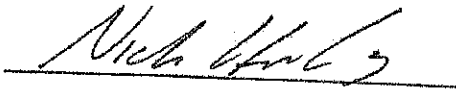


2016 Memoranda of Agreement Reconciliation

This book represents the best efforts of BellSouth Telecommunications, LLC and the Communications Workers of America - District 3 to collect all outstanding Memoranda of Agreement (MOA) that remain in force and effect as of November 17, 2016 (Book III). Despite the parties' best efforts to put together a comprehensive compilation of MOAs, the possibility exists that there are additional agreements that may surface.

Although both parties attempted to locate all MOAs in effect, we both recognize it is possible that either party may discover one that was not reviewed, but which that party believes should be continued. In such a case, the parties agree to discuss in good faith the resolution of such issues.

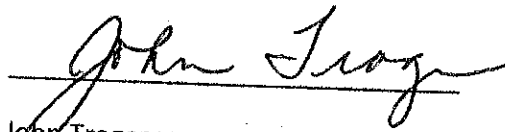
For the Union:



Nick Hawkins
Assistant to the Vice President
Communications Workers of America

Date: 11/17/2016

For the Company:



John Trageser
Executive Director Labor Relations SE
AT&T Services, Inc.

Date: 11/21/16

CWA & COMPANY
2016 ACTIVE OAS & LOAS
(8/10/1986 – 11/02/2016)
BOOK III

Year	Date	Summary	2016 Review
1986	8/10/86	Re-Format Working Agreement (Titles not covered by Working Agreement)	Continues (Page 1 of Working Agreement)
1989	9/18/89	Feedback - Tests for Job Vacancies	Clarification Only
1991	7/8/91	Center Administrator J job functions currently being performed by management	Clarification Only (Append C Part VII)
1991	10/21/91	Job Review Committee - Mgt to Craft - Admin. Asst. Sys - Designer I - Sys Educator	Clarification Only (Append C Part VII)
1995	10/4/95	Article 7 changes	Clarification
1999	9/27/99	Placing temporary employees in regular vacancy	Clarification
2001	4/1/01	Easy Time MOA introduction and Q&As	MOA In Working Agreement; Q&As for clarification
2005	5/03/05	Handling time off for transfers from UO to BST	Clarification
2008	2/08/08	Section 1.17 clarification and presentation	Clarification
2010	4/21/10	Public Communications references removed	Clarification
2010	7/15/10	Adds the Systems Specialist Technician title to the Skill Group 9 Family of Skills with an asterisk; dedicated Systems Techs bumping (6/1/2010) & Corporate Communications work to BCS MOA 5/11/94	Clarification
2010	5/11/94		
2011	4/29/11	Restatement of 12/19/68 handling of Article 28s	Interpretation
2012	10/25/12	Upgrade of Services Techs and Outside Plant Techs - Performs work on all non-pressurized cable and fiber optic cable from the distribution terminal to the customer premises	Clarification on job duties
2015	6/22/15	Processing Employees on approved STD with Perm Medical Restrictions	Current
2015	8/09/15	Joint Contract Training Letter	Current
2015	8/09/15	Guaranteed no involuntary lay off for any ST, FT or OPT for one year	Current
2015	8/09/15	Commitment to strive to use bargaining unit emps to perform customer premises work	Current
2015	8/09/15	Connecting Overtime Notification	Current
2015	8/09/15	Positive Time Reporting System	Current
2015	8/09/15	Military Leave	Current
2015	8/09/15	Temporary Modified Duty	Current
2015	8/09/15	Vacation Entitlement Date	Current
2015	8/09/15	Excused Time for Union Duties counts towards FMLA	Current
2015	8/09/15	Seniority Tie Breaker	Current
2015	8/09/15	Process for Addressing Payroll Issues	Current

CWA & COMPANY
2016 ACTIVE OAs & LOAs
(8/10/1986 – 11/02/2016)
BOOK III

2015	8/09/15	Incorrect Title Letter		Current
2015	8/09/15	Martin Luther King, Jr. Holiday		Current
2015	8/09/15	Pension Band for Sipp		Current
2015	8/09/15	UO - Modified Duty Letter		Current
2015	8/09/15	UO – Inclement Weather Policy		Current - In Working Agreement
2015	8/09/15	UO – Wire work functions		Current - In Working Agreement
2015	8/09/15	Flexible Vacation Days (App C Part V)		Current - In Working Agreement
2015	8/09/15	Operator Services/Consumer Forums (App C Part IX)		Current - In Working Agreement
2015	8/09/15	Personal Illness Absence (App C Part XII)		Current - In Working Agreement
2015	8/09/15	Service Requirements (App C Part XIV)		Current - In Working Agreement
2015	8/09/15	Wire Work (NW Addendum)		Current - In Working Agreement
2015	8/09/15	Contracting of Work in the CPE Marketplace (Customer Markets Addendum)		Current - In Working Agreement
2015	8/09/15	Drug Testing CPE (Customer Markets Addendum)		Current - In Working Agreement
2015	8/09/15	Employee Development CPE (Customer Markets Addendum)		Current - In Working Agreement
2015	8/09/15	Wire Technician option of wearing shorts and blue pants		Current
2015	10/8/15	Employee Discount on DTV		Current
2015	10/19/15	Part time TOE/NCS changed to original hire date; no adjustment for PT service eff. 1/1/16		Current
2015	10/19/15	Your Health Matters Program		Current
2015	10/19/15	CVS pharmacies 90 day prescriptions for pick-up		Current
2015	12/10/15	Supplemental Screening MOA		Current
2015	12/10/15	Safe Load Limit MOA		Current
2015	12/10/15	Appointed Position – PARTNERSHIP		Current
2015	12/10/15	Aligning for Success		Current
2015	12/10/15	Appointed Position - Process Improvement		Current
2015	12/10/15	Performance Discharge for Collection Representatives		Current
2015	12/10/15	Flexible Vacation Customer Assistance Bureau		Current
2015	12/10/15	Flexible Vacation MOA Consumer Services		Current
2015	12/10/15	UO - Excused Time for Union Duties MOA		Current
2015	12/10/15	UO - Occupational Safety and Health Committee		Current
2015	12/10/15	UO – Promotional wage treatment within UO		Current - In Working Agreement

CWA & COMPANY
2016 ACTIVE OAs & LOAs
(8/10/1986 – 11/02/2016)
BOOK III

2015	12/10/15	Payroll deductions for COPE	Current
2015	12/10/15	Payroll deductions for Union Dues	Current
2015	12/10/15	Address SPI on payroll deductions for union dues	Current
2015	12/10/15	Closed Key Time (App C Part II)	Current - In Working Agreement
2015	12/10/15	Easy Time (App C Part IV)	Current - In Working Agreement
2015	12/10/15	ST and Surplus/Affected FT and OPT Surplus MOA (NW Addendum)	Current - In Working Agreement
2015	12/10/15	Performance Discharge for Sales Associates (Customer Markets Addendum)	Current - In Working Agreement
2015	12/14/15	Successorship Agreement	Current
2015	12/14/15	Presidential Council	Current
2015	12/14/15	Neutrality & Card Check Recognition	Current
2015	12/14/15	National Transfer Plan (NTP)	Current
2015	12/14/15	Benefits MOA	Current
2015	12/14/15	Benefits Appointed Positions	Current
2015	12/14/15	Excise Tax MOA	Current
2016	2/12/16	Exchange In Lieu of WRAs for CPE Options under Article 7 and 8.03	Current
2016	3/07/16	Titles dropped from the BST Working Agreement	Current - Clean up for 2019
2016	3/22/16	PB on WS 20 incorrect in the BST Agreement	Current - Clean up for 2019
2016	7/27/16	B14-ALL-003 Clarification for Multiple Titles Tour Selections	Current
2016	8/10/16	Article 7.01C Clarification for Sales Associates/Sales Consultant	Current
2016	10/11/16	Clarification Wire Tech Vacation Selection Process	Current
2016	10/21/16	SE Letter of Agreement re DTV Transition Agreement & 9/29/16 Transition Agreement	Current
2016	11/2/16	Employee Discount on DTV applies to UO and Billing	Current

1986

MEMORANDUM OF AGREEMENT

The undersigned parties have agreed to reformat certain sections of the Agreement between Communications Workers of America and Southern Bell (hereinafter referred to as the "Working Agreement") in an attempt to improve the structure of Working Agreement. As part of that effort, the parties agree that the sections listed below are to be removed from the Working Agreement and incorporated into this Memorandum of Agreement. The removal of these sections from the Working Agreement does not alter in any way their true intent and meaning and they will continue to remain in effect.

The sections to be removed from the Working Agreement and incorporated into this Memorandum of Agreement are the following:

- a. Section 4.0714, page 44 of the 1983 Working Agreement
- b. Appendix C, pages 6 thru 9 of the 1983 Working Agreement entitled "Systems Technician Work Operations".
- c. Appendix C, pages 9 and 10 of the 1983 Working Agreement entitled "Air Conditioning Work".
- d. Appendix C, pages 11 thru 16 of the 1983 Working Agreement entitled "Excluded from the Bargaining Unit".

The texts of these sections as they appear in the 1983 are attached.

*Highlight
"D" if possible
-Note-*

A. N. Walding
Southern Bell Telephone and
Telegraph Company

James J.
Communications Workers of
America

Date: 8-10-86

Date: 8-10-86

APPENDIX C

(Excluded from the Bargaining Unit)

Accountant (Exclusive of General Office)	Business Office Service Supervisor
Accountant on Classifications	Cable Repair Foreman
Accountant on Methods	Cable Results Supervisor
Accountant on Results	Cable Splicing Foreman
Accounts Control Supervisor	Camp Manager
Acting Chief Operator	Carrier & Telephone Repeater Engineer
Administrative Reports Supervisor	Cashier
Advertising Assistant	Central Office Equipment Supervisor
Advertising Supervisor	Central Office Foreman, Manual & Dial
Architectural Engineer	Central Office Planning Engineer
Assignment Clerk's Supervisor	Central Office Planning & Building Engineer
Assignment Foreman	Central Office Program Engineer
Assignment Supervisor	Central Office Supervisor
Assistant Chief Engineer	Chief Clerk
Assistant Chief Operator	Chief Engineer
Assistant Comptroller	Chief Operator
Assistant Dial Results Supervisor	Chief PBX Instructor
Assistant Editor	Chief Service Observer
Assistant Force Requirements Supervisor	Chief Service Order Clerk
Assistant General Plant Supervisor	Chief TWX Instructor
Assistant Medical Supervisor	Coach (Commercial Department)
Assistant Secretary	Coach and Statistical Clerk
Assistant Secretary, E.B.C.	Commercial Engineer
Assistant State Cashier	Commercial Personnel Supervisor
Assistant State Manager	Commercial Practices Supervisor
Assistant State Plant Superintendent	Commercial Problems Engineer
Assistant Tax Supervisor	Commercial Results Supervisor
Assistant Treasurer	Commercial Supervisor
Assistant Vice President	Commercial Svr's. Clerk (Only those regularly performing confidential labor relations duties)
Assistant Vice President and Assistant Secretary	Commercial Training Supervisor
Attorney	Comptroller
Audit Supervisor	Connecting Company Relations Mgr.
Benefit Supervisor	Connecting Company Relations Svr.
Building Supervisor	Connecting Company Representative
Business Office Instructor	
Business Office Planning and Equipment Supervisor	

Contract Facility Engineer
Contracts and R/W Supervisor
Corporate Reports Accountant
Cost and Analysis Engineer
Cost Engineer
Cost Records Supervisor
Construction Chief Clerk
Construction Methods Engineer
Construction Programs Engineer
Construction Results Supervisor
Construction Supervisor
Customers' Accounts Supervisor
Customer Billing Supervisor
Customer Records Supervisor
Customer Relations Supervisor
Custodian of Records
Depreciation Studies Engineer
Development Engineer
Dial and Carrier Engineer
Dial C.O. Equipment Supervisor
Dial Equipment Engineer
Dial-Manual Supervisor
Dial Results Supervisor
Dial Traffic Engineer
Dining Room Supervisor
Dining Service Supervisor
Directory Advertising Art
Supervisor
Directory Advertising
Compilation Supervisor
Directory Advertising Supervisor
Directory Compilation Supervisor
Directory Delivery & Statistical
Supervisor
Directory Engineer
Directory Production Supervisor
Directory Sales Planning &
Results Supervisor
Directory Sales Supervisor
Directory Sales Training Supervisor
Directory Supervisor
Disbursements Accounting
Results Supervisor
Disbursements Methods Supervisor
District Auditor
District Building Supervisor

District Buildings Supplies &
M.V. Supervisor
District Chief Clerk
District Commercial Engineer
District Commercial Supervisor
District Construction Foreman
District Construction Supervisor
District Engineer
District Exchange Revenue
Accountant
District Instructor
District Manager
District Manager's Clerk
District Personnel Supervisor
District Plant Manager
District Plant Supervisor
District Recruiting Supervisor
District Revenue Accountant
District Sales Manager
District Toll Revenue Accountant
District Traffic Manager
District Transmission Supervisor
Division Building Supplies &
M.V. Supervisor
Division Commercial Engineer
Division Commercial Problems
Engineer
Division Commercial Supervisor
Division Connecting Company
Representative
Division Cost Accountant
Division Construction Supervisor
Division Coordination Engineer
Division Coordinator of Defense
Activities
Division Disbursement Accountant
Division Equipment Engineer
Division Exchange Engineer
Division Exchange Revenue
Accountant
Division Force Requirements
Supervisor
Division Instructor
Division Material Accountant
Division Outside Plant Engineer
Division Personnel Relations

Supervisor
Division Personnel Supervisor
Division Plant Engineer
Division Plant Personnel
Supervisor
Division Plant Supervisor
Division Records Accountant
Division Results Accountant
Division Sales Manager
Division Schedule Supervisor
Division Staff Assistant
Division Staff Chief Clerk
Division Supervisor
Division Toll Engineer
Division Toll Plant Supervisor
Division Toll Revenue Accountant
Division Traffic Engineer
Division Traffic Personnel
Supervisor
Division Traffic Supervisor
Division Transmission &
Protection Engineer
Division Transmission Engineer
Drafting Supervisor
Drawing Supervisor
Economic Statistics Supervisor
Editor Southern Telephone News
Employees Information Supervisor
Employment Methods and Results
Supervisor
Employment Supervisor
Employment Supervisor's Assistant
Engineer
Engineer on Special Studies
Engineering Chief Clerk
Equipment Appraisal Engineer
Equipment Engineer
Evening Chief Operator
Exchange Development Engineer
Exchange Fundamental Plans
Engineer
Exchange Plant Engineer
Exchange Rate Supervisor
Financial Methods Supervisor
Financial Results Supervisor
Force and Costs Results Supervisor

Force Requirements Supervisor
Forecast Supervisor
Garage Foreman
General Accountant
General Advertising Manager
General Attorney
General Books Supervisor
General Commercial Engineer
General Commercial Manager
General Commercial Personnel
Supervisor
General Commercial Supervisor
General Construction Supervisor
General Coordinator of Military
Services
General Counsel
General Development and Revenues
Engineer
General Directory Manager
General Disbursements Accountant
General Engineering Personnel
Supervisor
General Engineering Records
Supervisor
General Information Manager
General Personnel Supervisor
General Plant Engineer
General Plant Manager
General Plant Personnel Supervisor
General Plant Supervisor
General Sales Manager
General Service Bureau Supervisor
General Solicitor
General Supervisor's Clerk
General Tax Accountant
General Tax Supervisor
General Toll Plant Supervisor
General Toll Traffic Supervisor
General Traffic Engineer
General Traffic Manager
General Traffic Personnel
Supervisor
General Traffic Supervisor
Health Supervisor
Hostess
House Mechanic (those who supervise

janitors or janitresses)
Information Supervisor
Installation and Construction
Supervisor
Installation Foreman
Installation Results Supervisor
Installation Supervisor
Intertoll Dial Program Engineer
Inventory and Costs Engineer
Invoice Supervisor
Junior Accountant (Exclusive of
General Office)
Junior Engineer
Law Clerk
Line Foreman
Mailing Bureau Supervisor
Maintenance and Practices Engineer
Maintenance Supervisor C.O.
Equipment
Maintenance Supervisor Outside
Plant
Manager
Manager (Prorate)
Manual and Power Engineer
Manual C. O. Equipment Supervisor
Manual Equipment Engineer
Manual Traffic Engineer
Material Records Supervisor
Medical Director
Methods Supervisor
Motor Vehicles Supervisor
News Editor
Night Chief Operator
Nurse
Office Manager
Operations Reports Supervisor
Operators' Quarters Supervisor
Outside Plant Appraisal Engineer
Outside Plant Engineer
Payroll Supervisor
Pay Station Supervisor
Peg Count Supervisor
Personnel Assistant
Personnel Records Accountant
Personnel Records Clerk (In the
Personnel, and General Plant,

Traffic, Accounting, Engineering
and Commercial Personnel
Departments and all others,
regularly performing
confidential labor relations
duties.)
Personnel Records Supervisor
Personnel Relations Supervisor
Personnel Staff Clerk
Personnel Staff Supervisor
Personnel Supervisor
Plant Accountant
Plant Extension Engineer
Plant Foreman
Plant Manager
Plant Payroll Supervisor
Plant Practices Supervisor
Plant Records Supervisor
Plant Training Supervisor
Plant Units Control Supervisor
Power Engineer
Practices Supervisor
President
Production Manager
Program Planning Engineer
Property Records Supervisor
Protection and Foreign Wire
Relations Engineer
Public Office Manager
Radio Development Engineer
Radio Engineer
Rate Engineer
Records Secretary
Recruiting Supervisor
Repair Clerk's Supervisor
Repairman Foreman
Repair Service and Line Station
Maintenance Supervisor
Repair Supervisor
Repeater and Carrier Engineer
Revenue Accounting Results
Supervisor
Revenue Methods Supervisor
Right of Way Supervisor
Rural Development Supervisor
Rural Service Manager

Rural Service Supervisor
 Safety Methods Supervisor
 Safety Supervisor
 Sales Supervisor
 School Instructor
 Secretarial Assistant
 Secretarial Stenographer (In the
 Personnel, Legal, and General
 Plant, Traffic, Accounting, En-
 gineering and Commercial Per-
 sonnel Departments and all
 others regularly performing con-
 fidential labor relations
 duties.)
 Secretary
 Secretary of the Company
 Secretary and Assistant Treasurer
 Secretary, E.B.C.
 Service and Accounting Engineer
 Service Foreman
 Service Observing Supervisor
 Special Accountant
 Special Clerk
 Special Contract Service Engineer
 Special Contract Service Supervisor
 Special Government Accounts
 Supervisor
 Special Representative
 Special Studies Engineer
 Staff Assistant
 Staff Supervisor
 *State Auditor
 *State Cashier
 *State Chief Engineer
 *State Manager
 *State Plant Superintendent
 *State Traffic Superintendent
 Statistical Accountant
 Statistician
 Stenographer (In the Personnel,
 Legal, and General Plant,
 Traffic, Accounting, Engineering
 and Commercial Personnel Depart-
 ments and all others regularly
 performing confidential labor
 relations duties.)

Student Engineer
 Suburban Manager
 Supervising Accountant
 Supervising Cable Foreman
 Supervising C. O. Clerk
 Supervising C. O. Foreman
 Supervising Circuit Load Clerk
 Supervising Clerk
 Supervising Construction Foreman
 Supervising Customer Service
 Engineer
 Supervising Directory Clerk
 Supervising Draftsman
 Supervising Engineer
 Supervising Financial Clerk
 Supervising Installation Foreman
 Supervising Mail Clerk
 Supervising Peg Count Clerk
 Supervising Plant Engineer
 Supervising Route Clerk
 Supervising Service Foreman
 Supervising Service Observer
 Supervising Stenographer
 Supervising Switchman
 Supervisor
 Supervisor of Toll Tariffs
 Supervisor, Public Relations
 Supplies and Motor Vehicles
 Superintendent
 Supplies Methods Supervisor
 Supplies Supervisor
 Supplies Superintendent
 Survey Engineer
 Tax Supervisor
 Test Desk Foreman
 Test Desk Supervisor
 Ticket Arranging Supervisor
 Toll and T.W.X. Supervisor
 Toll Billing Supervisor
 Toll Circuit Engineer
 Toll Circuit Layout Supervisor
 Toll Circuit Order Supervisor
 Toll Development Engineer
 Toll Equipment Facilities
 Supervisor
 Toll Facilities Engineer

Toll Fundamental Plans Engineer
Toll Maintenance Supervisor
Toll Plant Engineer
Toll Program Planning Engineer
Toll Rate Supervisor
Toll Rating Supervisor
Toll Reports Supervisor
Toll Routing Supervisor
Toll Studies Engineer
Toll Supervisor
Toll Testboard Foreman
Toll Testboard Supervisor
Trade Mark Supervisor
Traffic Engineer
Traffic Manager
Traffic Methods Supervisor
Traffic Results Supervisor
Traffic Supervisor
Training Supervisor
Transmission and Protection
Engineer
Transmission Engineer
Transmission Maintenance
Supervisor
Traveling Auditor
Treasurer
Unit Supervisor
Vice President
Voucher Supervisor
War Activities Engineer
Watchman
Western Electric Bill Supervisor

Name of state is part of title in place of the word "State".



1989

BELLSOUTH

Ray B. Howard
Vice President-Industrial
Relations and Benefits

Suite 2004
1155 Peachtree Street, N.E.
Atlanta, Georgia 30367-8000
404 249-2080

September 18, 1989

Mr. G. C. Russo
Vice President
District 3
Communications Workers of America
3516 Covington Highway
Decatur, Georgia 30032

Dear Mr. Russo:

As discussed during bargaining of the 1989 Working Agreement, it is the intention of the Company to provide all employees tested for job vacancies their test qualification status.

Furthermore, employees may request more specific test feedback. Such feedback is intended to provide guidance and recommendations on how the employee may improve their skills on some BellSouth tests, e.g. skills tests such as the Data Entry Skills Test. In such instances, candidates are provided verbal or written feedback, as appropriate.

Additionally, equal in importance to providing test feedback is the commitment to provide test information to employees entering most testing situations. Information on sample test availability will be posted on designated company bulletin boards where anticipated vacancies are posted. This will help in the preparation for the testing session.

We will be working throughout the region to ensure that appropriate test performance feedback principles are being followed.

Sincerely,



R. B. Howard
Vice President -
Employee Relations
and Benefits

cc: R. M. Dunn
H. E. Palmes
D. J. Thompson

1991

MEMORANDUM OF AGREEMENT

Systems Designer I, Systems Educator, Project Control Manager, Vendor Account Coordinator, Account Executive (formerly Small Business Account Executive), Service Consultant

The above jobs were reviewed by the Joint Job Review Team to determine proper placement within or outside of the bargaining unit. The job functions performed by the Vendor Account Coordinator and Account Executive (SBAE) are considered by the parties to be outside of the bargaining unit. The job functions performed by the Service Consultant and Systems Educator are considered by the parties to be in the bargaining unit and will be performed by the Service Consultant. Moreover, it is agreed there are some job functions currently being performed by the Systems Designer I and Project Control Manager that appropriately belong in the bargaining unit.

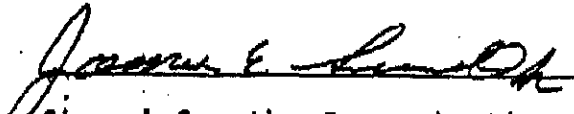
With few exceptions, functions performed by the Systems Designer I and the Project Control Manager in the pre-sale environment are considered to be management and outside of the bargaining unit. This includes, but is not limited to, account planning, analysis and design, pricing, customer technical support, and other responsibilities as outlined in the job descriptions. However, Service Consultants may be required to perform some non-management activities in the pre-sale environment such as physical inventory/station review, as distinguished from system configuration, which is a management function. Further, in some instances, it may be appropriate for the Service Consultant to interact with the customer in the pre-sale environment to discuss such things as feature capabilities, training and implementation schedules. Such functions are considered to be bargaining unit work.

Functions performed by the Systems Designer I and Project Control Manager in the post-sale environment that appropriately are bargaining unit Service Consultant job duties are: service order issuance; implementation; customer education; and bill explanation.


Further, from among the current aforementioned management employees, the Company will designate those to be assigned as Service Consultants. Placement of these employees will not cause a force surplus. For those assigned as Service Consultants, their wage length of service and placement will be on the appropriate wage step (or next higher, if between) of Wage Scale 36. This will be determined according to their management base rate of pay as of October 31, 1991, converted to a weekly wage rate (annual base rate divided by 52.2), not to exceed the maximum rate of Wage Scale 36. Those whose management base rate of pay exceeds the maximum rate of Wage Scale 36 will receive a semi-monthly supplement in the amount of the difference that

their management pay, converted to a weekly wage rate as described above, exceeds the applicable Wage Scale 36 top rate of pay. They will continue to receive this supplement until such time as their wage entitlements on Wage Scale 36 equals or exceeds their October 31, 1991 management base rate of pay, or until October 31, 1994, or reassignment to another job, whichever comes first. All wage and wage related treatment under the Labor Agreement (e.g., overtime, pay for work on Sunday, differentials, etc.) will be based on Wage Scale 36, exclusive of the supplement. Provisions of Article 17.03C will be applicable for these employees.

Placement of these duties within the bargaining unit will be implemented no later than six months following the signing of this agreement by the parties.


Signed for the Communications
Workers of America


Signed for BellSouth
Corporation


Signed for BellSouth Services,
South Central Bell Telephone
Company, and Southern Bell
Telephone and Telegraph Company

Date: 10/24/91

EMPLOYEE INFORMATION PACKAGE

- Q. Please explain how the pay will be reconciled for the Service Consultants who are assigned to the title from management positions.
- A. Their wage length of service and placement on the appropriate Wage Scale 36 wage step (or next higher step if between) will be effective as of the date of the downgrade and will be calculated by dividing their annual management base rate of pay as of October 31, 1991 by 52.2 (converts to a weekly wage rate). This weekly wage rate cannot exceed the maximum rate for Wage Scale 36.
- Q. What about those whose weekly wage rate (figured by dividing the October 31, 1991 annual management rate by 52.2) exceeds the maximum weekly rate for Wage Scale 36?
- A. They will receive a semi-monthly supplement in the amount of the difference that their management pay, converted to a weekly wage rate as described above, exceeds the applicable Wage Scale 36 top rate of pay.
- Q. How long will this supplement be paid?
- A. They will continue to receive the supplement until such time as their wage entitlements on Wage Scale 36 equal or exceed their October 31, 1991 management base rate of pay or when they are reassigned to another job, whichever comes first.
- Q. For those Service Consultants receiving the supplement, will it be included in computation of overtime, differentials, etc.?
- A. No. All wage and wage related treatment under the Labor Agreement (e.g. overtime, Sunday work, differentials, etc.) will be based on Wage Scale 36 exclusive of the supplement.
- Q. At what intervals will this supplement be paid?
- A. It will be paid in the same bi-weekly clerical pay draft in which non-management wages are paid.

- Q. All Service Consultants receiving the supplement will be at the maximum pay rate for Wage Scale 36. Will his/her total pay increase with any Wage Scale 36 maximum?
- A. No. A schedule increase in the Wage Scale 36 maximum (through bargaining) plus any cost of living adjustments (COLA) will decrease the amount of the supplement. Remember, the purpose of the supplement is to maintain the affected Service Consultants rate of pay at his October 31, 1991 management pay level, when that rate exceeded the maximum for Wage Scale 36.
- Q. Will the payment of any differentials, such as evening and night, or supervisory relief, reduce the supplement?
- A. No, such differential payments are over and above an employee's basic rate of pay and are not considered as changed in the Wage Scale 36 maximum. Therefore, the supplement would be unaffected.
- Q. If, through the Upgrade and Transfer Procedures, a Service Consultant transfers to another Wage Scale 36 job will he/she continue to receive the supplement?
- A. No, the supplement will be paid only as long as you remain in the Service Consultant job title.
- Q. Is the supplement considered management pay? In other words, will a Service Consultant also be considered to be on the management payroll as long as he receives a supplement?
- A. No. Effective October 31, 1991 those former management employees assigned to the Service Consultant title will be on the non-management payroll. Although the supplement will be paid on the same basis as management pay, it is a separate payment and should not be considered as management pay.

- Q. What do you mean when you say that the supplement, although not management pay, will be paid "on the same basis" as management pay?
- A. By that, we mean that it will be paid according to the same criteria by which management salary is paid. For example, assume that the net credited service of a Service Consultant recipient of the supplement is such that under the terms of the Labor Agreement there is a two day waiting period, without pay, for illness prior to eligibility for payments under the Employee Benefit Plan. In this situation, for the first two days of sickness absence the employee would be coded "T" and receive no Wage Scale 36 pay. However, there is no comparable waiting period in the payment of management salaries, so the supplemental pay would not be withheld for those two days?
- Q. If while receiving the supplement, a Service Consultant goes on Sickness Disability Benefits, how will his pay be handled?
- A. Let's assume, for example, that the Service Consultant's Sickness Disability Benefits eligibility entitles him to four weeks of full pay and forty-eight weeks of half pay. He would receive his full Wage Scale 36 pay and his full supplement for the first four weeks of disability. Thereafter, should the disability continue, he would receive one half of his Wage Scale 36 pay and one half of his supplement for up to forty-eight weeks. As explained previously, the supplement will be paid "on the same basis" as management pay. This would apply to benefit payments, pay during Anticipated Disability Leaves, pay during Military Leaves, etc.
- Q. How will an employee's eligibility for a Management Team Incentive Award (MTIA) for 1991 performance be affected by assignment to the Service Consultant title?
- A. The employee is not eligible for an MTIA. The employee is eligible to receive an NTIA. The NTIA amount will be determined based on six (6) months management service and six (6) months non-management service.
- Q. Will the Service Consultant also be eligible for an Individual Incentive Award (IIA) for 1991 performance for the six (6) months they were management?
- A. No, to be eligible for an IIA, an employee must be in a participating management pay grade on December 31 of the performance year. Since these employees will be in the bargaining unit on December 31, 1991, they will not be eligible for an IIA.

- Q. Will former Pay Grade 3 managers assigned to the Service Consultant title covered by the Company's Salary Transition Protection Plan?
- A. No, this plan is for employees who are transferred or reassigned to a lower pay grade within management.
- Q. According to the Working Agreement, a bargaining unit employee is entitled to one (1) unpaid and four (4) paid Excused Work Days each year. Will the Service Consultant be eligible for these EWDs on September 1, 1991 when reassigned to the bargaining unit?
- A. Yes, however, any management personal days taken will be deducted from the number of paid Excused Work Days for which they are eligible for the remainder of 1991.
- Q. The upgrade and transfer provisions of Article 12 of the Working Agreement require fifteen (15) months time-in-title and time-in-exchange for Wage Scale 36. Will this apply for this group of Service Consultants?
- A. These requirements will apply for any subsequent moves to another bargaining unit title, or to Service Consultant opening in another exchange. Their time-in-title waiting period began when they started performing the Service Consultant function. So, many of these Service Consultants' time-in-title has already expired.

Q. How is the assignment of these managers to the bargaining unit going to affect their pensions?

A. The rules explained on pages 16 -17 of the BellSouth Pension Plan Summary Plan Description apply. These rules apply to any employee who transfers from the BellSouth Management Pension Plan to the BellSouth Pension Plan, and are as follows:

"If you transfer to this Plan from the BellSouth Management Pension Plan, your pension for your term of employment will be based on the provisions of that plan in effect on the day preceding transfer. Plus your pension for your term of employment on and after the date of transfer will be based on the provisions of this Plan at retirement.

However, once you complete a term of employment of three years in this plan, you will receive the greater of:

- * the pension under this Non-Management Plan determined by using all years of your term of employment;
- or
- * your pension from the BellSouth Management Pension Plan computed under that plan as in effect on the day preceding your transfer, plus your pension under this Plan in effect at retirement.

For purposes of determining your eligibility for a pension, your service in both plans will be counted." (NCS date at Retirement thru date of Retirement.)

Pension computations can be rather involved, and vary between individuals. They should refer to the summary plan descriptions of both the BellSouth Pension Plan (non-salaried) and the BellSouth management Pension Plan for answers to their particular pension questions. If these booklets do not provide adequate answers, then they should call the Benefit Office (toll free) 1-557-6179 for SCB area, (toll free) 780-2029 for SB area, all others (205) 733-3001.

Q. How is this move going to affect their participation in the Management Savings Plan?

A. When a participating employee changes from a salaried to a non-salaried status for more than 30 days, contribution to the Management Savings Plan shall be suspended as of the effective date of the status change. Such employees wishing to resume participation under the non-salaried savings plan will have to call the TPC at 1-800-872-8722 to enroll in the SSP.

Q. What about the savings they now have in the Management Savings Plan up to the date of status change? What happens to those savings?

A. One may elect prior to the end of the six-month period (beginning with the end of the month in which the status changed to non-salaried) to transfer the value of the account to the BellSouth Savings and Security Plan. To do this, the employee should enroll first in the Savings and Security Plan and designate their preferred investment direction. Once enrolled, the employee should call the Transaction Processing Center at 1-800-872-8722 to transfer their entire balance from the Management Savings Plan to the Savings and Security Plan.

If one does not enroll in the Savings and Security Plan, the value of the employee's Management Savings Plan account will automatically be transferred, as soon as practicable, to an account established for the employee in the Savings and Security Plan and invested entirely in the BellSouth Shares Fund.

Q. But suppose one is later promoted to management after having transferred his balances from the management to the non-salaried savings plan?

A. The same basic rules would apply that applied when he went to the non-salaried plan. He would have six (6) months from the date of becoming a management employee to elect to transfer back to the Management Savings Plan.

- Q. If he does not elect to transfer his balances from the management to the non-salaried plan within six (6) months from date of status change, and is promoted to management, what will happen to his account?
- A. His account will still be in the Management Savings Plan and will remain there. His participation in the non-salaried plan would be suspended and he would need to re-enroll in the management plan. His balance in the non-salaried plan would need to be transferred to the management plan within six (6) months by calling the Transaction Processing Center 1-800-872-8722.

Additional savings plan questions may be referred to 1-557-6179 extension 3009 if SCB area or 780-2029 extension 3009 if SB area.

MEMORANDUM OF AGREEMENT

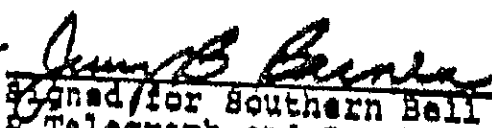
Force Administration (Customer Services)

Upon review by the Joint Job Review Team, the parties do hereby agree there are some center administrator job functions currently being performed by management that appropriately belong in the bargaining unit. Furthermore, it is agreed that these bargaining unit duties will be performed by Administrative Reports Clerks (WS 10). These duties include, but are not limited to, the following:

- Monitors force data and makes necessary adjustments as directed
- Records open/closed key time as directed by management
- Documents and reports system outages
- Relays available closed key time according to needs/priorities as provided by management
- Answers telephone for manager and assistant managers and takes messages
- Other responsibilities as outlined in the Job Brief and Qualifications for this title.

Placement of these duties within the bargaining unit will begin upon the signing of this agreement by the parties and will be fully implemented no later than October 1, 1991.


Signed for The Communications
Workers of America

 7-8-91
Signed for Southern Bell Telephone
& Telegraph and South Central Bell
Telephone & Telegraph

1995

BellSouth Telecommunications, Inc. 404 529-7391
Room 4419
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

Jerry B. Barnes
Executive Director
Labor Relations

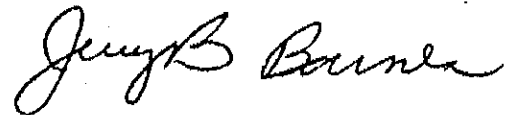
October 4, 1995

Mr. Noah Savant
Administrative Assistant, District 3
Communications Workers of America
3516 Covington Highway
Decatur, Georgia 30032

Dear Noah:

Recent discussions between you and me and my staff have confirmed and clarified the intent of a number of items that were bargained this summer. Those items are summarized on the attachment. Please sign if you concur.

Sincerely yours,



Attachment

1995 BARGAINING INTENT - STAFFING ISSUES

Article 1.15

1) The transfer provisions of the second paragraph of 1.15 were bargained only for transfers caused by Company reorganization or restructuring and do not apply to all moves that are coded as Company-initiated. These provisions will not be applicable, for example, when a surplus employee moves to another organizational unit through the application of Article 7.

2) Employees who are moved due to Company reorganization may, in a subsequent force adjustment, be grouped not only with employees in their previous organizational unit but with employees in other organizational units if the original employees were reassigned among several OU's rather than between two. The employees who are **still performing the same basic job duties they performed in the original organizational unit** will be grouped and treated under Article 7 as if the reorganization never occurred, regardless of the number of OU's involved.

Article 7.01

1) Once given information on all their options (7.01C1, 7.01C2), surplus and potentially bumped employees will have 5 calendar days to rank their choices.

2) Bumping lists will be trued up (last added, first removed) as the surplus is satisfied through other means up until the time the first assignment is made from the bumping list.

3) At 7.01C2, SIPP provisions for bumped employees are just the same as described in 7.01C1a for surplus employees, including ESIPP.

4) Surplus/bumped employees may select one ESIPP choice (at or below their wage scale, same organizational unit, same family of skills) in any exchange greater than 35 miles from their present exchange, anywhere in the Company. Selectors will not automatically search for such placement opportunities, but will work with employees on jobs/locations that they identify.

- 5) As a general practice, ESIPP will not be used to create vacancies in exchanges where there is an announced or declared surplus.
- 6) The bumping choices of employees in the new Article 7 are, as in past, limited to the same, equal or lower rated titles held by employees who are junior to them.
- 7) The bumped employee may remain on the job for the period of time it takes to train the senior employee who has claimed his or her job if training is required.
- 8) At 7.01C1f(2), employees to bump will be in any exchange within 35 miles, including the affected employee's present exchange. Our intent was that the ESTW, Title, and Family of Skills categories on the 35-Mile List will include employees "in **the exchange** or any exchange within 35 miles."
- 9) Employees bumped from the State List at 7.01C1f(3) are entitled to relocation expenses under 7.01H.

Article 10.01

1) Intent was to move the functionality of 10.01A6 ('92 contract) into 10.01A2 and have the Placement Bureaus collect, on behalf of the departments, the requests that previously went to the employee's Operations Level. Since no similar language appeared in 10.01A6, the last two sentences of 10.01A2:

- request must be received 14 days in advance
- only two 10.01A2 requests will be active at any time

will not be applied to these requests for reassignment in the same title, department, and place of reporting.

James B. Barnes
Executive Director-Labor Relations

Date: 10-4-95

CONCURRED:

Noah V. Scurant
Administrative Assistant-CWA

Date: 10-4-95



1999

BellSouth Telecommunications, Inc. 404 870-8740
Suite 2800 Fax 404 870-8744
600 West Peachtree Street
Atlanta, Georgia 30308

Sylvia L. Williams
Director - Labor Relations

September 27, 1999

Ms. Beverly Hicks
Administrative Assistant to the Vice President
Communications Workers of America
District 3
3516 Covington Highway
Decatur, Georgia 30032


Dear Beverly:

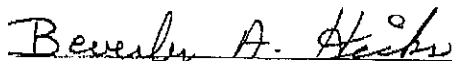
We have had several discussions regarding the placement of temporary employees in permanent positions. As a result of our discussions, effective October 1, 1999 the following will apply:

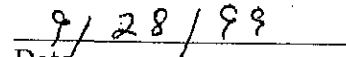
- **When a regular vacancy can be filled by an "Applicant" and we fill it with a Temporary employee, the associated paperwork will be handled as if the move had been a transfer. Since the employee will be placed in the permanent position as the result of an employee initiated request under Article 12.01B1b1; they will be held to the time-in-title and time-in-location provisions of the permanent job. However, if under these circumstances, a temporary employee is placed in a regular vacancy in the same title, exchange and work location, his time-in-title and time-in-location will not start over.**

Please indicate your concurrence by signing below.

Sincerely,




Concurred by the Union


Date

2001

MEMORANDUM OF AGREEMENT
Easy Time (ET)

This agreement between the Communications Workers of America (CWA) and BellSouth Telecommunications (BST) outlines the understanding reached by the parties in regard to the implementation of Easy Time (ET).

During 2000, Easy Time was trialed in Consumer in Alabama, Louisiana, and Mississippi and proved to be very successful.

This agreement allows the ET plan to cover all Consumer Service Representatives, Consumer Collection Representatives and Office Assistants in BST.

Purpose of Easy Time: Provide employees with greater flexibility and control of time off needed as a result of personal and/or family obligations.

Guidelines:

- Fifteen-minute increments of time, up to two full vacation days, are available to employees for personal and/or family obligations.
- An increment may be taken at any time during the vacation schedule period, provided not more than 25% of the work group has already been granted time off. In the event more than 25% of the work group is scheduled off, then the time may be granted consistent with the needs of the business.
- Employee will advise supervisor or in-charge personnel that ET is needed. No justification is required.
- Holidays and Mondays are not available for ET use.
- ET can be used after the fact, but the employee MUST notify the supervisor or in-charge personnel during the first session of the scheduled tour and the 25% rule will still apply.
- ET is not an option available for use for the employee's personal illness.
- Employees will be required to identify the scheduled vacation day from which ET time will be deducted. Once a whole day is broken with ET time, that day must be used in its entirety before another day is broken.
- ET cannot be denied (except for the limits of the 25% rule) and no reason has to be given by the Rep for ET. Other time off could be denied due to service requirements, while ET was granted. If other time off is unavailable, the request can be changed to ET and may be granted subject to the 25% rule.

OMISSION: The parties have attempted to include in the MOA all issues associated with the Easy Time (ET) program. To the extent a situation arises that was not contemplated by the parties, it is agreed to initiate discussion at the Executive Level in an effort to resolve such matters.

DURATION: This MOA will be effective April 1, 2001 and remain in effect until **TBD.**

For the Union

Beverly A. Hicks

Beverly Hicks
Administrative Assistant
CWA/District 3
Date: 4-1-01

For the Company

Michael Matthews

Michael Matthews
Executive Director/Labor Relations
BellSouth
Date: 4/1/01

Consumer Services Announcement Introduction Of Easy Time

Consumer Service Business Office and Collections Center employees have frequently expressed the desire for greater flexibility in dealing with unexpected personal obligations. In response to these employee concerns, Consumer Services is pleased to announce the introduction of Easy Time, effective April 1, 2001. The purpose of Easy Time is to provide employees with greater flexibility and control of time off needed as a result of family and/or personal obligations. During 2000, Easy Time was very successfully trialed in Alabama, Louisiana, and Mississippi. The following Easy Time guidelines cover all Consumer Service Representatives, Collections Representatives and Office Assistants.

Easy Time Guidelines

- Fifteen-minute increments of time, up to two full vacation days, are available to employees for personal and/or family obligations
- An increment may be taken at any time during the vacation schedule period, provided not more than 25% of the work group has already been granted time off. In the event more than 25% of the work group is scheduled off, then the time may be granted consistent with the needs of the business.
- Employee will advise supervisor or in-charge personnel that Easy Time is needed. No justification is required.
- Holidays and Mondays are not available for Easy Time
- Easy Time can be used after the fact, but the employee must notify the supervisor or in-charge personnel during the first session of the scheduled tour and the 25% rule will still apply.
- Easy Time is not an option for use for an employee's personal illness.
- Employees will be required to identify the scheduled vacation day from which Easy Time will be deducted. Once a whole day is broken with Easy Time, that day must be used in its entirety before another day is broken.
- Easy Time cannot be denied (except for the limits mentioned above) and no reason has to be given by the employee for Easy Time. Other time off could be denied due to service requirements, while Easy Time was granted. If other time off is unavailable, the request can be changed to Easy Time and may be granted subject to the 25% rule.

A new Memorandum of Agreement between BellSouth and CWA covers these provisions regarding the implementation of Easy Time.

We are continually searching for ways to improve the work environment within our Sales, Service and Collections offices. We hope that you find Easy Time to be responsive to your needs and that it provides you with the greater flexibility you have told us you need in controlling your time off.

Easy Time Qs & As

Question: Who is responsible for approving the use of **Easy Time**?

Answer: No approval is required. The employee advises a supervisor in the office or the In-Charge desk?

Question: Will the **Easy Time** program be guaranteed for all of 2001?

Answer: Yes, a new Memorandum of Agreement between BellSouth and CWA ensures the existence of **Easy Time**.

Question: Can **Easy Time** be used after the fact, i.e., if an employee is late to work because of a flat tire, would it be possible to use fifteen minutes of vacation time rather than being coded tardy?

Answer: Yes, it can be used after the fact. It will be necessary for an employee to notify the office during the first session of the scheduled tour and it will also be subject to the 25% rule.

Question: Can **Easy Time** be used for personal illness?

Answer: If a personal illness is reported, **Easy Time** is not an option available for use by the employee.

Question: How does the 25% rule affect my ability to use **Easy Time**?

Answer: If more than 25% of the employees scheduled to work during the time you wish to use **Easy Time** are not at work, your request may not be allowed.

The 25% calculation is time specific. "Time specific" means that a decision is made regarding those employees who are scheduled during the specific period the **Easy Time** is requested. If more than 25% of those employees scheduled during the requested time are absent for sickness (incidental or benefits), for Union absences, for vacation, EWDs, or optional holiday (provided the employee is off), the requested time may not be granted unless business conditions will permit.

Easy Time Os & As

Question #1: Are regular days off to be used in determining the 25% of the work group absence base when deciding whether or not to grant an Easy Time request?

Answer: *No, the 25% is calculated considering known absences for those employees "scheduled to work".*

Question #2: Will the Easy Time program be guaranteed for the remainder of the year 2001?

Answer: *Yes, based upon the Memorandum of Agreement between BellSouth and CWA which became effective April 1, 2001.*

Question #3: Can Easy Time be used after the fact, i.e., if an employee is late to work because of a flat tire, would it be possible to use fifteen minutes of vacation time rather than being coded tardy?

Answer: *Yes, it may be used after the fact subject to the 25% Rule. It will be necessary for an employee to notify the office during the session in which Easy Time is being requested.*

Question #4: Can Easy Time be used for personal illness?

Answer: *If a personal illness is reported, Easy Time is not an option available for use by the employee.*

Question #5: How does the 25% rule affect my ability to use Easy Time?

Answer: *If more than 25% of the employees scheduled to work during the time you wish to use Easy Time are not at work, your request may not be allowed.*

The 25% calculation is time specific. "Time specific" means that a decision is made regarding those employees who are scheduled to work (assigned work hours) during the specific period the Easy Time is requested. If more than 25% of those employees scheduled to work during the requested time are absent for sickness (incidental or benefits), for Union absences, for vacation, EWDs, or optional holiday, the requested time may not be granted unless business conditions will permit.

Example: In a work group of 60 employees, 50 employees are scheduled to work for the day. One employee puts in a request for Easy Time from 1:00-3:00 p.m. Since 50 employees are scheduled to work from 1:00-3:00 p.m., known absences must be identified (lunch time not included in determining absence). The known absences for this specific period of time are as follows: 4 employees out ill; 1 employee who was scheduled to work with hours assigned has gone into benefits (IB); 2 employees who were scheduled to work with assigned hours had pending requests for vacation granted; 1 employee is out for union activity (UA) -- yielding a total of 8 employees out of the original scheduled work force. Therefore, since less than 25% or 13 employees of the originally scheduled 50 employees ($50 \times .25 = 13$) are out, the Easy Time request will be granted.

Question #6: How does a request for Easy Time affect the scheduling of other time off?

Answer: A request for Easy Time WILL be granted unless any or all of the following conditions occur:

- Request for Monday
- Request for Holiday
- Exceeds 25% rule

If 2 or more requests for Easy Time are made at the same time, seniority should rule. If a request for easy time and a request for other paid time off are made at the same time, the request for Easy Time would be granted first.

NOTE: Easy Time was designed to stand on its own, therefore other requests for time off will be processed through normal procedures.

Question #7: If an employee takes a few hours of Easy Time from one of the designated days prior to that scheduled vacation day, does the employee have to take the remaining portion of the vacation day when that scheduled day arrives?

Answer: No, the employee may continue to use the unused Easy Time through the remainder of the calendar year or he/she may elect to reschedule the remaining hours to an available day during the remainder of the current calendar year.

Question #8: How will the hours taken as Easy Time be tracked?

Answer: *The employee must identify which scheduled vacation day is to be used for Easy Time, and the hours taken as Easy Time will be reflected as "VPP".*

Question #9: *If an employee designates a vacation day scheduled during the last week of the calendar year under selection (refer to Section 5.07B4c of the Contract) as Easy Time, does the employee have to reschedule the remaining days of that week?*

Answer: *No, the remaining days will be granted as initially scheduled. Such days will not be changed at the initiative of the Company per Section 5.07D of the Contract.*

Question#10: *Can a carryover day be identified as a day from which to deduct Easy Time?*

Answer: *Yes, however, all incremental Easy Time hours must be used prior to the end of the current calendar year as Easy Time is not available for carryover.*

2005



South S41
3535 Colonnade Parkway
Birmingham, AL 35243

(205) 977-3481
FAX (205) 977-1587

Steven H. Frost
Director - Human Resources
Corporate Labor Relations

May 3, 2005

Beverly Hicks
Assistant to the Vice President
Communications Workers of America
3516 Covington Highway
Decatur, GA 30032

Dear Beverly:

Recently a question was asked at continuous bargaining concerning the differences between the Utility Operations contract and the BST contract regarding vacation days and personal paid days and how to treat these days when a Utility Operations employee transfers to BST. This letter is to provide clarification and reaffirm how to treat vacation days and personal paid days for employees transferring to BST.

Utility Operations employees are entitled to three weeks of vacation after obtaining five years of service. BST employees are not entitled to three weeks of vacation until they have obtained seven years of service. A Utility Operations employee that has between five and seven years of service is only entitled to transfer two weeks of vacation to BST. The transferring Utility Operations employee should take the additional week or additional days of vacation available in Utility Operations prior to the transfer effective date or those days are lost.

If the personal paid days (up to three days), as outlined in the Utility Operations working agreement, have not been taken prior to the transfer they can be converted to excused work days as outlined in the BST contract. If the employee was not in the BST bargaining unit on January 1 of the year, he/she will not be entitled to additional excused work days (one paid and one unpaid) for that calendar year.

This clarification is consistent with a similar BAPCO letter issued in March 1993 regarding paid time off and with a September 1998 letter addressing issues involving transfers between entities. Please contact me at 205-977-5555 or Belinda Lacey at 205-977-2764 if you have any questions or want to discuss further.

Sincerely,

2008



Michael L. Matthews
Vice President
Labor Relations

3535 Colonnade Parkway
North
Suite N5H
Birmingham, AL 35243

T: 205 977-0722
F: 205 977-1587
Mike.matthews@att.com

February 8, 2008

Mr. Noah Savant
Vice President, District 3
Communications Workers of America
3516 Covington Highway
Decatur, Georgia 30032

Dear Noah,

This is to confirm and clarify the intent of the application of Article 1.17 effective with the processing of first quarter 2008 surplus.

If an employee is transferred at the Company's instance from one organizational unit to another during the life of the 2004 BST Working Agreement, due to reorganization (not through surplus placements) and there is a subsequent force adjustment in either the old or the new organizational unit the following scenarios would occur:

Scenario 1

If there is a force adjustment in their former organizational unit and he/she is still performing the same basic job duties as he/she performed in the previous organization, then the employee will be grouped back with their former organization as if the move did not occur.

- From this combined grouping a determination will be made to identify the most junior employees in the title performing essentially the same type work in the exchange to be processed through Article 7.
- This grouping of combined employees would also be used to identify SIPP takers who are performing essentially the same type work and to build bump lists.
- If the most junior employees in the surplus organization were not identified as the surplus, they will pre-bump the most junior employees in the other organization that have been identified as the surplus employees. This physical movement would take place in conjunction with the displacement date.
- If the employees that were moved to the new organizational unit are not performing essentially the same type work as the declared surplus but are in the same family of skills, they could still be at risk for bumping.

Scenario 2

If there is a force adjustment in the new organizational unit where the employee was moved to, and that employee is still performing the same basic job duties as he/she performed in their previous organization, and he/she is identified as a surplus employee in their new unit, then that employee will be grouped back with their former organization as if the move did not occur.

- From the combined grouping a determination will be made to identify the most junior employees in the title performing essentially the same type work in the exchange to be processed through Article 7.
- This grouping of combined employees would also be used to identify SIPP takers who are performing essentially the same type work and to build bump lists.
- If the most junior employees in the surplus organization were not identified as the surplus, they will pre-bump the most junior employees in the other organization that have been identified as the surplus employees. This physical movement would take place in conjunction with the displacement date.
- If the employees in the former organizational unit are not performing essentially the same type work as the declared surplus but are in the same family of skills, they could still be at risk for bumping.

Scenario 3

If there is a force adjustment in the new organizational unit where the employee was moved to, and that employee is not identified as surplus in that force adjustment, he/she could still be at risk to be bumped and would be treated as a surplus employee in the new organizational unit and would not have any options to their former organizational unit.

If you concur, please sign and return.

Labor Relations
AT&T Southeast

Concurred:

Date:

Vice President
CWA District 3

Article 1.17

February 8, 2008

Scenario 1

The following Electronic Technicians in the Network organization were moved to the Interconnect organization:

<u>Employee Name</u>	<u>NCS</u>
Employee A	6/1/69
Employee B	6/5/96
Employee C	12/31/98

There is a surplus declared in the Network organization of 3 Electronic Technicians and the most junior in that organization doing ESTW are:

<u>Employee Name</u>	<u>NCS</u>
Employee D	1/1/90
Employee E	4/2/91
Employee F	5/2/92
Employee G	6/1/95

February 8, 2008

Scenario 1 (continued)

The following is the listing of the combined groups:

<u>Employee Name</u>	<u>NCS</u>
Employee A	6/1/69 (Interconnect)
Employee D	1/1/90 (Network)
Employee E	4/2/91 (Network)
Employee F	5/2/92 (Network)
Employee G	6/1/95 (Network)
Employee B	6/5/96 (Interconnect)
Employee C	12/31/98 (Interconnect)

If it is determined that all of these employees are doing ESTW.

The 3 most junior that will be identified as surplus are:

- Employee Name
- Employee G
- Employee B
- Employee C

February 8, 2008

Scenario 1 (continued)

Since the two most junior employees (Employee C and Employee B) are in the Interconnect organization, the 2 most senior of the potential surplus group would pre-bump Employee C and Employee B. This physical movement would take place in conjunction with the displacement date.

Employee A is locked into SIPP. He would be granted SIPP to save the most senior surplus employee, Employee G, and the remainder would be processed through the force adjustment procedures.

If it is determined that the employees in the Interconnect organization do not do ESTW as the declared function in Network:

The following employees would be identified as surplus:

<u>Employee Name</u>	<u>NCS</u>
Employee E	4/2/91
Employee F	5/2/92
Employee G	6/1/95

February 8, 2008

Scenario 1 (continued)

The bump list for these 3 employees would be built as follows:

<u>Employee Name</u>	<u>NCS</u>	<u>Employee Name</u>	<u>NCS</u>
Employee E	4/2/91	Employee C	12/31/98
Employee F	5/2/92	Employee B	6/5/96
Employee G	6/1/95	-----	-----

February 8, 2008

Scenario 2

There is a surplus declared of 3 Electronic Technicians in the Interconnection organization and the 3 most junior in that organizational unit are the following:

<u>Employee Name</u>	<u>NCS</u>
Employee A	6/1/69
Employee B	6/5/96
Employee C	12/31/98

These employees would be grouped back with their former organizational unit of Network.

<u>Employee Name</u>	<u>NCS</u>
Employee A	6/1/69 (Interconnect)
Employee D	1/1/90 (Network)
Employee E	4/2/91 (Network)
Employee F	5/2/92 (Network)
Employee G	6/1/95 (Network)
Employee B	6/5/96 (Interconnect)
Employee C	12/31/98 (Interconnect)

February 8, 2008

Scenario 2 (continued)

It is determined that all of these employees do ESTW as the function that was declared surplus.

The surplus employees would be:

<u>Employee Name</u>	<u>NCS</u>
Employee G	6/1/95 (Network)
Employee B	6/5/96 (Interconnect)
Employee C	12/31/98 (Interconnect)

Employee A would pre-bump Employee G and would move to his position in the Network organization. That physical movement would take place in conjunction with the displacement date.

February 8, 2008

Scenario 3

There is a surplus declared in the Interconnect organization of Testing Technicians. The 3 Electronic Technicians Employee A, Employee B and Employee C are on a potential bump list and are bumped by senior employees. These employees would have the options that the original surplus employees had and would have no options tied back to the former unit of Network.

February 8, 2008

2010



John Trageser
Executive Director
Labor Relations

675 West Peachtree ST, NW
Suite 42N10
Atlanta, GA 30375

T: 404 927-3462
F: 404 927-3470
jt9467@att.com

April 21, 2010

Mr. Don LaRotonda
Assistant to Vice President
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. LaRotonda:

In exchange for the Union agreeing to remove the provisions and references of the Working Agreement applicable solely to public communications work, the Company agrees to reinstate those provisions in the event that it reenters the same traditional public pay phone business that it exited March 31, 2004.

Specifically, this agreement involves removing the references to Public from the following articles and subparagraphs, as numbered in the 2001 Working Agreement:

Table of Contents

1.16

3.07 Table B

4.06B

5.05H

5.12A2

12.01A1

12.01B4a

13.02B6

Appendix A, Part I

Appendix A, Part III

Appendix B, Part I—

- WS 11- Public Communications Counting Processor
- WS 12- Public Communications Operations Administrator
- WS 24 – Public Communications Technical Assistant
- WS 30 – Public Communications Technician
- WS 36 – Public Communications Consultant
- WS 40 – Coin Telephone Collector
- WS 45 – Public Telephone Technician

Appendix C, Part XV

Network Addendum




John Trageser
Executive Director
Labor Relations

675 West Peachtree ST, NW
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Atlanta, GA 30375

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jt9467@att.com

Those individuals in the PARTNERSHIP Job Bank holding a title listed above at the expiration of the 2001 Agreement shall continue to be paid in accordance with the provisions of Article 24.04C3 as if the title remained in existence at the same wage scale.


John P. Trageser
Executive Director
Labor Relation



3535 Colonnade Parkway
N5H
Birmingham, AL 35243

Michael L. Matthews
Vice President - Southeast
Labor Relations

Office: (205) 977-0722
Fax: (205) 977-1587

July 15, 2010

Judith R. Dennis
Vice President
District 3
Communication Workers of America
3516 Covington Highway
Decatur, GA 30032

Dear Judy:

Attached is signed MOA adding the Systems Specialist Technician title to the Skill Group 9 Family of Skills. This title was inadvertently left off when combining the CPE Family of Skills with the BST Family of Skills during 2009 bargaining. This restores the status quo.

Since this MOA restores the practice observed prior to the new contract, this restoration in no way changes how bump lists are created when involving the Systems Technician title. Specifically, Dedicated CPE Systems Technicians will continue to be excluded from bumping. By the same token, when a contract with a customer is terminated, the Dedicated CPE Systems Technician does not have the right to bump another dedicated technician.

If there are any questions, please feel free to call me.

Sincerely,

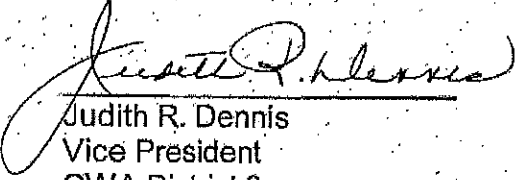
A handwritten signature in black ink, appearing to read "Mike", written over a horizontal line.

Michael L. Matthews

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement between the Communications Workers of America (the "Union") and BellSouth Telecommunications, Inc. d/b/a AT&T Southeast (the "Company") outlines an understanding reached in connection with the use of skill groups for surplus employees.

Skill Group 6 provides no opportunity for the Systems Specialist Technician in the CPE organization to exercise their bumping rights. In order to correct this situation the Union and the Company agree to add the Systems Specialist Technician title to Skill Group 9 with an asterisk.



Judith R. Dennis
Vice President
CWA District 3

Date: June 1, 2010



Michael L. Matthews
Vice President
Labor Relations

Date: 7/15/10

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into between the Communications Workers of America ("CWA"), BellSouth Telecommunications, Inc. ("BST") and BellSouth Communication Systems, Inc. ("BCS"), and outlines the understanding reached by the parties in connection with the transfer of Corporate Communications' work functions from BST to BCS.

- 1) BST will transfer to BCS all "Dedicated Technicians" currently assigned to the BST Corporate Communications organization. A "Dedicated Technician" is one who reports to a facility and who performs Corporate Communications-type work at the facility at least 90 percent of his/her work time.
- 2) Corporate Communications' employees who are not "Dedicated Technicians" will be handled for surplus and transfer purposes as follows:
 - (a) Employees performing work functions that are commonly performed by two different titles (i.e., Systems Technician and Network Technician) will be grouped together.
 - (b) BST will determine the number of such employees who are surplus. The surplus in each state will be addressed through Article 7 of the BST working agreement before employees are considered for transfer to BCS.
 - (c) Following a resolution of any surplus, BST will poll the remaining employees concerning their willingness to transfer to BCS. Volunteers will be transferred in seniority order. If there are not enough volunteers, BST will transfer in inverse order of

seniority the number of technicians required.

3) BCS agrees that "green circled" employees who previously bid on and received a position within BCS shall have full "green circled" status restored, effective with the signing of this agreement.

4) BCS agrees that it will move any of the remaining 61 employees that were employed by BCS at the time of the original contract negotiation, from the BCS wage scales to the "green circled" wage scales. All financial considerations will be from the BST Working Agreement with the exception of the Team Incentive Award. Other than wages and financial consideration all other provisions of the BCS Working Agreement remain applicable.

5) With the announcement of center consolidations and the pre-provisioning of Company buildings, BCS has a need for the position of temporary Wire Technician to handle the work load that will be created by these events. The Company plans to establish these positions and agrees not to contract out wiring services for Corporate Communications. Moreover, the term of employment will not be longer than six months for such temporary employees when they will be reclassified to regular full-time employees, and as such, will then first become eligible to participate in the employee benefit plans provided for under the BCS collective bargaining agreement.

6) NOW, THEREFORE: The parties agree that the following provisions will apply to employees transferring from the BST Corporate Communications organization to BCS pursuant to this Memorandum of Agreement:

Control Contract

The sole purpose in identifying a "control contract" is to simplify contract administration by designating a single Working Agreement that will apply, for the term of this MOA. There is no intent to modify the provisions of the Working Agreement now outstanding between BST and the Union.

The parties agree that the BST Working Agreement with the Union (effective August 9, 1992) shall apply to the employees subject to this MOA. The most recent contract supplement shall be used, as needed, to determine wage schedules, wage zones, force administration regions, and similar location-related terms.

In applying the BST Working Agreement, where the Agreement makes reference to "Headquarters" of "Executive Level", it is understood that these terms refer to the Senior Director-Human Resources.

"Green Circle" Treatment

All individuals covered by the MOA, who are assigned to BCS during the term of this MOA, shall be treated under the terms and conditions of the letter in Appendix E Part 1 of the BCS Working Agreement (see attached copy). Further, in the event of force adjustments such employees will be treated as if they had remained in BST for administering the provisions of the Force Adjustment article(s).

Upgrade and Transfer

The BCS employees covered by this MOA shall have the same Article 12 rights as BST employees in the same exchange in which they are located, and as if they had never moved to BCS.

Time in Title/Location

The time in Title/Exchange/Company requirements will not begin anew for BST employees who are subject to this MOA and who are subsequently employed by BCS.

Vacation Schedule

Former BST employees covered by this MOA will carry their reserve time and vacation schedule into BCS.

Grievances

Any grievance which is at the State or Headquarters level as of the date of this MOA and which involves a former BST employee who has become employed by BCS, will remain the responsibility of the BST and Union representative who would have handled the grievance in BST.

All other grievances will be handled in accordance with the provisions of the BCS Working Agreement.

Team Incentive Award (TIA)

The Team Incentive Award agreed to by BCS and the Union on February 15, 1993 is incorporated by reference and made a part of this MOA. (See attached copy)

Duration

This MOA shall become effective upon the date of signature and shall remain in effect until a new contract is negotiated and agreed to by BCS and the Union; or until 11:59 p.m., August 5, 1995.

Omissions

The parties have attempted to include in this MOA all issues associated with the employment of BCS and BST employees performing Corporate Communications functions. To the extent that situations arise that were not contemplated by the parties, the parties agree to initiate discussions at the Executive Level in an effort to resolve such matters.

For Bellsouth Communication Systems, Inc.:

Michael P. Matthews
Name

Senior Director - Human Resources
Title

5-11-94
Date

For Communications Workers of America:

James L. ...
Name

VP
Title

5-11-94
Date

For BellSouth Telecommunications, Inc:

Raymond F. ...
Name

Project Specialist
Title

5/11/94
Date



2011



3535 Colonnade Parkway
N5H
Birmingham, AL 35243

Michael L. Matthews
Vice President - Southeast
Labor Relations

Office: (205) 977-0722
Fax: (205) 977-1587
mm1133@att.com
www.att.com

April 29, 2011

Judith R. Dennis
Vice President - District 3
Communications Workers of America
3516 Covington Highway
Decatur, Georgia 30032

Re: Article 28 Process

Dear Judy:

As you will recall, when we last met we discussed the increase in requests for Article 28 meetings. In reviewing the attached documents regarding the handling of Article 28's it is evident in some instances we have drifted away from the agreement between the parties. Therefore, effective immediately we intend to handle any alleged breach of Article 28 in accordance with item 5 (five) of the letter of agreement dated 12/19/1968.

If you have any questions or wish to discuss further, please give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Matthews".

Michael L. Matthews

Mr. R. B. Porch, Vice President
Communications Workers of America, District 3
40 Pryor Street, S. W.
Atlanta, Georgia 30303

Dear Mr. Porch:

This letter is to confirm our agreement on the implementation called for in Article 28 ("Responsible Union-Company Relationship") of the Agreement between Communications Workers of America and Southern Bell Telephone and Telegraph Company dated November 14, 1966, and subsequently included in the agreement between the Communications Workers of America and South Central Bell Telephone Company dated May 14, 1968. In this Article the Union and the Company have agreed to bring to the attention of all employees, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect. Our agreement on this point is as follows:

1. The Union and the Company will prepare and publish a joint statement of policy covering their intent in agreeing to Article 28. A copy of the text of the statement is attached hereto and made a part of this letter of agreement.
2. The published statement is to be distributed to all present employees in the collective bargaining unit by a supervisor at an appropriate time depending upon the work location. The Company will advise the Union Vice President (District), State Directors and Local Presidents when the initial distribution will begin and the approximate date by which the initial distribution will be completed.
3. Each new hire coming into the collective bargaining unit will be given a copy of the statement by a supervisor who will discuss it with him as part of his orientation discussion. During this orientation discussion, each new hire will be furnished the name of his local C.W.A. job steward. If introductions of new employees to members of the work group occur and a member of the group present is a certified Union representative, the introduction of such Union representative will include recognition of his Union title in addition to his name.
4. The Company will cause to be issued departmental instructions covering the handling of this joint statement.
5. In the event there are allegations that the spirit and intent of this particular contract provision are being violated, such allegations shall be investigated and discussed by and between the Area or State Director of the Union and the General Personnel Manager or his authorized representative.

If this correctly sets forth the substance of our agreement, will you please sign both copies of this letter and return one for Company files.

Yours very truly,

/sd/ W. R. Carter

Vice President

Attachment

Agreed to by Communications
Workers of America:

/sd/ R. B. Porch
Vice President

12-19-68
Date

CMA

Mr. Moody
Mr. Hutchins
Mr. Dawson

Communications
Workers of America
AFL-CIO

As information
DISTRICT-10

W.E.R.
7/31/81

To: Mary Bryant
Dennis Dearing
Leroy Derouen
Nelle Horlander
W. E. Johnson

George Powell
Stan Powell
Jim Stokas/Parrish
Doug Stearman
Harry Swain

Date: July 28, 1981

From: Mitchell Roach *MR*
Vice President

File No.: 1.16KA



Subject: Procedure for Article 28 Complaints

In March of 1981, I sent out instructions concerning Article 28 complaints. Those instructions advised you to handle them as grievances and to assign a serial number. Effective immediately, Article 28 complaints are not to be treated as formal grievances. A separate memorandum in regard to the numbering of grievances has been sent today to reflect this change.

This further change in our procedure came about as a result of the Company's refusal to handle such complaints as formal grievances and their argument that Article 28 complaints were to be handled over and above the grievance procedure. In order to determine the intent of the parties, I checked with Ben Porch (Vice President of District Three) who signed the agreement dated December 19, 1968. Ben agrees with the Company that it was never intended that Article 28 should be reduced to grievances. He stated that the purpose of Article 28 was to eliminate grievances; and it was the understanding between the Union and the Company that when a Local registered an Article 28 complaint with the staff, then the staff and their counterpart with the Company would attempt to resolve the problem. If they could not resolve the problem in a meeting among themselves, then they should attempt to work together to resolve it in other ways; in some cases, this may mean a meeting of all parties at the local level.

In view of this information as to the intent of the parties, you are to follow the procedure outlined below whenever a Local registers an Article 28 complaint:

- A. Attempt to meet with the state personnel as soon as possible.
- B. If you are unable to resolve the issue at that point, suggest to the state personnel that the two of you meet with the people involved at the local level in a further attempt to resolve the complaint.
- C. After you have completed the above, you should respond in writing to the Local giving them the results of your discussions.

You should make every attempt to handle each case as promptly as possible. If you have any questions, please advise.

MR:sr
cc: A.I. - Article 28
Ben Porch
All other Staff
All South Central Bail Local Presidents



ARTICLE 28

Section 28.01 - Responsible Union-Company Relationship

QUESTION: Who can request Article 28 meetings?

ANSWER: The State Level Directors or higher after receiving proper information from a local.

NOTE: Article 28 meetings are not grievances in a true sense.
They are not listed and numbered as grievances are.

2012



John Trageser
Executive Director
Labor Relations

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jt9467@att.com

October 25, 2012

Don LaRotonda
Assistant to the Vice President
3516 Covington Highway
Decatur, GA 30032

Dear Mr. LaRotonda:

During 2012 bargaining, we discussed the skills and work performed by Services Technicians and Outside Plant Technicians. To better use those skills, effective September 2, 2012, the Company will upgrade all Services Technicians and Outside Plant Technicians to Wage Scale 31. Services Technicians and Outside Plant Technicians being upgraded will receive their negotiated 2012 general wage increase in WS 30 and will then be slotted into WS 31, based on the new weekly rate, to the nearest equal to or higher step that keeps their pay whole.

Wage increases resulting from the move to WS 31 will not be retroactive but will be effective on the date of the move to WS 31. For those in progression, the next increase date will be reset upon the move into WS 31 and employees will receive the next applicable step increase six (6) months from the date of the move in accordance with wage progression rules.

Along with that upgrade, as we agreed, Services Technicians and Outside Plant Technicians will be allowed to perform expanded job duties. Specifically, in addition to the current duties, Services Technicians and Outside Plant Technicians will perform work on all non-pressurized cable, and also fiber optic cable from the distribution terminal to the customer premises. The Services Technician and Outside Plant Technician Job Briefs will be revised to reflect that those changes.

Sincerely,

John Trageser
Executive Director
Labor Relations

2015



Michael P. Keith
Vice President
Southeast Labor Relations

675. W. Peachtree St., NW
Room 4229
Atlanta, GA 30308

T: 404-927-3465
F: 404-927-3472
mk4362@.com

June 22, 2015

Richard Honeycutt
Vice President
District 3
Communications Workers of America
3516 Covington Highway
Decatur, GA 30032

Dear Richard,

The 2012 Benefits Agreement covering the BST and Billing Working Agreements provides for the benefit plans, terms, provisions and conditions to be provided to represented employees in these agreements. This agreement provided for a change to the definition of disability under the AT&T Southeast Disability Benefits Program.

The disability program does not address how the Company should process employees once their treatment provider has released them to return to work with a permanent medical restriction.

For permanent restrictions, the Company has not started the Permanent Medical Restriction process of the agreements until the employee has exhausted his or her benefit period, in conflict with Article 8.05. To the extent that these procedures could be construed as a past practice, which the Company denies, the Company does not intend to continue this practice following the effective date of the parties' new collective bargaining agreements.

The Company will begin the PMR process that Article 8.05 requires at the time the treatment provider has released the employee to return to work with a Permanent Medical Restriction and the Disability Administrator has approved the PMR. If disability benefits have not been exhausted, the employee will remain on disability benefits while the PMR is processed in accordance with Article 8.05. If disability benefits have been exhausted and the employee is not covered under long term disability benefits, the employee will be returned to work and excused without pay while the PMR is processed in accordance with Article 8.05. As is done today, if the employee is approved for long-term disability, then the PMR will not be processed under Article 8.05.

Please let me know if you wish to discuss this matter during the upcoming collective bargaining session.

Sincerely,

Michael P. Keith



John Trageser
Executive Director
Labor Relations

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Atlanta, GA 30375

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jt9467@att.com

August 9, 2015

Mr. Michael J. Fahrenholt, Sr.
CWA Staff Representative
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. Fahrenholt:

In connection with the 2015 Working Agreement, the parties have recognized that joint training of managers, CWA local officers and selected job stewards will best assure that the Working Agreement changes will be fully understood and properly implemented. Therefore, the parties will conduct joint training sessions with the CWA concerning the changes in the new Working Agreements. Our objective is to train management employees having supervisory responsibilities and the Union Representatives (as identified by the Union).

Selected job stewards designated by the Union to represent each local will be in accordance with the following:

- A minimum of four job stewards from each local,
- A maximum of one job steward per each 30 members from each local, not to exceed a total of 100 stewards per local, and
- No more than one job steward from a work group

In connection with such training, the Company will determine the most economical means to conduct training sessions. This training may be delivered by teleconference, videoconference, or any other effective method. The Company and the Union will each designate their representative(s) to conduct the training.

In advance of the training, a request will be made to the CWA to provide the Company with a list of names of those employees who will attend joint training. The Company will pay for the time consumed in the meeting but no travel time or expenses.

The provisions of this agreement do not obligate the Company to treat future meetings or training in a similar fashion.

Please sign below if you concur.

Sincerely,



John P. Trageser
Executive Director
Labor Relations

Concurred: MPF Sr.
Michael P. Fahrenholt, Sr.

Date: 12/10/2015



John Trageser
Executive Director
Labor Relations

675 West Peachtree ST, NW
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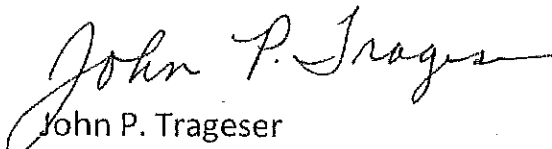
August 9, 2015

Mr. Michael J. Fahrenholt, Sr.
CWA Staff Representative
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. Fahrenholt:

During 2015 bargaining, we discussed the treatment of Services Technicians, Outside Plant Technicians and Facility Technicians and their job security. As a result of bargaining, the Company agrees that it will not involuntarily lay off any Services Technicians, Outside Plant Technicians or Facility Technicians for one (1) year, from August 9, 2015 until August 9, 2016. Of course, the Company will still need to operate in an efficient manner, utilizing forces where necessary. The Company also retains the right to extend an upfront Supplemental Income Protection Plan (SIPP) as outlined in Article 7, Section 7.01A3 of the BST Agreement.

Sincerely,


John P. Trageser
Executive Director
Labor Relations



John Trageser
Executive Director
Labor Relations

675 West Peachtree ST, NW
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Atlanta, GA 30375

T: 404 927-3462
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jt9467@att.com

August 9, 2015

Mr. Michael J. Fahrenholt, Sr.
CWA Staff Representative
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. Fahrenholt:

During 2015 bargaining, the CWA expressed concern with contractors performing work on the customer premises when there are Company employees qualified and available to perform that same work. Although the parties did not agree to revise Article 14 of the BellSouth Telecommunications, LLC Working Agreement to expand exclusive jurisdiction to the customer premise, the Company recognized the CWA's concern and also desires to utilize Company forces in the appropriate circumstances.

While quality service to our customers at competitive economic conditions remains of paramount concern, the Company will strive to use bargaining unit employees to perform customer premise work currently performed by contractors, such as installing broadband DSL, when there are qualified employees available and workload permits.

Sincerely,

A handwritten signature in cursive script that reads "John P. Trageser".

John P. Trageser
Executive Director
Labor Relations



John Trageser
Executive Director
Labor Relations

675 West Peachtree ST, NW
Suite 42N10
Atlanta, GA 30375

T: 404 927-3462
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jt9467@att.com

August 9, 2015

Mr. Michael J. Fahrenholt, Sr.
CWA Staff Representative
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. Fahrenholt:

During bargaining, the CWA expressed concern over the notification of outside forces in Network surrounding the need to work connecting overtime. The CWA expressed concern that some employees were not given proper notification when connecting overtime is needed. The Company is committed to following the provisions of the Working Agreement related to this issue.

The Company will make every effort to provide as much notice as possible prior to assigning connecting overtime. When it is necessary to assign connecting overtime within 2 hours prior to the end of the tour, the Company will make a reasonable effort to notify the employee by email and text message via tablet and cell phone.

Should further issues arise we will be glad to discuss them.

Sincerely,

John P. Trageser
Executive Director
Labor Relations



John Trageser
Executive Director
Labor Relations

675 West Peachtree ST, NW
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Atlanta, GA 30375

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jt9467@att.com

August 9, 2015

Mr. Michael J. Fahrenholt, Sr.
CWA State Representative
Communications Workers of America
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. Fahrenholt:

As you will recall back in March 2011, the Company notified District 3 of the plan to implement the reporting and paying of time in one minute increments. We originally planned to have the one minute time reporting capability in place effective April 2012, and we stated that as we got closer to the implementation date, we would advise you of the exact timetable. We are still working on the programming to move forward with this project. The Company shall have the right to pay in one-minute increments and to select and implement the timekeeping systems to be used for this positive time reporting system.

To reiterate, however, this payment in one minute increments does not change any contractual provisions that specify how premium and overtime pay is calculated. Currently the eLink Payroll system records time in 15-minute increments. In pay by the minute, for example, if an employee works 4 minutes of overtime, the employee will be paid for 4 minutes.

If you have any questions or need additional information, please let me know.

Sincerely,

John P. Trageser
Executive Director
Labor Relations



John Trageser
Executive Director
Labor Relations

675 West Peachtree ST, NW
Suite 42N10
Atlanta, GA 30375

T: 404 927-3462
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jt9467@att.com

August 9, 2015

Mr. Michael J. Fahrenholt, Sr.
CWA Staff Representative
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. Fahrenholt:

I am writing to you concerning the Company's changes to the Military Leave of Absence Program that will be granted to employees who have been called to active duty by Presidential Executive Order.

These military leave provisions apply to all employees who are:

- (1) Drafted or inducted, or who are subject to induction and enlist for the minimum period into the Armed Forces, or
- (2) Members of a Component (including the Reserve and National Guard) and the unit or the employee as an individual is involuntarily ordered or called into active duty.

Pay Differential

The Company will provide a pay differential for a total of thirty (30) months or the period of active duty, whichever is shorter. The differential will be determined by the difference in the employees' weekly base pay as determined by their time in grade at the start of the leave and their military pay as defined in the military leave. If their military pay is higher, then a differential will not be paid.

Healthcare

The Company will provide active employee healthcare benefits for a total of thirty (30) months or the period of active duty, whichever is shorter. Represented employees will continue to pay any required premium for coverage.

Information will be provided in the military leave package advising employees of this commitment by the Company. They will be informed that their military coverage will be primary for them (the employee) while on active duty, and that the Company's medical plan will remain primary for their dependents.

Eligibility

Active eligibility will remain intact at the AT&T Benefits Service Center. The employee should report any family status changes (birth of child, marriage, divorce, etc.) to the AT&T Benefits Service Center.

Effective Date


These provisions will apply to all military leaves that begin on or after September 11, 2001. For employees on military leave as of August 9, 2015, the thirty (30) months will begin on August 9, 2015.

Termination Date

These provisions will terminate with the 2015 Working Agreement.

If you concur with the military leave provisions stated above, please sign below.

Sincerely,


John P. Trageser

Concurred:


Michael J. Fahrenholt, Sr.

Date:

12/10/15



John Trageser
Executive Director
Labor Relations

675 West Peachtree ST, NW
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Atlanta, GA 30375

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jt9467@att.com

August 9, 2015

Mr. Michael J. Fahrenholt, Sr.
CWA Staff Representative
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. Fahrenholt:

During 2015 bargaining, the Company and Union discussed the subject of whether employees returning to work with temporary modified duties from an approved absence under the short-term disability program would be released to go home with pay in those cases where a modified duty work assignment was not available. As discussed, the Company agreed to the following:

When an employee returns from an approved absence under the Short Term Disability Plan with modified duties, but no such work assignment can be provided, the Company will continue the practice of paying such employees, provided the employee does not otherwise receive any benefits under the short-term disability program for the same period.

Sincerely,

A handwritten signature in cursive script that reads "John P. Trageser".

John P. Trageser
Executive Director
Labor Relations



John Trageser
Executive Director
Labor Relations

675 West Peachtree ST, NW
Suite 42N10
Atlanta, GA 30375

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jt9467@att.com

August 9, 2015

Mr. Michael J. Fahrenholt, Sr.
CWA Staff Representative
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. Fahrenholt:

This letter seeks CWA concurrence to continue the December 31 vacation entitlement date for represented employees of BellSouth. The entitlement date for vacation for represented employees will continue to be December 31 of the year prior to the year in which the vacation is to be taken.

The Company requested this change to take advantage of a permissible tax accrual rule, known as the "2-1/2 month rule", with regard to certain compensation items. The Company agrees that no other eligibility provisions or entitlements will be impacted.

If you concur with the provisions stated above, please sign below.

Sincerely,

John P. Trageser
Executive Director
Labor Relations

Concurred:
Michael J. Fahrenholt, Sr.



John Trageser
Executive Director
Labor Relations

675 West Peachtree ST, NW
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jt9467@att.com

August 9, 2015

Mr. Michael J. Fahrenholt, Sr.
CWA State Representative
Communications Workers of America
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. Fahrenholt:

For eligible participating companies' employees, the Company agrees for the life of this agreement, that when computing hours of service to determine eligibility under the Family Medical Leave Act (FMLA), BellSouth will include Union Activity time not paid by the Company in determining if an employee meets FMLA's minimum hours of service requirement.

The above provision applies to the following collective bargaining agreements:

- BellSouth Telecommunications, LLC
- AT&T Billing Southeast, LLC and
- Utility Operations

Sincerely,

A handwritten signature in cursive script that reads "John P. Trageser".

John P. Trageser
Executive Director
Labor Relations



John Trageser
Executive Director
Labor Relations

675 West Peachtree ST, NW
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August 9, 2015

Mr. Michael J. Fahrenholt, Sr.
CWA Staff Representative
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. Fahrenholt:

During bargaining the Company and the Union agreed to continue the random number software program used to address seniority tie breakers when a surplus is declared. The following process was agreed to:

When a surplus is declared, the Company will provide District 3 a list with numbers randomly generated for all employees. The same list will be used in every state as needed. Staffing will generate a random list by the 1st of the month following the surplus declaration. These random numbers will be used for the surplus quarter in the force adjustment process to break ties in same seniority dates.

Staffing will use these random numbers for every step of the surplus process. The random number will determine the order the surplus will be processed, who is surplus, who will be offered SIPP, and who goes on the bump list (employees who have the same seniority date cannot bump each other). The lowest number will be considered the most senior employee.

Staffing will also use the numbers, as generated above, for all other staffing related issues when a tie breaker is required unless a separate process in otherwise specified in the Working Agreement.

A Union Representative, as designated by District 3, will be invited to attend when Staffing generates the random numbers. The process will not be delayed if a Union Representative is not in attendance.

Sincerely,

John P. Trageser
Executive Director
Labor Relations



John Trageser
Executive Director
Labor Relations

675 West Peachtree ST, NW
Suite 42N10
Atlanta, GA 30375

T: 404 927-3462
F: 404 927-3470
jt9467@att.com

August 9, 2015

Mr. Michael J. Fahrenholt, Sr.
CWA Staff Representative
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. Fahrenholt:

There was extensive discussion during bargaining regarding Payroll issues. The CWA expressed concern that employees receive appropriate pay for time worked in a timely manner. The Company recognizes these concerns and seeks to address them.

The Company will modify internal procedures concerning off-cycle payments:

- Off-cycle processing of missing Regular pay at the employee's request;
- Off-cycle processing of Extra pay for amounts of \$300.00 or greater at the employee's request.

A Payroll representative will be available to attend Operations Board meetings (by phone) on an as needed basis to address payroll related issues.

The Company will utilize the following procedures concerning the collection of wage or benefits overpayments.

- The Company will notify the employee before the first payroll deduction.
- If the overpayment is \$4,000 or less, the deduction will be the greater of \$100 or 10% of the employee's gross wages per pay period, until the overpayment is recouped.
- If the overpayment is more than \$4,000, the deduction will be the greater of \$100 or 20% of the employee's gross wages per pay period, until the overpayment is recouped.
- The Company will consider employee requests for alternative payment arrangement when there are extenuating personal circumstances. Such alternative arrangements may be implemented, when in its sole discretion, the Company determines the arrangement to be appropriate and reasonable under

the circumstances of each case. The employee may be represented by the Union in discussing alternate payment arrangements with the Company, but the Company's decision on whether to implement such a proposed alternative payment arrangement will be final and binding and will not be subject to further challenge.

- The Company is not precluded from exercising any rights it may have under applicable law to recover overpayments if an employee refuses to cooperate, or if an employee is about to leave or has left the payroll.


Moreover, for employees on a sales compensation plan, the Company will utilize the following procedures regarding incentive payments.

- In overpayment situations, the Company will adjust future incentive payments to offset the incentive overpayment in the current year. Generally, the Company will not recover current year overpayments from the employee's basic wage while they are participating in an incentive plan. If the overpayment crosses into a subsequent year, the balance is collected based on the gross amount overpaid, and the Company will recover from regular wages.
- The Company will include any incentive underpayment on the employee's next incentive payment.

Further discussion concerning these issues may be addressed at the Executive level.

The provisions of this letter may be modified as necessary to comply with the requirements of any applicable federal or states laws or regulations.

Sincerely,



John P. Trageser
Executive Director
Labor Relations



John Trageser
Executive Director
Labor Relations

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August 9, 2015

Mr. Michael J. Fahrenholt, Sr.
CWA Staff Representative
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. Fahrenholt:


As discussed during bargaining of the 2012 Working Agreement, the Company intends to continue exercising oversight in the filling of job vacancies to assure that the job title is correctly assigned.

Specifically, in filling vacancies for clerical jobs requiring typing and dictation skills, our selection bureaus will carefully review the requirements of the job to assure that the correct title is being utilized in the replacement. The same type review will be made to assure incumbents who might be subject to bumping are using the stenographic skills as specified.

Furthermore, when we identify situations where an existing employee has the incorrect title commensurate with his or her job duties, the Company will take appropriate measures to correct the situation. In those instances where a change in title will not result in a change in the employee's wage scale, we will make the title change outside of the selection process and without the employee being subject to a selection test.

We will be working with our transfer bureaus throughout the region to assure the proper use of job titles.

Sincerely,


John P. Trageser
Executive Director
Labor Relations



John Trageser
Executive Director
Labor Relations

675 West Peachtree ST, NW
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T: 404 927-3462
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August 9, 2015

Mr. Michael J. Fahrenholt, Sr.
CWA Staff Representative
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. Fahrenholt:

Although the Martin Luther King, Jr. holiday is not a specified holiday, the Company recognizes that it is of special significance to many employees who would prefer to observe the holiday by taking the day off from work if possible. Although many of our customers wish to utilize Company services and resources that day, necessitating that the Company staff to meet those demands, the Company will give every consideration to employees requesting the Martin Luther King, Jr. holiday as one of their paid days off.

Sincerely,

A handwritten signature in cursive script that reads "John P. Trageser".

John P. Trageser
Executive Director
Labor Relations



John Trageser
Executive Director
Labor Relations

675 West Peachtree ST, NW
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jt9467@att.com

August 9, 2015

Mr. Michael J. Fahrenholt, Sr.
CWA Staff Representative
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. Fahrenholt:

Below is a summary of our discussion regarding the correct pension band to be used in determining the payment amount under the Supplemental Income Protection Program (SIPP) for employees who were demoted due to a surplus condition within five (5) years of demotion.

- Pension eligible employee's SIPP payment amount will be determined using the pension band of the job grade prior to demotion.
- Non-pension eligible employee's SIPP payment amount will be determined using the pension band associated with the individual's current job grade at the time of separation under SIPP.

The provisions, as outlined above, apply to individuals under the BST and AT&T Billing Working Agreements.

If you concur with the SIPP provisions stated above, please sign below.

Sincerely,

John P. Trageser
Executive Director
Labor Relations

Concurred:
Michael J. Fahrenholt, Sr.

Date: 12/10/15



Belinda Lacey
Director
Labor Relations

1884 Data Drive
1st Floor
Hoover, AL 35244

T: 205 982-8479
F: 205 982-5964
bl4148@att.com

August 9, 2015

Mr. Billy O'Dell
Staff Representative
Communications Workers of America
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. O'Dell:

If an employee in the Utility Operations unit returns from an approved Short Term Disability absence with a medical restriction approved by the disability administrator which prevents the employee from performing his or her regular job duties, the employee will be assigned alternative work in Utility Operations on a temporary basis for a period not to exceed 15 calendar days. If alternative work in Utility Operations is not available, however, the employee will be excused from scheduled work with pay for a period not to exceed 15 calendar days. The total amount of time an employee may spend on modified duty and/or excused from work with pay is limited to no more than two occurrences, 30 calendar days maximum, during the life of the contract. Modified tours are not available.

The determination of the amount the employee will be paid will be based upon the employee's title at the time he or she returns from the approved STD absence. At the expiration of the 15-day paid excused period, if the employee is unable to return to his or her normal job full time, the employee may take an additional unpaid excused 15-day period. If the employee is still unable to return to his or her normal job full-time, the employee may apply for and will be granted an unpaid departmental leave of absence for a maximum of 30 calendar days. If the employee does not return to his or her normal job full time at the expiration of this leave, the employee will be separated from employment.

These provisions will be in effect during the 2015 Working Agreement.

Sincerely,

Belinda K. Lacey
Director
Labor Relations



Belinda Lacey
Director
Labor Relations

1884 Data Drive
1st Floor
Hoover, AL 35244

T: 205 982-8479
F: 205 982-5964
bl4148@att.com

August 9, 2015

Mr. Billy O'Dell
Staff Representative
Communications Workers of America
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. O'Dell:

Following is the Inclement Weather Work Policy for Utility Operations. On scheduled workdays when weather conditions have been deemed by the supervisor to be unsafe or not conducive for productive work the following will apply:

Inclement weather time will be used for safety training, job training or general operational information sharing. If there is no required training or meeting time needed, the supervisor shall offer all employees at their designated work locations Excused Time (time not paid) for the remainder of the scheduled work day.

All employees not taking excused time will perform work assignments such as preventative maintenance on work equipment, cleaning of work equipment, organizing and cleaning of work location, and other general task as assigned by the supervisor. This work will be performed until such time as the supervisor deems the weather conditions to be safe and favorable for productive work.

The Company will review this policy periodically and make adjustments as necessary. This policy will be subject to changes.

Sincerely,

A handwritten signature in cursive script that reads "Belinda K. Lacey".

Belinda K. Lacey
Director
Labor Relations



Belinda Lacey
Director
Labor Relations

1884 Data Drive
1st Floor
Hoover, AL 35244

T: 205 982-8479
F: 205 982-5964
bl4148@att.com

August 9, 2015

Mr. Billy O'Dell
Staff Representative
Communications Workers of America
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. O'Dell:

During 1998 Bargaining, we agreed to move the "wire work" functions that were performed by BellSouth Telecommunications WS 31 Services Technicians to the Utility Operations Bargaining Unit. The wire work function will now be performed by WS 1B Machine Operators in Utility Operations:

"Wire Work" is defined as establishing continuity from the service termination point (including encaps) to the ONI after the initial visit by the ST.

Encap wire work will consist of and be defined as follows:

1. The ST connects a permanent BSW to the encapsulated cable end and leaves it to be buried by the Machine Operator.
2. The ST connects a temporary service line to the encapsulated cable end due to a road crossing or other obstruction and turns the request over to the Utility Operations to bury a permanent line. The Machine Operator will bury a BSW and connect it to the Encap using the appropriate connectors and closure. The Machine Operator will then connect the BSW to the ONI.

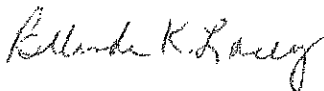
Utility Operations employees will be allowed to make permanent repairs to buried service wire damage caused by them while performing the placing operation.

Additionally, the following functions will not be performed by Utility Operations employees:

Providing dial tone on pre-buries.

The use of Fault Test equipment. However, Utility Operations employees will use a "butt-in" or hand set to establish continuity and polarity.

Sincerely,



Belinda K. Lacey
Director
Labor Relations



John Trageser
Executive Director
Labor Relations

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jt9467@att.com

August 9, 2015

Mr. Michael J. Fahrenholt, Sr.
CWA Staff Representative
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. Fahrenholt:

During bargaining, we had lengthy discussions regarding the need for employees to have more flexibility in taking time off to handle personal obligations. It is the Company's intent to allow the business units the ability to grant more contractual time to be used flexibly when the business allows.

The business unit will determine the number of vacation days that can be used flexibly each year, above the current contractual provisions, prior to the vacation selection period. Since flextime may be different between business units, an employee leaving a work group shall be permitted to take the remainder of a partial day on the originally scheduled day. The business unit will provide the guidelines to employees for taking the flexible time.

Sincerely,

A handwritten signature in cursive script that reads "John P. Trageser".

John P. Trageser
Executive Director
Labor Relations



John Trageser
Executive Director
Labor Relations

675 West Peachtree ST, NW
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jt9467@att.com


August 9, 2015

Mr. Michael J. Fahrenholt
CWA Staff Representative
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. Fahrenholt:

The Company recognizes the desirability of ongoing joint dialogue in Operator Services and Consumer Services organizations.

It is, therefore, in the best interest of both the Company and the Union that forums function under the direction of the Operations Board.


John P. Trageser
Executive Director
Labor Relations



John Trageser
Executive Director
Labor Relations

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August 9, 2015

Mr. Michael J. Fahrenholt, Sr.
CWA Staff Representative
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. Fahrenholt:

This will confirm that in addition to the effective date for the provisions of Article 6.02A is the calendar year beginning January 1, 2013. Effective at the same time is the following:, with regard to one approved disability absence during one of the calendar years 2016, 2017, 2018, and 2019 an employee who:

- has exhausted his/her the current year maximum paid days of personal illness; or
- will exhaust his/her the current maximum paid days of personal illness leading up to the approved disability;

will be paid for the otherwise unpaid personal illness days leading up to the approved disability subject to the other limits in Article 6.02A as applicable.

Sincerely,

John P. Trageser
Executive Director
Labor Relations



John Trageser
Executive Director
Labor Relations

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Atlanta, GA 30375

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jt9467@att.com


August 9, 2015

Mr. Michael J. Fahrenholt, Sr.
CWA Staff Representative
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. Fahrenholt:

During 2001 bargaining, the CWA expressed concern that some managers continue to use the term "service requirements" in administering various sections of the Working Agreement. The CWA felt that some managers were too restrictive in scheduling and granting time off and were incorrectly using service requirements as the reason. The Company and the CWA also discussed the need to continue to provide our customers with excellent service and are fully aware that good customer service is an important competitive advantage to our Company.

The Company recognizes the need for our managers to exercise "service requirements" in a spirit of good faith. While service to our customers is more important than ever, we must carefully consider the needs of our employees and the economical operation of the business before invoking "service requirements".


John P. Trageser
Executive Director
Labor Relations



John Trageser
Executive Director
Labor Relations

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jt9467@att.com

August 9, 2015

Mr. Michael J. Fahrenholt, Sr.
CWA Staff Representative
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. Fahrenholt:

During 1998 Bargaining, the parties agreed to move certain "wire work" functions that were performed by BellSouth Telecommunications ("BST") WS 31 Services Technicians to the Utility Operations bargaining unit. The specific wire work that is the subject of this agreement is described in Appendix B to the Utility Operations Working Agreement.

As a further condition to moving the wire work, the parties agree that in the event that work performed for BST by the Utility Operations bargaining unit is assumed by another company, the affected wire work will be retained by BST, and will be reassigned to BST Services Technicians.

Sincerely,

A handwritten signature in cursive script that reads "John P. Trageser".

John P. Trageser
Executive Director
Labor Relations



John Trageser
Executive Director
Labor Relations

675 West Peachtree ST, NW
Suite 42N10
Atlanta, GA 30375

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August 9, 2015

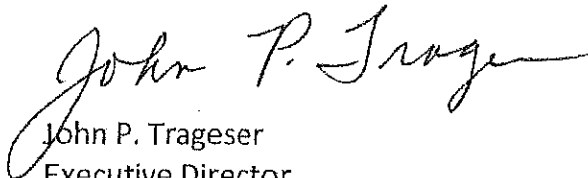
Mr. Michael J. Fahrenholt, Sr.
CWA Staff Representative
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. Fahrenholt:

There was extensive discussion during bargaining regarding the contracting of work. The CWA expressed strong concern that contracting work would result in the diminution, or at best, no growth of the bargaining unit. Moreover, the Union adhered firmly to their position that corporate communication services for BellSouth Telecommunications be performed by bargaining unit employees.

The Company recognizes these concerns; however, due to various reasons such as the changing CPE market, economic conditions, and business consideration, it is not possible to make specific commitments on contracting out work elements of the business. However, we did agree to continue the language that insures the contracting of any work will not result in the lay-off or part-timing of bargaining unit employees. Furthermore, the Company agreed that during the life of the Agreement it will not contract out corporate communication services in BellSouth Telecommunications facilities.

Finally, it is the Company's objective in making decisions regarding the contracting of work to carefully consider the interests of customers, the concern of employees as to its effect on them, and other considerations essential to the success of BCS.


John P. Trageser
Executive Director
Labor Relations



John Trageser
Executive Director
Labor Relations

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August 9, 2015

Mr. Michael J. Fahrenholt, Sr.
CWA Staff Representative
District 3
3516 Covington Highway
Decatur, GA 30032

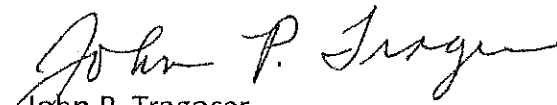
Dear Mr. Fahrenholt:

In today's business environment there is an increasing demand from prospective customers that vendor service employees submit to random drug testing.

During 1998 Bargaining, the Union and the Company had lengthy discussions around this issue. The Union expressed considerable concern as to the impact on the employees that the CWA represents.

Subsequently, it was agreed by the Union and the Company that customer requirements for random drug testing would be followed if the requirements were a condition for all vendors. Additionally, the Company agreed to obtain exception to these customer drug testing requirements whenever possible.

Sincerely,


John P. Trageser
Executive Director
Labor Relations



John Trageser
Executive Director
Labor Relations

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August 9, 2015

Mr. Michael J. Fahrenholt, Sr.
CWA Staff Representative
District 3
3516 Covington Highway
Decatur, GA 30032

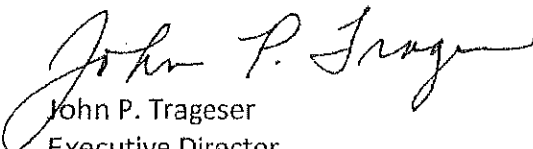
Dear Mr. Fahrenholt:

There was considerable discussion during bargaining regarding the subject of achieving our growth aspirations through a close partnership with the CWA. One of the more critical areas of that partnership is the training and retention of highly skilled data technicians. In today's data-centric marketplace, demand for advanced skills is intense. As BellSouth and CWA partner in our quest to become the industry's foremost data provider, we must be aggressive in our efforts to realize a return on our training investment.

Therefore, to maximize our investment for our Customers, Employees and Shareholders, we have agreed to the following retention provisions:

- The Company has a modernized data-training curriculum that, upon successful completion, will provide our employees with the certifications and other training required to master the rapidly escalating technology challenges.
- We will continue a 24-month non-promotional transfer restriction for employees who complete the curriculum. This provision will restrict movement to other Departments and entities for lateral or downward movement only.
- We will continue an investment-recovery provision that gives the Company the right to recover the data curriculum training expenses, or appropriate prorated portions of the expenses, in the event an employee voluntarily leaves BellSouth within 24 months following successful completion of the curriculum. Such recovery is the sole responsibility of the Company.

The Company and the Union committed to work together on the implementation of the program. Together we can make this critical initiative a success.


John P. Trageser
Executive Director
Labor Relations



John Trageser
Executive Director
Labor Relations

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August 9, 2015

Mr. Michael J. Fahrenholt, Sr.
CWA Staff Representative
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. Fahrenholt:

There was considerable discussion during 2015 bargaining regarding the subject of Wire Technician work apparel, specifically shorts. As a result of our discussions, Wire Technicians will now have the option of wearing shorts. This inclusion will remain in effect until the uniform policy is changed or these items are unavailable.

Sincerely,

A handwritten signature in cursive script that reads "John P. Trageser".

John P. Trageser
Executive Director
Labor Relations

October 6, 2015 - CWA Discounts MOA

**MEMORANDUM OF AGREEMENT
AT&T EMPLOYEE DISCOUNTS**

This Memorandum of Agreement ("MOA") covers understandings and agreements reached between BellSouth Telecommunications, LLC doing business as AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee, Bell South Telecommunications, LLC for National Directory & Customer Assistance (NDCA), Bell South Telecommunications, LLC for BellSouth Internet Services ("Company") and Communications Workers of America District 3, AFL-CIO ("Union") (hereinafter, Company and Union are referred to collectively as "Parties"), regarding the **AT&T EMPLOYEE DISCOUNT PROGRAMS** ("Programs"). The term Programs, as used herein, excludes the bargained-for wireline home telephone concession plans and shall apply to all current and future discount programs provided and offered by the Company. The Company and Union agree as follows:

1. During the term of this MOA, bargaining unit employees represented by the Union will be conditionally eligible to participate in the Programs on the same terms and conditions applicable to the Company's non-bargained for management employees, subject to product availability, restrictions and requirements as well as any other terms or conditions otherwise agreed to by the Parties.
2. Bargaining unit employees of the Company are conditionally eligible to participate in the Programs solely by virtue of this MOA and would not otherwise be eligible to participate in the Programs.
3. Because the Company cannot effectively offer the Programs for selected operating entities, the Parties acknowledge and agree that individual wholly-owned subsidiary and affiliated operating companies of AT&T Inc. (hereinafter "Operating Subsidiary") cannot be excluded from the Programs. Therefore, this MOA will become effective and binding on the Parties only if the Union executes a similar MOA regarding the Programs for all of the AT&T Operating Subsidiaries with each of the individual CWA Districts. If this condition is not satisfied by October 9, 2015, this MOA will become null and void.
4. The Company, in its sole discretion, reserves the unilateral right to amend, modify, change or discontinue all or any part of the Programs at any time and without bargaining.
5. If the Company changes the terms and conditions of the Programs in the future, the Company will provide the Union with a notification of the changes at least 10 days prior to the date the changes are to become effective.

October 6, 2015 - CWA Discounts MOA

6. This MOA shall not be cited as support or evidence of any claim, grievance, or demand relying in whole or in part on any allegation of co-employment, alter ego, joint employment, single employer, or a single bargaining unit.
7. Prior to executing this MOA, the Company and Union have satisfied any and all of their legal and contractual obligations to bargain over the Programs and the terms of this MOA if any such obligation exists.
8. This MOA will remain in force and effect until cancelled by either the Company or upon mutual agreement of the Parties.

AGREED:

FOR THE UNION

D. M. Hayslett 10/8/15
[Name and Title] Date

FOR THE COMPANY

Michael J. [unclear] 10/8/2015
[Name and Title] Date

JD 10/27/15 *WJ 10/22/15*

Proposal ID #	Type of Proposal	Bargaining Table	Contract(s)
CC.29.00	Company Counter	BST	BST

Step	Date Proposed	Time Proposed
Proposal	10/19/2015	3:25 PM
Status	Status Date	Status Time
TA	10/19/2015	3:31 PM

Art/App/Doc Modified	Mod Of or Counter To
	UP.29.00

2015 BARGAINING PROPOSAL

The Company agrees to convert the NCS date of part-time employees based on the following parameters:

Eligible employees (active in the SE bargaining unit as of January 1, 2016) who were classified as part time employees at any time during the period from January 1, 2003 through December 31, 2015 will have their TOE (NCS) prospectively changed, with such change effective January 1, 2016, to the original hire date, adjusted for periods of absence following a termination of employment; further adjustments pursuant to the applicable leaves of absence policies and the applicable AT&T disability plans; excluding unrecognized periods of employment with other AT&T companies or in bargaining units not currently recognized today; and as otherwise adjusted under the terms of the AT&T Pension Benefit Plan, or its applicable predecessor plan(s). This change will not affect or adjust Pension Credited Service or have any impact on prior benefits, prior vacation and/or prior seniority entitlements.

Effective January 1, 2016, any SE bargained employee will not have their TOE (NCS) adjusted for periods of part time service.



Michael P. Keith
Vice President
Southeast Labor Relations

675. W. Peachtree St., NW
Room 4518
Atlanta, GA 30308

T: 404-927-3465
F: 404-927-3472
mk4362@.com

October 19, 2015

Mr. Richard Honeycutt
Vice President
Communications Workers of America
3516 Covington Highway
Decatur, Ga. 30032

Dear Mr. Honeycutt:

Effective as soon as administratively feasible on or after January 1, 2017, bargained AT&T Southeast Employees under the AT&T Southeast Employees Medical Program shall be eligible to participate in the AT&T Your Health Matters Program as provided below.

The Your Health Matters Program includes Disease Management and Wellness programs as well as access to an online portal with a variety of tools and resources. Below are examples of the benefits and services that would be made available to bargained Employees under Your Health Matters:

Wellness Programs

- Easy Start
- Heart Health
- Diabetes Management
- Healthy Kids
- Exercise
- Nutrition
- Tobacco Cessation
- Stress Management
- Weight Management
- Healthy Aging
- Cancer Prevention

Disease Management

- Asthma
- Heart Failure
- Coronary Artery Disease
- Diabetes
- Chronic Obstructive Pulmonary Disease

Health Questionnaire and Portal

The Your Health Matters program will apply only to those Employees who elect coverage under the company self-funded medical program under the AT&T Southeast Employee Medical Program as available to Employees.

The Company retains the unilateral right to change, modify, amend or discontinue the benefits under Your Health Matters.

This letter will remain in effect through the term of the 2015 Collective Bargaining Agreement.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michael Keith".

Michael Keith



Michael P. Keith
Vice President
Southeast Labor Relations

675. W. Peachtree St., NW
Room 4518
Atlanta, GA 30308

T: 404-927-3465
F: 404-927-3472
mk4362@.com

October 19, 2015

Mr. Richard Honeycutt
Vice President
Communications Workers of America
3516 Covington Highway
Decatur, Ga. 30032

Dear Mr. Honeycutt:

AT&T has arranged with CVS Caremark to designate all CVS pharmacies as a part of the Caremark mail order fulfillment process. Essentially, this will permit AT&T employees to pick up 90 day prescriptions for maintenance drugs at CVS retail pharmacies and receive the lower mail order rates. This applies even after the prescription has been filled the allowed number of times at a retail pharmacy.

This arrangement is available at CVS branded pharmacies only. It will not be available at other pharmacies in the Caremark network.

If the union does not object, AT&T will continue to have this arrangement available to bargained employees. This arrangement is solely at AT&T's discretion and can be terminated or modified at any point during the term of the contract.

Sincerely,

A handwritten signature in cursive script that reads "Michael Keith".

Michael Keith
Vice President
Southeast Labor Relations

Memorandum of Agreement Supplemental Screening

BellSouth Telecommunications, LLC (the Company) and the Communications Workers of America (the Union) recognize that employees must comply with the Florida state statute, known as the Jessica Lunsford Act, that requires background screening of all employees who may be required to be on school premises as part of their regular job duties.

The Company and the Union agree to the following:

Any employee may, in accordance with the Supplemental Screening Policy, take an unpaid absence for up to 90 days and their benefits will remain intact.

Employees who fail to pass the Supplemental Screening required by this act must cooperate by providing appropriate information required by the Company to assist them before any alternatives are considered.

No combination of alternatives may extend beyond twelve (12) months from the date the Company is advised that an employee did not pass the screen.

To protect the employee's continuity of service with the Company and to allow continued employment while these screening discrepancies are being addressed by the employee, the following alternatives may be offered:

Employees may be allowed to temporarily transfer to other areas identified by the Company. These employees' seniority will take precedence over others' seniority for the purposes of application of Article 12.05C. Such transfers will be reviewed by Labor Relations before such transfers are permitted.

Or,

If a temporary transfer is not available, the employee must use any remaining paid time off while resolving issues identified during the screening process unless they enter they PARTNERSHIP Job Bank as described below before any other alternatives are offered.

Otherwise at the end of the temporary transfer and / or after the employee exhausts all paid time off:

The employee may enter the PARTNERSHIP Job Bank for the number of weeks provided in Article 24.05D2, and receive termination pay incrementally while participating in the PARTNERSHIP Job Bank (PJB). The termination pay will be based on Article 8.05C. The employee may exit the PJB by resolving the issue and returning to their previous position or by being selected for a position that does not require the Screen.

The PJB is offered as an alternative solely to protect an employee's service while resolving issues associated with the screening process.

Employees exiting the PJB and returning to a position must repay the termination pay received while in the PJB in the amount not less than 5% or more than 10% of the basic wage per week per month.

Or,

Eligible employees may take a Personal Leave of Absence that is unpaid for up to twelve (12) months. At the end of the Personal LOA, employees will be granted termination pay if they are not reengaged by the Company.

The provisions of this memorandum are not retroactive, and are only effective from the date of the agreement. Anyone affected by the Supplemental Screening requirements who has already exhausted their paid time off will be eligible for the provisions of this agreement. This memorandum does not affect or modify any employee's rights with respect to the grievance or arbitration process.

Scope:

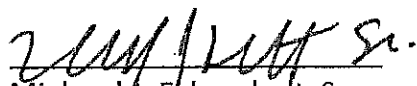
All active employees holding titles in Florida subject to the Supplemental Screening requirements.

Duration:

This Memorandum of Agreement is for the life of 2015 BST Working Agreement unless terminated or modified by mutual agreement of the parties.

For the Union:

For the Company:


Michael J. Fahrenholt, Sr.
CWA State Representative
District 3


John P. Trageser
Executive Director
Labor Relations

Date: 12/10/2015

Date: 12/10/15

Memorandum of Agreement Safe Load Limit

This agreement between the Communications Workers of America (the Union) and BellSouth Telecommunications, LLC (the Company) outlines the understanding reached by the parties during Bargaining in regard to the following:

APPLICATION

As of the effective date of the MOA, the employee must be within 30 days of the 60 days allowed to secure another position under the current Safe Load Limit Guidelines.

GUIDELINES


Once it has been determined the employee has been unsuccessful in their weight loss efforts under the Safe Load Limit Guidelines, the employee will have five (5) calendar days to make the irrevocable choice of the following:

1. The employee may follow the current Safe Load Limit Guidelines.
- Or,
2. The employee may have 30 days, which include the five days above, from the date of the initial unsuccessful weight loss effort to secure another job. If they are unsuccessful at securing another job by the end of the 30 day period, they will go directly into the PARTNERSHIP Job Bank.
 - a. If the employee is selected for a vacancy which has a report date later than the end of the 30 day period, the employee may elect to take eligible time off until the report date.
 - b. The employee may only bid on jobs that do not require adherence to the Safe Load Limit Guidelines.

DURATION

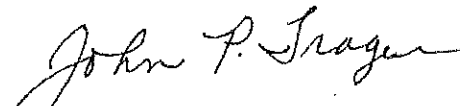
This MOA shall remain in effect for the life of the 2015 Working Agreement.

For the Union:


Michael J. Fahrenholt, Sr.
CWA State Representative
District 3

Date: 12/10/2015

For the Company:


John P. Trageser
Executive Director
Labor Relations

Date: 12/10/15

**MEMORANDUM OF UNDERSTANDING
COMMUNICATIONS WORKERS OF AMERICA
APPOINTED POSITION - PARTNERSHIP**

This Memorandum of Understanding between the Communications Workers of America and BellSouth Telecommunications, LLC outlines the understanding reached in connection with the CWA appointed positions. These guidelines cover the bargained for full-time CWA Appointee for Employment Security PARTNERHIP (Regional Partner). Effective upon the signing of this memorandum, the following selection and administrative guidelines will apply.

Selection

The Vice President, CWA District 3 will select the individual to serve in the CWA appointed position. The reporting location of this assignment will be agreed upon by the parties at the bargaining level.

Selection Criteria

Employees considered for this position should possess strong oral and written communications skills, strong interpersonal and facilitation skills, be willing to travel in some assignments, and evidence a strong commitment to joint Company/CWA initiatives.

During the course of this assignment, the Appointee shall not engage in other Union activities such as the processing of grievances and other CWA Staff work. The Company will not pay any wages or expenses in connection with other Union related functions.

Term of Assignment

Normally, this position is a rotational assignment with a three year term. After the first three years, CWA has the option to rotate an Appointee out of the position and select a replacement. However, the length of any assignment may be extended or abbreviated by mutual agreement.

Tour Length

The normal tour length of this position will be 7.5 hours.

Pay

1 Regional Partner @ Wage Scale 36 + 5% of appropriate step rate

The Appointee's wage length of service on his/her permanent title will be used to place the Appointee on the appropriate step of Wage Scale 36.

Zone classification shall be based on the place of reporting for the temporary assignment. Periodic bargained for wage increases are applicable and are also based on Wage Scale 36. Promotional increase provisions of the Working Agreement do not apply.

Overtime

Normally, it is not expected that overtime will be necessary; however, when overtime is required, Management Guidelines will apply. These provisions include adjusting hours so that an Appointee will not exceed his/her scheduled hours in a workweek or overtime pay if appropriate.

Travel Expense

Travel expenses in connection with approved activities by an active employee in the appointed position will be reimbursed using the same procedures used by management. It is expected that a personal vehicle or a rental car will be utilized in traveling, whichever is more cost effective. Furthermore, Company/CWA teams are expected to travel together except in those instances where it is more cost effective to travel separately or where pre-approval has been obtained. The travel expense provisions of Article 9 will not be applicable to this position.

Transfer/Relocation Expense

With proper receipts, reasonable and necessary expense incurred by an active employee in the appointed position in connection with temporary relocation will be reimbursed by the Company up to \$7,500 at the beginning and end of the assignment for an Appointee who sells his/her home.

An Appointee who rents at his/her present location or who owns his/her home but plans to rent at the temporary location will be paid a lump sum of \$2,500 at the beginning and end of the assignment. However, if an Appointee retires from the assignment, relocation expenses at the end of the assignment will not be reimbursed. The relocation will be handled under the provisions of the Relocation Plan for Non-management Employees with the exception of the \$7,500 and \$2,500 expense limitations as provided above. Relocation is subject to prior approval by the Company.

Promotion and Transfer

Time in these assignments will apply to the time-in-title provisions of the Working Agreement for promotions or transfers.

Performance

The CWA Appointee is subject to the same standards for productivity and accountability as the Company appointed counterparts. The Company is responsible for addressing performance and behavioral issues of the team member.

Assignment Completion

At the end of the assignment, an Appointee vacating this position will be returned to his/her job title and work location occupied prior to his/her appointment.

Surplus

If surplus is declared in the Appointee's permanent title, he/she will be given the options as follows:

Option A: Return to his/her permanent title and be processed with the current surplus.

Option B: Remain in his/her current assignment until the appointment ends, then be returned to their permanent title and be processed under Article 7.

If eligible, termination pay, SIPP or ESIPP will be based on the permanent title.

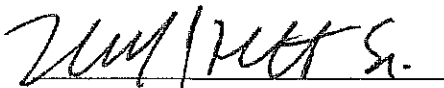
Pension

Pension calculations for an Appointee who retires will be based on the provisions of the applicable pension plan in effect at the time of retirement. Appointment to this position will be considered as a promotion for the application of pension benefits.

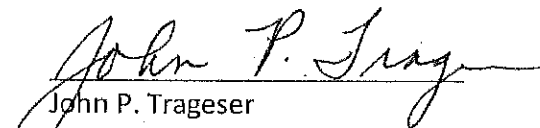
These guidelines supersede any previous agreements or understandings between the parties and will expire concurrent with the 2015 BST Working Agreement. Matters pertaining to the application of this Memorandum of Understanding may be discussed between the Company and CWA at the bargaining level; however, such matters are not subject to the grievance and arbitration procedures.

For the Union

For the Company



Michael J. Fahrenholt, Sr.
CWA State Representative
District 3



John P. Trageser
Executive Director
Labor Relations

Date: 12/10/2015

Date: 12/10/15

Aligning for Success

BellSouth Telecommunications, LLC (BST) and the Communications Workers of America (CWA) have enjoyed a long history of working together to ensure the success of both parties.

Over a decade ago, BST and the CWA laid the foundation for a new kind of alliance. We recognized that real job and financial security could come only through providing "best" service and business success. BST and the CWA recognize that technology cannot create a service culture for the digital age, only people can. Service quality is directly linked to the knowledge, skills and dedication of employees. Rather than letting workplace concerns fester and grow, we must have tools to identify problems and solutions continuously and proactively. To give the CWA a voice in decision-making requires the means to be heard. We must not only talk about creating a partnership, we must codify our commitment. To that end, we will strive to align the CWA and BST at all levels of the business—from the grassroots to the top leadership.

We call this commitment "Aligning for Success"— a BST-wide process through which the CWA and BST can pursue service, growth, and people issues together. The process is designed to create an environment of trust and respect in which BST and the CWA can come together on an ongoing basis to find mutually agreed upon solutions. CWA members will have input in decision-making and problem solving at all levels of BST. As partners, both the CWA and BST will be accountable for fully integrating the program into daily operations.

We believe Aligning for Success will continue to improve the quality of employees' work and family lives, and enable us to better meet customer expectations today and in the future.

Structure and Operation of the Aligning for Success Commitment

Aligning for Success establishes common principles and processes that will guide our interactions with each other and our customers. At the grassroots level, the Local Governance Partnerships (LGPs) carry out plans to achieve financial, service, productivity, training and performance targets for their organizations. They also take action on workplace stress issues or concerns.

LGPs report up to the various Business Unit Operations Boards that have regional oversight and support their LGPs.

A. Local Governance Partnerships ("LGPs")

1. LGPs will be at the local and/or regional levels unless there is otherwise a mutual agreement not to have them at a particular level.
2. LGPs should be roughly composed of an equal number of BST and CWA representatives determined by BST and the CWA. Although the size of an LGP may vary, total membership normally should not exceed 8 individuals.
3. LGPs will meet on a quarterly basis, or as jointly determined by the parties. Reasonable expenses incurred by active employees will be reimbursed by BST when it is necessary for an in person meeting. Furthermore, active employees serving on the LGP will suffer no loss of regular pay for time spent attending LGP meetings.
4. LGPs will pursue activities and initiatives which could include:
 - Addressing service, growth and people issues
 - Discussing and devising plans and approaches to meet the financial, service, productivity, sales and other performance targets
 - Addressing and resolving staffing, training, stress, absenteeism and other workplace issues
 - Reviewing grievance trends and devising actions that could be taken to eliminate the workplace issues underlying those trends

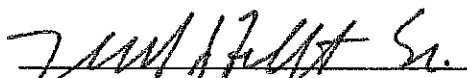
- Jointly developing best practice process improvement plans with respect to action items assigned by the LGP's Business Unit Board
 - Assessing the progress of pending initiatives and the effectiveness of those that have been completed, making adjustments as needed in order to develop further improvements
5. It is not the intent of the LGP to modify or interpret the Labor Agreement. Any proposed changes to the Labor Agreement are to be referred to Continuous Bargaining.

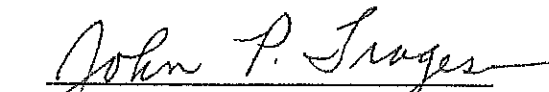
B. Business Unit Operations Boards

1. Business Unit Operations Boards in Consumer, Network, and Small Business will oversee and assist their subordinate LGPs in their pursuit of continuously improving service standards and the work environment unless there is otherwise a mutual agreement not to utilize a Business Unit Board.
2. Each Business Unit Operations Board may include:
 - Up to six BST designees
 - Up to six CWA designeesEach Board will be co-chaired by a BST and a CWA representative.
3. The Business Unit Operations Boards may hold regular quarterly meetings, unless mutually agreeable to do otherwise. Reasonable expenses incurred by active employees will be reimbursed by BST when it is necessary for an in person meeting. Furthermore, active employees serving on the Board will suffer no loss of regular pay for time spent attending Board meetings.
4. Each Business Unit Operations Board may:
 - Develop initiatives, investigations, and other activities that it will charge all, or designated LGPs, within its jurisdiction to pursue.

- Receive feedback and input from the LGPs relative to their operation and activities.
 - Take appropriate action to address issues that are impeding the effectiveness of an LGP.
 - Study innovations, process improvements, and other successes that are reported by the LGPs to determine whether they might be implemented on a broader scale.
 - Evaluate issues, barriers and other problems that are identified by the LGPs and determine whether they can or should be resolved at the bargaining level.
5. It is not the intent of the Business Unit Operations Boards to modify or interpret the Labor Agreement. Any proposed changes to the Labor Agreement are to be referred to Continuous Bargaining.
 6. With the concurrence of the co-chairs, a Business Unit Operations Board may establish task forces to investigate, analyze, and make recommendations to the Board concerning any of the matters described in Paragraph 4 above.

These guidelines supersede any previous agreements or understandings between the parties and will expire concurrent with 2015 Working Agreement.


Michael J. Fahrenholt, Sr.
CWA State Representative
District 3


John P. Trageser
Executive Director
Labor Relations

Date: 12/10/2015

Date: 12/10/15

**MEMORANDUM OF UNDERSTANDING
COMMUNICATIONS WORKERS OF AMERICA
APPOINTED POSITION – PROCESS IMPROVEMENT**

This Memorandum of Understanding between the Communications Workers of America and BellSouth Telecommunications, LLC outlines the understanding reached in connection with the CWA appointed positions. These guidelines cover the bargained for full-time CWA Appointee for Process Improvement (Process Improvement Representative). Effective upon the signing of this memorandum, the following selection and administrative guidelines will apply.

Selection

The Vice President, CWA District 3 will select the individual to serve in the CWA appointed position. The reporting location of this assignment will be agreed upon by the parties at the bargaining level.

Selection Criteria

Employees considered for this position should possess strong oral and written communications skills, strong interpersonal and facilitation skills, be willing to travel in some assignments, and evidence a strong commitment to joint Company/CWA initiatives.

During the course of this assignment, the Appointee shall not engage in other Union activities such as the processing of grievances and other CWA Staff work. The Company will not pay any wages or expenses in connection with other Union related functions.

Term of Assignment

Normally, this position is a rotational assignment with a three year term. After the first three years, CWA has the option to rotate an Appointee out of the position and select a replacement. However, the length of any assignment may be extended or abbreviated by mutual agreement.

Tour Length

The normal tour length of this position will be 7.5 hours.

Pay

1 Process Improvement Rep @ Wage Scale 36 + 15% of appropriate step rate

The Appointee's wage length of service on his/her permanent title will be used to place the Appointee on the appropriate step of Wage Scale 36.

Zone classification shall be based on the place of reporting for the temporary assignment. Periodic bargained for wage increases are applicable and are also based on Wage Scale 36. Promotional increase provisions of the Working Agreement do not apply.

Overtime

Normally, it is not expected that overtime will be necessary; however, when overtime is required, Management Guidelines will apply. These provisions include adjusting hours so that an Appointee will not exceed his/her scheduled hours in a workweek or overtime pay if appropriate.

Travel Expense

Travel expenses in connection with approved activities by an active employee in the appointed position will be reimbursed using the same procedures used by management. It is expected that a personal vehicle or a rental car will be utilized in traveling, whichever is more cost effective. Furthermore, Company/CWA teams are expected to travel together except in those instances where it is more cost effective to travel separately or where pre-approval has been obtained. The travel expense provisions of Article 9 will not be applicable to this position.

Transfer/Relocation Expense

With proper receipts, reasonable and necessary expense incurred by an active employee in the appointed position in connection with temporary relocation will be reimbursed by the Company up to \$7,500 at the beginning and end of the assignment for an Appointee who sells his/her home.

An Appointee who rents at his/her present location or who owns his/her home but plans to rent at the temporary location will be paid a lump sum of \$2,500 at the beginning and end of the assignment. However, if an Appointee retires from the assignment, relocation expenses at the end of the assignment will not be reimbursed. The relocation will be handled under the provisions of the Relocation Plan for Non-management Employees with the exception of the \$7,500 and \$2,500 expense limitations as provided above. Relocation is subject to prior approval by the Company.

Promotion and Transfer

Time in these assignments will apply to the time-in-title provisions of the Working Agreement for promotions or transfers.

Performance

The CWA Appointee is subject to the same standards for productivity and accountability as the Company appointed counterparts. The Company is responsible for addressing performance and behavioral issues of the team member.

Assignment Completion

At the end of the assignment, an Appointee vacating this position will be returned to his/her job title and work location occupied prior to his/her appointment.

Surplus

If surplus is declared in the Appointee's permanent title, he/she will be given the options as follows:

Option A: Return to his/her permanent title and be processed with the current surplus.

Option B: Remain in his/her current assignment until the appointment ends, then be returned to their permanent title and be processed under Article 7.

If eligible, termination pay, SIPP or ESIPP will be based on the permanent title.

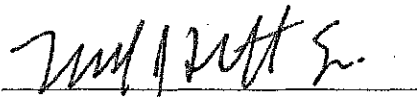
Pension

Pension calculations for an Appointee who retires will be based on the provisions of the applicable pension plan in effect at the time of retirement. Appointment to this position will be considered as a promotion for the application of pension benefits.

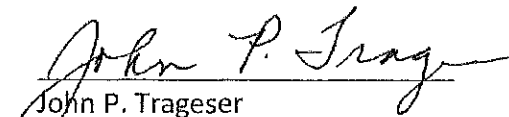
These guidelines supersede any previous agreements or understandings between the parties and will expire concurrent with the 2015 BST Working Agreement. Matters pertaining to the application of this Memorandum of Understanding may be discussed between the Company and CWA at the bargaining level; however, such matters are not subject to the grievance and arbitration procedures.

For the Union

For the Company



Michael J. Fahrenholt, Sr.
CWA Staff Representative
District 3



John P. Trageser
Executive Director
Labor Relations

Date: 12/10/2015

Date: 12/10/15

**MEMORANDUM OF AGREEMENT
PERFORMANCE DISCHARGE FOR COLLECTION REPRESENTATIVES**

This agreement between the Communications Workers of America (CWA) and BellSouth Telecommunications, LLC (BST) outlines the understanding reached by the parties related to Article 11.01A1 of the BST Working Agreement. The agreement is as follows:

Purpose:

To reduce the turnover rate in the Collection Representative title in the Finance organization as a result of employees failing to meet performance objectives.

How:

Modify the provisions of Article 11.01A1 of the BST Working Agreement such that –

If an employee has 9 months or less of seniority and is terminated due to performance, a charge that the discharge was without just cause will be subject to the full grievance procedure set forth in Article 21 but will not be subject to arbitration.

Intent:

To provide the organizations additional time to work with employees who would otherwise be terminated within the first 6 months of employment for failing to meet Company defined performance objectives. It is not the intent of the agreement to affect the language of Article 11.01A1 related to terminations for attendance & punctuality or misconduct.

Affected Organizations:

BST – Finance

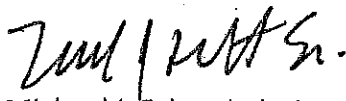
Affected Title:

Collection Representative, Wage Scale 18

Duration:

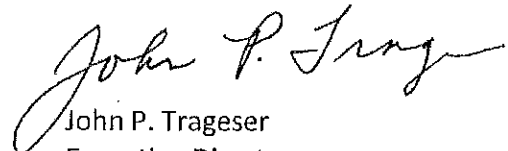
This Memorandum of Agreement is for the life of the current 2015 BST Working Agreement unless either party decides to terminate early by providing 30 days advance written notification to the other party at the bargaining level of intent to terminate the agreement.

For the Union:


Michael J. Fahrenholt, Sr.
CWA Staff Representative
District 3

Date: 12/10/2015

For the Company:


John P. Trageser
Executive Director
Labor Relations

Date: 12/10/15

Memorandum of Agreement Flexible Vacation Day (FVD)

This Memorandum of Agreement between BellSouth Telecommunications, LLC (the Company) and the Communications Workers of America (the Union) outlines the agreement reached to allow one vacation day to be used flexibly. The parties recognize that it is in the best interest of the employees to have the ability to take time off for short intervals because of personal reasons. The provisions are outlined below:

Scope

All titles within the Customer Assistance Bureau in Orange Park, Florida.

Guidelines

1. Employee may designate one (1) scheduled vacation day to be used flexibly.
2. This time shall be taken in increments of no less than one (1) hour.
3. The employee must request the FVD 24 hours in advance of time granted. The Administrative Manager (or his/her designee) or the Center Manager has the discretion to grant FVD with shorter advanced notice based on special situations and/or the needs of the business.
4. An increment may be taken at any time during the trial period up to and including the actual scheduled FVD provided the employee notifies the Administrative Manager or duty supervisor of his/her repair center, and not more than 25% of the work group is already off. In the event more than 25% of the work group is off, then the time may be granted consistent with the needs of the business.
5. Such time should not be taken on Mondays, except for emergencies unless the needs of the business will allow otherwise.
6. If there is unused time available on the scheduled vacation day so designated by the employee as their FVD, the employee must take the remaining time on the scheduled day.

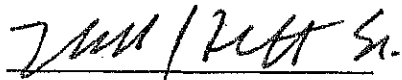
7. The FVD may be rescheduled to any remaining available time at the request of the employee provided no portion of the FVD has been used.
8. The Administrative Manager (or his/her designee) or the Center Manager will be the single point of contact for granting such time.
9. Either party reserves the right to terminate this agreement by giving 30 days advance notification to the other party at the Bargaining Level. Should the agreement be terminated, employees who have taken less than a full FVD, will have 90 days from the date of the notification to schedule and take the remaining hours of the FVD. If an employee has not taken any of their FVD as of the date of the notification, the day will be converted back to a regular vacation day.

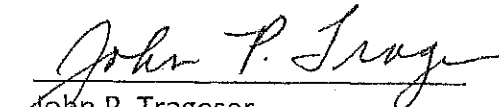
Duration

This Memorandum of Agreement is for the life of 2015 BST Working Agreement.

For the Union:

For the Company:


Michael J. Farhenholt, Sr.
CWA State Representative
District 3


John P. Trageser
Executive Director
Labor Relations

Date: 12/10/2015

Date: 12/10/15

Memorandum of Agreement Flexible Vacation Day (FVD)

This Memorandum of Agreement between BellSouth Telecommunications, LLC (the Company) and the Communications Workers of America (the Union) outlines the agreement reached to allow two vacation days to be used flexibly. The parties recognize that it is in the best interest of the employees to have the ability to take time off for short intervals because of personal reasons. The provisions are outlined below:

Scope

All titles within Consumer Services.

Guidelines

1. Employee may designate two (2) scheduled vacation days to be used flexibly.
2. This time shall be taken in increments of no less than one (1) hour.
3. An increment may be taken at any time up to and including the actual scheduled FVD provided the employee notifies his/her supervisor and provided not more than 25% of the work group is already off. In the event more than 25% of the work group is off, then the time may be granted consistent with the needs of the business.
4. Such time should not be taken on Mondays or the day after a holiday, except for emergencies unless the needs of the business will allow otherwise.
5. If there is unused time available on the scheduled vacation day so designated by the employee as their FVD, the employee must take the remaining time on the scheduled day.
6. The FVD may be rescheduled to any remaining available time at the request of the employee provided no portion of the FVD has been used.

Duration

This Memorandum of Agreement is for the life of the 2015 BST Working Agreement.

For the Union:

For the Company:

Michael J. Fahrenholt Sr.
Michael J. Fahrenholt, Sr.
CWA State Representative
CWA District 3

John P. Trageser
John P. Trageser
Executive Director
Labor Relations

Date: 12/10/2015

Date: 12/10/15

**MEMORANDUM OF AGREEMENT
EXCUSED TIME FOR UNION ACTIVITY**

This Memorandum of Agreement (MOA) between the Communications Workers of America (CWA) and BellSouth Telecommunications, LLC d/b/a AT&T Southeast (the Company) outlines the understanding reached by the parties to provide excused time to employees for Union activities in Utility Operations Working Agreement.

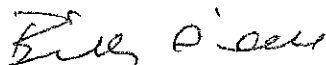
The parties agree to the following provisions for Unpaid Union Activities:

Union representatives may request a reasonable amount of time off without pay for Union activities. Such requests for time off must be submitted in writing to the Union representative's supervisor at least three (3) working days in advance, whenever possible. In determining whether to grant such requests, the Company shall give due consideration to service requirements as determined by the Company, the requests for time off from other employees, and its ability to replace the Union representative's services.

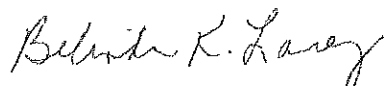
The Union will designate these representatives in writing to the Company.

Time off for Union activities will be limited to 200 hours per calendar year per Union representative except that one representative per local who represents at least 150 employees may be granted up to 560 hours per calendar year. Additional time may be granted upon approval at the Company bargaining level.

This Memorandum of Agreement is effective with the signing of this agreement and will remain in effect for the life of the Working Agreement.



Billy O'Dell
CWA Representative



Belinda K. Lacey
Director
Labor Relations

Date: December 10, 2015

Date: December 10, 2015

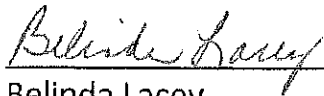
Letter of Agreement

This agreement between the Communications Workers of America (the Union) and Bellsouth Telecommunications, LLC for Utility Operations (the Company) outlines the understanding reached by both parties in regard to adding two members from Utility Operations to the BST Occupational Safety and Health Committee.

These two added members shall include one member from the Union and one member from the Company, to be appointed by the Union and the Company respectively. Administration and operation of the Occupational Safety and Health Committee as reference in Article 16.03 of the BST agreement will apply to these two added members.

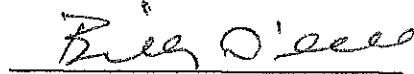
This Letter of Agreement is effective with the signing of this agreement and will remain in effect for the life of the Utility Operations Working Agreement.

For the Company:



Belinda Lacey
Director
SE Labor Relations

For the Union:



Billy O'Dell
CWA Representative
CWA District 3

Date: 12-10-15

Date: 12-10-15

**MEMORANDUM OF AGREEMENT
PROMOTIONAL WAGE TREATMENT
BST UTILITY OPERATIONS**

This Memorandum of Agreement between the Communications Workers of America (the Union) and BellSouth Telecommunications, LLC. (the Company) and outlines the agreement reached by the parties regarding handling of promotional wage increases for employees covered under the BST Utility Operations Working Agreement.

When employees within Utility Operations are promoted to a higher rated job within the Utility Operations bargaining unit, the Company and Union have agreed to use the following approach:

An employee's length of service in the lower rated position or Wage Experience Date ("WED") will be used in determining the appropriate step rate for the higher rated job, whichever is greater. In no instance will this result in an employee receiving less than their current rate of pay.

This provision will apply to Utility Operations employees that are promoted within the Utility Operations bargaining unit during the life of the 2015 Utility Operations Working Agreement.

For the Union:

Billy O'Dell
CWA Representative
CWA District 3

Date:

Billy O'Dell

For the Company:

Belinda K. Lacey
Director
Labor Relations

Date:

12-10-15

MEMORANDUM OF UNDERSTANDING PAYROLL DEDUCTION OF CWA-COPE

This Memorandum is made and entered into with respect to the following collective bargaining agreements: BellSouth Telecommunications, LLC; AT&T Billing Southeast, LLC; and Utility Operations (the AT&T Companies which employ individuals in these bargaining units are, for ease of reference, herein collectively referred to as the "Company"). This memorandum sets forth the terms and conditions whereby eligible employees who are represented by the Communications Workers of America (herein referred to as the "Union") may make voluntary contributions through payroll deduction to CWA-COPE, a separately segregated Political Action Committee (PAC) sponsored by the Union.

Whereas, the Company and the Union have agreed that the terms of this agreement are effective upon ratification of the 2015 Labor Agreements between the parties and for the life of the 2015 Labor Agreements.

The terms of the agreement are:

1. Eligibility to participate in contributions to CWA-COPE is restricted to those employees of the Company who are certified by the Union as eligible under applicable federal and state laws. Participation by eligible employees shall be on a voluntary basis and employees shall be so informed by the person soliciting their participation on behalf of the Union.
2. Deductions from employees' pay shall be made each pay period and will begin or change in the first pay period ending in the month following receipt of a signed payroll deduction authorization (PRD) card. Authorization cards are to be forwarded to the AT&T Personnel Records Center by the 20th calendar day of a month in order for them to be effective in the month following receipt. Deductions shall be in the minimum amount of 25 cents per pay period. The employees' pay drafts will carry an indication of the PAC deduction.
3. The Company will remit contributions to the Treasurer, CWA-COPE Political Contributions Committee monthly, following the deduction from the employees' pay. In addition, the Company will transmit monthly a list of contributors through payroll deductions showing the contributors' names and amounts contributed.

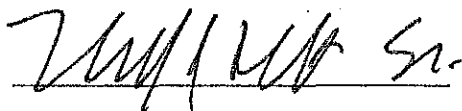
4. Any employee's payroll deduction shall cease only upon the occurrence of any of the following:
 - a. Termination of a participating employee's employment with the Company.
 - b. Retirement of a participating employee.
 - c. Transfer of a participating employee out of the bargaining unit.
 - d. Receipt in the AT&T Personnel Records Center of written notice to cancel contributions to CWA-COPE signed by the employee.

5. This agreement is subject to applicable federal, state and local laws and regulations and shall not be effective where prohibited by any such laws or regulations.

6. The parties agree the Company assumes no responsibility under this agreement other than the collection of contributions pursuant to employee authorization of payroll deductions and forwarding of such amounts collected to CWA-PAC. 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 by this agreement.

Communications Workers of America

BellSouth Telecommunications, LLC
AT&T Billing Southeast, LLC
Utility Operations



Michael J. Fahrenholt, Sr.
CWA State Representative
District 3



John P. Trageser
Executive Director
Labor Relations

Date: 12/10/2015

Date: 12/10/15



John Trageser
Executive Director
Labor Relations

675 West Peachtree ST, NW
Suite 42N10
Atlanta, GA 30375

T: 404 927-3462
F: 404 927-3470
jt9467@att.com

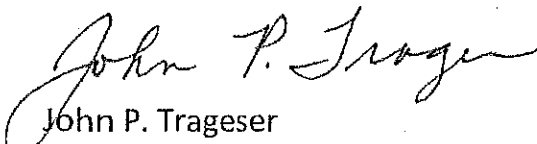
August 9, 2015

Mr. Michael J. Fahrenholt, Sr.
CWA State Representative
Communications Workers of America
District 3
3516 Covington Highway
Decatur, GA 30032

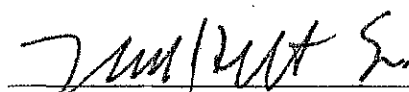
Dear Mr. Fahrenholt:

This will confirm our understanding that while the Parties reached a tentative agreement on the Union Dues Memorandum Of Understanding, the Parties have further agreed that the Company will work with CWA National Secretary-Treasurer's office prior to implementing a modified monthly electronic transmission of information to the Union to replace Sensitive Personal Information such as Social Security Numbers and date of birth for employees with dues deductions.

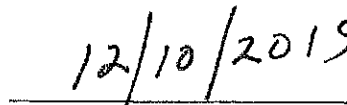
Sincerely,


John P. Trageser
Executive Director
Labor Relations

Acknowledged:



Michael J. Fahrenholt, Sr.



Date

MEMORANDUM OF UNDERSTANDING UNION DUES DEDUCTIONS

This Memorandum is made and entered into this 10TH day of DECEMBER 2015, with respect to the following collective bargaining agreements: BellSouth Telecommunications, LLC; AT&T Billing Southeast, LLC; and Utility Operations (the AT&T Companies which employ individuals in these bargaining units are, for ease of reference, herein collectively referred to as the "Company"). This memorandum sets forth the terms and conditions under which the Company will withhold and remit union dues on behalf of Company employees who are represented by the Communications Workers of America (herein referred to as the "Union").

Whereas, the Company and the Union have agreed that the terms of this agreement have been in effect since August 9, 2015 and will apply retroactively to that date, and

Whereas, the Company and the Union have agreed in the Payroll Dues Deduction articles of their Working Agreements, that the Company make payroll deductions of Union dues or an amount equal to Union dues upon the written direction and consent of eligible employees of the Company, and

Whereas, the Company and the Union desire to set forth in this Memorandum the procedures to be followed in the operation of this payroll deduction plan,

Now, therefore, the Company and the Union agree as follows:

1. It is the intent of the Company to comply with the terms and conditions contained in payroll deduction authorizations signed by participating employees, including time periods specified in such authorizations for participating employees to cancel authorizations for such payroll deductions. The parties acknowledge the existence of several types of deduction authorization cards issued by the Union prior to the date of this Memorandum that remain in effect and whose provisions will be honored by the Company.
2. It is understood and agreed that only two (2) types of cards, lettered "C-KP" and "G" and attached hereto, will be provided by the Union and will be accepted by the Company on and after the effective date of this Memorandum. The card lettered "C-KP" has been and will continue to be used only in states where mandatory dues payments are lawful, and where contract terms necessary to effect such deductions have been included in the Working Agreement in effect at the time that the deductions are to be made.
3. The Company agrees to make authorized deductions from only the first two check dates in each month. For an authorized deduction to be effective, for the first or second pay day in the month, the card must have been received by the

AT&T Personnel Records Center by the last work day before the end of the given payroll period (usually the Friday before a payroll period closes on Saturday). Authorization cards should be forwarded to the AT&T Personnel Records Center as they are accepted by the Union.

4. The Union agrees, before transmitting such payroll deduction authorization cards to the AT&T Personnel Records Center handling the payroll, to review them and verify they have been properly completed by the employee and the employee is within the bargaining unit represented by the Union. Insofar as it is able to do so, the Union agrees not to transmit to the Company any card that has not been so verified.
5. Deductions will not be made for less than the full amount authorized by the employee.
6. When there are insufficient funds to cover all payroll deductions authorized by the employee, then Union dues deductions and deductions for allotments to the Savings and Security Plan, respectively, shall have priority over all authorized deductions except those required by law and those authorized deductions for insurance.
7. The Company agrees, where necessary, to provide for make-up of missed deductions where failure to deduct is the result of insufficient pay for reasons other than unauthorized absence. As such, the Company agrees to reimburse, at the direction of the Union and on a case-by-case basis, make-up deductions taken in excess of two pay periods.
8. Deductions made during a month in which an employee's status changes so that such deductions are no longer applicable will be remitted for the partial month in which they were collected prior to the change.
9. The Union agrees that the Company may refund to employees deductions, which are improperly made and deduct the amount of such refunds from a subsequent remittance to the Union.
10. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, litigation expenses (including attorneys' fees) or other forms of liability which may arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Memorandum, or in reliance on any authorization or assignment furnished under the Memorandum.

11. Remittance of union dues deductions made in any month will be made by the Company to CWA National in Washington D.C. This remittance includes union dues deducted in the month for the following:

- CWA Legacy AT&T East Labor Contracts
- CWA Legacy AT&T Midwest Labor Contracts
- CWA AT&T Mobility Labor Contracts
- CWA AT&T Southeast Labor Contracts
- CWA AT&T Southwest Labor Contracts
- CWA Legacy AT&T (pre-SBC merger) Labor Contracts

Note: The CWA AT&T West Labor Contracts have union dues remitted later in the month to CWA National in Washington, D.C.

The Company creates four separate union dues interface files. Three are created on the last calendar day of each month for dues deducted in the current month for all CWA AT&T Labor contracts except CWA AT&T West Labor. This fourth file is created after the first check date in the month. All four files are electronically sent (FTP) to CWA National upon creation. Four separate monthly remittance reports are created from the four interface files and the Company typically processes the remittances within two working days of the remittance reports becoming available. The interface files report the union local based on where employees are at the end of each month.

The four monthly interface files contain the following data elements as reported to CWA National.

1. SSN
2. LAST NAME
3. FIRST NAME
4. MIDDLE INITIAL
5. HOME STREET1
6. HOME STREET2
7. HOME CITY
8. HOME STATE
9. HOME ZIPCODE
10. UNION LOCAL
11. WORK LOCATION
12. DUES AUTHORIZED
13. DUES DEDUCTED (non-tpa)
14. DUES DEDUCTED (AWARDS)
15. WEEKLY BASE WAGE
16. NCS DATE
17. BIRTH DATE

18. JOB CLASSIFICATION
19. STATUS CODE
20. STATUS CODE CHANGE DATE
21. SEX CODE
22. BUILDING CODE
23. DEPARTMENT(UNION CODE)
24. BASIC HOURS OF WORK
25. JOB NUMBER
26. JOB DESCRIPTION
27. WORK STREET
28. WORK ROOM
29. WORK CITY
30. WORK STATE
31. WORK ZIPCODE
32. HALF-PAY DISABILITY CODE
33. FILLER
34. NON-MEMBER INDICATOR
35. COMPANY CODE
36. AWARD AMOUNT
37. INITIATION FEE
38. COST CENTER

The Company reports the following status codes on the monthly interface files.

- 01 – New Hire
- 04 – Rehire (History in current payroll system)
- 05 – Rehire (No history in current payroll system)
- 07 – Separate/Rehire (used for a separation and subsequent rehire with no break in service)
- 31 – Placement
- 37 – Mgt Sub Mvmt W/I eLink
- 40 – Mgt Sub Mvmt to eLk-No Hist
- 43 – Mgt Sub Mvmt to eLk w/Hist
- 46 – Mgt Sub Mvmt out of eLink
- 49 – Nmgt Sub Mvmt W/I eLink
- 52 – Nmgt Sub Mvmt to eLk-NoHist
- 55 – Nmgt Sub Mvmt to eLk w/Hist
- 58 – Nmgt Sub Mvmt out of eLink
- 61 – Begin Leave of Absence
- 64 – Extend Leave of Absence
- 67 – Return From Leave of Absence
- 79 – Separation from Service
- 82 – Work completed

- 85 – Dismissed
- 88 – Deceased

12. The Company will notify the Union each month of the name, department, and work location of all represented employees who separated from service during the preceding month.
13. The Company will recognize methods of determining the amount to be deducted as certified to the Company by the Secretary-Treasurer of the Communications Workers of America. The regular monthly deductions may vary from Local to Local but shall be uniform within a Local. All such monthly deductions will be equated to the first and second payday in the month for the purpose of making deductions.
14. The Union will furnish the Company a list of dues rates or percentages by Locals showing the jurisdiction of each Local and will keep the Company currently advised of any change in such dues rates or percentage or jurisdiction. Changes by a Local will be certified to the Company by the Secretary-Treasurer of the Communications Workers of America and handled as follows:
 - a. Under the percent basis for determining deductions, the Union will certify to the Company a percentage for each Local, to the nearest hundredth of a percent, which is to be applied to the basic pay.
 - b. Where percentage or hours pay authorizations are used the rate of pay to which the percentage will be applied will be the employee's rate in effect for the payroll period being processed.
15. Changes in dues rates or percentages authorized by a Local will be certified to the Company by the Secretary-Treasurer of the Union. Such certifications will be submitted ninety (90) days or more prior to the month in which such changes are to occur.
16. Employees who are promoted to acting management positions shall continue to have deductions made at the same dollar amount that was in effect immediately preceding the appointment to the acting management position.
17. The Company will notify the Union forthwith of the Social Security Number, First and Last Name, work location, Job Title and date of cancellation of all authorizations canceled at the request of the employee.
18. Authorizations for deductions will be automatically canceled when an employee leaves the service of the Company or goes on a leave of absence. However, if an employee has on file a written order authorizing a dues payroll deduction, he will

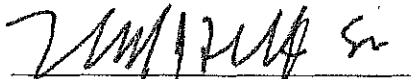
not be required to sign a new order when he returns from a leave of absence to have such deduction resumed.

19. Type "G" authorization cards may be revoked only during the ten-day periods referred to in the Working Agreement. Authorization cards, which by their terms are revocable at will, are not subject to the ten-day period referred to in the Working Agreement. The Union will ensure that the appropriate Payroll Office copy of the multi-copy authorization card is sent to the Company's Payroll Office.
20. Authorizations of employee dues deductions will automatically be transferred in case of Inter-Company and Intra-Company movement by the employee. Dues collected at the transferor and transferee locations will be remitted by those locations.
21. This Memorandum of Understanding shall expire contemporaneously with the termination date provided in the Duration of Agreement article of the Company Working Agreements that are subject to this Memorandum.

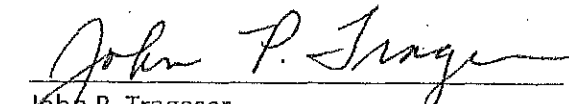
IN WITNESS WHEREOF, the foregoing Memorandum has been executed in the day and year first above written.

Communications Workers of America

BellSouth Telecommunications, LLC
AT&T Billing Southeast, LLC
Utility Operations



Michael J. Fahrenholt, Sr.
CWA State Representative
District 3



John P. Trageser
Executive Director
Southeast Labor Relations

Date: 12/10/2015

Date: 12/10/15

Exhibit 1

"G" Form
PAYROLL DEDUCTION AUTHORIZATION

(Print)	Last Name	Given Name	Middle Name or Initial
Department	Social Security Number		Local Number
Work Location (City or Town)	State	Zip Code	

Beginning in _____, _____, I hereby authorize _____ to deduct each month from my salary or wages, sickness or accident disability payments, other benefit payments, or vacation payments, an amount equal to the regular monthly Union dues as certified to the Company by the Secretary-Treasurer of the Communications Workers of America. This authorization is voluntarily made and is neither conditioned on my continuing as a member of the Union, nor given as the consideration for membership. Each amount so deducted shall be remitted by the Company to the Secretary-Treasurer of the Communications Workers of America or his duly authorized agent. If for any reason the Company fails to make a deduction, I authorize the Company to make such deduction in a subsequent payroll period.

This authorization shall continue in effect until canceled by written notice from the Secretary-Treasurer of the Communications Workers of America, or until canceled by an individual notice signed by me, and sent individually by certified mail to the Company with a copy to the Union, postmarked during the ten (10) day period prior to the termination date of the current or any subsequent Agreement between the Company and the Union, or during the same ten (10) calendar days in each year prior to the termination date of the then existing Agreement.

Date

Signature of Employee

"C-KP" Form
PAYROLL DEDUCTION AUTHORIZATION

(Print)	Last Name	Given Name	Middle Name or Initial
Department	Social Security Number		Local Number
Work Location (City or Town)	State	Zip Code	

On the effective date entered on this card as indicated below, and continuing until canceled by written notice from me or from the Secretary-Treasurer of the Communications Workers of America, I hereby authorize the Company to deduct each month from my salary or wages, sickness or accident disability payments, other benefits payments, or vacation payments, the amount of my regular monthly dues or an amount equal to the monthly dues applicable to members as certified to the Company by the Secretary-Treasurer of the Union. Each amount so deducted shall be remitted by the Company to the Secretary-Treasurer of the Union or his duly authorized agent. If for any reason the Company fails to make such deduction, I authorize the Company to make such deduction in a subsequent payroll period.

Date	Signature of Employee
------	-----------------------

**MEMORANDUM OF AGREEMENT
CLOSED KEY TIME**

Consumer Services, Finance and Small Business Services

This agreement between the Communications Workers of America (CWA) and BellSouth Telecommunications, LLC (BST) outlines the understanding reached by the parties related to closed key time. The agreement is as follows:

Purpose:

The Company recognizes the importance of providing closed time to Collections Representatives, Sales Associates, Sales Consultants and Service Representatives for the purpose of staying current on changes in practices and procedures, development, customer follow-up and/or service order correction.

How:

The Company agrees to provide closed key time to each employee as follows:

- One hour of closed key time per week in Small Business Services & Finance's Collections Centers (handling accounts receivables for Consumer & Small Business customers)
- Fifteen (15) minutes of closed key time per day in Consumer Services

Affected Organizations:

BST – Consumer Services, Finance and Small Business Services

Affected Titles:

Collections Representative, WS18 (handling accounts receivables for Consumer & Small Business customers); Sales Associate, WS27; Sales Consultant, WS27L and Service Representative, WS23 (in Consumer Services and Small Business Services)

Guidelines:

- Excludes Mondays, Holidays and the day after a Holiday
- Used for business purposes such as catching up on email, reviewing job aids or other training or reference material, reviewing results, reviewing A&R, finish and/or correct service orders
- Can only be used in the scheduled or designated time period

- Be guaranteed but optional for all employees
- Does not include formal training time or meeting time
- Does not include outbound calling
- Cannot be saved or carried over from week to week or day to day
- Does not constitute a break
- Management will designate the work to be performed when closed time is allotted
- In the event of major incidents impacting our call volumes or ability to serve the public, closed key time may be suspended.

Duration:

This Memorandum of Agreement is for the life of the 2015 BST Working Agreement.

For The Union

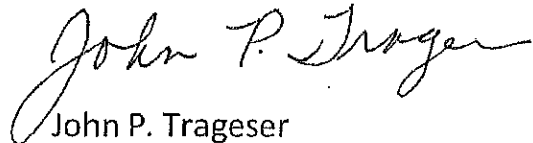


Michael J. Fahrenholt, Sr.
CWA State Representative
District 3

Date:

12/10/2015

For The Company



John P. Trageser
Executive Director
Labor Relations

Date:

12/10/15

EASY TIME

Consumer Services and Consumer Collections in Finance

This agreement between the Communications Workers of America (CWA) and BellSouth Telecommunications (BST) outlines the understanding reached by the parties in regard to the implementation of Easy Time (ET).

This agreement allows the ET plan to cover all Service Representatives, Sales Associates, Sales Consultants and Office Assistants in Consumer and Consumer Collections Representatives and Consumer Collections Office Assistants in Finance.

Purpose of Easy Time:

Provide employees with greater flexibility and control of time off needed as a result of personal and/or family obligations.

Guidelines:

- Fifteen-minute increments of time, up to two full vacation days, are available to employees for personal and/or family obligations.
- Only one vacation day may be utilized as Easy Time during the first quarter of the calendar year.
- An increment may be taken provided not more than 25% of the work group has already been granted time off. In the event more than 25% of the work group is scheduled off, then the time may be granted consistent with the needs of the business.
- Employee will advise supervisor or in-charge personnel that ET is needed. No justification is required.
- Holidays, the day following a Holiday, Saturdays and Mondays are not available for ET use.
- ET can be used after the fact, but the employee MUST notify the supervisor or in-charge personnel during the first session of the scheduled tour and the 25% rule will still apply.

- ET is not an option available for use for the employee's personal illness.
- Employees will be required to identify the scheduled vacation day from which ET will be deducted. Once a whole day is broken with ET, that day must be used in its entirety before another day is broken.
- ET cannot be denied (except for the limits of the 25% rule) and no reason has to be given by the employee for ET. Other time off could be denied due to service requirements, while ET was granted. If other time off is unavailable, the request can be changed to ET and may be granted subject to the 25% rule.

Omission:

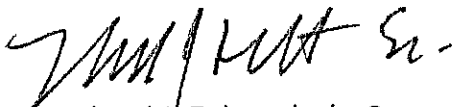
The parties have attempted to include all issues associated with the Easy Time (ET) program. To the extent a situation arises that was not contemplated by the parties, it is agreed to initiate discussion at the Executive Level in an effort to resolve such matters.

Duration:

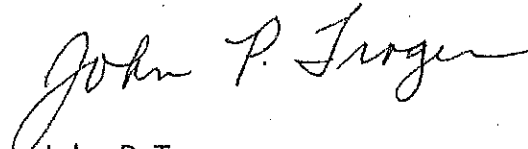
Easy Time will continue for the life of the 2015 Working Agreement.

For The Union

For The Company



Michael J. Fahrenholt, Sr.
CWA State Representative
District 3



John P. Trageser
Executive Director
Labor Relations

Date: 12/10/2015

Date: 12/10/15

MEMORANDUM OF AGREEMENT
SERVICES TECHNICIANS AND SURPLUS/AFFECTED FACILITY
TECHNICIANS AND OUTSIDE PLANT TECHNICIANS SURPLUS
EMPLOYEES

A surplus Services Technician (ST) or a surplus Facility Technician who has been processed through the steps of Article 7 Force Adjustments of the 2015 BST Collective Bargaining Agreement and has ranked all stay on payroll options (excluding bumping) and has not been placed, may, by order of seniority, displace the most junior Wire Technician, in the U-Verse Field Operations within 35 miles. If no Wire Technician is available within 35 miles, then the surplus ST or surplus FT may displace the most junior Wire Technician, within the state, provided that he/she meets the basic qualifications of the Wire Technician job title and is satisfactorily meeting performance and attendance requirements in his/her current title.

A surplus Outside Plant Technician (OPT) who was surplused or bumped by a surplus ST or FT and who has been processed through the steps of Article 7 Force Adjustments of the 2015 BST Collective Bargaining Agreement and has ranked all stay on payroll options (excluding bumping) and has not been placed, may by order of seniority, displace the most junior Wire Technician in the U-Verse Field Operations within 35 miles. If no Wire Technician is available within 35 miles, then that OPT may displace the most junior Wire Technician, within the state, provided that he/she meets the basic qualifications of the Wire Technician job title and is satisfactorily meeting performance and attendance requirements in his/her current title. However, no surplus or bumped OPT shall displace a Wire Technician if 12% or more of the employees in the Wire Technician job title within the exchange and exchanges within 35 miles have economic protections pursuant to Section 14, Economic Protection Following Placement Into The Wire Technician Position Of Surplus BST Employees in the Network Addendum – UFO and; Section 13, Force Movement Of Employees in the Network Addendum – UFO, Sub Section I, Treatment of Surplus Employees Who Move To The Wire Technician Job Title From A Job Title Under the BST Agreement.

Displaced ST, FT and OPT identified herein will maintain 7.01K rights.

Duration:

This Memorandum of Agreement will expire at the end of the 2015 Working Agreement between the Parties, unless the Parties mutually agree to extend.

Michael J. Fahrnholt Sr.
Michael J. Fahrnholt, Sr.
CWA Staff Representative
District 3

John P. Trageser
John P. Trageser
Executive Director
Labor Relations

Date 12/10/2015

Date 12/10/15

MEMORANDUM OF AGREEMENT
PERFORMANCE DISCHARGE FOR SALES ASSOCIATES

This agreement between the Communications Workers of America (CWA) and BellSouth Telecommunications, LLC (BST) outlines the understanding reached by the parties related to Article 11.01A1 of the BST Working Agreement. The agreement is as follows:

Purpose:

To reduce the turnover rate in the Sales Associate title in the Small Business Services and Consumer Services organizations as a result of employees failing to meet performance objectives.

How:

Modify the provisions of Article 11.01A1 of the BST Working Agreement such that –

If an employee has 9 months or less of seniority and is terminated due to performance, a charge that the discharge was without just cause will be subject to the full grievance procedure set forth in Article 21 but will not be subject to arbitration.

Intent:

To provide the organizations additional time to work with employees who would otherwise be terminated within the first 6 months of employment for failing to meet Company defined performance objectives. It is not the intent of the agreement to affect the language of Article 11.01A1 related to terminations for attendance & punctuality or misconduct.

Affected Organizations:

BST – Small Business Services and Consumer Services

Affected Title:


Sales Associate, Wage Scale 27


Duration:

This Memorandum of Agreement is for the life of the current 2015 BST Working Agreement unless either party decides to terminate early by providing 30 days advance written notification to the other party at the bargaining level of intent to terminate the agreement.

For the Union

For the Company


Michael J. Fahrenholt, Sr.
CWA State Representative
District 3


John P. Trageser
Executive Director
Labor Relations

Date: 12/10/2015

Date: 12/10/15

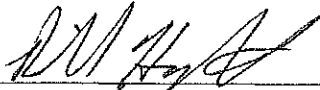
MEMORANDUM OF AGREEMENT

SUCCESSORSHIP

The AT&T Companies which employ individuals in the BellSouth Telecommunications, LLC; AT&T Billing Southeast, LLC; and Utility Operations bargaining units (for ease of reference, herein collectively referred to as the "Company") agree that in any agreement to sell a portion of its assets in a transaction involving the transfer of employees subject to this Collective Bargaining Agreement, as a condition of the closing of such sale, that the Buyer shall agree to assume the terms of the existing Collective Bargaining Agreement(s), provided that the Buyer shall have the right to re-open the unexpired Collective Bargaining Agreement at any time after eighteen (18) months but no longer than twenty-four (24) months following the Closing of the sale, the re-opening of which the Communications Workers of America ("Union") hereby agrees to accept or, the Buyer and Union may bargain at the expiration of the Collective Bargaining Agreement(s), whichever is earlier. In no event will the terms of this [Successorship] Memorandum of Agreement limit any of the Company's existing rights under this Agreement(s). The Company further agrees it will notify the Union at least 30 days prior to the close of such proposed transaction and, during such 30 day period, will meet with the Union upon request to engage in effects bargaining and to discuss the business reasons for the Company's decision.

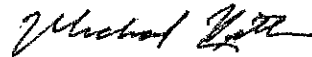
This Memorandum of Agreement will remain in effect through the term of the 2015 Collective Bargaining Agreement between the Parties.

For the Union:



Richard Honeycutt
Vice President
CWA District 3

For the Company:



Michael Keith
Vice President
Labor Relations

Date: 12/14/15

Date: 12/14/15

**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.

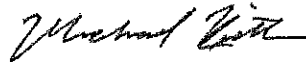
For the Union:



Richard Honeycutt
Vice President
District 3

Date: 12/14/15

For the Company:



Michael Keith
Vice President
Labor Relations

Date: 12/14/15

**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 2015 Core Collective Bargaining Agreement, unless extended, modified or terminated by mutual written agreement of the parties or their successors. The parties expressly understand, however, that in the event this Agreement is terminated, all of the terms hereof nevertheless shall survive said termination and remain in effect with respect to any reorganization or restructuring of any bargaining unit as a result of which management creates any new subsidiary, division, or operating entity as to which no Union representation then exists.

2. Applicability.

(a). All card check procedures and any Union recognition provided for by this Agreement shall be applicable to all non-management employees of the Company effective with execution of this Agreement.

(b). As used herein, "the Company" means AT&T Inc. and all other present and future companies, divisions, subsidiaries or operating units thereof, except AT&T of Puerto Rico, Inc., AT&T of the Virgin Islands, Inc., AT&T Global Com. Services Inc, AT&T Government Solutions, Inc., and AT&T Support Services Company, Inc..

(c). As used herein, "non-management" means employees who normally perform work in non-management job titles as determined by the Company, in accordance with the statutory requirements of the National Labor Relations Act, as amended, and applicable decisions of the National Labor Relations Board and reviewing courts. If the Union disagrees with any such determination, the parties agree to submit the issues of unit definition to arbitration as set forth in paragraph 3. below, using the aforesaid statutory requirements and decisions as the governing principles. At the request of the Union, the Company will discuss with the Union neutrality as to Union representation of employees who are not defined above as "non-management."

(d). In addition to the foregoing, the parties further agree that any proposed bargaining unit shall exclude all professional, managerial, and confidential employees, guards and supervisors as defined in the National Labor Relations Act.

(e). The Company agrees that, for future divisions, subsidiaries or operating units that are not wholly owned, it will, at the request of the Union, discuss with the other owners the extension of this agreement to such divisions, subsidiaries, or operating units.

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 subparagraph shall be Richard Bloch. If he cannot serve, the parties shall select an Arbitrator from a list or lists of prospective Arbitrators provided by the AAA.

(2). If either the Company or the Union believes that the bargaining unit as agreed or determined in (c). (1). above, is no longer appropriate due to organizational changes, then the parties shall meet and confer in good faith for the purpose of re-defining the appropriate unit. In the event that the parties are unable to agree, after negotiating in good faith for a reasonable time, upon the re-definition of an appropriate unit, the issue of the description of such unit shall be submitted to arbitration as provided in (c). (1).

(5)

(d). The Company agrees that the Union shall be recognized as the exclusive bargaining agent for any agreed-upon or otherwise determined bargaining unit(s) not later than ten (10) days after receipt by the Company of written notice from the AAA that the Union has presented valid authorization cards signed by a majority of the employees in such unit(s).

(e). For the purposes of determining the number of employees that constitute a majority of the bargaining unit, the employee population will be composed of only those employees employed in the bargaining unit on the earliest date which appears on the cards presented to the AAA. The cards so presented must be dated within sixty (60) days of each other, but no earlier than the date of execution of this Agreement, and each card so presented must contain at least the language set forth in Attachment 1 hereto. The Company shall provide the AAA all employees, job titles and other information required for the AAA to verify the existence of more than 50% of employee authorizations as provided for in this Agreement.

(f). In the event the Union fails to deliver to the AAA valid authorization cards signed by a majority of employees in any aforesaid bargaining unit upon completion of its card signing effort, the Union agrees not to begin any further card signing effort in such unit for a period of one year from the date on which access was first granted as provided in (b). above.

(g). As soon as practicable after the aforesaid recognition and upon written request by the Union, the Company, or the appropriate subsidiary, division or operating unit thereof shall commence bargaining in good faith with the Union with respect to wages, hours, and other terms and conditions of employment for the employees employed within the agreed upon or otherwise determined appropriate bargaining unit.

4. **Neutrality.**

(a). The Company agrees, and shall so instruct all appropriate managers, that the Company will remain neutral and will neither assist nor hinder the Union on the issue of Union representation.

(b). For purposes of this Agreement, "neutrality" means that management shall not, within the course and scope of their employment by the Company, express any opinion for or against Union representation of any existing or proposed new bargaining unit, or for or against the Union or any officer, member or representative thereof in their capacity as such. Furthermore, management shall not make any statements or representations as to the potential effects or results of Union representation on the Company or any employee or group of employees. The Union also agrees that, in the course of any effort by the Union to obtain written authorizations from employees as provided for in paragraph 3. (b)., above, neither the Union nor any of its officers, representatives, agents or employees will

express publicly any negative comments concerning the motives, integrity or character of the Company, AT&T, Inc., or any of their officers, agents, directors or employees.

(c). This agreement supersedes and terminates any and all other agreements, Memorandum of Understanding, commitments or statements of intent regarding neutrality or card-check procedures that may exist as of the date hereof between the Union and any Company entity.

5. Valid Authorization Cards. For purposes of this Agreement, a valid written authorization card shall state specifically that by signing the card, the employee agrees to be represented by the Union, using the language set forth in Attachment 1.

6. Recognition for New Entities and New Work.

(a). The Company agrees that it will give the Union reasonable advance notice, once a firm management decision has been made, of its intent to effect any reorganization or restructuring, or to engage in any new line(s) of business, as a result of which management expects to create any new subsidiary, division, or operating entity as to which no Union representation then exists. After execution of this Agreement, should the Company acquire new companies or engage in a new line of business or enter a new market in which there is no active labor agreement or bargaining agreement in place, the parties agree that this Agreement shall apply to that acquired company or new line of business or enterprise in a new market after that company has been operating for a period of one hundred twenty (120) days.

(b). If management determines that more than fifty percent (50%) of the employees employed within an appropriate unit for bargaining by a new entity were, immediately prior to such employment, employed in a bargaining unit represented by the Communications Workers of America, the Company agrees that it shall recognize and bargain with the Union as the duly constituted bargaining representative of such bargaining unit employees, and the Union agrees to acknowledge such new entity as a Successor Employer for all applicable purposes under the labor laws of the United States and any relevant state.

(c). If management determines that fifty percent (50%) or less of the non-management work to be performed by any such new entity will consist of work previously performed by members of a pre-existing Union bargaining unit, then the Company agrees that, within a reasonable time after the said determination has been made, or concurrently with the giving of the notice referenced in paragraph 6. (a), above, whichever is later, the Company will so inform the Union in writing. To the extent permitted by law, the Company shall presume, in making any determination as set forth in this paragraph 6., that each employee of the new entity who was a member of a pre-existing Union bargaining unit wishes to remain

represented by the Union. These employees shall be counted as having signed valid authorization cards should a card signing effort be undertaken in the new entity within one year after the new entity begins operations employing such employees.

(d). Except as specified in paragraph 9., below, the Union shall retain any legal rights it may have to challenge any management decision or determination described in this paragraph 6.

7. Regulatory and Legislative Support. The Union hereby agrees to continue its support before the appropriate regulatory and legislative bodies for the Company's efforts to remain competitive in, and/or to gain entry to, all telecommunications and related markets in which the Company chooses to participate, unless the Union determines such support to be in conflict with its interests. If the Union determines such a conflict exists, the Union will promptly so notify the Company and, at the request of the Company, meet to discuss and confer on such conflict.

The Company hereby agrees to support Union efforts before regulatory and legislative bodies unless the Company determines such support to be in conflict with its interests. If the Company determines such a conflict exists, the Company will so notify the Union and will, if requested by the Union, meet to discuss and confer on such conflict.

8. Job Offers to Employees in Existing Bargaining Units. In connection with any reorganization, restructuring or other event that gives rise to application of the terms of this Agreement, and which involves either:

(a) the transfer of non-management work from any Union bargaining unit to any other entity of the Company or of any subsidiary of AT&T Inc., or

(b) the elimination of bargaining unit work while new jobs are created in any other entity of the Company or any subsidiary of AT&T Inc.,

the Union agrees that, once the recognition has occurred, an offer of a job in another entity to an employee in an existing bargaining unit shall have the same effect as if the same job or one of similar status and pay were offered by the employer under the collective bargaining agreement(s) for that bargaining unit. This shall include, without limitation, application of any contractual reassignment pay protection provisions and the satisfaction of any bargained-for employee right to a job offer. Except as specified in paragraph 10., below, nothing in this paragraph 8 shall be construed as a waiver by the Union of any legal rights it may have to challenge or contest the reorganization, restructuring, or other event described in 8.a. and/or 8.b. above.

9. Dispute Resolution. Except as to disputes referenced in paragraph 3. (c). of this Agreement, all disputes concerning the meaning or application of the terms of this Agreement shall be handled and addressed by the meeting of designated representatives of the Company and the Union. Either party may request such a meeting and each party pledges its best efforts to address any and all concerns raised as to the meaning or application of this Agreement. With the exception of matters referenced in paragraph 3.(c). above, the meaning or application of this Agreement shall not be subject to arbitration. Each party reserves its right to seek judicial or other relief provided by law to enforce this Agreement. However, the parties agree that prior to seeking such relief, they will meet and confer as set forth above.

10. Waiver of Certain Other Claims.

(a). The Union promises and agrees that, in connection with any arbitration provided for in this Agreement, and in connection with any legal or administrative suit, proceeding or charge arising subsequent to the effective date of this Agreement between the Union and any AT&T company, including but not limited to any proceeding before the National Labor Relations Board or its delegate, the Union hereby waives any claim, allegation or argument, and agrees to refrain from presenting this Agreement as evidence in support of any claim, allegation or argument, that AT&T Inc. and/or any of its current or future subsidiaries, and/or their divisions, units, agents or affiliates, are or have been a single employer, joint employers, accretions or alter egos with respect to each or any of them, to the extent that any such claim, allegation or argument is based upon:

- (1) any change on or after the execution date of this Agreement, in the administration and/or control of labor relations by AT&T or any of its entities, companies, divisions, or subsidiaries; or
- (2) any change in the scope, availability to employees, or administration by management of any program or practice for the effectuation of employee-initiated transfers between or among different subsidiaries or bargaining units;

provided, however, that this paragraph shall not be construed as having any effect on the Union's right or the Company's obligation, to the extent the same may exist under applicable law and/or any preexisting collective bargaining agreement(s), to negotiate changes in the terms and conditions applicable to such transfers.

(b). The provisions of this paragraph 10 shall survive the expiration of the remainder of this Agreement, and shall have full force and effect until specifically voided by mutual written agreement of the parties.

11. Severability. Should any portion of this Agreement be voided or held unlawful or unenforceable by the National Labor Relations Board or any court of competent jurisdiction, the remaining provisions shall remain in full force and effect for the duration of this Agreement.

Communications Workers
of America

AT&T

By 
Richard Honeycutt

By 
Michael Keith

Date: 12/14/15

Date 12/14/15

ATTACHMENT 1 TO MEMORANDUM OF AGREEMENT REGARDING CARD
CHECK RECOGNITION

Communications Workers of America, AFL-CIO

I hereby join with my fellow workers in organizing a Union to better our conditions of life and secure economic justice. I have voluntarily accepted membership in the Communications Workers of America (CWA), AFL-CIO, and declare that this union shall be my representative in collective bargaining over wages, hours and all other conditions of employment.

I understand that if CWA presents cards for recognition signed by more than 50% of the _____ employees eligible to be in the bargaining unit, (Company name) will recognize CWA as the bargaining representative of this unit without a representation election being conducted by the National Labor Relations Board and (Company name) would bargain with CWA concerning the terms of my employment and my working conditions.

I have also agreed to the membership provisions on the other side of this card.

**MEMORANDUM OF AGREEMENT
NATIONAL TRANSFER PLAN**

In response to the CWA's concern for its members' employment security and its expressed interest in removing impediments to movement between various AT&T Companies identified in the attachments to this Memorandum, as long as they remain wholly-owned subsidiaries of AT&T, the Company agrees to extend the Intersubiliary Movement (IMF) process and the CWA Surplus Exchange (CSE) process with the following modifications:

IMF:

1. Eligible employees will receive priority placement before external hires after regional contract processes for any bargaining unit job for which they qualify. The qualification criteria utilized will be the same qualification criteria utilized for the regional contractual processes.
2. In situations where there are equally qualified employees eligible and interested in the same position at the receiving Company, eligible employees will be offered the position in order of seniority. If needed, the tie breaker for employees with the same seniority will be the last four digits of their social security number with the higher number being the more senior.
3. When a bargained-for employee moves among bargaining units of the Company covered by this Memorandum of Agreement treatment of vacation time, the Designated Holiday (DH), Floating Holidays (FHs), and Excused Work Days (EWDs) or their equivalent (covered time) will be treated as follows:
 - A covered employee will be eligible for covered time for the current vacation year at the new entity based on the existing labor agreements at that entity. Any covered time already taken at the former entity will be deducted from equivalent covered time for which the employee is eligible at the new entity; the remaining covered time will be scheduled at the new entity subject to needs of the business.
 - Covered time carried over from the prior vacation year must be disposed of, i.e., paid in lieu of or taken at the former entity.
 - In no case will an employee's movement from one entity to another result in the double payment for covered time.
4. Employees who have held the Premises/Wire Technician job title, or any job title in an agreement or appendix to an agreement that provides for the terms and conditions of employment for Premises/Wire Technicians ("Premises/Wire Technician Agreements"), are eligible for IMF, but shall be treated as provided in this paragraph. Any employee who has ever held a position in a Premises/Wire

Technician Agreement will be treated by any receiving company that is party to this IMF agreement and that also is party to a Premises/Wire Technician Agreement as if they were received from their own Premises/Wire Technician Agreement for all purposes. If the receiving company does not have a Premises/Wire Technician Agreement, then employees transferring to that company shall receive the benefits applicable to other bargained-for employees with similar service in the receiving company, except for pension and post-retirement medical and dental benefits; instead, 1) such employees shall participate in the Bargained Cash Balance Program 2 and 2) if such employee meets the eligibility requirements for post-retirement benefits upon termination, the former employee will pay contributions equal to 50% of the total cost of coverage for post-retirement medical and dental coverage if the former employee is not Medicare eligible and will not be eligible for medical or dental post-retirement coverage if Medicare eligible.

5. Employees selected to fill openings in accordance with terms outlined above, will have their Term of Employment (TOE, which was previously known as Net Credited Service or NCS) or Seniority at the departing company recognized by the receiving Company's pension plan or program, subject to the receiving Company's service bridging rules. However where pensions are applicable, the TOE or Seniority will be recognized by the receiving company's pension program only for vesting, participation and eligibility service purposes, but not pension credit or accrual purposes. Further, the service performed at the receiving company will be counted in the departing company's pension plan or program, but only for vesting, participation and eligibility purposes (not for pension credit purposes). In no event will a period of service count as pension credit or accrual service in more than one AT&T pension plan or program (in other words, no double counting of service for pension credit or accrual purposes).
6. Unless expressly provided to the contrary by the Benefits Agreement in the Core Collective Bargaining Agreement, employees transferring to companies under this Agreement will receive active benefits and any post-retirement benefits under the benefit plans or programs and subject to the terms of the contractual Benefits provisions of the receiving company.

CSE:

1. Surplus employees who express interest in available positions in participating companies will receive priority placement before external hires after regional contract processes for any bargaining unit job for which he/she qualifies. The qualification criteria utilized will be the same qualification criteria utilized for the regional contractual processes.

2. Employees who are declared surplus and subsequently involuntarily laid off who express interest in available positions in participating companies will receive priority placement before external hires after regional contract processes for any bargaining unit job for which he/she qualifies for a period of twelve (12) months following their involuntary lay off. The qualification criteria utilized will be the same qualification criteria utilized for the regional contractual processes.
3. In situations where there are equally qualified employees eligible and interested in the same position at the receiving Company, eligible employees will be offered the position in order of seniority. If needed, the tie breaker for employees with the same seniority will be the last four digits of their social security number with the higher number being the more senior.
4. Any CWA-represented regular employee covered by a CWA Labor Agreement held by a participating company whose work is moving from that company to another participating company may be offered the opportunity to follow their work. Such offer will be subject to the need for additional employees at the receiving Company and all applicable qualifications and selection criteria at the receiving Company. Employees who select this option in lieu of any severance payment and who are placed at and report to, the receiving Company, will receive payment for Relocation Allowance per the applicable terms and conditions of the collective bargaining agreement at their former Company. This Relocation Allowance will be paid when 1) the employee relocates his/her home residence as a result of following the work; and 2) the employee's new place of reporting is fifty (50) miles or greater road miles by the most direct route farther from their residence than was the old report location.
5. Any CWA-represented regular employee covered by a CWA Labor Agreement held by a participating company who becomes surplus and is offered a job, through the CSE process, in another participating company, will receive payment for Relocation Allowance per the applicable terms and conditions of the collective bargaining agreement at their former Company. Employees who accept a job offer in lieu of any severance payment and who are placed at and report to, the new location will receive payment for this Relocation Allowance when 1) the employee relocates his/her home residence; and 2) the employee's new place of reporting is fifty (50) miles or greater road miles by the most direct route farther from their residence than was the old report location.
6. When a bargained-for employee moves to another bargaining unit of the Company covered by this Memorandum of Agreement treatment of vacation time, the Designated Holiday (DH), Floating Holidays (FHs), and Excused Work Days (EWDs) or their equivalent (covered time) will be treated as follows:

- A covered employee will be eligible for covered time for the current vacation year at the new entity based on the existing labor agreements at that entity. Any covered time already taken at the former entity will be deducted from equivalent covered time for which the employee is eligible at the new entity; the remaining covered time will be scheduled at the new entity subject to needs of the business.
 - Covered time carried over from the prior vacation year must be disposed of, i.e., paid in lieu of or taken at the former entity.
 - In no case will an employee's movement from one entity to another result in the double payment for covered time.
7. Employees who have held the Premises/Wire Technician job title, or any job title in an agreement or appendix to an agreement that provides for the terms and conditions of employment for Premises/Wire Technicians ("Premises/Wire Technician Agreements"), are eligible for CSE, but shall be treated as provided in this paragraph. Any employee who has ever held a position in a Premises/Wire Technician Agreement will be treated by any receiving company that is party to this CSE agreement and that also is party to a Premises/Wire Technician Agreement as if they were received from their own Premises/Wire Technician Agreement for all purposes. If the receiving company does not have a Premises/Wire Technician Agreement, then employees transferring to that company shall receive the benefits applicable to other bargained-for employees with similar service in the receiving company, except for pension and post-retirement medical and dental benefits; instead, 1) such employees shall participate in the Bargained Cash Balance Program 2 and 2) if such employee meets the eligibility requirements for post-retirement benefits upon termination, the former employee will pay contributions equal to 50% of the total cost of coverage for post-retirement medical and dental coverage if the former employee is not Medicare eligible and will not be eligible for medical or dental post-retirement coverage if Medicare eligible.
8. Employees selected to fill openings in accordance with terms outlined above, will have their Term of Employment (TOE, which was previously known as Net Credit Service or NCS) or Seniority at the departing company recognized by the receiving Company's pension plan or program, subject to the receiving Company's service bridging rules. However, the TOE or Seniority will be recognized by the receiving company's pension program only for vesting, participation and eligibility service purposes, but not pension credit or accrual purposes. Further, the service performed at the receiving company will be counted in the departing company's pension plan or program, but only for vesting, participation and eligibility purposes (not for pension credit purposes). In no event will a period of service count as pension credit or accrual service in more than one AT&T pension plan or program (in other words, no double counting of service for pension credit or accrual purposes).

9. Unless expressly provided to the contrary by the Benefits Agreement in the Core Collective Bargaining Agreement, employees transferring to companies under this Agreement will receive active benefits and any post-retirement benefits under the benefit plans or programs and subject to the terms of the contractual Benefits provisions of the receiving company.

Order of Consideration:

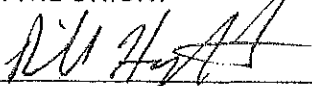
Job offers made under IMF or CSE will follow the order of consideration below after regional contract processes for any bargaining unit job for which he/she qualifies.

- (1) Surplus employee currently on the payroll and surplus employees involuntarily laid off within the last twelve (12) months
- (2) Current employee using the IMF process

For both IMF and CSE, the Union agrees that it will not seek to alter any existing bargaining units in any AT&T Company on the basis of any movement or transfer of employees between said companies as a result of this Agreement. Further, the Union will not, on the basis of this Agreement or change in operations or practices made by Participating Companies as a result of this Agreement in any pleading, petition, complaint or proceeding before the National Labor Relations Board, an arbitrator or panel of arbitrators, or any court, assert, claim, charge or allege that such companies are a single or joint employer or enterprise, alter egos, accretions or successors of one another, or that any bargaining units of said entities represented by or sought to be represented by the Union are a single bargaining unit, or are or should be otherwise altered in their scope or composition. This commitment on the part of the Union will survive the expiration of this Memorandum, unless and until such time as this commitment is terminated by the mutual written agreement of the parties.

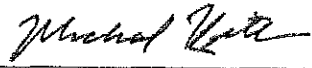
This Agreement shall be subject to the grievance and arbitration procedures of the affected employee's collective bargaining agreement.

FOR THE UNION:



Richard Honeycutt
Vice President
CWA District 3

FOR THE COMPANY:



Michael Keith
Vice President
Labor Relations

**ATTACHMENT A
CURRENT PARTICIPATING COMPANIES
COVERED BY INTERSUBSIDIARY MOVEMENT**

Ameritech Services, Inc.
AT&T Billing Southeast, LLC
AT&T Corp.
AT&T Mobility, LLC
AT&T Mobility Puerto Rico Inc.
AT&T Services, Inc.
BellSouth Communication Systems, LLC
BellSouth Telecommunications, LLC
Illinois Bell Telephone Company
Indiana Bell Telephone Company, Incorporated
Michigan Bell Telephone Company
Nevada Bell Telephone Company
The Ohio Bell Telephone Company
Pacific Bell Telephone Company
SBC Global Services, Inc. (Midwest, West Region)
Southwestern Bell Telephone Company
Teleport Communications America, LLC
Wisconsin Bell Inc.

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

Ameritech Services, Inc.
AT&T Billing Southeast, LLC
AT&T Corp.
AT&T Mobility, LLC
AT&T Mobility Puerto Rico Inc.
AT&T Services, Inc.
BellSouth Communication Systems, LLC
BellSouth Telecommunications, LLC
Illinois Bell Telephone Company
Indiana Bell Telephone Company, Incorporated
Michigan Bell Telephone Company
Nevada Bell Telephone Company
The Ohio Bell Telephone Company
Pacific Bell Telephone Company
SBC Global Services, Inc. (Midwest, West Region)
Southwestern Bell Telephone Company
Teleport Communications America, LLC
Wisconsin Bell Inc.

2015 BENEFITS AGREEMENT

This 2015 Benefits Agreement ("Agreement") applies to the following collective bargaining agreements: BellSouth Telecommunications, LLC ("BST"), AT&T Billing Southeast, LLC ("Billing"), and BellSouth Telecommunications, LLC for Utility Operations ("Utility Operations"), which are collectively referred to herein as the "CBAs." The means for fulfilling the terms of this Agreement may be the Company's adoption of its own plan and associated plan document or participation in an equivalent plan having a plan document that includes, for bargained-for employees, the benefits agreed to be provided pursuant to this Agreement and substantially the terms, provisions and conditions under which such benefits are to be provided. The sole remedy for issues with respect to the validity or amount of any claim for benefits is the claim and appeal process as defined in the individual benefits plans and programs (subject to the provisions of Article 19.04 of the BST and Billing agreements; Section 9.03 of the Network Addendum – U-verse Field Operations and Article 14(C) of the Utility Operations agreement). The parties agree to the plans, policies and programs described below. Copies of the plan documents, Summary Plan Descriptions ("SPDs") and Summary of Material Modifications ("SMMs") of these plans, policies and programs have been provided to the Union. If there is any difference between these SPDs and the ERISA plans or programs (including amendments thereto), the plan texts shall govern.

For purposes of this Agreement (including Exhibits 1 and 2) only:

- The title "Wire Technician" under the Network Addendum - U-verse Field Operations shall include employees in the "Premises Technician" title in the Southeast region until September 2, 2012.
- Southeast region bargained employees (except a Wire Technician job) hired/rehired on or before August 8, 2009, and those laid-off employees with a Seniority date prior to August 9, 2009, and who are recalled after August 8, 2009 pursuant to Article 7.02A8 of the BST and Billing agreements or Article 6D of the Utility Operations agreement shall be referred to as "Current Employees". In addition, regular management employees of BST or Billing hired/rehired on or before August 8, 2009 and who are one step outside the bargaining unit and are reassigned to the bargaining unit under Article 7.01J or Article 12.01G of the respective working agreement shall be referred to as "Current Employees";
- Employees hired/rehired or transferred into the 2009 CBAs (including transfers pursuant to the National Transfer Plan) after August 8, 2009 and on or before August 17, 2012, and those laid-off employees with a Seniority date after August 8, 2009 and on or before August 17, 2012 and who are recalled pursuant to Article 7.02A8 of the BST and Billing agreements or Article 6D of the Utility Operations

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Last updated 10/19/2015 2:00PM

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Page 1 of 11

PRIVATE/PROPRIETARY/LOCK: NO DISCLOSURE OUTSIDE AT&T EXCEPT BY WRITTEN AGREEMENT

agreement shall be referred to as "2009 New Hires". In addition, "2009 New Hires" shall include: 1) employees hired/rehired or transferred into a Wire Technician job on or before August 17, 2012; 2) employees who were classified as Temporary or Term Employee as of August 8, 2009 and who were subsequently reclassified to Regular Employee status on or before August 17, 2012; and 3) regular management employees of BST or Billing hired/rehired after August 8, 2009 and/or on or before August 17, 2012 and who are one step outside the bargaining unit and are reassigned to the bargaining unit under Article 7.01J or Article 12.01G of the respective working agreement;

- Southeast region bargained employees hired/rehired or transferred into the 2012 CBAs (including transfers pursuant to the National Transfer Plan) after August 17, 2012 and on or before the date the 2015 BST Collective Bargaining Agreement is ratified pursuant to the terms of such agreement ("Ratification Date"), those laid-off employees with a Seniority date after August 17, 2012 and on or before Ratification Date and who are recalled pursuant to Article 7.02A8 of the BST and Billing agreements or Article 6D of the Utility Operations agreement and Wire Technician employees who were hired/rehired or transferred into the Network Addendum - U-verse Field Operations after August 17, 2012 and on or before Ratification Date shall be referred to as "2012 New Hires". In addition, regular management employees of BST or Billing hired/rehired after August 17, 2012 and on or before the Ratification Date and who are one step outside the bargaining unit and are reassigned to the bargaining unit under Article 7.01J or Article 12.01G of the respective working agreement shall be referred to as "2012 New Hires";
- Southeast region bargained employees hired/rehired or transferred into the 2015 CBAs (including transfers pursuant to the National Transfer Plan) after the Ratification Date and Wire Technician employees who were hired/rehired or transferred into the Network Addendum - U-verse Field Operations after the Ratification Date shall be referred to as "2015 New Hires". In addition, regular management employees of BST or Billing hired/rehired after the Ratification Date and who are one step outside the bargaining unit and are reassigned to the bargaining unit under Article 7.01J or Article 12.01G of the respective working agreement shall be referred to as "2015 New Hires";
- Current Employees who are laid-off, who are recalled and whose service is immediately bridged will be treated as Current Employees. 2009 New Hires who are laid-off, who are recalled and whose service is immediately bridged will be treated as 2009 New Hires. 2012 New Hires who are laid-off, who are recalled and whose service is immediately bridged will be treated as 2012 New Hires;
- Current Employees, 2009 New Hires, 2012 New Hires and 2015 New Hires shall be referred to collectively as "Employees";

03C.11.5.08082015

Last updated 10/19/2015 2:00PM

CC.01.07a

Page 2 of 11

PRIVATE/PROPRIETARY/LOCK: NO DISCLOSURE OUTSIDE AT&T EXCEPT BY WRITTEN AGREEMENT

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

The Benefits Rules for Movement of Employees provides specific rules regarding benefits for Employees who move among job titles or move pursuant to the National Transfer Plan. The provisions of the Benefits Rules for Movement of Employees take precedence over other provisions of this Agreement with respect to Employees addressed in the Benefits Rules for Movement of Employees.

1. HEALTH AND WELFARE BENEFIT PLANS

- A. Effective June 1, 2016 unless noted otherwise, Current Employees, 2009 New Hires, 2012 New Hires and 2015 New Hires shall be eligible to participate in the benefit plans, programs and policies identified in the chart below by an "X", with the plan terms, conditions and provisions which were in effect on August 8, 2015, as described in the applicable SPDs and SMMs, except as noted herein.

Plan/Program/Policy	Current Employees & 2009 New Hires	2012 New Hires	2015 New Hires
AT&T Southeast Employee Medical Program	X	X	X
AT&T Dental Program (management provisions)	X	X	X
AT&T Vision Program (management provisions)	X	X	X
AT&T CarePlus – A Supplemental Benefit Program	X	X	X
AT&T Employee Assistance Program	X	X	X
AT&T Group Life Insurance Program for Active Employees*	X	X	X
AT&T Consolidated Long-Term Care Insurance Plan (closed to new entrants 5/1/2012)	X	X	
AT&T Flexible Spending Account Plan	X	X	X
AT&T Southeast Disability Benefits Program for Special Represented Employees (Applies to: Utility Operations)	X	X	X
AT&T Southeast Disability Benefits Program (Applies to: BST and Billing)	X	X	
AT&T Disability Income Program (Applies to: BST and Billing)**			X
AT&T Southeast Leaves of Absence Policy	X	X	X
AT&T Commuter Benefit Policy	X	X	X
AT&T Adoption Reimbursement Policy	X	X	X
AT&T Voluntary Benefits Platform***	X	X	X

* This program includes Supplemental Life Insurance and Dependent Life Insurance provisions.

** Effective on the day following the Ratification Date.

*** The Company may unilaterally modify the AT&T Voluntary Benefits Platform from time-to-time or discontinue without further discussions with the Union.

03C.11.5.08082015

Last updated 10/19/2015 2:00PM

CC.01.07a

Page 3 of 11

PRIVATE/PROPRIETARY/LOCK: NO DISCLOSURE OUTSIDE AT&T EXCEPT BY WRITTEN AGREEMENT

- B. Employees, including newly eligible Employees and Eligible Retired Employees (as provided for in Paragraph C) shall continue to participate in the same benefit plans, programs and policies on the same terms and conditions which were in effect on August 8, 2015, until the benefits identified in Paragraph 1.A. above become effective, subject to changes to benefits resulting from the operation of existing plan provisions and amendments necessary due to changes in the law.
- C. 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 medical program the Employee was eligible for as an active Employee as of the date of termination will be eligible, during the term of this Agreement, for the provisions under the AT&T Southeast Employee Medical Program (as applicable to similarly situated Current Employees, 2009 New Hires, 2012 New Hires or 2015 New Hires), AT&T CarePlus – A Supplemental Benefit Program, AT&T Dental Program, AT&T Group Life Insurance Program for Active Employees, AT&T Retiree Vision Care Program, and AT&T Consolidated Long-Term Care Insurance Plan (current participants only) subject to changes to benefits resulting from the operation of existing plan provisions and amendments necessary to comply with changes in the law, and with the exceptions identified in Exhibit 1. Nothing in this Paragraph C 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 terminated employment during the term of this Agreement. A post-retirement health VEBA Trust will be maintained during the term of this Agreement, subject to the conditions set forth in Exhibit 2.
- D. Exhibit 1 provides a summary of certain plan, program, and/or policy terms, conditions and provisions, including any which are exceptions to terms, conditions and provisions described in the applicable SPDs and SMMs as well as any which differ among groups of employees eligible to participate in a particular plan, program or policy, such as the applicable deductible or copayment amount. If there are discrepancies between the specific information provided in Exhibit 1 and the plan documents, SPDs or SMMs, the information provided in Exhibit 1 will govern.
- E. It is understood that certain benefits described in Exhibit 1 are subject to change to comply with implementation of the PPACA and associated regulations and agency guidance. The Company will notify the Union of the changes the Company makes to conform the benefits under this Agreement with final regulations and guidance under PPACA and any amendment determined to be necessary due to changes in the law. Should any of these changes require bargaining, all other terms and provisions of the 2015 Collective Bargaining Agreements will remain in effect through expiration.

03C.11.5.08082015

Last updated 10/19/2015 2:00PM

CC.01.07a

Page 4 of 11

PRIVATE/PROPRIETARY/LOCK: NO DISCLOSURE OUTSIDE AT&T EXCEPT BY WRITTEN AGREEMENT

2. PENSION AND SAVINGS BENEFIT PLANS

A. Current Employees, 2009 New Hires, 2012 New Hires and 2015 New Hires shall be eligible to participate in the benefit plans, programs and policies identified in the chart below by an "X", with the plan terms, conditions and provisions which were in effect on August 8, 2015, as described in the applicable SPDs and SMMs, except as noted herein.

Plan/Program/Policy	Current Employees (BST and Billing)	Current Employees (Utility Operations)	2009 New Hires, 2012 New Hires, 2015 New Hires
BellSouth Savings and Security Plan	X	X	
AT&T Retirement Savings Plan			X
Southeast Program of the AT&T Pension Benefit Plan	X		
Bargained Cash Balance Program #2 of the AT&T Pension Benefit Plan		X	X

B. Current Employees

Except as provided below, Current Employees shall continue to participate in the following pension and savings benefit plans, programs, and policies on the same terms and conditions which were in effect on August 8, 2015.

- BellSouth Savings and Security Plan
- Southeast Program of the AT&T Pension Benefit Plan (the "Program")

Current Employees in BST and Billing who continue to participate in the Program will be eligible for the following pension band increases:

- i. 1.0% effective June 1, 2016
- ii. 1.0% effective January 1, 2017
- iii. 1.0% effective January 1, 2018
- iv. 1.0% effective January 1, 2019

Effective June 1, 2016, Current Employees in Utility Operations will cease to participate in the Program. Current Employees in Utility Operations will have their pension benefit under the Program frozen to new accruals, including future pension band increases. The Pension Calculation Service will be frozen as of May 31, 2016, but age will continue to be applicable.

03C.11.5.08082015

Last updated 10/19/2015 2:00PM
 CC.01.07a
 Page 5 of 11

PRIVATE/PROPRIETARY/LOCK: NO DISCLOSURE OUTSIDE AT&T EXCEPT BY WRITTEN AGREEMENT

C. Current Employees in Utility Operations, 2009 New Hires, 2012 New Hires and 2015 New Hires

Except as provided below, 2009 New Hires, 2012 New Hires and 2015 New Hires shall participate in the following pension and savings benefit plans, programs, and policies on the same terms and conditions that were in effect on August 8, 2015.

- AT&T Retirement Savings Plan
- Bargained Cash Balance Program #2 of the AT&T Pension Benefit Plan (the "BCB2 Program")

Effective June 1, 2016 Current Employees in Utility Operations will begin participating in the BCB2 Program under the same terms and conditions in effect as of August 8, 2015.

3. BENEFITS RULES FOR MOVEMENT OF EMPLOYEES

A. General Provisions – Any Employee who moves after the Ratification Date from a job title not covered by any of the 2015 CBAs to a job title covered by the 2015 CBAs, where the circumstances of the move are not specifically accounted for in one of the following paragraphs, will be treated as a 2015 New Hire under this Agreement. Any Employee who moves into any of the 2015 CBAs after August 8, 2015 and prior to the Ratification Date will be governed by the movement provisions of the 2012 CBAs.

B. Treatment of Surplus Wire Technician Employees

i. *Definition:*

A "Surplus Wire Technician Employee" means an individual who was a Current Employee under this Agreement and who was transferred or transfers during the term of this Agreement to a Wire Technician job pursuant to the force adjustment surplus process from a non-Network Addendum - U-verse Field Operations job under the 2015 CBAs.

ii. *Applicable Benefit Plans:*

A Surplus Wire Technician Employee will be eligible to participate in the same plans, policies and provisions on the same terms and conditions as will be provided to Current Employees under this Agreement.

03C.11.5.08082015

Last updated 10/19/2015 2:00PM

CC.01.07a

Page 6 of 11

PRIVATE/PROPRIETARY/LOCK: NO DISCLOSURE OUTSIDE AT&T EXCEPT BY WRITTEN AGREEMENT

iii. *Subsequent Movement:*

If the Surplus Wire Technician Employee subsequently moves during the term of this Agreement to a non-Network Addendum - U-verse Field Operations job under the 2015 CBAs, the benefits available to such Surplus Wire Technician Employee will continue to be the benefits provided under this Agreement to Current Employees.

C. Treatment of Transferred Wire Technician Employees and Inter-Region Transferred Appendix Employees

i. *Definitions:*

a. A "Transferred Wire Technician Employee" means an individual who:

I. was a Current Employee under this Agreement and who was transferred or transfers during the term of this Agreement to a Wire Technician job, but excluding transfers pursuant to the force adjustment surplus process, from a non-Network Addendum - U-verse Field Operations job under the 2015 CBAs,

or

II. was employed as of August 8, 2009 in the Other Southeast Agreement (defined as the BellSouth Telecommunications, LLC for National Directory and Customer Assistance agreement) who moved into a Wire Technician job title,

or

III. was employed as of August 8, 2009 in one of the 2009 Core CWA Collective Bargaining Agreements, excluding employees in one of the following appendices under the 2009 Core CWA Collective Bargaining Agreements: East Region Appendix F, Midwest Region Appendix F, West Region Appendix E or Southwest Region Appendix J, who moved into a Wire Technician job title.

b. An "Inter-Region Transferred Appendix Employee" means an individual who was employed as of August 8, 2009 in one of the following appendices under the 2009 Core CWA Collective Bargaining Agreements: East Region Appendix F, Midwest Region Appendix F, West Region Appendix E or Southwest Region Appendix J and then moved pursuant to the National Transfer Plan to a Wire Technician job.

03C.11.5.08082015

Last updated 10/19/2015 2:00PM

CC.01.07a

Page 7 of 11

PRIVATE/PROPRIETARY/LOCK: NO DISCLOSURE OUTSIDE AT&T EXCEPT BY WRITTEN AGREEMENT

ii. *Applicable Benefit Plans:*

- a. Transferred Wire Technician Employees will be eligible to participate in the same plans, policies and provisions on the same terms and conditions as will be provided to Current Employees under this Agreement except as follows:
 - For the purpose of pension and savings benefits as defined in Section 2 of this MOA, such employees will be eligible to participate in the same plans, policies and provisions as 2009 New Hires under this Agreement.
- b. 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 to 2009 New Hires under this Agreement.

iii. *Subsequent Movement:*

- a. If a Transferred Wire Technician Employee subsequently moves during the term of this Agreement to any other job title, except a Wire Technician job, that is covered by the 2015 CBAs, the benefits available will be the benefits provided to Current Employees under this Agreement.
- b. If an Inter-Region Transferred Appendix Employee subsequently moves during the term of this Agreement to any other job title that is covered by the 2015 CBAs, the benefits available will be the benefits provided to 2009 New Hires under this Agreement.

D. Treatment of Transferred Converted Temp/Term Employees, Transferred 2009 New Hires and Transferred 2012 New Hires

i. *Definitions:*

- a. A "Transferred Converted Temp/Term Employee" means an individual who:
 - I. was classified as a temp or term employee as of August 8, 2009 in one of the 2009 Core CWA Collective Bargaining Agreements in the East, West, Midwest, Southwest regions and Legacy T ("Core CWA CBAs") and who was subsequently reclassified to "regular employee" status on or before August 17, 2012 and then moved pursuant to the National Transfer Plan to any job title that is covered by the 2015 CBAs,
- or

03C.11.5.08082015

Last updated 10/19/2015 2:00PM

CC.01.07a

Page 8 of 11

PRIVATE/PROPRIETARY/LOCK: NO DISCLOSURE OUTSIDE AT&T EXCEPT BY WRITTEN AGREEMENT

- II. was classified as a temp or term employee as of August 8, 2009 in the 2009 BST Collective Bargaining Agreement or the 2009 Billing Collective Bargaining Agreement and who was subsequently reclassified to "regular employee" status on or before August 17, 2012 and then moved to any job title that is covered by the 2015 CBAs.
- b. A "Transferred 2009 New Hire" means an individual who:
 - I. was hired or rehired after August 8, 2009 and on or before August 17, 2012 in a job title in one of the 2009 Core CWA CBAs who moved pursuant to the National Transfer Plan into any job title that is covered by the 2015 CBAs,
or
 - II. was hired or rehired after August 8, 2009 and on or before August 17, 2012 in a job title in the Other Southeast Agreement who moved into any job title that is covered by the 2015 CBAs.
- c. A "Transferred 2012 New Hire" means an individual who:
 - I. was hired or rehired after August 17, 2012 and on or before the Ratification Date in a job title in one of the 2012 Core CWA CBAs who moved pursuant to the National Transfer Plan into any job title that is covered by the 2015 CBAs,
or
 - II. was hired or rehired after August 17, 2012 and on or before Ratification Date in a job title in one of the Other Southeast Agreement who moved into any job title that is covered by the 2015 CBAs.
- ii. *Applicable Benefit Plans:*
 - a. Transferred Converted Temp/Term Employees and Transferred 2009 New Hires will be eligible to participate in the same plans, policies and provisions on the same terms and conditions as will be provided to 2009 New Hires under this Agreement.
 - b. Transferred 2012 New Hires will be eligible to participate in the same plans, policies and provisions on the same terms and conditions as will be provided to 2012 New Hires under this Agreement.
- iii. *Subsequent Movement:*
 - a. If a Transferred Converted Temp/Term Employee or Transferred 2009 New Hire Employee subsequently moves during the term of this Agreement to any other job title that is covered by the 2015 CBAs, the benefits available will continue to be the benefits provided to 2009 New Hires under this Agreement,

03C.11.5.08082015

Last updated 10/19/2015 2:00PM

CC.01.07a

Page 9 of 11

PRIVATE/PROPRIETARY/LOCK: NO DISCLOSURE OUTSIDE AT&T EXCEPT BY WRITTEN AGREEMENT

or

- b. If a Transferred 2012 New Hire subsequently moves during the term of this Agreement to any other job title that is covered by the 2015 CBAs, the benefits available will continue to be the benefits provided to 2012 New Hires under this Agreement.

E. Treatment of Transferred Current Employees

i. *Definitions:*

- a. A "Transferred Current Employee" means an individual who as of August 8, 2009:

- I. was a Current Employee under this Agreement and who was transferred or transfers during the term of this Agreement into any job title under the 2015 CBAs, except a Wire Technician job,

or

- II. was employed in one of the 2009 Core CWA CBAs other than one of the following appendices under the 2009 Core CWA CBAs: East Region Appendix F, Midwest Region Appendix F, West Region Appendix E or Southwest Region Appendix J, who moved pursuant to the National Transfer Plan into any job title covered by the 2015 CBAs, except a Wire Technician job,

or

- III. was employed in the Other Southeast Agreement who moved into any job title covered by the 2015 CBAs, except a Wire Technician job.

- b. A "Transferred Appendix to Core Employee" means an individual who as of August 8, 2009 was employed in one of the 2009 Core CWA CBAs in one of the following appendices: East Region Appendix F, Midwest Region Appendix F or Southwest Region Appendix J, or West Region Appendix E, who moved pursuant to the National Transfer Plan into any job title under the 2015 CBAs other than a Wire Technician job title.

ii. *Applicable Benefit Plans:*

- a. Transferred Current Employees will be eligible to participate in the same plans, programs and policies on the same terms and conditions as will be provided under this Agreement to Current Employees.

03C.11.5.08082015

Last updated 10/19/2015 2:00PM

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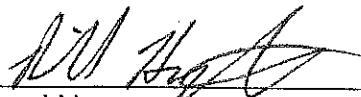
Page 10 of 11

PRIVATE/PROPRIETARY/LOCK: NO DISCLOSURE OUTSIDE AT&T EXCEPT BY WRITTEN AGREEMENT

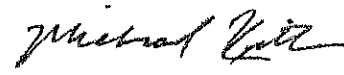
- b. Transferred Appendix to Core Employees will be eligible to participate in the same plans, programs and policies on the same terms and conditions as will be provided under this Agreement to 2009 New Hires under this Agreement.
- iii. *Subsequent Movement:*
- a. If a Transferred Current Employee subsequently moves during the term of this Agreement to any other job title, except a Wire Technician job under the 2015 CBAs, the benefits available to the individual will continue to be the benefits provided to Current Employees pursuant to this Agreement.
 - b. If a Transferred Appendix to Core Employee subsequently moves during the term of this Agreement to any other job title under the 2015 CBAs, the benefits available to the individual will continue to be the benefits provided to 2009 New Hires pursuant to this Agreement.

For the Union

For the Company



 Richard Honeycutt
 Vice President
 CWA District 3



 Michael Keith
 Vice President
 Labor Relations

Date: 12/14/15

Date: 12/14/15

Attachments:

Exhibit 1 – BST, Billing and Utility Operations Benefits Outline Summary

Exhibit 2 – Post-Retirement Health VEBA Trust

**2015 Benefits Agreement -
Benefits Outline Summary (BST, Billing and Utility Operations)**

Provision	Current Employees, 2009 New Hires, 2012 New Hires & 2015 New Hires
Active Employees	
Effective Date(s)	Health & Welfare: 6/1/2016, unless noted otherwise.
Eligibility	
For Medical, Dental, Vision, Disability, CarePlus, and Life Insurance (unless otherwise specified)	<p><u>2012 New Hires, 2009 New Hires and Current Employees</u> Applicable programs: Medical – AT&T Southeast Employee Medical Program Dental – AT&T Dental Program (management provisions except as provided below) Vision – AT&T Vision Program (management provisions except as provided below) Disability – BST, Billing: AT&T Southeast Disability Benefits Program Disability – Utility Operations: AT&T Southeast Disability Benefits Program for Special Represented Employees CarePlus – AT&T CarePlus – A Supplemental Benefit Program Life Insurance – AT&T Group Life Insurance Program for Active Employees*</p>
	<p><u>2015 New Hires</u> Applicable programs: Medical – AT&T Southeast Employee Medical Program Dental – AT&T Dental Program (management provisions except as provided below) Vision – AT&T Vision Program (management provisions except as provided below) Disability – BST, Billing: AT&T Disability Income Program (management provisions except as provided below), effective the day following Ratification Date. Disability – Utility Operations: AT&T Southeast Disability Benefits Program for Special Represented Employees CarePlus – AT&T CarePlus – A Supplemental Benefit Program Life Insurance – AT&T Group Life Insurance Program for Active Employees*</p> <p>*This program includes Supplemental Life Insurance and Dependent Life Insurance provisions</p>
Medical	
Program	<p><u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u> AT&T Southeast Employee Medical Program</p> <p>No change from current program except as provided below, and including:</p> <ul style="list-style-type: none"> • Replacing the Traditional Indemnity Option for Valdosta, GA with the Network & PPO options • Choice of Option 1 or Option 2 as defined below <p>Fully-insured coverage options such as HMOs continue to be available at the discretion of the Company.</p>
Dependent Eligibility	<p><u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u> No change from current program.</p>
Eligibility for Coverage	<p><u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u> No change from current program.</p>
Eligibility for Company Subsidy	<p><u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u> No change from current program, except as provided below.</p> <p>Individual Coverage: Company subsidy for Employees enrolled in Company-sponsored Individual medical coverage (including fully insured coverage options, if available) will begin on the first day of the month in which 90 days of net credited service (NCS) is attained (also referred to as term of employment (TOE)). Employees with less than 90 days of NCS will be eligible to enroll in Company-sponsored medical coverage (including fully insured coverage options, if available) but are required to pay 100% of the cost of coverage.</p> <p>Family Coverage: Company subsidy for Employees enrolled in Company-sponsored medical coverage other than Individual coverage will continue to begin on the first day of the month in which 6 months of net credited service (NCS) is attained (also referred to as term of employment (TOE)). Employees with less than 91 days of NCS may enroll in Company-sponsored medical coverage (including fully insured coverage options, if available) but are required to pay 100% of the cost of coverage. Employees with more than 90 days of NCS and less than 6 months of NCS may enroll in Company-sponsored medical coverage (including fully insured coverage options, if available) but are required to pay 100% of the cost of coverage reduced by the company subsidy for the Individual coverage tier.</p>

**2015 Benefits Agreement -
Benefits Outline Summary (BST, Billing and Utility Operations)**

Provision	Current Employees, 2009 New Hires, 2012 New Hires & 2015 New Hires																																				
Active (Full-Time) Monthly Contributions	2012 New Hires, 2009 New Hires and Current Employees																																				
	Monthly Contribution Amounts																																				
	<table border="1"> <tr><td>Option 1</td><td>2016</td><td>2017</td><td>2018</td><td>2019</td></tr> <tr><td>Individual</td><td>\$83</td><td>\$95</td><td>\$105</td><td>\$119</td></tr> <tr><td>Family</td><td>\$206</td><td>\$236</td><td>\$260</td><td>\$295</td></tr> </table>	Option 1	2016	2017	2018	2019	Individual	\$83	\$95	\$105	\$119	Family	\$206	\$236	\$260	\$295																					
	Option 1	2016	2017	2018	2019																																
	Individual	\$83	\$95	\$105	\$119																																
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<table border="1"> <tr><td>Option 2</td><td>2016</td><td>2017</td><td>2018</td><td>2019</td></tr> <tr><td>Individual</td><td>\$24</td><td>\$36</td><td>\$50</td><td>\$69</td></tr> <tr><td>Family</td><td>\$60</td><td>\$89</td><td>\$124</td><td>\$171</td></tr> </table>	Option 2	2016	2017	2018	2019	Individual	\$24	\$36	\$50	\$69	Family	\$60	\$89	\$124	\$171																						
Option 2	2016	2017	2018	2019																																	
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		<table border="1"> <thead> <tr> <th></th> <th colspan="2">2016</th> <th colspan="2">2017</th> <th colspan="2">2018</th> <th colspan="2">2019</th> </tr> <tr> <th></th> <th>Network & PPO</th> <th>Non-Network & Non-PPO</th> <th>Network & PPO</th> <th>Non-Network & Non-PPO</th> <th>Network & PPO</th> <th>Non-Network & Non-PPO</th> <th>Network & PPO</th> <th>Non-Network & Non-PPO</th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td>\$ 550</td> <td>\$1,925</td> <td>\$ 600</td> <td>\$2,100</td> <td>\$ 650</td> <td>\$2,275</td> <td>\$ 700</td> <td>\$2,450</td> </tr> <tr> <td>Family</td> <td>\$1,100</td> <td>\$3,850</td> <td>\$1,200</td> <td>\$4,200</td> <td>\$1,300</td> <td>\$4,550</td> <td>\$1,400</td> <td>\$4,900</td> </tr> </tbody> </table>		2016		2017		2018		2019			Network & PPO	Non-Network & Non-PPO	Network & PPO	Non-Network & Non-PPO	Network & PPO	Non-Network & Non-PPO	Network & PPO	Non-Network & Non-PPO	Individual	\$ 550	\$1,925	\$ 600	\$2,100	\$ 650	\$2,275	\$ 700	\$2,450	Family	\$1,100	\$3,850	\$1,200	\$4,200	\$1,300	\$4,550	\$1,400
		2016		2017		2018		2019																													
		Network & PPO	Non-Network & Non-PPO	Network & PPO	Non-Network & Non-PPO	Network & PPO	Non-Network & Non-PPO	Network & PPO	Non-Network & Non-PPO																												
Individual	\$ 550	\$1,925	\$ 600	\$2,100	\$ 650	\$2,275	\$ 700	\$2,450																													
Family	\$1,100	\$3,850	\$1,200	\$4,200	\$1,300	\$4,550	\$1,400	\$4,900																													
Annual Deductible Provisions: No change from current program.																																					
Note: The Annual Deductibles continue to be included in the Out-Of-Pocket Maximums																																					
	Option 2:																																				
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Urgent Care Facility/Professional Services Copay/Coinsurance	2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees Option 1: <table border="1"> <thead> <tr> <th colspan="2">2016-2019</th> </tr> <tr> <th>Network & PPO</th> <th>Non-Network & Non-PPO</th> </tr> </thead> <tbody> <tr> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> </tbody> </table> Option 2: <table border="1"> <thead> <tr> <th colspan="2">2016-2019</th> </tr> <tr> <th>Network & PPO</th> <th>Non-Network & Non-PPO</th> </tr> </thead> <tbody> <tr> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> </tbody> </table>	2016-2019		Network & PPO	Non-Network & Non-PPO	\$0 / 10% After Ded	\$0 / 50% After Ded	2016-2019		Network & PPO	Non-Network & Non-PPO	\$0 / 10% After Ded	\$0 / 50% After Ded												
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<p>Hearing Benefit</p>	<p><u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u></p> <p>Benefits in addition to the initial cost of a hearing aid following ear surgery or an ear injury.</p> <ul style="list-style-type: none"> A hearing test/exam when medically necessary Reimbursement of up to \$1,000 of expenses incurred to purchase a Medically Necessary hearing appliance(s) in any rolling 36-month period Reimbursement for the cost of repair of the hearing aid appliance. The cost for the repair does not count towards the \$1,000 max. <p>Option 1:</p> <table border="1"> <tr><th colspan="2">2016-2019</th></tr> <tr><td>Network & PPO</td><td>Non-Network & Non-PPO</td></tr> <tr><td>\$0 / 10% After Ded</td><td>\$0 / 50% After Ded</td></tr> </table> <p>Option 2:</p> <table border="1"> <tr><th colspan="2">2016-2019</th></tr> <tr><td>Network & PPO</td><td>Non-Network & Non-PPO</td></tr> <tr><td>\$0 / 10% After Ded</td><td>\$0 / 50% After Ded</td></tr> </table>	2016-2019		Network & PPO	Non-Network & Non-PPO	\$0 / 10% After Ded	\$0 / 50% After Ded	2016-2019		Network & PPO	Non-Network & Non-PPO	\$0 / 10% After Ded	\$0 / 50% After Ded																							
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<p>Mental Health/Substance Abuse (MH/SA) Copay/Coinsurance</p>	<p><u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u></p> <p>Option 1:</p> <table border="1"> <tr><th colspan="2">2016-2019</th></tr> <tr><td>Network & PPO</td><td>Non-Network & Non-PPO</td></tr> <tr><td>\$0 / 10% After Ded</td><td>\$0 / 50% After Ded</td></tr> </table> <p>Option 2:</p> <table border="1"> <tr><th colspan="2">2016-2019</th></tr> <tr><td>Network & PPO</td><td>Non-Network & Non-PPO</td></tr> <tr><td>\$0 / 10% After Ded</td><td>\$0 / 50% After Ded</td></tr> </table>	2016-2019		Network & PPO	Non-Network & Non-PPO	\$0 / 10% After Ded	\$0 / 50% After Ded	2016-2019		Network & PPO	Non-Network & Non-PPO	\$0 / 10% After Ded	\$0 / 50% After Ded																							
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<p>Annual Out-of-Pocket Maximums (OOP)</p>	<p><u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u></p> <p>Option 1:</p> <p align="center">Out-of-Pocket Maximum Amounts (including Annual Deductible)</p> <table border="1"> <thead> <tr> <th rowspan="2"></th> <th colspan="2">2016</th> <th colspan="2">2017</th> <th colspan="2">2018</th> <th colspan="2">2019</th> </tr> <tr> <th>Network & PPO</th> <th>Non-Network & Non-PPO</th> <th>Network & PPO</th> <th>Non-Network & Non-PPO</th> <th>Network & PPO</th> <th>Non-Network & Non-PPO</th> <th>Network & PPO</th> <th>Non-Network & Non-PPO</th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td>\$2,750</td> <td>\$ 8,250</td> <td>\$3,000</td> <td>\$ 9,000</td> <td>\$3,250</td> <td>\$ 9,750</td> <td>\$3,500</td> <td>\$10,500</td> </tr> <tr> <td>Family</td> <td>\$5,500</td> <td>\$16,500</td> <td>\$6,000</td> <td>\$18,000</td> <td>\$6,500</td> <td>\$19,500</td> <td>\$7,000</td> <td>\$21,000</td> </tr> </tbody> </table> <p>(Integrated Med/Surg, MH/SA) Out-of-Pocket Maximum provisions: No change from current program, except as provided below:</p> <p>The following additional costs paid by the participant apply toward the applicable Network & PPO or Non-Network and Non-PPO Out-of-Pocket Maximum amounts:</p> <ul style="list-style-type: none"> Deductibles 		2016		2017		2018		2019		Network & PPO	Non-Network & Non-PPO	Network & PPO	Non-Network & Non-PPO	Network & PPO	Non-Network & Non-PPO	Network & PPO	Non-Network & Non-PPO	Individual	\$2,750	\$ 8,250	\$3,000	\$ 9,000	\$3,250	\$ 9,750	\$3,500	\$10,500	Family	\$5,500	\$16,500	\$6,000	\$18,000	\$6,500	\$19,500	\$7,000	\$21,000
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Prescription Drug Program (Rx)	2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees Option 1: Deductible: None. Out-of-Pocket Maximum: <table border="0"> <tr> <td></td> <td align="center"><u>2016-2019</u></td> </tr> <tr> <td>Individual</td> <td align="center">\$ 1,200</td> </tr> <tr> <td>Family</td> <td align="center">\$ 2,400</td> </tr> </table> <p>Retail – Network Copays: (Up to 30-day supply, limited to 2 fills for maintenance subject to Advanced Control Specialty Formulary provisions)</p> <table border="1"> <thead> <tr> <th></th> <th>2016</th> <th>2017</th> <th>2018</th> <th>2019</th> </tr> </thead> <tbody> <tr> <td>Generic</td> <td>\$10</td> <td>\$10</td> <td>\$10</td> <td>\$10</td> </tr> <tr> <td>Preferred</td> <td>\$35</td> <td>\$35</td> <td>\$35</td> <td>\$35</td> </tr> <tr> <td>Non-Preferred</td> <td>\$60</td> <td>\$60</td> <td>\$60</td> <td>\$70</td> </tr> </tbody> </table> <p>Retail – Non-Network Copays: Participant pays the greater of the applicable Network copay or balance remaining after the program pays 75% of network retail cost.</p> <p>Mail Order Copays: (Up to 90-day supply subject to Advanced Control Specialty Formulary provisions)</p> <table border="1"> <thead> <tr> <th></th> <th>2016</th> <th>2017</th> <th>2018</th> <th>2019</th> </tr> </thead> <tbody> <tr> <td>Generic</td> <td>\$20</td> <td>\$20</td> <td>\$20</td> <td>\$20</td> </tr> <tr> <td>Preferred</td> <td>\$70</td> <td>\$70</td> <td>\$70</td> <td>\$70</td> </tr> <tr> <td>Non-Preferred</td> <td>\$120</td> <td>\$120</td> <td>\$120</td> <td>\$140</td> </tr> </tbody> </table>		<u>2016-2019</u>	Individual	\$ 1,200	Family	\$ 2,400		2016	2017	2018	2019	Generic	\$10	\$10	\$10	\$10	Preferred	\$35	\$35	\$35	\$35	Non-Preferred	\$60	\$60	\$60	\$70		2016	2017	2018	2019	Generic	\$20	\$20	\$20	\$20	Preferred	\$70	\$70	\$70	\$70	Non-Preferred	\$120	\$120	\$120	\$140
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Benefits Outline Summary (BST, Billing and Utility Operations)**

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<p>Prescription Drug Program (Rx) Continued</p>	<p>Option 2:</p> <p>Deductible: Integrated with Med/Surg, MH/SA, CarePlus.</p> <p>Out-of-Pocket Maximum: Integrated with Med/Surg, MH/SA, CarePlus</p> <p>Retail – Network Copays: (Up to 30-day supply, limited to 2 fills for maintenance subject to Advanced Control Specialty Formulary provisions)</p> <table border="1"> <thead> <tr> <th></th> <th>2016</th> <th>2017</th> <th>2018</th> <th>2019</th> </tr> </thead> <tbody> <tr> <td>Generic</td> <td>\$9</td> <td>\$9</td> <td>\$9</td> <td>\$9</td> </tr> <tr> <td>Preferred</td> <td>\$35</td> <td>\$35</td> <td>\$35</td> <td>\$35</td> </tr> <tr> <td>Non-Preferred</td> <td>\$70</td> <td>\$70</td> <td>\$70</td> <td>\$70</td> </tr> </tbody> </table> <p>Retail – Non-Network Copays: Participant pays the greater of the applicable Network copay or balance remaining after the program pays 75% of network retail cost.</p> <p>Mail Order Copays: (Up to 90-day supply subject to Advanced Control Specialty Formulary provisions)</p> <table border="1"> <thead> <tr> <th></th> <th>2016</th> <th>2017</th> <th>2018</th> <th>2019</th> </tr> </thead> <tbody> <tr> <td>Generic</td> <td>\$18</td> <td>\$18</td> <td>\$ 18</td> <td>\$ 18</td> </tr> <tr> <td>Preferred</td> <td>\$70</td> <td>\$70</td> <td>\$ 70</td> <td>\$ 70</td> </tr> <tr> <td>Non-Preferred</td> <td>\$140</td> <td>\$140</td> <td>\$140</td> <td>\$140</td> </tr> </tbody> </table> <p>The following provisions will continue to apply to Option 1 and Option 2:</p> <ul style="list-style-type: none"> • Mandatory mail order for maintenance Rx – Applies after second fill at retail. • Specialty pharmacy program • Personal Choice – 100% participant-paid • Mandatory Generic • Compound medication limitation <p>The following provisions will also apply to Option 1 and Option 2:</p> <ul style="list-style-type: none"> • Advanced Control Specialty Formulary • New Standard Prescription Drug Formulary • Generic Step Therapy 		2016	2017	2018	2019	Generic	\$9	\$9	\$9	\$9	Preferred	\$35	\$35	\$35	\$35	Non-Preferred	\$70	\$70	\$70	\$70		2016	2017	2018	2019	Generic	\$18	\$18	\$ 18	\$ 18	Preferred	\$70	\$70	\$ 70	\$ 70	Non-Preferred	\$140	\$140	\$140	\$140
	2016	2017	2018	2019																																					
Generic	\$9	\$9	\$9	\$9																																					
Preferred	\$35	\$35	\$35	\$35																																					
Non-Preferred	\$70	\$70	\$70	\$70																																					
	2016	2017	2018	2019																																					
Generic	\$18	\$18	\$ 18	\$ 18																																					
Preferred	\$70	\$70	\$ 70	\$ 70																																					
Non-Preferred	\$140	\$140	\$140	\$140																																					
Employee Assistance Program (EAP)																																									
<p>Program</p>	<p>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</p> <p>AT&T Employee Assistance Program</p> <p>No change from current program.</p>																																								
<p>Visit Limit</p>	<p>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</p> <p>No change from current program.</p>																																								
Disability																																									
<p>Program</p>	<p>2012 New Hires, 2009 New Hires and Current Employees</p> <p>AT&T Southeast Disability Benefits Program</p> <p>No change from current program</p> <p><u>2015 New Hires</u></p> <p>Effective the day following Ratification Date, AT&T Disability Income Program as described in the Summary Plan Description except as provided below.</p> <p><i>Utility Operations: AT&T Southeast Disability Benefits Program for Special Represented Employees</i></p>																																								

**2015 Benefits Agreement -
Benefits Outline Summary (BST, Billing and Utility Operations)**

Provision		Current Employees, 2009 New Hires, 2012 New Hires & 2015 New Hires																		
Short-Term Disability (STD)		<p><u>2012 New Hires, 2009 New Hires and Current Employees</u> No change from current program</p> <p><u>2015 New Hires</u> The AT&T Disability Income Program as described in the Summary Plan Description except that Temporary and Term employees are not eligible for LTD benefits. Short-term disability benefits and the other sources of income received are designed to replace 60 percent or 100 percent of Pay, based on your service as shown below:</p> <table border="1"> <thead> <tr> <th></th> <th colspan="2"><u>% of Pay</u></th> </tr> <tr> <th><u>Term of Employment</u></th> <th><u>100%</u></th> <th><u>60%</u></th> </tr> </thead> <tbody> <tr> <td>>6 months, < 2 years</td> <td>0 weeks</td> <td>26 weeks</td> </tr> <tr> <td>2 years < 5 years</td> <td>4 weeks</td> <td>22 weeks</td> </tr> <tr> <td>5 years < 15 years</td> <td>13 weeks</td> <td>13 weeks</td> </tr> <tr> <td>15 or more years</td> <td>26 weeks</td> <td>0 weeks</td> </tr> </tbody> </table> <p><i>Utility Operations:</i> No change from current program.</p>		<u>% of Pay</u>		<u>Term of Employment</u>	<u>100%</u>	<u>60%</u>	>6 months, < 2 years	0 weeks	26 weeks	2 years < 5 years	4 weeks	22 weeks	5 years < 15 years	13 weeks	13 weeks	15 or more years	26 weeks	0 weeks
		<u>% of Pay</u>																		
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2 years < 5 years	4 weeks	22 weeks																		
5 years < 15 years	13 weeks	13 weeks																		
15 or more years	26 weeks	0 weeks																		
Long-Term Disability (LTD)		<p><u>2012 New Hires, 2009 New Hires and Current Employees</u> No change from current program*</p> <p><u>2015 New Hires</u> The AT&T Disability Income Program* as described in the Summary Plan Description except that Temporary and Term employees are not eligible for LTD benefits.</p> <p>*<i>Utility Operations agreement:</i> 2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees will remain ineligible for LTD.</p>																		
Leaves of Absence (LOAs)																				
Policy		<p><u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u> AT&T Southeast Leave of Absence Policy</p>																		
Types of LOAs		<p><u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u> No change from current policy.</p> <p><i>Utility Operations agreement:</i> LOA exceptions continue to apply for 2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees.</p>																		
Dental																				
Program		<p><u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u> AT&T Dental Program (management provisions) – except as provided below</p> <ul style="list-style-type: none"> • Dental PPO • DHMO (available at the discretion of the Company) 																		
Eligibility for Coverage		<p><u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u> Eligibility for coverage continues to begin on first day of the month in which 6 months net credited service (NCS) is attained (also referred to as term of employment (TOE)).</p>																		
Eligibility for Company Subsidy		<p><u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u> Company subsidy continues to begin on the first day of the month in which 6 months of net credited service (NCS) is attained (also referred to as term of employment (TOE)).</p>																		

**2015 Benefits Agreement -
Benefits Outline Summary (BST, Billing and Utility Operations)**

Provision	Current Employees, 2009 New Hires, 2012 New Hires & 2015 New Hires						
Active (Full-Time) Monthly Contributions	<p>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees Dental PPO or DHMO (if available);</p> <p align="center"><u>Contribution Amounts</u> <u>2016-2019</u></p> <table> <tr> <td>Ind</td> <td>\$7</td> </tr> <tr> <td>Ind+1</td> <td>\$14</td> </tr> <tr> <td>Family</td> <td>\$23</td> </tr> </table>	Ind	\$7	Ind+1	\$14	Family	\$23
Ind	\$7						
Ind+1	\$14						
Family	\$23						
Active (Part-Time) Monthly Contributions	<p>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</p> <p>Provisions will apply as indicated in the Summary Plan Description.</p> <p>Note: Calculation of cost of coverage is subject to annual adjustment.</p>						
Deductible	<p>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</p> <p>Provisions will apply as indicated in the Summary Plan Description.</p>						
Annual Maximum Benefit	<p>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</p> <p>Provisions will apply as indicated in the Summary Plan Description.</p>						
Orthodontic Lifetime Maximum	<p>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</p> <p>Provisions will apply as indicated in the Summary Plan Description.</p>						
Coverage Levels	<p>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</p> <p>Provisions will apply as indicated in the Summary Plan Description.</p>						
Outside Network Area (ONA)	<p>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</p> <p>Provisions will apply as indicated in the Summary Plan Description.</p>						
Vision							
Program	<p>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</p> <p>AT&T Vision Program (management provisions) – except as provided below.</p>						
Eligibility for Coverage	<p>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</p> <p>Eligibility for coverage continues to begin on first day of the month in which 6 months net credited service (NCS) is attained (also referred to as term of employment (TOE)).</p>						
Eligibility for Company Subsidy	<p>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</p> <p>Company subsidy continues to begin on the first day of the month in which 6 months of net credited service (NCS) is attained (also referred to as term of employment (TOE)).</p>						
Active (Full-Time) Monthly Contributions	<p>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</p> <p align="center"><u>Contribution Amounts</u> <u>2016-2019</u></p> <table> <tr> <td>Ind</td> <td>\$2</td> </tr> <tr> <td>Ind +1</td> <td>\$5</td> </tr> <tr> <td>Family</td> <td>\$8</td> </tr> </table>	Ind	\$2	Ind +1	\$5	Family	\$8
Ind	\$2						
Ind +1	\$5						
Family	\$8						
Active (Part-Time) Monthly Contributions	<p>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</p> <p>Provisions will apply as indicated in the Summary Plan Description.</p> <p>Note: Calculation of cost of coverage is subject to annual adjustment.</p>						
Coverage Levels	<p>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</p> <p>Provisions will apply as indicated in the Summary Plan Description.</p>						

**2015 Benefits Agreement -
Benefits Outline Summary (BST, Billing and Utility Operations)**

Provision	Current Employees, 2009 New Hires, 2012 New Hires & 2015 New Hires
Flexible Spending Account (FSA)	
Plan	<p><u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u> AT&T Flexible Spending Account Plan</p> <p>No change from current plan, except those that are mandated by healthcare reform legislation (PPACA).</p>
Contribution Minimum/Maximums	<p><u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u></p> <p>No change from current plan, except those that are mandated by healthcare reform legislation (PPACA) and to annually adjust the maximum contribution amount to that permitted by law for each calendar year for which the IRS issues timely guidance such that the Company can implement the change.</p>
CarePlus	
Program	<p><u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u> AT&T CarePlus – A Supplemental Benefit Program</p> <p>No change from current program.</p>
Monthly Contributions	<p><u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u> No change from current program.*</p> <p>*Note: Contribution amounts are subject to change from time to time at the sole discretion of the Company.</p>
General Benefits	<p><u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u></p> <p>No change from current program, except those required to comply with healthcare reform legislation (PPACA).</p> <p>Company continues to retain the unilateral right to change, modify, amend and discontinue the benefits offered under CarePlus.</p>
Life Insurance	
Program	<p><u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u> AT&T Group Life Insurance Program for Active Employees*</p> <p>*Provisions as they change from time to time.</p> <p>This program includes Supplemental Life Insurance and Dependent Life Insurance provisions.</p>
Active Benefits	<p><u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u> No change from current program except as provided below.</p> <ul style="list-style-type: none"> Minimum coverage for spouses is \$10k (The \$5k option is eliminated.) <p>Note: Contribution amounts are subject to annual adjustments.</p> <p><i>Utility Operations agreement:</i> 2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees will remain ineligible for the Basic Life benefit.</p> <p><i>Utility Operations agreement:</i> 2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees will continue to have contributory coverage only; 100% participant-paid for the plan coverage for Supplemental, AD&D, AD&D Supplemental, Dependent Child and Spouse life coverage.</p>
Definition of Pay	<p><u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u> No change from current program.</p>
Long-Term Care	
Plan	<p><u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u> AT&T Consolidated Long-Term Care Insurance Plan</p>
Coverage	<p><u>2015 New Hire, 2012 New Hires, 2009 New Hires and Current Employees</u> Closed to new entrants as of 5/1/2012.</p> <p>Participants currently enrolled may remain in the plan; closed to new entrants as of 5/1/2012.</p>

**2015 Benefits Agreement -
Benefits Outline Summary (BST, Billing and Utility Operations)**

Provision		Current Employees, 2009 New Hires, 2012 New Hires & 2015 New Hires
Adoption		
Policy	2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees AT&T Adoption Reimbursement Policy No change from current policy.	
Coverage	2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees No change from current policy.	
Commuter		
Policy	2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees AT&T Commuter Benefits Policy No change from current policy.	
Coverage	2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees Pre-tax deductions for parking and mass transit: 2015 Internal Revenue Service (IRS) limits: \$250 parking; \$130 mass transit. Eligible expense and monthly limits follow IRS Code Section 132 Regulations. Note: Annual adjustments apply.	

**2015 Benefits Agreement -
Benefits Outline Summary (BST, Billing and Utility Operations)**

Provision	Eligible Retired Employees
Retiree Provisions	<p><u>Effective 6/1/2016:</u> Applicable for the term of the Agreement to Eligible Retired Employees who terminate during the term of the Agreement.</p>
Medical	
Program	Eligible Retired Employees shall be eligible to participate in the same choice of program, options and provisions as a similarly situated active Current Employees, 2009 New Hires, 2012 New Hires or 2015 New Hires except as noted in the sections below:
Eligible Retired Employees (Full-Time) Monthly Contributions	<p><u>2015 New Hires</u></p> <ul style="list-style-type: none"> • Eligible Retired Employees who are Non-Medicare eligible pay 100% of full cost of coverage* with no Company subsidy. • Eligible Retired Employees who are Medicare eligible are ineligible for coverage. <p><u>2012 New Hires</u></p> <ul style="list-style-type: none"> • Eligible Retired Employees who are Non-Medicare eligible will continue to pay 100% of full cost of coverage* with no Company subsidy. • Eligible Retired Employees who are Medicare eligible will continue to be ineligible for coverage. <p><u>2009 New Hires</u></p> <ul style="list-style-type: none"> • Eligible Retired Employees who are Non-Medicare eligible will continue to pay 50% of full cost of coverage*. • Eligible Retired Employees who are Medicare eligible will continue to be ineligible for coverage. <p>*Note: Contribution amounts are subject to change from time to time at the sole discretion of the Company.</p> <p><u>Current Employees</u> The contribution shall continue to be the same as for a similarly situated active Current Employees.</p>
Eligible Retired Employees (Part-Time) Monthly Contributions	<p><u>2015 New Hires</u></p> <ul style="list-style-type: none"> • Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy. • Eligible Retired Employees who are Medicare eligible are ineligible for coverage. <p><u>2012 New Hires</u></p> <ul style="list-style-type: none"> • Eligible Retired Employees who are Non-Medicare eligible will continue to pay 100% of full cost of coverage* with no Company subsidy. • Eligible Retired Employees who are Medicare eligible will continue to be ineligible for coverage. <p><u>2009 New Hires</u></p> <ul style="list-style-type: none"> • Eligible Retired Employees who are Non-Medicare eligible will continue to pay 50% of full cost of coverage*. • Eligible Retired Employees who are Medicare eligible will continue to be ineligible for coverage. <p>* Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p> <p><u>Current Employees</u> The contribution shall continue to be the same as for a similarly situated active Current Employee.</p>
Medicare Part B Premium Reimbursement	<p><u>2015 New Hires, 2012 New Hires and 2009 New Hires</u> Not Eligible.</p> <p><u>Current Employees</u> No change from current program.</p>
CarePlus	
Program	<p><u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u> No change from current program.</p>

**2015 Benefits Agreement -
Benefits Outline Summary (BST, Billing and Utility Operations)**

Provision	Eligible Retired Employees
Monthly Contributions	<u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u> No change from current program.
General Benefits	<u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u> No change from current program, except those required to comply with healthcare reform legislation (PPACA). Company continues to retain the unilateral right to change, modify, amend and discontinue the benefits offered under CarePlus.
Dental	
Program	Eligible Retired Employees shall be eligible to participate in the same provisions as similarly situated active Current Employees, 2009 New Hires, 2012 New Hires or 2015 New Hires except as noted in the sections below.
Eligible Retired Employees (Full-Time) Monthly Contributions	<p><u>2015 New Hires</u></p> <ul style="list-style-type: none"> Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy. Eligible Retired Employees who are Medicare eligible are ineligible for coverage. <p><u>2012 New Hires</u></p> <ul style="list-style-type: none"> Eligible Retired Employees who are Non-Medicare eligible will continue to pay 100% of full cost of coverage* with no Company subsidy. Eligible Retired Employees who are Medicare eligible will continue to be ineligible for coverage. <p><u>2009 New Hires</u></p> <ul style="list-style-type: none"> Eligible Retired Employees who are Non-Medicare eligible will continue to pay 50% of full cost of coverage*. Eligible Retired Employees who are Medicare eligible will continue to be ineligible for coverage. <p>*Note: Contribution amounts are subject to change from time to time at the sole discretion of the Company.</p> <p><u>Current Employees</u> The contribution shall continue to be the same as for a similarly situated active Current Employee.</p>
Eligible Retired Employees (Part-Time) Monthly Contributions	<p><u>2015 New Hires</u></p> <ul style="list-style-type: none"> Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy. Eligible Retired Employees who are Medicare eligible are ineligible for coverage. <p><u>2012 New Hires</u></p> <ul style="list-style-type: none"> Eligible Retired Employees who are Non-Medicare eligible will continue to pay 100% of full cost of coverage* with no Company subsidy. Eligible Retired Employees who are Medicare eligible will continue to be ineligible for coverage. <p><u>2009 New Hires</u></p> <ul style="list-style-type: none"> Eligible Retired Employees who are Non-Medicare eligible will continue to pay 50% of full cost of coverage*. Eligible Retired Employees who are Medicare eligible will continue to be ineligible for coverage. <p>* Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion</p> <p><u>Current Employees</u> The contribution shall continue to be the same as for a similarly situated active Current Employee.</p>

**2015 Benefits Agreement -
Benefits Outline Summary (BST, Billing and Utility Operations)**

Provision	Eligible Retired Employees
Life Insurance	
Eligible Retired Employees Basic Life (Company Paid)	<p><u>2015 New Hires</u> \$15,000 Retiree Basic Life</p> <p><u>2012 New Hires, 2009 New Hires and Current Employees</u> No change from current program.</p> <p><i>Utility Operations agreement: 2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees will remain ineligible for this plan.</i></p>
Eligible Retired Employees Supplemental Life (Retiree Paid)	<p><u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u> No change from current program.</p> <p><i>Utility Operations agreement: 2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees will continue to have contributory coverage only; 100% participant-paid for the program.</i></p>
Definition of Pay	<p><u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u> No change from current program.</p>

Vision	
Eligible Retired Employees Vision Program	<p><u>2015 New Hires, 2012 New Hires, 2009 New Hires and Current Employees</u> Eligible Retired Employees shall be eligible to participate in the AT&T Eligible Former Employee Vision Program.</p>
Eligible Retired Employees Monthly Retiree Contributions	<p><u>2015 New Hires</u></p> <ul style="list-style-type: none"> Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy. Eligible Retired Employees who are Medicare eligible are ineligible for coverage. <p><u>2012 New Hires</u></p> <ul style="list-style-type: none"> Eligible Retired Employees who are Non-Medicare eligible will continue to pay 100% of full cost of coverage* with no Company subsidy. Eligible Retired Employees who are Medicare eligible will continue to be ineligible for coverage. <p><u>2009 New Hires</u> Eligible Retired Employees will continue to pay 100% of full cost of coverage* with no Company subsidy.</p> <p>*Note: Calculation of the full cost of coverage is subject to change from time to time at the sole discretion of the Company.</p> <p><u>Current Employees</u> Eligible Retired Employees will continue to pay 100% of full cost of coverage* with no Company subsidy.</p> <p>*Note: Calculation of the full cost of coverage is subject to change from time to time at the sole discretion of the Company.</p>

Provision	Current Employees, 2009 New Hires, 2012 New Hires, 2015 New Hires & Eligible Retired Employees
Voluntary	
Discretionary Program	AT&T Voluntary Benefits Platform (products offered as they may change from time to time).

A Post-Retirement Health VEBA Trust

A post-retirement health VEBA Trust shall remain in effect for the life of this agreement, subject to the following conditions:

- A. BellSouth established a 501(c)(9) VEBA trust to actuarially fund post-retirement medical/dental benefits for the non-management employees who qualify for post-retirement medical/dental benefits under the eligibility rules of the applicable plans. Post-retirement health VEBA Trust funds are used exclusively to provide post-retirement benefits for the non-management employees. Consistent with current law and sound actuarial standards, the Company in its discretion may elect to fund a post-retirement health VEBA Trust. VEBA funding may be made by cash contributions, and the Company also retains the right to merge a post-retirement health VEBA Trust with other VEBAs that provide post-retirement benefits.
- B. The Company will manage post-retirement health VEBA Trust funds and make all investment decisions in accordance with ERISA's prudent man rules.

**MEMORANDUM OF UNDERSTANDING
COMMUNICATIONS WORKERS OF AMERICA
APPOINTED POSITIONS - BENEFITS**

This Memorandum of Understanding between the Communications Workers of America and BellSouth Telecommunications, LLC outlines the understanding reached in connection with the CWA appointed positions. These guidelines cover the bargained for full-time CWA Appointees for Benefits. Effective upon the signing of this memorandum, the following selection and administrative guidelines will apply.

Selection

The Vice President, CWA District 3 will select the individual to serve in the CWA appointed position. The reporting location of this assignment will be agreed upon by the parties at the bargaining level.

Selection Criteria

Employees considered for this position should possess strong oral and written communications skills, strong interpersonal and facilitation skills, be willing to travel in some assignments, and evidence a strong commitment to joint Company/CWA initiatives. During the course of this assignment, the Appointee shall not engage in other Union activities such as the processing of grievances and other CWA Staff work. The Company will not pay any wages or expenses in connection with other Union related functions.

Term of Assignment

Normally, this position is a rotational assignment with a three year term. After the first three years, CWA has the option to rotate an Appointee out of the position and select a replacement. However, the length of any assignment may be extended or abbreviated by mutual agreement.

Tour Length

The normal tour length of this position will be 7.5 hours.

Pay

1 Managed Care Specialist @ Wage Scale 36 + 15% of appropriate step rate
1 Claims Facilitator @ Wage Scale 36 + 5% of appropriate step rate

The Appointee's wage length of service on his/her permanent title will be used to place the Appointee on the appropriate step of Wage Scale 36.

Zone classification shall be based on the place of reporting for the temporary assignment. Periodic bargained for wage increases are applicable and are also based on Wage Scale 36. Promotional increase provisions of the Working Agreement do not apply.

Overtime

Normally, it is not expected that overtime will be necessary; however, when overtime is required, Management Guidelines will apply. These provisions include adjusting hours so that an Appointee will not exceed his/her scheduled hours in a workweek or overtime pay if appropriate.

Travel Expense

Travel expenses in connection with approved activities by an active employee in the appointed position will be reimbursed using the same procedures used by management. It is expected that a personal vehicle or a rental car will be utilized in traveling, whichever is more cost effective. Furthermore, Company/CWA teams are expected to travel together except in those instances where it is more cost effective to travel separately or where pre-approval has been obtained. The travel expense provisions of Article 9 will not be applicable to this position.

Transfer/Relocation Expense

With proper receipts, reasonable and necessary expense incurred by an active employee in the appointed position in connection with temporary relocation will be reimbursed by the Company up to \$7,500 at the beginning and end of the assignment for an Appointee who sells his/her home.

An Appointee who rents at his/her present location or who owns his/her home but plans to rent at the temporary location will be paid a lump sum of \$2,500 at the beginning and end of the assignment. However, if an Appointee retires from the assignment, relocation expenses at the end of the assignment will not be reimbursed. The relocation will be handled under the provisions of the Relocation Plan for Non-management Employees with the exception of the \$7,500 and \$2,500 expense limitations as provided above. Relocation is subject to prior approval by the Company.

Promotion and Transfer

Time in these assignments will apply to the time-in-title provisions of the Working Agreement for promotions or transfers.

Performance

The CWA Appointee is subject to the same standards for productivity and accountability as the Company appointed counterparts. The Company is responsible for addressing performance and behavioral issues of the team member.

Assignment Completion

At the end of the assignment, an Appointee vacating this position will be returned to his/her job title and work location occupied prior to his/her appointment.

Surplus

If surplus is declared in the Appointee's permanent title, he/she will be given the options as follows:

Option A: Return to his/her permanent title and be processed with the current surplus.

Option B: Remain in his/her current assignment until the appointment ends, then be returned to their permanent title and be processed under Article 7.

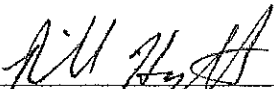
If eligible, termination pay, SIPP or ESIPP will be based on the permanent title.

Pension

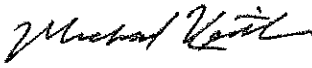
Pension calculations for an Appointee who retires will be based on the provisions of the applicable pension plan in effect at the time of retirement. Appointment to this position These guidelines supersede any previous agreements or understandings between the parties and will expire concurrent with the 2015 BST Working Agreement. Matters pertaining to the application of this Memorandum of Understanding may be discussed between the Company and CWA at the bargaining level; however, such matters are not subject to the grievance and arbitration procedures.

For the Union

For the Company



Richard Honeycutt
Vice President
CWA District 3



Michael Keith
Vice President
Labor Relations

Date: 12/14/15

Date: 12/14/15

MEMORANDUM OF AGREEMENT EXCISE TAX

This Memorandum of Agreement ("Memorandum") covers the agreement reached between BellSouth Telecommunications, LLC ("BST"), Bell South Telecommunications, LLC for Utility Operations (Utility Operations"), and AT&T Billing Southeast, LLC ("Billing") hereinafter referred to collectively as "Company" and the Communications Workers of America/Communications Workers of America District 3, AFL-CIO ("Union") during negotiations for the 2015 Collective Bargaining Agreements ("CBAs") between the Company and the Union ("Parties"), commonly referenced as the "2015 Southeast Contracts", concerning how they have agreed to account for risk of application of the excise tax on high-cost employer-sponsored health coverage ("Excise Tax") pursuant to the Patient Protection and Affordable Care Act ("PPACA"). To account for such risk, the Parties hereby agree as follows.

1. In the event the Company determines, using the "look forward" approach, that at any time during plan year 2018, the aggregate cost of the applicable employer-sponsored coverage provided under AT&T medical plans or programs for employees and eligible retired employees covered by the CBAs ("employees") will, exceed the threshold(s) that would trigger the Excise Tax, then the Parties will reopen negotiations solely with respect to such applicable employer-sponsored coverage to discuss contributions, plan designs, program changes, or other factors to avoid imposition of the Excise Tax. The Company must inform the Union as soon as practicable no later than March 1, 2017 of such determination and negotiations will begin on or about March 16, 2017. Both Parties agree to work together in good faith to address the issues and avoid the Excise Tax at any time during the 2018 plan year while maintaining the most recent estimate of employee costs, with respect to the applicable employer-sponsored coverage for the 2018 plan design as reflected by Exhibit 1 to the "2015 Benefits Agreement". The Parties will determine how the reallocation, if any, from the modifications to contributions, plan designs, program changes, or other factors will be applied for maintaining those employee costs. The avoidance of any Excise Tax payments that would have otherwise been applied will not be considered in the calculations.
2. At the same time as the Company notifies the Union of its determination in Section 1 above, the Company shall provide the Union information necessary for consideration of such modifications and for the development of proposals. This information will include, but not be limited to, the most recently available data for 2016 plan and/or program costs, utilization and enrollment. Each party shall share with the other the methodology underlying the respective party's calculation of plan and program costs for the applicable employer sponsored coverage for employees and the estimate of Excise Tax impact under various assumptions and approaches allowed by regulations. Such calculation will combine costs associated with Option 1 and Option 2 in determining the cost of coverage if allowed by final IRS regulations. Such calculation will not include the cost of dental and vision coverage if those costs are excluded or can be excluded under final Internal Revenue Service (IRS) regulations.
3. If after discussions the Parties are unable to agree on modifications to contributions, plan designs, program changes, and other factors by April 15, 2017, provided any and all

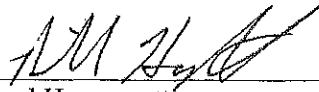
information-sharing issues are resolved, including by accelerated* arbitration if necessary, the Parties will submit their respective proposals to a mutually agreed upon third party actuarial consultant for a final and binding decision. Such third party actuarial consultant shall have knowledge and understanding of medical plans and plan designs and shall be from one of the following companies: Towers Watson, Aon Hewitt, Mercer, Cheiron, or Milliman. The third party actuarial consultant's authority shall be to review each proposal and to select the proposal which most equitably achieves the goals of the negotiations, i.e. to avoid application of the Excise Tax at any time during the 2018 plan year while maintaining the most recent estimate of employee costs with respect to the applicable employer sponsored coverage for the 2018 plan design as reflected by Exhibit 1 to Article 19. The third party actuarial consultant shall provide its decision no later than May 15, 2017 for implementation and inclusion in the subsequent year's program design changes. The third party decision shall not exceed its authority set forth above. The Parties will split the cost of the third party's fees 50%/50%. The third party actuarial consultant's decision is subject to the same limited review as any other arbitration award under Section 301 of the Labor Management Relations Act.

4. Any changes agreed upon by the parties or determined by the third party actuarial consultant shall only become effective January 1, 2018 if the excise tax becomes effective for the plan in 2018.
5. The parties shall meet at least one time each year commencing in September 2016 to review and discuss the estimated plan costs using the most recent cost data. Discussion shall include current plan costs, past projections of costs and any corrections that may better assist in efforts to derive or estimate projections.
6. The provisions of this MOA shall not apply to any plan year other than 2018.

Either party's failure to abide by the terms of this Memorandum of Agreement shall be subject to the grievance and an accelerated* arbitration except for the manner of performing the Excise Tax calculations and the reallocation, if any, specified in Paragraphs 1 and 2, and Paragraph 3 and its outcome.

AGREED:

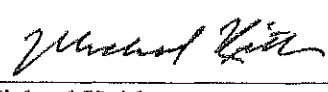
FOR THE UNION:



Richard Honeycutt
Vice President
CWA District 3

Date: 12/14/15

FOR THE COMPANY:



Michael Keith
Vice President
Labor Relations

Date: 12/14/15

*Accelerated arbitration may not change or jeopardize the timeline provided in this MOA. Both parties agree to work in good faith to ensure a timely decision may be issued to allow for the timely completion of the third party actuarial process in paragraph 3.

2016

Memorandum of Agreement

This agreement between the Communications Workers of America (CWA) and BellSouth Telecommunications, LLC (the Company), effective with the processing of the 1st Quarter 2016 surplus, outlines the understanding reached by the parties in regards to the treatment of employees during force adjustment conditions.

Employees in the CPE organizational unit as defined in Article 1.17, who are affected by a surplus, will have "exchange" used in lieu of the "WRA (work reporting area)" for all of their options under Article 7 and Article 8.03.

This Memorandum of Agreement will be for the life of the 2015 Working Agreement.

For the Union:

For the Company:

Thelma Dunlap

John P. Trageser

Thelma Dunlap
Administrative Director (BST)
CWA District 3

John Trageser
Executive Director
Labor Relations

2/12/16

2/11/16

Date

Date



John Trageser
Executive Director
Labor Relations

122 E. Lake Dr.
Room 300
Decatur, Ga. 30030

T: 404 986-5633
F: 404 370-8259
jt9467@att.com

March 7, 2016

Nick Hawkins
Assistant to Vice President – District 3
Communications Workers of America
3516 Covington Highway
Decatur, GA 30032

Nick:

As discussed, the titles that were dropped from the BellSouth Telecommunications, LLC Working Agreement resulted when the printer compressed the pages to conform to the size of the 5.5" x 8.5" contract books. That compression caused the following titles to be dropped from the agreement:

- Page 261 Computer Attendant and Secretarial-Stenographer
- Page 277 Circuit Layout Assigner and Processor Technician

Though the printer error is unfortunate, the Computer Attendant is the only title currently populated, with only one employee. However, we intend to treat each of the dropped titles as being in the Working Agreement and clean up the inadvertent omission in 2019 bargaining.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "John P. Trageser".

Memorandum of Agreement

This agreement between the Communications Workers of America (CWA) and BellSouth Telecommunications, LLC (the Company), effective with the processing of the 1st Quarter 2016 surplus, outlines the understanding reached by the parties in regards to the treatment of employees during force adjustment conditions.

Employees in the CPE organizational unit as defined in Article 1.17, who are affected by a surplus, will have "exchange" used in lieu of the "WRA (work reporting area)" for all of their options under Article 7 and Article 8.03.

This Memorandum of Agreement will be for the life of the 2015 Working Agreement.

For the Union:

For the Company:

Thelma Dunlap

John P. Trageser

Thelma Dunlap
Administrative Director (BST)
CWA District 3

John Trageser
Executive Director
Labor Relations

2/12/16
Date

2/11/16
Date

GARRETT, CAROL G (LABOR)

From: Nick Hawkins <nhawkins@cwa-union.org>
ent: Wednesday, July 27, 2016 8:00 AM
To: TRAGESER, JOHN P (LABOR); Thelma Dunlap; Richard Honeycutt
Cc: KEITH, MICHAEL (LABOR); GARRETT, CAROL G (LABOR)
Subject: Re: Grouping titles

John,

For clarification, I have provided the Union's response below:

As a result of the arbitration ruling from grievance number B14-ALL-003, and without precedent or prejudice, the Union has proposed that the Company continue the current practice of grouping together employees in different job titles, within a work group as defined in Article 1.36, for the purposes of tour selection, provided those employees regularly interchange on work assignments and regularly relieve each other.

On Tue, Jul 26, 2016 at 4:20 PM, TRAGESER, JOHN P (LABOR) <jt9467@att.com> wrote:

Hey Nick,

Mike asked me to handle this months ago and I dropped the ball. We have no issue with the attached; however, I want to make sure we are both on the same page.

For application of seniority under Article 13.02 the Company's practice has been to also group employees in different titles in a work group as defined in Article 1.36 as long as they regularly interchange on work assignments and regularly relieve each other. Do you agree?

If not, would you shoot me an email explaining what D3's means by existing practices concerning tour selection?

Thanks,

John Trageser
Executive Director, AT&T SE Labor Relations
Office: [404.927.3462](tel:404.927.3462)
Cell: [404.218.5788](tel:404.218.5788)

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John Trageser
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Labor Relations

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jt9467@att.com

August 10, 2016

Mr. Nick Hawkins
Assistant to the Vice President
Communications Workers of America
3516 Covington Highway
Decatur, Georgia 30032

Dear Nick:

During 2009 Bargaining the Company and the Union agreed to create a leveraged title, Sales Consultant. Any new vacancies in the Sales Associate position would be filled with leveraged title, Sales Consultant. Sales Associates and Sales Consultants are grouped together for a surplus. The Sales Associates were given an opportunity to convert to the leveraged title, but the Company committed it would not force a Sales Associate to a leveraged position.

This letter is in response to your request for clarification of several steps in the force adjustment procedures for Sales Associates impacted by force adjustments.

- Follow the Work Opportunities – Under the provisions of Article 7.01A4, if given the opportunity to follow their work, Sales Associates will maintain their title and wage scale 27 wages. If they declined to follow their work and are processed through the force adjustment options as outlined in Article 7.01C and are not placed into a position, Sales Associates may under the provisions of 7.01C5 elect to follow their work and maintain the title and wages if opportunities still exist in the follow the work location.

Vacancies for the Sales Consultant title would be handled as follows:

- Article 7.01C1 - Job Assignments – If Sales Consultant vacancies are available in the exchange or any exchange within 35 miles, in the organizational unit or any other organizational unit, the Sales Associates will have the option to accept the position. If they accept, they will move to the Sales Consultant title and compensation. If they choose to decline, they will not be penalized as outlined in Article 7.01C3a.
- Article 7.01C3 - Vacancies within 35 miles – Employees will be given the opportunities for consideration for equal and lower level vacancies, and if offered and decline a Sales Consultant vacancy, will not forfeit their right to bump or termination pay.



If employee(s) appear on the bump list, SIPP or ESIPP list that hold the Sales Consultant title, and the surplus Sales Associate elects to exercise one of these options, the employee would maintain their Sales Associate title and wage scale 27 compensation.

If you agree, please concur below and return a copy for our records.

Sincerely,

A handwritten signature in cursive script that reads "John P. Trageser".

John Trageser
Executive Director Labor Relations

CONCUR:

A handwritten signature in cursive script that reads "Nick Hawkins".

Nick Hawkins
Assistant to the Vice President
Communications Workers of America



John Trageser
Executive Director
Labor Relations

122 E. Lake Dr.
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jt9467@att.com

October 11, 2016

Mr. Nick Hawkins
Assistant to the Vice President
Communications Workers of America
3516 Covington Highway
Decatur, Georgia 30032

Dear Nick:

Last year during the selection process for vacation and other time off for Wire Technicians, the Company and CWA agreed to look at a process similar to BST Article 5 for selection of paid time off for the 2017 Vacation Year.

This letter is in response to your request that we utilize the same process that is used for core technicians, where vacation is selected one week at a time, or in segments, and then rotated through the seniority list. It is agreed that the selection process for Sections 5.07 and 5.09 of the Addendum will be as follows for the 2017 Vacation Year.

1. The work group for selection purposes will be determined by the Company.
2. Selection shall occur in seniority order within the defined work group above.
3. The Company determines the periods available for selection and the number of employees allowed off on vacation and Personal Days Off.
4. Selection shall occur in the following order:
 - a. Full Week(s), known as a segment, will be selected first with only one segment selected until all other employees have selected a segment. The selection process rotates in seniority order until all employees in the work group have selected their segment(s).
 - b. Day-at-a-time or individual vacation days, vacation days provided when an authorized holiday falls during a vacation segment (section 5.03 of the Addendum) and Personal Days Off will be chosen in seniority order within the work group defined above with employees choosing all such time off at one time, even though the days selected may not be consecutive.
 - c. All 2016 Vacation and Personal Days Off that are carried over to the 2017 Vacation Year will be chosen in seniority order within the work group defined above with employees choosing all such time off at one time, even though the days selected may not be consecutive. These days must be scheduled and taken by April 30, 2017.
5. A segment of Vacation is a continuous period of vacation (in full week increments beginning with Sunday of the first week and ending with Saturday of the last week) with no work time between the beginning and end of such vacation period. No more than 3 weeks may be selected as a segment.
6. The week of December 31, 2017 through January 6, 2018 is not available for 2017 as a vacation segment. December 31, 2017 may be selected as a single vacation or Personal





Day Off; however, the remainder of the week may not be selected until selection for 2018 time off begins.

7. The Company will post a statement showing the available periods for selection no later than October 25, 2016.
8. The Company will begin contacting employees, in seniority order, on or after November 1, 2016.
9. All scheduling will be completed by December 24, 2016.
10. Employees who are not readily available between November 1, 2016 and December 24, 2016 may express their preference for choices in advance of being contacted, and if available, their choices will be assigned as chosen in accordance with seniority.
11. Employees not making a selection at the time of contact, employees not expressing advance choices, employees whose advance choice is not available, and employees whom the Company was unable to contact after a reasonable effort to do so shall be passed over but shall have the right to make a selection from the remaining available vacation periods in accordance with their seniority at any subsequent time prior to December 24, 2016.
12. Employees who have not made their selections by December 24, 2016 may select from the remaining available periods insofar as service requirements permit.
13. During the selection period an employee who has made a selection will not be allowed to change that selection.
14. The "in seniority order" as used shall be determined by the employee's seniority on January 1, 2017.
15. After December 24, 2016 and prior to January 1, 2017 the Company will post or make available a completed list of selected time off for each work group and such will be available to employees throughout the calendar year.
16. The Company will give consideration to a request of an employee, based upon his/her impelling reasons, for a period not included in the posting under "7" above.

If you agree, please concur below and return a copy for our records.

Sincerely,

CONCUR:

John Trageser
Executive Director Labor Relations

Nick Hawkins
Assistant to the Vice President
Communications Workers of America



Robert G. Zurovec
Executive Director
Labor Relations

AT&T Services, Inc.
4544 S. Lamar
MS 4401-LR
Austin, TX 78745

T: 512.436.7267
F: 512.436.7468

October 20, 2016

Richard Honeycutt
Vice President District 3, CWA
3516 Covington Highway
Decatur, GA 30032

Via email

Dear Richard,

Pursuant to recent conversations between the parties, the Company and the Union hereby agree to replace paragraph 13 of the "Memorandum of Agreement: Transition of Newly Employed DirectTV LLC Employees" ("MOA") regarding the transition of certain newly-represented Company employees into the Network Addendum for U-verse Field Operations ("Addendum") to the 2015 CWA/BellSouth Telecommunications, LLC (BST) Working Agreement ("Agreement") executed on September 29, 2016, (attached). Paragraph 13 of the MOA will now read:

This MOA is subject to ratification by the Unit Employees. For purposes of this MOA, the ratification date shall be the date that the Company receives written notification from an authorized representative of the Union that this MOA has been duly ratified by the Unit Employees. Said notification must be received on or before November 4, 2016. If such notification is not received on or before November 4, 2016, this MOA shall have no force or effect, and all proposals made by the Company up to that time are withdrawn.

All other terms and conditions of the MOA shall remain unchanged.

Please sign and date in the space below to acknowledge your agreement with this change.

Sincerely,

FOR THE UNION:

FOR THE COMPANY:

By:

By:

Title: District 3 Vice President

Title: Executive Director Labor Relations

Date: October 21, 2016

Date: October 20, 2016

Attachment



September 27, 2016

MEMORANDUM OF AGREEMENT

Transition of Newly-Represented DIRECTV LLC Employees

This Memorandum of Agreement ("MOA") is entered into as of September 27, 2016, between BellSouth Telecommunications, LLC and DIRECTV LLC (collectively "Company" or "Management") and the Communications Workers of America (hereinafter referred to in this MOA as "CWA" or the "Union"), and sets forth the terms and conditions agreed to by the Company and the Union (hereinafter referred to collectively in this MOA as the "Parties") regarding the transition of certain newly-represented Company employees into the Network Addendum for U-verse Field Operations ("Addendum") to the 2015 CWA/BellSouth Telecommunications, LLC (BST) Working Agreement ("Agreement").

1. **Recognition.** Effective with ratification of this MOA, DIRECTV LLC ("DTV") shall be a participating employer in the Agreement. Per the Certification of Results issued by the American Arbitration Association for the AT&T/DTV Technician, Warehouse, Administrative Support Unit in the cases below,

- 01-16-0001-3667, Alabama, April 20, 2016
- 01-16-0001-7137, Florida, May 12, 2016
- 01-16-0001-6028, Georgia, May 5, 2016
- 01-16-0001-3666, Kentucky, April 20, 2016
- 01-16-0001-7137, Louisiana, May 12, 2016
- 01-16-0001-7145, Mississippi, May 18, 2016
- 01-16-0001-7140, North Carolina, May 12, 2016
- 01-16-0001-0988, Tennessee, April 5, 2016

the Company recognizes the Union as the duly authorized bargaining agent for the titles listed below ("Unit Employees"):

Administrative Support Assistant
Office Coordinator
Field Coordinator
Warehouse Assistant
Installation Technician

2. **Term of Employment.** Effective January 1, 2017, Unit Employees' Term of Employment [(TOE), also known as Net Credited Service (NCS)] will be established based on the DIRECTV Workday Continuous Service date, and the TOE date will be subject to adjustments due to future employment events per the terms of the AT&T Pension Benefit Plan.
3. **Transfers to Job Titles.** Effective December 25, 2016 ("Effective Date"), Unit Employees referenced in paragraph 1 above shall be placed into the Addendum in the job titles of

September 27, 2016

Administrative Support Assistant, Office Coordinator, Wire Technician and Warehouse Assistant as provided in Attachment 1 to this MOA.

- A. The wage schedules for the titles in paragraph 3 above are listed in Attachment 2 to this MOA. The Parties agree that these titles are fully and finally established with no further steps required.
- B. Upon Ratification of this MOA and in accordance with Article 15.03A of the Agreement the locations listed in Table 1 below will be added to existing exchanges in the Exchanges By States and Zone Classifications of Appendix A, Part II to the Agreement.

Table 1 – Locations Added to Existing Exchanges

STATE	CITY	EXCHANGE	ZONE
Alabama	Eastaboga	Anniston	C
Mississippi	Flowood	Jackson	C
North Carolina	Hillsborough	Chapel Hill	C
Tennessee	La Vergne	Smryna	C

- C. Until the Effective Date and except as provided specifically in this MOA, current terms and conditions of employment for Unit Employees will not change without discussion between the Company and the Union.
- D. At the time of the Effective Date referenced above, the Addendum shall contain the entire agreement between the Parties with respect to all Unit Employees in titles referenced in paragraph 1 above, except that such Unit Employees: i) will maintain their current benefits until their benefits are replaced on January 1, 2017 and the benefits that will apply at that time are the benefits provided under this MOA rather than those provided in the Addendum; ii) shall not become eligible for any paid or unpaid time off (e.g., vacation, holidays, personal days off, etc.) under the Addendum until January 1, 2017; and iii) will remain eligible for DTV Paid Time Off and holidays through December 31, 2016 subject to needs of the business. On the Effective Date, Unit Employees shall be subject to all policies that apply to employees covered by the Addendum. Such policies shall be implemented as soon as practicable after the Effective Date.
- E. Unit Employees shall be exempt from the test qualifications required for their new job title for purposes of their initial placement into such title.
- F. Unit employees who transition to the Wire Technician title may be sent to Pole Climbing training. Unit Employees who are unable to pass Pole Climbing training will be allowed to remain as Wire Technicians. Wire Technicians who are unable to pass Pole Climbing training that voluntarily transfer to another location or title that requires Pole Climbing will be required to pass Pole Climbing training to remain in the new position or location.

September 27, 2016

G. Unit Employees' current DTV time-in-title will be credited toward their new Addendum title.

4. Wages. The payment of wages to Unit Employees shall be made as follows:

- A. As soon as practicable after ratification of this MOA, Unit Employees will be placed into the wage schedule in Attachment 2 to this MOA that corresponds to their new title in Attachment 1 to this MOA.
- B. Unit Employees shall transition to the step of the corresponding wage schedule that is closest to but not less than the Unit Employee's then-current weekly wage rate. The date on which Unit Employees move to the wage schedules in Attachment 2 to this MOA in accordance with paragraph 4(A) above will be the start date for calculation of the wage progression interval.
- C. Those Unit Employees whose current wages are above the maximum weekly rate of the appropriate wage schedule in Attachment 2 to this MOA at the time of the transition will be pay protected until their base pay is at or below the maximum weekly rate of the appropriate wage schedule or they elect to move to another job title or location. "Pay protected" means that their base pay will remain the same.

5. Benefits. Unit Employees covered by this MOA on January 1, 2017 shall be called "Original Unit Employees", unless they are subsequently terminated and rehired. Other employees covered by this MOA that are not Original Unit Employees shall be called "Other Unit Employees".

Effective January 1, 2017, Original Unit Employees and Other Unit Employees will be eligible for:

- AT&T's non-bargained-level health and welfare and disability benefit plans, programs, and policies as they may change from time to time.
- The following retirement benefits:
 - Pension
 - Original Unit Employees hired or rehired prior to January 1, 2016 will be eligible for the DIRECTV Pension Plan, which will become a component program under the AT&T Pension Benefit Plan, as similarly situated non-bargained employees.
 - Other Unit Employees, who were hired or rehired prior to January 1, 2016, will be eligible for the Bargained Cash Balance #2 Program of the AT&T Pension Benefit Plan.
 - Original Unit Employees and Other Unit Employees who were hired or rehired on or after January 1, 2016 will not be eligible to participate in any company sponsored pension plan as similarly situated non-bargained employees.
 - The AT&T Retirement Savings Plan as provided to similarly situated non-bargained employees.

B. HS

September 27, 2016

- AT&T's non-bargained medical, dental, vision and life insurance programs for eligible former employees, subject to the terms of such programs, provided that nothing in this MOA shall be construed to provide benefits for any period subsequent to the term of this MOA or for any employee other than Unit Employees who terminate employment during the term of this MOA.

Effective June 1, 2017, Unit Employees will be eligible for the health and welfare, disability, savings, and pension benefit plans, programs, and policies as set forth in the Agreement. Employees will be eligible for benefits as provided under the Agreement based on the employee's TOE date as of January 1, 2017 for Original Unit Employees and the hire, rehire or transfer date for Other Unit Employees as follows:

- If the TOE date is on or before August 17, 2012, these employees shall be referred to as "2009 New Hires".
- If the TOE date is after August 17, 2012 but on or before December 4, 2015, these employees shall be referred to as "2012 New Hires".
- If the TOE date is after December 4, 2015 and before January 1, 2017, these employees shall be referred to as "2015 New Hires".
- Any employee that is hired or rehired on or after January 1, 2017 shall be referred to as "2015 New Hires".
- Any employee that transfers into a Unit Employee job title on or after January 1, 2017 shall be treated as if they transferred into an Addendum job title.

The deductible and out-of-pocket dollars accumulated during 2017 for participants in the AT&T Medical Program self-funded benefit option, prior to the mid-year plan change, will apply toward the deductible and out-of-pocket maximums for those participants that enroll under the bargained program, provided the employee and dependents remain in the Company self-funded benefits and the employee continues to be a Unit Employee as of May 31, 2017. If an employee changes their coverage option during the mid-year election period from self-funded to HMO or vice versa, the deductibles and out-of-pocket dollars accumulated prior to the change in options will not apply to the new coverage.

Original Unit Employees that transfer into a job title in the Agreement not covered by this MOA shall be treated as a "2009 New Hire", "2012 New Hire", or "2015 New Hire" designation as defined above. Other Unit Employees that transfer into a job title in the Agreement not covered by this MOA shall be treated as if they transferred from an Addendum job title.

The means for fulfilling the terms of this MOA may be the Company's adoption of its own plan and associated plan document or participation in an equivalent plan having a plan document that includes, for bargained-for employees, the benefits agreed to be provided pursuant to this MOA 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 above. Copies of the plan documents, Summary Plan Descriptions (SPDs) and Summary of Material Modifications (SMMs) of these plans, policies and

September 27, 2016

programs have been provided to the Union. If there is any difference between these SPDs and the ERISA plans or programs (including amendments thereto), the plan texts shall govern.

Benefit Rules for Movement

Any individual who moves after January 1, 2017 from a job title not covered by the Agreement, where the circumstances of the move are not specifically accounted for below will be treated as a 2015 New Hire.

DTV employees that are represented by the CWA, not covered by this MOA, that move pursuant to the National Transfer Plan ("NTP") to a job title covered by the Agreement will be defined as follows:

Move to:	TOE as of January 1, 2017 or subsequent rehire date is:	Treated as:
Any job title covered by the Agreement	On or before August 17, 2012	Transferred 2009 New Hire
Any job title covered by the Agreement	After August 17, 2012 and on or before December 4, 2015	Transferred 2012 New Hire

6. Terms Effective Following Ratification. Effective with ratification of this MOA but subject to the administrative limitations of Company systems, the following provisions of the Addendum will apply to Unit Employees:

- Section 1, but only the following provisions incorporated by reference from the Core agreement as a result of section 1.03:
 - Article 2 – Wages, Section 2.07
 - Article 15 – Job Descriptions, Titles and Classifications, Section 15.03
 - Article 17 – Union Functioning, Sections 17.01, 17.03C, 17.05 and 17.06
 - Article 20 – Union-Management Conferences
 - Article 21 – Grievance Procedure
 - Article 23 – Arbitration, Expedited Arbitration and Mediation
 - Article 26 – Absences for Union Duties, Section 26.01
 - Article 27 – Distribution of Agreement
 - Article 28 – Responsible Union-Company Relationship

September 27, 2016

- o Article 29 – Application, Exclusions and Amendments, Section 29.03
 - o Article 30 – Non-Discrimination
 - o Article 31 – Duration of Agreement
 - o Appendix A, Part II – Exchanges by States and Zone Classification
 - Section 2 – Classification of Employees
 - Section 3 – Seniority
 - Section 4 – Working Conditions, sections: 4.05(A) and 4.05(B) – Sunday Hours Worked and Absence for Union Business (paid and unpaid) and sections 4.06 – 4.08
 - Section 6 – Force Adjustment, sections 6.02 – 6.05
 - Section 7 – Health and Safety
 - Section 11 – Compensation
 - Section 16 – Conclusion
 - Scope of Work for Wire Technicians
7. On the Effective Date, DTV will be a participating company in the NTP and Unit Employees will be eligible to participate in the NTP in agreements where DTV has been added as a participating company.
 8. Unit Employees moving into the Wire Technician title will be allowed to continue to participate in the DTV Home Garaging program until August 1, 2017.
 9. Accrued DTV Paid Time Off that has not been used by Unit Employees by December 31, 2016 will be paid out in cash in 2017.
 10. For the life of this MOA, staffing levels for the Administrative Support Assistant, Office Coordinator and Warehouse Assistant titles will not exceed the number of employees in each of the titles as of the date of ratification.
 11. The Union waives and releases any and all claims or potential claims against the Company relating to the recognition or transfer of Unit Employees into the Addendum.
 - A. The Union 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 as a

September 27, 2016

result of this MOA. Further, the Union will not, on the basis of this MOA, on the basis of the negotiations that preceded this MOA, or on the basis of any change in operations or practices or assignments of work as a result of this MOA, in any pleading, petition, complaint, filing or proceeding before the National Labor Relations Board, an arbitrator or panel of arbitrators, or any court of competent jurisdiction, 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, other than by function of this MOA, Addendum or the Agreement with respect to the employees covered by this MOA, Addendum or the Agreement. This commitment, as well as the commitments made in the Logistics Agreement, on the part of CWA will survive the expiration of this MOA, unless and until such time as this commitment is terminated by the mutual written agreement of the Parties.

B. The Parties agree that this MOA sets forth the full and complete agreement between the Union and the Company regarding the transfer of Unit Employees into job titles in the Addendum as provided in Attachment 1 to this MOA. If there is any conflict between the provisions of this MOA and provisions in the Addendum or Agreement, the provisions of this MOA will prevail.

12. Active regular full-time Unit Employees on the payroll as of the date of ratification and on the payout date will receive a single \$250 lump sum ratification bonus. Each active regular part-time Unit Employee on the payroll as of the date of ratification and on the payout date will receive a prorated ratification bonus based on their part-time classification (or "part-time equivalent work week") on the ratification date. All ratification bonus payments will have appropriate deductions withheld. Such payments shall be made as soon as practicable following ratification.

13. This MOA is subject to ratification by the Unit Employees. For purposes of this MOA, the ratification date shall be the date that the Company receives written notification from an authorized representative of the Union that this MOA has been duly ratified by the Unit Employees. Said notification must be received prior to November 1, 2016. If such notification is not received prior to November 1, 2016, this MOA shall have no force or effect, and all proposals made by the Company up to that time are withdrawn.

14. This MOA shall expire on August 3, 2019 unless otherwise mutually agreed in writing by the Parties.

The Parties have caused this MOA to be executed by their respective representatives, duly authorized, as of the day and year first written below.

J. HS

September 27, 2016

FOR THE UNION:

By: [Signature]

Title: District 3 UP

Date: September 29, 2016

FOR THE COMPANY:

By: [Signature]

Title: Executive Director Labor Relations

Date: September 27, 2016

B. HS

September 27, 2016

Attachment 1

CURRENT DTV TITLE	NEW ADDENDUM TITLE	WAGE SCALE
Installation Technician	Wire Technician	6
Administrative Support Assistant	Administrative Support Assistant	46
Office Coordinator	Office Coordinator	47
Field Coordinator	Office Coordinator	47
Warehouse Assistant	Warehouse Assistant	48

R. HS

September 27, 2016

Attachment 2

**BELLSOUTH TELECOMMUNICATIONS, LLC
WAGE SCALE 6
TITLES**

WIRE TECHNICIAN

		Weekly Wage Rates							
Wage Length of Service	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month	End of 30th Month	End of 36th Month	End of 42nd Month	End of 48th Month
Zone A / Wage Area I									
Upon Ratification	463.50	507.00	554.50	606.50	663.50	726.00	794.00	868.50	950.00
09/03/17	463.50	508.50	557.50	611.50	671.00	736.00	807.50	885.50	971.50
09/02/18	463.50	510.00	561.00	617.50	679.50	747.50	822.50	905.00	996.00
Zone B / Wage Area II									
Upon Ratification	419.00	463.50	513.00	568.00	628.50	695.50	770.00	852.00	943.00
09/03/17	419.00	465.00	516.00	572.50	635.50	705.50	782.50	868.50	964.00
09/02/18	419.00	466.50	519.00	578.00	643.50	716.00	797.50	887.50	988.00
Zone C									
Upon Ratification	384.50	429.00	478.50	533.50	595.00	663.50	740.00	825.50	920.50
09/03/17	384.50	430.00	481.00	538.00	601.50	672.50	752.50	841.50	941.00
09/02/18	384.50	431.50	484.00	543.00	609.00	683.00	766.50	860.00	964.50

R. HS

September 27, 2016

Attachment 2

**BELLSOUTH TELECOMMUNICATIONS, LLC
WAGE SCALE 46
TITLES**

Administrative Support
Assistant

Weekly Wage Rates											
Wage Length of Service	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month	End of 30th Month	End of 36th Month	End of 42nd Month	End of 48th Month	End of 54th Month	End of 60th Month
Zone A / Wage Area I											
Upon Ratification											
09/03/17	449.50	461.50	474.00	487.00	500.00	513.50	527.50	541.50	556.00	571.00	586.50
09/02/18	449.50	462.50	476.00	490.00	504.50	519.00	534.50	550.00	566.00	582.50	599.50
09/02/18	449.50	464.00	478.50	494.00	509.50	525.50	542.50	559.50	577.50	595.50	614.50
Zone B / Wage Area II											
Upon Ratification											
09/03/17	432.50	444.50	456.50	469.00	482.00	495.50	509.00	523.00	537.50	552.50	567.50
09/02/18	432.50	445.50	458.50	472.50	486.50	501.00	516.00	531.50	547.00	563.50	580.50
09/02/18	432.50	446.50	461.00	476.00	491.50	507.00	523.50	540.50	558.00	576.00	595.00
Zone C											
Upon Ratification											
09/03/17	420.00	431.50	443.00	455.00	467.00	479.50	492.50	506.00	519.50	533.50	548.00
09/02/18	420.00	432.50	445.00	458.00	471.50	485.00	499.50	514.00	529.00	544.50	560.50
09/02/18	420.00	433.50	447.00	461.50	476.00	491.00	507.00	523.00	539.50	556.50	574.50

B. HS

September 27, 2016

Attachment 2

**BELLSOUTH TELECOMMUNICATIONS, LLC
WAGE SCALE 47
TITLES**

Office
Coordinator

Weekly Wage Rates

Wage Length of Service	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month	End of 30th Month	End of 36th Month	End of 42nd Month	End of 48th Month	End of 54th Month	End of 60th Month
Zone A / Wage Area I											
Upon Ratification	500.00	516.50	533.50	551.50	569.50	588.50	608.00	628.00	649.00	670.50	692.50
09/03/17	500.00	517.50	536.00	555.00	574.50	595.00	616.00	638.00	660.50	684.00	708.00
09/02/18	500.00	519.00	538.50	559.00	580.50	602.50	625.50	649.00	673.50	699.00	726.00
Zone B / Wage Area II											
Upon Ratification	461.50	479.00	497.50	517.00	536.50	557.50	578.50	601.00	624.00	648.00	673.00
09/03/17	461.50	480.50	500.00	520.50	541.50	563.50	586.50	610.50	635.50	661.00	688.00
09/02/18	461.50	481.50	502.50	524.00	547.00	570.50	595.50	621.00	648.00	676.00	705.50
Zone C											
Upon Ratification	420.00	439.00	459.00	479.50	501.50	524.00	548.00	572.50	598.50	625.50	654.00
09/03/17	420.00	440.00	461.00	483.00	506.00	530.00	555.00	581.50	609.50	638.50	668.50
09/02/18	420.00	441.00	463.00	486.50	511.00	536.50	563.50	592.00	621.50	652.50	685.50

J. HS

September 27, 2016

Attachment 2

**BELLSOUTH TELECOMMUNICATIONS, LLC
WAGE SCALE 48
TITLES**

Warehouse Assistant

Weekly Wage Rates

Wage Length of Service	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month	End of 30th Month	End of 36th Month	End of 42nd Month	End of 48th Month	End of 54th Month	End of 60th Month
Zone A / Wage Area I											
Upon Ratification	490.50	507.50	525.50	544.00	563.00	583.00	603.50	624.50	646.50	669.00	692.50
09/03/17	490.50	509.00	528.00	547.50	568.00	589.50	611.50	634.00	658.00	682.50	708.00
09/02/18	490.50	510.00	530.50	551.50	573.50	596.50	620.50	645.50	671.00	698.00	726.00
Zone B / Wage Area II											
Upon Ratification	442.50	461.50	481.00	502.00	523.50	545.50	569.00	593.50	619.00	645.50	673.00
09/03/17	442.50	462.50	483.50	505.00	528.00	552.00	576.50	603.00	630.00	658.50	688.00
09/02/18	442.50	463.50	485.50	509.00	533.00	558.50	585.50	613.50	642.50	673.00	705.50
Zone C											
Upon Ratification	420.00	439.00	459.00	479.50	501.50	524.00	548.00	572.50	598.50	625.50	654.00
09/03/17	420.00	440.00	461.00	483.00	506.00	530.00	555.00	581.50	609.50	638.50	668.50
09/02/18	420.00	441.00	463.00	486.50	511.00	536.50	563.50	592.00	621.50	652.50	685.50

B. HS

GARRETT, CAROL G (LABOR)

From: Nick Hawkins [mailto:nhawkins@cwa-union.org]
Sent: Wednesday, November 02, 2016 7:42 PM
To: TRAGESER, JOHN P (LABOR) <jt9467@att.com>
Cc: KEITH, MICHAEL (LABOR) <mk4362@att.com>; Richard Honeycutt <rhoneycutt@cwa-union.org>
Subject: Re:

Yes, John we are in agreement that the MOA applies to bargaining unit employees at Utility Operations & AT&T Billing Southeast.

On Wed, Nov 2, 2016 at 9:41 AM, TRAGESER, JOHN P (LABOR) <jt9467@att.com> wrote:

Nick,

Per our conversation yesterday, I'm glad we were able to resolve this one so quickly. It appears that the Company and CWA agree that the attached MOA AT&T Employee Discounts signed October 8, 2015 includes bargaining unit employees at Utility Operations and AT&T Billing Southeast, so that those employees are eligible for the discounts as spelled out in the MOA.

Please let me know if I got that right or if you have any other questions.

Trag

John Trageser
Executive Director, AT&T SE Labor Relations
Office: [404.927.3462](tel:404.927.3462)
Cell: [404.218.5788](tel:404.218.5788)

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In Unity,

Nick Hawkins

Assistant to the Vice President

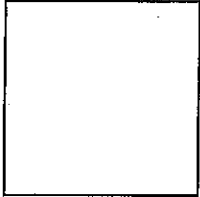
Communications Workers of America District 3

3516 Covington Highway

Decatur, GA 30032

Office: (404) 296-5553

Cell: (502) 706-1237



October 6, 2015 - CWA Discounts MOA

**MEMORANDUM OF AGREEMENT
AT&T EMPLOYEE DISCOUNTS**

This Memorandum of Agreement ("MOA") covers understandings and agreements reached between BellSouth Telecommunications, LLC doing business as AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee, Bell South Telecommunications, LLC for National Directory & Customer Assistance (NDCA), Bell South Telecommunications, LLC for BellSouth Internet Services ("Company") and Communications Workers of America District 3, AFL-CIO ("Union") (hereinafter, Company and Union are referred to collectively as "Parties"), regarding the **AT&T EMPLOYEE DISCOUNT PROGRAMS** ("Programs"). The term Programs, as used herein, excludes the bargained-for wireline home telephone concession plans and shall apply to all current and future discount programs provided and offered by the Company. The Company and Union agree as follows:

1. During the term of this MOA, bargaining unit employees represented by the Union will be conditionally eligible to participate in the Programs on the same terms and conditions applicable to the Company's non-bargained for management employees, subject to product availability, restrictions and requirements as well as any other terms or conditions otherwise agreed to by the Parties.
2. Bargaining unit employees of the Company are conditionally eligible to participate in the Programs solely by virtue of this MOA and would not otherwise be eligible to participate in the Programs.
3. Because the Company cannot effectively offer the Programs for selected operating entities, the Parties acknowledge and agree that individual wholly-owned subsidiary and affiliated operating companies of AT&T Inc. (hereinafter "Operating Subsidiary") cannot be excluded from the Programs. Therefore, this MOA will become effective and binding on the Parties only if the Union executes a similar MOA regarding the Programs for all of the AT&T Operating Subsidiaries with each of the individual CWA Districts. If this condition is not satisfied by October 9, 2015, this MOA will become null and void.
4. The Company, in its sole discretion, reserves the unilateral right to amend, modify, change or discontinue all or any part of the Programs at any time and without bargaining.
5. If the Company changes the terms and conditions of the Programs in the future, the Company will provide the Union with a notification of the changes at least 10 days prior to the date the changes are to become effective.

October 6, 2015 - CWA Discounts MOA

6. This MOA shall not be cited as support or evidence of any claim, grievance, or demand relying in whole or in part on any allegation of co-employment, alter ego, joint employment, single employer, or a single bargaining unit.
7. Prior to executing this MOA, the Company and Union have satisfied any and all of their legal and contractual obligations to bargain over the Programs and the terms of this MOA if any such obligation exists.
8. This MOA will remain in force and effect until cancelled by either the Company or upon mutual agreement of the Parties.

AGREED:

FOR THE UNION

Bill Hoyt 10/8/15
[Name and Title] Date

FOR THE COMPANY

Michael [unclear] 10/8/2015
[Name and Title] Date