AGREEMENT BETWEEN

AT&T MIDWEST

AND

COMMUNICATIONS WORKERS

OF AMERICA

DISTRICT 4

Effective April 5, 2009 through April 7, 2012

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AGREEMENT

This Agreement is entered into the 4th day of April, 2009, by and between AT&T TELEHOLDINGS, INC., ILLINOIS BELL TELEPHONE COMPANY ("AT&T Illinois"), INDIANA BELL TELEPHONE COMPANY, INCORPORATED ("AT&T Indiana"), THE OHIO BELL TELEPHONE COMPANY ("AT&T Ohio"), WISCONSIN BELL, INC. ("AT&T Wisconsin"), MICHIGAN BELL TELEPHONE COMPANY ("AT&T Michigan"), AT&T SERVICES, INC. AND AMERITECH SERVICES INC., which may be hereinafter referred to, separately and collectively, as the "Company" or "AT&T Midwest", and the COMMUNICATIONS WORKERS OF AMERICA, affiliated with the American Federation of Labor, Congress of Industrial Organizations, which may be hereinafter referred to as the "Union." The Company and the Union will be referred to hereinafter as the "Parties."

This Agreement shall cover Union-represented Company employees identified in Article 1-Recognition who work in Market Business Units within the jurisdiction of the Union within the States of Indiana, Illinois, Michigan, Ohio and Wisconsin.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

ARTICLE 1

RECOGNITION

1.01 The Company recognizes the Union as the exclusive collective bargaining agent with respect to rates of pay, wages, hours of work and other conditions of employment for those employees of the Company currently represented by the Union and whose job titles and locations are included in Appendix B attached to and made a part of this Agreement. Such employees shall be included in a single bargaining unit.

ARTICLE 2

DEFINITIONS

Types Of Employees

EMPLOYEE: Any person designated as active on the payroll of the Company and covered by this Agreement as provided in Article 1 (Recognition). Each employee will be classified as either a regular, regular limited term, temporary or occasional employee as determined by the Company based on the employment period expectations at the time of hire or reclassification.

REGULAR EMPLOYEE: One whose employment is expected to be indefinite. A regular employee may be either full-time or part-time.

REGULAR LIMITED TERM EMPLOYEE: One hired for a specific project or a limited period with the definite understanding that their employment will terminate upon the completion of the project or at the end of the period, and whose employment is expected to continue for more than one (1) year but, unless mutually agreed to by the Company and the Union, not longer than twenty-four (24) months. Such period of time shall include any immediately preceding and continuous period of time, or any period of time not more than thirty (30) days prior, during which the employee was classified as a temporary or occasional employee. A regular limited term employee may be either full-time or part-time. A regular limited term employee shall be excluded from the provisions of Article 26 (Training and Employment Security) of this Agreement and all training and retraining benefits, Supplemental Income Protection Program, Pay Protection Plan,

Relocation Plan, force adjustment procedures, recall and reemployment rights, Termination Payments and Extended Medical Coverage provided thereunder unless otherwise stated within Article 26.

TEMPORARY EMPLOYEE:

One hired for a specific project or a limited period with the definite understanding that their employment will 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) weeks but not more than one (1) year. Such period of time shall include any immediately preceding and continuous period of time, or any period of time not more than thirty (30) days prior, during which the employee was classified as an occasional employee. A temporary employee may be either full-time or part-time. A temporary employee shall be excluded from the provisions of Article 26 (Training and Employment Security) of this Agreement and all training and retraining benefits, Supplemental Income Protection Program, Pay Protection Plan, Relocation Plan, force adjustment procedures, recall and reemployment rights, Termination Payments and Extended Medical Coverage provided thereunder unless otherwise stated within Article 26.

OCCASIONAL EMPLOYEE:

One hired and who works for not more than sixty (60) work days in any calendar year, regardless of the length of the daily or weekly assignments. An occasional employee who actually works or is engaged to work in excess of sixty (60) work days in a calendar year shall be reclassified as a regular or temporary, full-time or part-time employee as appropriate. An occasional employee shall be excluded from the provisions of Article 26 (Training and Employment Security) of this Agreement and all training and retraining benefits, Supplemental Income Protection Program, Pay Protection Plan, Relocation Plan, force adjustment procedures, recall and reemployment rights, Termination Payments and Extended Medical Coverage provided thereunder unless otherwise stated within Article 26.

FULL-TIME EMPLOYEE:

One regularly scheduled to work the number of days and hours comprising the normal tour.

PART-TIME EMPLOYEE: One normally scheduled to work less hours per average month than a comparable full-time employee in the same job title, classification and work group.

Scheduling & Wage Related

See Article 27 for tour, shift, session, split shift, type of shift and overtime provisions applicable to specified Operator Services job titles.

TOUR: Collectively, the shifts determined by the Company, to be worked in a calendar week. Normally, a tour consists of five (5) shifts totaling forty (40) hours.

SCHEDULED TOUR: Total shifts, Sunday through Saturday, determined by the Company.

SHIFT: Hours, normally eight (8), determined by the Company constituting a regular day's work. Necessary shifts may be scheduled over any twenty-four (24) hour period.

NON-SCHEDULED SHIFT: Any work assignment, outside of a scheduled shift, excepting overtime and call outs.

DAY SHIFT: A shift where all scheduled hours fall between 6:00 a.m. and 7:00 p.m.

NIGHT SHIFT: A shift where any of the scheduled hours fall after 7:00 p.m. and before 6:00 a.m.

SUNDAY SHIFT: A shift during which the majority of the hours fall on Sunday. In instances where the hours fall equally between two (2) days, the day on which the shift starts shall be considered the Sunday shift.

HOLIDAY SHIFT: A shift during which a majority of the hours fall on the observed holiday. In instances where the hours fall equally between two (2) days, the day on which the shift starts shall be considered the Holiday shift.

CALENDAR YEAR: A calendar year is the period beginning January 1 and ending December 31.

CALENDAR WEEK: A calendar week begins at 12:01 a.m. on Sunday and ends at midnight the following Saturday.

VACATION YEAR: The vacation year is the period beginning on December 31 and ending the following December 30.

VACATION WEEK: A period of seven (7) consecutive calendar days beginning on Sunday.

CALENDAR DAY: A twenty-four (24) hour period beginning at midnight.

DAY: Refers to a calendar day unless otherwise specified in the terms of this Agreement.

BASIC WEEKLY WAGE RATE: The wage rate authorized as compensation for a tour on a straight time basis, excluding differentials, over-time payments, premium payments and other extra payments.

BASIC HOURLY WAGE RATE: One fortieth (1/40) of the basic weekly wage rate.

OVERTIME:

(A) Hours worked in excess of eight (8) hours in a day excluding hours paid at the premium rate.

(B) Hours worked as non-scheduled Sunday shifts.

(C) Call outs, except for call outs on a Recognized Holiday.

(D) Hours worked in excess of forty (40) hours in a week excluding (A), (B) and (C) above.

PREMIUM RATE: The paid rate for all hours worked, other than overtime hours, which are required by this Agreement to be paid at a rate higher than the basic hourly wage rate including applicable differentials. Premium rate will never be paid for hours not actually worked. These premium hours, paid at the premium rate, shall never be used in the calculation of hours of overtime worked.

Other

MARKET BUSINESS UNIT: A functional segment of the business recognized by management at any given time as the appropriate subset of the business for making vice-president level business decisions.

REPORT LOCATION: That location where an employee normally begins and ends his or her shift.

DETAIL LOCATION: Any location at which the employee is directed to start and/or end their shift other than the employee's Report Location.

WORK GROUP: The smaller of either the employee's vacation schedule group or overtime group unless otherwise mutually agreed to locally.

ARTICLE 3

NON-DISCRIMINATION

3.01 Neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, sexual orientation, national origin, citizenship status or because the employee is an individual with a disability, a disabled veteran, a veteran of the Vietnam era, or other protected classifications recognized by federal or applicable local or state law.

3.02 Use in this Agreement of the masculine or feminine gender, in titles or otherwise, shall be construed as including both male and female employees and not as specific sex designations.

3.03 There shall be no coercion, intimidation or discrimination practiced by the Company or the Union against any employee because of membership or non-membership in the Union or by the Company against any Union member or officer engaged in legitimate activities on behalf of the Union.

ARTICLE 4

RESPONSIBLE COMPANY-UNION RELATIONSHIP

4.01 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 be, and continue to be, characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels shall 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 Unit. Each party shall bring to the attention of all employees in the Unit, including new hires, the commitment that they conduct themselves in a spirit of responsibility and respect the measures they have agreed upon to insure adherence to this purpose.

ARTICLE 5

NO STRIKE

5.01 It is understood between the Parties that the services to be performed by the employees covered by this Agreement are essential to the operation of the Company and to the health, safety, and welfare of the public, and the Union agrees that it will not authorize or promote any strike, slowdown, picketing or other interference with the normal operations of the business during the life of this Agreement. It is understood that the Union will not condone employee participation in a sympathy strike in conjunction with personnel outside of the Bargaining Unit. The Company agrees that it will not intentionally prevent the performance of its employees' services insofar as the services are required in the operation of the business.

5.02 Should any employee or employees engage in any of the above prohibited activities, without the authority and sanction of the Union, the Parties shall cooperate to enable the Company to carry on its operations without interruption or other injurious effect. It is also understood that the Union will cooperate with the Company in the establishment and enforcement of a lawful reserved or neutral entrance where Company employees are performing or directed to perform work at a picketed or struck location.

ARTICLE 6

AGENCY SHOP

6.01 Each employee, who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member of the Union and all persons becoming employees on or after the effective date of this Agreement, shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members, for the period from such effective date or, in the case of persons becoming employees after the effective date of this Agreement, on or after the thirtieth (30th) day of employment, whichever of these dates is later, until the termination of this Agreement. For the purpose of this Article, "employee" shall mean any member of the bargaining unit.

6.02 Each employee who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members, shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning thirty (30) days after the effective date of this Agreement, until the termination of this Agreement.

6.03 The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit of any such employee but shall reapply to such employee on the thirtieth (30th) day following their return to the bargaining unit.

The term "formal separation" as used above includes transfers out of the bargaining unit, removal from payroll of the Company and leaves of absence of more than one (1) month duration.

ARTICLE 7

UNION DEDUCTION FROM WAGES

Dues Deductions

7.01 The Company shall make collection of Union dues, agency fees and initiation fees through payroll deductions upon receipt of a properly executed authorization signed by the employee for whom the deductions are to be made, and shall pay over to the Union each month the total amount thus deducted from all employees. Authorization by employees for such deductions shall be in a form mutually acceptable to the Union and the Company.

7.02 The Secretary-Treasurer of the Union shall certify the amount of Union dues, agency fees and initiation fees to be deducted in each interval by the Company. Such certification shall be made to the Company on or before Friday, the eighth (8th) calendar day preceding the last day of the pay period for which the deduction is to be effective. The Company shall forward monthly such deductions to the Secretary-Treasurer of the Union. Mass changes of deduction amounts shall be submitted ninety (90) days or more prior to the month in which such changes are to occur. Deductions from employees paid bi-weekly shall be made in the first and second pay periods of each month. It is understood that the Company will not be liable except to deduct and forward such deductions to the Secretary-Treasurer of the Union. The Union assumes full responsibility for the disposition of the monies so deducted once they have been forwarded to the Union Secretary-Treasurer.

7.03 The Union agrees to indemnify and hold the Company harmless from all claims, damages, costs, fees or charges of any kind which may arise out of or result from the honoring by the Company of dues or fees deduction authorizations in accordance with the provisions of this Agreement and the transmitting of such deducted dues or fees to the Union.

7.04 Cancellation by an employee of such written authorization for payroll deduction shall be in writing and signed by the employee. The signed cancellation authorization should be provided to the Company's Payroll Department. Upon

receipt thereof, the Company shall honor any such cancellations. A copy of such notice shall be sent to the Local Union. Any employee who cancels their payroll dues deduction authorization will still be obligated to tender amounts equal to periodic dues to the Union subject to Article 6 of this Collective Bargaining Agreement. An employee's authorization shall be deemed automatically cancelled if the employee leaves the employ of the Company, is transferred or is promoted out of the Bargaining Unit.

7.05 Payroll deduction of dues or fees will be handled as follows:

(A) Deduction of dues or fees shall be suspended during the period of an employee's leave of absence and automatically reinstated upon return.

(B) When an employee has insufficient pay to cover all authorized deductions, then deductions for dues or fees and deductions for allotments to the Savings and Security Plan for non-salaried employees shall have priority over all other authorized deductions except those deductions required by law and authorized deductions for insurance.

The Company will provide for the make-up of missed Union dues deductions for up to four (4) consecutive deduction weeks where failure to deduct is the result of insufficient pay for the reasons other than unauthorized absence. If Union dues are missed for five (5) or more consecutive weeks, there will be no make-up through payroll deduction of any such missed deductions.

7.06 When an employee who has authorized the Company to deduct dues or fees is temporarily promoted or transferred to a non-bargained-for position for a period of one (1) full week or more, the dues or fees deduction authorization shall continue in effect until the temporary promotion or transfer exceeds four (4) full weeks. However, such deductions shall not exceed the amount deducted immediately prior to the temporary promotion or transfer. If such temporary promotion or transfer exceeds this four (4) week period, any authorization for the deduction of dues or fees shall be automatically suspended. Upon return to the Bargaining Unit, dues and fees will be automatically reinstated.

7.07 When an employee who has authorized the Company to deduct dues or fees is temporarily promoted to a higher classification within the Bargaining Unit and is shown on payroll records as being in the higher classification, dues or fees will be based on the higher rate of pay for as long as the employee remains in the higher classification.

Information Provided To The Union And From Union

7.08 The Union agrees to notify the Company of mass changes of deduction amounts ninety (90) days or more prior to the month in which such changes are to occur.

7.09 The Company shall furnish the Union a monthly statement including the following information for each employee having dues or fees deduction authorization on file:

(A) Amount of dues or fees deducted.

(B) Bargaining Unit employees for whom the Company has not made a dues or fees deduction and an appropriate explanation.

In addition, the statement will include a list of employees engaged by the Company who are assigned to Bargaining Unit job titles, such statement shall show the employee's Name, Title, NCS Date, Local Number, Rate of Pay, Employee Classification, Responsibility Code, Report Location, Social Security Number and Mailing Address.

7.10 The Union and the Company shall keep each other currently informed of their respective duly authorized representatives and promptly notify each other of any change of such representatives.

7.11 The information listed above will be taken from Company records and will be furnished on a timely basis; however, the Union recognizes that errors and delays may and will occur and, in using the information furnished, assumes all risks associated therewith.

Committee On Political Education (C.O.P.E.)

7.12 The Company and the Union shall provide for a program and procedure (subject to payroll system capability) whereby eligible employees of the Company may make voluntary contributions through payroll deduction to the Committee on Political Education ("COPE"), a separately segregated political action committee sponsored by the Union.

7.13 Eligibility to participate in contributions to COPE through the payroll deduction program is restricted to those employees of the Company who are certified by the Union as eligible to participate under the Federal Election Campaign Act of 1971 and any applicable state laws.

Participation by any such employees shall be on a voluntary basis and employees shall be so informed by the person soliciting their participation on behalf of the Union. The Union shall be responsible for notifying the Company promptly when any such employee is no longer eligible to participate.

7.14 Representatives of the Union may solicit participation of employees who are Union members on Company premises, but such solicitation shall not occur during working hours nor in work areas. Any such solicitation shall be limited to

small groups of employees and of short duration so as not to disrupt the work place.

7.15 Employees wishing to participate must complete a payroll deduction authorization card available from a representative of the Union. The authorization card shall be in a form acceptable to the Company. When completed by the employee, the authorization card will be forwarded by the Union to the payroll office appropriate for that employee. The Union will be responsible for satisfying its own requirements for records retention.

7.16 Employee deductions shall be in the minimum amount of one dollar ($1.00), or fifty-cent ($.50) increments thereof, per month. Deductions from employees' pay shall be made each pay period.

7.17 On a monthly basis, the Company shall remit to the Treasurer of COPE the full amount of authorized deductions for the preceding month. In addition, the Company shall transmit to the Treasurer of COPE monthly a list of contributors through payroll deduction showing the contributor's name and amount contributed.

7.18 Any employee's payroll deduction shall cease upon the occurrence of any of the following:

(A) Termination of a participating employee's employment with the Company.

(B) Retirement of a participating employee.

(C) Transfer of a participating employee out of the bargaining unit.

(D) Receipt in the payroll office of written notice to cancel contributions to COPE signed by the employee.

(E) Receipt in the payroll office of written notice from the Union that an employee is no longer eligible to participate.

(F) Leave of absence (unpaid) of a participating employee.

7.19 Except as otherwise provided herein, deductions shall continue for employees while receiving disability benefits, or while temporarily promoted to management. No deductions will be made to employees receiving payments under the Supplemental Income Protection Plan (SIPP), or the Long-Term Disability (LTD) Plan.

7.20 Deductions shall not be made if the employee has insufficient earnings to contribute to COPE.

7.21 This Article is subject to applicable laws and regulations and shall not be placed in effect where prohibited by any such law or regulation.

7.22 The Parties agree that the Company assumes no responsibility other than the collection of contributions pursuant to employee authorization of payroll deductions and forwarding of such amounts collected to COPE. The Union agrees to indemnify the Company and hold it harmless from all claims, damages, costs and expenses of any kind which may arise in connection with the program covered.

7.23 As provided for in the regulations of the Federal Elections Commission, the costs for the administration of the payroll deduction system for COPE are the responsibility of the Union and will be handled as mutually agreed by the Company and the Union.

7.24 Any change in the aforementioned program shall be bargained for by both the Company and the Union.

ARTICLE 8

COLLECTIVE BARGAINING PROCEDURES

Collective Bargaining

8.01 All collective bargaining with respect to rates of pay, wages, commissions, hours of work and other terms and conditions of employment shall be conducted by duly authorized representatives of the Union and the Company respectively. Agreements reached as a result of bargaining shall become effective when executed by authorized representatives of the Parties except as otherwise provided therein.

8.02 Not less than ninety (90) days before commencement of formal collective bargaining, the Parties shall mutually agree to the terms of payment for time spent in collective bargaining by employees who are authorized Union representatives on the Union's bargaining team; reimbursement of travel expenses (transportation and lodging) for such representatives to the Company-selected location for bargaining; the number of such representatives who shall be reimbursed/paid; and other matters related to collective bargaining not otherwise addressed in this Section.

8.03 The costs of joint Union-Company conference facilities utilized for collective bargaining shall be borne by the Company provided the Company selects the location and the site of such facilities. If by mutual agreement an off Company site is selected, the cost for such site shall be shared equally by the Company and the Union.

Contract Distribution

8.04 The Company agrees to have this Agreement printed by a union printer within a reasonable time frame and to distribute a copy to each employee covered by this Agreement. A reasonable number of additional copies of the Agreement will be provided to the Union upon request until the Company's initial supply of copies is exhausted.

ARTICLE 9

BULLETIN BOARDS

9.01 The Company agrees to provide and install bulletin boards for the exclusive use of the Union in mutually agreeable locations, at places where employees covered by this Agreement work or assemble, and subject to the provisions of paragraph 9.02 below. The Company will, at its discretion, replace worn bulletin boards.

9.02 The Union agrees to post notices about the following matters only: elections, meetings, reports, other official Union business and notices of Union social and recreational activities. The Union agrees not to permit the posting of material of a derogatory nature regarding the Company and its personnel.

9.03 The Union assumes responsibility for complete compliance with the spirit and intent of the provisions of this Article. If the Company believes that the posted materials are not in the spirit and intent of the provisions of this Article, such material shall be brought to the attention of the President of the Local Union. Material removed in accordance with the above stated provisions may be posted again only after a mutual agreement has been reached between President of the Local Union and the Assistant Vice-President - Labor Relations of the Company or a representative empowered by the Executive Director to act in their behalf in this matter.

ARTICLE 10

UNION OFFICERS AND REPRESENTATIVES

Promotions & Involuntary Transfers Of Union Representatives

10.01 When the Company desires either to promote to a management position or to involuntarily transfer an employee who is a duly certified President, Vice-President, Secretary, Treasurer, or Secretary-Treasurer of a Local of the Union, or Area Representative or equivalent and the proposed change would have an effect on the employee's status as an officer of the Local, the Company agrees to give

the designated Representative of the Union written notice of such impending promotion or involuntary transfer at least fourteen (14) calendar days, if possible, in advance of the effective date of the change.

10.02 The Company will notify the Union, as soon as practicable, when any such employee is temporarily assigned outside the Bargaining Unit for one (1) week or longer.

Stewards & Orientation

10.03 Each newly hired employee and each employee new to the Bargaining Unit will be introduced by a Supervisor to the appropriate Union Steward and the Union Steward will have up to thirty (30) minutes to confer with the employee. Such shall occur within a reasonable time frame of the employee's hire or entry into the Bargaining Unit.

10.04 Each transferee will be introduced by their Supervisor to the appropriate Union Steward, however, no additional meeting time will be allowed. Such shall occur within a reasonable time frame of the employee's transfer into the work group.

Payment For Joint Meeting Time

10.05 For purposes of processing grievances, the Company agrees for authorized Union representatives to confer with representatives of the Company without loss of pay during such employees' regularly scheduled working hours. In addition, such employees shall suffer no loss in pay for time spent during such regularly scheduled working hours in traveling for grievance meetings. All time so paid will be at the basic hourly wage rate plus applicable differentials or premium rate, however, such will not be paid at an overtime rate.

10.06 When the Company meets with a Union representative(s) during such employee's regularly scheduled working hours for purposes other than the processing of grievances and further agrees to pay for the time involved, all time so paid will be at the basic hourly wage rate plus applicable differentials or premium rate, however, such will not be paid at an overtime rate.

10.07 Employees who are excused in accordance with the provisions of this Section and Article 8 (Collective Bargaining Procedures), shall give their immediate Supervisor reasonable advance notice of the intended absence and of the probable duration of the absence.

Absence For Union Business

10.08 The Company, insofar as work schedules permit, agrees to grant to any employee who is an Officer or properly designated representative of the Union reasonable time off of up to one thousand and eighty (1,080) hours during a calendar year,

unless mutually agreed otherwise, without pay, to transact business of the Union, provided that the Company is given reasonable advance notice of such absence.

Cross Entity Representation

10.09 In situations where Union representatives from AT&T Midwest entity covered by this Collective Bargaining Agreement represent employees of another AT&T Company (with respect to their operations in the Midwest) with which the Union has a contractual relationship, the Union representatives may be on either Union Business (Unpaid) or Joint Meeting (Paid) time as is appropriate under the circumstances.

Leave Of Absence For Union Business

10.10 Subject to service requirements, an authorized Union representative who requires time off of more than one thousand and eighty (1,080) working hours during a calendar year for Union business, may be granted a leave of absence of not more than one (1) year upon request of the Union provided, however, that the maximum number of employees who may be granted a leave of absence shall not exceed forty (40) in a calendar year, unless otherwise mutually agreed to. Requests for a leave of absence for Union business shall be made as far in advance as possible. Such requests shall be submitted to the appropriate Assistant Vice-President - Labor Relations to arrange for approval and, such requests shall be granted provided all eligibility requirements are met. At the request of the Union and following similar procedures, such a leave of absence may be renewed on an annual basis. The total combined period of all such leaves of absence will not exceed twenty-four (24) years.

10.11 A Union representative on leave of absence for Union Business shall continue to accrue net credited service for use in computing net credited service for all benefit purposes.

10.12 A Union representative on leave of absence for Union Business shall retain eligibility for the following benefits, as determined by their net credited service, to be paid for by the Company:

(A) Death Benefit - Coverage based on the current basic wage rate for the job title held.

(B) Basic Group Life Insurance - The premium for Basic Group Life Insurance coverage equivalent to one year's wages based on the current basic wage rate for the job title held.

(C) Telephone Concession Service - If provided to active employees covered by this Agreement and on the same terms and availability as provided to such active employees.

Such Union representative may also purchase at their own expense, the following benefits, as determined by their net credited service:

(D) Coverage under the AT&T Medical Plan, AT&T Dental Plan and AT&T Vision Plan or any available Company coverage options (like HMOs, etc.).

(E) Supplemental Group Life Insurance - Supplemental Group Life Insurance in appropriate multiples of annualized basic pay in accordance with the terms of plan enrollment.

(F) Dependent Group Life Insurance.

10.13 A Union representative upon return from an excused absence or leave of absence shall be reinstated to the same job title or a job title of equal pay to that in which the employee was engaged immediately preceding the absence subject to the provisions of this Agreement relating to layoffs. The employee shall be placed on the payroll at the rate then in effect for his or her assignment and for the period of service which was credited for wage purposes at the start of the leave of absence. No physical or other examination shall be required for reinstatement. However, the Company reserves the right to have such person examined to determine fitness for work or job placement if required by the law or if the Company would also subject any other employee returning from an excused absence or leave of absence to the same examination. The employee shall be eligible to sickness disability benefits beginning the eighth (8th) calendar day following the expiration of the leave of absence. The period of such leave of absence and the accrued net credit service will be counted in determining all other rights and benefits associated with net credited service, such as, but not limited to eligibility for vacations, excused work days, disability benefits, death benefits and pensions.

ARTICLE 11

INFORMATION-SHARING

11.01 The Union and the Company realize the need for joint discussion and cooperation to resolve issues related to changes in the business of the Company. The Parties agree that there should be early communication and information-sharing discussions regarding Market Business Unit strategies and developments of mutual interest as well as reviews and discussions about innovative approaches to enhance the competitiveness of the Company and to improve employment security.

11.02 As may be appropriate, either the Company or the Union may request that the Parties meet to share and discuss relevant information of mutual interest.

Information-sharing meetings may be limited to issues relating to a particular Market Business Unit covered under this Agreement. Attendance at such meetings should be limited to Company and Union representatives who have specific involvement and interest in the subject matter under discussion.

11.03 Time spent by active employees in such information-sharing meetings shall be considered as joint meeting time under Article 10 (Union Officers and Representatives). The Company, may reimburse Union attendees at such information-sharing meetings who are also active employees for any associated transportation and lodging expenses it deems appropriate. The Union shall be advised of the expenses the Company will reimburse, if any, at least one week prior to each meeting.

ARTICLE 12

PROBLEM RESOLUTION PROCEDURES

Union Representation & Notification

12.01 At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge) is to be announced, a Union representative shall be present if the employee so requests. If a Union representative has been requested, the meeting shall not start until a Union representative arrives.

12.02 In the event the Company contemplates the demotion or dismissal for just cause of any employee with over six (6) months of seniority, the Company shall notify the Union President, or designated representative, and review the facts prior to the actual demotion or dismissal.

12.03 The Company agrees that it will act with just cause in taking any disciplinary action including dismissal, suspension or demotion of any employee.

12.04 At any investigatory interview between a representative of the Company and an employee, wherein the employee reasonably believes that the information obtained may be used as the basis for disciplinary action against the interviewed employee, a Union Representative must be present if requested.

Union - Management Review Board

12.05 After the Company gives notification of a contemplated dismissal for just cause pursuant to paragraph 12.02 (Union Representation & Notification) above, the Local Union may, within two (2) working days, request that a Union-Management Review Board be convened relative to the contemplated dismissal.

Such a request by the Local Union must be made to the appropriate Labor Relations Executive Director or other designated Labor Relations representative. The Union may withdraw such request at any time prior to the Board meeting.

12.06 Within two (2) working days after the Local Union request is made, the Company shall notify the Local Union as to the names of the two (2) Company members of the Board, and the Local Union shall notify the Company as to the names of the two (2) Local Union Board members. Either party may have an additional Board member(s) if mutually agreed to.

12.07 The Board will meet within fourteen (14) days from the original notification of contemplated dismissal unless extended by mutual agreement. It is the Parties' intent that the employee attend the Board meeting except in unusual circumstances and the Local Union shall advise the employee whose dismissal is contemplated of this intent. The purpose of the Board meeting will be to review the facts that are available concerning the contemplated dismissal and to permit the employee (or in his or her absence, the Local Union) to present any facts which the employee believes should be brought to the Company's attention when considering the matter and for the Parties to attempt to resolve the issue. Local Union Board members who are employees, will participate in the Board meeting without loss of pay during scheduled working hours.

12.08 The Parties agree to work together to provide reasonable security for the safety of Board participants when mutually agreed that a need for such security measures exist. In such case, the cost of security will be borne by the Company.

12.09 The Company shall advise the Local Union President, or his/her designee, of its decision within three (3) working days of the Board meeting.

12.10 If after the meeting of the Board the Company dismisses the employee, any grievance involving the dismissal shall be deemed withdrawn thirty (30) calendar days after the date of dismissal unless the Local Union elects:

(A) To advance the matter to impartial arbitration as provided in "Arbitration" following, if the employee was present at the Board meeting; or

(B) To advance the matter to Step 3 of the grievance procedure as provided in "Grievance Procedure" following, if the employee was not present at the Board meeting.

12.11 In the event that the Local Union notifies the Company that it is withdrawing its request to hold a Union-Management Review Board, the Local Union will be notified within ten (10) days from such notification, that either the employee is being dismissed, or that circumstances warrant further investigation. If the employee is so dismissed, the Local Union may appeal the dismissal under the grievance procedure provided in "Grievance Procedure" following.

Grievance Procedure

12.12 Should differences arise between the Company and the Union regarding the interpretation or application of any of the terms or provisions of this Agreement or should any other grievance or dispute appear, such matters shall be processed according to the grievance procedures set forth in this Section. The Company and the Union recognize and confirm that the grievance procedures set forth in this Section, and, where applicable, "Mediation", "Arbitration" and "Expedited Arbitration" set forth in the Sections following, provide for the mutually agreed upon forums for resolution and settlement of any disputes under the terms of this Agreement. It shall be the objective of both the Company and the Union to settle any grievance promptly and at the lowest step of the grievance procedure.

12.13 Any individual employee or group of employees shall have the right to present grievances to the Company and to have such grievances addressed, without the intervention of the Local Union, so long as the settlement is not inconsistent with the terms of this Agreement or any Local agreement and provided that the Local Union has been given an opportunity to be present at such settlement.

12.14 Discussion or Settlement of Grievance:

(A) When an employee has referred a grievance to the Local Union and the Local Union Representative has so informed the Company that the Local Union represents that employee, the Company shall not discuss or settle such grievance directly with said employee initiating the grievance.

(B) The grievance procedure shall consist of three steps:

Step 1 - A grievance shall be presented to the management representative to whom the aggrieved employee or affected employee group directly reports. All grievances shall be submitted in writing on a form mutually agreed upon by the Company and the Union.

Step 2 - Notice of a grievance appeal shall be made in writing to the next higher level management representative, or other designated representative if mutually agreed to, of the organization to which the aggrieved employee or affected employee group directly reports.

Step 3 - Notice of a further appeal shall be made in writing to the appropriate Labor Relations Executive Director or other designated Labor Relations Representative.

(C) Any resolution of a grievance at Step 1, 2 or 3 shall be final and binding for the particular grievance involved, however, a resolution at Step 1 shall not be used as a precedent by either Party.

12.15 Time and Method for Filing Grievances and Appeals:

(A) No grievance or appeal shall be heard by the Company unless the same has been timely and properly filed as follows:

(1) A grievance must be presented by the Local Union at Step 1 within forty-five (45) days of the action (or failure to act), or as may be mutually agreed, which is the subject of the grievance.

(2) In the event the grievance is not resolved at Step 1 and the Local Union wishes to further appeal, such appeal must be made by the Local Union in writing at Step 2 within thirty (30) days of the receipt of the Company's position at Step 1.

(3) In the event the grievance is not resolved at Step 2 and the Local Union wishes to further appeal, such appeal must be made by the Local Union in writing at Step 3 within thirty (30) days of the receipt of the Company's position at Step 2.

(4) In the event the Local Union fails to advise the Company of its decision to appeal within the thirty (30) day time limit described in A (1), A (2) or A (3) above, the Company's decision will stand and the grievance considered closed.

(5) Time limitations set forth in this Section may be extended upon mutual consent of both Parties.

(B) At each step of the grievance procedure, the Local Union Representative shall set forth in writing the identity of the aggrieved employee or group of employees involved, a statement of the act or occurrence complained of and the date thereof, the provision(s) of this Agreement alleged to have been violated, if any, and the remedy requested.

(C) At each step, grievances shall be either settled, recessed to a mutually agreed date or appealed to the next higher step. The position of the Company at Steps 1, 2 and 3 shall be given to the Union within fourteen (14) days of the close of the grievance meeting(s), or within a mutually agreed upon later date. Where no decision by the Company is received by the Local Union within the time period described herein, the grievance shall be considered denied by the Company and the Union may appeal to the next step.

(D) Upon mutual agreement of the Parties, any single grievance may initially be heard at the third step of the grievance procedure without having been heard at either Step 1 or 2, however, in no event shall Step 3 be omitted or bypassed.

12.16 Grievance Meetings:

(A) A meeting at any step of the grievance procedure shall be held promptly and not later than fourteen (14) days after presentation of the grievance or notice of appeal unless the Parties mutually agree to a later date. A meeting at any step of the grievance procedure may be recessed and reconvened at a later date if the Parties mutually agree.

(B) In the absence of agreement for such later or continued date, if such meeting is not held within fourteen (14) calendar days, the grievance shall be considered denied by the Company as of the fourteenth calendar day. The Local Union may then appeal the grievance to the next step of the grievance procedure.

12.17 Union Representation:

(A) The Union agrees to limit the number of Union Representatives and aggrieved employees conferring and negotiating employee grievances with Company Representatives, as provided in this Section, to those provided below, except that one (1) additional Union Representative may be present, when unusual circumstances warrant, and the Company Representatives at whose level the grievance is being heard agree in advance:

(1) Not more than three (3) Union Representatives if conferring with a Company Representative at Step 1, Step 2 and Step 3. At Step 3, at least one of the Union Representatives will be an authorized Representative of the International Union or their designated representative.

(2) The aggrieved employee or employees, as may be jointly agreed to by the Union and the Company Representatives at whose level the grievance is being heard.

(B) At all steps of the grievance process, the time, date and location of all meetings shall be mutually agreed upon. Such meetings shall be scheduled so that it may reasonably be expected that the Local Union Representatives would be able to attend the full meeting during their scheduled shift.

12.18 Cooperation and Notification:

(A) Each party recognizes the right of the other to investigate the circumstances surrounding any grievance or accident and agrees to cooperate with the other in such investigations.

(B) The Company and the Union shall keep each other informed regarding the personnel who are authorized to represent them in grievance and accident investigations.

(C) During grievance meetings, the Representatives of both Parties shall present any pertinent information which may have a bearing upon the issue involved.

(D) The Company commits that it will work with the Union in an attempt to resolve employee dismissal grievances/arbitrations within one (1) year from the effective date of the dismissal. However, failure to achieve a final resolution of a dismissal grievance/arbitration within one (1) year shall not be deemed as a violation of the Collective Bargaining Agreement.

Mediation

12.19 There may be, by mutual agreement, an intermediate step between the grievance procedure and arbitration. Such intermediate step is mediation. Mediation may be used in grievances which have been processed according to the provisions of "Grievance Procedure" in the Section above. Either party may request mediation within fifteen (15) days of the Company's response at the third (3rd) step of the grievance procedure.

12.20 The Parties will select mediators by striking from a panel provided through the Federal Mediation and Conciliation Service or by using another mutually agreed upon service or procedure. Upon agreement of the Parties, the mediation conference will be scheduled within fifteen (15) days of the Company's or Union's request for mediation. Such conference will be held on the earliest mutually available date offered by the chosen mediator. Should the availability of the mediator unnecessarily delay the processing of the grievance, in the opinion of either the Company or the Union, either party may request the mediation be terminated and the grievance be scheduled for arbitration.

12.21 Proceedings before the mediator shall be informal in nature. The presentation of evidence will be limited to that which has already been presented during the grievance procedure, and the issues mediated will be the same as were presented in the grievance procedure. Formal rules of evidence will not apply, the Parties will not be represented by attorneys and no official record of the mediation conference will be kept. The mediator shall propose a resolution to the dispute on the day of the close of the mediation conference.

12.22 Upon completion of the mediation conference, the Parties may accept the resolution proposed by the mediator. However, in no way may the decision reached as a result of mediation, be used as precedent in any other proceeding. If

no settlement is agreed upon through mediation, the Union may invoke arbitration in accordance with the provisions of "Arbitration" in the Section following.

12.23 No person serving as a mediator between the Parties may serve as arbitrator for these grievances.

12.24 The compensation and expenses of the mediator and the general expenses of the mediation shall be shared equally by the Parties. Each Party shall bear the expense of its representatives and witnesses.

Arbitrable Topics

12.25 The right to invoke arbitration shall extend only to matters which involve:

(A) The interpretation or application of any of the terms or provisions of this Agreement, unless excluded by specific provisions of this Agreement.

(B) The discipline of an employee with twelve (12) or more months of net credited service.

Arbitration

12.26 An arbitrable matter shall be submitted to arbitration at the request of either Party, provided the Party seeking arbitration has notified the other Party, by letter, within thirty (30) calendar days of the date of the final decision rendered at Step 3 under the grievance procedure or following a Union - Management Review Board dismissal, of its desire for arbitration.

12.27 Within seven (7) working days of the Company's receipt of the Union's request for arbitration, the Parties will select an arbitrator by alternately striking names from a randomly assigned "panel" of arbitrators. The method for determining which Party will strike first shall be by flip of a coin. There will be ten (10) such "panels" each consisting of five (5) arbitrators who are members of the National Academy of Arbitrators and who have been selected to serve on a "panel". The panels will be created by both Company and Union each submitting 25 names. The Company and Union will make blind selections from the pool. The first five (5) names will comprise Panel 1, and so on for each subsequent panel until all 50 names are used. In the event an arbitrator is selected from each of ten (10) panels, the 50 names will be reordered in a random manner for the creation of ten (10) new panels. The selected arbitrator shall conduct an appropriate hearing concerning the grievance, and render a decision, thereby resolving the grievance. The number of panels provided for in this paragraph may be increased by mutual agreement.

12.28 Hearings shall commence as quickly as possible following the designation and availability of the arbitrator and shall be carried to conclusion without

unnecessary delay. The Company and the Union shall attempt to agree upon and reduce such issue or issues to writing at or before the commencement of the hearings. The hearing and decision of the arbitrator shall be confined to the issue or issues presented in accordance with paragraph 12.25 of Section: Arbitrable Topics above.

12.29 The arbitrator shall render the decision in writing within thirty (30) calendar days following receipt of the Parties' briefs and the record in the case is closed. The award of the arbitrator shall be final and binding upon the Parties, subject to law, and the Company and the Union agree to abide by the decision of the arbitrator.

12.30 A grievance which the Union has elected to submit to arbitration under the provisions of this Section will be deemed to have been withdrawn if not submitted for final decision and processed within the time limitations prescribed in this Section. The time limitations set forth in this Section may be extended by mutual agreement.

12.31 The arbitrator shall have no authority to add to, subtract from, or change any of the terms of this Agreement.

12.32 The compensation and expenses of the arbitrator and the general expenses of the arbitration, such as transcripts, hearing rooms, etc., shall be shared equally by the Company and the Union. Each Party shall bear the expense of its representatives and witnesses.

Expedited Arbitration

12.33 Any grievance involving the suspension of an individual employee, except those which also involve an issue of arbitrability, contract interpretation, or work stoppage (strike) activity and those which are also the subject of an administrative charge or court action may be submitted to arbitration under this expedited arbitration procedure within fifteen (15) calendar days after the filing of a request for arbitration. In all other grievances involving disciplinary action which are specifically subject to arbitration, as specified in paragraph 12.25 Section: Arbitrable Topics above, both Parties may, within fifteen (15) calendar days after the filing of the request for arbitration, elect to use this expedited arbitration procedure. The election shall be in writing and, when signed by authorized representatives of the Parties, shall be irrevocable. If no such election is made within the foregoing time period, the full arbitration procedure specified in "Arbitration" above shall be followed.

12.34 As soon as possible after this Agreement becomes final and binding, a panel of seven (7) umpires shall be selected by the Parties. Each umpire shall serve until the termination of this Agreement unless his or her services are terminated earlier by written notice from either Party to the other. The umpire shall be notified of such termination by a joint letter from the Parties. The umpire shall conclude his

or her services by settling any grievance previously heard. A successor umpire shall be selected by the Parties. Umpires shall be assigned cases in rotating order designated by the Parties.

12.35 The procedure for expedited arbitration shall be as follows:

(A) The Parties shall notify the umpire in writing of the submission within the time specified in paragraph 12.33. The umpire shall notify the Parties in writing of the hearing date.

(B) Prior to the hearing, the Parties may submit to the umpire a written stipulation of all facts not in dispute.

(C) The hearing shall be informal without formal rules of evidence and without a transcript. However, the umpire shall be satisfied that the evidence submitted is of a type on which he or she can rely, that the hearing is in all respects a fair one, and that all facts that are reasonably obtainable and necessary to a fair decision are brought before the umpire.

(D) Within five (5) working days after the hearing, each Party may submit a brief written summary of the issues raised at the hearing and arguments supporting its position. The umpire shall give his or her decision within five (5) working days after receiving the briefs. The umpire shall provide the Parties a brief written statement of the reasons supporting the decision.

(E) The umpire's decision shall apply only to the instant grievance, which shall be settled thereby. The award of the umpire shall be final and binding upon the Parties, subject to law, and the Company and the Union agree to abide by the decision of the umpire. The decision shall not constitute a precedent for other cases or grievances and may not be cited or used as a precedent in other arbitration matters between the Parties unless the decision or a modification thereof is adopted by the written concurrence of the representatives of each Party at the third step of the grievance procedure.

(F) In emergency situations only, the time limits in (A) and (D) above may be extended by agreement of the Parties or at the umpire's request. Such extensions shall not circumvent the purpose of this procedure.

(G) In any grievance arbitrated under the provisions of this Section, the Company shall under no circumstances be liable for backpay for more than six (6) months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays requested by the Union in which the Company concurs shall not be included in such additional time.

(H) The umpire shall have no authority to add to, subtract from, or modify any provisions of this Agreement.

(I) The compensation and expenses of the umpire and the general expenses of the expedited arbitration shall be shared equally by the Company and the Union. Each party shall bear the expense of its representatives and witnesses.

ARTICLE 13

WAGE ADMINISTRATION

Basic Committed Wages

13.01 The minimum, progression and maximum weekly basic wage rates for all covered job titles will be as provided in the wage schedules included in Appendix B. The wage schedules will be updated to reflect the increases described below.

13.02 Current Increase

Basic Weekly Wage Rates will be increased 3.0% at the maximum rate, exponentialized with no change in the start rate. The effective date of this wage increase will be April 5, 2009, provided that this Agreement is ratified on or before August 7, 2009. Retroactive wages will be paid to employees on the payroll as of the date of ratification as soon as practicable after ratification.

13.03 First Anniversary

Effective April 4, 2010, Basic Weekly Wage Rates will be increased 3.0% at the maximum rate, exponentialized with no change in the start rate.

13.04 Second Anniversary

(A) Effective April 3, 2011, Basic Weekly Wage Rates will be increased 2.75% at the maximum rate, exponentialized with no change in the start rate.

(B) A cost of living adjustment, if applicable, will be applied to the 2011 increase as follows:

The amount of the April 3, 2011 adjustment to the wage increase reflected in 13.04(A) herein shall be 0.5 times the increase above four percent (4%) in the U.S. Department of Labor Bureau of Labor Statistics "CPI-W" (1982-84 = 100) for December 2010 over December 2009. It will be applied to the scheduled rates in effect in each wage schedule on April 2, 2011.

Demotion/Downgrade/Lateral Transfer

13.05 An employee who is demoted, downgraded or laterally transferred shall be given the appropriate title for the work to be performed and receive the following wage treatment:

(A) If at maximum, the employee will be placed at maximum on the new schedule. No employee will be given a wage rate greater than the maximum on the new schedule.

(B) If in progression, the employee will be placed on the new schedule on the same monthly wage schedule step. It is not intended that the employee maintain the previous wage rate. Any reduction in wages will be effective with the new payroll cycle. The employee's wage progression treatment date will not change.

Wage Schedule Intervals

13.06 Wage schedules for all job titles covered by this Agreement shall be sixty (60) months in length from the start rate to the maximum rate, except as otherwise provided in this Agreement and shall include wage schedule increases at six (6) month intervals.

Impact of Absence on Wage Increases

13.07 Unless otherwise covered by this Agreement, an employee absent for more than one (1) month for any reason other than sickness or accident disability absence, will receive no credit on the wage progression consideration interval for the period of absence in excess of thirty (30) days.

Promotional Increases

13.08 An employee promoted shall be given the appropriate title for the work to be performed and receive the following promotion wage treatment:

(A) Place on the nearest wage schedule step for the new title which results in an increase of at least twenty-five ($25) dollars. The effective date of the promotion shall become the new wage schedule treatment date.

13.09 Resultant rates following upgrading shall in no case exceed the maximum rate for the job to which upgraded.

Wage Credit/Changes in Start Rate

13.10 Applicants for employment who possess skill or knowledge over and above that normally expected of a new employee may be given wage schedule service credit equivalent to this knowledge or experience and receive as a starting rate the rate

corresponding to this wage schedule service credit. Subsequent increases will be in accordance with the progression schedule.

Friday Payday

13.11 Payday will normally be bi-weekly on Friday, unless extenuating circumstances prohibit the Company from fulfilling this obligation.

ARTICLE 14

NET CREDITED SERVICE & SENIORITY

14.01 Net credited service shall mean "term of employment" as set forth in the pension plan applicable to employees covered by this Agreement.

14.02 Except as set forth in paragraph 14.03, Seniority shall be determined by the net credited service of the employee affected. Where two or more employees have the same net credited service, the employee with the lowest last four digits of social security number shall be considered to be the most senior. In case there should be two or more employees with the same last four digits of the social security number, the lowest middle two digits of the social security number will determine seniority. Should two or more employees have identical numbers to this point, the employees will be arranged alphabetically by last name.

14.03 A AT&T Midwest management employee who moves into the Bargaining Unit shall be granted seniority in the following manner:

(A) An employee previously covered by any Ameritech, SBC or AT&T Collective Bargaining Agreement shall immediately be granted the amount of seniority established as of the date the previous bargaining unit employment ended. After he or she accumulates an additional twenty-four (24) consecutive months of seniority within the Bargaining Unit, the employee shall be credited with seniority equal to their total net credited service (plus any additional seniority credited under paragraph 14.02 above).

(B) An employee not previously covered by any Ameritech, SBC or AT&T Collective Bargaining Agreement shall be credited with seniority equal to their total net credited service after he or she accumulates an additional twenty-four (24) consecutive months of seniority within the Bargaining Unit (plus any additional seniority credited under paragraph 14.02 above).

ARTICLE 15

JOB CLASSIFICATIONS AND PROMOTIONS

New Job Titles & Job Classifications

15.01 Whenever the Company determines it appropriate to create a new job title or job classification in the Bargaining Unit, or restructure or redefine an existing one, it shall notify the Union in writing of such job title or classification and shall furnish a job description of the duties and the wage rates and wage schedule initially determined for such job title and classification. Such wage rates and wage schedule shall be designated as temporary. Thirty (30) days following such notice to the Union, the Company may proceed to staff such job title or classification.

15.02 The Union shall have the right, within thirty (30) days from receipt of notice from the Company, to initiate negotiations concerning the initial wage rates or wage schedules established as temporary by the Company.

15.03 If negotiations are not so initiated or if agreement is reached between the Parties within sixty (60) days following receipt of notice from the Company concerning the wage rates and wage schedule, the temporary designation shall be removed from the job title or classification.

15.04 If negotiations are initiated and the Parties are unable to reach agreement within sixty (60) days following receipt of notice from the Company, the issue of an appropriate schedule of wage rates shall be submitted to a neutral third party, to be selected as set forth below, for determination of an appropriate schedule of wage rates.

15.05 The neutral third party referred to above shall be selected from a list of seven (7) individuals created by mutual agreement, who shall possess acknowledged expertise in the areas of employee compensation and job evaluation. The Parties shall alternatively strike one name from the list until one individual remains. The Parties shall submit their views to such third party within thirty (30) days after selection and such individual shall have sixty (60) days from the date of selection to make a determination which shall be binding on the Parties. While it is not intended that such third party undertake a full and complete job evaluation study, the third party shall review other job titles or classifications and their wage schedules for comparison purposes and may make an on-site inspection of the work place and conduct a reasonable number of interviews of incumbents.

15.06 In the event the neutral third party determines that a different schedule of rates is appropriate, the new schedule shall be placed in effect as of the date of the neutral third party's decision and shall remain in effect until expiration of this Agreement.

15.07 All costs associated with the resolution of the dispute by the neutral third party (fees, transcript costs, hotel, travel, etc.) shall be shared equally by the Parties. Union Representatives at hearings and meetings will not be paid by the Company.

15.08 The procedures set forth in this Section shall be the exclusive means by which the Union may contest the schedule of wage rates which the Company sets for any new or restructured job title or classification.

Promotion and Refusal Of

15.09 Promotions to jobs included under this Agreement shall be based on full consideration by the Company of seniority, ability, and qualifications. If the choice rests between two (2) or more employees whose qualifications for the job are substantially equal, seniority shall govern the selection.

15.10 Employees shall have the right to refuse a promotion without affecting their status for future promotions.

ARTICLE 16

BENEFITS

16.01 The means for fulfilling the terms of this Article may be the Company's adoption of its own plan(s) and associated plan document(s) or participation in equivalent plan(s) having plan document(s) that include, for bargained-for employees, the benefits agreed to be provided pursuant to this Article and substantially the terms, provisions and conditions under which such benefits are to be provided. The sole remedy for issues with respect to the validity or amount of any claim for benefits is the claim and appeal process as defined in the individual benefits plans and programs. The Parties agree to the plans and programs described below. Copies of the plan documents, Summary Plan Descriptions ("SPDs") and Summary of Material Modifications ("SMMs") of these plans, policies and programs will be provided to the Union. If there is any difference between these SPDs and the ERISA plans or programs (including amendments thereto), the plan texts shall govern. No change shall be made in the terms of these plans, programs and policies, which would reduce or diminish the benefits or privileges provided thereunder as they apply to employees represented by the Union without the consent of the Union.

For purposes of this Article only, including Attachment A and Attachment B:

- The term "Midwest Region Core Bargained Employees" includes employees covered by this Agreement as well as job titles in Appendix F and Appendix G;

- Midwest Region Core Bargained Employees hired/rehired on or before August 8, 2009 shall be referred to as "Current Employees";

- Midwest Region Core Bargained Employees hired/rehired after August 8, 2009 shall be referred to as "New Hires";

- Current Employees and New Hires shall be referred to collectively as "Employees"; and

- Employees who terminate employment during the term of this Agreement and who meet the applicable requirements to be eligible for post-retirement benefits are referred to as "Eligible Retired Employees".

1. HEALTH AND WELFARE BENEFIT PLANS

(A) Employees

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

- Ameritech Comprehensive Health Care Plan
- Ameritech Dental Expense Plan
- Ameritech Vision Care Plan
- AT&T CarePlus – A Supplemental Medical Plan
- AT&T Medical and Group Life Insurance Plan – Group Life Insurance
- AT&T Supplementary Group Life Insurance Program
- AT&T Dependent Group Life Insurance Program
- AT&T Consolidated Long-Term Care Insurance Plan
- AT&T Flexible Spending Account Plan
- Ameritech Sickness and Accident Disability Benefit Plan
- Ameritech Long-Term Disability Plan
- Midwest Leaves of Absence Policy
- AT&T Commuter Benefit Program
- AT&T Adoption Reimbursement Program
- AT&T Employee Assistance Plan

Attachment A provides a summary of certain plan terms, conditions and provisions, including any which are exceptions to terms, conditions and provisions described in the applicable SPDs and SMMs as well as any which differ among groups of employees eligible to participate in a particular plan, program or policy, such as the applicable deductible or copayment amount. If there are discrepancies between the specific information provided in

Attachment A and the plan documents, SPDs or SMMs, the information provided in Attachment A will govern.

(B) Employees and Eligible Retired Employees (as provided for in Article 16.01(1)(D)) shall continue to participate in the same benefit plans, programs and policies on the same terms and conditions which were in effect on April 4, 2009 until the benefits identified in Article 16.01(1)(A) above become effective, subject to changes to benefits resulting from the operation of existing plan provisions and amendments necessary to comply with changes in the law. The Company will notify the Union of any amendment determined pursuant to Article 16.01(1)(B) and Article 16.01(1)(D) below to be necessary due to changes in the law.

(C) Effective January 1, 2010, Employees will have access to the voluntary benefits platform identified in Attachment A where they may take advantage of the available products, as those products may change from time to time. The Company may unilaterally modify or discontinue this platform and products without further discussions with the Union.

(D) Subject to the rules described in Article 16.01(3) below, Employees who terminate employment with the Company during the term of this Agreement and are eligible for post-retirement medical coverage under the terms of the Ameritech Comprehensive Health Care Plan as of the date of termination, will be eligible, during the term of this Agreement, for coverage under the Ameritech Comprehensive Health Care Plan, AT&T CarePlus, Ameritech Dental Expense Plan, AT&T Medical and Group Life Insurance Plan – Group Life Insurance, AT&T Retiree Vision Care Plan (including the vision plus option), and AT&T Consolidated Long-Term Care Insurance Plan, subject to changes to benefits resulting from the operation of existing plan provisions and amendments necessary to comply with changes in the law, and with the exceptions identified in Attachment A and Attachment B.

Attachment A and Attachment B provide a summary of certain plan terms, conditions and provisions, including any which are exceptions to terms, conditions and provisions described in the applicable SPDs and SMMs as well as any which differ among groups of employees eligible to participate in a particular plan, program or policy, such as the applicable deductible or copayment amount. If there are discrepancies between the specific information provided in Attachment A or Attachment B and the plan documents, SPDs or SMMs, the information provided in Attachment A or Attachment B, as applicable will govern.

Nothing in this Article 16.01(1)(D) shall be construed to provide benefits for any period subsequent to the term of this Agreement or for any employee other than those referenced above who terminate employment during the term of this Agreement.

2. PENSION AND SAVINGS BENEFIT PLANS

(A) Current Employees excluding those working in Appendix F

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

- AT&T Pension Benefit Plan – Midwest Program (the "Program")

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

  i. Applicable Mortality Table: the applicable mortality table determined in accordance with Internal Revenue Code §417(e)(3)(B) and associated regulations; and

  ii. Applicable Interest Rate: the monthly interest rate which, when compounded, equals the effective annual rate of interest as determined in accordance with Internal Revenue Code §417(e)(3)(C) and associated regulations, based on the Program's lookback month and stability period

  Phased Schedule
  For the purposes of applying the Applicable Interest Rate in this Article 16.01(2)(A)(ii) (herein referred to as "New"), the phase-in schedule shall be as illustrated below:

% "New" Date*	% Prior	Effective
25%	75%	1/1/2012
50%	50%	1/1/2013
75%	25%	1/1/2014
100%	0%	1/1/2015

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

  - 2.0% effective January 1, 2010
  - 2.0% effective January 1, 2011
  - 2.0% effective January 1, 2012 plus the applicable COLA adjustment made to wages (April 3, 2011)

(B) Current Employees working in Appendix F (excluding employees addressed in Article 16.01(3)(A)) and New Hires

Effective upon ratification and except as provided below, Current Employees working in Appendix F (excluding employees addressed in Article 16.01(3)(A)) and New Hires shall continue to participate in the same pension and savings benefit plans, programs and policies on the same terms and conditions which were in effect on April 4, 2009.

- AT&T Savings and Security Plan

  Effective on the later of January 1, 2010 or the hire/rehire date for New Hires, Current Employees working in Appendix F classified as Regular Employees (excluding employees addressed in Article 16.01(3)(A)) and New Hires (excluding New Hires in Appendix F not classified as Regular Employees) will become eligible to participate in the AT&T Retirement Savings Plan. These New Hires (excluding New Hires in Appendix F not classified as Regular Employees) and Current Employees working in Appendix F classified as Regular Employees (excluding employees addressed in Article 16.01(3)(A)) will no longer be eligible to participate in the AT&T Savings and Security Plan and will have their prior AT&T Savings and Security Plan account balances transferred to the AT&T Retirement Savings Plan as soon as administratively feasible.

- AT&T Pension Benefit Plan

  On the later of January 1, 2010 or the hire/rehire date for New Hires, Current Employees working in Appendix F classified as Regular Employees (excluding employees addressed in Article 16.01(3)(A)) and New Hires will become eligible to participate in the Bargained Cash Balance Program 2 under the AT&T Pension Benefit Plan and will not be eligible to participate in the Midwest Program under the AT&T Pension Benefit Plan. The Bargained Cash Balance Program 2 will also be amended to provide a lump sum distribution option for Current Employees working in Appendix F classified as Regular Employees (excluding employees addressed in Article 16.01(3)(A)) and New Hires that is equal to the cash balance account.

3. BENEFITS RULES FOR MOVEMENT OF EMPLOYEES

(A) Treatment Of Current Employees Who Previously Transferred Or Transfer During The Term Of This Agreement To An Appendix F Job Title Pursuant To The Force Adjustment Surplus Process From A Job Title Under This Agreement (Including The Newly Created Appendix G, Formerly The Midwest CWA SBC Global Services, Inc Agreement), Or The SBC Internet Services, Inc. Agreement ("Surplus Employees")

i. A Surplus Employee from this Agreement (including the newly created Appendix G) will be eligible to participate in the same plans, policies and provisions on the same terms and conditions as will be provided to Current Employees under this Article including the recognition of all previously recognized Net Credited Service for the purposes of Term of Employment and pension calculation. If the Surplus Employee subsequently moves during the term of this Agreement to a job title under this Agreement (including the newly created Appendix G), the benefits available to the Surplus Employee will continue to be the benefits provided under this Article to Current Employees including the recognition of all previously recognized Net Credited Service for the purposes of Term of Employment and pension calculation.

ii. A Surplus Employee from the SBC Internet Services, Inc. Agreement will be eligible to participate in the same plans, policies and provisions on the same terms and conditions as are currently and in the future provided under the SBC Internet Services, Inc. Agreement with respect to their previous job title. If the Surplus Employee subsequently moves during the term of this Agreement to a job title under this Agreement (including the newly created Appendix G), the benefits available to the Surplus Employee will be the benefits provided under this Article to Current Employees including the recognition of all previously recognized Net Credited Service for the purposes of Term of Employment but not for pension calculation purposes.

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

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

- For Appendix F Current Employees and Converted Temp/Term Employees, the eligibility and plan provisions for post-retirement health and welfare benefits and pension and savings benefits provided under this Article to New Hires (including Attachment A) shall apply;

- Notwithstanding the above, for Appendix F Current Employees classified as Temporary and Regular Limited Term Employees, the eligibility exceptions in Article 16.01(2) (B) shall apply.

With the same exceptions as provided for above, if an Appendix F Current Employee or Converted Temp/Term Employee subsequently moves during the term of this Agreement to a job title under this Agreement, the benefits available to the Appendix F Current Employee or Converted Temp/Term Employee will continue to be the benefits provided under this Article to Current Employees under this Agreement.

(C) Treatment Of Employees Classified As Regular Employees Who Are Newly Hired Or Voluntarily Transfer To An Appendix F Job Title After August 8, 2009 ("Appendix F New Hires").

Appendix F New Hires will be eligible to participate in the same plans, programs and policies on the same terms and conditions as will be provided to New Hires pursuant to this Article. If the Appendix F New Hire subsequently moves during the term of this Agreement to a job title under this Agreement, the benefits available to the Appendix F New Hire will continue to be the benefits provided under this Article to New Hires under this Agreement.

(D) Treatment Of Employees Who Move Pursuant To The National Transfer Plan Into Any Job Title Covered By This Agreement During The Term Of This Agreement, Who (i.) Move From A Job Title In One Of The 2009 Core CWA Collective Bargaining Agreements And Were Classified As A Converted Temp/Term Employee As Of August 8, 2009, Under The Terms Of That Article/Agreement ("Inter-Region Transferred Converted Temp/Term Employees") or (ii.) Have Ever Been Employed In An Appendix Covering The Premises Technician Job Title (East Region Appendix F, West Region Appendix E, or Southwest Region Appendix J) And Were Classified As A Current Employee (Excluding Those Described In Article 16.01(3)(F)) And While In Such Job Title Did Not Have Economic Protections As A Result Of A Surplus ("Inter-Region Transferred Appendix Employees")

Inter-Region Transferred Converted Temp/Term Employees and Inter-Region Transferred Appendix Employees will be eligible to participate in the same plans, programs and policies on the same terms and conditions as are provided under this Article to Employees under this Agreement through December 31, 2009. Effective January 1, 2010, Inter-Region Transferred Converted Temp/Term Employees and Inter-Region Transferred Appendix Employees will be eligible to participate in the same plans, policies and provisions on the same terms and conditions as will be provided under this Article to Current Employees under this Agreement including the recognition of all previously recognized Net Credited Service for the purposes of Term of Employment but not for pension calculation purposes, provided that the following exceptions shall apply:

- For Inter-Region Transferred Converted Temp/Term Employees and Inter-Region Transferred Appendix Employees, the eligibility and plan provisions for post-retirement health and welfare benefits and pension and savings benefits provided under this Article to New Hires (including Attachment A) shall apply;
- Notwithstanding the above, for Inter-Region Transferred Converted Temp/Term Employees and Inter-Region Transferred Appendix Employees who move into an Appendix F job title and are classified as a Temporary or Regular Limited Term Employee, the eligibility exceptions in Article 16.01(2) (B) shall apply.

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

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

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

(F) Treatment Of Employees Who Move Pursuant To The National Transfer Plan Into Any Job Title Covered By This Agreement During The Term Of This Agreement From A Job Title In One Of The 2009 Core CWA Collective Bargaining Agreements And Were Classified As A Current Employee (Excluding Those Described In Article 16.01(3)(D)) Under The Terms Of That Article/Agreement ("Inter-Region Transferred Current Employees")

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

General Provisions

16.02 Except as set forth in Article 16.01(1)(C), no change shall be made in the terms of the plans identified in this Article or their successor plans and those other Benefits/Welfare related items, which would reduce or diminish the benefits or privileges provided thereunder as they apply to Employees represented by the Union without the consent of the Union

16.03 Any claim that such benefits or privileges have been diminished or reduced may be processed as provided for in the grievance procedure, and if not resolved thereunder by the Parties may be submitted to arbitration, but in any such case any decision or action of the Company shall be controlling unless shown to have been discriminatory or in bad faith and only the question of bad faith or discrimination shall be subject to the grievance and arbitration procedures of this Agreement.

16.04 Unless the Parties mutually agree, there shall be no negotiations concerning changes in the Plans during the period of this Agreement.

16.05 Neither the Benefit Plans, nor their administration shall be subject to the grievance or arbitration procedures of this Agreement.

Benefit Outline Summary

Provision	Current Employees and New Hires
Active Employees	
Effective Date(s)	Health & Welfare: 1/1/2010
Eligibility	
For Medical, Dental, Vision, CarePlus, and Life Insurance (unless otherwise specified)	No change from current plan except as follows: New Hires New Hires will default to no medical coverage if no election is made during enrollment
Health Reimbursement Account (HRAs)	
	New Hires None Current Employees Company provided annual HRA amount per Current Employee: • enrolled in Company medical plan excluding HMOs • based on medical coverage tier elected Coverage Tier / 2010 / 2011 / 2012 Ind / $450 / $300 / $0 Family / $900 / $600 / $0
Medical	
Plan	Ameritech Comprehensive Health Care Plan (AIT CHCP) • Health Care Network (HCN) Option – includes Network and Non-Network benefits • PPO Option – includes PPO and Non-PPO benefits • Outside Network Area (ONA) Option • HMOs (available at the discretion of the Company) Note: • Those employees with a home zip code that meets the Access Standards for the AIT CHCP will be eligible to elect either the HCN option or the PPO option of the AIT CHCP. • Those employees with a home zip code outside of the Access Standards for the AIT CHCP will default into ONA coverage unless they elect the HCN or an available HMO option. • The ONA option will be equivalent to the PPO level of the benefits, regardless of where services are obtained.
Eligibility for Company Subsidy	Company subsidy begins as of the first day of the month Employee attains 6 months Net Credited Service (also referred to as Term of Employment)
Active (Full-Time) Monthly Contributions	Contribution Amounts 2010 / 2011 / 2012 Ind $35 / $35 / $35 Family $75 / $75 / $75 Working Spouse Contributions will no longer apply.
Active (Part-Time) Monthly Contributions	No change from current plan including the following, based on scheduled hours per week: • If greater than or equal to 25 hours, same as Full-Time • If at least 17 but less than 25 hours, 50% of Premium Equivalent Rate * • If less than 17 hours, 100% of Premium Equivalent Rate * * Premium Equivalent Rate are subject to annual adjustment
Definition of Pay	No change from current plan

Provision	Current Employees and New Hires

Annual Deductibles	<table><tr><th></th><th>Network/PPO/ONA</th><th>Non-Network/Non-PPO</th></tr><tr><td>Ind</td><td>$350</td><td>$900</td></tr><tr><td>Family</td><td>$700</td><td>$1,800</td></tr></table>
	Annual Deductible provisions:
	• Applies to all covered health services, including mental health/substance abuse benefits under the plan.
	• The following costs will never apply towards Deductible:
	  • Network/PPO/ONA preventive care
	  • Any applicable monthly contributions
	  • Prescription drugs
	  • Any charges for non-covered health services
	  • Any penalties for failure to comply with terms of plan (i.e., preauthorization /predetermination)
	  • Charges that exceed eligible expenses
	  • Any charges for services that are exclusions under the plan
	• Actual amount that is applied to the Annual Deductible is calculated on the basis of eligible/allowable expenses.
	• Separate Deductible amounts apply to Network, PPO, ONA, Non-Network, and Non-PPO. Amounts incurred under each option do not cross apply between any other option.
	• With Family coverage, a covered person is eligible to receive benefits once their eligible/allowable expenses satisfy the Individual Deductible amount. The Family Deductible is met once any combination of covered persons' eligible/allowable expenses meet the Family Deductible amount. It is not necessary that any one individual reach the Individual Deductible but no one individual may contribute more than the Individual Deductible amount.

General Copay/Coinsurance	<table><tr><th></th><th>Network/PPO/ONA</th><th>Non-Network/Non-PPO</th></tr><tr><td>Preventive</td><td>$0/0%, Deductible waived</td><td>No Benefit</td></tr><tr><td>Sickness/ Illness</td><td>$0/10%, after Deductible</td><td>$0/40%, after Deductible</td></tr></table> Examples of Coinsurance provisions include: • Applies after applicable Network/PPO/ONA or Non-Network/Non-PPO Deductible amount is satisfied. • Applies to all covered health services, including mental health/substance abuse benefits under the plan. • Does not apply toward Prescription Drugs. • Does not apply toward Network/PPO/ONA preventive services. • Actual amount that is applied to the Coinsurance is calculated on the basis of eligible/allowable expenses. • All Coinsurance applies to applicable Network/PPO/ONA or Non-Network/Non-PPO Out-of-Pocket Maximums.
Office Visit Copay / Coinsurance	<table><tr><th></th><th>Network/PPO/ONA</th><th>Non-Network/Non-PPO</th></tr><tr><td>Preventive</td><td>$0/0%, Deductible waived</td><td>No Benefit</td></tr><tr><td>Sickness/ Illness</td><td>$0/10%, after Deductible</td><td>$0/40%, after Deductible</td></tr></table>
Urgent Care Facility/Professional Services Copay / Coinsurance	<table><tr><th>Network/PPO/ONA</th><th>Non-Network/Non-PPO</th></tr><tr><td>$0/10%, after Deductible</td><td>$0/40%, after Deductible</td></tr></table>
Emergency Room Facility/Professional Services Copay / Coinsurance	<table><tr><th>Network/PPO/ONA</th><th>Non-Network/Non-PPO</th></tr><tr><td>$0/10%, after Deductible</td><td>$0/10%, after Deductible</td></tr></table>
Hospital Inpatient/Outpatient Facility/Professional Services Copay / Coinsurance	<table><tr><th>Network/PPO/ONA</th><th>Non-Network/Non-PPO</th></tr><tr><td>$0/10%, after Deductible</td><td>$0/40%, after Deductible</td></tr></table>
Tests (all tests including x-ray, radiology, lab test, etc) Copay / Coinsurance	<table><tr><th></th><th>Network/PPO/ONA</th><th>Non-Network/Non-PPO</th></tr><tr><td>Preventive</td><td>$0/0%, Deductible waived</td><td>No Benefit</td></tr><tr><td>Sickness/ Illness</td><td>$0/10%, after Deductible</td><td>$0/40%, after Deductible</td></tr></table>
Lifetime Maximum Benefit	No change from current plan
Mental Health/Substance Abuse (MH/SA) Copay / Coinsurance	<table><tr><th></th><th>Network/PPO/ONA</th><th>Non-Network/Non-PPO</th></tr><tr><td>Out-Patient and In-Patient</td><td>$0/10%, after Deductible</td><td>$0/40%, after Deductible</td></tr></table> Limits on number of visits and dollar amount caps will no longer apply for inpatient and outpatient mental health/substance abuse benefits under the plan.

Provision	Current Employees and New Hires

Annual Out-of-Pocket Maximums (OOP)	Out-of-Pocket Maximum Amounts (excluding Annual Deductible)
	Ind: Network/PPO/ONA $1,000; Non-Network/Non-PPO $3,000
	Family: Network/PPO/ONA $3,000; Non-Network/Non-PPO $6,000
	
	Out-of-Pocket Maximum provisions:
	• Applies to all covered health services, including mental health/substance abuse benefits under the plan.
	• The following costs paid by the participant apply towards the applicable Network/PPO/ONA or Non-Network/Non-PPO Out-of-Pocket Maximum amounts:
	  • Coinsurance
	• The following costs will never apply towards Out-of-Pocket Maximum nor be paid for by the plan after the Out-of-Pocket Maximum is satisfied:
	  • Deductibles
	  • Prescription Drug copays
	  • Any applicable monthly contributions
	  • Any charges for non-covered health services
	  • Any penalties for failure to comply with terms of plan (i.e., preauthorization /predetermination)
	  • Charges that exceed eligible expenses
	  • Any charges for services that are exclusions under the plan
	• The amount that is applied to the Out-of-Pocket Maximum is calculated on the basis of coinsurance.
	• Separate Out-of-Pocket Maximum amounts apply to Network, PPO, ONA, Non-Network, and Non-PPO. Amounts incurred under each option do not cross apply between any other option.
	• With Family coverage, a covered person has satisfied the Out-of-Pocket Maximum once their coinsurance satisfy the Individual Out-of-Pocket Maximum amount. The Family Out-of-Pocket Maximum is met once any combination of covered persons' coinsurance meet the Family Out-of-Pocket Maximum amount. It is not necessary that any one individual reach the Individual Out-of-Pocket Maximum amount but no one individual may contribute more than the Individual Out-of-Pocket Maximum amount.

Prescription Drug Program (Rx)	Deductible
	None
	
	Out-of-Pocket Maximum
	Individual $900; Family $1,800
	
	Out-of-Pocket Maximum provisions:
	• Applies to all Network prescription drug copays.
	• The following costs will never apply towards Out-of-Pocket Maximum or are paid for by the plan after the Out-of-Pocket Maximum is satisfied:
	  • Any medical or mental health/substance abuse expenses
	  • Any applicable monthly contributions
	  • Any charges for non-covered prescription drugs
	  • Any penalties for failure to comply with terms of plan (i.e., mandatory generic penalty)
	  • Any charges for prescription drugs that are exclusions under the plan
	• The amount that is applied to the Out-of-Pocket Maximum is the Network prescription drug copays.
	• With Family coverage, a covered person has satisfied the Out-of-Pocket Maximum once their copays satisfy the Individual Out-of-Pocket Maximum amount. The Family Out-of-Pocket Maximum is met once any combination of covered persons' prescription drug copays meet the Family Out-of-Pocket Maximum amount. It is not necessary that any one individual reach the Individual Out-of-Pocket Maximum amount but no one individual may contribute more than the Individual Out-of-Pocket Maximum amount.
	
	Retail – Network Copays
	Generic $10
	Formulary $20
	Non-formulary $40
	
	Retail – Non-Network Copays
	Participant pays the greater of the applicable Network copay or balance remaining after the plan pays 75%.
	
	Mail Order Copays
	Generic $20
	Formulary $40
	Non-formulary $80
	
	The provisions under the AT&T Medical Plan regarding the following will apply:
	• Mandatory mail order for maintenance Rx – Applies after second fill at retail.
	• Specialty pharmacy program
	• Personal Choice – 100% participant-paid
	• Mandatory Generic
	
	Current Smoking Cessation benefits will continue to apply.

Provision	Current Employees and New Hires
Employee Assistance Plan	
Plan	No change from current plan
Visit Limit	No change from current plan
Disability	
Plan	No change from current plan
Short Term Disability (STD)	No change from current plan
Long-Term Disability (LTD)	No change from current plan
Leaves of Absence (LOAs)	
Plan	No change from current plan
Types of LOAs	No change from current plan
Dental	
Plan	No change from current plan
Eligibility	No change from current plan
Active (Full-Time) Monthly Contributions	No change from current plan
Active (Part-Time) Monthly Contributions	No change from current plan
Deductible	No change from current plan
Annual Maximum Benefit	No change from current plan
Orthodontic Lifetime Maximum	No change from current plan
Coverage Levels	No change from current plan
Vision	
Plan	Ameritech Vision Care Plan – No change from current plan • Vision Care option • Vision Plus option
Eligibility	Vision Care option – No change from current plan Vision Plus option – 100% of Premium Equivalent Rate * (Access Only – no Company subsidy) * Note: Contribution amounts subject to annual adjustment based on new Premium Equivalent Rates as they change year over year.
Active (Full-Time) Monthly Contributions	Vision Care option – No change from current plan Vision Plus option – 100% of Premium Equivalent Rate * (Access Only – no Company subsidy) * Note: Contribution amounts subject to annual adjustment based on new Premium Equivalent Rates as they change year over year.
Active (Part-Time) Monthly Contributions	Vision Care option - No change from current plan Vision Plus option – 100% of Premium Equivalent Rate * (Access Only – no Company subsidy) * Note: Contribution amounts subject to annual adjustment based on new Premium Equivalent Rates as they change year over year.
Coverage Levels	Vision Care option – No change from current plan Vision Plus option – No change from current plan

Provision	Current Employees and New Hires
Flexible Spending Account (FSA)	
Plan	AT&T Flexible Spending Account Plan • Pre-Tax Premium Option • Health Care FSA • Dependent Care FSA
Contribution Minimum/Maximums	Health Care FSA $100/$10,000 per year Dependent Care FSA $100/$5,000 per year
CarePlus	
Plan	No change from current plan
Monthly Contributions	No change from current plan
General Benefits	No change from current plan
Life Insurance	
Plan	• AT&T Medical and Group Life Insurance Plan – Group Life Insurance • AT&T Supplementary Group Life Insurance Program • AT&T Dependent Group Life Insurance Program
Active Benefits	• Basic: 1X Annual Pay, Employer paid • Supplemental: Up to 6X Annual Pay, Employee paid • Accidental Death and Dismemberment (AD&D) Basic: 1X Annual Pay, Employer paid • AD&D Supplemental: Up to 6X, Employee paid • Dependent Child: $1.5K, $3K, $5K, $10K, $15K, Employee paid • Spouse: $10K, $25K-$150K in $25K increments, Employee paid • No Evidence of Insurability (EOI) for Spouse coverage of $10K during initial enrollment period. Otherwise, EOI required for any enrollment or increase • No EOI for Child coverage at anytime for initial or increase * Note: Contribution amounts are subject to annual adjustment.
Definition of Pay	• Annual Pay is the Employee's Rate of Pay in effect the first business day of September of the immediately preceding Plan Year for current Participants, or the eligibility date for newly eligible participants, or the last day of active payroll for Retirees/LTD Recipients. • Annual Rate of Pay includes base wages, targeted commissions, team award, individual discretionary award, and miscellaneous pay, where applicable.
Long-Term Care	
Plan	AT&T Consolidated Long-Term Care Insurance Plan
Coverage	100% Participant-paid Various options
Adoption	
Plan	No change from current plan
Coverage	No change from current plan
Commuter	
Plan	AT&T Commuter Benefit Program
Coverage	Pre-tax deductions for parking and mass transit. 2009 IRS limits: $230 parking; $230 mass transit. Eligible expenses and monthly limits follow Internal Revenue Code Section 132 Regulations. Note: Annual adjustments apply.

Provision	
Retiree Provisions	Effective 1/1/2010: Applicable for the term of the Agreement to Eligible Retired Employees who terminate during the term of the Agreement. The exceptions identified for Employees above apply except for the provisions noted below.
Medical	
Retiree (Full-Time) Monthly Contributions	Eligible Retired Employees, shall be eligible to participate in the following: New Hires and Converted Temp/Term Employees Ameritech Comprehensive Health Care Plan as described in Attachment B with the following exceptions: Contributions: • Eligible Retired Employees who are Non-Medicare eligible will pay 50% of total cost of coverage • Eligible Retired Employees who are Medicare eligible are ineligible for coverage Current Employees Ameritech Comprehensive Health Care Plan as described in Attachment B
Retiree (Part-Time) Monthly Contributions	New Hires and Converted Temp/Term Employees Ameritech Comprehensive Health Care Plan as described in Attachment B with the following exceptions: Contributions: • Eligible Retired Employees who are Non-Medicare eligible will pay 50% of total cost of coverage • Eligible Retired Employees who are Medicare eligible are ineligible for coverage Current Employees Ameritech Comprehensive Health Care Plan as described in Attachment B Contributions: Same as Full-Time Current Employees who retire
Medicare Part-B Premium Reimbursement	New Hires and Converted Temp/Term Employees Not Eligible Current Employees No change from current plan
Definition of Pay	No change from current plan
Health Reimbursement Account (HRAs)	
	New Hires None Current Employees (Non-Medicare only) Company provided annual HRA amount per Current Employee: • enrolled in Company medical plan excluding HMOs • based on medical coverage tier elected Coverage Tier / 2010 / 2011 / 2012 Ind / $850 / $150 / $0 Family / $1700 / $300 / $0
CarePlus	
Eligibility	Eligible Retired Employees shall be eligible to participate in CarePlus at the same contribution level as Actives.
Dental	
Retiree (Full-Time) Monthly Contributions	Eligible Retired Employees, shall be eligible to participate in the following: New Hires and Converted Temp/Term Employees Ameritech Dental Expense Plan Contributions: • Eligible Retired Employees who are Non-Medicare eligible will pay 50% of total cost of coverage • Eligible Retired Employees who are Medicare eligible are ineligible for coverage Current Employees Ameritech Dental Expense Plan No change from current plan
Retiree (Part-Time) Monthly Contributions	New Hires and Converted Temp/Term Employees Ameritech Dental Expense Plan Contributions: • Eligible Retired Employees who are Non-Medicare eligible will pay 50% of total cost of coverage • Eligible Retired Employees who are Medicare eligible are ineligible for coverage Current Employees Ameritech Dental Expense Plan Contributions: Same as Full-Time Current Employees who retire

Provision	
Life Insurance	
Retiree Basic Life (Company Paid)	New Hires and Converted Temp/Term Employees $15,000 Retiree Basic Life Current Employees 1X Annual Pay Note: For the purposes of Retiree Basic Life only, Annual Pay: • Is the Employee's Rate of Pay as of 12/31/2009. • Includes base wages, targeted commissions, team award, individual discretionary award, and miscellaneous pay, where applicable
Supplemental Life (Retiree Paid)	Due to the reduction in Basic Life Insurance from 1x Annual Pay while active to $15,000 Basic Life coverage available upon termination, New Hires and Converted Temp/Term Employees may add 1X annual pay to Supplemental Life coverage in effect at termination
Definition of Pay	• Annual Pay is the Employee's Rate of Pay in effect the first business day of September of the immediately preceding Plan Year for current Participants, or the eligibility date for newly eligible participants, or the last day of active payroll for Retirees/LTD Recipients. • Annual Rate of Pay includes base wages, targeted commissions, team award, individual discretionary award, and miscellaneous pay, where applicable.
Vision	
Retiree Vision	Eligible Retired Employees, shall be eligible to participate in the: AT&T Retiree Vision Care Plan or the Vision Plus option paying 100% of the Premium Equivalent Rate (no Company subsidy)
Monthly Retiree Contributions	The following Retiree and Dependent Vision contributions will apply. Retiree pays 100% of the Premium Equivalent Rate (no Company subsidy) AT&T Retiree Vision Care Plan 100% of Premium Equivalent Rate * (Access Only – no Company subsidy) Projected 2010 Retiree Monthly Contribution amounts* : Participant Contributions Ind $4.12 Ind +1 $7.51 Family $10.87 * Note: Contribution amounts subject to annual adjustment based on new Premium Equivalent Rates as they change year over year. Vision Plus Option 100% of Premium Equivalent Rate * (Access Only – no Company subsidy) Projected 2010 Retiree Monthly Contribution amounts* : Participant Contributions Ind $12.87 Ind +1 $23.17 Family $36.04 * Note: Contribution amounts subject to annual adjustment based on new Premium Equivalent Rates as they change year over year.

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

Plan Designs for Eligible Retired Employees

	Pre Medicare Eligible	Post Medicare Eligible	
	Legacy MW PPO w/ Blended Cap	Regional Medical Plan (as amended)	Legacy MW Non-PPO
Medical Components			
Monthly Contributions	See Note	None	None
Deductibles (Network)	No Change	$400 / $800	No Change
Coinsurance (Network/Non-Network)	No Change	10% / 50%	No Change
OOP Max (Network)	No Change	$1,000 / $3,000	No Change
OOP Max Type	No Change	Individual Basis	No Change
Copays			No Change
Office Visits	No Change	None	No Change
Hospital ER	No Change	None	No Change
Hospital Admission	No Change	None	No Change
Rx Components			
Contributions	None	None	None
	$50 (retail) per Ind	2010 - $75 2011 - $125 2012 - $175	2010 - $75 2011 - $125 2012 - $175
Deductibles	None	None	None
Coinsurance	$1,500/$3000 (applies to Generic and Formulary)	$1,500/$3000 (applies to Generic and Formulary)	$1,500/$3000 (applies to Generic and Formulary)
OOP Max (Network)	Individual Basis	Individual Basis	Individual Basis
OOP Max Type	2010 Actual (Max)	2010 2011 2012	2010 2011 2012
Copays	$8 ($14)	$10 $10 $11	$10 $10 $11
Retail Generic	$26 ($28)	$30 $30 $33	$30 $30 $33
Retail Formulary	$50 ($56)	$50 $50 $55	$50 $50 $55
Retail Non-Formulary	$17 ($28)	$20 $20 $28	$20 $20 $28
Mail Generic	$54 ($56)	$75 $75 $83	$75 $75 $83
Mail Formulary	$108 ($112)	$125 $125 $138	$125 $125 $138
Mail Non-Formulary			

Notes:

Retirees are subject to a Defined Dollar Benefit Cap established at $12,500 per retiree annually through December 31, 2012.
Per Retiree Costs shall be calculated annually based on plan performance for non-Medicare eligible retirees subject to the cap.
Per Retiree Costs will be done on a blended basis and only includes those that are subject to the cap.
The amount of the monthly contribution for each upcoming year will be announced before the annual open enrollment.

Medical components will be consistent with the current Regional Medical Plans with the provisions noted in the chart and including:
Non-Network deductibles and Out Of Pocket Maximums = 3x Network amounts
Deductibles and Out Of Pocket Maximums are integrated for all medical services, including mental health/substance abuse services
Once the deductibles are met, coinsurance applies to all medical services including mental health/substance abuse services
MW Medicare Eligible must be in Non-PPO plan option

Current Plan Designs Will Apply Subject to the Modifications Summarized in the Chart

ARTICLE 17

SCHEDULING AND PAYMENT FOR TIME WORKED

Scheduling

See Article 27 for provisions applicable to specified Operator Services job titles.

17.01 Insofar as service requirements and the conditions of the business permit, selection of schedules for tours shall be when practical by seniority. The responsibility for determining the requirements and conditions rests solely with the Company. However, the length of the schedule selection may be determined locally by the Union and the Company. No provision of this Agreement will constitute a guarantee as to the minimum or maximum number of hours of work per week which may be required on the part of any employee.

17.02 Not later than 3:00 p.m. on Thursday of each week, assignments for the next calendar week shall be posted or otherwise be made available to show the assigned tours each employee is to work during the following week.

17.03 Assignments will be adhered to unless the Company determines that service requirements and business conditions dictate otherwise. Should the Company make shift or tour assignment changes after 3:00 p.m. on Thursday of the preceding week, the hours outside of the originally scheduled shift or the changed tour day(s) will be paid at the premium rate without shift differential but otherwise considered as scheduled. Shift differentials will be included in the computation of such premium rate when the changed shift or tour would have been paid for at the premium rate or when the worked shift occurs on Sunday.

17.04 Changes, at the employees' request or by local agreement, will be granted if service requirements and conditions of the business permit provided that such requests or agreements do not violate the terms of this Agreement.

17.05 Daylight Savings Time

(A) On the night the change is made from Standard Time to Daylight Savings Time, no deduction in pay shall be made for shifts scheduled to end after 2:00 a.m. for employees whose actual hours of work are reduced by one (1) hour.

(B) On the night the change is made from Daylight Savings Time to Standard Time, an employee scheduled to work a shift ending after 2:00 a.m. may be assigned to work until the clock hour end of their assigned shift. This additional hour shall be paid in accordance with Section: Overtime & Premium Pay.

Lunch Period

See Article 27 for additional provisions applicable to specified Operator Services job titles.

17.06 A lunch period, not to exceed 1 hour, will be granted to employees except when their job assignment requires continuous duty. In the event of such continuous duty, the employee will be permitted reasonable paid time to eat on the job.

17.07 If taken, the normal lunch period for full-time employees shall be non-paid between one-half (1/2) hour and one (1) hour in duration and shall be taken between the third (3rd) and sixth (6th) hour of a shift, as scheduled by the Company.

Overtime & Premium Pay

17.08 The basic hourly wage rate including applicable differentials shall be paid for all time worked, except where overtime rates or premium rates are specifically provided for elsewhere in this Agreement.

17.09 Overtime hours worked shall be paid at the rate of one and one-half (1 1/2) times the basic hourly wage rate including applicable differentials except as provided in paragraph 17.10 below.

17.10 Hours worked in a calendar week which exceed forty-nine (49) shall be paid at the rate of two (2) times the basic hourly wage rate including applicable differentials, except as otherwise provided herein.

17.11 A premium payment at the rate of one and one-half (1 1/2) times the basic hourly wage rate including applicable differentials shall be paid to employees for hours worked as scheduled Sunday shifts. Premium payments for Holidays will be paid as described in Article 21, Recognized Holidays.

17.12 No combination of overtime, premium and/or any other payments for time worked and/or any payments for time not worked, may produce an effective rate greater than two and one-half (2 1/2) times an employee's basic hourly wage rate excluding applicable differentials.

17.13 For the purpose of crediting time not worked towards an employee's eligibility for overtime payments (as defined in paragraphs 17.09 & 17.10 above) only the following absences during a scheduled shift shall be considered:

- Illness (Paid)
- Death in Family (Paid)
- Jury or Other Court Duty (Paid)
- Severe Weather (if employee reports to work)

- Visit to Medical Facility or Company-Designated Physician at Company's Request
- Travel Time at Company's Request
- Civic Affairs (such as Community Fund, Red Cross, Etc.) when Assigned by Company
- Joint Meetings with the Company including Joint Union-Company Committee Meetings, Grievance Meetings and Union-Management Review Board Meetings
- Absence for Union Business (Unpaid)
- Vacation Days
- Recognized Holidays
- Excused Work Days (Paid and Unpaid)
- Excused Time Requested by Company
- Collective Bargaining with the Company
- Sickness and Accident Disability (Paid)
- Leave of Absence (Paid)

17.14 The Company will distribute overtime as fairly as is practicable between employees within the work group affected by such overtime, or as locally agreed.

Call Outs

17.15 When an employee is called outside of his/her regularly scheduled shift for immediate reporting, pay will begin with the time called and continue until the employee returns home unless the time worked continues into the employee's next scheduled shift. Should the assignment continue into the employee's next scheduled shift, the employee will only be compensated for the time actually worked and reasonable travel time from his/her residence using the most direct route. A minimum of two (2) hours pay at the overtime rate will be paid unless the call occurs less than two (2) hours before the start of the employee's next scheduled shift.

Out-Of-Hours Calls

17.16 When an employee is called by telephone, outside of his/her regular shift, while on vacation or on a non-scheduled day, to discuss matters related to the job and the call has been authorized by management, the employee will be paid an out-of-hour call differential of Fifteen Dollars ($15) for discussions taking from one (1) to thirty (30) minutes. Discussions which take in excess of thirty (30) minutes shall be compensated at the employee's basic hourly wage rate or at the overtime or premium rate if applicable. This differential does not apply if the call is made to arrange or cancel overtime or if the employee is receiving an on call differential.

17.17 If an out-of-hours call is prompted by the error or omission of the employee, no payment shall be made.

Work Done By Supervisors

17.18 Supervisory employees will normally perform supervisory duties. Nothing herein is intended, however, to prevent supervisory employees from receiving or giving training.

ARTICLE 18

TREATMENT OF TIME NOT WORKED

Absence - General Pay Treatment

18.01 Employees shall not receive payment for scheduled time not worked except as provided elsewhere in this Collective Bargaining Agreement.

18.02 An employee who is unable to report for duty for any reason shall notify his or her supervisor, if possible, prior to the scheduled starting time of his/her shift.

Personal Illness

18.03 Payments to a regular employee for absence due to the employee's personal illness shall be made in accordance with the following:

(A) If an employee with one (1) year or more of service reports to work and becomes ill during his/her shift, the time not worked during the remaining hours of the shift shall be paid for at his/her basic wage rate, plus applicable shift differential for which the employee is eligible pursuant to Article 19, Differentials, Section: Shift Differential.

(B) If an employee with less than one (1) year of service reports to work and becomes ill during his/her shift, the time not worked during the remaining hours of the shift will be unpaid.

(C) Except as specified in (A) and (B) above, payment for personal illness absence during the first seven (7) consecutive days of absence will be as follows:

Years of Service	Illness Payment Starts
5 and over	1st full day
2 and less than 5	2nd full day
1 and less than 2	3rd full day
Less than 1	No Pay

Absences of longer than seven (7) consecutive days will be governed by the Sickness and Accident Disability Plan.

(D) The first full shift (other than non-scheduled sixth shifts) for which an employee does not report or is unable to begin work because of personal illness shall be considered as the first day of absence for illness pay purposes. If after the first day of such absence, the employee returns to duty and is subsequently unable to report for duty on a shift (other than non-scheduled sixth shifts) because of personal illness, the latter day of absence shall be considered as the first day of absence for illness pay purposes, and any subsequent returns to duty and absences because of personal illness shall be similarly treated.

Death In Family

18.04 Payments for absence due to a death in the family may be allowed for full-time or part-time employees with a minimum of nine (9) months service as described below. Pay for this purpose shall include applicable shift differentials for which the employee is eligible pursuant to Article 19, Differentials, Section: Shift Differential.

18.05 Employees absent due to death of a child, step-child, spouse or Registered Domestic Partner, parent or any relative listed in paragraph 18.06 or 18.07 who resides in the same house with the employee will be excused from duty without loss of pay for up to a maximum of three (3) work days (including travel time) beginning with the day of death through the day of the funeral. In addition, in the event of a death as noted herein, employees shall upon request be excused from scheduled time for two (2) additional unpaid days. Paid Vacation Days or Excused Work Days may be substituted for these days at the employee's option.

18.06 Except as provided for in paragraph 18.05, employees absent due to the death of a step-parent, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent or grandchild will be excused from duty without loss of pay for up to a maximum of two (2) work days (including travel time) beginning with the day of death through the day of the funeral. In addition, in the event of a death as noted herein, employees shall upon request be excused from scheduled time for two (2) additional unpaid days. Paid Vacation Days or Excused Work Days may be substituted for these days at the employee's option.

18.07 Except as provided for in paragraph 18.05 employees absent due to the death of a brother-in-law, sister-in-law, or spouse's grandparent will be excused from duty without loss of pay for up to one (1) work day (including travel time) beginning with the day of death through the day of the funeral.

18.08 The maximum number of paid days referred to in paragraphs 18.05, 18.06 and 18.07 above normally shall be increased by one (1) for travel time if an employee

attends a funeral which is held more than two hundred (200) miles from the employee's normal work location.

18.09 In no event, shall an employee receive payment for a day per paragraphs 18.05, 18.06 or 18.07 above, if the employee would otherwise be paid for that day (such as holiday, vacation or disability) or not be expected to report for work on that day (such as when on leave of absence or layoff).

Jury Or Other Court Duty

18.10 Employees under subpoena or summons shall receive regular pay for time lost on account of jury or other court duty without deduction for any amount received from civil authorities, except that fees received by an employee in connection with a legal action directly or indirectly pertaining to Company matters or Company record become the property of the Company. The employee should notify the Company of the jury or other court duty as soon as possible. Employee hours will be changed to coincide with the above mentioned obligatory jury or other court duty assignment. When employees' shifts/tours are rescheduled for this purpose, no premium will be paid for shift/tour change.

18.11 Evening and night shift employees who are expected to attend such jury or other court duty during the day are not expected to work their scheduled evening or night shifts. Pay for this purpose shall include applicable shift differentials for which the employee is eligible pursuant to Article 19, Differentials, Section: Shift Differential. If such jury or other court duty continues into a second calendar week, the Company may re-schedule an employee who normally works an evening or night shift to a day shift, without differential.

18.12 "Other Court Duty", as referred to in this Section, is intended to cover those circumstances where an employee acts in the interest of good citizenship such as when an employee who is a witness to an accident, assault, robbery, etc. is requested to appear in court as a witness. The employee's appearance would qualify as "Other Court Duty" since such an appearance is considered to be meeting a civic responsibility.

18.13 Notwithstanding any of the above, "Other Court Duty" as referred to in this Section, does not include lost time associated with criminal or civil actions, whether under subpoena or summons or not, if the employee is a plaintiff or defendant, or is otherwise a direct or indirect party to the action. Absence requests for court appearances in connection with such matters are considered personal, however, employees may be excused without pay.

18.14 Employees involved with any jury or other court appearances must report back to work immediately upon being released from attendance at court that day, unless otherwise directed by management.

18.15 Employees completing jury or other court appearances, must obtain documentation of attendance and provide this to management upon return to work.

Voting

18.16 If necessary to allow the employee a reasonable opportunity to vote, time off without pay will be granted. Application for such time off must be made prior to election day.

Severe Weather

18.17 During severe weather employees will be required to be available for such work as may be necessary to maintain telephone service or such other work as may be assigned.

18.18 If an employee is excused for the remainder of his/her shift because no work assignment can be provided, no scheduled time will be lost. Such excused time will be paid on the same basis as though performing productive work including applicable shift differentials pursuant to Article 19, Differentials, Section: Shift Differential.

ARTICLE 19

DIFFERENTIALS

Shift Differential

See Article 27 for provisions applicable to specified Operator Services job titles.

19.01 Employees whose hours on a scheduled shift, which is part of their normal work week, fall outside of 6:00 a.m. and 7:00 p.m. will receive ten percent (10%) per hour as shift differential in addition to their basic wage rate for all hours worked.

19.02 Employees whose hours on a sixth or seventh shift fall outside of 6:00 a.m. and 7:00 p.m. will receive ten percent (10%) per hour as shift differential in addition to their basic wage rate.

19.03 Employees normally working a night shift, set forth in paragraph 19.01 above, will be paid an hourly shift differential for scheduled time not worked, only in the following instances and under the following conditions:

- Illness (Paid)
- Death In Family (Paid)
- Jury or Other Court Duty (Paid), however, if such absence continues into a second calendar week, the Company may reschedule the employee to a day shift

- Severe Weather, if employee reports to work
- Vacations, if shift differential has been received by the employee for one (1) week or more immediately prior to the beginning of the vacation period
- Recognized Holidays
- Excused Work Days (Paid)

19.04 A shift differential shall not be paid for any day shift that extends into a night shift due to an employee working overtime.

19.05 Employees who work three (3) or more scheduled night shifts in a calendar week shall be paid shift differential for each day shift worked including sixth and seventh shifts.

19.06 Employees normally working a night shift will be paid an hourly shift differential for scheduled time worked outside their normal assignments, only in the following instances and under the following conditions:

- Joint Meetings with the Company including Joint Union-Company Committee Meetings, Grievance Meetings and Union-Management Review Board Meetings.

- Company initiated training, if shift differential has been received by the employee for two (2) weeks immediately prior to the beginning of the training assignment.

Temporary Assignment

19.07 An employee who is temporarily assigned to a higher paid job title within the Bargaining Unit will be paid as follows:

(A) Assignments made in the first half-shift which do not extend into the second half-shift shall be paid one-half (1/2) of the daily temporary assignment differential set forth in paragraph 19.08 below.

(B) Assignments made in the first half-shift which extend into all or part of the second half-shift shall be paid the full daily temporary assignment differential set forth in paragraph 19.08 below.

(C) Assignments made in the second half of a shift shall be paid one-half (1/2) of the daily temporary assignment differential set forth in paragraph 19.08 below regardless of the length of the shift.

19.08 The daily temporary assignment differential shall be an amount equal to the difference in the maximum daily wage rate between the job title to which the employee is temporarily assigned and the job title to which the employee is regularly assigned.

19.09 Whenever an employee is temporarily assigned to perform job duties of a job title rated lower than his/her regular job, except as otherwise stated in this Agreement, the employee shall not suffer a reduction of their basic wage rate and shall be eligible for applicable differentials of the new assignment.

19.10 Temporary assignments shall not be made for longer than a six (6) month period in a calendar year, but may be extended as circumstances warrant upon mutual agreement between management and the Local Union involved.

Lead Person

19.11 The Company may, if it deems necessary, appoint a qualified non-management employee to act as a Lead Person. A Lead Person may lead the efforts of other employees in the Bargaining Unit or may do the work normally performed by a non-supervisory management employee. An employee so appointed may continue to perform Bargaining Unit work during such assignment. Such employee shall not take disciplinary action, prepare performance appraisals or make value judgments regarding other employees' performance.

19.12 When practical, the group to be considered in the appointment of a Lead Person will consist of those employees in the same work group. Selection of a Lead Person will be made on a seniority or rotational basis, as determined locally between the Local Union and the Company, from those employees who volunteer and are qualified and available at the time the selection procedure begins. The Company shall determine those employees who are qualified and available for such assignment.

19.13 An employee so temporarily assigned shall receive a Lead Person differential of Fourteen Dollars ($14.00) per day for each day worked as a Lead Person.

19.14 Prior to the commencement of the assignment, the employee shall be told whether the appointment will be on a daily, weekly or longer basis. However, the assignment may be terminated earlier based upon the needs of the business.

On Call

19.15 The Company may assign qualified employees from among those who volunteer, on a rotational basis, to be "on call" with a pager or another type of notification device and to be available for out-of-hours work on a daily or weekly basis.

19.16 When so assigned, the employee will carry the pager or notification device at all times from the end of his/her shift to the beginning of his/her next scheduled shift. In addition to payment for any time worked, the employee will be paid a differential of Twenty Dollars ($20) for each day the employee is "on call".

ARTICLE 20

CLASSIFICATION AND TREATMENT OF REGULAR PART-TIME EMPLOYEES

20.01 The classification of a regular part-time employee is based on the employee's "part-time equivalent work week" which shall be determined prospectively by dividing the employee's total normally scheduled hours per month by 4.35 and rounding the result to the next higher whole number. (Illustration: 68 hours per month divided by 4.35 equals 15.6, rounded to a "part-time equivalent work week" classification of 16.)

20.02 The "part-time equivalent work week" classification of each regular part-time employee shall be reviewed by the Company no less often than every six (6) months on April 1 and October 1 of each year and adjusted on a prospective basis, if appropriate. In determining whether such adjustment is appropriate, the Company will consider the actual average number of hours worked per month (excluding overtime hours) during the preceding six (6) month period and the likelihood that such number of work hours will continue for a reasonably foreseeable period of time. Classification review information will be provided to the Union.

20.03 Where applicable, payments to a regular part-time employee under Company benefit plans shall be prorated based on the relationship of the individual part-time employee's "part-time equivalent work week" classification to a forty (40) hour work week. A regular part-time employee shall not be paid for time not worked for absence due to sickness (not under the "AT&T Retirement & Savings Plan" and/or the "Ameritech Sickness and Accident Disability Plan" or their successor Plans), unless such absence due to sickness occurs on a day of the week on which the employee is scheduled to work. Regular employees who are on the active payroll of the Company as of December 31, 1980, and who works part time on or after January 1, 1981, shall thereafter continue, during the current term of employment, to receive payments for the benefits and other items listed above on the same basis as was applicable to a part-time employee on December 31, 1980.

20.04 Benefit levels and associated premium payments for regular part-time employees are defined in the Company benefit plans. Regular employees who were on the active payroll of the Company as of December 31, 1980, shall continue to be eligible for such coverage on the same basis as a regular full time employee regardless of classification.

20.05 Except for payment for overtime hours worked, all hours worked by a regular part-time employee in an Emerging Product Center (EPC) and any equivalent service center operation, shall be paid at the equivalent basic hourly wage rate for a comparable regular full-time employee working a normal daily shift in the same job title, classification and work group. Payment to such a regular part-time

employee for hours worked in excess of an equivalent normal daily shift or work week for a comparable regular full-time employee shall be at the applicable overtime rate for a comparable regular full-time employee based on such regular part-time employee's basic hourly wage rate. Any regular employee who was on the payroll of the Company on December 31, 1980, and who works part-time on or after January 1, 1981, shall thereafter continue, during the current term of employment, to be paid on the same basis as was applicable to such part-time employee on December 31, 1980.

20.06 Except for payment for overtime or premium hours worked, all hours worked by a regular part-time employee* shall be paid at the equivalent basic hourly wage rate including applicable differentials for a comparable regular full-time employee.

20.07 Overtime hours worked shall be paid at the rate of one and one-half (1½) times the basic hourly wage rate including applicable differentials*. Overtime is as defined in Article 2, Definitions, Section: Scheduling & Wage Related.

20.08 A premium payment at the rate of one and one-half (1½) times the basic hourly wage rate including applicable differentials shall be paid to part-time employees* for hours worked as scheduled Sunday Shifts. Premium is as defined in Article 2, Definitions, Section: Scheduling & Wage Related.

20.09 Regular part-time employees scheduled to work on a Recognized Holiday may be excused without pay for time not worked to the extent that service requirements will permit and without loss of the Holiday Allowance payment.

20.10 A Holiday Allowance will be paid on the basis of one-fifth (1/5) of the average weekly hours, rounded to the nearest quarter hour, based on the employee's "part-time equivalent work week" that is actually worked. The "part-time equivalent work week" is reviewed every six (6) months on April 1 and October 1 of each year and adjusted on a prospective basis, if appropriate.

20.11 Regular part-time employees absent without pay, other than for Company excused absences, on either the employee's last scheduled work day before the Recognized Holiday or the employee's first scheduled work day after the Recognized Holiday shall not be paid a Holiday Allowance.

20.12 A regular part-time employee who works a holiday shift will be paid:

(A) A Holiday Allowance as defined in paragraph 20.10, and

(B) A holiday premium payment* consisting of one and one-half (1½) times the basic hourly wage rate including applicable differentials, for hours worked inside the employee's normally scheduled shift.

(C) A Holiday premium payment rate* of two and one-half (2½) times the basic hourly wage rate including applicable differentials for hours worked outside the employee's normally scheduled shift. This premium is not to be combined with other premiums to produce an effective rate greater than two and one-half (2½) times the basic wage rate excluding applicable differentials.

20.13 Regular part-time employees, when eligible, shall receive shift differential* in accordance with Article 19, Section: Shift Differential.

20.14 Regular part-time employees, regardless of work week classification, shall be eligible for Excused Work Days and Day-At-A-Time vacation days as provided in Article 22, Excused Work Days and Article 23, Vacations, Section: Day-At-A-Time. However, payment for such days shall be on the basis of one fifth (1/5) of the average weekly hours, rounded to the nearest quarter hour, based on the employee's "part-time equivalent work week" that is actually worked over the past six (6) months on April 1 and October 1 of each year and adjusted on a prospective basis, if appropriate.

20.15 A regular part-time employee must request a specific day in the calendar year other than a non-scheduled day, a Saturday, Sunday, another Recognized Holiday, Excused Work Day or vacation day to be observed as the employee's Floating Holidays. Those regular part-time employees who work only on Saturday and Sunday may schedule Floating Holidays on a Saturday or Sunday.

*Excluding those regular part-time employees defined in paragraph 20.05 of this Article.

ARTICLE 21

RECOGNIZED HOLIDAYS

21.01 The following are the Recognized Holidays for which regular employees shall be paid a Holiday Allowance consisting of a day's pay at the basic wage rate including applicable shift differential for which the employee is eligible pursuant to Article 19, Differentials, Section: Shift Differential:

New Year's Day
Martin Luther King Jr.'s Birthday*
Good Friday*
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve
Christmas Day

* An eligible employee must select one of these Holidays as a fixed Recognized Holiday. The remaining Holiday will be taken as a Floating Holiday and scheduled in accordance with 21.02 (B) below.

21.02 The following provisions apply to eligibility and scheduling requirements for the Floating Holiday:

(A) A regular employee with at least six (6) months of net credited service on January 1, shall be eligible for and shall designate one (1) Floating Holiday at that time. Employees with less than six (6) months of net credited service on January 1, shall be eligible and shall designate one (1) Floating Holiday and it may be taken after six (6) months of service has been completed.

(B) An eligible regular employee must request specific days in the calendar year other than a non-scheduled day, Saturday, Sunday, another Recognized Holiday, Excused Work Day or vacation day to be observed as the Floating Holiday.

(C) Employees who work on that Floating Holiday will receive pay treatment as described in paragraph 21.10 (A) and (B).

21.03 Recognized Holidays observed Monday through Friday will be included in all basic weekly work schedules.

21.04 When a Recognized Holiday falls on Saturday, employees not scheduled to work will have the option of electing either a paid Holiday Allowance or a day off with pay at their basic wage rate thereafter in the calendar year or during the first four (4) months of the following year as approved by the Supervisor. The day subsequently approved in lieu of the Saturday holiday will be treated as the Recognized Holiday for all purposes and may not be changed or rescheduled. This provision does not apply to Floating Holidays.

21.05 When a Recognized Holiday, falls on a Sunday, the following Monday shall be observed as the Recognized Holiday and shall be treated the same as any Monday on which a Recognized Holiday falls. For pay purposes, the Sunday shall be treated the same as any Sunday on which a Recognized Holiday does not fall.

21.06 Employees may be scheduled for work on Recognized Holidays. The number of holiday shifts scheduled will be kept to the minimum required to meet the needs of the business. Schedules of individuals who will be required to work a Recognized Holiday shall be posted or otherwise made available by 3:00 p.m. on Thursday of the second preceding week.

21.07 Regular full-time employees scheduled to work on a Recognized Holiday may be excused without pay for time not worked to the extent the service requirements will permit without loss of the Holiday Allowance.

21.08 Regular full-time employees absent without pay other than for Company excused absences, on either the employee's last scheduled work day before the Recognized Holiday or the employee's first scheduled work day after the Recognized Holiday shall not be paid a Holiday Allowance.

21.09 If a regular full-time employee is absent from work because of a personal illness on both of the regular work days which immediately precede and follow a Recognized Holiday, the Recognized Holiday shall be considered a day of illness and the entire absence shall be handled as any other illness case.

21.10 A regular full-time employee who works a holiday shift will be paid:

(A) A Holiday Allowance, as defined in paragraph 21.01, and

(B) A Holiday Premium payment consisting of one and one-half (1 ½) times the basic hourly wage rate including applicable differentials for hours worked inside the employee's normally scheduled shift.

(C) A Holiday Premium payment of two and one-half (2 ½) times the basic hourly wage rate including applicable differentials for hours worked outside of the employee's normally scheduled shift. This premium is not to be combined with other premiums to produce an effective rate greater than two and one-half (2 ½) times the basic wage rate excluding applicable differentials.

21.11 If a call out occurs on a Recognized Holiday, a minimum of two (2) hours at the Holiday Premium rate as outlined in paragraph 21.10 (B) and (C) above will be paid, unless the call occurs less than two (2) hours before the start of the employee's next scheduled shift.

21.12 When a Recognized Holiday falls within the employee's paid vacation period, the employee will be allowed to reschedule one (1) day of vacation. Such day shall be scheduled in accordance with Article 23, Vacations. This re-scheduled day shall be considered a vacation day.

21.13 Nothing in this Article requires the Company to change or provide any additional paid holiday(s) in the event the State or Federal government declares, changes, deletes or adds to State or Federally recognized days of observance or commemoration. The Company shall not be obligated to recognize holidays other than those listed in this Article.

ARTICLE 22

EXCUSED WORK DAYS

22.01 Each regular employee who has at least six (6) months of Net Credited Service on January 1 of the respective years, 2010, 2011 and 2012 shall be eligible for four (4) Excused Work Days with pay and one (1) Excused Work Day without pay during each of such years. Each regular employee who has less than six (6) months Net Credited Service on January 1 or who is hired after January 1 of the above respective years shall be eligible for two (2) Excused Work Days with pay and one (1) Excused Work Day without pay to be taken after six (6) months service is completed.

22.02 Employees who do not work on their paid Excused Work Day shall be paid their basic hourly wage rate including applicable shift differentials pursuant to Article 19, Differentials, Section: Shift Differential, provided they are on the active payroll of the Company on that Excused Work Day.

22.03 Excused Work Days may be taken by regular full-time employees in one-half day increments but cannot be pre-scheduled as part of the vacation selection process. One-half day Excused Work Days will be granted on a first come, first served basis, work conditions permitting and shall be one-half of the employee's normal work day. Treatment of one-half Excused Work Days, except as noted above, are subject to other provisions of this Article.

22.04 Two (2) Excused Work Days may be taken by regular full-time employees in increments of two (2) hours, provided, however, that if the length of an employee's scheduled daily shift is not evenly divisible by two (2), the last increment of such Excused Work Day may be less than two (2) hours. Such Excused Work Day cannot be prescheduled as part of the vacation selection process and will be granted on a first come, first served basis, work conditions permitting. Treatment of this two (2) hour incremental Excused Work Day, except as noted above, is subject to other provisions of this Article.

22.05 Employees who are on vacation or absent with pay on their paid Excused Work Day for reasons other than having observed it as an Excused Work Day shall have their paid Excused Work Day rescheduled if a vacation day would have been rescheduled under the same circumstances.

22.06 If employees agree to work on their paid Excused Work Day and the day cannot be rescheduled, they shall be paid as applicable in accordance with the following subparagraphs:

(A) Employees who agree to work before 3:00 p.m. on Thursday of the preceding week shall receive one (1) day's pay as set forth in paragraph 22.02 in lieu of their Excused Work Day and shall in addition be paid in

accordance with the provisions of the Collective Bargaining Agreement covering work on a scheduled day of work.

(B) Employees who agree to work after 3:00 p.m. on Thursday of the preceding week shall receive one (1) day's pay as set forth in paragraph 22.02 in lieu of their Excused Work Day and shall in addition be paid for a changed shift or tour assignment in accordance with Article 17, Scheduling and Payment for Time Worked, Section: Scheduling.

ARTICLE 23

VACATIONS

Eligibility

23.01 Regular employees shall be entitled to vacation with pay as follows:

(A) Two (2) weeks vacation during each vacation year in which such employee's first to sixth service anniversary date falls. In the first year of employment, when an employee completes six (6) months of service he/she will be granted one (1) week of vacation. If the employee completes six (6) months of service and their first service anniversary falls within the same vacation year, only two (2) weeks of vacation shall be granted. The first week may be granted any time after the completion of six (6) months of service, and the second week granted after the completion of twelve (12) months of service. If such employee becomes eligible for a vacation week on or after December 1, such vacation may be "carried over" into the following year.

(B) Three (3) weeks vacation during each vacation year in which such employee's seventh to fourteenth service anniversary date falls.

(C) Four (4) weeks vacation during each vacation year in which such employee's fifteenth to twenty-fourth service anniversary date falls.

(D) Five (5) weeks vacation during each vacation year in which such employee's twenty-fifth and subsequent service anniversary date falls, provided that such employee takes at least one week of such vacation between January 1 and the last full week of April, of such vacation year or between October 1 and December 30, inclusive of such vacation year.

23.02 Vacation pay is based on the employee's basic wage rate including applicable shift differential which the employee has received for at least one (1) full week immediately preceding the vacation period, pursuant to Article 19, Differentials, Section: Shift Differential.

23.03 A "week" is a "calendar week" as defined in Article 2, Definitions.

23.04 When, pursuant to section 23.05 below, an employee schedules a vacation week which begins during the last week of December of the vacation year, the entire vacation week so scheduled shall be taken from the vacation entitlement for the vacation year in which the beginning of the week falls.

Scheduling/Selection

23.05 Regular employees in a work group may select vacations in the order of their seniority as of the date of selection, in so far as work conditions permit. Management shall review its vacation selection guidelines with the appropriate Local President and/or designee by October 15. The vacation schedule composition will allow, at a minimum, one (1) person to take vacation in any given week unless mutually agreed otherwise between the appropriate Local President and/or designee and management. In the event an employee selects a vacation week which begins during the last week of December of the vacation year, any portion of such vacation week which falls in the next vacation year shall be treated as though it occurred in the vacation year in which the week began for purposes of vacation scheduling.

23.06 The selection process used to select available time-off, including vacation time, Excused Work Days (paid and non-paid), Floating Holiday and days in lieu of holiday which falls within scheduled vacation shall be as follows:

(A) Selection shall be by seniority within the appropriate unit and shall be granted to the extent practicable consistent with force requirements and the needs of the business.

(B) Regular employees shall be allowed to select scheduled vacation weeks from those made available. Only full weeks of vacation are included in this first selection priority. Full weeks shall be scheduled in the vacation year except where otherwise provided in this Article. After all employees in the work group have selected the required scheduled full vacation weeks, employees will be allowed a second selection priority to select other time-off which includes day-at-a-time, Excused Work Days, Floating Holiday and day in lieu of holiday for which they are eligible.

(C) Subject to the needs of the business and force requirements of the group, time-off not scheduled during the second selection priority may be selected by an employee on the basis of the earliest request to the employee's immediate supervisor.

(D) Employees transferred (voluntary or involuntary) will be given the option to retain the week(s) as originally scheduled, or re-select from remaining

weeks on the schedule in the group into which the employee was transferred.

(E) The selection process shall be as stated above unless otherwise mutually agreed to by the Local President and Local management.

Day-At-A-Time

23.07 A regular employee who is eligible for two (2) or more weeks of vacation may choose to schedule one of those weeks of vacation to be taken on a day-at-a-time basis. An employee who is eligible for three (3) or four (4) weeks of vacation may choose to schedule one (1) or two (2) weeks of vacation on a day-at-a-time basis. An employee who is eligible for five (5) weeks of vacation may choose to schedule one (1), two (2), or three (3) weeks of vacation on a day-at-a-time basis.

23.08 Regular employees may elect to take up to three (3) days of eligible Day-At-A-Time vacation in one-half (1/2) day increments and will be subject to the same guidelines on one-half (1/2) day Excused Work Days as described in Articles 22.03 and 22.04.

Sickness, Leave During Vacation

23.09 If an employee is absent at the time scheduled for vacation and the employee returns before December 31, the vacation may be rescheduled in the current year or if no time is available, the employee will be paid in lieu of the remaining vacation. If the employee returns after December 31, the employee will be paid in lieu of the remaining vacation. In the case of "carry over" vacation the employee may reschedule the carry over vacation if sufficient time is available in the carry over period. If time is not available or if the employee does not return within the carry over period, the employee will be paid in lieu of the remaining vacation.

23.10 When an absence due to sickness or disability begins during an employee's scheduled vacation and the employee notifies the Company within the calendar week in which the sickness or disability begins, such absence will be treated as vacation and any subsequent consecutive calendar weeks of scheduled vacation will be treated as sickness or disability. When an absence due to sickness or disability begins during a regular employee's scheduled day-at-a-time vacation and the employee notifies the Company that day, the day of notice will be treated as a vacation day. Any subsequent consecutive day-at-a-time vacation will be treated as sickness or disability. Such reclassified vacation time can be rescheduled.

23.11 If vacation is deferred as described in paragraph 23.10 above, the deferred vacation shall be taken as early as practicable, subject to the approval of the employee's supervisor. The Steward will be advised of the decision as soon as is practical after approval has been given.

Carry Over

23.12 Regular employees may elect to carry over any number of their weeks of vacation (either full weeks or day- at-a-time) to the following year subject to the following terms:

(A) In no case shall an eligible employee schedule less than two (2) weeks of vacation in any vacation year.

(B) Any vacation time "carried over" from one vacation year to the next must be scheduled and taken no later than the week beginning with the last Sunday in April of the year into which the vacation time is carried over.

(C) For all vacation time "carried over" from one vacation year to the next, at least a like amount of vacation time for the vacation year into which the vacation time is carried over must also be scheduled and taken no later than the last Sunday in April of the same year.

(D) Employees electing to carry over vacation time must schedule the "carried over" and the "matching" time at the same time the vacation selection for the current year is made.

Payment In Lieu Of

23.13 In case of death, wages associated with an unused portion of a regular employee's scheduled vacation shall be paid to the employee's beneficiary or to the employee's estate.

23.14 Employees who are laid off shall not be eligible for any vacation payment during the period of the layoff. If, however, such employee is laid off before receiving the vacation for which an employee has become eligible in the vacation year of such layoff, such employee shall receive payment equal to and in lieu of such vacation.

23.15 An employee leaving the Company for reasons other than specified in this Article shall receive payment in lieu of any unused portion of the vacation for which such employee is eligible.

ARTICLE 24

AUTOMOBILE MILEAGE EXPENSE

24.01 Employees may elect to receive reimbursement for authorized incidental use of their automobile for Company business at the rate approved by the Internal Revenue Service (IRS) of the United States as a business use deduction per traveled road mile. In the event the IRS increases the standard mileage rate

allowable as a business use deduction from gross income during the term of this Agreement, the Company shall increase the amount of reimbursement accordingly, effective on the first of the month following the effective date of the change by the IRS.

ARTICLE 25

TEMPORARY ASSIGNMENTS

Detailing - Location Assignment

25.01 The Company may direct an employee to start and/or end his/her shift at a Report or Detail Location. If the assignment to a Detail Location is for any reason other than training, the Company shall seek qualified volunteers from the designated work group and job title. If a sufficient number of qualified employees from the designated work group and job title fail to volunteer for the detail assignment, the Company may assign the required number of qualified employees in inverse order of seniority. If the number of qualified volunteers within the designated work group and job title exceeds the number needed, selection will be made on the basis of seniority.

25.02 In the event an employee is sent to a Detail Location in which the basic rate for the job title/job function is different, the employee shall receive the higher of the two (2) basic rates. When an employee is detailed to a job title rated higher than their regular job title at their Report Location, the employee is eligible to receive a Temporary Assignment Differential in accordance with Article 19, Differentials, Section: Temporary Assignment Differential. The employee shall also be eligible for any other applicable differentials and expenses at the Detail Location at the more favorable rate for the employee.

25.03 An employee directed to start and/or end his/her work shift at a Detail Location except as provided elsewhere in this Article, shall be reimbursed by means of a Daily Travel Allowance in lieu of paid travel time or expenses for each day worked in accordance with the following table:

Distance to Detail Location
By Most Direct Route

From Employee's Normal Reporting Location	Daily Travel Allowance
Less than 10 road miles	$00.00
10 but less than 15 road miles	$ 6.00
15 but less than 20 road miles	$13.50
20 but less than 25 road miles	$19.50

25 but less than 30 road miles	$25.50
30 but less than 40 road miles	$31.00

Under no circumstances shall Daily Travel Allowance be paid to an employee for any day or days on which board and lodging is furnished by the Company.

Board, Lodging & Travel

25.04 Employees assigned to a Detail Location over forty (40) road miles by the most direct route from their Report Location may elect board and lodging or a Daily Travel Allowance of Forty-Five Dollars ($45.00). The employee must state such election when they are directed to the Detail Location and such election, when made, shall be effective for a minimum of two (2) scheduled days. The employee may change their election, to be effective for a period of a scheduled tour, by notifying their Supervisor before quitting on the Friday preceding the week in question. When approved, the employee may change their election during this scheduled tour for a day or days when conditions, such as inclement weather or extended work shift, warrant such a change.

25.05 Whenever the Company is obligated to provide lodging, it shall select and pay for such lodging and shall provide transportation between the lodging location and the detail location. Should the employee elect to obtain their own living arrangements in the immediate vicinity of the Detail Location, a Daily Lodging Allowance of Thirty Dollars ($30.00) per night will be paid in lieu of Company provided lodging. In such case the employee must provide their own transportation to and from their place of lodging and the Detail Location.

(A) When the employee has chosen board and lodging, the Company shall reimburse the employee for meal expenses incurred by paying a Daily Meal Allowance of Forty Dollars ($40.00) or a flat allowance of Eight Dollars ($8.00) for breakfast, Ten Dollars ($10.00) for lunch, and Twenty-two Dollars ($22.00) for dinner for all meals which are not included in the price of the arranged board and lodging or otherwise included.

(B) The Company shall also provide an incidental expense allowance of Eleven Dollars ($11.00) per day to each employee on a Detail actually receiving board and lodging. The purpose of the incidental expense allowance is to compensate the employee for personal expenses other than board and lodging. An example of a covered expense would be laundry.

(C) A telephone call home each day, not to exceed fifteen (15) minutes, shall be included as part of the employee's authorized expense.

(D) When an employee is directed to a Detail Location and is being provided board and lodging, in accordance with paragraphs 25.04, 25.05 and 25.06 of this Section, the initial travel time to the Detail Location and the travel

time involved when the employee is directed to return to their Report Location, or to travel to another Detail Location, shall be paid the applicable wage rate plus differential, pursuant to Article 19, Differentials.

(E) When private surface transportation is used to travel to the Detail Location, employees will be compensated for time spent in travel, via the most direct route to the Detail Location to which the employee has been assigned. In addition, the employee will receive a mileage fee in accordance with Article 24, Automobile Mileage Expense, for actual miles driven by the most direct route to and from the employee's Detail Location or other Detail Locations.

(F) When public transportation is used at the Company's direction, the time allowed shall be the actual time spent in travel, via the route specified by management, from the public transportation terminal from which the employee is directed to leave and the public transportation terminal in the community of the Detail Location. In addition, surface transportation time, as specified above, but not less than thirty (30) minutes, shall be allowed between the employee's Report Location or Detail Location and the public transportation terminal to be used.

(G) When air transportation is directed, the Company shall specify the flight to be taken. The employee shall be granted approval, if circumstances permit, to use public or private surface transportation, instead of air transportation.

(1) Compensation for use of public or private surface transportation will be limited, at maximum, to an amount equal to the price of a regular coach airline ticket on the Company selected airline. For private transportation, compensation will be paid according to the provisions of Article 24, Automobile Mileage Expense for road miles, by the most direct route, up to an amount equal to the price of a regular coach class ticket on the Company specified airline. For public surface transportation, compensation will be for the amount charged the employee for the purchase of the ticket used for admission on the surface transportation vehicle or an amount equal to the price of a regular coach class ticket on the Company specified airline, whichever is less.

(2) Compensation for travel time will be for the anticipated total time that would have been required for travel via the air transportation specified.

(H) When an employee receiving board and lodging on a detail assignment desires to return to the Report Location over the unassigned weekend or unassigned Company Recognized Holiday, the employee may:

(1) elect to remain on board and lodging; or

(2) if transportation expenses to the Report Location are less than the expenses the Company would incur if the employee remains on Board and Lodging, the Company will pay for or furnish the round trip transportation in lieu of board and lodging. When paid for, reimbursement shall be at the rate authorized by Article 24, Automobile Mileage Expense, or the price of a Company specified airline ticket, whichever is less; or if transportation expenses to the Report Location is more than the expenses the Company would incur if the employee remains on board and lodging the employee may:

a) return to the Report Location. However, the Company will only pay for the expense up to the amount the Company would have incurred had the employee remain on board and lodging. Any additional expenses will be the responsibility of the employee.

b) elect, every third weekend, to be furnished transportation or transportation expense from the detail location in lieu of all board and lodging expenses and/or allowances for the weekend.

Travel time outside of scheduled work time shall not be compensated for nor considered as time worked.

25.06 If an employee elects the board and lodging provisions as outlined in paragraph 25.05 above and is required to travel between Detail Locations, the employee shall be directed to travel either by Company vehicle, public transportation or private conveyance.

(A) If the employee is directed to travel in a Company vehicle or by public conveyance, the employee shall receive the same work time consideration as described in paragraph 25.07 below. No transportation expense shall be paid when Company vehicle is used. If public transportation is utilized, the employee will be reimbursed for expenses incurred.

(B) Should the employee be granted approval to employ private transportation instead of public transportation, the employee shall be reimbursed, as provided for in Article 24, Automobile Mileage Expense, for the distance traveled between their Report and the Detail Location or between the Detail Locations as appropriate. Such travel time will be treated in accordance with paragraph 25.07 below.

25.07 Employees who drive Company cars or trucks on Company business, or who are directed by their supervisor to travel in Company cars or trucks on Company business, shall be paid travel time on the same basis as those performing productive work.

25.08 Where the requirements of statutes or regulations demand that per diem amounts in excess of a set amount be reported as income and the per diem amount set by this Agreement exceeds that amount, the employee may elect to receive either the per diem amount set by regulation or the per diem amount set by this Agreement.

25.09 When an employee is required to travel outside the states of Illinois, Indiana, Ohio, Michigan and Wisconsin, the Company and the Union may reach agreement that will increase the amounts detailed in this Article to cover extraordinary expenses which could be incurred by the employee.

ARTICLE 26

TRAINING AND EMPLOYMENT SECURITY

Training & Retraining

26.01 In the present environment of fast-paced technological developments and structural changes, the Parties recognize the benefits in offering to employees, training and retraining programs for personal or career development.

26.02 The personal or career development training and the job displacement retraining programs contemplated by this provision will be generic in nature and separate and distinguished from the current job specific training instruction. Nothing in these programs will supersede the applicable promotion or transfer provisions of the Collective Bargaining Agreement.

26.03 The Career & Personal Development Plan may be used as an educational self-development aid to assist employees in their personal development or preparing themselves for career progression opportunities or job changes within the Company.

(A) Training shall be generic in nature as opposed to job specific and shall cover technical, sales, clerical and other fundamental skills.

(B) Any regular employee with at least one (1) year of net credited service shall be eligible to participate in such training under the terms of the program.

(C) Participation by employees in the personal or career development training program shall be voluntary, and time spent by employees in such training

shall be outside scheduled working hours and not paid or considered as time worked for any purpose.

(D) Successful completion by an employee of any training or courses offered pursuant to such program will be taken into account by the Company when considering the employee for an upgrade or transfer.

26.04 The Career & Personal Development Plan may be used to prepare employees, whose jobs are being displaced or whose jobs are being restructured to a wage schedule with a lower maximum wage rate, to enhance their ability to qualify for anticipated job vacancies within the Company.

(A) Employees shall be informed of potential displacements as soon as possible and depending on the number of any anticipated job openings shall be offered training, if necessary, which is intended to enable them to qualify for such job openings in the Company.

(B) All regular employees, who are notified of potential displacement of their current job or job restructuring to a lower wage rate, shall be eligible to participate in such training regardless of length of service.

(C) Participation by employees in job displacement training shall be voluntary, and time spent by employees in such training shall be outside scheduled working hours and not paid or considered as time worked for any purpose, unless the Company determines it appropriate in specific instances to permit the employees to receive such training during working hours.

The Career & Personal Development Plan

26.05 There shall be a program called the "Career & Personal Development Plan", hereafter referred to as "CPDP" and such Program will include the following:

(A) Assessment of employee's aptitude/skills through a counseling process;

(B) aid to employees returning to school (including where to focus formal education and how to develop a support network at the school);

(C) assistance in sharpening training skills, studying and testing; and

(D) assessment of prior formal and informal education for college credit.

Each employee eligible for and participating in CPDP will be eligible for any or all portions of the Program, provided a CPDP counselor finds such portions of the Program appropriate for the employee.

26.06 Those employees eligible for CPDP must be:

(A) Classified as regular full-time employees or regular part-time employees whose equivalent work week classification is twenty-five (25) hours or more;

(B) on the active payroll;

(C) in possession of at least one (1) year net credited service; and

(D) not concurrently enrolled in any Company-sponsored tuition reimbursement program.

26.07 Eligibility to remain in the Program will be forfeited by those who, on two (2) occasions fail a course during their participation in CPDP and/or who fail to complete a course while participating in the Program. Disability or business reasons may be grounds to waive such ineligibility at the Company's discretion. An employee who participates in CPDP and who is adversely impacted by the decisions of the Program Administrator on his or her curriculum or on his or her eligibility to participate in CPDP may appeal such decision through a Union representative to the appropriate Executive Director - Labor Relations or his or her designee. Employees dropped from the Program may be reinstated to the Program after waiting for at least one (1) academic year.

26.08 Enrollment by employees in CPDP will be voluntary and time spent by employees in the Program will be outside of scheduled working hours and not paid or considered as time worked for any purpose.

26.09 Employees eligible for CPDP may receive counseling, testing and Company pre-paid tuition assistance.

26.10 Selected educational institutions will be utilized to deliver services, courses and programs. The Company reserves the right to approve institutions, services, courses and programs.

26.11 Employees participating in CPDP will be reimbursed for fifty percent (50%) of textbook costs annually upon successful completion of approved courses and programs. Participants will also be reimbursed for one hundred percent (100%) of fees to a maximum of Two Hundred Fifty Dollars ($250) annually upon successful completion of approved courses and programs.

26.12 The amounts of any refunds, charges for negligence, and outside assistance (grants, remissions, scholarships, veteran's assistance, etc.) shall be deducted from the Program payments.

26.13 In no event will the cost to the Company for each employee's direct CPDP expenses (i.e. tuition, books, fees, workshops, counseling) exceed Three Thousand Five Hundred Dollars ($3,500) annually. Employees participating in the Program at the time this cost figure is reached will be able to complete the course in which they are currently enrolled and be reimbursed according to this Section.

26.14 The Program Administrator, to be determined by the Company, shall carry out the purpose and intent of the CPDP.

26.15 A Union representative will provide assistance and advice to the Company via the appropriate Executive Director - Labor Relations or his or her designee regarding the effectiveness of the Program. Recommendations for additions, amendments, or deletions to the Program shall be submitted to the Program Administrator. Nothing in the Program or its administration shall be subject to the grievance and arbitration procedures as set forth in Article 12, Problem Resolution Procedures.

26.16 The Company will make payments for any courses, testing and/or counseling that begin before the expiration of this Agreement.

Technological Change

26.17 The Union and the Company realize the need for joint discussion and cooperation in resolution of issues related to technological change and change in the business of the Company.

26.18 The Company and the Union recognize the need to discuss major technological changes (including changes in equipment, the design, testing, implementation and evaluation of new technology, organization, or methods of operation) that may or will affect the Company and its employees.

26.19 The Parties, therefore, will attempt to diminish or abolish the detrimental effects of any such technological change by reviewing problems, discussing the application and terms of various contract provisions and Company programs and recommending solutions to problems in this area.

26.20 The Company shall notify the Union at least three (3) months in advance of planned major technological changes, when possible. The Company shall advise the Union of its plan with respect to the introduction of such changes, and shall familiarize the Union with the progress being made.

Supplemental Income Protection Program

26.21 If during the term of this Agreement, the Company notifies the Union in writing that a force surplus condition may exist as defined in Section: Force Adjustment, below, and said force surplus cannot be eliminated through force rearrangement,

the Company shall offer Supplemental Income Protection Program (SIPP) benefits as follows:

(A) Prior to a formal declaration of surplus, SIPP shall be offered to employees, in seniority order, in an anticipated Surplus Work Group, and to the extent necessary to eliminate the anticipated surplus. These employees will have four (4) working days to respond to the offer. If such offers do not eliminate the anticipated surplus, SIPP shall be offered within the Force Adjustment Area and Market Business Unit of the Surplus Work Group to other employees with the same title(s) as those in the Surplus Work Group and/or to the "Pooled Title Group" as described in the Pooled Titles for Surplus Memorandum of Agreement, if applicable. These employees will have one (1) working day to respond to the offer.

Employees accepting SIPP as outlined above shall be required to remain with the Company until that date determined by management to be the employee's severance date in order for the employee to receive the SIPP payment.

(B) An employee's election to leave the service of the Company and receive Supplemental Income Protection Program benefits may not be revoked.

26.22 If during the term of this Agreement, the Company deems it appropriate, for reasons other than force surplus, Supplemental Income Protection Program benefits may be offered and employees may elect, in order of seniority, to leave the service of the Company and receive such benefits subject to the following conditions:

(A) The Company shall determine the number of employees in such job titles and work locations where the program may be offered.

(B) The number of employees who may make such election shall not exceed the number of employees determined by the Company.

(C) An employee's election to leave the service of the Company and receive Supplemental Income Protection Program benefits must be in writing and transmitted to the Company within thirty (30) days from the date of the Company's offer in order to be effective and it may not be revoked after such thirty (30) day period except as provided in subparagraph (E) below.

(D) Within sixty (60) days of the close of the offer period, the Company will notify employees in writing that their election to leave service and receive Supplemental Income Protection Program benefits has been accepted. When possible, such notice will include an anticipated date that employees will be removed from the Company's payroll.

(E) If employees have been given an anticipated date of removal from the Company's payroll and the Company subsequently notifies employees that the date has been delayed by ninety (90) days or more, such employees shall have the option of revoking their Supplemental Income Protection Program election by notifying the Company in writing within ten (10) days of the Company's notification of delay.

26.23 Supplemental Income Protection Program payments for employees who so elect to leave the service of the Company in accordance with paragraphs 26.21, 26.22, or 26.40 shall be based on the employee's basic weekly wage rate, prorated for part-time employees, and term of employment at the time of leaving service and shall be computed in accordance with the following schedule:

Term of Employment	**Amount of Payment**
Less than 6 months	None
6 months but less than one year	1 week pay
1 year but less than 2 years	2 weeks' pay
2 years but less than 3 years	3 " "
3 years but less than 4 years	4 " "
4 years but less than 5 years	5 " "
5 years but less than 6 years	6 " "
6 years but less than 7 years	8 " "
7 years but less than 8 years	10 " "
8 years but less than 9 years	12 " "
9 years but less than 10 years	14 " "
10 years but less than 11 years	16 " "
11 years but less than 12 years	19 " "
12 years but less than 13 years	22 " "
13 years but less than 14 years	25 " "
14 years but less than 15 years	28 " "
	+4 weeks each additional full year

The applicable number of weeks multiplied by the employee's basic weekly wage rate, prorated for part-time employees, shall equal the total amount payable to the employee, but shall in no event exceed Thirty Three Thousand Dollars ($33,000).

26.24 Supplemental Income Protection benefits shall, at the employee's option, be paid as follows: (1) One-half of the total amount calculated above shall be paid as a lump sum within sixty (60) days after the employee has left service and the remaining half will be paid in monthly amounts of Six Hundred Dollars ($600.00) beginning within thirty (30) days after the employee has left service and continuing until the total amount has been paid; or (2) The total amount calculated above shall be paid as a lump sum within sixty (60) days after the employee has left service; or (3) the total amount calculated above shall be paid out in twelve (12) equal monthly payments; or (4) the total amount calculated above shall be

paid as a lump sum within sixty (60) days after start of the following calendar year.

26.25 In addition to the Supplemental Income Protection Program payments described above, employees will receive compensation for any vacation days, Excused Work Days and Floating Holidays to which they are eligible at the time of leaving the Company's service.

26.26 In no event shall an employee receiving Supplemental Income Protection Program payments be eligible to receive a termination payment in accordance with the provisions of Section: Termination Payments, following.

26.27 Any employee who has elected to leave the service of the Company and has received Supplemental Income Protection Program payments and who is subsequently employed or reemployed by AT&T Midwest or a company directly or indirectly owned by AT&T Midwest which participates in the AT&T Pension Benefit Plan – Midwest Program, AT&T Pension Benefit Plan or successors or assigns thereto, will be treated as follows. If the number of weeks from the effective date of leaving service to the date of employment or reemployment is less than the number of weeks pay upon which the total payment was based, exclusive of any payment in lieu of vacation, the amount paid to the employee for the excess number of weeks shall be considered as an advance to the employee by the Company and repayment shall be made through payroll deductions by the employing Company at the rate of fifteen (15%) of the employee's basic weekly wage rate until the amount of the excess is repaid.

26.28 No portion of this Section: Supplemental Income Protection Program, shall be subject to arbitration.

Pay Protection

26.29 If employees hired prior to April 04, 2004 are assigned, because of workforce adjustments, to vacancies where the rate of pay of the new job title is less than the current rate of pay of the employee's regular job, the employee shall be eligible for Pay Protection. Pay Protection shall mean there will be no change in the employee's rate of pay until the rate of pay in the new job exceeds the employee's rate of pay in their former job.

26.30 Employees treated in accordance with the Pay Protection provisions of the February 1, 2001 through April 3, 2004 and the April 04, 2004 through April 04, 2009 Collective Bargaining Agreements between the Union and the Company, shall continue to be treated in accordance with such provisions until the employees' Pay Protection benefits terminate.

Reassignment Pay Protection Plan

26.31 If employees hired or rehired on or after April 04, 2004 are assigned, because of workforce adjustments, to vacancies where the rate of pay of the new job is less than the current rate of pay of the employee's regular job title, such employees will receive a Reassignment Pay Protection Plan lump sum payment in accordance with the following table:

RPPP PAYOUT TABLE
ASSIGNMENT TO LOWER WAGE RATE

Weekly Difference		Years Of Net Credited Service			
		<10	10<15	15<25	25+
$ 0.50	$ 4.50	$ 70	$ 140	$ 580	$ 690
5.00	9.50	90	320	1,230	1,480
10.00	14.50	130	460	1,870	2,260
15.00	19.50	200	640	2,520	3,020
20.00	24.50	220	790	3,160	3,800
25.00	29.50	270	960	3,810	4,580
30.00	34.50	320	1,110	4,460	5,360
35.00	39.50	360	1,280	5,100	6,130
40.00	44.50	410	1,430	5,750	6,910
45.00	49.50	450	1,610	6,390	7,690
50.00	54.50	490	1,750	7,050	8,450
55.00	59.50	550	1,930	7,700	9,240
60.00	64.50	580	2,080	8,340	10,020
65.00	69.50	640	2,260	8,990	10,780
70.00	74.50	670	2,400	9,630	11,560
75.00	79.50	720	2,570	10,280	12,340
80.00	84.50	770	2,730	10,930	13,130
85.00	89.50	820	2,900	11,570	13,890
90.00	94.50	850	3,050	12,220	14,670
95.00	99.50	900	3,220	12,860	15,450
100.00	104.50	950	3,370	13,510	16,210
105.00	109.50	1,000	3,550	14,160	17,000
110.00	114.50	1,040	3,700	14,810	17,780
115.00	119.50	1,080	3,870	15,460	18,550
120.00	124.50	1,120	4,020	16,100	19,320
125.00	129.50	1,180	4,190	16,750	20,100
130.00	134.50	1,220	4,350	17,400	20,880
135.00	139.50	1,270	4,520	18,040	21,660
140.00	144.50	1,300	4,660	18,690	22,430
145.00	149.50	1,370	4,840	19,330	23,210
150.00	154.50	1,400	4,990	19,980	23,980
155.00	159.50	1,450	5,170	20,630	24,760
160.00	164.50	1,490	5,310	21,270	25,540
165.00	169.50	1,530	5,490	21,920	26,310
170.00	174.50	1,590	5,640	22,560	27,090
175.00	179.50	1,630	5,810	23,220	27,860
180.00	184.50	1,660	5,960	23,870	28,640
185.00	189.50	1,720	6,130	24,510	29,420
190.00	194.50	1,750	6,280	25,160	30,190
195.00	199.50	1,820	6,460	25,800	30,960
200.00	204.50	1,850	6,600	26,450	31,740
205.00	209.50	1,910	6,780	27,100	32,530

210.00	214.50	1,940	6,930	27,740	33,300
215.00	219.50	1,980	7,110	28,390	34,070
220.00	224.50	2,040	7,260	29,030	34,850
225.00 +		2,080	7,420	29,680	35,620

In those cases where the total lump sum payment the employee is to receive exceeds Five Thousand Dollars ($5,000), an initial lump sum payment of Five Thousand Dollars ($5,000) shall be made after the employee reports to the new position. Subsequent lump sum payments of Five Thousand Dollars ($5,000) (or a portion thereof) shall continue to be made at six (6) month intervals until the total amount is paid to the employee, provided the following conditions are met:

- The employee has a valid Surplus Transfer Request on file for transfer to a position lateral to their former title;
- The employee has not rejected a job offer for a position lateral or upgrade to their former title; and
- The employee has not returned to a position lateral or upgrade to their former title

Any former surplus employee eligible for payment under the Reassignment Pay Protection Plan shall receive priority consideration after regular surplus employees for such vacancies identified on the employee's Surplus Transfer Request for the period of time he/she is covered by the Reassignment Pay Protection Plan.

Relocation

26.32 A regular employee transferring at Company request or due to his/her surplus condition to a new Report Location which is forty (40) or more road miles by the most direct route farther from their principle residence than was the old Report Location, shall be eligible for treatment under the Relocation Plan.

26.33 A regular employee who is required to relocate their principle residence as a result of a permanent transfer initiated by the Company shall receive, per household, a single lump sum payment for relocation expenses.

This payment, which shall be Sixteen Thousand Dollars ($16,000) for an employee owning their principle residence or paying a mortgage on their principle residence or Eight Thousand Dollars ($8,000) for an employee renting their principle residence, shall be paid upon acceptance of the transfer by the employee. Local, State, Federal, and FICA taxes on the payment shall be withheld. The payment must be returned to the Company if the employee does not both report to the new Report Location as assigned and relocate his or her principle residence within one (1) year of the transfer effective date unless an extension has specifically been authorized by the Company. An employee who receives moving

expense allowances as specified in this Article except those retiring with a service pension as defined in the AT&T Pension Benefit Plan – Midwest Program, AT&T Pension Benefit Plan, or successors or assigns thereto, will repay all benefits received within thirty (30) days, if the employee voluntarily terminates employment with the Company within two years from the effective date of the transfer. An employee who terminates employment with the Company under the provisions of a SIPP offer is excluded from the payback provisions of this Article. No receipts or other proof of expenses shall be required; however, an agreement must be signed by the employee, agreeing to the above mentioned conditions.

26. 34 A maximum of six (6) paid scheduled days off, which may be taken in conjunction with a weekend or with vacation days, shall be given for house hunting or moving.

SAMPLE

PAYBACK POLICY
AGREEMENT

In consideration for certain relocation assistance benefits being extended to me by AT&T Midwest (herein "The Company") as a result of my having accepted the position of_____ located at _____,
I hereby agree to repay to the Company any and all relocation assistance benefits paid to me by the Company if one of the following stated cases occur. I will repay these benefits if I fail to relocate my principle residence within one (1) year of the effective transfer date and fail to provide proof of said change to my supervisor or if I voluntarily terminate my employment with the Company within two (2) years from the effective date of the transfer, except where I retire with a service pension as defined in the AT&T Pension Benefit Plan – Midwest Program, AT&T Pension Benefit Plan, or successors or assigns thereto.

I further agree that said repayment will be made by me within 30 days of said voluntary termination of my employment with the Company or failure to relocate my principle residence within one year of the effective transfer date.

I also understand I will be required to submit a signed Verification of Change of Principle Residence document within one year of the effective transfer date.

Signature:_____ Witness:_____

Date: _____ Date: _____

Signed and Sealed this _____ day of _____, 20_____

Notary Public:

For the County of _____, State of _____

Force Adjustment

26.35 The Company shall decide the necessity for and shall determine the extent of any force adjustment. Changes in employee job titles in the normal course of operations of the business, either at the employee's request or as a manager-initiated action, shall not constitute a force adjustment. There shall be no layoff of regular full time employees if there are any outside contractors performing the same work, in the same work group, at the same work location, as performed by the Surplus Employee Group.

26.36 Definitions:

These definitions shall apply for purposes of force adjustment only.

(A) Lateral Transfer - A lateral transfer is a change to another place of reporting with the same job title or to another job title, for which the maximum basic rate of pay is within or equal to plus Twenty-Five Dollars ($25) or minus Ten Dollars ($10) of the established maximum basic rate of pay for the employee's prior job title.

(B) Downgrade - A downgrade is a change to a job title with an established maximum basic rate of pay which is more than Ten Dollars ($10) lower than the employee's prior job title.

(C) Upgrade – An upgrade is a change to another place of reporting with the same job title or to another job title, for which the maximum basic rate of pay which is more than twenty-Five Dollars ($25) of the established maximum basic rate of pay for the employee's prior job title.

(D) Surplus Employee Group - A Surplus Employee Group, as determined by the Company, is the group in which the surplus exists.

(E) Force Adjustment Area (FAA) – A group of Company work locations combined for force adjustment purposes. The FAAs under this Agreement are set forth in Attachment 1.

(F) Surplus Transfer Request - A Surplus Transfer Request (STR) is a transfer request that affords a surplus employee the opportunity to receive priority consideration for any available non-management position at any location within the Company provided the surplus employee has qualifications for the job. STR forms must be submitted within twenty-one (21) days of an employee's surplus orientation meeting.

(G) Voluntary Supplemental Income Protection Program (VSIPP) Candidate Request - Any regular full-time, non-surplus employee who has met time-on-title requirements may express interest in receiving SIPP by submitting a Voluntary SIPP Candidate Request. Such a candidate shall have two (2) business days following a Voluntary SIPP Payment offer by the Company to confirm acceptance of the offer. Failure to confirm acceptance within this time frame shall result in the Request being canceled. In such a case, a new Request may not be submitted for sixty (60) calendar days following the cancellation of the prior Request. A former surplus employee who has been placed in an upgrade position vacated by the acceptance of a Voluntary SIPP Payment by a Voluntary SIPP Candidate must reestablish time-on-title prior to submitting a Voluntary SIPP Candidate Request.

(H) Transitional Leave of Absence (TLA) – The Transitional Leave of Absence is a leave that may be offered to eligible surplus employees as business needs dictate in order to eliminate a surplus condition. The TLA only applies to surplus employees who, as of their force disposition date, are within twenty-four (24) months of achieving eligibility under the AT&T Pension Benefit Plan – Midwest Program, AT&T Pension Benefit Plan or successors or assigns thereto and who have not declined a lateral job offer in their FAA. A TLA may be offered no earlier than twenty-eight (28) calendar days following the surplus notification.

26.37 When the Company determines that a force surplus exists, it shall, prior to notifying the affected employees, advise the Union in writing with respect to the employee group(s) involved, job title(s) and approximate number of employees affected, the location(s) or geographical area(s), and the anticipated force disposition date. Notification to the affected employees shall be made as soon as practicable, but no later than ninety (90) calendar days prior to the anticipated force disposition date. No affected employee shall be involuntarily terminated prior to ninety (90) calendar days following such notification. Any employee who elects not to accept a job in his/her FAA which does not result in a downgrade shall be considered to have resigned from the Company and will not be paid a termination payment.

Surplus orientation meetings shall be held with affected employees as soon as practicable. During these meetings the procedures and due dates described in this Section shall be explained.

26.38 The Company shall first attempt to reduce or eliminate the surplus within the Surplus Employee Group by offering lateral transfers by order of seniority, upgrades by order of seniority, offering downgrades by order of seniority and involuntarily moving employees by inverse order of seniority to lateral positions within the appropriate FAA, in that order.

26.39 An affected employee shall notify the Company of their acceptance of any "follow-the-work" job offer, where applicable, within twenty one (21) calendar days following the affected employee's surplus notification or by such later date as is determined by the Company. Failure to so notify the Company by the deadline date shall constitute rejection of the offer.

Whenever a surplus situation exists which requires that employees within the Surplus Employee Group have the opportunity to "follow the work" to another employee group, the employees from both employee groups shall be considered on a "pooled seniority basis" to fill available jobs within the then consolidated employee group.

26.40 In the event that a surplus remains following the application of paragraph 26.21(A), preceding, the Company shall canvass non-surplus employees who have filed Voluntary SIPP Candidate Requests for confirmation that they are willing to accept Voluntary SIPP Payments under Section: Supplemental Income Protection Program, above, and voluntarily terminate from the Company.

(A) Voluntary SIPP Payments shall be offered to non-surplus Voluntary SIPP Candidates beginning no earlier than thirty-two (32) calendar days following the affected employees' surplus notification. Such a Candidate will have two (2) working days following a Voluntary SIPP Payment offer to confirm acceptance of the offer.

(B) The canvassing of Voluntary SIPP Candidates and the placement of qualified surplus employees in the vacancies thus created, shall be in seniority order and in the following order of consideration:

(1) The same job title in the applicable FAA;

(2) A lateral position in the applicable FAA;

(3) A upgrade position in the applicable FAA;

(4) A downgrade in the applicable FAA;

Note: Steps 1 through 4 above will be completed for all surplus employees in an FAA before application of 5 below.

(5) The same job title, a lateral position, upgrade position, or a downgrade (in that order) in up to six (6) additional FAAs, as specified by the surplus employee on the Surplus Transfer Request.

(C) If a surplus employee refuses a job offer under paragraph 26.40, (B) no further job offers for that job title and location shall be made to the employee.

(D) Any surplus employee who does not receive a job offer as outlined above may elect to replace the most senior Voluntary SIPP Candidate (for whose job the surplus employee is qualified) who has confirmed interest in accepting the Voluntary SIPP Payment and who holds the same job title as the surplus employee within the state.

Note: Paragraph 26.40 (B) 1 through 5 will be completed for all impacted surplus employees before the application of paragraph 26.40 (D) above.

(E) Any remaining surplus employee who does not receive a job offer as outlined in paragraph (D) above may elect to replace the most senior Voluntary SIPP candidate (for whose job the surplus employee is qualified) who has confirmed interest in accepting the Voluntary SIPP Payment within the state.

Note: Paragraph 26.40 (D) will be completed for all impacted surplus employees before the application of paragraph 26.40 (E) above.

26.41 If a surplus remains after application of paragraph 26.40, preceding, any remaining surplus employees within the Surplus Employee Group may, upon election:

(A) Displace, if such displacement can be achieved with limited or no training, the least-senior occasional, temporary or regular limited term employee within their FAA. A surplus employee who displaces an occasional, temporary or regular limited term employee shall assume that employee's work completion date and the surplus employee's force disposition date shall be extended to coincide with the completion date. The employee shall also retain surplus status and job title up to the date of the extended force disposition date.

(B) Be allowed to fill an available, open requisition which has been submitted under the classification of regular limited term which requires more than little or no training for which the surplus employee is qualified. A surplus employee who accepts such a position will assume the work completion date established for the regular limited term position. The employee shall also retain surplus status and job title up to the date of the work completion date. Should the position be reclassified as regular full-time, or after twenty-four (24) months on the assignment, the employee would assume non-surplus status. If the employee should be work completed on the work completion date of the regular limited term assignment, the

provisions of this article regarding termination pay and other related issues would apply.

26.42 At the force disposition date, any remaining surplus employees within the Surplus Employee Group who have not previously accepted a SIPP offer, or have not previously accepted a Job or VSIPP offer in their FAA for a job title for which the Company has vacancies shall be laid off by inverse order of seniority until the surplus is eliminated. Such employees shall receive termination payments in accordance with Section: Termination Payments following.

26.43 Wage treatment for employees who accept or receive jobs pursuant to the Force Adjustment procedures, set forth in this Section, shall be in accordance with the applicable provisions of this Collective Bargaining Agreement.

26.44 The force adjustment procedure herein shall not preclude limited, mutually agreed upon Union-Management modifications with respect to the geographic scope of the FAA ("Union" shall mean the Vice President of District 4, CWA, or other designated representative. "Management" shall mean the Vice President-Labor Relations or other designated representative.) Any such modifications will apply on a one-time basis and will not serve as precedent for other current or future force surplus adjustment procedures.

26.45 Surplus employees who accept a job under paragraph 26.36 (F) and who meet the conditions outlined under Section: Relocation, above, shall receive relocation payments. Those relocated employees and those surplus employees that transfer out of their FAA may utilize the Non-management Staffing Plan to be considered for either a lateral job or a downgrade, for which they are qualified, in their former FAA. This opportunity shall remain in effect for two (2) years following the placement necessitating the employee's relocation or transfer and the employee shall, in order of seniority with other employees similarly situated, be given first preference, after surplus for a lateral job or a downgrade. The relocated employee shall not receive reimbursement for relocation expenses back to their former FAA.

Recalls & Reemployment

26.46 If additions to the work force are required in any work group within two (2) years of the last layoff made in such work group under a program of layoffs, the Company shall proceed as follows before hiring new regular employees.

26.47 The Company shall offer reemployment in order of seniority to regular full-time laid off employees within their Market Business Unit, provided that the period of layoff of such former employees does not exceed two (2) years, in the following order:

(A) Former employees who were laid off from the work group.

(B) Former employees whose work location at the time of layoff was less than forty (40) road miles, by the most direct route, from the work location of the work group being added to and who were qualified by experience at the time of layoff to perform the duties of an available job.

(C) Former employees the same as described in (B) above except who were not qualified by experience at the time of layoff to perform the duties of an available job.

(D) Former employees whose work location at the time of layoff was forty (40) road miles or more, by the most direct route, from the work location of the work group being added to and who were qualified by experience at the time of layoff to perform the duties of an available job.

(E) Former employees the same as described in (D) above except who were not qualified by experience at the time of layoff to perform the duties of an available job.

26.48 Former employees under paragraph 26.47 (C) and (E) above who are offered a job and who wish to pursue the job opportunity, must demonstrate qualifications to the satisfaction of the Company which shall be identical to those the Company requires of newly hired employees. Failure to make such demonstration will not result in the former employee being removed from the recall list, but will entitle the Company to consider the next appropriate candidate.

26.49 Former employees must keep the Company informed of the telephone number and address at which they can be reached. When an offer of employment has been so made, the former employee shall indicate their acceptance within twenty-four (24) hours from receipt of the Company's offer.

26.50 The following actions on the part of a former employee will constitute a forfeiture of reemployment rights and the employee's name will be removed from the recall list:

(A) Failure to notify the Company of their acceptance of an offer of reemployment within twenty four (24) hours;

(B) Failure to report for duty on the date specified after acceptance of the offer of reemployment; or

(C) Refusal of the offer of reemployment within their former FAA as set forth in Section: Force Adjustment, preceding.

26.51 When a former employee is recalled and assigned to the same, a lateral or a lower rated job title than their job title at the time of layoff, they shall be placed on the

new wage schedule at the same monthly step which they were at when laid off. In the case of an upgrade, wage treatment will be in accordance with Article 13.

26.52 Former employees whose new work location is forty (40) or more road miles, by the most direct route, farther from their residence than was their work location at the time of layoff shall be granted a relocation allowance of Four Thousand Dollars ($4,000). However, if the former employee participated in the Training Opportunity Plan (TOP) upon layoff, they will not be eligible for this relocation allowance. If paid, this relocation allowance must be returned to the Company if the former employee does not both report to their new work location and relocate their residence within one (1) year of the date of reemployment unless an extension has been specifically authorized by the Company. This relocation allowance is in lieu of any other payment for relocation expenses and shall be applied against the amount of termination payment to be repaid, if any, under the provisions of paragraph 26.57 of Section: Termination Payments.

Termination Payments

26.53 A termination payment, plus compensation for any vacation days, Excused Work Days and Floating Holidays to which the employee is eligible at the time of leaving the Company's service, shall be paid to a regular employee laid off because of lack of work, or may be paid at the discretion of the Company to an employee whose services are terminated for reasons such as unadaptability or inability to properly perform assigned job duties.

26.54 In no event shall an employee receiving a termination payment be eligible to receive payments in accordance with the provisions of Section: Supplemental Income Protection Program, above. Further, regular employees who are discharged or who resign from the service of the Company shall not be eligible for termination payments except as provided in paragraph 26.53 above.

26.55 The amount of a termination payment shall be based on the employee's basic weekly wage rate, prorated for part-time employees, and term of employment at the time of leaving service and shall be computed in accordance with the following schedule:

Term of Employment	Amount of Payment
Less than 6 months	None
6 months but less than one year	1 week pay
1 year but less than 2 years	2 weeks' pay
2 years but less than 3 years	3 " "
3 years but less than 4 years	4 " "
4 years but less than 5 years	5 " "
5 years but less than 6 years	6 " "
6 years but less than 7 years	8 " "
7 years but less than 8 years	10 " "

8 years but less than 9 years	12	"	"
9 years but less than 10 years	14	"	"
10 years but less than 11 years	16	"	"
11 years but less than 12 years	19	"	"
12 years but less than 13 years	22	"	"
13 years but less than 14 years	25	"	"
14 years but less than 15 years	28	"	"
	+4 weeks each additional full year		

The maximum number of weeks payable as termination payments shall in no event exceed eighty-eight (88) weeks of pay.

26.56 Termination payments shall, at the employee's option, be paid as follows: (1) One-half of the total amount calculated above shall be paid as a lump sum within sixty (60) days after the employee has left service and the remaining half will be paid in monthly amounts of Six Hundred Dollars ($600.00) beginning within thirty (30) days after the employee has left service and continuing until the total amount has been paid; or (2) The total amount calculated above shall be paid as a lump sum within sixty (60) days after the employee has left service; or (3) the total amount calculated above shall be paid out in twelve (12) equal monthly payments; or (4) the total amount calculated above shall be paid as a lump sum within sixty (60) days after start of the following calendar year.

26.57 An employee who has left the service of the Company and who has received a termination payment and who is employed or reemployed by any of the companies referred to in paragraph 26.59 will be treated as follows. If the number of weeks from the effective date of leaving service to the date of employment or reemployment is less than the number of weeks' pay upon which the termination payment was based, exclusive of any payment in lieu of vacation, the amount paid to the employee for the excess number of weeks shall be considered as an advance to the employee by the Company and repayment shall be made through authorized payroll deductions at the rate of fifteen percent (15%) of the employee's basic weekly wage rate until the amount of excess is repaid.

26.58 A re-engaged employee who has received a termination payment and who is again laid off will be paid the difference between the computed payment to which he or she is eligible and the net amount of any payment which he or she may have received due to any previous layoff.

26.59 The provisions of this Section do not apply in case of an employee leaving service voluntarily, an employee on a leave of absence, or an employee transferred to any other AT&T Midwest Company or a Company directly or indirectly owned by AT&T Midwest which participates in the AT&T Pension Benefit Plan – Midwest Program, AT&T Pension Benefit Plan, or successors or assigns thereto.

Extended Medical Coverage

26.60 Employees who are not eligible for a service pension and whose employment is terminated as a result of layoff or application of the force adjustment procedures, or who elect to leave the service of the Company pursuant to the provisions of the Supplemental Income Protection Program, shall continue to remain eligible for coverage for up to eighteen (18) months under the employee benefit plan providing medical coverage the employee would be eligible for under Article 16 if the employee remained an active employee or its successor Program, as follows:

(A) An employee whose Net Credited Service is five (5) years or more will be eligible for continued coverage in accordance with the terms of Article 16 that would apply if the employee remained an active employee for a period of six (6) months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional twelve (12) months at the employee's expense by paying the full monthly premium amount.

(B) An employee whose Net Credited Service is at least one (1) year but less than five (5) years will be eligible for continued coverage in accordance with the terms of Article 16 that would apply if the employee remained an active employee for a period of three (3) months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional fifteen (15) months at the employee's expense by paying the full monthly premium amount.

(C) An employee with less than one (1) year of Net Credited Service who is eligible for coverage at the time of termination of employment may elect to continue such coverage at the employee's expense for a period of eighteen (18) months following the month in which employment is terminated by paying the monthly premium amount.

Payment of extended medical coverage by the Company, however, shall not extend the period of coverage beyond that required to be provided by the Consolidated Omnibus Budget Reconciliation Act ("COBRA") of 1986.

26.61 The extended medical coverage shall be on the same basis and in the same amount to which the employee was entitled immediately prior to leaving the service of the Company. If during the period of any extended medical coverage, as set forth above, the medical expense coverage is changed for employees who remain on the payroll, the same changes will be applied to persons participating in this extended medical coverage program.

ARTICLE 26 - TRAINING & EMPLOYMENT SECURITY,
SECTIONS: FORCE ADJUSTMENT AREAS (FAA)
ILLINOIS FAA's

Chicago

Chicago

Harvey

Lombard

Oak Brook

East St. Louis

Belleville

Cahokia

East St. Louis

Granite City

O'Fallon

Pontoon Beach

ARTICLE 26 - TRAINING & EMPLOYMENT SECURITY,
SECTIONS: FORCE ADJUSTMENT AREAS (FAA)
INDIANA FAA's

Anderson
Alexandria
Anderson
Bluffton
Chesterfield
Hartford City
Huntington
Kokomo
Marion
Middletown
Muncie
New Castle
Peru
Yorktown

Bloomington
Bedford
Bloomfield
Bloomington
Columbus
Linton
Martinsville
Nashville
Shelbyville
Spencer

Crawfordsville
Attica
Clinton
Covington
Crawfordsville
Fowler
Frankfort
Lebanon
Rockville
Veedersburg

Evansville
Boonville
Evansville
Mount Vernon
Rockport
Newburgh
St Phillip
Tell City
Vincennes
Washington

Indianapolis
Acton
Brownsburg
Carmel
Castleton
Danville
Greenfield
Greenwood
Indianapolis
Mooresville
Noblesville
Oaklandon
Plainfield
West Newton

New Albany
Charlestown
Jeffersonville
New Albany

South Bend
Auburn
Culver
Kendallville
Michigan City
Mishawaka
Osceola
South Bend

ATTACHMENT 1

ARTICLE 26 - TRAINING & EMPLOYMENT SECURITY, SECTIONS: FORCE ADJUSTMENT AREAS (FAA) MICHIGAN FAA's

Ann Arbor
Ann Arbor
Belleville
Canton
Chelsea
Clark Lake
Dexter
Hillsdale
Jackson
Jonesville
Manchester
Michigan Center
Milan
Napoleon
Plymouth
South Lake
Whitmore Lake
Ypsilanti

Benton Harbor
Benton Harbor
Buchanan
Eau Claire
New Buffalo
Niles
St. Joseph
Three Oaks
Watervliet

Big Rapids
Baldwin
Big Rapids
Cadillac
Evart
Freemont
Harrietta
Leroy
Luther
Marion
Manton
McBain
Morley
Reed City
White Cloud

Clare
Beaverton
Clare
Coleman
Farwell
Gladwin
Harrison
Rosebush

Crystal Falls
Bergland
Bessemer
Calumet
Crystal Falls
Gwynn

Detroit
Auburn Hills
Birmingham
Bloomfield Hills
Center Line
Clarkston
Clawson
Clinton Twp
Commerce Twp
Dearborn
Detroit
Drayton Plains
Farmington
Farmington Hills
Highland Park
Lake Orion
Lincoln Park
Livonia
Mt. Clemens
Northville
Oxford
Pontiac
Redford Township
Rochester Hills
Romeo
Romulus
Roseville

Detroit (Cont.)
Royal Oak
South Lyon
Southfield
Sterling Heights
Taylor
Trenton
Troy
Union Lake
Utica
Walled Lake
Warren
Washington
Waterford
Wayne
West Bloomfield
Westland
Wyandotte

Escanaba
Escanaba
Gladstone
Menominee
Perkins

Flint
Birchrun
Burton
Clio
Fenton
Flint
Flushing
Grand Blanc
Holly
LaPeer

Grand Rapids
Ada
Alto
Belding
Byron Center
Caledonia
Casnovia
Cedar Springs
Clarksville
Comstock Park
Dorr
Dutton
Grand Haven
Grand Rapids
Grant
Greenville
Hastings
Holland
Hopkins
Hudsonville
Ionia
Jamestown
Lake Odessa
Lowell
Marne
Middleville
Moline
Newaygo
Rockford
Saranac
Sparta
Wayland
Wyoming
Zeeland

Hancock
Hancock
Houghton
Lake Linden

Howell
Brighton
Fowlerville
Hartland
Howell
Leslie
Pickney

Kalamazoo
Albion
Athens
Battle Creek
Bellevue
Fulton
Galesburg
Kalamazoo
Marshall
Martin
Nashville
Olivet
Ostego
Plainwell
Portage
Potterville
Richland
Springfield
Vicksburg

Iron Mountain
Iron Mountain
Iron River
Norway

Ironwood
Ironwood

Lansing

Charlotte
Dansville
Diamondale
East Lansing
Eaton Rapids
Holt
Lansing
Mason
Okemos

Manistee

Beulah
Frankfort
Manistee
Onekama
Scottville

Marquette

Ishpeming
Marquette
Michigamme
Negaunee
Republic

Monroe

Carleton
Flat Rock
Holland, OH
Maumee, OH
Monroe
New Boston
Oregon, OH
Perrysburg, OH
Rockwood
Toledo, OH
Walbridge, OH
Whitehouse, OH
Willis

Petoskey

Boyne City
Charlevoix
Cheboygan
East Jordan
Harbor Springs
Indian River
Pellston
Petoskey
Wolverine

Port Huron

Algonac
Chesterfield Twp
Croswell
Harsens Island
Marine City
Marysville
New Baltimore
New Haven
Port Huron
Sandusky
St. Clair
Ubly

Saginaw

Auburn
Bad Axe
Bay City
Bridgeport
Fairgrove
Frankenmuth
Freeland
Linwood
Mayville
Midland
Reese
Saginaw
St. Charles
Vassar

Sault St. Marie

Newberry
Sault St. Marie
St. Ignace

Tawas City

East Tawas
Oscoda
Standish
St. Helen
Tawas City
West Branch

Traverse City

Acme
Elk Rapids
Interlochen/Grawn
Kalkashka
Lake Leelanau
Mancelona
Northport
Traverse City

ATTACHMENT 1

ARTICLE 26 - TRAINING & EMPLOYMENT SECURITY, SECTIONS: FORCE ADJUSTMENT AREAS (FAA) OHIO FAA'S

Akron

Akron
Alliance
Barberton
Boston Hts.
Canal Fulton
Canton
Cuyahoga Falls
Dalton
Gnadenhutten
Greensburg
Hartville
Kent
Louisville
Magnolia-Waynesburg
Manchester
Mantua
Marlboro
Massillon
Mogadore
Navarre
North Canton
Perry Twp.
Plain Township
Ravenna
Rootstown
Springfield Twp.
Streetsboro
Tallmadge
Uhrichsville
Uniontown

Barnesville

Barnesville
Beallsville
Bellaire
Bethesda
Bridgeport
Clarington
Duffy
Lewisville

Barnesville (Cont.)

Somerton
St Clairsville
Steubenville
Woodsfield

Cleveland

Beachwood
Bedford
Berea
Brecksville
Brook Park
Brooklyn Heights
Burton
Chagrin Falls
Chesterland
Cleveland
Cleveland Hts.
Euclid
Gates Mills
Highland Heights
Independence
Kirtland
Lakewood
Maple Hts.
Mayfield Hts.
Mentor
North Olmsted
North Royalton
Olmsted Falls
Painesville
Parma
Rocky River
Shaker Hts.
Solon
South Euclid
Strongsville
Westlake
Wickliffe
Willoughby

Columbus

Alton
Canal Winchester
Carroll
Columbus
Dublin
Gahanna
Grove City
Groveport
Harrisburg
Hilliard
Lancaster
Lockborne
London
New Albany
New Rome
Reynoldsburg
Sugar Grove
Upper Arlington
Washington Court House
West Jefferson
Westerville
Worthington

Dayton

Beaver Creek
Bellbrook
Bowersville
Butler Twp.
Cedarville
Centerville
Christiansburg
Dayton
Donnelsville
Enon
Fairborn
Fletcher - Lena
Franklin
Hamilton Twp.
Huber Hts.
Jamestown

Dayton (Cont)

Kettering
Medway
Miamisburg
Middletown
Monroe
New Carlisle
North Hampton
Piqua
Pitchin
South Charleston
South Solon
South Vienna
Springboro
Spring Valley
Springfield
Tremont City
Trenton
Vandalia
Xenia
Yellow Springs-Clifton

Gallipolis

Ironton
Arabia
Chesire
Gallipolis
Guyan
Rio Grande
Vinton
Walnut

Hillsboro

Belfast
Aberdeen
Danville
Hillsboro
Marshal
Rainsboro
Ripley
Sugartree Ridge
Winchester

Marietta

Belpre
Graysville
Marrietta
Muskingham
New Matamoras
Newport

Salem

East Palestine
Leetonia
Lisbon
Columbiana
East Liverpool
Rogers
Salem
Salineville
Wellsville

Youngstown

Boardman
Brookfield
Canfield
Girard
Hubbard
Lowellville
Masury
New Waterford
Niles
North Jackson
North Lima
Poland
Sharon
Struthers
Youngstown

Zanesville

Conesville
Coshocton
Dresden
Fultonham
Glenford
Nelsonville
Newcomerstown
New Lexington
Norwhich
Philo
Roseville
Rushville
Somerset
Thornville
Zanesville

419 Area

Castalia
Bloomingville
Findlay
Fostoria
Lindsey
New Riegel
Sandusky
Tiffin
Upper Sandusky

ARTICLE 26 - TRAINING & EMPLOYMENT SECURITY,
SECTIONS: FORCE ADJUSTMENT AREAS (FAA)
WISCONSIN FAA's

Appleton

Appleton
Hortonville
Kaukauna
Little Chute
Neenah
New London
Stevens Point
Wapaca
Wrightstown

Eau Claire

Chippewa Falls
Eau Claire
Elsworth
Houlton
Hudson
Menomonee
River Falls
Roberts

Fond du Lac

Beaver Dam
Burnett
Fond du Lac
Horicon
Juneau
Mayville
Omro
Oshkosh
Sheboygan
Sheboygan Falls
Van Dyne
Waupun
Winneconne

Green Bay

Algoma
De Pere
Green Bay
Kewaunee
Manitowoc
Sturgeon Bay

Lake Geneva

Burlington
Delavan
Genoa City
Kenosha
Lake Geneva
Parkside
Somers
Union Grove

Madison

Beloit
Columbus
Evansville
Fort Atkinson
Janesville
Jefferson
Madison
Stoughton
Watertown
Whitewater

Milwaukee

Big Bend
Brookfield
Caledonia
Cedarburg
Greenfield
Hales Corners
Hartford
Hartland
Hubertus
Jackson
Menomonee Falls
Mequon
Merton
Milwaukee
Muskego
New Berlin
Newburg
North Lake
Oak Creek

Milwaukee (Cont)

Oconomowoc
Pewaukee
Port Washington
Racine
Sussex
Thiensville
Waukesha
Wauwatosa
West Allis
West Bend

ARTICLE 27

OPERATOR SERVICES

Introduction

This Article shall apply only to the following job titles in Operator Services:

Operator
Operator Services Assistant
Operator Services Clerk
Service Assistant
Communications Assistant
Technical Associate

Sections not addressed in this Article shall be governed by the provisions of the Parties' Collective Bargaining Agreement.

Definitions

TOUR: Collectively, the daily shifts determined by the Company, to be worked in a calendar week. Normally, a tour consists of five (5) full shifts totaling not more than thirty-seven and one half (37½) hours.

SHIFT: Hours, normally not more than seven and one-half (7½), determined by the Company constituting a regular day's work. Necessary shifts may be scheduled over any twenty-four (24) hour period.

SESSION: The continuous period of time, not exceeding five (5) hours in length and not interrupted by a meal period, which an employee is assigned to work on any day. A session may, however, include a relief break. Each shift shall have two (2) sessions.

SPLIT SHIFT: A shift in which two (2) sessions are separated by at least three (3) hours.

TYPE OF SHIFT:

	Beginning Not Earlier Than	Ending Not Later Than	Hours of Work
Morning - Afternoon	6:00 A.M.	7:29 P.M.	7.5
Afternoon - Evening	11:30 A.M 2:00 P.M.	9:29 P.M. 10:29 P.M.	7.5 7.0
Morning - Evening	7:00 A.M.	9:29 P.M.	7.5

	8:30 A.M.	10:29 P.M.	7.0
Evening	4:30 P.M.	3:00 A.M.	6.0
Night	10:00 P.M.	7:00 A.M.	7.0

OVERTIME:

(A) Hours worked in excess of a full shift in a day excluding hours paid at the premium rate.

(B) Hours worked as non-scheduled Sunday shifts.

(C) Call outs, except for call outs on a Recognized Holiday.

(D) Hours worked in excess of a full tour in a week excluding (A), (B) and (C) above.

Scheduling

27.01 Insofar as service requirements and the conditions of the business permit, selection of schedules for shifts shall normally be by seniority. The responsibility for determining the requirements and conditions rests solely with the Company. No provision of this Agreement will constitute a guarantee as to the minimum or maximum number of hours of work per week which may be required on the part of any employee.

27.02 Weekly schedules will be prepared by the Company and will show the employee's tour, shifts, non-scheduled days, lunch periods and breaks. Not later than 3:00 p.m. on Thursday of each week, schedules for the next calendar week shall be posted or otherwise made available to show the assignments for each employee during the following week.

27.03 Assignments will be adhered to unless the Company determines that service requirements and business conditions dictate otherwise. When the starting or ending time of an assigned shift (with the exception of the Sunday following the posted schedule) is changed on an assigned day after 3:00 p.m. Thursday of the preceding week by the Company, the employee whose shift has been changed shall be paid at one and one-half (1 ½) times their basic hourly wage rate for all hours worked outside of the hours of the originally assigned shift on that day. Such payment will not be paid in the cases of emergency (including events of national or local importance, fire, explosion, or other catastrophe, civil strife, severe weather conditions, or any other occurrence which restricts the Company in meeting service demands).

27.04 The Company may agree to schedule changes requested by employees and approved by the immediate Supervisor provided such changes do not violate any other provisions of this Section. When schedules are changed by mutual consent

of the employees involved with the approval of the immediate Supervisor, the original scheduled time shall be considered canceled and the newly assigned time shall become the scheduled time. In such cases, the provisions of Paragraph 27.03 shall not apply.

27.05 At least ten (10) hours must elapse between the end of a scheduled shift and the start of the next scheduled or rescheduled shift unless waived by the employee.

Lunch Periods & Breaks

27.06 A shift shall include break(s) and exclude lunch.

27.07 A lunch period, not to exceed one (1) hour, will be granted to employees.

27.08 The normal lunch period for full-time employees shall be non-paid between one-half (1/2) hour and one (1) hour in duration and shall be taken between the third (3^{rd}) and sixth (6^{th}) hour of a shift, as scheduled by the Company.

27.09 All full-time employees shall be assigned a fifteen (15) minute break during each session of their assigned shift. Such breaks shall be assigned no earlier than one (1) and one half (1 ½) hours after the start of a session nor later than one (1) hour before the end of a session. In the case of full-time employees assigned to six (6) hour shifts, two (2) consecutive breaks shall be assigned as near to the middle of the shift as feasible.

Shift Differential

27.10 Full-time employees will be paid a shift differential for evening and night work in accordance with the following schedule:

Type of Shift	**Weekly Shift Differential**
Afternoon-Evening and Morning-Evening Shifts Ending Between	
7:30 P.M. and 8:29 P.M.	$ 5.50
8:30 P.M. and 9:29 P.M.	8.50
9:30 P.M. and 10:29 P.M.	12.00
Evening Shifts Ending Between	
10:30 P.M. and 11:00 P.M.	5.50
11:01 P.M. and Later	6.00
Night	19.00

27.11 Full-time employees who are excused without pay for one (1) hour or less immediately preceding the ending time of a scheduled shift shall be paid the shift

differential applicable to the shift scheduled. Full-time employees who are excused without pay for more than one (1) hour immediately preceding the ending time of a scheduled shift shall be paid the shift differential applicable to the ending time of the time worked.

27.12 Full-time employees normally working a type of shift set forth in paragraph 27.10 will be paid a shift differential for scheduled time not worked, only in the following instances and under the following conditions:

- Illness (Paid)
- Death In Family (Paid)
- Jury or Other Court Duty (Paid), however, if such absence continues into a second calendar week, the Company may reschedule the employee to a day shift
- Severe Weather, if employee reports to work
- Vacations, if shift differential has been received by the employee for one (1) week or more immediately prior to the beginning of the vacation period
- Recognized Holidays
- Excused Work Days (Paid)
- Joint Meetings with the Company including Joint Union – Company Committee Meetings, Grievance Meetings and Union – Management Review Board Meetings

27.13 A shift differential shall not be paid for any Morning - Afternoon shift that extends beyond the normal shift ending time due to an employee working overtime.

Split Shift Differential

27.14 Any full-time employee who works any part of both sessions of a split shift shall be paid a split shift differential of Four Dollars and fifty cents ($4.50) per day.

Payment for Sunday, December 25

27.15 When December 25 falls on a Sunday, employees who work shall be paid two and one-half (2 ½) times the basic hourly wage rate for all hours worked. These payments are in lieu of Sunday premium payments set forth in Article 17, Scheduling and Payment for Time Worked, Section: Overtime & Premium Pay.

New Year's Eve Premium Payments

27.16 A New Year's Eve premium payment at the rate of two (2) times the basic hourly wage rate including applicable differentials shall be paid to employees for hours worked between 7:00 p.m. on December 31 and 7:00 a.m. on January 1 not including, however, employees working on shifts starting at or after 6:00 a.m. on January 1.

27.17 Such New Year's Eve premium payment shall be in addition to any other overtime or premium payments, subject to the provisions of Article 17, Scheduling and Payment for Time Worked, Section: Overtime & Premium Pay of the Parties' Collective Bargaining Agreement.

ARTICLE 28

SAFETY

28.01 A safe environment and efficient work operations are of mutual concern to the Company and the Union. The Parties mutually recognize the need for a work environment where all phases of the work can be achieved safely, as well as the need to promote better understanding and acceptance of safety principles by all employees, thereby ensuring not only their own safety but that of fellow employees, customers, and the general public.

ARTICLE 29

TERMINATION AND VALIDITY OF AGREEMENT

29.01 This Agreement shall become effective as of 12:00 a.m., Central Standard Time, on April 5, 2009 and shall remain in effect until 11:59 p.m., Central Standard Time, on April 7, 2012.

29.02 No later than sixty (60) days prior to the expiration date of this Agreement, either Party may serve upon the other, a written notice of its desire to negotiate changes in this Agreement or to terminate this Agreement. No bargaining with respect to a new Agreement shall commence earlier than sixty (60) days prior to the expiration date of this Agreement.

29.03 Nothing in this Article shall be construed to prevent the Parties from making any changes in this Agreement which are mutually agreeable to the Parties at any time during the tenure of this Agreement.

29.04 All contracts and agreements, except current local agreements, currently in force between the Union and the Company, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated, The Ohio Bell Telephone Company, Wisconsin Bell, Inc., Michigan Bell Telephone Company, Ameritech Services, Inc., and AT&T Services, Inc. which relate to union-represented Company employees are hereby superseded and replaced in their entirety by this Agreement. All current local agreements which are in violation of the terms of this Agreement will become null and void on the effective date of this Agreement, unless a later termination date is mutually agreed upon with respect to such a local agreement(s).

29.05 If any provision of this Agreement is invalid because it is contrary to any law, the remaining provisions shall not be affected.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in triplicate by their representatives, all on the day and year first above written.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

Kristie Darling
CWA International Representative

Ronald D. Honse
CWA International Representative

John Jay Egan
President Local 4034

Jack Huber
President Local 4320

Gregory M. Streby
President Local 4009

Elizabeth VanDerWoude,
Vice President Local 4250

George R. Walls
President Local 4603

Pamela G. Wynn,
Member Local 4309

FOR THE COMPANY:

Ronald H. Wells
Vice-President - Labor Relations

2009 Bargaining Committee Members
Randall S. White
Stefan Drozd
William J. Helwig
Minnie L. Linares
Elizabeth A. Millett
Patricia A. Peterson
Kimberly A. Svec

AGREED:

Seth Rosen
Vice President – District 4

APPROVED:

Larry Cohen
President - CWA

April 5, 2009

APPENDIX A

MEMORANDUM OF AGREEMENT

MOTOR VEHICLE USAGE PROGRAM

This Memorandum of Agreement covers the agreement reached between the Company and the Union regarding "Motor Vehicle Usage" (Home Garaging).

Unless mutually agreed otherwise, the Motor Vehicle Usage Plan in the State of Wisconsin and all other similar existing local Motor Vehicle Usage agreements will continue for the life of the 2009 Collective Bargaining Agreement. By further mutual agreement of the Parties, new local agreements will be discussed and negotiated. Such discussions and negotiations will involve local management, the Local Union and the International Union.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

TRAINING OPPORTUNITY PLAN

This Memorandum of Agreement covers understandings reached by the Union and the Company regarding the Training Opportunity Plan hereafter referred to as "TOP" as follows:

1. **Eligibility:** - A regular employee who, after the effective date of this Agreement, is declared surplus pursuant to Article 26, Training and Employment Security, Section: Force Adjustment, and who has not been offered any position in their Force Adjustment Area (FAA) or in an additional FAA as specified in paragraph 26.40(B)(5) (the Expanded Voluntary SIPP option) prior to the Force Disposition Date may participate in TOP after layoff, if previously elected by the employee.

2. **Participation:** - No later than five (5) working days prior to the Force Disposition Date, an eligible employee may elect participation in TOP.

   - An employee who elects to participate in the Training Opportunity Plan (TOP) cannot participate in the Employment Security Commitment (ESC) or the Extended Employment Opportunity Period (EEOP).

   - The TOP participant must maintain a Surplus Transfer Request (STR) on file indicating the employee's preference on laterals, downgrades and upgrades in their FAA for purposes of placement consideration as further defined below in paragraph 5, Reemployment While in TOP Status. The TOP participant to whom a job offer has been made has one (1) working day to accept the offer, after which it will be considered rejected.

3. **Income Continuation:** - A TOP participant will receive their termination payments in income continuation installments equal to their basic weekly wage rate (less appropriate taxes) at the time of layoff. Income continuation installments will continue until whichever of the following occurs first:

   - The TOP participant refuses a lateral or upgrade job offer in their FAA. Termination payments will stop immediately and the balance will not be paid to the TOP participant.

   - The TOP participant refuses a downgrade job offer in the FAA or a job offer outside the FAA and receives the balance of their termination payments.

   - The TOP participant obtains other full-time or part-time employment as defined by the Company with a non-AT&T Company and receives the balance of their termination payments.

- The TOP participant's termination payments are exhausted.

- The TOP participant fills a regular full-time job vacancy in another AT&T Midwest Company. Termination payments will stop immediately and the balance will not be paid to the TOP participant.

- The TOP participant fills a job vacancy with the Company in accordance with contractual reemployment rights. A TOP participant may be selected for recall from layoff to fill an available job opening for a job never held by the TOP participant utilizing a "most qualified" over basic qualified selection process, irrespective of the recall from layoff provisions as set forth in the Parties' Collective Bargaining Agreement.

- The TOP participant elects to voluntarily terminate participation in TOP and receives the balance of the termination payments.

4. **Duration of Participation:** - In no event may an individual remain in TOP for more than one (1) year from the initial date of layoff. At the end of that year, the balance of a TOP participant's termination payment, if any, will be paid to the participant as a lump sum. However, the TOP participant will be reimbursed to a maximum of Four Thousand Dollars ($4,000) for approved actual expenses incurred for training/retraining for up to two (2) years from date of layoff. (See "Reimbursement Feature" following.)

5. **Reemployment While in TOP Status:** - Although laid off, a TOP participant will receive the same priority consideration as that afforded a surplus employee described in Article 26, Training and Employment Security, Section: Force Adjustment, paragraph 26.36(E) for positions only in their FAA. The Non-Management Staffing Plan will not be available to TOP participants. Once the participant's termination payments are exhausted or at the end of one (1) year (whichever occurs first), reemployment rights under the provisions of Article 26, Training and Employment Security, Section: Recalls & Reemployment will continue to apply for the duration of the two (2) year Recall & Reemployment period.

- The Company will retain the undistributed balance of termination payments in the event of reemployment.

- A TOP participant who is reemployed within the Company or any other AT&T Midwest Company and who is again laid off will be paid the difference between the termination payment at the time of layoff and the amount of termination payment previously received while in TOP. Said employee is not eligible to enroll again in TOP.

- Tuition expenses approved by the Program Administrator prior to reemployment will be paid for under the reimbursement feature.

6. **Benefit Continuation:** - A laid off employee who elects TOP participation becomes eligible for a maximum of one (1) year of medical, dental, vision, and basic group life insurance benefits the employee would have been eligible for under Article 16 had the TOP participant remained an active employee Benefits provided under TOP shall run concurrently with the extended medical coverage to which the TOP participant may be entitled under the Parties' Collective Bargaining Agreement and shall not extend the period of coverage beyond that required to be provided by the Consolidated Omnibus Budget Reconciliation Act ("COBRA") of 1986.

Such benefits will continue until whichever of the following occurs first:

- Termination payments are exhausted.
- The TOP participant is reemployed in a regular full-time position within an AT&T Company, or obtains other regular full-time or part-time employment, as defined by the Company, with a non-AT&T Company.
- The TOP participant elects to voluntarily terminate participation in TOP and receives the balance of the termination payments.
- A maximum of one (1) year has passed from the beginning date of TOP participation.

7. **Reimbursement Feature:** - TOP participants are eligible to receive up to a maximum of Four Thousand Dollars ($4,000) for actual expenses incurred for tuition, training, job placement services related to seeking employment, or for moving expenses if the TOP participant is required to move their residence in conjunction with a job elsewhere within an AT&T Company.

- Any such expense must be approved by the Company prior to being incurred.
- The Program Administrator will provide assistance to the TOP participant in selecting appropriate educational or training classes or programs; will conduct skills, interest and aptitude assessment, if necessary; and will recommend out-placement counseling where appropriate.
- Reimbursement will be made for approved expenses incurred within two (2) years from the date of layoff.
- The Program Administrator may recommend that a TOP participant take a Company training class. Such a class if approved, may be taken during TOP participation and up to one (1) year following the date of layoff.

During the period of TOP participation, if a TOP participant's spouse or registered domestic partner is unemployed, that spouse or registered domestic partner is also eligible to participate in the TOP reimbursement feature with the following limitations:

- Said participation shall not exceed Two Thousand Dollars ($2,000) of Company approved expenses incurred for tuition/training.
- Any such expense must be approved by the Company prior to being incurred.
- Reimbursement will be made for approved expenses for one (1) year from the date the spouse's or registered domestic partner's TOP participation begins but in no event later than two (2) years from the date of the TOP participant's layoff.
- If the TOP participant is reemployed by an AT&T Company, voluntarily terminates participation in TOP, refuses any job offer or obtains other regular full-time or part-time employment, as defined by the Company, with a non-AT&T Company, the spouse or registered domestic partner will only be eligible to complete the current term of enrollment in training.

8. **Plan Administration:**

- Will be through a designated Company Program Administrator.
- Nothing in the Plan or its administration will be subject to the grievance and arbitration processes as set forth in the Parties' Collective Bargaining Agreement.

9. **Duration:** - The Training Opportunity Plan will remain effective during the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

FOUR DAY TOUR

The Union and Company recognize that in certain work groups it may be beneficial to the employees and in the best interest of the business to establish a four day schedule as a normal tour. Accordingly, in a work group where local management and the local union agree, the number of hours which presently constitute a normal five day tour will be scheduled in equal amounts over four days.

The work groups selected for such four day tours will be solely at the discretion of the Company. The local management and the local union will discuss the process by which the number of employees who volunteer will be assigned their shifts and tours. It is further agreed that if the needs of the business require the Company to discontinue the four day tour, the Company will notify the Union in advance.

Four day tours will be scheduled in advance as full tours. No daily overtime payment shall be made for any of the scheduled hours worked which constitute the normal four day tour.

Subject to the above, and before implementing a four day schedule in any work group, the local management and the local union will establish the parameters and implementation procedures for such four day tours. Unless otherwise agreed, the following will apply:

(1) Weeks in which holidays fall will revert to a normal five-day tour.

(2) Employees scheduled for a week of vacation will have their tours revert to the normal five-day tour.

(3) Employees pre-scheduled for Excused Work Days, Day-At-A-Time Vacation, Floating Holiday(s), or jury duty will revert their tours to the normal five-day tour. Non-scheduled Floating Holidays, Excused Work Days, or Day-At-A-Time Vacation within a week in which the employee's tour is four ten hour days will be treated as ten hour days. Employees may take no more than four ten hour unscheduled days (i.e., forty hours) on a day-at-a-time basis. These unscheduled days include Floating Holidays, Excused Work Days, or Vacation days.

(4) Payment will be based upon a ten hour day for employees who are absent because of sickness or accident disability during the course of the four day tour. If the disability continues into the next week, the employee's tour will revert to the normal five day tour.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

REGIONAL JOINT BENEFITS FORUM

This Memorandum of Agreement covers understandings reached by the Company and the Union regarding the establishment of a single, Regional Joint Benefits Forum (the Forum JBF) as follows:

1. The purpose of the Forum is to address issues of mutual interest associated with providing employees cost efficient quality benefits under provisions of the benefit plans offered to AT&T Midwest employees, or other mutually identified areas or issues of health care concern.

2. The Forum will have no charge or authority to negotiate or collectively bargain with respect to the current health care plans. The Forum's focus will be to address employee concerns and needs relative to services provided under current plans. The Forum may make recommendations to improve the quality of Benefit delivery.

3. The Forum is established to replace all former joint health care or other committees as may have previously been established for similar purposes by the Parties or by the Union and any other AT&T Midwest Company.

4. Forum membership will consist of the following:
   - Co-Chairs; one (1) Union and one (1) AT&T Midwest Labor Relations Representative;
   - Six (6) additional Union appointed representatives; and,
   - Two (2) AT&T Benefit Department representatives.

5. The Forum will meet once per calendar quarter unless otherwise agreed to.

6. Pay and/or expenses for Union Forum representatives who are Company employees not on a Leave of Absence for Union Business will be as follows:
   - Since it is envisioned the Forum meetings will be held in Chicago, the Company will reimburse the Union representatives for reasonable round-trip transportation expenses to Chicago to attend scheduled Forum meetings.
   - The time of such representatives when meeting with the Company will be considered joint union - management time and be paid up to eight (8) hours basic wages per day.
   - The Company will not pay for overtime or wage differentials and assumes no obligation for any other time or expenses of Union representatives.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

COMMERCIAL DRIVER'S LICENSE & SPECIAL OPERATING PERMIT OR LICENSE

This Memorandum of Agreement covers understandings reached by the Company and the Union regarding reimbursement for fees and expenses related to obtaining commercial driver's licenses and special operating permits or licenses.

The Company shall reimburse employees for customary fees and expenses in conjunction with obtaining a commercial driver's license or a special operating permit or license which is specifically requested and authorized by the Company. These provisions apply to those employees seeking a new or periodic renewal of such license or permit. Employees shall be permitted to obtain such new or renewal license or permit on paid Company time at an hour and location selected by the Company. The Company shall determine the number of employees with such licenses or permits required to operate the business and may increase or decrease this number as required.

Such reimbursement shall not be made if an employee loses or forfeits the license or permit through their own acts or omissions.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

SUCCESS SHARING PLAN

Based on the Union and Company's desire to have employees share in the success of AT&T Inc. ("AT&T"), the parties agree to a Success Sharing Plan ("SSP"). Eligible employees may receive annual contributions into a Health Reimbursement Account ("HRA") established under an employee benefit plan sponsored by the Company, pursuant to the Internal Revenue Code and applicable regulations, based on AT&T stock price appreciation and AT&T dividend rate.

A. Plan Components

1. Success Units

Employees will be awarded 150 success units at the beginning of each award year (October 1, 2009, October 1, 2010 and October 3, 2011). Those success units will only be valid for that award year and will not carryover to the next award year. A success unit is only used as a multiplier in the payout calculation and is not a share of stock nor has any other value.

2. Determining Stock Appreciation Award Value

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

The stock price used in establishing the award value will be the closing AT&T stock price on the New York Stock Exchange.

The award value will be adjusted proportionally to reflect any stock split.

3. Determining Dividend Rate Value

For Award Year 2012, the payout will include a dividend rate value. This value will be determined by adding each AT&T declared quarterly dividend during the award year (December 2011, March 2012, June 2012, and September 2012) and multiplying this total by 150 success units.

4. Payout

A. For Award Years 2010 and 2011:

Employees will receive a total payout based on the difference between the ending award value and the beginning award value for the award year times 150 success units. For example:

Stock Appreciation Value:
Beginning award value – October 1, 2009 closing AT&T stock price $25.00
Ending award value – September 30, 2010 closing AT&T stock price $30.00
Total Payout – $30 - $25 = $5 x 150 success units = $750.00

B. For Award Year 2012:

Employees will receive a total payout based on the difference between the ending award value and the beginning award value for the award year times 150 success units plus the dividend rate value. For example:

Stock Appreciation Value:
Beginning award value – October 3, 2011 closing AT&T stock price $25.00
Ending award value – September 28, 2012 closing AT&T stock price $30.00
Payout – $30 - $25 = $5 x 150 success units = $750.00

Dividend Rate Value:

December 31, 2011 dividend	$.41
March 31, 2012 dividend	$.41
June 30, 2012 dividend	$.41
September 30, 2012 dividend	$.41
Total Dividend	$1.64

Payout - $1.64 x 150 success units = $246.00
Total Payout
$750.00 stock appreciation value + $246.00 dividend rate value = $996.00

The Company shall contribute the total payout value into the HRA of each eligible employee as soon as practicable after the award year and will normally occur by December 31st.

B. Eligibility

Employees eligible for contributions as described above are those regular, temporary and term employees who are on the payroll on both the beginning and ending dates of the award year and who work for a minimum of three (3) months within the award year in a position covered by this Collective Bargaining Agreement. Eligible employees who are on approved leaves of absence or short-term disability absence and meet the other eligibility requirements on the ending date of the award year shall receive a contribution, provided they return to duty on or before December 31 of the year in which the contribution is made.

C. Part-Time Employees

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

D. Dispute Resolution

Company determination under this plan shall be final and binding. The Union may present grievances relating to matters covered by the SSP, but neither the plan nor its administration shall be subject to arbitration.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

WORK AT HOME / TELECOMMUTING TRIALS

The Union and the Company recognize that it may be beneficial to the employees to establish Work At Home / Telecommuting Trials. Therefore, it is understood that such initiatives (current and future) require the concurrence of both the Company and the Union.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

SAFETY ADVISORY COUNCIL

This Memorandum covers the understanding reached between the Company and the Union in the matters of safety and work environment. The Parties agree to establish for the duration of this Agreement a single Safety Advisory Council. The Council shall meet periodically as appropriate and will consist of one Union representative from each state as well as an appropriate number of management representatives.

The function of this Advisory Council shall be to advise the Company and to discuss issues concerning OSHA, DOT & EPA. The Council may review proposed new or redesigned safety, environment & transportation programs developed; formulate suggested changes in existing practices and rules; suggest new safety practices & rules; review accident statistics and trends.

A local safety committee will be established where appropriate and when both the Company and the Union mutually agree that a committee should be established.

In connection with any of the above activities, active employees shall be compensated for time spent for attending such council meetings during the employee's scheduled shift at the employee's regular basic wage rate of pay.

Pay and/or expenses for Safety Advisory Council representatives who are Company employees not on a Leave of Absence for Union Business will be as follows:

- One time each year, the Safety Advisory Council will meet in person. Since it is envisioned that this meeting will be held in Hoffman Estates, the Company will reimburse the Union representatives for reasonable round trip transportation expenses to Hoffman Estates to attend this meeting.

- Additional Safety Advisory Council meetings may be held by teleconference, videoconference, or any other effective method. If the Parties mutually agree to hold additional Safety Advisory Council meetings in person, the Company may reimburse the Union representatives for reasonable round-trip transportation expenses to such meetings.

- The time of such representatives when meeting with the Company will be considered joint union - management time and be paid up to eight (8) hours basic wages per day.

- The Company will not pay for overtime or wage differentials and assumes no obligation for any other time or expenses of Union representatives.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

CONTRACTING OUT

This Memorandum of Agreement covers understandings reached between the Company and the Union regarding the use of contractors by the Company.

The Parties have discussed both the Company's need to contract out work and the concern of employees about the potential effects on them. The Company has stated that its objective in making decisions regarding the contracting out of work is to carefully consider the interests of customers and employees, as well as all other factors relating to management of the business.

While the Company cannot make specific commitments regarding the contracting out of work, it is the Company's general policy that traditional telephone work will not be contracted out if it will currently and directly cause layoffs or part-timing of regular employees in the Bargaining Unit. When reviewing bids received regarding contracting out, the Company will give consideration to utilizing available Union contractors, but the Company shall retain the sole discretion to select the contractor to receive the work.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

CONTRACTING OUT REVIEW

This Memorandum of Agreement covers discussions between the Company and the Union regarding the periodic review of contracted out work during the term of the Parties' 2009 Collective Bargaining Agreement.

1. On a quarterly basis, the Company's Assistant Vice President - Labor Relations (or the designated Labor Relations representative), along with two (2) other Company representatives and the appointed representatives of the Union's Vice-President District 4 will meet to review traditional telephone work identified by the Union which has been contracted out. Union members shall consist of not more than three (3) Union Representatives. Committee members who are employees shall be compensated for attending Committee meetings authorized by the Company during the employee's scheduled shift at the employee's basic wage rate in accordance with Article 10.06 of the current Collective Bargaining Agreement. The Company will also pay associated reasonable transportation expense and/or lodging expense of employees, when authorized by the Company.

2. In advance of any scheduled review meeting, the Company will provide the following information regarding the identified subcontracted work to be reviewed: The name(s) of the contractor(s); the nature of the work; the zip code(s) of the location(s) where the work was performed; and, if available, the number of hours of work subcontracted and associated costs, provided such information is not considered proprietary information and the disclosure of such information is not detrimental to the operation of the business. The focus of such reviews shall be to afford the Union an opportunity to suggest ways in which the Company could, in the future, use Bargaining Unit members to perform the same contracted out work at the same or lower total cost to the Company and within the same completion time requirements.

3. Where such suggestions are presented by the Union, the Company will give them due consideration and will advise the Union of its determination.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

AT&T MIDWEST NON-MANAGEMENT STAFFING PROCESS

This Memorandum of Agreement reflects the agreement reached between the Company and the Union regarding the AT&T Midwest Non-Management Staffing Process.

This staffing process applies to all regular employees, except regular limited term employees unless mutually agreed to by the Union and the Company.

This memo does not change any of the contractual provisions for placement of surplus as defined in Article 26 of the Collective Bargaining Agreement (CBA).

If it becomes necessary to make changes to this agreed-upon staffing process such changes will be discussed with the Union prior to implementation.

Employees are encouraged to have a skill profile and test request on file prior to self-nominating for an open position, however, it is not mandatory to be considered for an open position.

> Employees will be scheduled for testing based on projected job needs and employee availability (e.g. vacation, etc). If an employee is considered to be a candidate for an open position, but is unavailable for 5 business days or less to be scheduled for testing, regardless of whether there is a test request on file, the open position will not be filled until the employee can be tested.
>
> If an employee, considered to be a candidate for an open position, is unavailable for 10 business days for test scheduling due to vacation and has had a test request on file for at least 30 days prior to the posting date of the open position, the open position will not be filled until the employee can be tested.
>
> Employees who have not completed time on assignment requirements will be able to submit a request to be scheduled for testing three (3) months prior to the end of their time-on-assignment period.

Employees who are selected for positions through this agreed-upon AT&T Midwest Staffing Process will be required to serve time-on-assignment when their job title changes and/or the content of their job changes. Generally a change in job content is a result of movement between Market Business Units. Time on assignment must be served prior to an employee's transfer to a different job unless waived by management and agreed upon by Labor Relations.

Open positions will be posted for seven (7) calendar days. Employees will be able to self-nominate for these positions twenty-four (24) hours a day, seven (7) days a week. Employees may bid on an unlimited number of open positions.

All employees who have nominated for the open positions, including employees who are test qualified and those awaiting testing as noted above, will be considered for open positions provided such employees meet the requirements for satisfactory attendance and performance pursuant to the AT&T Midwest Staffing Process and have satisfied time on assignment.

Selection for open positions will be made by the Company in accordance with Article 15 of the Collective Bargaining Agreement.

If an employee selected for an open position is unable to satisfactorily complete training or is unable to satisfactorily perform the duties of the job during the first six (6) months following formal training, the employee will be retreated to his/her former job or a job of like status and pay, in comparison to his/her former job.

Employees who have accepted a promotion or a position involving a job content change may, within ninety (90) days of the effective date of the transfer, notify their supervisor in writing that they wish to retreat to their former position. Employees will be retreated to their former jobs or equivalent jobs as the needs of the business permit. However, new time on assignment requirements must be met before an individual voluntarily retreating may be considered for other open positions in the future.

The Company will provide the Union with copies of revised Job Briefs for its review and will consider the Union's input for future revisions.

A designated member of the Union may contact the designated Company counterpart to address the appropriateness of qualifications for a posted job vacancy. The Company will respond within two (2) business days as to the appropriateness of the qualifications for the posted job vacancy.

Skills verification will be required in situations where the skill is a factor in the selection of the candidate. Hiring Managers must return completed skills verification forms to the AT&T Midwest Staffing Center.

On a requisition, twenty-five (25) points will be added to the most senior candidate, per job opening. If the most senior candidate declines the job, or is otherwise disqualified, the points will be reassigned to the next senior candidate. If that candidate declines the job or is disqualified, these same twenty-five (25) points will be successively assigned in seniority order until the requisition is filled.

If the Company determines it is necessary to make changes to the Additional Qualification points, currently within the range of 98-103, it will discuss the changes and any impact they may have with the Union.

An Oversight and Review Board composed of three (3) AT&T Midwest representatives and three (3) members of the Union will meet quarterly, when necessary, and will:

- Monitor the ongoing operation of the AT&T Midwest Staffing Process.
- Analyze its overall results.
- Provide a forum to address concerns raised about the staffing of jobs through the AT&T Midwest Staffing Process, including skills verification.

The Company and the Union will continue, through the use of joint teams, to review the appropriate adders for each official job title within the Company. The teams will be made up of representatives of the Labor Relations and Company Staffing organizations, front line managers, a representative from the CWA Oversight Committee and Union-represented employees that are currently performing the job being reviewed.

As the Administrative Guidelines are updated, the Company will provide copies to the CWA International and each Local Union.

The Company will supply the CWA International the ability for "view only" access to the AT&T Midwest Staffing system at a location of the Union's choice. Training costs of the Union Representative and reasonable time spent by the Union Representative jointly investigating grievances associated with the Staffing Plan with the Company Representatives will be assumed by the Company.

The following guidelines apply to Panel Interviews:

- Panel interviews will be restricted to a pass or fail criterion.
- All people participating as panel interviewers will be trained on the interview process.
- All interviews will be performed by a panel, not one individual.
- The interview will be consistently applied to all applicants for a position.
- The interview process will be used to assess skills or aptitudes as they relate to the position.
- The interview process will not be utilized to duplicate other tests.

This Memorandum of Agreement in no way changes the Union's grievance and arbitration rights which are in effect at the time of the signing of this Memorandum.

This Memorandum of Agreement shall remain in effect through the life of the 2009 Collective Bargaining Agreement.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

CWA/AT&T MIDWEST CUSTOMER SERVICE RESPONSE TEAM

The Company and the Union mutually recognize that responsive interaction and communication with customers by front line employees is essential to providing quality customer service and successfully meeting the challenges of a competitive marketplace.

Also recognized is the need to assure the front line employees a customer focused workplace wherein efficient high quality customer service is promoted in an environment supportive of employees' needs for professional growth and sensitive to their need for personal consideration.

Accordingly, the Company and the Union hereby agree to continue CWA/AT&T Midwest Customer Service Response Team(s) which will bring together key Union leaders and Company executives to review and discuss on an oversight basis those issues concerning front line employees in their provisioning of customer service in the Market Business Units that have traditionally participated in such meetings. Company executives may represent a specific Market Business Unit, or multiple Market Business Units.

Such oversight discussions and reviews by the team are intended to encompass the broad range of issues which may affect front line employees and the management team in their joint commitment to provide high quality customer service. These will include service levels, performance standards AWT/CST, monitoring, adherence, job stress, sales objectives, training, vacation scheduling, employee attitudes, staffing, and other issues as appropriate.

The Company team(s) will consist of at least a Vice President and an HR representative from the Market Business Unit(s) and the Director of Labor Relations-CWA. In addition to the appropriate International Representative, the Union will appoint a number of key representatives equal to the number of AT&T Midwest states in which the participating Market Business Unit(s) has operations.

The Team will meet at least annually, and up to four (4) times a year if mutually agreed by the Parties. Time spent during the meetings will be considered as Company-Union meeting time. Payment for such time will be paid as detailed in Article 10.06, Section: Payment for Joint Meeting Time of the Collective Bargaining Agreement. The Company will pay associated transportation and lodging expense as agreed to prior to each meeting.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

MONITORING

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 communications industry. It is the intent to develop overall performance to provide service to customers in an efficient, courteous and responsive way.

Monitoring is a tool to evaluate the on-line effectiveness of employees to reach and maintain quality service. The approach for monitoring will continue to be based on a premise that fosters a work environment that builds on mutual trust and respect which enhances job satisfaction.

Monitoring includes, but is not limited to, the following:

a) Service Observations: Monitoring of this type is intended to randomly review the performance of the work group to determine their effectiveness in providing quality service to customers. Official Service Observations, made at the direction of the Company for the primary purpose of determining the overall quality of service furnished to customers, are not intended nor will they be used for the purpose of identifying or rating the performance of individual employees except as noted below. The Company will not publish any result data of any official observing for small offices that would allow for identification of individual employees.

b) Diagnostic: Monitoring of this type is intended to review and evaluate new or changed products, practices and procedures.

c) Evaluative/Developmental: Monitoring of this type is intended to be handled in a professional and confidential manner and to document performance of the individual employee for evaluation purposes. This type of monitoring will be conducted by management personnel and will generally be done at the work address/location. While conducting remote evaluative/developmental monitoring, management must display a visual indicator that employee monitoring is in progress. Evaluative/Developmental call monitoring will be from a sampling of calls. Such calls will not be arbitrarily selected for evaluative purposes. The monitoring results should be reviewed with the employee within twenty-four (24) hours after the monitoring has taken place. Other managerial steps, such as training sessions, visual observations, individual discussions and coaching may be used in addition to monitoring to evaluate and improve an employee's performance.

Individual notification will be given to employees to be monitored the day the Evaluative/Developmental Monitoring takes place. Employees' preference for side by side or remote observations will be honored where existing facilities permit.

Exception: Individual notification and preference are applicable once an employee has six (6) months' on job experience after completion of formal training.

Where an employee demonstrates difficulty meeting established performance expectations, he/she may lose the privilege of receiving notification and choice of preference until performance expectations are met on a consistent basis.

Monitoring used for Service Observations or Diagnostic review, will not result in employee discipline unless customer abuse, fraud or violation of the Company Code of Business Conduct are involved.

To administer monitoring, the Company will set guidelines on the monthly number of Service Observation and Diagnostic calls handled by employees which will be subject to managerial monitoring. These guidelines will provide for reasonable Company-wide consistency in the number of monitored calls needed to obtain a valid sample of the employee's grade of service and to determine his/her training needs. Monitoring is not intended to harass an individual employee or any group of employees, nor should it be used to create an atmosphere of pressure in the work environment.

The Company's reasons for engaging in monitoring will be explained to employees subject thereto. They will be informed of the proper use of such monitoring by their managers.

Managers will be trained in analyzing observation data, in planning appropriate training, and in improving their interviewing skills, including placing emphasis on the positive aspects of an employee's job performance.

At their request, employees will be allowed reasonable time during working hours (normally during a feedback of the results of manager's monitoring) to review their monitoring records and work performances summaries.

It is not the Company's primary intent to use GPS, AMAs or electronic reports to monitor and discipline employees. However, should the Company become aware of misconduct through the normal use of GPS, AMA's or electronic reports the Company can not ignore such information and reserves the right to take appropriate action, including application of appropriate discipline.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

INNOVATIVE SCHEDULING
(FLEXTIME)

This Memorandum will confirm our understanding that the Company will encourage innovative scheduling including flextime in those organizations that determine such scheduling permits them to meet the needs of the business. Such scheduling shall be in accordance with those provisions of the 2009 Collective Bargaining Agreement between the Union and the Company governing scheduling. Both the Company and the Union will encourage the active involvement of Local Union Officers in "Flextime" implementation efforts.

It is further understood that if such scheduling does not prove to be in the best interest of the business, it will be discontinued effective with one (1) week's notice to the employees involved.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

MEDICAL FACILITIES OR PHYSICIAN VISITS

The Company will reimburse employees for personal travel expenses incurred in connection with Company directed visits to Medical Facilities or Company designated local physicians, including such visits related to cases of disability. The Company will not reimburse employees for any expense incurred in connection with non-Company directed medical related visits or for those visits to a personal physician in order to secure a doctor's signature on a disability certificate.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

LABOR ADVISORY FORUM

The Union and Company recognize that the ever changing telecommunications marketplace makes it mutually beneficial to maintain open and meaningful dialogue at the highest Union/Management levels concerning the Company's competitive challenges, business needs and the Union's desire to provide significant input concerning related Company decisions and actions which may effect and/or impact Union-represented employees.

Therefore, the Parties agree to initiate a joint Labor Advisory Forum for the purpose of ensuring such open dialogue and to forge a stronger partnership dedicated to the promotion of mutually beneficial objectives.

The Parties intend that Forum members may convene to collectively address a wide range of key business and employee related issues including, but not limited to the following:

- Market changes;
- New and potential business initiatives;
- Industry-wide technological change and opportunities;
- Ways to improve terms and conditions of employment;
- Enhancing employees' readiness for future opportunities.

The Forum will be co-chaired by the Company's Vice President-Labor Relations and the CWA Vice President - District Four. Other Forum members will include:

- Those Union representatives assigned responsibilities for contact with the respective Market Business Units;
- Key Labor Relations staff managers, including Labor Relations liaisons to the respective Market Business Units;
- Key Market Business Unit leaders as agreed upon.

The Forum may be scheduled to meet at least twice per calendar year, but may meet more or less often as mutually agreed upon by the co-chairs. Forum meetings may be convened as appropriate to include additional participants upon mutual agreement of the co-chairs, e.g., convene a larger group meeting to include all local Union presidents region-wide and additional Market Business Unit leaders.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

GUARANTEED PERSONAL TIME OFF

The Company is sensitive to our employees' personal responsibilities and in an effort to accommodate employees in this area, the Company and the Union have mutually agreed to the following provisions regarding an employee's guaranteed unscheduled time off.

1. An employee will be allowed, on request, to take off two (2) of his or her single days (Excused Work Day or a Day-At-A-Time Vacation Day) per year except during the months of June, July or August. One (1) person per work group, per day, (for work groups of less than 100 employees) or 1 person per 100 employees (for work groups larger than 100 employees), will be allowed off unless otherwise mutually agreed locally. Eligibility requirements for Excused Work Days and Day-At-A-Time Vacation are set forth in Articles 22 and 23 of the 2009 Collective Bargaining Agreement, respectively.

2. In addition, twice every six (6) months, employees will be allowed to utilize, on request, either:
   - one (1) half-day excused work day; or
   - one (1) 2-hour increment of an excused work day; or
   - one (1) half-day vacation day.

   The granting of this time off is limited to four (4) incidents per calendar year per eligible employee. One (1) employee per work group, per day, (for work groups of less than 100 employees) or 1 person per 100 employees (for work groups larger than 100 employees), will be allowed off unless otherwise mutually agreed locally. Eligibility requirements for 2-hour increments or half-day excused work days or half-day vacation are set forth in Article 22 and 23 of the 2009 Collective Bargaining Agreement, respectively.

3. Time off identified in paragraphs 1 & 2 above may not be taken on a Company Recognized Holiday and may only be utilized Monday through Friday.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

OVERTIME

This Memorandum of Agreement covers the agreement reached between the Company and the Union concerning the need to work overtime when required by service requirements and conditions of the business.

1. The Parties agree that Company employees working at Company locations in the states of Michigan, Indiana, Illinois and Wisconsin shall be required to work overtime when required by the demands of the service, consistent with existing practices and/or contractual agreements in those states.

2. The requirement to work overtime for employees in the state of Michigan shall be under the following conditions:

   (A) Employees shall not be required to work overtime in excess of nine (9) hours in any calendar week during eight (8) months of the calendar year nor in excess of twelve (12) hours in any calendar week during four (4) months of the calendar year as designated by each Market Business Unit. Such designation shall be made by December 31 of the preceding calendar year.

   (B) The provisions of (A) above shall not apply in cases of emergency or when an employee agrees to overtime assignments in excess of the hours specified in (A) above. An emergency shall be defined as an event of national or local importance, fire, explosion, or other catastrophe, civil strife, severe weather conditions, or any other occurrence which restricts the Company in meeting service demands.

3. In those instances where the Company determines that employees will be required to work overtime, the Company shall provide employees at least two (2) hours notice prior to the end of their shift. In the event of unforeseen circumstances, the Company shall provide employees with as much notice in advance as possible.

4. The Parties further agree that Company employees working at Company locations in the state of Ohio shall work overtime on a voluntary basis, consistent with existing practices in Ohio.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

EMPLOYMENT SECURITY COMMITMENT

This Memorandum of Agreement – Employment Security Commitment ("Memorandum", "Commitment" or "ESC") covers understandings reached between the Company and the Union regarding employment security. This Memorandum supersedes the Memorandum of Agreement – Employment Security Commitment and the Memorandum of Agreement – In Lieu of Employment Security Commitment contained in the Parties' 2004 Collective Bargaining Agreement ("Agreement").

In response to CWA and employee concerns regarding employment security and in addition to the existing provisions in Article 26, Training and Employment Security, Section: Force Adjustment, of the 2009 Collective Bargaining Agreement between the Company and the Union, the Parties agree as follows:

1. The Company will guarantee employment security from involuntary layoff ("Job Offer Guarantee") during the period stated herein to qualified surplus regular employees, hired prior to April 4, 2004, subject to the conditions and provisions contained in this Commitment.

NOTE:

(A) This Commitment does not apply to an employee who has been offered the opportunity to follow the work within their Market Zone (Attachment), nor shall it continue to apply to an employee who is offered the opportunity to fill a position in their Market Zone under Article 26, Training and Employment Security, Section: Force Adjustment, of the 2009 Collective Bargaining Agreement.

(B) In addition, an employee who is offered a job under an expanded Voluntary SIPP option as defined in Article 26, Training and Employment Security, Section: Force Adjustment, paragraph 26.40 (B(1-5)) may not participate in this ESC.

(C) An employee who elects to participate in the ESC cannot participate in the Training Opportunity Plan ("TOP").

2. Any regular employee hired prior to April 4, 2004 (except those excluded by the note in paragraph 1, above) who, after the effective date of this Agreement, is declared surplus pursuant to Article 26, Training and Employment Security, Section: Force Adjustment shall, prior to involuntary layoff, be offered a job in their Market Zone by the Company for which they are qualified, provided the employee has first fulfilled the following conditions:

(A) Is already test qualified for consideration, or becomes so qualified by passing the Technical Mechanical Test (TMT) and the Customer Contact Interactive Assessment (CCIA) or their replacements.

(B) Meets current job requirements.

(C) Within sixty (60) days of the date of Surplus Notification, or by such later date as is determined by Management, advises the Company of their election to invoke the Job Offer Guarantee, and to be considered for all jobs at all locations within their Market Zone beginning on the ninety-first (91st) day* following the date of Surplus Notification (*on the day following the anticipated force disposition date for those surplus situations declared more than ninety [90] days in advance). After the sixty (60) day election period, or by such later date as is determined by management, an employee who elects the ESC cannot change their election and choose TOP.

NOTE: The provisions of Article 26, Training and Employment Security, Section: Force Adjustment, paragraph 26.41 will not apply to employees who invoke the Job Offer Guarantee.

3. The guaranteed job offer shall be made to those qualified employees in the Surplus Employee Group as defined in Article 26, Training and Employment Security, Section: Force Adjustment, by order of seniority beginning on the 91st day* following the date of Surplus Notification (*on the day following the anticipated force disposition date for those surplus situations declared more than ninety [90] days in advance). The Company may make a guaranteed job offer for positions with companies not signatory to this 2009 Collective Bargaining Agreement consistent with the terms of the Inter Subsidiary Movement Process referenced in the National Transfer Plan, Section: ("IMF"). Employees accepting a job offer outside their current bargaining unit shall be treated as if they had transferred under the terms and conditions of the IMF process and shall be subject to all applicable receiving company practices, policies, collective bargaining agreement provisions and benefit plan eligibility standards, including those related to or affected by Net Credited Service.

(A) An employee to whom a guaranteed job offer has been made has one (1) working day to accept the offer after which it will be considered rejected.

(B) Rejection of a guaranteed job offer** for which a Company referenced in the National Transfer Plan has vacancies, voids this ESC, and shall be considered an election by the employee to continue under the terms of Article 26, Training and Employment Security, Section: Force Adjustment, except for the provisions outlined in paragraph 26.41, Article 26, Training and Employment Security, Section: Force Adjustment.

** If the guaranteed job offer is not a lateral or an upgrade within the Force Adjustment Area (FAA), the employee may accept the Company's earlier offer of the Transitional Leave of Absence (TLA) as referenced in Article 26.36(H) of the current Collective Bargaining Agreement, if eligible.

(C) A qualified surplus employee who, at his/her force disposition date, is entitled to, but has not yet received, a guaranteed job offer shall remain on the payroll at his/her existing wage rate and shall be assigned such work within the FAA as management deems appropriate until a guaranteed job offer is made.

NOTE: Any employee who has been retained on the Company payroll beyond his/her force disposition date pursuant to this ESC and who then rejects a guaranteed job offer, in their Market Zone for which the companies listed in the IMF process have vacancies shall be terminated. The amount of wages paid said employee between the force disposition date and termination shall be deducted from any termination payment due.

4. The terms of this Commitment shall not apply to "Union-Management modifications" to the force surplus disposition procedures as provided for in paragraph 26.44 of Article 26, Training and Employment Security, Section: Force Adjustment, unless Union and Management mutually agree.

5. The force surplus conditions contemplated and dealt with in this Commitment are those which occur in the normal course of business for reasons such as technological change, etc. The Company retains the right, however, to suspend or cancel at any time the application of this Commitment when a force surplus is declared because of any significant change or extraordinary fluctuation in economic or business conditions as determined by the President of the Market Business Unit. Examples of significant changes, include but limited to, the following:

   (A) The cessation of a line of business;

   (B) An interexchange carrier takeback of billings and collections functions.

6. Wage treatment for employees who accept or receive jobs pursuant to paragraph 3, above, shall be in accordance with the Parties' 2009 Collective Bargaining Agreement.

7. Upon ratification of the Parties' 2009 Collective Bargaining Agreement, the Company agrees that, for the term of the 2009 Collective Bargaining Agreement the Company will not exercise its right to suspend or cancel this Agreement, as set forth in Paragraph 5, above.

8. Paragraph 2 of this Agreement will be subject to arbitration. Paragraphs 1, 3, 4, 5, 6 and 7 shall not be subject to arbitration.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MARKET ZONES

ZONE NUMBER	MARKET ZONE	DEFINITIONS
1	Illinois	The entire State of Illinois
2	Indiana	The entire State of Indiana
3	Wisconsin	The entire State of Wisconsin
4	Metropolitan Detroit	The area of the State that is both East of U.S. Route 23 and South of Interstate 69 and including, in their entirety, the cities of Ann Arbor, Monroe, Port Huron, and also including Toledo, Ohio, but excluding in its entirety the City of Flint.[1]
5	Outstate Michigan	That area of the State of Michigan not included in Zone 4.
6	Northern Ohio	The area of the State North of the Northernmost city limit of Uhrichsville, but excluding Toledo.
7	Southern Ohio	That area of the State of Ohio not included in Zone 6, but excluding Toledo.

[1] As used in this chart, the city of "Flint" includes locations within the current jurisdiction of CWA Local 4103, even if outside the Flint city limits.

MEMORANDUM OF AGREEMENT

EXTENDED EMPLOYMENT OPPORTUNITY PERIOD

This Memorandum of Agreement ("Memorandum") covers understandings reached between AT&T Midwest ("Company") and District 4 of the Communications Workers of America ("Union") regarding the ability of certain employees to continue to seek jobs for a defined period after they have been declared surplus and reached their Force Disposition Date. In response to CWA and employee concerns regarding employment opportunities for employees hired on or after April 4, 2004 but prior to April 5, 2009, the Parties agree as follows:

1. The Company will provide employment security from involuntary layoff ("Job Offer Guarantee") to qualified surplus regular employees hired on or after April 4, 2004 but prior to April 05, 2009 in accordance with the terms of this Memorandum. This Memorandum does not apply to an employee who:

   (A) Has been offered the opportunity to follow the work within Illinois, Indiana, Michigan, Ohio or Wisconsin (the "Midwest Region"), nor shall it continue to apply to an employee who is offered the opportunity to fill a position in the Midwest Region under the Agreement;

   (B) Has been offered a job under a Voluntary SIPP option as defined in Article 26 of the Agreement, paragraph 26.40 (B - E); or

   (C) Elects to participate in the Training Opportunity Plan ("TOP").

2. Any regular employee hired on or after April 4, 2004 but before April 05, 2009 (except those excluded by the note in paragraph 1, above) who, after the effective date of this Agreement, is declared surplus pursuant to Article 26, Training and Employment Security, Section: Force Adjustment shall, prior to involuntary layoff, be offered a job in the Midwest Region for which they are qualified, provided the employee has first fulfilled the following conditions:

   (A) Is already test qualified for consideration, or becomes so qualified by passing the Technical Mechanical Test (TMT) and the Customer Contact Interactive Assessment (CCIA) or their replacements.

   (B) Meets current job requirements.

   (C) Within sixty (60) days of the date of Surplus Notification, or by such later date as is determined by Management, advises the Company of their election to invoke this Job Offer Guarantee, and to be considered for all jobs at all locations within the Midwest Region beginning on the ninety-

first (91st) day* following the date of Surplus Notification (*on the day following the anticipated force disposition date for those surplus situations declared more than ninety [90] days in advance). After the sixty (60) day election period, or by such later date as is determined by management, an employee who elects to invoke the Job Offer Guarantee cannot change their election and choose TOP.

NOTE: The provisions of Article 26, Training and Employment Security, Section: Force Adjustment, paragraph 26.41 will not apply to employees who invoke this Job Offer Guarantee.

3. This guaranteed job offer shall be made to those qualified employees in the Surplus Employee Group as defined in Article 26, Training and Employment Security, Section: Force Adjustment, by order of seniority beginning on the 91st day* following the date of Surplus Notification (*on the day following the anticipated force disposition date for those surplus situations declared more than ninety [90] days in advance). The Company may make a guaranteed job offer for positions with companies that may not be signatory to this 2009 Collective Bargaining Agreement, including bargained-for positions with any Legacy T entity (e.g. AT&T Corp., AT&T Operations, Inc., AT&T Laboratories, Inc., TC Systems, Inc., TCG Services, Inc., etc.) and/or SBC Internet Services, Inc. Employees accepting a job offer outside their current bargaining unit shall be treated as if they had transferred under the terms and conditions of the IMF process and shall be subject to all applicable receiving company practices, policies, collective bargaining agreement provisions and benefit plan eligibility standards, including those related to or affected by Net Credited Service.

(A) An employee to whom a guaranteed job offer has been made has one (1) working day to accept the offer after which it will be considered rejected.

(B) Rejection of a guaranteed job offer for which a company referenced above has vacancies, voids this Job Offer Guarantee, and shall be considered an election by the employee to continue under the terms of Article 26, Training and Employment Security, Section: Force Adjustment, except for the provisions outlined in paragraph 26.41, Article 26, Training and Employment Security, Section: Force Adjustment.

(C) A qualified surplus employee who, at his/her force disposition date, is entitled to, but has not yet received, a guaranteed job offer shall remain on the payroll at his/her existing wage rate and shall be assigned such work within the FAA as management deems appropriate until a guaranteed job offer is made.

NOTE: Any employee who has been retained on the Company payroll beyond his/her force disposition date pursuant to this Memorandum and who then rejects a guaranteed job offer in the Midwest Region for which the companies listed in the IMF process have vacancies shall be terminated.

The amount of wages paid said employee between the force disposition date and termination shall be deducted from any termination payment due.

4. The terms of this Memorandum shall not apply to "Union-Management modifications" to the force surplus disposition procedures as provided for in paragraph 26.44 of Article 26, Training and Employment Security, Section: Force Adjustment, unless the Company and the Union mutually agree.

5. The force surplus conditions contemplated and dealt with in this Memorandum are those which occur in the normal course of business for reasons such as technological change, etc. The Company retains the right, however, to suspend or cancel at any time the application of this Memorandum when a force surplus is declared because of any significant change or extraordinary fluctuation in economic or business conditions as determined by the President of the Market Business Unit. Examples of significant changes, include but limited to, the following:

   (C) The cessation of a line of business;

   (D) An interexchange carrier takeback of billings and collections functions.

6. Wage treatment for employees who accept or receive jobs pursuant to paragraph 3, above, shall be in accordance with the Parties' 2009 Collective Bargaining Agreement.

7. Upon ratification of the Parties' 2009 Collective Bargaining Agreement, the Company agrees that, for the term of the 2009 Collective Bargaining Agreement the Company will not exercise its right to suspend or cancel this Agreement, as set forth in Paragraph 5, above.

8. Paragraph 2 of this Agreement will be subject to arbitration. Paragraphs 1, 3, 4, 5, 6 and 7 shall not be subject to arbitration.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

April 5, 2009

Mr. Jerry W. Schaeff
Administrative Director
Communications Workers of America, AFL-CIO
20525 Center Ridge Road
Room 700
Cleveland, Ohio 44116

RE: Neutral Evaluation Process

Dear Mr. Schaeff:

The Parties agree to continue the use of the neutral evaluation process for the term of the 2009 Collective Bargaining Agreement.

As soon as is reasonable, following ratification of the 2009 Collective Bargaining Agreement, the Parties will each select five (5) new arbitrators who will comprise a special panel of ten (10) neutral evaluators ("evaluators") to be utilized for the purpose of this process. The Parties will schedule neutral evaluation days with the evaluators, where the evaluator may hear up to three (3) dismissal and/or suspension cases per day. Each case will be limited to one hundred and twenty (120) minutes as set forth below. The cases will be evenly distributed among the evaluators as practicality permits. The Parties agree to equally share the compensation and expenses of cases evaluated, except in instances where cases are withdrawn less than twenty-four (24) hours in advance of the scheduled time for the evaluation. In such event, the withdrawing Party will be responsible for any cancellation fees and/or expenses incurred.

Proceedings before the evaluator shall be informal in nature. The presentation of evidence and the issues heard will be limited to that which has already been presented or asserted during the grievance and/or Union-Management Review Board process. Formal rules of evidence will not apply. The Parties will be represented by Labor Relations Case Managers and local Union Representatives, and no official record of the neutral evaluation will be kept.

Each Party may have no more than two (2) individuals attend the neutral evaluation proceeding; and, each Party will be limited to a forty-five (45) minute presentation. When unusual circumstances warrant, the Parties may mutually agree, prior to the date of the evaluation, that one additional representative may attend for either Party; or, that the presentation time for each Party may be extended by a period not to exceed thirty minutes.

The evaluator will be provided one half hour to question both Parties in the presence of one another, and to render his or her advisory opinion. This advisory opinion will resolve any procedural or substantive arbitrability issues and/or determine whether the Company acted with or without just cause and, where the disciplinary action lacked just cause, what remedy, if any, should be imposed. Under no circumstances will the Company be liable for back pay for more than six (6) months after the date of the disciplinary action.

Within two (2) working days following the evaluator's advisory opinion, a Party must notify the other Party in writing if the Party rejects the evaluator's advisory opinion; otherwise it will be treated as accepted by the Party. In instances where the Parties accept the evaluator's advisory opinion of no just cause, the Company agrees to implement the remedy within ten (10) working days. In instances where the Parties accept the evaluator's advisory opinion of just cause, the Union agrees to withdraw the grievance in writing within ten (10) working days.

In instances where the Company or the Union rejects the evaluator's opinion the case will be deferred to the regular arbitration process. No statements made by either Party at the neutral evaluation proceeding may be introduced as evidence at an arbitration hearing by the other Party.

This neutral evaluation process will be in effect and will include all applicable cases appealed to arbitration through December 31, 2012.

This letter will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

Sincerely,

Randall S. White
Assistant Vice-President – Labor Relations

at&t

Randall S. White
Assistant Vice President
Labor Relations - Midwest

AT&T Services, Inc.
2000 W. AT&T Center Drive
Location 2H70G
Hoffman Estates, IL 60192-5000

T: 847.248.6700
F: 847.248.8844

April 5, 2009

Mr. Jerry W. Schaeff
Administrative Director
Communications Workers of America, AFL-CIO
20525 Center Ridge Road
Room 700
Cleveland, Ohio 44116

RE: Proper Use Of Union-Management Review Board

Dear Mr. Schaeff:

When properly used by both Parties, the Union-Management Review Board process has facilitated the resolution of cases short of arbitration, including, in a number of cases, the reinstatement of employees with backpay when warranted by the facts. The Company is fully committed to the proper use of the Review Board process and will not tolerate its misuse.

Sincerely,

Randall S. White

Randall S. White
Assistant Vice President- Labor Relations

April 5, 2009

Mr. Jerry W. Schaeff
Administrative Director
Communications Workers of America, AFL-CIO
20525 Center Ridge Road
Room 700
Cleveland, Ohio 44116

RE: OSA Temporary Assignment

Dear Mr. Schaeff:

This letter confirms understandings concerning Operator Services issues reached by the Company and the Union during the course of the 2009 Collective Bargaining discussions:

1. The method for assignment of schedules and weekly days off for employees in the title Operator Services Assistant (OSA) temporarily assigned as Service Assistants (SA) for one or more shifts in a week will be locally determined between the Local Union president and the Operator Services Center (OSC) Manager. Either of two (2) methods shall be chosen:

   (1) The OSA may be assigned in seniority within the SA title group
   or
   (2) The OSA may be assigned in seniority within the Operator title group

   The method selected will remain in effect for a minimum of one (1) year, unless mutually agreed otherwise.

2. The method for selection for employees in the title Operator Services Assistant (OSA) temporarily assigned as Service Assistants (SA) for one or more shifts in a week will be locally determined between the Local Union president and the OSC Manager. Either of two (2) methods shall be chosen:

   (1) The OSA may be selected by rotation.
   or
   (2) The OSA may be selected by seniority

   The method selected will remain in effect for a minimum of one (1) year, unless mutually agreed otherwise.

3. Lead Person differential will be paid to a Service Assistant (SA) who is assigned non-supervisory management responsibilities, over and above those duties

assigned to the Service Assistant due to the absence of all Operator Services managers assigned to an OSC on a normally scheduled shift. Lead Person differential will not be paid for a shift with no regularly scheduled Operator Services manager.

This Letter of Understanding will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

Please confirm your understanding of these arrangements by signing both copies of this letter and returning the second copy to me.

Sincerely,

Randall S. White
Assistant Vice President- Labor Relations

Acknowledged:

Jerry W. Schaeff
CWA Administrative Director

at&t

Randall S. White
Assistant Vice President
Labor Relations - Midwest

AT&T Services, Inc.
2000 W. AT&T Center Drive
Location 2H70G
Hoffman Estates, IL 60192-5000

T: 847.248.6700
F: 847.248.8844

April 5, 2009

Mr. Jerry W. Schaeff
Administrative Director
Communications Workers of America, AFL-CIO
20525 Center Ridge Road
Room 700
Cleveland, Ohio 44116

RE: Surplus Employee Training/Retraining Procedures

Dear Mr. Schaeff:

In response to discussions between the Company and the Union during the 2009 collective bargaining process relative to the Union proposal regarding Surplus Employee Training/Retraining Procedures, Surplus Orientation Meetings are held with the Surplus Employee Group as referenced in Article 26.36 of the Collective Bargaining Agreement. Given the unique circumstances of each anticipated force adjustment, the Company agrees to discuss with the appropriate Union representatives other issues, such as an interview process and the training needs of the surplus employees prior to any formal declaration of force surplus.

Sincerely,

Randall S. White

Randall S. White
Assistant Vice President- Labor Relations

MEMORANDUM OF AGREEMENT

REGARDING REQUIRED OVERTIME

This Memorandum of Agreement covers the understanding reached between the Company and the Union concerning required overtime in the Core Installation & Maintenance Midwest Market Business Unit in the states of Illinois, Indiana, Michigan and Wisconsin.

In those situations when the Company deems it necessary to work required overtime, the Company agrees that employees will be guaranteed one (1) weekend off per month. This requirement shall not pertain in cases of emergency or when an employee agrees to overtime assignments in excess of this limitation.

This Memorandum in no way modifies or supersedes the provisions of the Memorandum of Agreement-Overtime, Appendix A A18, in the Collective Bargaining Agreement. That Memorandum of Agreement continues to pertain to the Core Installation & Maintenance Midwest Market Business Unit.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

REGARDING SERVICE OPERATORS

The Company and Union have agreed to include the title "Service Operator" in the Collective Bargaining Agreement, dated April 4, 2009 through April 7, 2012.

The Service Operator title will perform Wholesale Operator Services work, which includes directory assistance and information services for wireless and other non-competing carriers.

Service Operators will be exempt from shift differentials and Article 27 of the Collective Bargaining Agreement.

Scheduling will be in accordance with Article 17 of the Collective Bargaining Agreement with the follow exception: "Full-time employees shall be assigned a fifteen (15) minute break during each session of their assigned shift. Such breaks shall be assigned no earlier than one and one half (1 ½) hours after the start of a session nor later than one (1) hour before the end of a session."

In the event AT&T Midwest Operator Services requires employees to work split shifts, the Company and the Union will meet and discuss the parameters for split shifts prior to implementing split shifts to the Service Operators.

Non-Wholesale Market work will not be transferred to Service Operators if such transfer of work would result in a force adjustment, office merger, and/or surplus condition within AT&T Midwest Operator Services.

All other provisions of the 2009 Collective Bargaining Agreement will apply unless specified in this Memorandum of Agreement.

The Company and Union agree to meet and discuss any and all other issues that may arise concerning the inclusion of the Service Operator title in the Collective Bargaining Agreement.

This Memorandum will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT
INCENTIVE PLANS

The Company and the Union recognize the competitive nature of the business and the desire to encourage and reward employees for their contributions. The Company may implement voluntary incentive plans associated with established goals which include but are not limited to sales, service, productivity, customer experiences and/or other business considerations.

Plans may be designed and implemented for employees or groups of employees based on individual or team results.

The payments may be paid monthly, quarterly, semi-annually or annually. Awards may be in cash or other forms of payments pursuant to Company sponsored programs, for example Ipoints or Blue Points. Such payments will be subject to all applicable taxes and withholdings.

The Company and the Union will meet, prior to implementing a plan, to provide the Union with an opportunity to have input concerning the terms of the plan. The Company reserves the right to amend, modify or discontinue any incentive plan with advance notification to the Union.

The Union may only challenge general disputes that arise over the Company's enforcement of the terms of an incentive plan, and then only through the grievance and arbitration process. A general dispute is one that involves a plan enforcement issue that commonly affects all employees (as opposed to individual employees) who participate in the same incentive plan. Grievances for such disputes shall begin at Step 3 of the grievance procedure, and should be sent to the Director of Labor Relations or designee. If the issue is not resolved with Labor Relations, the grievance may be appealed to arbitration. Disputes may not be brought over differences that may exist in the treatment of employees who participate in different incentive plans. Individual employee disputes regarding an incentive plan payment or plan application to an individual employee may be brought to the employee's supervisor for resolution.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

REGARDING

LEVERAGED TITLE

The Company and the Union recognize the importance of rewarding performance with compensation in today's competitive marketplace. This Memorandum of Agreement covers understandings reached between the Company and the Union concerning the creation of a new leveraged title, Sales Consultant. It is the intent of this Memorandum to provide for the creation of the Sales Consultant title under a leveraged compensation plan to ensure compensation is earned commensurate with results.

The Company may establish the Sales Consultant title for new hires with compensation paid under a leveraged compensation plan consisting of base pay and incentive pay. The Company may establish, modify and/or discontinue target incentive compensation plans, provided that any such plan shall be consistent with this Memorandum. The maximum wage rate of the Sales Consultant title will be 60% of the maximum base wage rate of the current job title performing like functions. The Sales Consultant title will have a thirty-six 36 month wage schedule with six (6) month wage progression steps within the appropriate wage zone. In addition to base wages, new employees in the Sales Consultant title will be eligible for compensation under a target incentive compensation plan once they exceed 50% of their established targets. The target incentive dollar amount will be the same for all wage zones and will be considered eligible compensation under any benefit plans for which the employee is eligible. The dollar basis upon which target incentives are initially created may be adjusted. Annually, the target incentive amount will be increased in accordance with the general wage increases provided in Article 13. The incentive plan will be capped at 300% of target incentive. Employees in initial training will be eligible to receive 100% of the target incentive amount during initial training.

Existing Temporary and Regular Limited Term employees performing functions that are the same or similar to functions to be performed by a Sales Consultant may be reassigned to such title(s) and will be placed on the lowest step of the new title that would not result in loss of pay or, if there is no such step, then they will be placed on the highest step of that title.

Except as provided in this Memorandum, the terms of the Core Agreement would apply to these employees. Employees performing like functions within the same work group of a Sales Consultant may choose to convert to the Sales Consultant title and associated compensation plan. In addition, on a one-time basis and at the employee's request, the Company will retreat the employee to their former title within six months of the transfer. Employees covered by the AT&T Pension Benefit Plan- Midwest Program who transfer into a Sales Consultant title will have their pension calculated using the pension band that would be applicable to other employees performing like functions in the same Wage

Zone. In the event a force surplus condition occurs at any location in which Sales Consultant employees are part of the same Work Group as employees in a different job title performing the same or similar functions, the titles will be combined and considered as one Surplus Employee Group for purposes of Article 26 administration.

Employees in leveraged titles may be hired in any employee classification such as, but not limited to, Regular Full Time, Regular Limited Term, and Temporary. Leveraged titles may be created in any Market Business Unit affiliated with the Consumer, Business or Finance organizations. Job assignments performed by leveraged titles will generally include sales and/or collections.

This Memorandum of Agreement will remain in effect through the terms of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

POOLED TITLES FOR SURPLUS

This Memorandum of Agreement covers understandings reached between the Company and the Union regarding combining certain Market Business Units ("Combined MBUs") and, within such Combined MBUs, pooling certain titles for surplus purposes.

1. A surplus employee who meets the provisions of Article 26, Training and Employment Security, Section: Force Adjustment of the 2009 Collective Bargaining Agreement will be pooled by title (or as described in 3 below), in order of seniority, within their Combined MBU, if applicable, within their Force Adjustment Area (FAA), provided the employee meets the basic qualifications of the job.
2. For surplus purposes, certain Market Business Units will be combined during the term of this Agreement. The names and vice president level decision makers of Market Business Units existing on April 4, 2009 that will be combined for such purposes are listed in Attachment 1.
3. The following Job Titles in Attachment 1, combination #7 will also be pooled for this purpose:

    a. Pool #1: Customer Service Specialist, Construction Technician and Service Technician
    b. Pool #2: Clerical Associate, Administrative Specialist, Technical Associate, and Technical Specialist

4. Should the Company reorganize in such a way as to alter the Market Business Units (MBU's) as they existed on April 4, 2009, the Parties agree to meet to identify new combined MBUs and pooled titles in order to accomplish the intent of this Memorandum.

This Memorandum of Agreement will expire at the end of the 2009 Collective Bargaining Agreement between the Parties, unless the Parties mutually agree to extend.

AGREED:

FOR THE UNION:

Jerry W. Schaeff

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S White

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

CORE INSTALLATION AND MAINTENANCE ORGANIZATION AND CONSTRUCTION & ENGINEERING SURPLUS EMPLOYEES

This Memorandum of Agreement ("MOA") covers understandings reached between the Company and the Union regarding the job titles of Customer Service Specialist ("CSS") and Service Technician ("ST") when a surplus is declared in the Core Installation and Maintenance Midwest Market Business Unit ("IM") and/or the Construction & Engineering Midwest Market Business Unit ("C&E") which results in the pooling of CSS/ST's within IM and C&E.

A surplus CSS/ST in IM or C&E who meets the provisions of Article 26, Training and Employment Security, Section: Force Adjustment of the 2009 Collective Bargaining Agreement ("Core Agreement") and has:

a) filed a Surplus Transfer Request within the requisite time frame,
b) not received a job offer prior to the Force Disposition Date, and
c) not had any Voluntary SIPP Candidates identified for him/her in accordance with Article 26.40 (B – E)

shall, by order of seniority, displace the least senior Premises Technician in the U-Verse Field Operations Midwest Market Business Unit within his/her Force Adjustment Area, provided that he/she meets the basic qualifications of the Premises Technician job title and is meeting job requirements in his/her current title. However, no surplus CSS in C&E shall displace a Premises Technician if 10% or more of the employees in the Premises Technician job title within the Force Adjustment Area came to the Premises Technician job title from CSS/ST job titles in IM and/or C&E with economic protections pursuant to the Memorandum of Agreement Regarding Economic Protection Following Placement Into Appendix F of Surplus Core Employees and Global Service Employees Identified for Layoff ("Economic Protection MOA") and the Memorandum of Agreement Regarding Force Movement of Employees ("Movement MOA"), both of which are Attachments to Appendix F of the Core Agreement and its predecessor Agreement.

Such a displacement opportunity will be considered a valid job offer for purposes of ESC eligibility of the CSS/ST.

The displaced Premises Technician shall be laid off within fourteen (14) calendar days following notification of displacement.

If a surplus CSS/ST is placed into a Premises Technician job pursuant to this MOA, and the surplus CSS/ST's current weekly pay rate exceeds that of a Premises Technician, there will be no change in the surplus CSS/ST's weekly rate of pay until it is exceeded by that of the Premises Technician title. Until such time, the surplus CSS/ST shall not be eligible for any wage increases.

Any displacement that occurs as a result of this MOA shall be pursuant to the Movement MOA, and any surplus CSS/ST placed into a Premises Technician job pursuant to this MOA shall be afforded the economic protections provided for in the Movement MOA and the Economic Protections MOA.

This Memorandum of Agreement will expire at the end of the 2009 Collective Bargaining Agreement between the Parties, unless the Parties mutually agree to extend.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

PRESIDENTIAL COUNCIL

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

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

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT
NATIONAL TRANSFER PLAN

In response to the CWA's concern for its members' employment security and its expressed interest in removing impediments to movement between various AT&T Companies identified in the attachments to this Memorandum, the Company agrees to extend the Intersubsidiary Movement (IMF) process and the CWA Surplus Exchange (CSE) process with the following modifications:

IMF:

1. Southeast companies for the bargaining units listed below will be added to the list of participating companies (Attachment A):

    - Southeast Core Bargaining Unit
        - BellSouth Telecommunications, Inc.
        - BellSouth Communication Systems, LLC
        - BellSouth Corporation
        - BellSouth Long Distance, Inc.
    - Southeast Billing Bargaining Unit
        - AT&T Billing Southeast, Inc.
    - Southeast Utility Operations Bargaining Unit
        - BellSouth Telecommunications, Inc.

2. Eligible employees will receive priority placement before external hires after regional contract processes for any bargaining unit job for which they qualify. The qualification criteria utilized will be the same qualification criteria utilized for the regional contractual processes.

3. In situations where there are equally qualified employees eligible and interested in the same position at the receiving Company, eligible employees will be offered the position in order of seniority. If needed, the tie breaker for employees with the same seniority will be the last four digits of their social security number with the higher number being the more senior.

4. When a bargained-for employee moves among bargaining units of the Company covered by this Memorandum of Agreement treatment of vacation time, the Designated Holiday (DH), Floating Holidays (FHs), and Excused Work Days (EWDs) or their equivalent (covered time) will be treated as follows:

    - A covered employee will be eligible for covered time for the current vacation year at the new entity based on the existing labor agreements at that entity. Any covered time already taken at the former entity will be deducted from equivalent covered time for which the employee is eligible at the new entity; the remaining covered time will be scheduled at the new entity subject to needs of the business.
    - Covered time carried over from the prior vacation year must be disposed of, i.e., paid in lieu of or taken at the former entity.
    - In no case will an employee's movement from one entity to another result in the double payment for covered time.

5. Employees who have held the Premises Technician job title, or any job title in an agreement or appendix to an agreement that provides for the terms and conditions of employment for Premises Technicians ("Premises Technician Agreements"), are eligible for IMF, but shall be treated as provided in this paragraph. Any employee who has ever held a position in a Premises Technician Agreement will be treated by any receiving company that is party to this IMF agreement and that also is party to a Premises Technician Agreement as if they were received from their own Premises Technician Agreement for all purposes. If the receiving company does not have a Premises Technician Agreement, then employees transferring to that company shall receive the benefits applicable to other bargained-for employees with similar service in the receiving company, except for pension and post-retirement medical and dental benefits; instead, 1) such employees shall participate in the Bargained Cash Balance Program 2 and 2) if such employee meets the eligibility requirements for post-retirement benefits upon termination, the former employee will pay contributions equal to 50% of the total cost of coverage for post-retirement medical and dental coverage if the former employee is not Medicare eligible and will not be eligible for medical or dental post-retirement coverage if Medicare eligible.

6. Employees selected to fill openings in accordance with terms outlined above, will have their Term of Employment (TOE, which was previously known as Net Credited Service or NCS) or Seniority at the departing company recognized by the receiving Company's pension plan or program, subject to the receiving Company's service bridging rules. However where pensions are applicable, the TOE or Seniority will be recognized by the receiving company's pension program only for vesting, participation and eligibility service purposes, but not pension credit or accrual purposes. Further, the service performed at the receiving company will be counted in the departing company's pension plan or program, but only for vesting, participation and eligibility purposes (not for pension credit purposes). In no event will a period of service count as pension credit or accrual service in more than one AT&T pension plan or program (in other words, no double counting of service for pension credit or accrual purposes).

7. Unless expressly provided to the contrary by the Benefits Agreement in the 2009 Core Collective Bargaining Agreement, employees transferring to companies under this Agreement will receive active benefits and any post-retirement benefits under the benefit plans or programs and subject to the terms of the contractual Benefits provisions of the receiving company.

CSE:

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

- Legacy T CWA Operations Bargaining Unit
  - AT&T Corp.
  - AT&T Laboratories, Inc.
  - TC Systems, Inc.
  - TCG Services, Inc.
  - TCG Carolinas
  - TCG New Jersey
  - TCG New Jersey, Inc.
  - TCG Rhode Island
  - Teleport Telecommunications New York

3. Surplus employees who express interest in available positions in participating companies will receive priority placement before external hires after regional contract processes for any bargaining unit job for which he/she qualifies. The qualification criteria utilized will be the same qualification criteria utilized for the regional contractual processes.

4. Employees who are declared surplus and subsequently involuntarily laid off who express interest in available positions in participating companies will receive priority placement before external hires after regional contract processes for any bargaining unit job for which he/she qualifies for a period of twelve (12) months following their involuntary lay off. The qualification criteria utilized will be the same qualification criteria utilized for the regional contractual processes.

5. In situations where there are equally qualified employees eligible and interested in the same position at the receiving Company, eligible employees will be offered the position in order of seniority. If needed, the tie breaker for employees with the same seniority will be the last four digits of their social security number with the higher number being the more senior.

6. Any CWA-represented regular employee covered by a CWA Labor Agreement held by a participating company whose work is moving from that company to another participating company may be offered the opportunity to follow their work. Such offer will be subject to the need for additional employees at the receiving Company and all applicable qualifications and selection criteria at the receiving Company. Employees who select this option in lieu of any severance payment and who are placed at and report to, the receiving Company, will receive payment for Relocation Allowance per the applicable terms and conditions of the collective bargaining agreement at their former Company. This Relocation Allowance will be paid when 1) the employee relocates his/her home residence as a result of following the work; and 2) the employee's new place of reporting is fifty (50) miles or greater road miles by the most direct route farther from their residence than was the old report location.

7. Any CWA-represented regular employee covered by a CWA Labor Agreement held by a participating company who becomes surplus and is offered a job, through the CSE process, in another participating company, will receive payment for Relocation Allowance per the applicable terms and conditions of the collective bargaining agreement at their former Company. Employees who accept a job offer in lieu of any severance payment and who are placed at and report to, the new location will receive payment for this Relocation Allowance when 1) the employee relocates his/her home residence; and 2) the employee's new place of reporting is fifty (50) miles or greater road miles by the most direct route farther from their residence than was the old report location.

8. When a bargained-for employee moves to another bargaining unit of the Company covered by this Memorandum of Agreement treatment of vacation time, the Designated Holiday (DH), Floating Holidays (FHs), and Excused Work Days (EWDs) or their equivalent (covered time) will be treated as follows:

   - A covered employee will be eligible for covered time for the current vacation year at the new entity based on the existing labor agreements at that entity. Any covered time already taken at the former entity will be deducted from equivalent covered time for which the employee is eligible at the new entity; the remaining covered time will be scheduled at the new entity subject to needs of the business.
   - Covered time carried over from the prior vacation year must be disposed of, i.e., paid in lieu of or taken at the former entity.
   - In no case will an employee's movement from one entity to another result in the double payment for covered time.

9. Employees who have held the Premises Technician job title, or any job title in an agreement or appendix to an agreement that provides for the terms and conditions of employment for Premises Technicians ("Premises Technician Agreements"), are eligible for CSE, but shall be treated as provided in this paragraph. Any employee who has ever held a position in a Premises Technician Agreement will be treated by any receiving company that is party to this CSE agreement and that also is party to a Premises Technician Agreement as if they were received from their own Premises Technician Agreement for all purposes. If the receiving company does not have a Premises Technician Agreement, then employees transferring to that company shall receive the benefits applicable to other bargained-for employees with similar service in the receiving company, except for pension and post-retirement medical and dental benefits; instead, 1) such employees shall participate in the Bargained Cash Balance Program 2 and 2) if such employee meets the eligibility requirements for post-retirement benefits upon termination, the former employee will pay contributions equal to 50% of the total cost of coverage for post-retirement medical and dental coverage if the former employee is not Medicare eligible and will not be eligible for medical or dental post-retirement coverage if Medicare eligible.

10. Employees selected to fill openings in accordance with terms outlined above, will have their Term of Employment (TOE, which was previously known as Net Credit Service or NCS) or Seniority at the departing company recognized by the receiving Company's pension plan or program, subject to the receiving Company's service bridging rules. However, the TOE or Seniority will be recognized by the receiving company's pension program only for vesting, participation and eligibility service purposes, but not pension credit or accrual purposes. Further, the service performed at the receiving company will be counted in the departing company's pension plan or program, but only for vesting, participation and eligibility purposes (not for pension credit purposes). In no event will a period of service count as pension credit or accrual service in more than one AT&T pension plan or program (in other words, no double counting of service for pension credit or accrual purposes).

11. Unless expressly provided to the contrary by the Benefits Agreement in the 2009 Core Collective Bargaining Agreement, employees transferring to companies under this Agreement will receive active benefits and any post-retirement benefits under the benefit plans or programs and subject to the terms of the contractual Benefits provisions of the receiving company.

Order of Consideration:

Job offers made under IMF or CSE will follow the order of consideration below after regional contract processes for any bargaining unit job for which he/she qualifies.

(1) Surplus employee currently on the payroll and surplus employees involuntarily laid off within the last twelve (12) months
(2) Current employee using the IMF process

For both IMF and CSE, the Union agrees that it will not seek to alter any existing bargaining units in any AT&T Company on the basis of any movement or transfer of employees between said companies as a result of this Agreement. Further, the Union will not, on the basis of this Agreement or change in operations or practices made by Participating Companies as a result of this Agreement in any pleading, petition, complaint or proceeding before the National Labor Relations Board, an arbitrator or panel of arbitrators, or any court, assert, claim, charge or allege that such companies are a single or joint employer or enterprise, alter egos, accretions or successors of one another, or that any bargaining units of said entities represented by or sought to be represented by the Union are a single bargaining unit, or are or should be otherwise altered in their scope or composition. This commitment on the part of the Union will survive the expiration of this Memorandum, unless and until such time as this commitment is terminated by the mutual written agreement of the parties.

This Agreement shall be subject to the grievance and arbitration procedures of the affected employee's collective bargaining agreement.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

CURRENT PARTICIPATING COMPANIES COVERED BY INTERSUBSIDIARY MOVEMENT

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

CURRENT PARTICIPATING COMPANIES COVERED BY CWA SURPLUS EXCHANGE

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

MEMORANDUM OF AGREEMENT
REGARDING NEUTRALITY AND CARD CHECK RECOGNITION

AT&T Inc. ("the Company"') and Communications Workers of America ("the Union"), enter into this Memorandum of Agreement Regarding Neutrality and Card Check Recognition as of the last date of the parties' signatures on this Agreement.

1. Duration. This Agreement is effective as of the date stated above, and shall remain in effect for the life of the 2009 Core Collective Bargaining Agreement, unless extended, modified or terminated by mutual written agreement of the parties or their successors. The parties expressly understand, however, that in the event this Agreement is terminated, all of the terms hereof nevertheless shall survive said termination and remain in effect with respect to any reorganization or restructuring of any bargaining unit as a result of which management creates any new subsidiary, division, or operating entity as to which no Union representation then exists.

2. Applicability.

(a). All card check procedures and any Union recognition provided for by this Agreement shall be applicable to all non-management employees of the Company effective with execution of this Agreement.

(b). As used herein, "the Company" means AT&T Inc. and all other present and future companies, divisions, subsidiaries or operating units thereof, except Pacific Bell Directory where the employees are represented by the IBEW, AT&T of Puerto Rico, Inc., AT&T of the Virgin Islands, Inc., AT&T Government Solutions, Inc., AT&T Support Services Company, Inc., and BellSouth Corporation and its subsidiaries (including, but not limited to, BellSouth Telecommunications, Inc.)

(c). As used herein, "non-management" means employees who normally perform work in non-management job titles as determined by the Company, in accordance with the statutory requirements of the National Labor Relations Act, as amended, and applicable decisions of the National Labor Relations Board and reviewing courts. If the Union disagrees with any such determination, the parties agree to submit the issues of unit definition to arbitration as set forth in paragraph 3. below, using the aforesaid statutory requirements and decisions as the governing principles. At the request of the Union, the Company will discuss with the Union neutrality as to Union representation of employees who are not defined above as "non-management."

(d). In addition to the foregoing, the parties further agree that any proposed bargaining unit shall exclude all professional, managerial, and confidential employees, guards and supervisors as defined in the National Labor Relations Act.

(e). The Company agrees that, for future divisions, subsidiaries or operating units that are not wholly owned, it will, at the request of the Union, discuss with the other owners the extension of this agreement to such divisions, subsidiaries, or operating units.

3. Card Check Recognition Procedure.

(a). When requested by the Union, the Company agrees to furnish the Union lists of employees in the bargaining unit in each applicable company entity. This list of employees will include the work location, job title, and home address.

(b). The Union will give twenty-one (21) days notice for access to Company locations. Access will be limited to one sixty (60) day period in any twelve months for each unit agreed upon or determined as provided herein.

(c). (1). The Union and the Company shall meet within a reasonable period, but not to exceed ninety (90) days, after the effective date hereof for the purpose of defining appropriate bargaining units for all presently existing potential bargaining units. During this process, the Company will share job titles, job functions, work locations, and management structure with the Union representatives in order to facilitate agreements on the appropriate bargaining units. In the event that the parties are unable to agree, after negotiating in good faith for a reasonable time, upon the description of an appropriate unit for bargaining, the issue of the description of such unit shall be submitted to arbitration administered by, and in accordance with, the rules of the American Arbitration Association (AAA). The Arbitrator shall be confined solely to the determination of the appropriate unit for bargaining and shall be guided in such deliberations by the statutory requirements of the National Labor Relations Act. The parties agree that the decision of the Arbitrator shall be final and binding. The Company and the Union agree that the permanent Arbitrator to hear disputes with respect to this sub-paragraph shall be Thomas Angelo and the alternative Arbitrator will be Richard Bloch. If either of these Arbitrators cannot serve, the parties shall select an Arbitrator from a list or lists of prospective Arbitrators provided by the AAA.

(2). If either the Company or the Union believes that the bargaining unit as agreed or determined in (c). (1). above, is no longer appropriate due to organizational changes, then the parties shall meet and confer in good faith for the purpose of re-defining the appropriate unit. In the event that the parties are unable to agree, after negotiating in good faith for a reasonable time, upon the re-definition of an appropriate unit, the issue of the description of such unit shall be submitted to arbitration as provided in (c). (1).

(d). The Company agrees that the Union shall be recognized as the exclusive bargaining agent for any agreed-upon or otherwise determined bargaining unit(s) not later than ten (10) days after receipt by the Company of written notice from the AAA that the Union has presented valid authorization cards signed by a majority of the employees in such unit(s).

(e). For the purposes of determining the number of employees that constitute a majority of the bargaining unit, the employee population will be composed of only those employees employed in the bargaining unit on the earliest date which appears on the cards presented to the AAA. The cards so presented must be dated within sixty (60) days of each other, but no earlier than the date of execution of this Agreement, and each card so presented must contain at least the language set forth in Attachment 1 hereto. The Company shall provide the AAA all employees, job titles and other information required for the AAA to verify the existence of more than 50% of employee authorizations as provided for in this Agreement.

(f). In the event the Union fails to deliver to the AAA valid authorization cards signed by a majority of employees in any aforesaid bargaining unit upon completion of its card signing effort, the Union agrees not to begin any further card signing effort in such unit for a period of one year from the date on which access was first granted as provided in (b). above.

(g). As soon as practicable after the aforesaid recognition and upon written request by the Union, the Company, or the appropriate subsidiary, division or operating unit thereof shall commence bargaining in good faith with the Union with respect to wages, hours, and other terms and conditions of employment for the employees

employed within the agreed upon or otherwise determined appropriate bargaining unit.

4. Neutrality.

(a). The Company agrees, and shall so instruct all appropriate managers, that the Company will remain neutral and will neither assist nor hinder the Union on the issue of Union representation.

(b). For purposes of this Agreement, "neutrality" means that management shall not, within the course and scope of their employment by the Company, express any opinion for or against Union representation of any existing or proposed new bargaining unit, or for or against the Union or any officer, member or representative thereof in their capacity as such. Furthermore, management shall not make any statements or representations as to the potential effects or results of Union representation on the Company or any employee or group of employees. The Union also agrees that, in the course of any effort by the Union to obtain written authorizations from employees as provided for in paragraph 3. (b)., above, neither the Union nor any of its officers, representatives, agents or employees will express publicly any negative comments concerning the motives, integrity or character of the Company, AT&T, Inc., or any of their officers, agents, directors or employees.

(c). This agreement supersedes and terminates any and all other agreements, Memorandum of Understanding, commitments or statements of intent regarding neutrality or card-check procedures that may exist as of the date hereof between the Union and any Company entity.

5. Valid Authorization Cards. For purposes of this Agreement, a valid written authorization card shall state specifically that by signing the card, the employee agrees to be represented by the Union, using the language set forth in Attachment 1.

6. Recognition for New Entities and New Work.

(a). The Company agrees that it will give the Union reasonable advance notice, once a firm management decision has been made, of its intent to effect any reorganization or restructuring, or to engage in any new line(s) of business, as a result of which management expects to create any new subsidiary, division, or operating entity as to which no Union representation then exists. After execution of this Agreement, should the Company acquire new companies or engage in a new line of business or enter a new market in which there is no active labor agreement or bargaining agreement in place, the parties agree that this Agreement shall apply to that acquired company or new line of business or enterprise in a new market after that company has been operating for a period of one hundred twenty (120) days.

(b). If management determines that more than fifty percent (50%) of the employees employed within an appropriate unit for bargaining by a new entity were, immediately prior to such employment, employed in a bargaining unit represented by the Communications Workers of America, the Company agrees that it shall recognize and bargain with the Union as the duly constituted bargaining representative of such bargaining unit employees, and the Union agrees to acknowledge such new entity as a Successor Employer for all applicable purposes under the labor laws of the United States and any relevant state.

(c). If management determines that fifty percent (50%) or less of the non-management work to be performed by any such new entity will consist of work previously performed by members of a pre-existing Union bargaining unit, then the Company agrees that, within a reasonable time after the said determination has been made, or

concurrently with the giving of the notice referenced in paragraph 6. (a)., above, whichever is later, the Company will so inform the Union in writing. To the extent permitted by law, the Company shall presume, in making any determination as set forth in this paragraph 6., that each employee of the new entity who was a member of a pre-existing Union bargaining unit wishes to remain represented by the Union. These employees shall be counted as having signed valid authorization cards should a card signing effort be undertaken in the new entity within one year after the new entity begins operations employing such employees.

(d). Except as specified in paragraph 9., below, the Union shall retain any legal rights it may have to challenge any management decision or determination described in this paragraph 6.

7. Regulatory and Legislative Support. The Union hereby agrees to continue its support before the appropriate regulatory and legislative bodies for the Company's efforts to remain competitive in, and/or to gain entry to, all telecommunications and related markets in which the Company chooses to participate, unless the Union determines such support to be in conflict with its interests. If the Union determines such a conflict exists, the Union will promptly so notify the Company and, at the request of the Company, meet to discuss and confer on such conflict.

The Company hereby agrees to support Union efforts before regulatory and legislative bodies unless the Company determines such support to be in conflict with its interests. If the Company determines such a conflict exists, the Company will so notify the Union and will, if requested by the Union, meet to discuss and confer on such conflict.

8. Job Offers to Employees in Existing Bargaining Units. In connection with any reorganization, restructuring or other event that gives rise to application of the terms of this Agreement, and which involves either:

(a) the transfer of non-management work from any Union bargaining unit to any other entity of the Company or of any subsidiary of AT&T Inc., or

(b) the elimination of bargaining unit work while new jobs are created in any other entity of the Company or any subsidiary of AT&T Inc.,

the Union agrees that, once the recognition has occurred, an offer of a job in another entity to an employee in an existing bargaining unit shall have the same effect as if the same job or one of similar status and pay were offered by the employer under the collective bargaining agreement(s) for that bargaining unit. This shall include, without limitation, application of any contractual reassignment pay protection provisions and the satisfaction of any bargained-for employee right to a job offer. Except as specified in paragraph 10., below, nothing in this paragraph 8 shall be construed as a waiver by the Union of any legal rights it may have to challenge or contest the reorganization, restructuring, or other event described in 8.a. and/or 8.b. above.

9. Dispute Resolution. Except as to disputes referenced in paragraph 3. (c). of this Agreement, all disputes concerning the meaning or application of the terms of this Agreement shall be handled and addressed by the meeting of designated representatives of the Company and the Union. Either party may request such a meeting and each party pledges its best efforts to address any and all concerns raised as to the meaning or application of this Agreement. With the exception of matters referenced in paragraph 3.(c). above, the meaning or application of this Agreement shall not be subject to arbitration. Each party reserves its right to seek judicial or

other relief provided by law to enforce this Agreement. However, the parties agree that prior to seeking such relief, they will meet and confer as set forth above.

10. Waiver of Certain Other Claims.

(a). The Union promises and agrees that, in connection with any arbitration provided for in this Agreement, and in connection with any legal or administrative suit, proceeding or charge arising subsequent to the effective date of this Agreement between the Union and any AT&T company, including but not limited to any proceeding before the National Labor Relations Board or its delegate, the Union hereby waives any claim, allegation or argument, and agrees to refrain from presenting this Agreement as evidence in support of any claim, allegation or argument, that AT&T Inc. and/or any of its current or future subsidiaries, and/or their divisions, units, agents or affiliates, are or have been a single employer, joint employers, accretions or alter egos with respect to each or any of them, to the extent that any such claim, allegation or argument is based upon:

(1) any change on or after the execution date of this Agreement, in the administration and/or control of labor relations by AT&T or any of its entities, companies, divisions, or subsidiaries; or

(2) any change in the scope, availability to employees, or administration by management of any program or practice for the effectuation of employee-initiated transfers between or among different subsidiaries or bargaining units;

provided, however, that this paragraph shall not be construed as having any effect on the Union's right or the Company's obligation, to the extent the same may exist under applicable law and/or any preexisting collective bargaining agreement(s), to negotiate changes in the terms and conditions applicable to such transfers.

(b). T he provisions of this paragraph 10 shall survive the expiration of the remainder of this Agreement, and shall have full force and effect until specifically voided by mutual written agreement of the parties.

11. Severability. Should any portion of this Agreement be voided or held unlawful or unenforceable by the National Labor Relations Board or any court of competent jurisdiction, the remaining provisions shall remain in full force and effect for the duration of this Agreement.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

APPENDIX B

JOB DUTIES

I & R
(SERVICE TECHNICIAN)

1. Installs, rearranges, moves and disconnects equipment on customer premises, but not including that which is considered top craft work.

   - Can replace non-complex defective equipment, line and channel packs, etc.

2. Works inside or outside of buildings and on telephone poles to repair damaged or broken equipment, to restore service, or to check equipment and make necessary connections to provide telephone service.

3. Tests for, locates, clears all faults and defects and performs preventive routines on all size distribution cables, but not that which is considered top craft work.

   - Opening, repairing and closing lead cable is top craft work.

   - Mid-span opening, repairing and closing of cable is top craft work.

4. Sends tone and tests for cable pair identification including placing and removal of heat coils, carbons, and blocks in central offices and buildings, but not that which is considered top craft work. This also includes assisting other higher level craft in the performance of these duties for purposes of locating and clearing all faults and defects.

5. Sells appropriate items of telephone service on contacts with customers.

6. Installs telephone booths, shelves and associated coin telephones, including electrical service and performs the mechanical maintenance of the equipment.

7. Performs reconcentration (recon) of drops and inside wire.

8. Operates load coil detector when checking for loaded cable (go/no-go type of tests).

9. Checks for shorts, grounds, open battery and/or DC continuity.

10. Mounts terminating channel equipment, installs and maintains non-designed special service circuits (those which do not extend beyond one wire center), and places cross-connections in underground boxes and in other outside plant connection points.

11. Places outside drop wire and inside wire on customer premises.

12. Works with and assists other craft level employees. Orders, receives, dispenses and stores materials.

PICS
(INVENTORY SPECIALIST)

1. Performs the following functions related to plug-in equipment: packaging, unpackaging, locating, transporting, ordering, storing, inventorying, and coordinating transfers and plug disposition.

2. Performs all activities related to the procurement of plug-in equipment.

3. Interacts with administrative and operational support systems associated with the outlined job duties.

4. Monitors, maintains and updates the "IDP" administration system in central office and garage locations.

CENTRAL OFFICE
(NETWORK TECHNICIAN)

1. Performs routine maintenance on various power equipment in central offices including the locating and clearing of associated electric faults; also performs certain other routines (frame, safety, and environmental).

    - Leveling and work inside the rectifier cabinet is top craft work.

    - Semi-annual and annual power routines are top craft work.

    - The analyzation of alarm logs and the diagnostics of the power room is top craft work.

2. Handles disconnect work on Central Office frames, cross connect work on distributing frames and continuity testing for installation work, for both designed and non-designed circuits.

    - Toll equipment acceptance is top craft work.

    - Final testing for turn up of designed circuits is top craft work.

3. Provides assistance on other types of frame work, e.g., placing shoes, sending tone, opening and testing pairs including placing and removal of heat coils, carbons and blocks.

4. Orders, handles, options and performs initial installation and disconnects of channel packs for service order operations.

- Option setting on common equipment and processors is top craft work.

5. Interacts with computerized support systems associated with routine service orders and maintenance.

6. Assists in verification, minor trouble correction and cutovers under the direction of higher level technicians (e.g., change heat coils, replace non-complex defective equipment, change line, trunk, and other transport channel packs, etc.).

    - Work beyond the change-out of equipment specified by the design of a circuit is top craft work.

7. Performs equipment inventory verification checks on central office equipment.

8. Handles service orders and other documents related to Central Office operations.

9. Orders, unpacks and stores supplies.

CONSTRUCTION
(CONSTRUCTION TECHNICIAN)

1. Transports, places, removes and rearranges poles and cable including buried, aerial and underground.

    - Makes cable terminations and connections, single pair at a time, (using discrete wire connectors such as "Scotch-Locks") on new construction or "C" type work which does not require specialized tools.

2. Places tags on poles and cables.

3. Digs holes, splicing pits, trenches and similar openings.

4. Reads prints that indicate where equipment is to be placed.

5. Tests, ventilates and sets work area protection for underground work. Serves, as required, as second person on job to meet safety and legal requirements. Also serves as second person on air pressure crews.

    - Construction Technicians working air pressurization will work under the direction of top craft.

6. Performs reconcentration (recon) of drops and inside wire.

7. Sends tone and tests for cable pair identification including placing and removal of heat coils, carbons, and blocks in central offices and buildings, but not that which is

considered top craft work. This also includes assisting other higher level craft in the performance of these duties for purposes of locating and clearing all faults and defects.

8. Orders, receives and stores materials, and prepares necessary time and inventory reports. Handles associated supply yard functions.

MEMORANDUM OF AGREEMENT

REGARDING SERVICE TECHNICIANS, CONSTRUCTION TECHNICIANS, NETWORK TECHNICIANS AND INVENTORY SPECIALISTS

The Company agrees that the number of CWA-represented employees holding the combined job titles of Service Technician, Construction Technician, Network Technician and Inventory Specialist, when taken as a percentage of the total number of CWA-represented top craft employees, will not exceed twenty-five percent (25%).

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

WAGE ZONES

ILLINOIS:	Zone 1
INDIANA:	Zone 2
	Zone 3
	Zone 4
	Zone 5
MICHIGAN:	Zone 6
	Zone 7
OHIO:	Zone 8
	Zone 9
	Zone 10
	Zone 11
WISCONSIN:	Zone 12
	Zone 13

APPENDIX B / WAGE ZONES & LOCATIONS

ILLINOIS

WAGE ZONE 1

ARLINGTON HEIGHTS
BELLEVILLE
BLOOMINGTON
CAHOKIA
CANTON
CHICAGO
CHICAGO HEIGHTS
CICERO
DANVILLE
DECATUR
EAST ST. LOUIS
EDGEMONT
ELMHURST
GENEVA
GRANITE CITY
HARVEY
JOLIET
LANSING
LIBERTYVILLE
LOMBARD
O'FALLON
PEORIA
PONTOON BEACH
SPRINGFIELD
WAUKEGAN
WHEATON

INDIANA

WAGE ZONE 2

GARY
HAMMOND

WAGE ZONE 3

ACTON
BROWNSBURG
CARMEL
CUMBERLAND
DANVILLE
FISHERS
GREENFIELD
GREENWOOD
INDIANAPOLIS
MOORESVILLE
NEW AUGUSTA
NEW PALESTINE
NOBLESVILLE
OAKLANDON
PLANFIELD
WEST NEWTON
ZIONSVILLE
FAIRLAND

WAGE ZONE 4

CULVER
KOKOMO
MICHIGAN CITY
MISHAWAKA
OSCEOLA
SOUTH BEND

WAGE ZONE 5

ALEXANDRIA
ANDERSON
ATTICA
AUBURN
BEDFORD
BLOOMINGTON
BLUFFTON
BOONVILLE
BUCK CREEK
CHARLESTON
CHESTERFIELD
CLINTON
COLUMBUS
COVINGTON
CRAWFORDSVILLE
ELWOOD
EVANSVILLE
FOWLER
FRANKFORT
HARTFORD CITY
HELTONVILLE
HUNTINGTON
JEFFERSONVILLE
LEBANON
LINTON
MARION
MARTINSVILLE
MCCUTCHANVILLE
MECCA
MT. VERNON
MUNCIE
NASHVILLE
NEW ALBANY
NEW CASTLE
NEWBURGH
PERU
ROCKPORT
ROCKVILLE
SELLERSBURG
SHELBYVILLE
SPENCER
ST. JOSEPH
ST. PHILIP
TELL CITY
VINCENNES
WASHINGTON

APPENDIX B / WAGE ZONES & LOCATIONS

MICHIGAN

WAGE ZONE 6

DETROIT
HIGHLAND PARK

WAGE ZONE 7

ADA
ALBION
ALGONAC
ALLEN PARK
ANN ARBOR
BAD AXE
BALDWIN
BATTLE CREEK
BAY CITY
BELLEVILLE
BENTON HARBOR
BEULAH
BIG RAPIDS
BIRMINGHAM
BLOOMFIELD
BOYNE CITY
BRIDGEPORT
BRIGHTON
BUCHANAN
CADILLAC
CALUMET
CANTON
CEDAR SPRINGS
CENTERLINE
CHARLEVOIX
CHARLOTTE
CHEBOYGAN
CHELSEA
CLARE
CLARKSTON
CLAWSON
CLIO
COMMERCE
COMSTOCK PARK
CROSWELL
CRYSTAL FALLS
DEARBORN
DEXTER
DRAYTON PLAINS
DUTTON LAKE
EAST LANSING
EAST TAWAS
ELK RAPIDS
ESCANABA
FAIRGROVE
FARMINGTON
FARMINGTON HILLS
FENTON
FLAT ROCK
FLINT
FREEMONT
GALESBURG
GLADWIN
GRAND HAVEN
GRAND RAPIDS
GREENVILLE
HANCOCK
HASTINGS
HILLSDALE
HOLLAND
HOLT
HOWELL
HUDSONVILLE
INDIAN RIVER
IONIA
IRON MOUNTAIN
IRON RIVER
IRONWOOD
ISHPEMING
JACKSON
KALAMAZOO
KALKASKA
LINDEN
LAKE ORION
LANSING
LINCOLN PARK
LIVONIA
LOWELL
MANCELONA
MANISTEE
MARINE CITY
MARNE
MARQUETTE
MARSHALL
MARYSVILLE
MENOMINEE
MIDLAND
MONROE
MT. CLEMENS
NEW BALTIMORE
NEW BUFFALO
NEWAYGO
NEWBERRY
NILES WEST
NORTHVILLE
OAK PARK
OKEMOS
OSHTEMO
PETOSKY
PLAINWELL
PLYMOUTH
PONTIAC
PORT HURON
REDFORD TWNSHIP
REED CITY
RICHLAND
ROCHESTER HILLS
ROCKFORD
ROMEO
ROMULUS
ROSEVILLE
ROYAL OAK
SAULT STE. MARIE
SAGINAW
SCOTTVILLE
SOUTH LYON
SOUTHFIELD
ST. IGNACE
STANDISH
STERLING HEIGHTS
TAWAS CITY
TAYLOR
TRAVERSE CITY
TRENTON
TROY
UNION LAKE
UTICA
VASSAR
WALLED LAKE
WARREN
WASHINGTON
WAYLAND
WEST BRANCH
WESTLAND
WHITE CLOUD
WILLIS
WYANDOTTE
WYOMING
YPSILANTI

APPENDIX B / WAGE ZONES & LOCATIONS

OHIO

WAGE ZONE 8

CLEVELAND (DOWNTOWN)

WAGE ZONE 9

BEACHWOOD
BEDFORD
BEREA
BOSTON HEIGHTS
BRECKSVILLE
BROOK PARK
BROOKLYN HEIGHTS
BURTON
CLEVELAND
CLEVELAND HEIGHTS
EUCLID
HIGHLAND HEIGHTS
INDEPENDENCE
LAKEWOOD
MAPLE HEIGHTS
MAYFIELD HEIGHTS
MENTOR
NORTH OLMSTED
NORTH ROYALTON
PAINSEVILLE
PARMA
ROCKY RIVER
SHAKER HEIGHTS
SOLON
SOUTH EUCLID
STRONGVILLE
WESTLAKE
WILLOUGHBY

WAGE ZONE 10

AKRON
ALLIANCE
BARBERTON
BEAVERCREEK
BOARDMAN TWP.
BUTLER TWP.
CANAL FULTON
CANTON
CANTON TWP.
COLUMBIANA
COLUMBUS
COVENTRY TWP.
CUYAHOGA FALLS
DAYTON
DUBLIN
EAST LIVERPOOL
EAST PALESTINE
FAIRBORN
FRANKLIN
GREEN TWP
HAMILTON TWP.
HILLIARD
HOLLAND
HUBBARD
KENT
KETTERING
LISBON
MADISON TWP.
MASSILLON
MAUMEE
MIAMISBURG
MIFFLIN TWP.
MUSKINGUM TWP
NEW ALBANY
NEW WATERFORD
NILES
OREGON
PERRYSBURG
PERRYSBURG TWP.
PERRY TWP.
PLAIN TOWNSHIP
PRAIRIE TWP.
RAVENNA.
SALEM
SALEM TOWNSHIP
SPRINGFIELD TWP.
STOW
STRUTHERS
TALLMADGE
TOLEDO
UPPER ARLINGTON
VANDALIA
WASHINGTON TWP.
WESTERVILLE
WORTHINGTON
YOUNGSTOWN

WAGE ZONE 11

BARNSVILLE
CHILLICOTHE
COSHOCTON
FINDLAY
FOSTORIA
FREMONT
GALLIPOLIS
HILLSBORO
HOPEWELL TWP.
IRONTON
JACKSON TWP.
LANCASTER
LIBERTY TWP.
LONDON
LOUISVILLE
MARIETTA
MARTINS FERRY
MIDDLETOWN
MOOREFIELD TWP.
NELSONVILLE
NEW CARLISLE
NEW LEXINGTON
PEASE TWP.
PIQUA
SANDUSKY
SPRINGFIELD
ST. CLAIRSVILLE
STEUBENVILLE
TIFFIN
UHRICHSVILLE
UNION TWP.
UPPER SANDUSKY
WASHINGTON COURTHOUSE
WINCHESTER
WOODSFIELD
XENIA
ZANESVILLE

APPENDIX B / WAGE ZONES & LOCATIONS

WISCONSIN

WAGE ZONE 12

BROOKFIELD
BURLINGTON
CALEDONIA
CEDARBURG
GREENFIELD
HALES CORNERS
HARTLAND
HUBERTUS
JACKSON
KENOSHA
MADISON
MENOMONEE FALLS
MILWAUKEE
MUSKEGO
NEW BERLIN
OAK CREEK
PEWAUKEE
PORT WASHINGTON
RACINE
STOUGHTON
SUSSEX
UNION GROVE
WAUKESHA
WAUWATOSA
WEST ALLIS
WEST BEND

WAGE ZONE 13

APPLETON
BEAVER DAM
BELOIT
BERLIN
CHIPPEWA FALLS
DE PERE
DELEVAN
EAU CLAIRE
FOND DU LAC
FORT ATKINSON
GREEN BAY
HUDSON
JANESVILLE
KAUKAUNA
KEWAUNEE
LAKE GENEVA
MANITOWOC
MENOMONEE
NEENAH
NEW LONDON
OCONOMOWOC
OSHKOSH
RIVER FALLS
SHEBOYGAN
STEVENS POINT
STURGEON BAY
WATERTOWN
WAUPACA
WHITEWATER

WAGE SCHEDULE INDEX

WILL BE INSERTED HERE

WHEN CONTRACT IS PRINTED

WAGED SCHEDULES

AND

JOB TITLES

APPENDIX D

MEMORANDUM OF AGREEMENT

SUMMARY PLAN DESCRIPTION REVIEW

The Company and the Union agree that provisions of the following Benefit Plans will continue to be represented in Summary Plan Descriptions (SPDs):

The Ameritech Comprehensive Health Care Plan
Ameritech Sickness & Accident Disability Benefit Plan & Anticipated Disability Program
The Ameritech Long Term Disability Plan
The Ameritech Vision Care Plan
The Ameritech Dental Expense Plan
The AT&T Flexible Spending Account Plan
AT&T Medical and Group Life Insurance Plan – Group Life Insurance
AT&T Supplementary Group Life Insurance Program
AT&T Dependent Group Life Insurance Program
The AT&T Savings & Security Plan
The AT&T Pension Benefit Plan – Midwest Program

The Parties further agree with respect to Plan amendments as provided for in Appendix D, the SPD for each Plan so amended may be revised following ratification of the Agreement to appropriately reflect all such amendments. If so revised, the final draft copy of the revised SPD or other proposed means of communicating the change to employees represented by the Union will be provided to the Union, sufficiently in advance of its publication, to allow for their review, input and recommended changes and to assure it appropriately reflects the provisions of the plan.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT CONCERNING THE AT&T SAVINGS PLANS FOR NON-SALARIED EMPLOYEES

This Memorandum of Agreement covers the agreement reached between the Company and the Union regarding the AT&T savings plans.

Valuation

- Calculated on a daily basis. Accounts are credited within 3 days following the week of the employee's paydraft.

Enrollment

- Employees may enroll at any time. Generally, enrollment is effective with the next beginning pay period.

Employee Contributions

- Total maximum employee contribution (Basic and Supplementary) is 30% of pay, rounded down to a multiple of $5.00.
- Autoconversion election is provided for contributions that exceed IRS annual limit.
- Supplementary Contributions are:
  - allowed even if no Basic contribution has been made.
  - allowed on a deferred-tax (before tax) basis or after-tax or combination of both and not dependent upon the basic contribution.
- Maximum supplementary deferred-tax contribution is the amount that, when added to the before-tax basic contribution, does not exceed 30% of weekly base pay.

Vesting

- All employees on payroll as of the plan merger will continue to automatically become 100% vested.
- Continue 3-year cliff.
- Employees hired after the date of the plan merger will continue to be subject to the 3-year cliff vesting requirement.
- Any non-vested employee rehired within five years of the plan conversion will continue to be vested upon rehire.

Allotment Changes

- Allotment amounts and/or type can be changed each pay period.

Funds

- Employees may elect to contribute to the following funds:

AT&T Shares Fund	Large Cap Stock Fund
Interest Income Fund	Global Equity Fund
Mid/Small Cap Stock Fund	International Stock Fund
Bond Fund	

Investment Direction

- Employees may continue to make investment direction changes (to affect future contributions) each pay period.
- Investment direction changes may continue to be made in 1% increments that total 100%.

Company Match

- The Company Match will continue to be 80% of Basic contribution.

Incoming Rollovers

- Active employees may continue to rollover funds from qualified defined contribution plans, conduit IRAs and qualified defined benefit plans.

Fund Transfers

- Employees may continue to make fund transfers of past account balances four times per quarter, in 1% increments that total up to 100%.

Loans

- Employees may elect a loan with a $500 minimum.
- $25 loan fee is deducted from the participant's account.
- Employees on Leaves of Absence are eligible for loans.
- General loan terms are one through five years, in yearly increments.
- Principal Residence loans are one through ten years, in yearly increments.
- Interest rate is prime plus 1%.
- Existing loans in effect as of merger will be honored under the terms of the Ameritech Savings and Security Plan.
- Partial and total loan repayments of not less than $500 can be made at any time after the loan effective date.
- Loan is defaulted when employee fails to make loan repayments that would equal amount of loan payments due in a two-month period.
- Previously if loan defaulted, employee would not be allowed to take another loan until 12 months from the date of the loan default. If the employee incurred a second default, the employee would not have been allowed to take another loan. Both accrued interest and outstanding defaulted loan balance would have been factored into the calculation determining the maximum loan amount available. Defaulted status could have been removed at any time if the employee repaid the outstanding loan balance for one of the loans with a cashiers check.

Withdrawals

- Unlimited frequency for withdrawals.
- Minimum withdrawal amount is $100 increments in increments of $1.00.
- Pre-tax contribution earnings are available to active employees who are age 59 ½ or older or disabled or incur a hardship.
- 6 month suspension applies to a Hardship Withdrawal.

Distributions

- Former employees can have the following distribution options:
  - ~ Lump sum
  - ~ Installments, not less than 2 and not greater than life expectancy
  - ~ Partial distributions up to 4 times per year
  - ~ Deferral to age 70 ½

Annuities

- Eliminate annuities in Ameritech Savings and Security Plan.

Cash Payments

- Cash payments for loans, withdrawals and distributions are issued two days after the transaction is confirmed.

Laid Off Employees

- Employees who are laid off are eligible to:
  - ~ Make fund transfers
  - ~ Request any distribution option available
  - ~ Vesting upon layoff

Beneficiaries

- AT&T Rules for Employee Beneficiary Designation default as follows:
  - Spouse
  - Child
  - Parents
  - Siblings
  - Estate
- Proceeds are paid in a single lump sum.

Diversification

- Quarterly election of either Diversified Fund Transfer or Diversification Withdrawal.

  NOTE: Only one Diversification Withdrawal per year.

Participant Fees

- There is an annual recordkeeping fee of $42.

Record-keeping

- The Plan Year is January 1st through December 31st.
- Company match account balances and AT&T Shares Fund account balances are shown as two individual entries on the employee's quarterly statement.

Dividend Option

- Annual dividend payments from the AT&T Shares Fund are available either in cash or as a reinvested option. Cash payouts are made in November. The reinvested option occurs quarterly.

Current Employees will be eligible to contribute a maximum Basic Allotment of $55.00 per week for weekly rates of pay of $1,000 to $1,099, a maximum Basic Allotment of $60.00 per week for weekly rates of pay of $1,100 to $1,199 and a maximum Basic Allotment of $65.00 per week for weekly rates of pay of $1,200 and above.

Effective January 1, 2010, New Hires, Converted Temp/Term Employees and Appendix F employees will be eligible to participate in savings plans as provided in Article 16 of the 2009 Collective Bargaining Agreement.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

CONCERNING
THE AT&T PENSION BENEFIT PLAN

The Parties agree that the provisions of the AT&T Pension Benefit Plan – Midwest Program (Plan) will be amended to increase pension bands for participating employees, as follows:

- 2% effective January 1, 2010
- 2% effective January 1, 2011
- 2% effective January 1, 2012 plus the applicable COLA adjustment made to wages (April 3, 2011)

The Attachment to this Memorandum reflects these percent increases.

- The Plan will allow an employee who is on a disability or Leave of Absence at the time of his/her retirement or other termination of employment to elect either 1) a lump sum or annuity on their regular accrued pension benefit (discounted, if applicable); or 2) an annuity on the disability pension.

- The Plan provides a joint and survivor annuity of 100% of pension in conjunction with a 20% reduction in the employee's pension, applicable to retirements that began on or after January 01, 2002. This annuity was made payable to spouses only and was made subject to the application of the provisions of the Plan governing joint and survivor annuities.

- Vesting service previously recognized for employees under the Plan will continue to be recognized.

Election Period

The 60-day election period under the Plan, with respect to elective lump sum distribution of either (i) a service pension, or (ii) a deferred vested pension was eliminated and may be made at any time until the later of:

- the Employee reaches Normal Retirement Age (generally age 65), or
- the Employee would have reached Normal Retirement Age.

No elective lump sum will be distributed until the pension service center receives properly completed election forms, and if no such election forms are received, an annuity form of payment will automatically begin at age 65.

The monthly pension determined as of the Current Employee's date of termination will be converted to a lump sum based on the employee's age, the Plan's Applicable Interest Rate and the Plan's Applicable Mortality Table, in effect at the time of payment.

Effective January 1, 2010

New Hires, Converted Temp/Term Employees, and Current Employees working in Appendix F, as defined in Article 16, may be eligible to participate in the Bargained Cash Balance Program 2 (BCB2) under the AT&T Pension Benefit Plan with the provisions outlined in Article 16.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

Pension Band	On or after 1/1/2010 and before 1/1/2011	On or after 1/1/2011 and before 1/1/2012	On or after 1/1/2012 and before 1/1/2013 *
200A	27.47	28.02	28.58
200B	29.37	29.96	30.56
200C	31.25	31.88	32.52
201	33.17	33.83	34.51
202	35.04	35.74	36.45
203	36.92	37.66	38.41
204	38.83	39.61	40.40
205	40.72	41.53	42.36
206	42.64	43.49	44.36
207	44.53	45.42	46.33
208	46.42	47.35	48.30
209	48.31	49.28	50.27
210	50.16	51.16	52.18
211	52.08	53.12	54.18
212	54.00	55.08	56.18
213	55.90	57.02	58.16
214	57.78	58.94	60.12
215	59.67	60.86	62.08
216	61.43	62.66	63.91
217	63.20	64.46	65.75
218	64.96	66.26	67.59
219	66.73	68.06	69.42
220	68.45	69.82	71.22
221	70.20	71.60	73.03
222	71.90	73.34	74.81
223	73.63	75.10	76.60
224	75.35	76.86	78.40
225	77.02	78.56	80.13
226	78.90	80.48	82.09
227	80.74	82.35	84.00
228	82.63	84.28	85.97
229	84.46	86.15	87.87
230	86.33	88.06	89.82
231	88.19	89.95	91.75
232	90.04	91.84	93.68
233	91.89	93.73	95.60

**subject to adjustment based on the COLA adjustment, if any, applied to wages (April 3, 2011)*

MEMORANDUM OF AGREEMENT

OTHER BENEFITS / WELFARE RELATED ITEMS

The Company proposes no additional changes in the other benefits and/or welfare related items currently being provided, except as are provided for in Article 16 concerning employee benefits.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

REGARDING

DEFINED DOLLAR BENEFIT (DDB) CAP

Effective January 1, 2010

The Defined Dollar Benefit (DDB) Cap for employees who retire during the term of the 2009 Collective Bargaining Agreement will be $12,500 per retiree through December 31, 2012 all as provided in Article 16, Attachment B.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

AMERITECH COMPREHENSIVE HEALTH CARE PLAN

This Memorandum of Agreement confirms the understanding reached between the Company and the Union during the 2009 Collective Bargaining Agreement documenting the Access Standards and other miscellaneous issues related to the Comprehensive Health Care Plan.

The Access Standards to determine mandatory network zip codes are access to two (2) family physicians and/or internists, two (2) pediatricians and two (2) obstetricians/gynecologists within a five (5) mile radius of their home.

No additional networks other than those prescribed elsewhere in this agreement will be implemented without notification to the union.

Employee and Company payments will be based on the same bill, which will reflect eligible charges as determined by the Plan administrator's contracts.

The prohibition of balance billing for amounts over usual and customary in PPO/Non-PPO areas will not be affected by the introduction of the Health Care Network.

Employees will not be balanced billed as long as these contracts between the PPO medical claims administrator and physicians remain in effect.

The medical claims administrator of the HCN option will reimburse non-network professional services at 60% of Reasonable and Customary (R&C) fees.

Regular and Regular Limited Term employees shall be eligible for Company paid coverage on the first day of the month in which they attain six (6) months of service.

The Company will provide employees and their eligible dependents a hearing aid benefit of up to $1,000 every 36 months as follows:

Healthcare Network In-Network	90%, subject to deductible
Healthcare Network Out-Of-Network	60%, subject to deductible
PPO	90%, subject to deductible
non-PPO	60%, subject to deductible

The Company, at its discretion, will offer local alternative managed care products in addition to the HMOs.

The Company will eliminate the three-tier rate structure and replace it with a two-tier rate structure for active employees.

The Company will provide for the extension of medical benefits for those Class I Dependant survivors of active employees who die. The continuation of the company-subsidized medical benefits for these survivors will be extended to twelve (12) months.

Any provisions of the current Comprehensive Health Care Plan not expressly modified in Article 16 and Attachment A shall remain as provided prior to the 2009 Agreement.

Members of the Joint Benefit Forum will serve, as may be required, to assist during network implementation. After training on plan features, these individuals will be utilized as required to participate in joint union/management training of employees on plan features, participate in identifying and recommending resolutions to network problems and perform other network related responsibilities as appropriate.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S White

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

BENEFIT INVESTIGATION COMMITTEE (BIC)

The Company and the Union mutually agree to maintain a regional committee known as the Benefit Investigation Committee (BIC). The BIC will meet to investigate specific cases of employees represented by the Union to insure that treatment is in accordance with Benefit plans.

The BIC will consist of the following:

- Co-Chairs; one (1) CWA International Representative and one (1) AT&T Midwest Labor Relations Representative,
- One (1) additional Union appointed representative and One (1) additional Labor Relations representative.
- Two (2) AT&T Benefit Organization Representatives.
- And additional representatives as mutually agreed.

The BIC will meet monthly in Hoffman Estates to investigate specific cases referred by CWA Locals to the CWA International Benefit Representative. The BIC will have no authority to change the Benefit Plans or grant or deny Benefits but may make recommendations concerning the Benefit delivery process.

This Memorandum of Agreement will remain in effect until the expiration of the 2009 Collective Bargaining Agreement.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

CONCERNING

AT&T FLEXIBLE SPENDING ACCOUNTS

This Memorandum of Agreement covers the agreement reached between the Company and the Union regarding Flexible Spending Accounts.

Eligibility

- New regular full-time, part-time, and regular limited term employees will be eligible to enroll in this program within 31 days of their hire date. Other regular full-time, part-time and regular limited term employees may enroll during annual open enrollment or within 31 days of a qualifying event. Generally, participation begins on the 1st of the month following enrollment.

Contributions

- The Health Care Flexible Spending Account will require an employee to contribute a minimum of $100 annually. An employee may contribute up to $10,000 annually.

- The Dependent Care Flexible Spending Account will require a minimum annual contribution by the employee of $100. An employee may contribute a maximum of $5,000 annually.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

CONCERNING

AT&T ADOPTION REIMBURSEMENT PROGRAM

This Memorandum of Agreement covers the agreement reached between the Company and the Union regarding the AT&T Adoption Reimbursement Program.

Eligibility

- All regular full-time employees beginning with the first day of the month in which they attain six (6) months of service.

Covered/Non-Covered Expenses

- Continue maximum reimbursement to $5,000 per adoption – no lifetime maximum.
- Coverage for passenger airfare for adopted child only.
- Payment of naturalization and immigration expenses associated with the adoption.
- Add coverage for adoption of stepchildren.
- No coverage for medical expenses of the natural mother.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

CONCERNING

CARE PLUS

This Memorandum of Agreement confirms the understanding reached between the Company and the Union during the 2009 Collective Bargaining Agreement documenting the continuation of an optional supplemental medical plan to provide financial protection against the high cost of certain specific and costly forms of medical treatment not covered by the Company's medical plan.

The list of covered procedures will be reviewed annually, updated if necessary, and provided to the Joint Benefits Forum (JBF).

Enrollment shall be on an annual basis.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

CONCERNING

AT&T LONG-TERM CARE INSURANCE

A previous Memorandum of Agreement terminated the Ameritech Long-Term Care Plan and consolidated eligibility for the long-term care benefit under the SBC Group Long-Term Care Insurance Plan. Coverage is now provided under the AT&T Group Long Term Care Consolidated (LTC) Plan.

Existing Insureds Options:

- Remain in the existing AT&T Group LTC Plan pending completion of a conversion policy with John Hancock to the AT&T Consolidated LTC Plan.
- Convert existing coverage under the AT&T Group LTC Plan into the AT&T Consolidated LTC Plan and receive a premium credit per the conversion plan which will be communicated during a special enrollment process.
- Retain current coverage under the AT&T Group LTC Plan and elect to participate in the AT&T Consolidated LTC Plan.

Eligibility

- All regular and regular limited term employees with 6 months of net credited service.

Current Plan Features

Effective January 1, 2010 the following features will be available:

- Multiple options will continue to be offered for daily maximum benefit levels.
- Informal care benefit is added.
- Lifetime maximum benefits are increased.
- Every three years employees will continue to be offered the opportunity to increase their daily maximum benefits.
- Sixty (60) calendar day qualification period.
- Sixty (60) day bed reservation benefit.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

AMERITECH DENTAL EXPENSE PLAN

This Memorandum of Agreement covers the agreement reached between the Company and the Union regarding the following Ameritech Dental Expense Plan.

Annual Maximum	$1,300
Orthodontia Lifetime Maximum	$1,600
Night Guard Coverage	50% of Reasonable and Customary

The Company will continue to provide employees access to Dental PPO network providers.

Type A services will continue to be paid for by the Company at 100% of the provider contract rate. Type B services will continue to be paid for by the Company up to the scheduled amount. Employees will continue to be responsible for payment of the difference between the schedule benefits and the provider contract rate.

The Company eliminated the two-tier rate structure and replaced it with a three-tier structure for active employees.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

AMERITECH VISION CARE PLAN

This Memorandum of Agreement covers the agreement reached between the Company and the Union regarding the following Ameritech Vision Care Plan to be effective January 1, 2010:

- Vision Plus will be provided on an access only basis. Employees and Future Retirees who opt for this coverage will pay the full monthly contribution for coverage.
- Adjust monthly premiums for Vision Plus annually.
- Maintain the one year enrollment obligation for the – Vision Plus option.
- The reduced claim filing deadline of ninety (90) days after the end of the Plan year will remain in force.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

LEAVE OF ABSENCE

This Memorandum covers an agreement reached between the Company and the Union regarding the provisions of leaves of absence.

The Company proposes to retain the current Ameritech Leave of Absence Policy, as well as the Voluntary Extended Absence (VEA) leave. The Discretionary Transitional Leave of Absence (TLA) was added effective April 01, 2001.

The provisions of the Transitional Leave of Absence include:

- The employee must be part of a force adjustment group and within twenty-four (24) months of service pension eligibility under an AT&T Pension Plan as of the Force Disposition Date.
- Company paid coverage for six (6) months for medical, dental, vision, and Care Plus, subject to applicable contributions.
- Basic Life Insurance and AD&D Insurance continue for the duration of the leave.
- Supplemental and Dependent Life Insurance and Long Term Care may be continued at employee expense.
- The Leave will provide for a payment of One Hundred Dollars ($100) a week for the duration of the Leave.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

CONCERNING THE AT&T LIFE INSURANCE PROGRAMS

The Company and the Union agree that the following AT&T Group Life Plan provisions and monthly premiums for Supplementary Life Insurance, Dependent Life Insurance, and AD&D Insurance may be annually adjusted effective January 1, 2005.

BASIC GROUP LIFE INSURANCE

- **Coverage**
  - 1x annual basic pay rounded to the next higher $1,000.
  - There is no reduction schedule for an active employee who turns 65.
  - Accelerated Death Benefit provided if life expectancy is twelve (12) months or less. Can request a minimum of 25% combined Basic and Supplementary or a maximum of 75% combined Basic and Supplementary benefit.
- **Laid Off Employees**
  - Coverage continues for up to 6 months at company expense.
- **Future Retired Employees** (does not apply to New Hires as defined in Article 16)
  - Coverage continues at Company expense, subject to the benefit reduction schedule.

Age	66	90%
	67	80%
	68	70%
	69	60%
	70	50% but not less than $1,500

- **Benefit Limit**
  - Maximum combined basic and supplementary benefit amount is $3.5 million.

SUPPLEMENTARY LIFE INSURANCE

- **Coverage**
  - Employees may elect 1, 2, 3, 4, 5 or 6 times basic coverage.

- Accelerated Death Benefit provided if life expectancy is twelve (12) months or less. Can request a minimum of 25% combined Basic and Supplementary or a maximum of 75% combined Basic and Supplementary benefit.

- **Evidence of Insurability**

  - New hires may elect up to 3 times supplementary coverage without evidence of insurability if enrollment is completed within 31 days of hire date or receipt of enrollment materials, whichever is later.

  - Employees may increase supplementary coverage up to 1 time basic amount without evidence of insurability if completed within 31 days of a life event.

- **Portability/Conversion**

  - Employees for whom coverage ends due to termination, retirement or total disability will continue to be allowed some or all of the supplementary coverage by utilizing the MetLife portability rates. The rates are not guaranteed and may change based on MetLife's entire block of portable lives.

- **Laid Off Employees**

  - Coverage for laid off employees continues for up to 6 months, at employee expense, for employees under age 65.

- **Retired Employees**

  - Coverage continues to age 65, at employee expense.
  - Within 31 days following retirement date, Employee may add one times annual pay to Supplemental Life coverage in effect at termination.

DEPENDENT GROUP LIFE INSURANCE

- **Coverage**

  - Coverage for spouse and Legally Recognized Partner options range from $5,000 to $150,000.

  - Coverage for dependent child options range from $1,500 to $15,000 per child.

- **Evidence of Insurability**

  - Evidence of insurability is required if enrollment is after the initial enrollment period or more than 31 days after acquiring an eligible dependent. Coverage

is effective the first day of the month after the insurance administrator approves the evidence of insurability.

- For Child coverage, no EOI for Child is required for initial enrollment or increase in coverage amount.

AD&D LIFE INSURANCE

- **Coverage**
  - Additional $10,000 coverage if loss occurs when an automobile seat belt is being worn.

Employee rates for supplementary and dependant life insurance coverage may be adjusted annually based on changes in the insurance carriers contract rates.

- **Supplementary Smoker / Non-Smoker**
  - A smoker is someone who has used tobacco products at any time within the immediately preceding 12 months – regardless of the level, degree or amount of usage.
  - A non-smoker is someone who has not used tobacco products at any time within the immediately preceding 12 months.
  - Tobacco products include cigarettes, cigars*, pipes and smokeless tobacco.

*If you are an occasional cigar smoker (someone who smokes fewer than one cigar a week and would test negative on a nicotine test), you are considered a non-smoker.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

LEGALLY RECOGNIZED PARTNERS

This Memorandum of Agreement covers the agreement reached between the Company and the Union regarding Legally Recognized Partners.

Legally Recognized Partners will be treated as a dependent in the following Company sponsored plans, under the same terms and conditions as those made available to an eligible spouse: medical, dental, vision, long term care, flexible spending accounts, pension death benefit, dependent life, adoption reimbursement, Employee Assistance Program, Family Care Leave and Care Plus.

Legally Recognized Partners may be subject to imputed income based on applicable Federal and state tax laws.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

PRE-RETIREMENT SURVIVOR BENEFIT

Effective January 01, 2002, the benefit payable to a spouse became the lump sum equivalent of the survivor annuity benefit otherwise payable to the spouse if the employee had retired on the date of his/her death. The benefit payable to a non-spouse beneficiary became equivalent to the 50% survivor annuity benefit, converted to a lump sum based upon the employee's age at death, regardless of marital status, subject to spousal consent.

The AT&T Rules for Employee Beneficiary Designations ("the Beneficiary Designation Rules") will apply to employees who retire(d) on and/or after January 1, 2005 for distribution of Pension Benefits that allow the Employee to designate a beneficiary. In addition, the Beneficiary Designation Rules will be used for Final Unpaid Compensation and Benefits.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

CLASS I DEPENDENT BENEFIT ELIGIBILITY

Effective January 01, 2002, unmarried Class I dependents who are full-time students became eligible for coverage until the end of the month they reach age 25. This eligibility change applied to the Company's Medical, Dental, Dependant Life Insurance and Vision Benefit Plans.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S White

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

REGARDING
UNIFORM SERVICES LEAVE OF ABSENCE - EXECUTIVE ORDER
FOR
OPERATION ENDURING FREEDOM / OPERATION IRAQI FREEDOM

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

The following change became effective April 4, 2004 for employees who are called for involuntary active duty as a result of the Presidential Executive Order of September 14, 2001 and will supersede any agreements or policies concerning military pay allowances for such employees entering active duty in the armed forces of the United States. Other terms of the existing Uniform Services Leave of Absence apply unchanged.

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

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

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

APPENDIX F

MEMORANDUM OF AGREEMENT

Section 1 – Agreement

1.01 This Memorandum of Agreement (hereinafter called "Memorandum" or "MOA") is made and entered into as of by and between AT&T Teleholdings, Inc. d/b/a AT&T Midwest, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated, The Ohio Bell Telephone Company, Wisconsin Bell, Inc. and Michigan Bell Telephone Company (hereinafter referred to collectively in this MOA as the "Company"), and the COMMUNICATIONS WORKERS OF AMERICA, affiliated with the American Federation of Labor, Congress of Industrial Organizations (hereinafter referred to in this MOA as the "Union"). The Company and the Union (hereinafter referred to collectively in this MOA as the "Parties") agree as follows:

1.02 Applicable job titles:

Premises Technician
Dispatcher
Technical Support Representative II

1.03 This Memorandum contains the entire agreement between the Company and the Union with respect to all positions referenced in Section 1.02 herein, except that Articles 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 20, 28, 29, Memoranda of Agreement regarding Uniform Services Leave of Absence – Executive Order for Operation Enduring Freedom / Operation Iraqi Freedom and Success Sharing Plan of the 2009 Core Collective Bargaining Agreement between the Company and the Union ("Contract"), and only those provisions, will also apply to positions covered by this Memorandum.

1.04 Where conflicts may exist or arise between provisions of this Memorandum and those of the above-referenced provisions of the Contract, the provisions of this Memorandum will prevail.

1.05 The following attachment shall apply to job titles covered by this Appendix:

Attachment I – Memorandum of Agreement Force Movement of Employees

Attachment II – Memorandum of Agreement Regarding Economic Protection Following Placement of Surplus Core Employees and Global Services Employees Identified for Layoff

Attachment III – Memorandum of Agreement Regarding Employment Classification

Section 2– Classification of Employees

2.01 Regular Employee

One whose employment is expected to be indefinite. A regular employee may be either full-time or part-time.

2.02 Regular Limited Term Employee

One hired for a specific project or a limited period with the definite understanding that their employment will terminate or be converted to Regular Employee status upon the completion of the project or at the end of the period, and whose employment is expected to continue for more than one (1) year but, unless mutually agreed to by the Company and the Union, not longer than thirty-six (36) months as a Regular Limited Term employee. Regular Limited Term employees shall be excluded from the provisions in Section 7 of this Memorandum. If a Regular Limited Term employee covered by Appendix F attains 36 months of service, the employee shall either be work completed or converted to a Regular Employee at the Company's discretion. If the employee is converted to Regular Employee, the employee will continue to be covered by the terms, conditions and benefits provided by Appendix F.

2.03 Temporary Employee

One hired for a specific project or a limited period with the definite understanding that their employment will terminate upon the completion of the project or at the end of the period, and whose employment is expected to continue for not more than twelve (12) months. Temporary employees shall be excluded from the provisions in Section 7 of this Memorandum.

2.04 For the purposes of this Memorandum, all employees hired after the effective date of this Memorandum, unless otherwise specified by management, will be probationary. Employees will remain probationary for twelve (12) months.

Section 3 – Seniority

3.01 Seniority as used in this Memorandum shall mean Net Credited Service (NCS) with the Company as determined by the Pension Plan Administrator.

3.02 Where two or more employees have the same net credited service, the employee with the lowest last four digits of social security number shall be considered to be the most senior. In case there should be two or more employees with the same last four digits of the social security number, the lowest middle two digits of the social security number will determine seniority. Should two or more employees have identical numbers to this point, the employees will be arranged alphabetically by last name.

Section 4 – Time Off

4.01 Paid Holidays

Seven (7) paid holidays shall be observed as follows:
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

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

4.02 Working On A Holiday

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

4.03 Holidays During A Vacation Week

When a holiday falls during a week in which an employee is on vacation, the day will be treated as a holiday, not as a day of vacation.

4.04 Vacation Year

The year in which vacation and Personal Days off may be taken shall be known as the "vacation year." The vacation year is defined as a period of time beginning December 31st and ending on December 30th of the following year. Employees must be active on the payroll (not on a leave of absence or on disability) and must physically report to work for at least one (1) day in the vacation year to be eligible for vacation and Personal Days Off.

However, an employee may be granted vacation for which they are otherwise eligible in a vacation year without performing any work for the Company in that year provided they are not on a leave of absence or disability and such vacation is contiguous to and continues with their vacation for the preceding year; or such vacation begins during the first seven (7) days of the vacation year.

4.05 Vacation Eligibility

Employees shall be eligible for vacation, based on their Net Credited Service (NCS) with the Company, as follows:

A. One (1) week of vacation upon completion of six (6) months of service.

B. Two (2) weeks of vacation upon completion of twelve (12) months of service. This provision cannot be combined with the above to result in more than two (2) weeks of vacation entitlement in the same vacation year.

C. Three (3) weeks of vacation to any employee who could complete seven (7) years of service or more but less than fifteen (15) years of service within the vacation year.

D. Four (4) weeks of vacation to any employee who could complete fifteen (15) years of service or more but less than twenty-five (25) years of service within the vacation year.

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

4.06 Carry-Over Vacation

All employees are encouraged to take all of their vacation time during the vacation year. However, a maximum of one (1) week of vacation may be carried over into the next vacation year. A vacation week that is carried over must be taken by April 30th.

The Company may at its discretion place employees on vacation and require them to take vacation at a specified time. The number of weeks management may place employees on vacation is limited to not more than one (1) week in a vacation year. Should the need to place employees on vacation occur, the Company will provide thirty (30) days notice to the affected employees.

4.07 Vacation Selection

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

4.08 Personal Days Off

Employees are allowed flexibility through the use of Personal Days Off to be off work with pay, subject to approval by management.

Each employee who has completed six (6) months of service will be eligible for seven (7) paid Personal Days Off each vacation year.

The Company may at its discretion place employees on Personal Days Off and require them to take Personal Days Off at a specified time. The number of Personal Days Off that management may place employees on, is limited to not more than one (1) in each vacation year. Should the need to place employees on a Personal Day Off occur, the Company will provide thirty (30) days notice to the affected employee.

4.09 Selection Of Personal Days Off

All Personal Days Off shall be selected based on seniority within a workgroup as determined by the Company. Employees may be permitted to take all of their Personal Days Off in two (2) hour increments, except for the two (2) days in the vacation year that the Company may assign. The Company shall determine periods available for selection and the number of employees allowed off on Personal Days Off.

4.10 Civic Duty

Employees must give their supervisor advance notice when they are requested to appear for jury duty. Time off to comply with a summons for obligatory jury duty will be paid subject to court verification. The Company will grant unpaid time off for other court ordered processes. Employees are expected to notify their supervisors as soon as possible of the need for time off to comply with any court order.

4.11 Death In An Employee's Immediate Family/Household

Employees may elect up to three (3) paid days of excused time off due to a death in the employee's immediate family. Immediate family includes the employee's parents, stepparents, adoptive parents, children, stepchildren, adoptive children, brothers, stepbrothers, sisters, stepsisters, husband or wife (including Legally Recognized Partner), grandparents, grandchildren, mother-in-law or, father-in-law. If more time off is needed, an employee may request vacation time or unpaid time off, all of which is dependent on the needs of the business. In all cases, supervisory approval is required.

4.12 Absence

Employees having one (1) or more years of NCS shall be paid at the basic wage rate for absences, including illness on scheduled workdays, not to exceed five (5) paid days per calendar year. Employees must notify their supervisor before their scheduled start time that they will be absent from work.

4.13 Excused Time Required By Law

Employees will be granted other excused time off (paid or unpaid) as required by applicable State and/or Federal laws.

Section 5 – Working Conditions

5.01 Work Apparel

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

For the employees in Appendix F, participation in the AT&T Branded Apparel Program (BAP) is mandatory.

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

5.02 Work Schedules

The Company will determine and post the work schedules. Employee's scheduled work hours may start at any time of the day, on any day of the week and may be spread over any six (6) days of the week. Work schedules will be posted for a minimum period of one (1) week and are subject to change, with forty-eight (48) hours notice to the employee. If an employee is notified less than twelve (12) hours before the originally scheduled start time of a change in work hours, the affected employee will receive two (2) hours of pay at the straight time rate.

5.03 Four-Ten Work Schedules

The Company will determine if, when and in which groups it would establish a four-ten work schedule. The Company can terminate an established four-ten work schedule at any time for any reason.

Overtime will be paid according to Section 5.06 below. Overtime is time worked in excess of forty (40) hours in a workweek.

A vacation week will always equal forty (40) hours of time off. The employee's scheduled vacation week will be changed to a five-day (5), Monday through Friday, eight (8) hour schedule. Vacation weeks taken a day-at-a-time should be converted to hours for administrative purposes. A vacation day will be ten (10) hours unless the remaining balance of vacation hours is less than ten (10) hours.

Personal days off specified in Section 4.08 of the Memorandum will be eight (8) hours.

An employee's work schedule during a holiday week shall normally be the same as though it were not a holiday week. If the holiday falls on a scheduled day, and the employee is scheduled off, the Company will pay eight (8) hours of holiday pay at straight time. If the employee wishes to be paid the remaining two (2) hours, the employee may use available vacation, personal days off or absence time. If the employee does not wish to be paid, the time will be unpaid excused.

Employee who work the holiday will be paid as follows:

- Eight (8) hours straight time for the holiday;
- Time and one-half for each hour worked up to eight (8) hours;
- Straight time for time worked in excess of eight (8) hours;
- Overtime rules apply for time worked in accordance with Section 5.06 below.

If a holiday falls during the employee's scheduled vacation week; and if the holiday falls on a scheduled vacation day, the employee will be entitled to an additional eight (8) hours of vacation time. If the holiday falls on a non-scheduled day, the employee will receive eight (8) hours of holiday pay at straight time.

Paid absence will be granted in accordance with Section 4.12 of this Memorandum. An employee who is eligible for absence payments will receive ten (10) hours of pay if the employee is sick on a scheduled ten (10) hour day, unless the remaining balance of paid absence time is less than ten (10) hours.

5.04 Split Work Days

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

5.05 Cancellation Of Hours

A. If an employee is notified less than twelve (12) hours before the originally scheduled start time that the scheduled hours are canceled, the affected employee will receive two (2) hours of pay at the straight time rate.

B. If an employee begins the scheduled workday, management cannot cancel the employee's hours for the remainder of that workday.

5.06 Overtime

Employees may be required to work overtime subject to the needs of the business. Overtime hours worked in excess of forty (40) in a calendar week will be paid at the rate of one and one-half (1½) times the basic hourly wage rate and in accordance with applicable Federal and/or State Laws.

5.07 Shift Differentials

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

An employee works one (1) full work week of evening or night assignments before his/her vacation or holiday and is scheduled to work one (1) full work week of evening or night assignments, following his/her vacation or holiday.

5.08 Sunday Premium Payments

Employees who work on a Sunday shall receive the rate of one and one-half (1 ½) times the employee's base wages, up to a maximum of eight (8) hours per day. Employees who are excused from work with pay during scheduled hours on Sunday shall be paid at straight time for the excused absence. Such hours worked at the premium rate shall never be used in the calculation of the forty (40) hour overtime threshold.

5.09 Relief Differential

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

5.10 Working In A Different Title

The assignment of a particular title to an employee does not mean that the employee shall perform only the kind of work coming under his/her title classification, or that certain kinds of work shall be performed exclusively by certain classifications of employees in Appendix F.

5.11 Home Garaging

The Company may, at is discretion, implement a mandatory Home Garaging Program. The Company may change the program at its discretion. Once implemented, the Company can cancel the program with thirty (30) days notice.

5.12 Travel and Temporary Work Locations

A. The Company will either furnish all means of transportation or specify what transportation shall be used for travel on Company business.

B. Employees who agree to use their personal vehicles for Company business will be reimbursed at the then current IRS reimbursement rate for mileage.

C. Employees may be assigned to work at a temporary work location. When employees are assigned to work at a temporary work location, the employee will be reimbursed for travel time and transportation expenses to and from the temporary work location in excess of that required for the employee's normal commute.

D. Transportation expenses include, but are not limited to, mileage, bridge toll, parking, airfare, and bus fare.

5.13 Contracting Out

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

5.14 Overnight Trips

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

A. Transportation expenses as described in Section 5.12 (D) above.

B. Lodging, approved in advance by the Company

C. Meals, not to exceed thirty dollars ($30) per day, unless management approves a higher amount in advance.

5.15 Monitoring/GPS

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

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

Section 6 – Compensation

6.01 Wage Schedules

TIME INTERVAL BETWEEN STEPS – 6 MONTHS

Job Title	Time in Title
Premises Technician	30
Dispatcher	30
Technical Support Representative II	30

PREMISES TECHNICIAN

	EFFECTIVE 04/05/2009
START 0-6	$490.00
07 - 12	$513.00
13 - 18	$537.50
19 - 24	$564.00
25 - 30	$591.50
31 - 36	$621.50
37 - 42	$653.00
43 - 48	$686.50
49 - 54	$722.00
55 - 60	$760.00
MAX 61+	$800.50

DISPATCHER

	EFFECTIVE 04/05/2009	EFFECTIVE 04/04/2010	EFFECTIVE 04/03/2011
START 0-6	$420.00	$420.00	$420.00
07 - 12	$436.50	$438.00	$439.00
13 - 18	$453.50	$456.50	$459.00
19 - 24	$471.50	$476.00	$479.50
25 - 30	$490.00	$496.00	$501.50
31 - 36	$509.50	$517.00	$524.00
37 - 42	$529.50	$539.00	$548.00
43 - 48	$550.50	$562.00	$572.50
49 - 54	$572.00	$585.50	$598.50
55 - 60	$594.50	$610.50	$625.50
MAX 61+	$618.00	$636.50	$654.00

TECHNICAL SUPPORT REPRESENTATIVE II

	EFFECTIVE 04/05/2009	EFFECTIVE 04/04/2010	EFFECTIVE 04/03/2011
START 0-6	$695.00	$695.00	$695.00
07 - 12	$730.00	$732.00	$734.00
13 - 18	$766.50	$771.00	$775.50
19 - 24	$805.50	$812.50	$819.00
25 - 30	$846.00	$856.00	$865.00
31 - 36	$888.50	$901.50	$914.00
37 - 42	$933.00	$950.00	$965.50
43 - 48	$980.00	$1,000.50	$1,019.50
49 - 54	$1,029.50	$1,054.00	$1,077.00
55 - 60	$1,081.00	$1,110.50	$1,137.50
MAX 61+	$1,135.50	$1,169.50	$1,201.50

Employees will be paid on a bi-weekly basis. Payment of wages for each two-week period will be made no later than the Friday following the end of the pay-period.

There will be no wage increase during the life of this Memorandum for the Premises Technician job title, although Premises Technicians will receive any cost of living adjustment provided under Article 13.04(B) of the Contract in the final year of this Memorandum. Wage increases and the cost of living adjustment for the Dispatcher and Technical Support Representative II job titles will be the same as those provided for in Article 13 of the Contract.

For the purpose of establishing recognition, job titles and wage schedules above shall be treated as if they were set forth in full in Appendix B of the Contract.

6.02 Eligibility

All employees who are active on the payroll (not on disability or a leave of absence) on the effective date of a wage increase will be eligible for a wage increase.

Employees, who on the effective date of the wage increase and/or lump sum payment, are on disability or a leave of absence, if otherwise eligible, will receive a wage increase and/or lump sum payment effective on their return to work date. Lump sum payments will be prorated for disability and leave of absence.

6.03 Wage Credit/Changes In Start Rate

Applicants for employment who possess skill or knowledge over and above that normally expected of a new employee may be given wage schedule service credit equivalent to this knowledge or experience and receive as a starting rate the rate corresponding to this wage schedule service credit. Subsequent increases will be in accordance with the progression schedule.

6.04 Discretionary Lump Sum Payments

A lump sum payment of up to five (5) percent of an employee's annualized (52 weeks) weekly wage rate may be granted to individual employees at the Company's discretion.

6.05 Additional Cash Awards

The Company may provide employees with additional cash awards. The selection of employees and the amounts of the cash awards will be made at the discretion of management.

Section 7 – Force Adjustment

7.01 Transfers

The Company may in its discretion hire employees off the street or from outside of the bargaining unit to fill vacancies in Appendix F titles. However, if the Company determines that a vacancy is to be filled from within Appendix F, it will post a notice of the vacancy. Regular full-time employees with at least thirty (30) months of time in title, unless waived by the Company, who have satisfactory attendance and work performance may apply for the vacancy.

Regular full-time employees covered under this Memorandum who have at least thirty (30) months time in title, unless waived by the Company, who have satisfactory attendance and work performance will have the opportunity to be considered for transfers to available positions, covered by this Appendix or the Contract, at the discretion of the Company.

In deciding who will be selected for a vacancy, the Company will determine which employee is most qualified to fill the position. The Company will consider an employee's qualifications and where, in the judgment of the Company, such qualifications are equal, it will use seniority. The Company may elect to retreat an employee within the first nine (9) months from the date the employee accepted the position.

When an employee transfers to a higher or a lower wage schedule the employee will move to the same wage schedule step on the new wage schedule that the employee was at

on the old wage schedule. In addition, the employee's time spent, months and days, at the step on the old wage schedule will count towards the time required for the employee to progress to the next higher step on the new wage schedule.

7.02 Relocation Of Work

When work is to be relocated, the Company may, if it deems appropriate, offer the affected employees the opportunity to follow their work to the new location. Employees who elect to follow their work to the new location will be considered as employee initiated transfers.

7.03 Force Adjustment

Whenever force conditions as determined by the Company are considered to warrant a surplus and the possible layoff of employees, the Company shall notify the Union in writing, prior to notifying the affected employees. Employees will be laid off in a process to be determined by the Company based on the needs of the business and all business needs being equal, such adjustments shall occur in inverse order of seniority. The surplus employees designated for layoff will be notified a minimum of two (2) weeks prior to the layoff date, unless otherwise provided by law.

7.04 Layoff Allowance

Employees who are laid off will be paid a layoff allowance based on their seniority and their base weekly wage rate in effect at the time of the layoff, in accordance with the following:

LENGTH OF SERVICE	LAYOFF ALLOWANCE
0 - 12 Months	1 week of pay
13 - 24 Months	2 weeks of pay
25 - 47 Months	3 weeks of pay
48 Months or More	4 weeks of pay

7.05 Priority Rehire

Employees who are laid off with satisfactory attendance and work performance and who apply for re-employment to the same position from which they were laid off, will receive priority consideration for re-hire over new applicants for twenty-four (24) months from his/her layoff date.

Section 8 – Conclusion

8.01 CWA further agrees that it will not seek to alter any existing bargaining units in any AT&T company on the basis of any movement or transfer of employees between said companies as a result of this Memorandum. Further, CWA will not, on the basis of this Memorandum or on the basis of any change in operations or practices as a result of this Memorandum, in any pleading, petition, complaint or proceeding before the National Labor Relations Board, an arbitrator or panel of arbitrators, or any court, assert, claim, charge or allege that any companies are a single or joint employer or enterprise, alter egos, accretions or successors of one another, or that any bargaining units of said entities

represented by or sought to be represented by CWA are a single bargaining unit, or are or should be otherwise altered in their scope or composition. This commitment on the part of CWA will survive the expiration of this Memorandum, unless and until such time as this commitment is terminated by the mutual written agreement of the Parties.

8.02 This Memorandum shall be effective upon ratification of the Contract and shall continue until 11:59 p.m. on April 7, 2012.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

Attachment I

MEMORANDUM OF AGREEMENT

REGARDING
FORCE MOVEMENT OF EMPLOYEES

The Communications Workers of America, District 4 ("CWA" or "the Union") and AT&T Teleholdings, Inc. d/b/a AT&T Midwest, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated, The Ohio Bell Telephone Company, Wisconsin Bell, Inc., Michigan Bell Telephone Company, Ameritech Services, Inc. and AT&T Services, Inc. (collectively "the Company") hereby agree to the following terms with respect to the movement of surplus employees and/or employees identified for layoff covered by the 2009 Collective Bargaining Agreement between the CWA and the Company (the "Core Agreement"), the 2008 National Internet Contract between the Communications Workers of America and SBC Internet Services (the "National Internet Contract"), and Appendix G to the Core Agreement which applies to employees of SBC Global Services, Inc. (the "Global Services Agreement") (collectively referred to as "Labor Agreements") into Appendix F job titles under the Core Agreement and the treatment to be afforded to such employees, and employees who voluntarily move into or are newly hired directly into these job titles. In the event of a discrepancy or inconsistency between the terms and conditions in Appendix F and any applicable provisions of the Core Agreement other than Article 16, the terms contained in Appendix F and any associated agreement(s) shall prevail. However, in the event of a discrepancy or inconsistency between the terms and conditions in Appendix F or any associated agreement(s) and Article 16 of the Core Agreement, the terms contained in Article 16 of the Core Agreement shall prevail.

I. TREATMENT OF EMPLOYEES WHO ARE NEWLY HIRED INTO AN APPENDIX F JOB TITLE

Individuals who are newly hired into an Appendix F job title ("new hire") will be eligible to participate in benefit plans as provided in Article 16 of the Core Agreement.

II. TREATMENT OF SURPLUS EMPLOYEES WHO MOVE TO AN APPENDIX F JOB TITLE FROM A JOB TITLE UNDER THE CORE AGREEMENT

The Company, at its discretion, may offer employees identified as surplus under the Core Agreement jobs in Appendix F job titles through the Core Agreement force adjustment/surplus process. Any job offer to a job title within Appendix F will meet the commitment of a guaranteed job offer under the Core Agreement memorandum of agreement regarding Employment Security Commitment. Surplus employees who refuse such offers will be treated under the same terms and conditions as other employees who refuse a job offer under the Core Agreement and the aforementioned memorandum. Surplus employees covered by the Core Agreement who are placed in a job title in Appendix F who meet the eligibility requirements of the Core Agreement's Employment Security Commitment shall continue to be eligible for the Core Agreement's Employment Security Commitment if they are subsequently declared surplus while in the

job title in Appendix F to which they have been placed as surplus. Any job offer from such Appendix F position to a job title within the Core Agreement, which may include lateral, downgrade, or upgrade offers, will meet the commitment of a guaranteed job offer under this provision. In addition a surplus employee covered by the Core Agreement placed into Appendix F may utilize the AT&T Midwest Non-Management Staffing Process to be considered for either lateral or downgrade positions, or former titles for which they are qualified for the term of this Agreement without serving the time in title referenced in section III below. The former surplus employee shall, in order of seniority with other employees similarly situated, be given preference after surplus, but prior to "Lifeline Employees" covered under Article 26.45 of the Core Agreement.

The terms and conditions of Appendix F will apply to surplus employees who accept a position within Appendix F. If a surplus employee accepts a position in Appendix F, and the employee's current weekly rate of pay is above the maximum weekly wage rate for the new title, there will be no change in the employee's rate of pay until the weekly rate of pay in the new job title exceeds the employee's weekly rate of pay at the time of the transfer. If, however, the employee's current weekly pay is at or below the maximum weekly wage rate for the new Appendix F title, the employee will be placed on the lowest step of the new wage schedule that will not result in a wage reduction.

III. TREATMENT OF EMPLOYEES WHO VOLUNTARILY MOVE FROM A JOB TITLE IN APPENDIX F

Regular full-time employees in Appendix F job titles are eligible to transfer to a position under the Core Agreement once they have reached at least thirty (30) months time in title (unless waived by the Company) and have satisfactory attendance and work performance, using the "JOBS" transfer process. All requirements of the "JOBS" transfer process are applicable for such transfers, including, but not limited to, eligibility requirements, in addition to any additional eligibility requirements provided for under this Memorandum.

IV. TREATMENT OF SURPLUS EMPLOYEES COVERED BY THE NATIONAL INTERNET CONTRACT OR GLOBAL SERVICES CONTRACT WHO MOVE TO A JOB TITLE IN APPENDIX F

The Company, at its discretion, may offer employees identified as surplus under the Internet Agreement and/or employees identified for layoff under the Global Services Agreement jobs in Appendix F job titles through the force adjustment/surplus process provided in those Agreements.

The terms and conditions of Appendix F will apply to the Internet or Global Services surplus/layoff employees who accept a position within Appendix F. In addition a surplus/layoff employee covered by the Internet or Global Services Agreement placed into Appendix F may utilize the AT&T Midwest Non-Management Staffing Process to be considered for either lateral or downgrade positions for which they are qualified for the term of this Agreement without serving the time in title referenced in Section III. above. The former surplus/layoff employees shall, in order of seniority with other employees

similarly situated, be given preference after surplus, but prior to "Lifeline Employees" covered under Article 26.45 of the Core Agreement.

Regarding wages, if the employee's current weekly rate of pay is above the maximum weekly wage rate for the new Appendix F title, there will be no change in the employee's rate of pay until the weekly rate of pay in the new job title exceeds the employee's weekly rate of pay. If, however, the employee's current weekly pay is at or below the maximum weekly wage rate for the new Appendix F title, the employee will be placed on the lowest step of the new wage schedule that will not result in a wage reduction.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

Attachment II

MEMORANDUM OF AGREEMENT

REGARDING
ECONOMIC PROTECTION FOLLOWING PLACEMENT INTO APPENDIX F OF SURPLUS CORE EMPLOYEES AND GLOBAL SERVICES EMPLOYEES IDENTIFIED FOR LAYOFF

The Communications Workers of America, District 4 ("CWA" or "the Union") and AT&T Teleholdings, Inc. d/b/a AT&T Midwest, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated, The Ohio Bell Telephone Company, Wisconsin Bell, Inc., Michigan Bell Telephone Company, Ameritech Services, Inc. and AT&T Services, Inc. (collectively "the Company") hereby agree to the following terms with respect to the continued application of specified terms of the 2009 Collective Bargaining Agreement between the CWA and the Company (the "Core Agreement"), and Appendix G to the Core Agreement which applies to employees of SBC Global Services, Inc. (the "Global Services Agreement") (collectively referred to as "Labor Agreements") when surplus employees under the Core Agreement and/or employees identified for layoff under the Global Services Agreement are involuntarily moved into job titles covered by Appendix F:

I. ECONOMIC PROTECTIONS FOR SURPLUS EMPLOYEES FROM THE CORE AGREEMENT

When surplus employees from the Core Agreement are placed into positions in Appendix F as a result of surplus procedures contained in the Core Agreement as applied in accordance with the Memorandum of Agreement Regarding Force Movement of Employees, the following provisions of the Core Agreement shall continue to apply to such employees in lieu of any otherwise applicable provisions of Appendix F while they remain in the position in which they are placed:

A. Overtime and premium pay pursuant to sections 17.08 through 17.14;

B. Personal illness treatment pursuant to section 18.03;

C. Shift and differential treatment pursuant to sections 19.01 through 19.06;

D. Recognized holidays pursuant to sections 21.01 through 21.13;

E. Excused work days pursuant to sections 22.01 through 22.06; and

F. Vacation pursuant to sections 23.01 through 23.15.

II. ECONOMIC PROTECTIONS FOR EMPLOYEES SELECTED TO BE LAID OFF FROM THE GLOBAL SERVICES AGREEMENT

When employees from the Global Services Agreement are placed into positions in Appendix F as a result of transfer procedures contained in the Global Services Agreement as applied in accordance with the Memorandum of Agreement Regarding Force Movement of Employees, the following provisions of the Global Services Agreement shall apply to such employees in lieu of otherwise applicable provisions of Appendix F while they remain in the position in which they are placed:

A. Shift Differential pursuant to Section 10.02

B. Overtime pursuant to Section 11;

C. Recognized Holidays pursuant to Section 17;

D. Vacations pursuant to Section 18;

E. Excused work days pursuant to Section 19;

F. Absences pursuant to Section 20.01.

This Memorandum of Agreement shall remain in effect through the life of the 2009 Core Agreement.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

Attachment III

MEMORANDUM OF AGREEMENT

REGARDING EMPLOYMENT CLASSIFICATIONS BASED UPON ENTRY INTO APPENDIX F

The Communications Workers of America, District 4 ("CWA" or "the Union") and AT&T Teleholdings, Inc. d/b/a AT&T Midwest, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated, The Ohio Bell Telephone Company, Wisconsin Bell, Inc., Michigan Bell Telephone Company, Ameritech Services, Inc. and AT&T Services, Inc. (collectively "the Company") hereby agree to the following terms with respect to the employment classifications of employees upon commencement of positions within Appendix F to the 2009 Collective Bargaining Agreement between the CWA and the Company (the "Core Agreement") which shall depend, for the term of this Memorandum of Agreement ("Memorandum"), upon the circumstances under which such employees enter into Appendix F, as described herein:

1. Surplus employees from the Core Agreement who accept job offers as a result of surplus procedures contained in the Core Agreement, as applied in accordance with the Memorandum of Agreement Regarding Force Movement of Employees ("Movement Memo"), shall be placed into positions in Appendix F as Regular Employees. The Memorandum of Agreement Employment Security Commitment shall apply to all such employees to whom they applied while employees of the Core Agreement while they remain in the position in Appendix F in which they are placed.

2. Employees identified for layoff from Appendix G to the Core Agreement which applies to employees of SBC Global Services, Inc. (the "Global Services Agreement") who are placed into positions in Appendix F as a result of transfer procedures contained in the Global Services Agreement as applied in accordance with the Movement Memo shall be placed in positions classified as Regular Employees.

This Memorandum of Agreement shall remain in effect through the life of the 2009 Core Agreement.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

REGARDING
GUARANTEED WEEKEND OFF

This Memorandum of Agreement covers the understanding reached between the Company and the Union concerning required overtime in the job title of Premises Technician in Appendix F.

The Company agrees that employees will be guaranteed one (1) weekend off per month. This requirement shall not pertain in cases of emergency or when an employee agrees to overtime assignments in excess of this limitation.

This Memorandum of Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement between the parties.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT

SURPLUS OF PREMISES TECHNICIAN

This Memorandum of Agreement ("MOA") covers understandings reached between the Company and the Union regarding the job title Premises Technician when a Surplus is declared.

A Premises Technician scheduled to be laid off in accordance with the provisions of Appendix F, Section 7.03 shall for a minimum of two weeks prior to layoff, be allowed to submit the required form(s) to Staffing in an effort to be matched to available open positions for which they are qualified, in the appropriate order of consideration.

This Memorandum of Agreement will expire at the end of the 2009 Collective Bargaining Agreement between the Parties, unless the Parties mutually agree to extend.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

APPENDIX G

MEMORANDUM OF AGREEMENT

Section 1 – Agreement

This Memorandum of Agreement ("Memorandum") is between SBC Global Services, Inc. ("Company") and District 4 of the Communications Workers of America, AFL-CIO ("Union"). The Company and the Union are referred to as the "Parties."

Section 2 - Recognition

The Company recognizes the Union as the exclusive representative of those Company employees, in Michigan, Ohio, Wisconsin and Indiana, excluding Lake County, whose occupations are currently represented by the Union and whose job titles are included in Attachment 6.

Section 3 – Applicable Core Articles

3.01 This Memorandum contains the entire agreement between the Company and the Union with respect to all positions referenced in Section 2 herein, except that Articles 3, 4, 5, 6, 7, 8, 9, 11, 12, 14, 15, 16, 20, 24, 28, 29, Memorandum of Agreement regarding Uniform Services Leave of Absence – Executive Order for Operation Enduring Freedom / Operation Iraqi Freedom and Success Sharing Plan of the 2009 Core Collective Bargaining Agreement between the Company and the Union ("Contract"), and only those provisions, will also apply to positions covered by this Memorandum.

3.02 Where conflicts may exist or arise between provisions of this Memorandum and those of the above-referenced provisions of the Contract, the provisions of this Memorandum will prevail.

Section 4 – Time Off for Union Business

4.01 Treatment of Time Off

A. Authorized Union representatives, who are Company employees, shall be compensated so that they do not lose pay for time spent in grievance meetings with the Company.

B. Joint meetings for purposes other than the processing of grievances may be held between authorized representatives of the parties at any reasonable time upon mutual agreement. Time spent by Union representatives in such meetings will not be paid for by the Company unless the appropriate representative of the Company agrees, in advance, to such payment.

C. No employee shall engage in any Union activity during working hours except when in collective bargaining with the Company or otherwise meeting with the Company in joint conferences or when handling grievances.

D. Authorized representatives of the Union shall be excused without pay or shall be granted leaves of absence without pay, for the purpose of handling Union business, provided service requirements permit, up to a maximum of ninety (90) working days during any calendar year.

E. Authorized representatives of the Union will notify the Company at least forty-eight (48) hours in advance when non-compensated time is required for Union business during working hours.

F. Excused time off for Union business on either the scheduled work day immediately preceding and/or the scheduled work day immediately following any Recognized Holiday shall be considered as time worked for the purposes of Section 17.03 of this Memorandum.

G. Such paid excused time above shall be considered as time worked for the purpose of computing overtime pay.

4.02 Requests for Time Off

A. Requests for excused time off for Union business for one (1) employee for one (1) day or a lesser period within a work week may be verbally requested by the Union of the employee's immediate supervisor. Such requests will not be unjustly denied.

B. Requests for excused time off for Union business for more than one (1) employee and/or for an employee or employees for more than one (1) day must be made in writing by the Union to the Executive Director of Labor Relations or designee at least one (1) week in advance. The Company shall not unjustly deny requests so received.

C. No more than two (2) employees or five percent (5%), whichever is greater, of the bargaining unit will be allowed to be off for Union business at any one time.

4.03 Return from Time Off

A. A Union representative, upon return from excused time off or a leave of absence for Union business, shall be re-engaged at work generally similar to that in which he was engaged last prior to the absence.

B. No physical or occupational examination shall be required as a prerequisite of re-employment except where an obvious physical or mental condition exists which requires medical advice regarding job placement or fitness for work. Any such case not satisfactorily adjusted with the Company through the Grievance Procedure may be submitted to Arbitration.

C. A representative of the Union who returns to the job at the expiration of a leave of absence granted in accordance with the terms of this Section will have the period of such leave counted in determining his seniority, and will accrue, during such period of leave, any rights and/or benefits associated with or determined by seniority.

D. A representative of the Union who returns to duty in accordance with the terms of this Section, shall be placed on the payroll at the wage rate received when such leave of absence was granted, adjusted for any change in the wage schedule which took place during the period of absence.

4.04 Up to four (4) authorized representatives of the Union, who are Company employees and in the bargaining unit, will be compensated so that they do not lose pay during collective bargaining with the Company. Any such time spent will be considered as excused time off under this Section.

Section 5 – Management Rights

The Company hereby reserves all prerogatives and rights regarding the management of its business and the direction of its work force including the right to establish reasonable rules and regulations, except where those rights are specifically limited by the actual terms of this Memorandum.

The Union reserves the right to discuss any rules that they may consider unreasonable.

Section 6 – Work Done By Management

Management employees will normally perform management duties. Outside of their normal hours of duty, they will not perform work other than normally performed by them during their regular working hours. Nothing herein is intended, however, to prevent management employees from receiving or giving training, meeting emergency situations, or engaging in any other activity that contributes to the operation of the business. The instances mentioned above shall not be used to deprive a bargaining unit member normal work.

Section 7 – Contracting Out of Work

The Company agrees that it will not contract out to any other person, company, firm or corporation, any work covered by Section 2 of this Memorandum, if such contracting out will result in layoff of Company employees or reduction of normal straight-time working hours in the working schedule under this Memorandum, or where employees capable of doing the work are on layoff from the Company and who have recall rights and are readily available.

Section 8 – Promotions

8.01 As bargaining unit job openings occur within the Company, they shall be posted for seven (7) calendar days on the SBC Global Services, Inc. Job Opportunity Broadcast System (JOBS) or other mutually agreed upon means. Employees shall be able to apply for an opening within the posting period.

8.02 A current employee who has made an application for advancement to a higher job title shall be given preference for the opening over new hires when ability, training, experience and capability are equal.

8.03 In making promotions, where ability, capability and work performance of the employees being considered are equal, the employee with the most seniority shall be given full consideration. In filling such vacancies, an employee's overall record on his present job, as well as training and experience for the proposed job, shall also be considered.

8.04 An employee who is promoted to a higher job title shall be placed on the nearest wage schedule step of the new title that results in a higher rate of pay. If the increase is less than ten (10) dollars per week, the promoted employee shall be given one (1) additional step increase.

8.05 An employee may refuse a promotion without affecting his status for a future promotion.

Section 9 – Wage Progression Treatment

9.01 An employee shall progress to the maximum rate for his job title in accordance with the wage tables Attachment 1 hereto.

9.02 Each bargaining unit employee who is below the maximum rate of pay for his/her respective job title shall progress to the next higher step in the wage schedule at six (6) month intervals until reaching the maximum rate of pay for the job title held by each respective employee.

Section 10 – Hours

10.01 The regular work week shall normally consist of five (5) days, eight (8) hours per day, beginning at 12:00 a.m. Sunday and ending at 11:59 p.m. Saturday.

10.02 Any regularly scheduled tour or shift which begins before 6:00 a.m. or ends after 6:59 p.m. shall be compensated at $1.75 per hour above the employee's regularly hourly rate. This rate does not apply to the on-call person or to employees working overtime hours before 6:00 a.m. or after 6:59 p.m. on a given day.

10.03 The Company shall specify the starting and quitting time for all operations. The employees shall be notified as far in advance as possible of any changes in the regular starting and quitting time.

Section 11– Overtime

11.01 Employees may be required to work overtime and during non-scheduled periods when necessitated by the needs of the business. Management shall authorize all overtime before it is worked. When an employee is required to work overtime, he will be given notice as soon as possible by the supervisor, or designee. Management may excuse employees with reasonable cause from the overtime requirement.

A. For calculating overtime, the work week shall run from Monday through Saturday, inclusive.

B. Employees shall be compensated for time worked in excess of eight (8) hours in a work day at a rate of one and one-half (1 ½) times the regular hourly rate of pay. For the purpose of this subsection, work day shall mean a twenty-four (24) hour period beginning at 00:01 and ending at 24:00. When continuous overtime hours worked extends from one day to the next, such continuous time worked after midnight shall also be paid at the appropriate overtime rate.

C. Employees will be compensated for time worked in excess of forty (40) hours in a work week at a rate of one and one-half (1 ½) times the regular hourly rate of pay.

D. Employees will be compensated for all hours worked on a Sunday at a rate of two (2) times the regular hourly rate of pay.

E. Employees shall be compensated for actual time worked in excess of fifty (50) hours in a work week at the rate of two (2) times the regular hourly rate of pay.

F. Employees will be compensated at a rate of one and one-half (1 ½) times the regular hourly rate of pay for all hours worked on Recognized Holiday, plus eight (8) hours holiday pay, as provided in Section 17 of this Memorandum. The time worked in excess of eight (8) hours on a Recognized Holiday shall be paid at a rate of two and one-half times (2 ½) the regular hourly rate of pay.

G. No combination of overtime, premium and/or any other payments for time worked and/or any payments for time not worked, may produce an effective rate of pay greater than two and one-half (2 ½) times an employee's regular hourly rate of pay.

11.02 Whenever possible, the employees working on a job will be the first employees to be assigned to any overtime needed on that job. The Company will attempt to spread pre-planned overtime as equally as possible. Exceptions may be necessary due to specific accounts or customer demands.

Section 12– On Call/Call-Up

12.01 Management shall solicit volunteers to be part of the semi-annual on-call pool. Management will assign said qualified volunteers to the on-call schedule. The assignment shall be rotated weekly. If, at the discretion of the Company, there is an insufficient number of volunteers, the Company may assign qualified employees to on-call duty by inverse order of seniority. The employee must be available to report for duty as required by the Company at any time from 08:00 a.m. Monday through 07:59 a.m. Monday of the following week.

12.02

A. An employee assigned to the on-call duty shall be compensated for each week so worked at the rate of One Hundred and Twenty-five Dollars ($125) per week.

B. If an emergency prevents the employee from fulfilling his on-call responsibilities, the employee must immediately inform his supervisor. Compensation will be adjusted for the time the employee was unable to be on-call.

C. On-call employees actually called out to work, shall be paid at the appropriate rate for all time worked, including travel time.

D. In any case where an employee is authorized to use his own vehicle for on-call assignment, he shall be compensated for all reasonable mileage traveled in connection with the assignment at the approved IRS rate.

12.03 Employees who are not on the on-call assignment but who are called in for duty by their supervisor, or designee, shall be paid for all time actually worked, including reasonable travel time, for each call out. The minimum payment for such assignment shall be an amount equal to three (3) hours at the straight time rate.

12.04 When a telephone call is made by or approved by a supervisor or an authorized technician to an employee during periods the employee is not on work time, the employee shall be compensated for the work time associated with the telephone call, including the telephone call itself, if the call meets all of the following criteria:

A. The call is made outside of the employee's normal work hours (before or after a scheduled tour, on a non-scheduled day, or on a Recognized Holiday);

B. The employee uses his job knowledge and skill; and

C. The call was not necessitated by error or omission by the employee.

12.05 An employee who meets the criteria set forth above shall be compensated as follows:

A. Call-up work of one-quarter (1/4) hour or less in duration shall be compensated for one-half (1/2) hour paid at the appropriate wage rate.

B. Call-up work of more than one-quarter (1/4) hour shall be compensated for one (1) hour paid at the appropriate wage rate for each hour or fraction thereof of call-up work.

C. When more than a single call is involved, the compensation for each call shall be as described above, however, the total compensation for all of the calls shall not be greater than that to which the employee would have been entitled to had the employee been continuously performing call-up work for the combined duration of the work associated with all of the calls.

Section 13 – Temporary Work Location

13.01 A temporary work location is a work or training assignment that is more than fifty (50) road miles from an employee's regular work location or residence (which ever is less). A regular work location is any work location designated by the Company at which an employee normally works.

The Company may assign any employee to start and/or end his work day at a location other than his regular work location. The employee will be given, when possible, at least seven (7) days notice for training assignments.

13.02 The Company shall pay reasonable travel time and mileage or common carrier expense to and from a temporary work location. The supervisor will authorize overnight lodging at the temporary work location and transportation to and from the temporary work location, when appropriate. The Company shall pay for the employee's lodging and reimburse an employee for expenses in connection with a temporary assignment as follows:

A. When overnight lodging is required, the Company shall reimburse the employee for meal expenses incurred by paying a Daily Meal Allowance of thirty-seven dollars ($37.00), or a flat allowance of seven dollars ($7.00) for breakfast, seven dollars ($7.00) for lunch, and twenty-three ($23.00) for dinner. Such payments shall only be made when said meals are not included in the price of the arranged board and lodging or otherwise provided .

B. When the supervisor authorizes overnight lodging for the temporary work assignment, the authorized lodging and common carrier expenses shall be paid by the Company.

C. The employee may elect to take a Forty Dollar ($40) per diem instead of Company paid lodging and meal allowance.

D. A telephone call home each day, not to exceed fifteen (15) minutes, shall be included as part of the employee's authorized expense. The Company recognizes that due to extenuating circumstances, there may be times where a fifteen (15) minute telephone call may not be sufficient, (i.e. family emergencies). These situations will be treated on a case-by-case basis and may be approved by the employee's supervisor.

E. If the Company authorizes travel via public transportation, the employee shall be paid an allowance of Nineteen Dollars ($19) for each day on such assignment. This transportation allowance shall not be made in cases where the Company has provided a rental car.

13.03 When an employee is on a temporary work or training assignment for more than two weeks, the Company shall pay reasonable travel time and mileage or authorized common carrier fare for a week-end trip home for each two-week period. Week-end trips will normally be made on Friday, following the training or work assignment. The employee must return to the temporary work or training assignment by the start of the next scheduled day of training or work.

Section 14– Meals and Relief Periods

14.01 A full work day shall include a paid 15-minute relief period in the first half of the scheduled shift, a paid 15-minute relief period in the second half of the scheduled shift. Relief periods may not be taken any sooner than one (1) hour after the start of the work day or any later than one (1) hour before the end of the work day. If the employee is working on a job site and facilities are on the premises, the two (2) paid fifteen (15) minute relief periods must be taken on the job site.

14.02 An unpaid thirty to sixty (30 - 60) minute lunch period, as approved by the Company, shall normally be taken between 11:30 a. m. and 1:30 p. m.

Section 15 –Personal Vehicles

Employees shall maintain automobile insurance coverage against normal risks and in such amounts as may be required to operate a motor vehicle. The Company may request a copy of the employee's insurance policy and/or certificate of insurance. Employees shall take all reasonable measures to insure the safekeeping of the Company equipment and material.

Section 16 – Company Vehicles

16.01 The Company may, at its sole discretion, provide an employee with a vehicle. When a Company provided vehicle is made available, the following provisions shall apply:

A. The use of the vehicle is restricted to Company business. There shall be no personal use of any Company provided motor vehicle.

B. Operating and maintenance costs shall be at the Company's expense, and will either be reimbursed upon presentation of proper receipts for such services or payment for such services will be made by other approved payment methods such as direct bill or use of a Company issued payment card.

C. The employee shall make arrangement for the maintenance of the Company provided vehicle at a service garage approved by the Company. The employee shall also be responsible for ensuring that the vehicle is in proper and safe operating condition and maintained in accordance with the requirements contained in the owner's manual.

D. When a Company provided vehicle is to be stored at the employee's place of residence, the employee shall provide a secure and legal place for storage of said vehicle.

16.02 In the event that the Company makes the decision that a Company provided vehicle is no longer required or moves the employee to another job assignment, the Company shall notify the affected employee at least thirty (30) calendar days in advance of removing such vehicle. In situations where the employee voluntarily moves to an assignment that does not require a Company provided vehicle, the vehicle will be returned for other Company use effective with the change of job responsibilities for the employee.

Section 17– Recognized Holidays

17.01 During the term of this Memorandum, the following days will be observed as Recognized Holidays:

New Year's Day
Martin Luther King Jr.'s Birthday*
Good Friday*
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday immediately following Thanksgiving Day
Christmas Eve Day
Christmas Day
Floating Holiday

* An eligible employee must select one of these days as a fixed Recognized Holiday.

If a holiday falls on the weekend, the Company will designate the Friday preceding the recognized holiday or the succeeding Monday to be observed as the holiday, or, designate the holiday as a floating holiday in advance. If so designated, the floating holiday will be taken on the day of the employee's choice any day after the holiday. December floating holidays may be carried over to the next calendar year.

A holiday is the period from midnight to midnight on the day observed as the holiday.

17.02 Employees who are regularly dedicated to a customer site, and such customer requests observance of its holiday schedule, shall instead observe the same holidays as the customer observes. Provided, however, that if the customer observes a lesser number of holidays, the employee will then be eligible for the Company Recognized Holidays not observed by the customer. If the customer observes more holidays than the Company, the Company will determine which holidays will be observed by the employee. In no case will an employee be eligible for more than or less than ten (10) paid holidays in a calendar year.

17.03 Employees will be compensated with eight (8) hours pay for observance of the holidays identified in Section 17.01 or 17.02 above as long as they work on the scheduled work days preceding and succeeding the holiday or are excused by the Company from working on those days.

Employees who work on the above holidays shall be compensated as specified in Section 11 of this Memorandum.

Section 18 – Vacations

18.01 Employees shall be granted annual vacation with pay based on seniority, as defined in Article 14 of the Contract, as follows:

A. One (1) week vacation after the completion of six months of service. If completion of six months of service falls on or after November 1, such vacation may be carried into the following year, provided it is completed no later than the last full calendar week of May and prior to granting of any of the current year's vacation.

B. Two (2) weeks vacation during each vacation year in which the first to sixth year anniversary date falls. If an employee completes six months of service and the first service anniversary falls within the same year, only two weeks of vacation shall be granted. The first week may be granted anytime after the completion of six months of service, and the second week granted after the completion of twelve months of service.

C. Three (3) weeks vacation during each vacation year in which the seventh to fourteenth year service anniversary falls.

D. Four (4) weeks of vacation during each vacation year in which the fifteenth to twenty-fourth service anniversaries fall.

E. Five (5) weeks of vacation during each vacation year in which the twenty-fifth and subsequent service anniversaries fall.

F. The vacation year shall be from December 31st through December 30th of the following year.

18.02 The selection of vacation dates shall be made on the basis of seniority. The number of employees in any group who are permitted to be on vacation at the same time shall be governed by the needs of the business and the needs of the employee shall be considered.

In the event an employee selects a vacation week which begins during the last week of December of the vacation year, any portion of such vacation week which falls in the next vacation year shall be treated as though it occurred in the vacation year in which the week began for purposes of vacation scheduling.

Employees who are eligible for a vacation in any calendar year may schedule in the following calendar year a part of the vacation for which they are eligible in the current calendar year, provided any vacation "carried over" from one calendar year into the next must be scheduled and taken no later than the last full calendar week of May of the following year. In no case shall an eligible employee schedule less than one (1) week of vacation in any calendar year nor schedule more than two (2) weeks as carry over vacation into the succeeding year.

18.03 Vacation pay shall be based on the employee's basic weekly wage rate in effect at the time of vacation, including any wage increase which normally would be made effective during the vacation period. Vacation time shall be considered as time worked in the calculation of overtime.

18.04 When a Recognized Holiday, as defined in Section 17 of this Memorandum, falls within an employee's paid vacation period, the employee shall be granted a day off with pay in lieu of the holiday. Such day off may be scheduled by the employee, with Company approval within the same calendar year of the holiday and shall not necessarily be continuous with any vacation period.

18.05 When an absence due to sickness or disability begins during an employee's scheduled vacation and the employee notifies the Company within the calendar week in which the sickness or disability begins, such week shall be treated as vacation and any subsequent consecutive weeks of scheduled vacation shall be treated as sickness or disability, as appropriate.

18.06 When an absence due to sickness or disability begins prior to an employee's scheduled vacation and continues into such scheduled vacation period, the time off shall

be treated as sickness or disability, as appropriate. When the employee's sickness or disability is terminated and he returns to work, the employee shall reschedule his vacation from remaining time available in the current vacation year. If such employee does not return to work in the same vacation year, his vacation shall be deferred until his return to work in the subsequent vacation year. Any deferred vacation should be selected by the employee within one (1) week after his return to work and taken as soon as practicable.

18.07 An employee who leaves the service of the Company shall receive payment in lieu of any unused portion of the vacation for which he is eligible.

Section 19 – Excused Work Days

19.01 Each employee who has at least twelve (12) months of seniority on January 1 of each calendar year shall be eligible for four (4) paid Excused Work Days and one (1) non-paid Excused Work Day. Employees who do not have twelve (12) months of service on January 1 of a calendar year shall be eligible for two (2) paid Excused Work Days to be taken after they have attained twelve (12) months of service.

Employees shall be paid for the Excused Work Days as if for a normal or standard eight (8) hour day worked.

Subject to the needs of the business and force requirements of the assigned work group, time off not scheduled during the vacation scheduling process may be selected by an employee on the basis of the earliest request to the employee's manager.

Not more than one (1) Excused Work Day may be taken in two (2) hour increments however it cannot be pre-scheduled as part of the vacation selection process. The incremental use of the Excused Work Day will be granted on a first come, first serve basis, based on the needs of the business.

All Excused Work Days will be considered as time worked for purposes of overtime compensation.

Employees who resign or are discharged will not be paid for unused Excused Work Days.

Excused Work Days must be used during the current calendar year and cannot be "carried over" to the following year.

19.02 If an employee agrees to work on a day he has requested as an Excused Work Day and the Company determines that the day cannot be rescheduled, the employee shall be paid for all time worked at his basic hourly wage rate in addition to regular pay for the Excused Work Day.

19.03 One (1) paid Excused Work Day in each calendar year may be designated by the Company. When the Company designates one (1) Excused Work Day, it shall inform the employees of such designation no later than January 31st of the current year. Employees

who are not eligible for a paid Excused Work Day shall be shown as excused not paid for such designated day.

Section 20 – Absences

20.01 Employees who are not probationary may be paid up to five (5) work days during an absence due to illness. Payments for absence due to such illness shall be as follows:

YEARS OF SERVICE	PAYMENT STARTS
5 AND OVER	1ST FULL WORK DAY OF ABSENCE
2 BUT LESS THAN 5	2ND FULL WORK DAY OF ABSENCE
1 BUT LESS THAN 2	3RD FULL WORK DAY OF ABSENCE
LESS THAN 1	NOT APPLICABLE

The first regularly scheduled work day (excluding a sixth day) on which an employee does not report for duty because of illness shall be considered as the first day of absence for disability and pay purposes. All such time is considered as "unexcused" time off from work. Time so paid will not be counted in the calculation of overtime.

20.02 In the event of a death in the immediate family of an employee, who is not considered probationary, he shall be granted time off with pay for his regularly scheduled shifts (excluding a sixth shift) beginning with the day of death through the day of the funeral, up to a maximum of three (3) scheduled work days (including travel time) can be taken to make arrangements for the funeral and attend the same. If the funeral is held more than two hundred (200) miles away from the employee's normal work location, such time shall not exceed four (4) work days.

Immediate family is defined as spouse, child, step-child, parent, step-parent, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, Registered Domestic Partner or any relative living in the same house with the employee.

Paid time off for the above reason shall be considered "excused" time off and shall be counted as time worked for overtime calculations.

20.03 An employee who is not considered as probationary and who is required to appear in court for jury service on any day on which he has a regularly scheduled shift shall be excused from work with pay for such day so served. Employees are required to report to their work assignments if they are excused from jury duty at a time that will permit returning to work part or all of their scheduled work time.

Employees must present to their supervisor their jury summons for payment authorization. Jury duty will be considered "excused" time off from work and shall count as time worked for the calculation of overtime.

Section 21 - Severe Weather

21.01 During periods of severe weather, employees will be required to be available for such work as may be necessary to meet the needs of the business. Employees who do not report for work or who arrive late for work, due to severe weather, shall not be paid for the time not worked. However, if work is available, tardy employees will be allowed to make up tardy time during the same calendar week and paid at the straight time rate. If working conditions permit, the supervisor may allow employees to take the day as a day of vacation, paid Excused Work Day, unpaid Excused Work Day, or unpaid excused absence.

21.02 During periods of severe weather, the Company may, at its sole discretion, release some but not necessarily all of its employees on an early release basis. Employees who are released early will be paid for the balance of their scheduled work day on a straight time basis. Such time shall not be used in the overtime calculation.

Section 22– Workforce Adjustment Procedures

22.01 When layoffs are necessary due to lack of work in a given service area (Attachment 2), the Company agrees to notify the Union as soon as practicable prior to the effective date of the layoff.

22.02 In the event of a layoff, the Company shall bargain with the Union with respect to the method to be employed for the purposed layoff. If an agreement cannot be reached within fourteen (14) calendar days of the date of notification, the Company shall layoff employees by service area and job title in the inverse order of seniority and in accordance with the following:

> The Company shall layoff Term Employees. If additional layoffs are necessary, the Company shall layoff part-time employees. If additional layoffs are necessary, the Company shall layoff full-time employees.
>
> An employee with less than five (5) years of seniority designated for layoff in a service area and job title shall be laid off in the inverse order of seniority.
>
> An employee with five (5) or more years of seniority designated for layoff may avoid such layoff by assuming the job of the least senior employee with the same job title covered by this Memorandum. That employee would then be laid off.

The Company reserves the right to retain employees who possess the essential skill or knowledge necessary to perform the work available. The Company has the right to retain a maximum of 10% of the force to be laid off. Any fraction in computing the formula will be rounded to the next higher whole number. A minimum of one (1) employee may be

retained for special skills, if less than 10% of the force. There may be situations that this process will not provide for a sufficient number of employees to perform the work available. In such cases, the Company shall discuss the situation with the Union in an attempt to retain a sufficient number of employees.

The Company shall attempt to notify employees who are subject to layoff at least forty-five (45) calendar days prior to the effective date of layoff. If an employee is laid off with less than forty-five (45) calendar days notice, the employee shall be provided with eight (8) hours of pay, at the regular hourly rate of pay, for each regular work day the employee was laid off short of such notice.

22.03 In the event that the application of seniority with respect to layoffs, as set forth above, would require an employee to be laid off and workload requirements necessitate his replacement, such employee shall not be laid off unless a replacement is obtained from within the service area. An employee who is not subject to layoff in accordance with the foregoing, but who is surplus in either a job title or service area and has the least seniority therein shall accept any transfer or reassignment offered by the Company with relocation pay as provided in Section 23 of this Memorandum, or shall be laid off. The Company shall not be obligated to offer more than one reassignment to an employee. Such employee shall receive the wage rate provided for the employee's wage schedule service by the wage progression schedule for the new assignment.

22.04 In rehiring laid off employees, the Company shall offer re-employment to regular full-time laid-off employees having the most seniority, as defined in Article 14 of the Contract, who at the time of layoff were the same job title as required for the vacancy; provided that the period of layoff of such former employee does not exceed one (1) year. Such rehiring shall be subject to the following conditions:

A. Such former employee must keep the Company informed of the address at which he can be reached. Any offer of such re-employment shall be made by registered, return receipt requested mail addressed to the last address so furnished by the former employee. When an offer of employment has been so made, the former employee shall indicate his acceptance within a period not to exceed five (5) work days and shall report for duty within five (5) work days from the day when such re-employment is accepted.

If such former employee is re-engaged and is assigned to essentially the same type of work as that at the time he was laid off, he shall be paid at the rate then in effect for that assignment and for the period of service which was credited to him for wage purposes at the time of layoff.

Section 23 – Relocation

23.01 An employee transferring at the Company's request to a new location, fifty-five (55) road miles further from his residence than was the old location, may elect to relocate

his principal residence to the new location and shall be eligible for the following move treatment:

$4,500 to an employee who owns his principal residence;
$3,500 to an employee who rents his principal residence.

23.02 The above payments will be grossed up for taxes and are contingent upon the employee moving his principal residence within one year from the effective date of the change to the new work location and the employee remaining on the payroll for the same period of time. If the employee does not report for work, the payment shall be reimbursed to the Company or the Company may withhold the amount of the payment from any monies otherwise due to the employee.

23.03 In addition to the above payments, the employee shall be excused with no loss of basic pay for a maximum of three (3) scheduled days to perform tasks associated with relocation.

Section 24 – Service Leader

24.01 The Company may, as it determines necessary, appoint a qualified non-management employee who volunteers to act as a Service Leader. The Service Leader will have the responsibility for directing the efforts of the work group while at the same time performing his normal duties. When an employee is appointed by the Company to perform the duties of a Service Leader for one or more days in a week, he shall be paid a Service Leader differential of Sixteen Dollars ($16) for each day so worked.

24.02 An employee acting as a Service Leader shall not take or recommend disciplinary action against another employee.

Section 25 – Tools

The Company shall supply employees with the tools necessary to perform their job duties. Employees shall take appropriate steps to care for and secure tools and equipment issued to them by the Company. The Company on an exchange basis will replace worn or broken tools.

Section 26 – Training

Both the Company and the Union recognize the benefit of offering product and technical training to employees. The Company shall, at its sole discretion, offer such training to its regular employees, at Company expense. The Company shall give due consideration to the employee's ability, job performance, request for training, seniority and skills, in addition to the needs of the business, and training availability, when selecting employees for training.

Section 27 – Career & Personal Development

27.01 Employees may become eligible for the Company's educational assistance in accordance with certain provisions of the Career & Personal Development Plan (CPDP).

The CPDP shall include the following:

- Assessment of employee's aptitude/skills through a counseling process;
- aid to employees returning to school (including where to focus formal education and how to develop a support network at the school);
- assist in sharpening training skills, studying and testing; and
- assessment of prior formal and informal education for college credit.

Each employee eligible for and participating in CPDP will be eligible for any or all portions of the Plan, provided a CPDP counselor finds such portions of the Plan appropriate for the employee.

27.02 Those employees eligible for CPDP must be:

- Classified as full-time employee, excluding full-time employees classified as Term;
- on the active payroll;
- in possession of at least one (1) year net credited service; and
- not concurrently enrolled in any Company-sponsored tuition reimbursement program.

27.03 Eligibility to remain in the Program will be forfeited by those who on two (2) occasions fail a course during their participation in CPDP and/or fail to complete a course while participating in CPDP. Disability or business reasons may be grounds to waive such ineligibility at the Company's discretion. Employees dropped from the Program may be reinstated to the Program after waiting for at least one (1) academic year.

27.04 Enrollment by employees in CPDP will be voluntary and time spent by employees in the Program will be outside of scheduled working hours and not paid or considered as time worked for any purpose.

27.05 Employees eligible for CPDP may receive counseling, testing and Company pre-paid tuition assistance.

27.06 Selected educational institutions will be utilized to deliver services, courses and programs. The Company reserves the right to approve institutions, services, courses and programs.

27.07 Employees participating in CPDP will be reimbursed for fifty percent (50%) of textbook costs annually upon successful completion of approved courses and programs.

Participants will also be reimbursed for one hundred percent (100%) of fees up to a maximum of two hundred fifty dollars ($250) annually upon successful completion of approved courses and programs.

27.08 The amounts of any refunds, charges for negligence, and outside assistance (grants, remissions, scholarships, veteran's assistance, etc.) shall be deducted from the Program payments.

27.09 In no event will the cost to the Company for each employee's direct CPDP expenses (i.e. tuition, books, fees, workshops, counseling) exceed three thousand five hundred dollars ($3,500) annually. Employees participating in the Program at the time this cost figure is reached will be able to complete the course in which they are currently enrolled.

27.10 The Company will make payments for any courses, testing and/or counseling that begins before the expiration of this Agreement.

Section 28 – Conclusion

28.01 CWA will not, on the basis of this Memorandum or on the basis of any change in operations or practices as a result of this Memorandum, in any pleading, petition, complaint or proceeding before the National Labor Relations Board, an arbitrator or panel of arbitrators, or any court, assert, claim, charge or allege that any companies are a single or joint employer or enterprise, alter egos, accretions or successors of one another, or that any bargaining units of said entities represented by or sought to be represented by CWA are a single bargaining unit, or are or should be otherwise altered in their scope or composition. This commitment on the part of CWA will survive the expiration of this Memorandum, unless and until such time as this commitment is terminated by the mutual written agreement of the Parties.

28.02 This Memorandum shall be effective upon ratification of the Contract and shall continue until the expiration of the Contract.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

INDIANA

SYSTEMS TECHNICIAN

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 688.61	$ 688.61	$ 688.61
STEP 1	$ 726.84	$ 729.00	$ 730.98
STEP 2	$ 767.20	$ 771.75	$ 775.95
STEP 3	$ 809.80	$ 817.01	$ 823.69
STEP 4	$ 854.77	$ 864.93	$ 874.37
STEP 5	$ 902.23	$ 915.66	$ 928.16
STEP 6	$ 952.32	$ 969.36	$ 985.27
STEP 7	$ 1,005.20	$ 1,026.21	$ 1,045.89
STEP 8	$ 1,061.01	$ 1,086.40	$ 1,110.23
STEP 9	$ 1,119.93	$ 1,150.12	$ 1,178.54
STEP10	$ 1,182.11	$ 1,217.57	$ 1,251.05

PENSION BAND: 720

COMMUNICATION TECHNICIAN

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 568.30	$ 568.30	$ 568.30
STEP 1	$ 599.85	$ 601.63	$ 603.26
STEP 2	$ 633.16	$ 636.92	$ 640.38
STEP 3	$ 668.32	$ 674.27	$ 679.78
STEP 4	$ 705.42	$ 713.81	$ 721.60
STEP 5	$ 744.59	$ 755.68	$ 766.00
STEP 6	$ 785.93	$ 800.00	$ 813.13
STEP 7	$ 829.57	$ 846.92	$ 863.15
STEP 8	$ 875.63	$ 896.59	$ 916.26
STEP 9	$ 924.25	$ 949.17	$ 972.63
STEP10	$ 975.57	$ 1,004.84	$ 1,032.47

PENSION BAND: 713

REPAIR DISPATCH CLERK

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 474.38	$ 474.38	$ 474.38
STEP 1	$ 500.72	$ 502.20	$ 503.57
STEP 2	$ 528.52	$ 531.66	$ 534.55
STEP 3	$ 557.87	$ 562.84	$ 567.44
STEP 4	$ 588.85	$ 595.85	$ 602.35
STEP 5	$ 621.54	$ 630.80	$ 639.41
STEP 6	$ 656.06	$ 667.79	$ 678.75
STEP 7	$ 692.48	$ 706.96	$ 720.52
STEP 8	$ 730.93	$ 748.42	$ 764.85
STEP 9	$ 771.52	$ 792.32	$ 811.91
STEP10	$ 814.36	$ 838.79	$ 861.86

PENSION BAND: 708

INDIANA

WAREHOUSE OPERATOR
AREA SERVICE ASSISTANT

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 459.87	$ 459.87	$ 459.87
STEP 1	$ 485.40	$ 486.84	$ 488.16
STEP 2	$ 512.35	$ 515.39	$ 518.20
STEP 3	$ 540.80	$ 545.62	$ 550.08
STEP 4	$ 570.83	$ 577.62	$ 583.92
STEP 5	$ 602.52	$ 611.49	$ 619.84
STEP 6	$ 635.98	$ 647.36	$ 657.98
STEP 7	$ 671.29	$ 685.32	$ 698.46
STEP 8	$ 708.56	$ 725.52	$ 741.43
STEP 9	$ 747.90	$ 768.06	$ 787.05
STEP10	$ 789.43	$ 813.11	$ 835.47

PENSION BAND: 708

ASSOCIATE TECHNICIAN

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 445.34	$ 445.34	$ 445.34
STEP 1	$ 470.07	$ 471.46	$ 472.74
STEP 2	$ 496.17	$ 499.11	$ 501.83
STEP 3	$ 523.72	$ 528.39	$ 532.70
STEP 4	$ 552.80	$ 559.38	$ 565.48
STEP 5	$ 583.50	$ 592.18	$ 600.27
STEP 6	$ 615.89	$ 626.92	$ 637.20
STEP 7	$ 650.09	$ 663.69	$ 676.41
STEP 8	$ 686.19	$ 702.61	$ 718.03
STEP 9	$ 724.29	$ 743.82	$ 762.20
STEP10	$ 764.51	$ 787.45	$ 809.10

PENSION BAND: 707

TECHNICAL CLERK

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 431.34	$ 431.34	$ 431.34
STEP 1	$ 455.29	$ 456.64	$ 457.88
STEP 2	$ 480.57	$ 483.42	$ 486.05
STEP 3	$ 507.25	$ 511.77	$ 515.95
STEP 4	$ 535.42	$ 541.78	$ 547.69
STEP 5	$ 565.15	$ 573.56	$ 581.39
STEP 6	$ 596.53	$ 607.20	$ 617.16
STEP 7	$ 629.65	$ 642.81	$ 655.13
STEP 8	$ 664.61	$ 680.51	$ 695.44
STEP 9	$ 701.51	$ 720.42	$ 738.22
STEP10	$ 740.46	$ 762.67	$ 783.64

PENSION BAND: 706

MICHIGAN

FIELD SERVICE SUPPORT ENGINEER

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 709.50	$ 709.50	$ 709.50
STEP 1	$ 748.90	$ 751.11	$ 753.15
STEP 2	$ 790.48	$ 795.17	$ 799.49
STEP 3	$ 834.37	$ 841.80	$ 848.68
STEP 4	$ 880.70	$ 891.17	$ 900.90
STEP 5	$ 929.60	$ 943.44	$ 956.33
STEP 6	$ 981.22	$ 998.77	$ 1,015.17
STEP 7	$ 1,035.70	$ 1,057.35	$ 1,077.62
STEP 8	$ 1,093.21	$ 1,119.37	$ 1,143.93
STEP 9	$ 1,153.91	$ 1,185.02	$ 1,214.31
STEP10	$ 1,217.98	$ 1,254.52	$ 1,289.02

PENSION BAND 721

SYSTEMS TECHNICIAN

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 688.61	$ 688.61	$ 688.61
STEP 1	$ 726.84	$ 729.00	$ 730.98
STEP 2	$ 767.20	$ 771.75	$ 775.95
STEP 3	$ 809.80	$ 817.01	$ 823.69
STEP 4	$ 854.77	$ 864.93	$ 874.37
STEP 5	$ 902.23	$ 915.66	$ 928.16
STEP 6	$ 952.32	$ 969.36	$ 985.27
STEP 7	$ 1,005.20	$ 1,026.21	$ 1,045.89
STEP 8	$ 1,061.01	$ 1,086.40	$ 1,110.23
STEP 9	$ 1,119.93	$ 1,150.12	$ 1,178.54
STEP10	$ 1,182.11	$ 1,217.57	$ 1,251.05

PENSION BAND: 720

WAREHOUSE OPERATOR

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 523.50	$ 523.50	$ 523.50
STEP 1	$ 552.57	$ 554.20	$ 555.71
STEP 2	$ 583.25	$ 586.71	$ 589.90
STEP 3	$ 615.63	$ 621.12	$ 626.19
STEP 4	$ 649.82	$ 657.55	$ 664.72
STEP 5	$ 685.90	$ 696.11	$ 705.62
STEP 6	$ 723.99	$ 736.94	$ 749.04
STEP 7	$ 764.19	$ 780.16	$ 795.12
STEP 8	$ 806.62	$ 825.92	$ 844.04
STEP 9	$ 851.41	$ 874.36	$ 895.97
STEP10	$ 898.68	$ 925.64	$ 951.10

PENSION BAND 711

MICHIGAN

COMMUNICATION TECHNICIAN

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 568.30	$ 568.30	$ 568.30
STEP 1	$ 599.85	$ 601.63	$ 603.26
STEP 2	$ 633.16	$ 636.92	$ 640.38
STEP 3	$ 668.32	$ 674.27	$ 679.78
STEP 4	$ 705.42	$ 713.81	$ 721.60
STEP 5	$ 744.59	$ 755.68	$ 766.00
STEP 6	$ 785.93	$ 800.00	$ 813.13
STEP 7	$ 829.57	$ 846.92	$ 863.15
STEP 8	$ 875.63	$ 896.59	$ 916.26
STEP 9	$ 924.25	$ 949.17	$ 972.63
STEP10	$ 975.57	$ 1,004.84	$ 1,032.47

PENSION BAND: 713

REPAIR DISPATCH CLERK

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 474.38	$ 474.38	$ 474.38
STEP 1	$ 500.72	$ 502.20	$ 503.57
STEP 2	$ 528.52	$ 531.66	$ 534.55
STEP 3	$ 557.87	$ 562.84	$ 567.44
STEP 4	$ 588.85	$ 595.85	$ 602.35
STEP 5	$ 621.54	$ 630.80	$ 639.41
STEP 6	$ 656.06	$ 667.79	$ 678.75
STEP 7	$ 692.48	$ 706.96	$ 720.52
STEP 8	$ 730.93	$ 748.42	$ 764.85
STEP 9	$ 771.52	$ 792.32	$ 811.91
STEP10	$ 814.36	$ 838.79	$ 861.86

PENSION BAND: 708

AREA SERVICE ASSISTANT

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 459.87	$ 459.87	$ 459.87
STEP 1	$ 485.40	$ 486.84	$ 488.16
STEP 2	$ 512.35	$ 515.39	$ 518.20
STEP 3	$ 540.80	$ 545.62	$ 550.08
STEP 4	$ 570.83	$ 577.62	$ 583.92
STEP 5	$ 602.52	$ 611.49	$ 619.84
STEP 6	$ 635.98	$ 647.36	$ 657.98
STEP 7	$ 671.29	$ 685.32	$ 698.46
STEP 8	$ 708.56	$ 725.52	$ 741.43
STEP 9	$ 747.90	$ 768.06	$ 787.05
STEP10	$ 789.43	$ 813.11	$ 835.47

PENSION BAND: 708

MICHIGAN

ASSOCIATE TECHNICIAN

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 445.34	$ 445.34	$ 445.34
STEP 1	$ 470.07	$ 471.46	$ 472.74
STEP 2	$ 496.17	$ 499.11	$ 501.83
STEP 3	$ 523.72	$ 528.39	$ 532.70
STEP 4	$ 552.80	$ 559.38	$ 565.48
STEP 5	$ 583.50	$ 592.18	$ 600.27
STEP 6	$ 615.89	$ 626.92	$ 637.20
STEP 7	$ 650.09	$ 663.69	$ 676.41
STEP 8	$ 686.19	$ 702.61	$ 718.03
STEP 9	$ 724.29	$ 743.82	$ 762.20
STEP10	$ 764.51	$ 787.45	$ 809.10

PENSION BAND: 707

TECHNICAL CLERK

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 431.34	$ 431.34	$ 431.34
STEP 1	$ 455.29	$ 456.64	$ 457.88
STEP 2	$ 480.57	$ 483.42	$ 486.05
STEP 3	$ 507.25	$ 511.77	$ 515.95
STEP 4	$ 535.42	$ 541.78	$ 547.69
STEP 5	$ 565.15	$ 573.56	$ 581.39
STEP 6	$ 596.53	$ 607.20	$ 617.16
STEP 7	$ 629.65	$ 642.81	$ 655.13
STEP 8	$ 664.61	$ 680.51	$ 695.44
STEP 9	$ 701.51	$ 720.42	$ 738.22
STEP10	$ 740.46	$ 762.67	$ 783.64

PENSION BAND: 706

OHIO

SYSTEMS TECHNICIAN

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 688.61	$ 688.61	$ 688.61
STEP 1	$ 726.84	$ 729.00	$ 730.98
STEP 2	$ 767.20	$ 771.75	$ 775.95
STEP 3	$ 809.80	$ 817.01	$ 823.69
STEP 4	$ 854.77	$ 864.93	$ 874.37
STEP 5	$ 902.23	$ 915.66	$ 928.16
STEP 6	$ 952.32	$ 969.36	$ 985.27
STEP 7	$ 1,005.20	$ 1,026.21	$ 1,045.89
STEP 8	$ 1,061.01	$ 1,086.40	$ 1,110.23
STEP 9	$ 1,119.93	$ 1,150.12	$ 1,178.54
STEP10	$ 1,182.11	$ 1,217.57	$ 1,251.05

PENSION BAND: 720

OHIO

COMMUNICATION TECHNICIAN

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 568.30	$ 568.30	$ 568.30
STEP 1	$ 599.85	$ 601.63	$ 603.26
STEP 2	$ 633.16	$ 636.92	$ 640.38
STEP 3	$ 668.32	$ 674.27	$ 679.78
STEP 4	$ 705.42	$ 713.81	$ 721.60
STEP 5	$ 744.59	$ 755.68	$ 766.00
STEP 6	$ 785.93	$ 800.00	$ 813.13
STEP 7	$ 829.57	$ 846.92	$ 863.15
STEP 8	$ 875.63	$ 896.59	$ 916.26
STEP 9	$ 924.25	$ 949.17	$ 972.63
STEP10	$ 975.57	$ 1,004.84	$ 1,032.47

PENSION BAND: 713

REPAIR DISPATCH CLERK

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 474.38	$ 474.38	$ 474.38
STEP 1	$ 500.72	$ 502.20	$ 503.57
STEP 2	$ 528.52	$ 531.66	$ 534.55
STEP 3	$ 557.87	$ 562.84	$ 567.44
STEP 4	$ 588.85	$ 595.85	$ 602.35
STEP 5	$ 621.54	$ 630.80	$ 639.41
STEP 6	$ 656.06	$ 667.79	$ 678.75
STEP 7	$ 692.48	$ 706.96	$ 720.52
STEP 8	$ 730.93	$ 748.42	$ 764.85
STEP 9	$ 771.52	$ 792.32	$ 811.91
STEP10	$ 814.36	$ 838.79	$ 861.86

PENSION BAND: 708

AREA SERVICE ASSISTANT

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 459.87	$ 459.87	$ 459.87
STEP 1	$ 485.40	$ 486.84	$ 488.16
STEP 2	$ 512.35	$ 515.39	$ 518.20
STEP 3	$ 540.80	$ 545.62	$ 550.08
STEP 4	$ 570.83	$ 577.62	$ 583.92
STEP 5	$ 602.52	$ 611.49	$ 619.84
STEP 6	$ 635.98	$ 647.36	$ 657.98
STEP 7	$ 671.29	$ 685.32	$ 698.46
STEP 8	$ 708.56	$ 725.52	$ 741.43
STEP 9	$ 747.90	$ 768.06	$ 787.05
STEP10	$ 789.43	$ 813.11	$ 835.47

PENSION BAND: 708

OHIO

ASSOCIATE TECHNICIAN

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 445.34	$ 445.34	$ 445.34
STEP 1	$ 470.07	$ 471.46	$ 472.74
STEP 2	$ 496.17	$ 499.11	$ 501.83
STEP 3	$ 523.72	$ 528.39	$ 532.70
STEP 4	$ 552.80	$ 559.38	$ 565.48
STEP 5	$ 583.50	$ 592.18	$ 600.27
STEP 6	$ 615.89	$ 626.92	$ 637.20
STEP 7	$ 650.09	$ 663.69	$ 676.41
STEP 8	$ 686.19	$ 702.61	$ 718.03
STEP 9	$ 724.29	$ 743.82	$ 762.20
STEP10	$ 764.51	$ 787.45	$ 809.10

PENSION BAND: 707

WAREHOUSE OPERATOR

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 459.87	$ 459.87	$ 459.87
STEP 1	$ 485.40	$ 486.84	$ 488.16
STEP 2	$ 512.35	$ 515.39	$ 518.20
STEP 3	$ 540.80	$ 545.62	$ 550.08
STEP 4	$ 570.83	$ 577.62	$ 583.92
STEP 5	$ 602.52	$ 611.49	$ 619.84
STEP 6	$ 635.98	$ 647.36	$ 657.98
STEP 7	$ 671.29	$ 685.32	$ 698.46
STEP 8	$ 708.56	$ 725.52	$ 741.43
STEP 9	$ 747.90	$ 768.06	$ 787.05
STEP10	$ 789.43	$ 813.11	$ 835.47

PENSION BAND: 708

TECHNICAL CLERK

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 431.34	$ 431.34	$ 431.34
STEP 1	$ 455.29	$ 456.64	$ 457.88
STEP 2	$ 480.57	$ 483.42	$ 486.05
STEP 3	$ 507.25	$ 511.77	$ 515.95
STEP 4	$ 535.42	$ 541.78	$ 547.69
STEP 5	$ 565.15	$ 573.56	$ 581.39
STEP 6	$ 596.53	$ 607.20	$ 617.16
STEP 7	$ 629.65	$ 642.81	$ 655.13
STEP 8	$ 664.61	$ 680.51	$ 695.44
STEP 9	$ 701.51	$ 720.42	$ 738.22
STEP10	$ 740.46	$ 762.67	$ 783.64

PENSION BAND: 706

WISCONSIN

SYSTEMS TECHNICIAN

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 688.61	$ 688.61	$ 688.61
STEP 1	$ 726.84	$ 729.00	$ 730.98
STEP 2	$ 767.20	$ 771.75	$ 775.95
STEP 3	$ 809.80	$ 817.01	$ 823.69
STEP 4	$ 854.77	$ 864.93	$ 874.37
STEP 5	$ 902.23	$ 915.66	$ 928.16
STEP 6	$ 952.32	$ 969.36	$ 985.27
STEP 7	$ 1,005.20	$ 1,026.21	$ 1,045.89
STEP 8	$ 1,061.01	$ 1,086.40	$ 1,110.23
STEP 9	$ 1,119.93	$ 1,150.12	$ 1,178.54
STEP10	$ 1,182.11	$ 1,217.57	$ 1,251.05

PENSION BAND: 720

COMMUNICATION TECHNICIAN

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 568.30	$ 568.30	$ 568.30
STEP 1	$ 599.85	$ 601.63	$ 603.26
STEP 2	$ 633.16	$ 636.92	$ 640.38
STEP 3	$ 668.32	$ 674.27	$ 679.78
STEP 4	$ 705.42	$ 713.81	$ 721.60
STEP 5	$ 744.59	$ 755.68	$ 766.00
STEP 6	$ 785.93	$ 800.00	$ 813.13
STEP 7	$ 829.57	$ 846.92	$ 863.15
STEP 8	$ 875.63	$ 896.59	$ 916.26
STEP 9	$ 924.25	$ 949.17	$ 972.63
STEP10	$ 975.57	$ 1,004.84	$ 1,032.47

PENSION BAND: 713

TECHNICAL SUPPORT SPECIALIST

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 533.38	$ 533.38	$ 533.38
STEP 1	$ 563.01	$ 564.68	$ 566.20
STEP 2	$ 594.28	$ 597.81	$ 601.03
STEP 3	$ 627.29	$ 632.88	$ 638.01
STEP 4	$ 662.14	$ 670.02	$ 677.27
STEP 5	$ 698.92	$ 709.33	$ 718.94
STEP 6	$ 737.75	$ 750.95	$ 763.17
STEP 7	$ 778.73	$ 795.01	$ 810.13
STEP 8	$ 821.98	$ 841.66	$ 859.97
STEP 9	$ 867.64	$ 891.04	$ 912.88
STEP10	$ 915.84	$ 943.32	$ 969.05

PENSION BAND: 712

WISCONSIN

CLERICAL SPECIALIST

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 489.84	$ 489.84	$ 489.84
STEP 1	$ 517.04	$ 518.57	$ 519.98
STEP 2	$ 545.75	$ 548.98	$ 551.97
STEP 3	$ 576.05	$ 581.18	$ 585.93
STEP 4	$ 608.04	$ 615.27	$ 621.98
STEP 5	$ 641.80	$ 651.36	$ 660.25
STEP 6	$ 677.44	$ 689.56	$ 700.88
STEP 7	$ 715.05	$ 730.00	$ 744.00
STEP 8	$ 754.76	$ 772.82	$ 789.77
STEP 9	$ 796.66	$ 818.14	$ 838.37
STEP10	$ 840.90	$ 866.13	$ 889.95

PENSION BAND: 709

WAREHOUSE OPERATOR

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 459.87	$ 459.87	$ 459.87
STEP 1	$ 485.40	$ 486.84	$ 488.16
STEP 2	$ 512.35	$ 515.39	$ 518.20
STEP 3	$ 540.80	$ 545.62	$ 550.08
STEP 4	$ 570.83	$ 577.62	$ 583.92
STEP 5	$ 602.52	$ 611.49	$ 619.84
STEP 6	$ 635.98	$ 647.36	$ 657.98
STEP 7	$ 671.29	$ 685.32	$ 698.46
STEP 8	$ 708.56	$ 725.52	$ 741.43
STEP 9	$ 747.90	$ 768.06	$ 787.05
STEP10	$ 789.43	$ 813.11	$ 835.47

PENSION BAND: 708

ASSOCIATE TECHNICIAN

	EFFECTIVE 4/5/2009	EFFECTIVE 4/4/2010	EFFECTIVE 4/3/2011
START	$ 445.34	$ 445.34	$ 445.34
STEP 1	$ 470.07	$ 471.46	$ 472.74
STEP 2	$ 496.17	$ 499.11	$ 501.83
STEP 3	$ 523.72	$ 528.39	$ 532.70
STEP 4	$ 552.80	$ 559.38	$ 565.48
STEP 5	$ 583.50	$ 592.18	$ 600.27
STEP 6	$ 615.89	$ 626.92	$ 637.20
STEP 7	$ 650.09	$ 663.69	$ 676.41
STEP 8	$ 686.19	$ 702.61	$ 718.03
STEP 9	$ 724.29	$ 743.82	$ 762.20
STEP10	$ 764.51	$ 787.45	$ 809.10

PENSION BAND: 707

INDIANA

Service Area 1	**Service Area 2**	**Service Area 3**
Adams	Benton	Bartholomew
Allen	Blackford	Brown
Cass	Boone	Clark
De Kalb	Carroll	Clay
Elkhart	Clinton	Crawford
Fulton	Delaware	Daviess
Huntington	Fayette	Dearborn
Jasper	Franklin	Decatur
Kosciusko	Grant	Dubois
La Porte	Hamilton	Floyd
Lagrange	Hancock	Fountain
Marshall	Hendricks	Gibson
Miami	Henry	Greene
Newton	Howard	Harrison
Noble	Jay	Jackson
Porter	Johnson	Jefferson
Pulaski	Madison	Jennings
St. Joseph	Marion	Knox
Starke	Montgomery	Lawrence
Steuben	Morgan	Martin
Wabash	Putman	Monroe
Wells	Randolph	Ohio
White	Rush	Orange
Whitley	Shelby	Owen
	Tippecanoe	Parke
	Tipton	Perry
	Union	Pike
	Warren	Posey
	Wayne	Ripley
		Scott
		Spencer
		Sullivan
		Switzerland
		Vanderburgh
		Vermillion
		Vigo
		Warrick
		Washington

MICHIGAN

Service Area 1	**Service Area 2**	**Service Area 3**	**Service Area 4**
Bay	Alcona	Allegan	Alger
Genesee	Alpena	Antrim	Baraga
Huron	Arenac	Barry	Chippewa
Lapeer	Berrien	Benzie	Delta
Lenawee	Branch	Charlevoix	Dickinson
Livingston	Calhoun	Cheboygan	Gogebic
Macomb	Cass	Clare	Houghton
Midland	Clinton	Crawford	Iron
Monroe	Eaton	Emmet	Keweenaw
Oakland	Gladwin	Grand Traverse	Luce
Saginaw	Gratiot	Ionia	Mackinac
St. Clair	Hillsdale	Isabella	Marquette
Sanilac	Ingham	Kalkaska	Menominee
Shiawassee	Iosco	Kent	Ontonagon
Tuscola	Jackson	Lake	Schoolcraft
Washtenaw	Kalamazoo	Leelanau	
Wayne	Montmorency	Manistee	
	Ogemaw	Mason	
	Osceola	Mecosta	
	St. Joseph	Missaukee	
	Van Buren	Montcalm	
		Muskegon	
		Newaygo	
		Oceana	
		Oscoda	
		Otsego	
		Ottawa	
		Presque Isle	
		Roscommon	
		Wexford	

OHIO

Service Area 1	**Service Area 2**	**Service Area 3**	**Service Area 4**
Ashland	Allen	Brown	Adams
Ashtabula	Auglaize	Butler	Athens
Carroll	Crawford	Champaign	Belmont
Columbiana	Defiance	Clark	Coshocton
Cuyahoga	Fulton	Clermont	Delaware
Erie	Hancock	Clinton	Fairfield
Geauga	Hardin	Drake	Fayette
Holmes	Henry	Greene	Franklin
Huron	Logan	Hamilton	Gallia
Jefferson	Lucas	Highland	Guernsey
Lake	Mercer	Miami	Harrison
Lorain	Ottawa	Montgomery	Hocking
Mahoning	Paulding	Preble	Licking
Medina	Putman	Warren	Marion
Portage	Sandusky		Meigs
Stark	Seneca		Jackson
Summit	Shelby		Knox
Trumbull	Williams		Lawrence
Tuscarawas	Wood		Madison
Wayne	Wyandot		Monroe
	Van Wert		Morgan
			Morrow
			Muskingum
			Noble
			Perry
			Pickaway
			Pike
			Richland
			Ross
			Scioto
			Union
			Vinton
			Washington

WISCONSIN

Service Area 1	**Service Area 2**	**Service Area 3**
Ashland	Dodge	Adams
Barron	Jefferson	Buffalo
Bayfield	Kenosha	Columbia
Brown	Milwaukee	Crawford
Burnett	Ozaukee	Dane
Calumet	Racine	Grant
Chippewa	Sheboygan	Green
Clark	Walworth	Iowa
Door	Washington	Jackson
Douglas	Waukesha	Juneau
Dunn		La Crosse
Eau Claire		Lafayette
Florence		Monroe
Fond du Lac		Pepin
Forest		Richland
Green Lake		Rock
Iron		Sauk
Kewaunee		Trempealeau
Langlade		Vermont
Lincoln		
Manitowoc		
Marathon		
Marinette		
Marquette		
Menominee		
Oconto		
Oneida		
Outagamie		
Pierce		
Polk		
Portage		
Price		
Rusk		
Sawyer		
Shawano		
St. Croix		
Taylor		
Vilas		
Washburn		
Waupaca		
Waushara		
Winnebago		
Wood		

Attachment III

MEMORANDUM OF AGREEMENT
BETWEEN
SBC Global Services, Inc.
(The Company)
AND
Communications Workers of America
(The Union)
TERM EMPLOYEES

The Parties understand that the needs of the business may require the hiring of employees for specific projects that are not expected to last longer than one (1) year. The Parties further understand that the Company may hire Term Employees specifically for this reason.

For the purpose of this Memorandum, a Term Employee is an employee engaged for a specific project, up to a maximum of twelve (12) months (on a full-time or part-time basis) with an understanding that his employment is to terminate upon completion of the project.

Any Term Employee hired for a project in excess of twelve (12) months must be mutually agreed to by the Parties.

This Memorandum of Agreement is effective April 5, 2009 and will remain in force and effect through April 7, 2012.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT
BETWEEN
SBC Global Services, Inc.
(The Company)
AND
COMMUNICATIONS WORKERS OF AMERICA
(The Union)

FOUR DAY WORK WEEK TRIAL

The Union and Company recognize that in certain work groups it may be beneficial to the employee and in the best interest of the business to establish a four (4) day schedule as the normal work week. Accordingly, in a work group where local management and the local agree, the number of hours which presently constitute a regular five (5) day work week will be scheduled in equal amounts over four (4) days.

The work groups selected for such four (4) day work weeks will be solely at the discretion of the Company. The local management and the local union will discuss the process by which the number of employees who volunteer will be assigned their shifts and work days within the calendar week. It is further agreed that if the needs of the business require the Company to discontinue the four day work week, the Company will notify the Union in advance.

Four (4) day work weeks will be scheduled in advance as full work weeks. No daily overtime payment shall be made for any of the scheduled hours worked which constitute the normal four (4) day work week.

Subject to the above, and before implementing a four (4) day schedule in any work group, the local management and the local union will establish the parameters and implementation procedures for such four (4) day work weeks. Unless otherwise agreed, the following will apply:

1. Weeks in which a Recognized Holiday falls will revert to a normal five (5) day work week.

2. Employees scheduled for a week of vacation will have their tours revert to the normal five (5) day work week.

3. Employees pre-scheduled for Excused Work Days, Vacation, Floating Holiday or jury duty will revert their work week to normal five (5) day work week. Non-scheduled Floating Holidays, Excused Work Days, or Vacation within a week in which the employee's work week is four (4) ten (10) hour days will be treated as ten (10) hour days. Employees may take no more than four (4) ten (10) hour unscheduled days (i.e. forty hours) on a day-at-a-time basis. These unscheduled days include Floating Holidays, Excused Work Days, or Vacation days.

4. Payment will be based upon a ten (10) hour day for employees who are absent because of sickness or accident disability during the course of the four (4) day work week. If the disability continues into the next week, the employee's work week will revert to the normal five (5) day work week.

This Memorandum of Agreement is effective April 5, 2009 and will remain in force and effect through April 7, 2012.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

Attachment V

MEMORANDUM OF AGREEMENT
BETWEEN
SBC Global Services, Inc.
(The Company)
AND
Communications Workers of America
(The Union)

EMPLOYMENT OPPORTUNITIES

The parties to the 2009 Collective Bargaining Agreement agree that SBC Global Services, Inc. employees represented by the Union will have the opportunity to be considered for available positions under the AT&T Midwest ("Core") Collective Bargaining Agreement. These employees shall be subject to all applicable qualifications and selection criteria under the "JOBS" process. Based on the staffing levels effective January 1, 2010, January 1, 2011 and January 1, 2012, a maximum of three percent (3%) of the employees each calendar year, equally distributed every quarter, will be allowed to accept a position under the AT&T Midwest ("Core") Collective Bargaining Agreement.

This Memorandum of Agreement is effective April 5, 2009 and will remain in force and effect through April 7, 2012.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S White
Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

JOB TITLES

INDIANA (EXCLUDING LAKE COUNTY)
SYSTEMS TECHNICIAN
COMMUNICATION TECHNICIAN
REPAIR DISPATCH CLERK
WAREHOUSE OPERATOR
AREA SERVICE ASSISTANT
ASSOCIATE TECHNICIAN
TECHNICAL CLERK

MICHIGAN
FIELD SERVICE SUPPORT ENGINEER
SYSTEMS TECHNICIAN
COMMUNICATION TECHNICIAN
ASSOCIATE TECHNICIAN
WAREHOUSE OPERATOR
REPAIR DISPATCH CLERK
AREA SERVICE ASSISTANT
TECHNICAL CLERK

OHIO
SYSTEMS TECHNICIAN
COMMUNICATION TECHNICIAN
ASSOCIATE TECHNICIAN
REPAIR DISPATCH CLERK
TECHNICAL CLERK
WAREHOUSE OPERATOR
AREA SERVICE ASSISTANT

WISCONSIN
SYSTEMS TECHNICIAN
COMMUNICATION TECHNICIAN
ASSOCIATE TECHNICIAN
TECHNICAL SUPPORT SPECIALIST
CLERICAL SPECIALIST
WAREHOUSE OPERATOR

MEMORANDUM OF AGREEMENT
BETWEEN
SBC Global Services, Inc.
(The Company)
AND
Communications Workers of America
(The Union)

JOB OFFER GUARANTEE

This Memorandum of Agreement ("Memorandum") covers understandings reached between SBC Global Services Inc. ("Company") and District 4 of the Communications Workers of America, AFL-CIO ("Union") regarding employment security. For this purpose, the Parties agree as follows:

1. The Company will guarantee a job offer prior to involuntary layoff ("Job Offer Guarantee") during the period stated herein to qualified employees hired prior to April 4, 2004, subject to the conditions and provisions contained in this Memorandum.

2. Any employee hired prior to April 4, 2004 who, after the effective date of this Memorandum, is identified for layoff shall prior to layoff, be offered a job within the geographic jurisdiction of the Memorandum of Agreement between the Company and the Union("Appendix G"), for which they are qualified, provided the employee has first fulfilled the conditions listed below:

   (A) Did not have the opportunity to assume the job of the least senior employee with the same job title pursuant to section 22.02 of Appendix G and did not refuse a transfer or reassignment offered by the Company pursuant to section 22.03 of Appendix G.

   (B) Is already test qualified for consideration, or becomes so qualified by passing the Technical Mechanical Test (TMT) and the Customer Contact Interactive Assessment (CCIA) or their replacements.

   (C) Meets current job requirements.

   (D) By the close of business on the day (Monday – Friday) following the date of Layoff Notification, or by such later date as is determined by Management, advises the Company of his/her election to invoke the Job Offer Guarantee, and to be considered for all jobs within the geographic area covered by the Agreement.

NOTE: The provisions of Section 22, of Appendix G -- Workforce Adjustment Procedures will no longer apply to employees once they have invoked the Job Offer Guarantee , except as specifically provided herein. The job offer referenced herein may also be to any entity referenced in the attachments to the Inter Subsidiary Movement ("IMF") Process in the National Transfer Plan ("NTP Entity"). Because the Company is not signatory to the National Transfer Plan, job offers to an NTP Entity will be at the discretion of both the Company and the applicable NTP Entity and will be made prior to hiring externally.

3. The guaranteed job offer shall be made to qualified employees by order of seniority following the date of layoff notification. The guaranteed job offer may be for any position with the Company or any company not signatory to Appendix G consistent with the terms of the IMF. Employees accepting a job offer outside their current bargaining unit shall be treated as if they had transferred under the terms and conditions of the IMF process and shall be subject to all applicable receiving company practices, policies, collective bargaining agreement provisions and benefit plan eligibility standards, including those related to or affected by Net Credited Service.

   (A) An employee to whom a guaranteed job offer has been made has one (1) working day to accept the offer after which it will be considered rejected.

   (B) Refusal to test for an available job, rejection of a guaranteed job offer or failure to pass a test for a job title for which the Company or any NTP entity has vacancies voids this Memorandum, and shall be considered an election by the employee to forego the Job Offer Guarantee and continue under the terms of Section 22, Force Adjustment Procedures of Appendix G as if JOG was not invoked.

   (C) A qualified employee who, at his/her layoff date, is entitled to, but has not yet received, a guaranteed job offer shall remain on the payroll at his/her existing wage rate and shall be assigned such work as management deems appropriate until a guaranteed job offer is made.

NOTE: Any employee who has been retained on the Company payroll beyond his/her layoff date pursuant to this Memorandum and who then rejects a guaranteed job offer, refuses to take a test for an available job, or fails a test for which the Company has openings shall be laid off.

4. The Company retains the right to suspend or cancel at any time the application of this Memorandum when a layoff is declared because of any change or fluctuation in economic or business conditions as determined by the Company.

5. Upon ratification of the Parties' 2009 Collective Bargaining Agreement, the Company agrees that, for the term of the 2009 Collective bargaining Agreement the Company will not exercise its right to suspend or cancel this agreement, as set forth in Paragraph 4, above.

6. This Memorandum shall not be subject to arbitration.

This Memorandum of Agreement is effective April 5, 2009 and will remain in force and effect through April 7, 2012.

AGREED:

FOR THE UNION:

Jerry W. Schaeff
Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:

Randall S. White
Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date