowed for adequate rest between such a work period and the next work period.

ARTICLE 13  
WORK ASSIGNMENTS

Section 1. The Company shall determine whether to staff a position or fill a vacancy and the method or combination of methods it shall use for such purposes. In making this determination, the Company shall first give consideration to qualified internal candidates prior to off-street applicants. All vacancies within the Bargaining Unit shall be posted (manually or electronically) in such a fashion as to be accessible by employees. The posting shall include the title, pay range, and sufficient information regarding requirements and duties to adequately describe the vacancy. The vacancy shall remain posted for seven (7) calendar days.

Section 2. In connection with Section 1. above, employees who have met a twelve (12) month time-in-title and location requirement shall be afforded the opportunity to submit to the Company a form on which they may identify their interest in being considered for vacancies which occur in the Bargaining Unit.

Section 3. When a vacancy is to be filled from within the Bargaining Unit, Management will consider all qualified candidates who have forms on file relating to the vacancy in question. In selecting the employee to fill the position, the Company will first give due consideration to the candidates' qualifications and past performance and where those factors are relatively equal, in the judgment of the Company, it shall consider seniority.

Section 4. The Company agrees to provide the Union, in writing, the names and titles of all candidates selected under this Article, by the fifteenth (15<sup>th</sup>) calendar day after any such selection is made.

Section 5. Nothing in this Agreement shall be applied or interpreted to restrict the Company in the exercise of its right to hire, promote or transfer; and, to the extent the needs of the business require, to have Bargaining Unit work performed by its supervisory personnel, or its right to make sales assignments without limitations.

ARTICLE 14  
FORCE ADJUSTMENT

Section 1. In the event that the Company determines that a surplus exists and a decrease in the work force becomes necessary, the Company will first advise the Union in writing prior to notifying the affected employee(s). The affected employee(s) will be notified not less than **thirty (30)** calendar days prior to the date the employee(s) is to be laid off. **In matters involving the surplus of fifty (50) or more employees at a single location, the Company will provide the employees sixty (60) days advance notice of the surplus.**

Section 2. Under the circumstances set forth in Section 1. preceding, regular employees will be given preference, in accordance with their seniority, subject to their skills and experience, to perform the remaining work in the event of a reduction in force. Temporary employees will be laid off under these circumstances before applying this seniority policy to regular employees.

Section 3. If a surplus remains after application of Section 2. preceding, any remaining surplus regular employees will be offered laterals and downgrades for which they are qualified, by order of seniority, to fill any available job vacancies within the Bargaining Unit. When the posting of job vacancies is implemented in accordance with the provisions of Article 13, Work Assignments, Section 1., these surplus employees will be considered for any vacancies for which they qualify within the Company.

Section 4. Severance Payments. If the Company determines that a surplus exists as described in Section 1. preceding, resulting in the layoff of a regular employee, that employee shall be eligible for a Severance Payment equivalent to one week's wages for each completed 6 months of service during the first year of employment and an additional payment equivalent to one week's wages for each subsequent completed year of Continuous Service, up to a maximum of **\$16,000**.

Section 5. For purposes of this Article, "Continuous Service" means the number of completed years served by the employee with the Company beginning with the date of the employee's most recent engagement (or reengagement) and ending with the effective date of the employee's termination. A period of Continuous Service is not broken by a leave of absence. For employees who were on the payroll or on an authorized leave of absence as of February 1, 2001, and who remain in the continuous active service of the Company, their Net Credited Service in whole years (as determined by the Administrative Committee) upon the effective date of their termination shall be considered their period of Continuous Service with regard to the application of the provisions of this Article.

Section 6. A former surplus employee who has been laid off and who files an application for employment will be considered prior to off-street applicants for vacancies for which he/she qualifies for a period of two (2) years from the date of layoff.

ARTICLE 15  
NON-DISCRIMINATION

The Company and the Union agree that they will not discriminate against any employee covered by this Agreement because of race, color, creed, sex, national origin, age, or disability status.

Nothing in this Agreement shall be applied or interpreted to restrict the Company from taking such action as it deems necessary to fully comply with any federal, state or local laws, statutes, ordinances, rules, regulations and executive orders. The arbitration provisions of this Agreement shall not apply to any such actions or to any complaints, allegations, or charges of unlawful discrimination.

## ARTICLE 16 SAFETY

Section 1. Safety and health is a mutual concern of the Company and the Union. It benefits all parties to have employees work in safe and healthful environments and for employees to perform their work safely and in the interests of their own health. It is also necessary to promote a better understanding and acceptance of the principles of safety and health on the part of all employees, in order to provide for their own safety and health and that of their fellow employees, customers and the general public.

To achieve the above principles, the Company and the Union agree to establish for the duration of this Agreement an advisory committee known as the Safety and Health Committee. The committee shall consist of not more than four (4) representatives each from the Company and the Union (to be appointed by the Company and the Union, respectively). This committee shall meet from time to time as required, but at least annually and more often as mutually agreed upon by the parties.

This committee shall be charged with the responsibility to develop facts and recommendations so that both parties can make well-informed decisions regarding the occupational safety and health matters.

The committee shall focus on all matters pertaining to occupational safety and health, including ergonomic concerns in the workplace. It shall also consider existing practices and rules relating to safety and health and formulate suggested changes in design and adoption of new practices and rules.

In connection with the Safety and Health Committee meetings under this Article, the employee representative(s) designated by the Union shall suffer no loss in pay for time consumed in, and necessarily consumed in traveling to and from, these meetings.

Section 2. None of the terms of this Agreement shall be applied or interpreted to restrict the Company from taking whatever actions are deemed reasonably necessary to fully comply with laws, rules and regulations regarding safety, and grievance and arbitration provisions of this Agreement shall not apply to any such actions. Discipline for failure to observe safety rules shall be grievable and arbitrable under the terms of this Agreement. Other matters relating to safety may be raised under the informal complaints provisions of Article 7, Grievance Procedure, and cannot otherwise be raised under the grievance and arbitration provisions of this Agreement.

ARTICLE 17  
COMPANY-UNION RELATIONSHIP

Section 1. The Company and the Union recognize that it is in the best interests of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the Bargaining Unit. Each party shall bring to the attention of all employees in the Bargaining Unit their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to ensure adherence to this purpose.

The Company will notify the Union when new employees enter the Bargaining Unit. During the orientation of new hires, each party will bring to the attention of new employees the relationship between the parties and the Union's status as exclusive representative of those employees in the Bargaining Unit.

The Company may allow the Union to display CWA shield logos, as provided by the Union in mutually agreed to Company owned retail locations.

Section 2. The Union will keep the Company fully informed, in writing, on a current basis, of all local Union officers, Union stewards, or Union representatives who may be designated with the responsibility of representing the Union regarding the administration of this Agreement.

Section 3. At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded as such in the personnel file, suspension, demotion, or discharge) is to be announced, a Union representative may be present if the employee so requests. Time spent in such a meeting shall be considered work time.

Section 4. Union representatives may request a reasonable amount of time off without pay for Union activities. Such requests for time off must be submitted in writing to the Union representative's supervisor at least five (5) working days in advance, whenever possible. In determining whether to grant such requests, the Company shall give due consideration to service requirements as determined by the Company, the requests for time off from other employees, and its ability to replace the Union representatives' services.

Section 5. Time off for Union activities will be limited to **320** hours per calendar year per Union representative except that up to one representative per local that represents 150 or more **AT&T Mobility** employees may each be granted up to **960** hours per calendar year for Union activities. However, those identified by the Union may be granted additional time upon approval at the Company bargaining level. The Union will designate these representatives in writing to the Company. The period of such time off shall not be deducted from the Union representative's seniority. The parties agree that the provisions of Section 2.c. of

Article 21, Absences, shall not be used for Union functions.

Section 6. Subject to the limitations in Sections 4. and 5. of this Article and in this Section 6., when an officer or designated representative of the Union requires time off from assigned Company duties to attend solely to Union matters, either before or after exhausting the time allowed without pay provided in Section 5. above, he or she will be granted a leave of absence without pay either upon the initiative of the Company or upon the request of the Vice President of the Union to the **Vice President of** Labor Relations (or their designee) of the Company, provided that:

- a. No such leave of absence shall be for an initial period of less than thirty-one (31) calendar days or more than one (1) year, nor shall the total cumulative period of all such leaves of absence for any one (1) employee exceed four (4) years; and
- b. No more than five (5) Union officers or designated representatives may be granted such leaves of absence at any one time at the request of the Union.
- c. All Union leaves of absence will be granted with the following conditions:
  - (1) During the absence the employee shall retain eligibility, if any, according to term of service, for the Medical Plan, the Dental Plan, the Group Life Insurance Plan, and the Vision Plan, provided that:
    - (a) The employee shall pay the premiums for the Medical Plan, the Dental Plan, the Vision Plan, the Supplementary Group Life Insurance Plan, the Dependent Group Life Insurance Plan; and
    - (b) The Company shall pay the premium for the Group Life Insurance Plan, (Basic and Accidental Death or Dismemberment).
  - (2) During the absence the employee shall retain eligibility, if any, according to term of service to:
    - (a) Payments for absence due to illness during the first seven (7) calendar days after expiration of the leave per Article 21, Section 6.
    - (b) Disability benefits beginning on the eighth (8<sup>th</sup>) calendar day after expiration of the leave.
    - (c) Death benefits and service or deferred vested pension.
  - (3) The period of absence will not be deducted in computing term of employment, and the period of absence will not be credited for wage progression purposes.
  - (4) The pension base shall not in any manner be affected by a Union leave of absence. Should an employee on such leave elect to retire at the termination thereof, the employee's pension base, if any, shall be computed as if the employee were continually employed during the period of leave.

Section 7. A Working Relations Committee will be created for the purpose of discussing broad concerns of mutual interest to the parties. Committee proceedings shall not be used in lieu of the grievance or arbitration procedures.

- a. The Committee shall consist of no more than four (4) representatives designated by the Company and no more than four (4) representatives designated by the Union. In connection with attendance at Working Relations Committee meetings, the employee representative(s) designated by the Union shall suffer no loss in pay for time consumed in, and necessarily consumed in traveling to and from, these meetings.
- b. The Committee may meet every six (6) months upon request of either party, or more frequently upon the mutual agreement of the parties, for the purpose of discussing whatever agenda either party may wish to present, including but not limited to subcontracting and supervisors' performance of Unit work.
- c. Discussions and decisions of the Committee shall not add to, subtract from or modify in any manner whatsoever the terms and conditions of this Agreement nor shall they constitute mid-term bargaining or be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 18  
UNION ACTIVITIES

The Union shall be permitted space to place bulletin boards on Company property. Such bulletin boards are to be used exclusively by the Union. The number of bulletin boards and their location shall be mutually agreed upon by the Union and the Company. Bulletin board material shall normally be restricted to the following:

- a. Notices of Union recreational and social affairs.
- b. Notices of Union elections, appointments, and results of Union elections.
- c. Notices of Union meetings.
- d. Other factual notices and announcements concerning official business of the Union.
- e. These shall not be considered as controversial or derogatory of the Company or its personnel.

Such material shall be posted **and removed** only by an official Union representative or a person designated by an official Union representative.

ARTICLE 19  
BASIS OF COMPENSATION

Section 1. Rates of Pay

- a. The rates of pay and progression wage scales for full time employees shall be that shown in Appendix A.
- b. Starting Rates: Each employee who enters the service of the Company shall begin employment at the Start Rate for the appropriate job title, except that appropriate allowance over such starting rate may be made by the Company for an employee who has had previous experience or training considered to be of value.
- c. When a (voluntary) change of title occurs, the employee will be placed on the closest rate (not lower provided they are not over the top rate for the job they are moving to) of the new schedule that the employee was administered on the former schedule. The time interval to the next step increase on the new wage schedule will be six months. No credit shall be allowed towards the next step increase.

When an (involuntary) change occurs to a lower rated job, the employee will be pay protected for one year if they are over the top rate for the job. At the conclusion of the year, they will be placed on the top rate. If the employee is not above the top rate of the job, they will be put in progression, if applicable.

When an employee's title changes on the same date that a step increase is due, the step increase will be applied before the move to the new Wage Schedule.

- d. Anytime an employee moves to another job and subsequently retreats (employee or company initiated) to the former job within six months; for wage purposes, the employee will be treated as though he or she never left the former job.

Section 2. Nothing in this Agreement shall affect or limit the right of the Company to develop and implement such incentive programs as it chooses; or to pay such individual bonuses or commissions in such amounts or percentages as it may desire, either in connection with specific incentive programs or otherwise. If and to the extent that any such incentive programs, individual bonuses, or commissions may be awarded, such award shall not constitute a binding precedent or practice with respect to any future incentive programs, individual bonuses, or commissions.

The Company agrees to provide affected employees with a written statement of their commission plans, including any changes which might be made thereto from time to time, in advance of the effective date of such plan or changes. Such statement shall reflect the method of computation of such commissions.

The Company agrees to notify the Union prior to notifying affected employees of changes made in incentive programs, bonuses, or commissions under the provisions of this Section. It is further the Company's intent to provide, whenever practicable, at least one (1) week's advance notice to the CWA.

Section 3. Employees (except those exempt under the FLSA) shall receive one and one-half (1½) times their regular rate of pay for all time worked in excess of eleven (11) consecutive hours within a workday or forty (40) hours within the workweek. For the sole purpose of computing the number of hours worked in excess of eleven (11) consecutive hours within a workday or forty (40) hours within a workweek, Holidays shall be considered time worked.

Section 4. Employees who are assigned on-call duty will be paid **\$34** for each day of such assignment. This payment shall be in addition to any applicable compensation from such duty.

Section 5. Employees who are called by a supervisor or designate to report to work, or to perform work from home, shall be paid at the applicable rate of pay for actual time worked. If such call requires an employee to make a round trip between their place of residence and their place of work in addition to their normal commute to and from work, the employee shall be compensated at their applicable rate of pay for reasonable time required to make such additional round trip.

Section 6. Employees performing work on Sunday shall be paid a premium of ten (10) percent of their basic wage rate.

Section 7. A night differential shall be paid to employees for each scheduled hour, or fraction thereof, worked after 8 p.m. and before 6 a.m. in the amount of ten (10) percent of the employee's basic hourly rate.

Section 8. A relief differential consisting of ten (10) percent of the employee's basic hourly wage rate will be paid to any employee who is assigned to relieve or assist a manager, for each hour the employee performs this work or receives associated training. These assignments may involve planning, distributing, directing, coordinating, training responsibilities, **and performing managerial opening and /or closing (Key Holder) responsibilities**. In no event shall such assigned employee have any involvement in discipline or performance evaluation of other employees and unless directed by management, they should not access records related to discipline or performance issues of any employee. An employee involved in such training and/or assignment shall continue to be subject to all applicable provisions of this Agreement.

Section 9. A qualified employee who is temporarily assigned and performs the duties of a job title with a higher top wage rate will be paid a temporary upgrade differential consisting of five (5) percent of the employee's basic hourly wage rate for each hour such duties are performed if such assignment exceeds two (2) weeks.

Section 10. A differential consisting of four (\$4.00) dollars per day, not to exceed twenty (\$20.00) dollars per week, shall be paid to Call Center employees for each full day worked when assigned by management to speak in a foreign language.

**A differential consisting of two (\$2.00) dollars per day, not to exceed ten (\$10.00) dollars per week, shall be paid to part-time Call Center employees when assigned by management to speak in a foreign language for each tour worked that is at least four hours but less than eight hours.**

Section 11. Employees, who are properly certified, shall be paid, in addition to their basic rates, a 10% differential for each hour worked while operating certain tow motor equipment identified by Management and when assigned by Management

ARTICLE 20  
TRAVEL

Section 1. Time spent in local travel at the direction of the Company after reporting for duty and before release from duty shall be treated as work time.

Section 2. Employees directed by the Company to use their personal car for travel between work locations during the workday or for other authorized Company business shall be paid either the IRS allowable rate per mile\* or, as determined by the Company, a monthly car allowance as set forth in the Car Allowance Policy for **AT&T Mobility**.

Section 3. Employees will be assigned a regular work location but may also be assigned to work at a temporary location.

- a. Any travel time on a scheduled day necessitated by the temporary assignment which occurs prior to reporting for duty and/or after release from duty and which exceeds the employee's normal one-way commute by more than thirty (30) minutes [by more than one (1) hour for round-trips] will be paid as work time.
- b. Any travel time on a nonscheduled day that occurs during an employee's normal scheduled hours shall be paid as work time.
- c. The Company will reimburse employees (not covered by the Car Allowance Policy) for use of their personal car the IRS allowable rate per mile\* for that portion of any trip that occurs while the employee is being paid for work time.

\* In no case will the rate of reimbursement exceed the IRS allowable reimbursement rate.

Section 4. An employee away from home on a Company assignment will receive reimbursement for all reasonable, necessary and ordinary business expenses incurred in the fulfillment of such assignment. All such expenses shall be supported by an original receipt.

ARTICLE 21  
ABSENCES

Section 1. All leaves of absence shall be without pay except as otherwise provided in this Article.

Section 2.

- a. Employees may request personal leaves of absence. Each request must be in writing and must specify the reason the leave of absence is desired. **Earned time off will not have to be exhausted prior to a personal leave of absence.**
- b. Employees who are eligible under the provisions of the Family and Medical Leave Act of 1993 will be subject to the provisions of that Act and to subsequent changes in the Act as they may occur.
- c. Any employee may request up to thirty (30) days of absence based on other reasons not included in b. above.
- d. Employees with at least twelve (12) months Continuous Service with the Company may request leaves of absence longer than thirty (30) days for the following reasons: service in the Peace Corps or VISTA; appointment or campaign/election to public office. Employees who are absent under this provision for more than thirty (30) consecutive calendar days are not guaranteed reinstatement with the Company.
- e. To the extent authorized by law, employees who are granted leaves of absence of thirty (30) days or less shall suffer no break in service or loss of benefits. Upon return, such employees shall be reinstated to their former job title and rate of pay.
- f. In requesting any of the above leaves of absence, employees shall give due consideration to the Company's ability to replace their services during such a leave, and such leave shall be granted solely at the discretion of the Company. Should the Company grant such leave, permission shall be in writing setting forth the dates for such leave.

Section 3. Military Leave.

- a. In the event employees covered by this Agreement are required to absent themselves for the purpose of performing military duty in the United States Armed Forces or the National Guard, and such duty requires absence during scheduled Company work hours, the employee shall be excused for such military duty for a period, in the aggregate, not exceeding fifteen (15) calendar days in the same calendar year. Difference in pay shall be allowed for the number of scheduled workdays falling within the periods of excused absence, but not to exceed eleven (11) such days within the calendar year.

- b. The difference in pay allowed in paragraph a. above shall mean the excess, if any, of Company pay at the employee's basic hourly rate for such absent time (plus any night or other differentials normally applicable) over the hourly equivalent of the employee's government base pay obtained by dividing the monthly government base pay rate by two hundred forty (240).
- c. Employees called to military duty will immediately inform their supervisors and then will provide copies of their military orders as soon as possible.

Section 4. Civic Duty. An employee who serves during his/her regularly scheduled work time as a subpoenaed witness in a court case in which the employee is not a party, as a witness for the Company, or as a petit juror shall be paid the difference between the employee's basic wage rate and the amount received for such service. **An employee lawfully subpoenaed in a court case in which they are a party shall be excused from work without pay.**

Section 5. Funerals. An employee shall be paid up to three (3) days at his/her basic wage rate for the necessary scheduled time absent due to the funeral of a member of the immediate family. The leave may not begin until the day of death and not extend more than (2) days beyond the day of the funeral. For purposes of this Section, immediate family shall mean spouse, registered domestic partner, children, sister, brother, mother, father, stepparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, granddaughter, stepson, stepdaughter, and parent of an employee's dependent child. Payment for such absent time shall consist of basic pay which would otherwise have been received had the regular shift been worked. Pay for part-time employees will be pro-rated based on the ratio of their equivalent workweek compared to that of a full-time employee.

In the event of the death of an employee's wife, husband, daughter, son, mother, father, or registered domestic partner an employee shall, upon the employee's request, be excused from scheduled time up to an additional five (5) days. Paid individual days may be substituted for these excused days at the employee's option. Employees may request one (1) additional day off, without pay, for any other member of the immediate family described above.

Section 6. Illness and Injury.

- a. Employees having one (1) or more years of Net Credited Service shall be paid at the basic wage rate for absence of at least one (1) session due to illness on scheduled workdays, for a period of time not to exceed seven (7) consecutive calendar days, in accordance with the following table:

<u>Employees with Net Credited Service of</u>	<u>To be Paid After Waiting Periods of Consecutive Scheduled Working Days</u>
1 year but less than 5	of 2 days
5 years but less than 8	of 1 day
8 years and over	No waiting period

- b. A day in the waiting period shall be considered as an absence of at least one (1) session from scheduled time.
- c. For purposes of this Article, tours are the assignments for full days and sessions are the two (2) parts into which tours are divided.

ARTICLE 22  
VACATIONS

Section 1. Employees shall be entitled to vacation at their basic rate of pay based on Net Credited Service (NCS) in accordance with the following schedule:

- a. Where eligibility for paragraphs (1) and (2) below occurs after November 30 of the calendar year, the vacation may be scheduled as late as the last week in February of the next calendar year.
  - (1) One (1) week of vacation upon completion of six (6) months;
  - (2) Two (2) weeks of vacation upon completion of twelve (12) months. This provision cannot be combined with above, to result in more than two (2) weeks of vacation entitlement in the same calendar year.
- b. Eligibility for vacation leave benefits to be taken in any calendar year shall be based on the NCS the employee has obtained, or could obtain within that calendar year.
  - (1) Three (3) weeks of vacation to any such employee who could complete five (5) years or more but less than ten (10) years of NCS within the vacation year;
  - (2) Four (4) weeks of vacation to any such employee who could complete ten (10) years or more but less than twenty (20) years of NCS within the vacation year;
  - (3) Five (5) weeks of vacation to any such employee who could complete twenty (20) years or more of NCS within the vacation year.

Section 2. The year in which vacation leave may be taken shall be known as the "vacation year". A maximum of one (1) week of vacation may be carried over into the next vacation year (to be used in the first quarter), with the approval of Management, due to a business necessity. A vacation year is defined as a period of time beginning January 1st and ending on December 31<sup>st</sup>.

Section 3. If, before receiving the vacation to which he or she has become entitled, as provided for in Section 1. of this Article, an employee is dismissed (except for reason of misconduct), laid off, resigned, or retired, such employee will be entitled to an allowance in cash equal to and in lieu of such vacation.

If an employee dies before receiving his/her unused vacation for the vacation year, as provided for in Section 1. of this Article, payment in lieu of vacation will be made for any unused vacation time to the employee's estate.

Section 4. If a fixed Holiday falls within a period of vacation, another day of vacation may be scheduled in the vacation year. Additional vacation days in lieu of the Christmas Holiday may be taken, in accordance with force requirements, either immediately prior to the vacation period or through the month of March of the next calendar year.

Section 5. Any employee may select up to one (1) week of vacation on a day-at-a-time basis during the vacation selection process described in Section 6. of this Article. Any employee, if eligible for three (3) or more weeks of vacation, may elect to take up to two (2) weeks vacation on a day-at-a-time basis during the vacation selection process described in Section 6. of this Article. Individual vacation days may be taken in half-day increments.

Section 6. Vacations shall be selected in a work group based on seniority. Periods available for selection shall take into consideration the needs of the Company, force requirements, and the desires of the employees. Advance selection of vacation periods shall commence on or after November 1 and shall conclude no later than December 31 of the year preceding the year in which such vacation leave is to be taken.

- a. Employees must first express preference for full weeks of vacation in seniority order within the vacation group.
- b. A vacation week is defined as beginning with Sunday and ending with Saturday with no scheduled work time in between.
- c. In a subsequent interview by Management, also in seniority order within the vacation group, the employee may select day-at-a-time vacation days as provided in Section 5. above, his/her Floating and Designated Holidays as provided in Article 23, and Excused Days with Pay as provided in Article 24 of this Agreement. Individual days not selected at this time and days to be taken in half-day increments will be granted, consistent with force requirements, on the basis of the earliest request ("first-come, first-served") to the employee's immediate supervisor, or such other manager as may be designated.

Section 7. Employees who are normally scheduled to work more than nineteen (19) but less than forty (40) hours per week will receive pro-rated vacation pay based on their "average equivalent workweek". The "equivalent workweek" will be determined by dividing the employee's total hours **worked** per month by 4.35, rounding the result to the next higher whole number. The "average equivalent workweek" will be determined by the average over the past six (6) months.

ARTICLE 23  
HOLIDAYS

Section 1. Each full-time employee shall receive eight (8) hours of pay at the employee's basic straight-time rate of pay, unless otherwise provided for in this Agreement, provided that such employee, if excused from work on a Holiday, shall have worked all hours scheduled on the last scheduled workday before and on the first scheduled workday after the Holiday or the day celebrated as such, unless excused by Management **(not applicable to the use of Floating Holiday(s) or Designated Holiday unless the Designated Holiday is scheduled by the Company)**. Employees who are normally scheduled to work more than nineteen (19) but less than forty (40) hours per week will receive pro-rated holiday pay based on their "average equivalent workweek". The "equivalent workweek" will be determined by dividing the employee's total hours **worked** per month by 4.35, rounding the result to the next higher whole number. The "average equivalent workweek" will be determined by the average over the past six (6) months. Employees who are absent without pay or thirty (30) or more calendar days shall not be eligible for holiday pay. The Holidays shall be:

New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	Two Floating Holidays *
	One Designated Holiday **

The Designated Holiday may be scheduled by the Company in accordance with the needs of the business. Such designation will be made prior to the advance vacation selection period outlined in Section 6. of Article 22, Vacations. Should the Company not schedule the Designated Holiday, employees may select the day on which to celebrate their Designated Holiday, as well as their Floating Holidays, in accordance with the provisions of Article 22, Vacations, Section 6.c.

\* For new employees, Floating Holiday eligibility is one (1) Floating Holiday after the first three (3) months of Net Credited Service and a second Floating Holiday after six (6) months of Net Credited Service.

\*\* Each new employee who completes six (6) months of Net Credited Service within the calendar year shall be eligible for one (1) Designated Holiday.

Section 2. When a Holiday falls on a Sunday, it will be observed on the following Monday. When a Holiday falls on a Saturday, it will be observed on the preceding Friday. Employees who are normally subject to Saturday and/or Sunday scheduling shall observe the actual Holiday.

Section 3. Employees who work on a Holiday shall be paid for such work at time and one-half for all work on such Holidays, together with the holiday pay provided for in Section 1. above.

Section 4. Eligible employees who have been scheduled to work on a Holiday and fail to do so shall not receive pay for the Holiday unless such absence is excused by management.

Section 5. No compensation shall be paid to an employee for unused Floating or Designated Holidays after separation from service.

ARTICLE 24  
EXCUSED DAYS WITH PAY

Section 1. Each regular employee will be eligible for one (1) Excused Day With Pay after each successive three (3) months of completed service with the Company, but not more than four (4) Excused Days With Pay in a calendar year.

Section 2. All days off as provided in this Article shall be selected in accordance with Section 6.c. of Article 22, Vacations. Employees may be permitted to take their Excused Days With Pay in **one (1)** hour increments. All pay for Excused Days With Pay shall be at the employee's basic rate of pay.

Section 3. Excused Days With Pay may be carried over and taken through the month of March of the next calendar year.

Section 4. No compensation shall be paid to an employee for unused Excused Days With Pay after separation from service.

Section 5. Employees who are normally scheduled to work more than nineteen (19) but less than forty (40) hours per week will receive pro-rated pay for Excused Days With Pay based on their "average equivalent workweek". The "equivalent workweek" will be determined by dividing the employee's total hours **worked** per month by 4.35, rounding the result to the next higher whole number. The "average equivalent workweek" will be determined by the average over the past six (6) months.

ARTICLE 25  
EXCHANGE TIME

Exchange Time allows an employee to request time off during a scheduled workday to be made up within the workweek (Sunday through Saturday). Granting of Exchange Time will be at the Company's discretion and shall be based upon such factors as the Company, in its judgment, believes relevant, including the needs of the business. If the Company approves an employee's request for such time off, it shall designate the time within the same workweek when the absence shall be made up.

ARTICLE 26  
WAIVER OF FURTHER BARGAINING

Section 1. The parties agree that this Agreement contains their full and complete understanding and that any prior practices, benefits, or oral agreements are superseded by the terms of this Agreement. The parties further agree that no practices, oral agreements or benefits will be recognized or regarded as binding unless committed to writing and signed by the parties as a supplement to this Agreement.

Section 2. Since this Agreement expresses the understanding of the parties in respect to all matters deemed by them to be applicable to the Bargaining Unit, for the term of this Agreement, the Company and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subjects or matters not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 3. Neither the Company nor the Union by this Agreement waive any right, legal or equitable, which it would otherwise have except as specifically defined and provided in this Agreement, which sets forth all understandings and agreements arrived at by the parties. Included within such rights, but not by way of limitation, is the Company's right to plan, direct and control its operations, to extend, limit or curtail operations, to determine the number, location and operation of its facilities, to study, determine, and regulate the methods, quantity, and quality of work, and the sources and kinds of merchandise, materials, parts, facilities and equipment used, handled or sold, to maintain order and efficiency, and to establish, modify and enforce rules and regulations, as well as the right to make and enter into decisions to do any of the foregoing and to determine and resolve the effects of such decisions by whatever means the Company deems appropriate.

ARTICLE 27  
DURATION OF AGREEMENT

This Agreement shall become effective as of **March 27, 2010** and shall remain in effect up to and including, **February 7, 2014** the "Expiration Date", and thereafter from year to year unless one party or the other gives notice of the desire to terminate this Agreement or modify its terms, in writing, at least sixty (60) days prior to the Expiration Date of this Agreement. If notice to modify is given, the parties shall meet and negotiate at mutually agreeable times and places. This Agreement shall continue in full force and effect during such negotiations, except that, after the above stated Expiration Date, or any yearly extension thereof, this Agreement may be terminated by either party if written notice of the intention to so terminate is given, whereupon the Agreement shall terminate immediately after the giving of such notice.

IN WITNESS WHEREOF, the parties have caused duplicate copies hereof to be executed by their duly authorized officers and representatives this **27<sup>th</sup>** day of **March, 2010**.

Communications Workers of America



Betty Witte  
Administrative Director to  
Vice President

**AT&T Mobility, LLC**



Steve Frost  
Executive Director  
Labor Relations

## Appendix A

### Administrative Assistant

<u>Step</u>	<u>Effective</u> <u>3/27/10</u>	<u>Effective</u> <u>2/06/11</u>	<u>Effective</u> <u>2/05/12</u>	<u>Effective</u> <u>2/03/13</u>
1	363.00	371.00	380.50	390.00
2	379.50	388.00	397.50	407.50
3	396.50	405.50	415.50	426.00
4	414.50	423.50	434.50	445.50
5	433.50	443.00	454.00	465.50
6	453.00	463.00	474.50	486.50
7	473.50	484.00	496.00	508.50
8	495.00	506.00	518.50	531.50
9	517.00	528.50	542.00	555.50
10	540.50	552.50	566.50	580.50
11	565.00	577.50	592.00	606.50
12	590.50	603.50	619.00	634.00
13	617.50	631.00	646.50	663.00
14	645.50	659.50	676.00	692.50
15	674.50	689.50	706.50	724.00

### Business Customer Service Specialist I

<u>Step</u>	<u>Effective</u> <u>3/27/10</u>	<u>Effective</u> <u>2/06/11</u>	<u>Effective</u> <u>2/05/12</u>	<u>Effective</u> <u>2/03/13</u>
1	363.00	371.00	380.50	390.00
2	377.00	385.50	395.00	405.00
3	391.50	400.00	410.50	420.50
4	406.50	415.50	426.00	436.50
5	422.00	431.50	442.50	453.50
6	438.50	448.00	459.50	471.00
7	455.00	465.50	477.00	489.00
8	472.50	483.50	495.50	507.50
9	491.00	502.00	514.50	527.00
10	509.50	521.00	534.00	547.50
11	529.50	541.00	554.50	568.50
12	549.50	562.00	576.00	590.50
13	571.00	583.50	598.00	613.00
14	592.50	606.00	621.00	636.50
15	615.50	629.50	645.00	661.00

### Business Customer Service Specialist II

<u>Step</u>	<u>Effective</u> <u>3/27/10</u>	<u>Effective</u> <u>2/06/11</u>	<u>Effective</u> <u>2/05/12</u>	<u>Effective</u> <u>2/03/13</u>
1	398.00	407.00	417.00	427.50
2	415.50	425.00	435.50	446.50
3	434.00	444.00	454.50	466.00
4	453.00	463.50	475.00	487.00
5	473.00	484.00	496.00	508.50
6	494.00	505.50	518.00	531.00
7	516.00	527.50	540.50	554.00
8	539.00	551.00	564.50	578.50
9	562.50	575.50	589.50	604.50
10	587.50	601.00	615.50	631.00
11	613.50	627.50	643.00	659.00
12	640.50	655.00	671.50	688.00
13	669.00	684.00	701.00	718.50
14	698.50	714.50	732.00	750.50
15	729.50	746.00	764.50	783.50

### Clerk

<u>Step</u>	<u>Effective</u> <u>3/27/10</u>	<u>Effective</u> <u>2/06/11</u>	<u>Effective</u> <u>2/05/12</u>	<u>Effective</u> <u>2/03/13</u>
1	322.50	330.00	338.50	347.00
2	337.00	344.50	353.50	362.50
3	352.00	360.00	369.50	378.50
4	367.50	376.00	385.50	395.50
5	384.00	393.00	403.00	413.00
6	401.00	410.50	421.00	431.50
7	419.00	428.50	439.50	450.50
8	437.50	447.50	459.00	470.50
9	457.00	467.50	479.50	491.50
10	477.50	488.50	501.00	513.50
11	499.00	510.50	523.00	536.00
12	521.00	533.00	546.50	560.00
13	544.50	557.00	570.50	585.00
14	568.50	581.50	596.00	611.00
15	594.00	607.50	622.50	638.00

**Client Service Specialist**

<u>Step</u>	<u>Effective</u> <u>3/27/10</u>	<u>Effective</u> <u>2/06/11</u>	<u>Effective</u> <u>2/05/12</u>	<u>Effective</u> <u>2/03/13</u>
1	452.00	462.00	473.50	485.50
2	464.50	475.00	486.50	499.00
3	477.50	488.00	500.00	513.00
4	490.50	501.50	514.00	527.00
5	504.00	515.50	528.50	541.50
6	518.00	529.50	543.00	556.50
7	532.50	544.50	558.00	572.00
8	547.00	559.50	573.50	588.00
9	562.50	575.00	589.50	604.00
10	578.00	591.00	605.50	621.00
11	594.00	607.50	622.50	638.00
12	610.50	624.00	640.00	656.00
13	627.50	641.50	657.50	674.00
14	644.50	659.00	676.00	693.00
15	662.50	677.50	694.50	712.00

**Coordinator I**

<u>Step</u>	<u>Effective</u> <u>3/27/10</u>	<u>Effective</u> <u>2/06/11</u>	<u>Effective</u> <u>2/05/12</u>	<u>Effective</u> <u>2/03/13</u>
1	460.50	471.00	483.00	495.00
2	477.50	488.00	500.50	513.00
3	494.50	506.00	518.50	531.50
4	512.50	524.50	537.50	551.00
5	531.50	543.50	557.00	571.00
6	550.50	563.00	577.50	591.50
7	570.50	583.50	598.50	613.50
8	591.50	605.00	620.00	635.50
9	613.00	626.50	642.50	658.50
10	635.00	649.50	666.00	682.50
11	658.50	673.00	690.00	707.50
12	682.50	697.50	715.00	733.00
13	707.00	723.00	741.00	760.00
14	733.00	749.50	768.00	787.50
15	759.50	776.50	796.00	816.00

**Coordinator II**

<u>Step</u>	<u>Effective</u> <u>3/27/10</u>	<u>Effective</u> <u>2/06/11</u>	<u>Effective</u> <u>2/05/12</u>	<u>Effective</u> <u>2/03/13</u>
1	502.50	514.00	527.00	540.00
2	519.50	531.50	545.00	558.50
3	537.00	549.50	563.00	577.00
4	555.00	568.00	582.00	596.50
5	574.00	587.00	602.00	617.00
6	593.50	607.00	622.00	637.50
7	613.50	627.50	643.00	659.00
8	634.00	648.50	665.00	681.50
9	655.50	670.50	687.50	704.50
10	678.00	693.00	710.50	728.50
11	701.00	716.50	734.50	753.00
12	724.50	741.00	759.50	778.50
13	749.00	766.00	785.00	804.50
14	774.50	791.50	811.50	832.00
15	800.50	818.50	839.00	860.00

**Customer Service Representative I**

<u>Step</u>	<u>Effective</u> <u>3/27/10</u>	<u>Effective</u> <u>2/06/11</u>	<u>Effective</u> <u>2/05/12</u>	<u>Effective</u> <u>2/03/13</u>
1	363.00	371.00	380.50	390.00
2	377.00	385.50	395.00	405.00
3	391.50	400.00	410.50	420.50
4	406.50	415.50	426.00	436.50
5	422.00	431.50	442.50	453.50
6	438.50	448.00	459.50	471.00
7	455.00	465.50	477.00	489.00
8	472.50	483.50	495.50	507.50
9	491.00	502.00	514.50	527.00
10	509.50	521.00	534.00	547.50
11	529.50	541.00	554.50	568.50
12	549.50	562.00	576.00	590.50
13	571.00	583.50	598.00	613.00
14	592.50	606.00	621.00	636.50
15	615.50	629.50	645.00	661.00

**Customer Service Representative II**

Step	<u>Effective</u> <u>3/27/10</u>	<u>Effective</u> <u>2/06/11</u>	<u>Effective</u> <u>2/05/12</u>	<u>Effective</u> <u>2/03/13</u>
1	367.00	375.50	385.00	394.50
2	385.00	394.00	403.50	413.50
3	403.50	413.00	423.50	434.00
4	423.50	433.00	444.00	455.00
5	444.00	454.00	465.50	477.00
6	465.50	476.00	488.50	500.50
7	488.50	499.50	512.00	524.50
8	512.00	523.50	537.00	550.50
9	537.00	549.00	563.00	577.00
10	563.00	576.00	590.50	605.00
11	590.50	604.00	619.50	634.50
12	619.50	633.50	649.50	665.50
13	649.50	664.50	681.00	698.00
14	681.50	696.50	714.00	732.00
15	714.50	730.50	749.00	767.50

**Customer Support Specialist**

Step	<u>Effective</u> <u>3/27/10</u>	<u>Effective</u> <u>2/06/11</u>	<u>Effective</u> <u>2/05/12</u>	<u>Effective</u> <u>2/03/13</u>
1	472.50	483.00	495.00	507.50
2	484.50	495.50	507.50	520.50
3	497.00	508.00	520.50	534.00
4	509.50	521.00	534.00	547.50
5	522.50	534.50	547.50	561.50
6	536.00	548.00	561.50	575.50
7	550.00	562.00	576.00	590.50
8	564.00	576.50	590.50	605.50
9	578.50	591.00	606.00	621.00
10	593.00	606.50	621.50	637.00
11	608.50	622.00	637.00	653.00
12	624.00	638.00	653.50	670.00
13	640.00	654.00	670.50	687.00
14	656.00	671.00	687.50	704.50
15	673.00	688.00	705.00	722.50

**Distribution Center Coordinator**

Step	<u>Effective</u> <u>3/27/10</u>	<u>Effective</u> <u>2/06/11</u>	<u>Effective</u> <u>2/05/12</u>	<u>Effective</u> <u>2/03/13</u>
1	445.50	455.50	467.00	478.50
2	465.00	475.50	487.50	499.50
3	486.00	497.00	509.50	522.00
4	507.50	519.00	532.00	545.00
5	530.00	542.00	555.50	569.00
6	553.50	566.00	580.00	594.50
7	578.00	591.00	606.00	621.00
8	603.50	617.00	632.50	648.50
9	630.00	644.50	660.50	677.00
10	658.00	673.00	690.00	707.00
11	687.50	703.00	720.50	738.50
12	718.00	734.00	752.50	771.50
13	749.50	766.50	786.00	805.50
14	783.00	800.50	820.50	841.00
15	817.50	836.00	857.00	878.50

**Distribution Center Representative**

Step	<u>Effective</u> <u>3/27/10</u>	<u>Effective</u> <u>2/06/11</u>	<u>Effective</u> <u>2/05/12</u>	<u>Effective</u> <u>2/03/13</u>
1	323.50	331.00	339.50	348.00
2	339.00	346.50	355.50	364.50
3	355.00	363.00	372.50	381.50
4	371.50	380.00	390.00	399.50
5	389.00	398.00	408.50	418.50
6	407.50	417.00	427.50	438.00
7	427.00	436.50	447.50	459.00
8	447.00	457.00	469.00	480.50
9	468.00	479.00	491.00	503.00
10	490.00	501.50	514.00	527.00
11	513.50	525.00	538.50	552.00
12	537.50	550.00	564.00	578.00
13	563.00	576.00	590.50	605.00
14	589.50	603.00	618.50	633.50
15	617.50	631.50	647.50	663.50

**Fraud Analyst**

<u>Step</u>	<u>Effective</u> <u>3/27/10</u>	<u>Effective</u> <u>2/06/11</u>	<u>Effective</u> <u>2/05/12</u>	<u>Effective</u> <u>2/03/13</u>
1	424.00	433.50	444.50	455.50
2	448.00	458.00	469.50	481.00
3	473.00	484.00	496.00	508.50
4	500.00	511.00	524.00	537.00
5	528.00	540.00	553.50	567.50
6	558.00	570.50	585.00	599.50
7	589.50	602.50	617.50	633.00
8	622.50	636.50	652.50	669.00
9	657.50	672.50	689.50	706.50
10	694.50	710.50	728.00	746.50
11	734.00	750.50	769.50	788.50
12	775.50	792.50	812.50	833.00
13	819.00	837.50	858.50	880.00
14	865.00	884.50	907.00	929.50
15	914.00	934.50	958.00	982.00

**Retail Sales Consultant**

<u>Step</u>	<u>Effective</u> <u>3/27/10</u>	<u>Effective</u> <u>2/06/11</u>	<u>Effective</u> <u>2/05/12</u>	<u>Effective</u> <u>2/03/13</u>
1	354.00	362.00	371.00	380.50
2	367.00	375.50	385.00	394.50
3	381.00	389.50	399.00	409.50
4	395.00	404.00	414.00	424.50
5	409.50	419.00	429.50	440.50
6	425.00	434.50	445.50	456.50
7	440.50	450.50	462.00	473.50
8	457.00	467.50	479.00	491.00
9	474.00	485.00	497.00	509.50
10	491.50	503.00	515.50	528.50
11	510.00	521.50	534.50	548.00
12	529.00	541.00	554.50	568.50
13	548.50	561.00	575.00	589.50
14	569.00	582.00	596.50	611.50
15	590.00	603.50	618.50	634.00

**Sales Support Representative**

<u>Step</u>	<u>Effective</u> <u>3/27/10</u>	<u>Effective</u> <u>2/06/11</u>	<u>Effective</u> <u>2/05/12</u>	<u>Effective</u> <u>2/03/13</u>
1	356.00	364.00	373.00	382.50
2	367.50	375.50	385.00	394.50
3	379.00	387.50	397.50	407.50
4	391.50	400.00	410.00	420.50
5	404.00	413.00	423.00	434.00
6	417.00	426.00	436.50	447.50
7	430.00	440.00	450.50	462.00
8	444.00	454.00	465.00	477.00
9	458.00	468.50	480.00	492.00
10	473.00	483.50	495.50	508.00
11	488.00	499.00	511.50	524.00
12	503.50	515.00	527.50	541.00
13	519.50	531.50	544.50	558.00
14	536.50	548.50	562.00	576.00
15	553.50	566.00	580.00	594.50

**Senior Retail Sales Consultant**

<u>Step</u>	<u>Effective</u> <u>3/27/10</u>	<u>Effective</u> <u>2/06/11</u>	<u>Effective</u> <u>2/05/12</u>	<u>Effective</u> <u>2/03/13</u>
1	423.00	432.50	443.50	454.50
2	438.50	448.50	460.00	471.50
3	455.00	465.50	477.00	489.00
4	472.00	482.50	495.00	507.00
5	489.50	500.50	513.50	526.00
6	508.00	519.00	532.50	545.50
7	526.50	538.50	552.00	566.00
8	546.50	558.50	572.50	587.00
9	566.50	579.50	594.00	609.00
10	587.50	601.00	616.00	631.50
11	609.50	623.50	639.00	655.00
12	632.50	646.50	663.00	679.50
13	656.00	670.50	687.50	704.50
14	680.00	695.50	713.00	731.00
15	705.50	721.50	739.50	758.00

**Small Biz Advisor**

Step	<u>Effective</u> <u>3/27/10</u>	<u>Effective</u> <u>2/06/11</u>	<u>Effective</u> <u>2/05/12</u>	<u>Effective</u> <u>2/03/13</u>
1	466.50	477.00	489.00	501.00
2	480.00	490.50	503.00	515.50
3	493.50	505.00	517.50	530.00
4	508.00	519.50	532.50	545.50
5	522.50	534.50	547.50	561.00
6	537.50	549.50	563.50	577.50
7	553.00	565.50	579.50	594.00
8	569.00	581.50	596.00	611.00
9	585.50	598.50	613.50	628.50
10	602.00	615.50	631.00	646.50
11	619.50	633.50	649.00	665.00
12	637.50	651.50	668.00	684.50
13	655.50	670.50	687.00	704.00
14	674.50	689.50	706.50	724.00
15	694.00	709.50	727.00	745.00

**Technician I - MSC/RNOC**

Step	<u>Effective</u> <u>3/27/10</u>	<u>Effective</u> <u>2/06/11</u>	<u>Effective</u> <u>2/05/12</u>	<u>Effective</u> <u>2/03/13</u>
1	555.00	567.50	581.50	596.00
2	585.50	599.00	613.50	629.00
3	618.00	632.00	647.50	663.50
4	652.00	666.50	683.00	700.00
5	688.00	703.50	721.00	739.00
6	726.00	742.50	760.50	779.50
7	766.00	783.00	802.50	822.50
8	808.00	826.50	847.00	868.00
9	853.00	872.00	893.50	916.00
10	900.00	920.00	943.00	966.50
11	949.50	971.00	995.00	1020.00
12	1002.00	1024.50	1050.00	1076.50
13	1057.00	1081.00	1108.00	1135.50
14	1115.50	1140.50	1169.00	1198.50
15	1177.00	1203.50	1233.50	1264.50

**Technician II -MSC/RNOC**

Step	<u>Effective</u> <u>3/27/10</u>	<u>Effective</u> <u>2/06/11</u>	<u>Effective</u> <u>2/05/12</u>	<u>Effective</u> <u>2/03/13</u>
1	605.00	618.50	634.00	650.00
2	638.00	652.50	668.50	685.50
3	673.00	688.00	705.50	723.00
4	710.00	726.00	744.00	762.50
5	749.00	765.50	784.50	804.50
6	790.00	807.50	827.50	848.50
7	833.00	851.50	873.00	895.00
8	878.50	898.00	920.50	944.00
9	926.50	947.50	971.00	995.50
10	977.50	999.50	1024.00	1050.00
11	1031.00	1054.00	1080.50	1107.50
12	1087.50	1111.50	1139.50	1168.00
13	1147.00	1172.50	1202.00	1232.00
14	1210.00	1237.00	1267.50	1299.50
15	1276.00	1304.50	1337.00	1370.50

**Telesales Representative**

Step	<u>Effective</u> <u>3/27/10</u>	<u>Effective</u> <u>2/06/11</u>	<u>Effective</u> <u>2/05/12</u>	<u>Effective</u> <u>2/03/13</u>
1	385.50	394.00	404.00	414.00
2	400.00	408.50	419.00	429.50
3	414.50	424.00	434.50	445.50
4	430.00	439.50	450.50	462.00
5	446.00	456.00	467.50	479.00
6	462.50	473.00	485.00	497.00
7	479.50	490.50	503.00	515.50
8	497.50	508.50	521.50	534.50
9	516.00	527.50	541.00	554.50
10	535.00	547.00	561.00	575.00
11	555.00	567.50	581.50	596.50
12	575.50	588.50	603.50	618.50
13	597.00	610.50	625.50	641.50
14	619.00	633.00	649.00	665.50
15	642.00	656.50	673.00	690.00

**Wireless Technician**

<u>Step</u>	<u>Effective</u> <u>3/27/10</u>	<u>Effective</u> <u>2/06/11</u>	<u>Effective</u> <u>2/05/12</u>	<u>Effective</u> <u>2/03/13</u>
1	605.00	618.50	634.00	650.00
2	638.00	652.50	668.50	685.50
3	673.00	688.00	705.50	723.00
4	710.00	726.00	744.00	762.50
5	749.00	765.50	784.50	804.50
6	790.00	807.50	827.50	848.50
7	833.00	851.50	873.00	895.00
8	878.50	898.00	920.50	944.00
9	926.50	947.50	971.00	995.50
10	977.50	999.50	1024.00	1050.00
11	1031.00	1054.00	1080.50	1107.50
12	1087.50	1111.50	1139.50	1168.00
13	1147.00	1172.50	1202.00	1232.00
14	1210.00	1237.00	1267.50	1299.50
15	1276.00	1304.50	1337.00	1370.50

**Work Force Administrator**

<u>Step</u>	<u>Effective</u> <u>3/27/10</u>	<u>Effective</u> <u>2/06/11</u>	<u>Effective</u> <u>2/05/12</u>	<u>Effective</u> <u>2/03/13</u>
1	380.00	388.50	398.00	408.00
2	393.50	402.50	412.50	422.50
3	407.50	417.00	427.00	438.00
4	422.00	431.50	442.50	453.50
5	437.50	447.00	458.00	469.50
6	453.00	463.00	474.50	486.50
7	469.00	479.50	491.50	504.00
8	486.00	497.00	509.00	522.00
9	503.50	514.50	527.50	541.00
10	521.50	533.00	546.50	560.00
11	540.00	552.00	566.00	580.00
12	559.50	572.00	586.00	601.00
13	579.50	592.50	607.00	622.50
14	600.00	613.50	629.00	645.00
15	621.50	635.50	651.50	668.00

## **MEMORANDUM OF UNDERSTANDING PERSONNEL RECORDS**

This Memorandum of Understanding by and between **AT&T Mobility, LLC** (The "Company") and the Communications Workers of America (The "Union") hereby reflects the additional understandings and agreements between the parties with respect to personnel records as follows:

1. Upon written request, an employee shall be permitted to examine records containing personally identifiable employee information about themselves pursuant to and in accordance with the Company's then current policies and procedures relating to that subject.

2. The Company shall provide an employee with any written notice of disciplinary action.



April 17, 2010

Ms. Betty Witte  
Administrative Director to Vice President  
Communications Workers of America  
3516 Covington Highway  
Decatur, GA 30032

Dear Ms. Witte:

The Company and the Union recognize that significant benefits have been and will continue to be derived 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 employee satisfaction with their work.

Subject to the ratification of the **2010** Labor Agreement between **AT&T Mobility, LLC** and the Communication Workers of America, a renewed emphasis will be placed on Working Relations Committee Meetings. The intent of these meetings is to allow broad concerns of mutual interest to be discussed and resolved at a local level.

Furthermore, in the spirit of the Company-Union partnership and in an effort to further strengthen frequent and open communication, **AT&T Mobility** and District 3 of the Communications Workers of America (CWA) agree **to continue** the Strategic Alliance Committee **for the life of the 2010 contract**.

The Strategic Alliance Committee will have three primary objectives:

- To strengthen the Company's competitive position in the marketplace;
- Provide a forum for the Union to discuss various issues with leaders of the business; and,
- To discuss and trial creative and innovative labor relations approaches to complex challenges in this competitive market.

The structure of the Strategic Alliance Committee follows:

1. The Strategic Alliance Committee will be comprised of 4 representatives from the Union and 4 representatives from the Company plus a chairperson for each side. Company representatives may consist of regional leadership from functional areas such as Customer Service, Company-Owned Retail Operations, Network, and Human Resources. Appointments of specific individual participants will be determined by the Company and the Union for themselves.
2. The Strategic Alliance Committee will meet at least annually but may be convened more frequently upon the mutual agreement of the parties.
3. As appropriate and when mutually agreed to, the Strategic Alliance Committee may establish ongoing joint committees, ad hoc committees, etc. for the purpose of addressing specific areas for review and recommendations as directed by the Strategic Alliance Committee.
4. Recommendations of committees jointly established in number 3 above, if any are mutually agreed upon, will be submitted to the Strategic Alliance Committee, Company and Union for consideration.

Nothing in this agreement shall release or change the duties and rights of either party as provided in their Collective Bargaining Agreement dated March **27, 2010.**

Sincerely,



Steve Frost  
Executive Director, Labor Relations  
AT&T



April 17, 2010

Ms. Betty Witte  
Administrative Director to Vice President  
Communication Workers of America  
3516 Covington Highway  
Decatur, GA 30032

Dear Ms. Witte:

Subject to ratification of the **2010** Labor Agreement between **AT&T Mobility, LLC** and the Communications Workers of America, the Company agrees that it will not rely upon "Chargebacks" that occur more than 91 days from the date of the initial sale as a basis to issue quota-related discipline to employees who fail to attain quota at the Company's DMDR Center located in Birmingham, Alabama.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Frost".

Steve Frost  
Executive Director, Labor Relations  
AT&T



April 17, 2010

Ms. Betty Witte  
Administrative Director to Vice President  
Communications Workers of America  
3516 Covington Highway  
Decatur, GA 30032

Dear Ms. Witte:

**Subject to ratification of the 2010 Labor Agreement between AT&T Mobility, LLC and the Communications Workers of America, the Company and the Union acknowledge that there is a responsibility to provide high quality service to customers and the need to be in a position to effectively compete in today's increasingly competitive wireless industry. Call Quality Observation is a tool to evaluate the on-line effectiveness of employees to reach and maintain quality service, and to continually develop employees' skills to provide high quality service, as well as to expand personal growth. The approach for monitoring will continue to be based on a premise that fosters a work environment that builds on mutual trust and respect to enhance job satisfaction.**

**In addition, to ensure courteous treatment, accurate information, and superior service, customer calls may be observed for many productive purposes such as but not limited to assisting in the training and development of employees, identification of customer needs, and product evaluation.**

**The Company and Union recognize that discussions concerning performance are most effective when communicated in a reasonably close timeframe to the observation. To this end, the Company will generally review with the employee the Call Quality Observation results within the employee's next two (2) scheduled work days following the quality observation.**

**It is also agreed that no later than ninety (90) days after ratification of this Agreement, the parties will create a joint committee to discuss enhancing all aspects of job satisfaction. The committee will be comprised of five (5) representatives from the Union and five (5) representatives from the**

**Company. Each party will appoint one member of their team to act as co-chair. The co-chairs will mutually agree to the meeting time, location and date. Employee representatives for the Union shall suffer no loss of pay for time consumed in and necessarily consumed in traveling to and from these meetings. The co-chairs can mutually agree to additional meetings or to appoint subcommittees as necessary.**

**Joint recommendations will be provided to the appropriate contact for the Company and the Union for their review and consideration. The Committee will issue an initial executive report containing recommendations no later than one hundred eighty (180) days after it is formed.**

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Frost", written over a faint, illegible typed name.

Steve Frost  
Executive Director, Labor Relations  
AT&T



April 17, 2010

Ms. Betty Witte  
Administrative Director to the Vice President  
Communications Workers of America  
3516 Covington Highway  
Decatur, GA 30032

Dear Ms. Witte:

Subject to ratification of the **2010** Labor Agreement between **AT&T Mobility, LLC** and the Communications Workers of America, monthly sales quotas for Retail Sales Consultants will be adjusted in full week increments (40 aggregate hours in a calendar month) for Vacation, Company mandated training, and Union absence time. **Monthly sales quotas for discipline purposes will be adjusted in 8 hour increments (8 aggregate hours in a calendar month) for Vacation, Company mandated training, and Union absence time.** In those instances where a full week crosses over the end of the month, the adjustment will be made for the month in which the majority of the time occurs.

Accelerator payments will be based on the targeted number at 100% for the month using the following examples:

- *If the monthly quota is 40 and the month has four weeks in it, each week is equal to 10. If an employee takes 40 hours off for vacation or mandated training they will be given credit for 10 sales in the system. If they sell 30 for the remaining weeks of the month, they would be at 100% (30 + 10 = 40. 40/40 = 100 %.)*
- *In the same example above, if the employee actually sold 32 then they would be at 105% (32 + 10 = 42. 42/40 = 105%).*
- *In the example above, if the employee sold 38 in the remaining weeks of the month, they would be at 120% (38 + 10 = 48. 48/40 = 120%)*

**Employees who are normally scheduled to work more than nineteen (19) but less than forty (40) hours per week will receive pro-rated component goals/at-risk based on their Actual Hours worked plus qualifying hours absent for the calendar month (applies across all commissionable**

**components). If the qualifying hours absent are equal to 25% or greater of their monthly hours scheduled the PT RSC also qualifies for Quota Relief Unit Credit and Quota Relief payments towards their Wireless Opportunity Unit component and Gross Add Qualifier.**

Retail Sales Consultants will be allowed to match **AT&T Mobility** consumer internet prices for identical equipment, accessories, and services when requested by the customer and approved by management. Management will reasonably consider the requests when they are made by the representative.

Charge backs that are more than 91 days old will not count against quota attainment for discipline purposes.

Sincerely,



Steve Frost  
Executive Director, Labor Relations  
AT&T



April 17, 2010

Ms. Betty Witte  
Administrative Director to the Vice President  
Communications Workers of America  
3516 Covington Highway  
Decatur, GA 30032

Dear Ms. Witte:

Subject to ratification of the **2010** Labor Agreement between **AT&T Mobility, LLC** and the Communications Workers of America, it is the Company's intent in administering the provisions of Article 2, Recognition and Establishment of the Unit, Section 2, related to the subcontracting of work, to consider the interest of customers and employees as well as the needs of the Company in its highly competitive and dynamic business. For various reasons including, but not limited to, law, regulations, changing industry structure, economic and competitive conditions, and business considerations, it is not possible for the Company to make specific commitments on contracting out of work. However, it is the Company's general policy that traditional wireless work will not be contracted out if it will currently and directly cause layoffs or part-timing of regular employees in the bargaining unit. It is the general policy of the Company:

- To have employees within the bargaining unit perform bargaining unit work;
- To provide notice to the Union when contracting, except as noted above, is anticipated to last more than ninety(90) days, and to discuss the reasons for such contracting;
- To consider the use of Union-represented contractors to perform work normally performed by the bargaining unit with the understanding that the selection of any contractor is determined solely by the Company; and
- To generally use contractors for reasons associated with force or technological requirements or to operate specialized equipment and/or systems.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Frost".

Steve Frost  
Executive Director, Labor Relations  
AT&T



April 17, 2010

LOA 6 - Memphis Distribution Facility

Ms. Betty Witte  
Administrative Director to the Vice President  
Communications Workers of America  
3516 Covington Highway  
Decatur, GA 30032

Dear Ms. Witte:

As you know, the Company has many pieces of powered equipment in the Memphis, TN Distribution Center. "Tow motor" equipment is currently identified by management to include pacers, swing lifts, order pickers and sit down propane forklifts. Tow motor equipment does not include items such as, but not limited to, pallet jacks, box erectors, tape machines, and label applicators. As warehouse technology improves, management may determine it is necessary to review and change the definition. It is not possible to predict the impact that the evolution of technology may create in this environment.

Subject to the ratification of the **2010** Labor Agreement between **AT&T Mobility, LLC** and the Communications Workers of America and based on business needs, the Company will endeavor to identify **AT&T Mobility** employees, on each shift, who have an interest in being properly certified to operate tow motor equipment in the Company's Memphis, TN Distribution Center. In order to be eligible for certification, the employee must at a minimum:

- Be satisfactory in their current job;
- Have satisfactory attendances; and
- Have no active disciplinary action.

Furthermore, **AT&T Mobility** employees in the Memphis Distribution Center will be provided with the opportunity to choose tours prior to the assignment of agency workers. Management will provide the anticipated work schedules and allow unit employees to bid on those shifts in seniority order in accordance with the Labor Agreement. The Company may identify and staff certain work groups with Company employees. These may include, but are not limited to, Quality Assurance, Inventory Control and Receiving. The availability of schedules and work cannot be fully anticipated or guaranteed for these or any other work group in the Warehouse. Except for the allowance of shift bids as provided, this in no way limits the Company's rights regarding agency workers.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Frost".

Steve Frost  
Executive Director, Labor Relations  
AT&T Services, Inc.



April 17, 2010

Ms. Betty Witte  
Administrative Director to the Vice President  
Communications Workers of America  
3516 Covington Highway  
Decatur, GA 30032

Dear Ms. Witte:

It is in the Company and Union's mutual interests to be aware of and respond to issues involving the day-to-day operations of the Memphis Distribution Center that can lead to poor management and employee relations. To this end, the Company and Union will establish a Leadership Forum to exchange information and discuss issues of interest to the Union employees and the Distribution Center management. The Leadership Forum will consist of two local Union officials from Local 3806 of the Union's choosing and two representatives of the Company's choosing. The Leadership Forum will meet as needed but no less than once every quarter. The Leadership Forum is intended to open a dialogue between the Union and management to foster a better trust and working relationship between them. The Leadership Forum will not modify the terms, conditions and interpretations of the contract but will have the ability to discuss all other matters of mutual interest. Although the operations of the Distribution Center are the responsibility of the Company, management commits to give due consideration to input and opinions received in Leadership Forum meetings.

This general policy does not supersede any provisions of the **2010** Regional Labor Agreement and expires on **February 7, 2014**.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Frost".

Steve Frost  
Executive Director, Labor Relations  
AT&T