

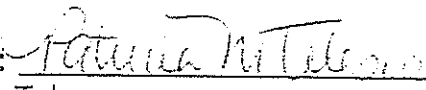
MEMORANDUM OF AGREEMENT  
CWA INTERNAL APPEAL PROCESS

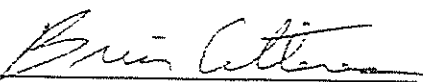
This Memorandum of Agreement between Communications Workers of America (the Union) and AT&T Mobility **Services** LLC and **AT&T Customer Services, Inc.** (collectively the Company) is effective upon ratification of the **2017** Labor Agreement between the parties and shall be effective for the life of such agreement.

1. Whenever the Union, during the term of this trial, notifies the Company in writing of its election to arbitrate a grievance pursuant to Article 9, Arbitration, of the applicable Labor Agreement, and in the same writing also notifies the Company: (1) that the election to arbitrate is involved in the Union's internal appeal process, and (2) that the notice of election to arbitrate is therefore being given solely to preserve the Union's right to arbitrate in the event that the appeal is upheld, the parties agree that the running of the 60 day time limit provided for in Section 2. of said Article 9 shall be frozen as of the date the Company receives said notice.
2. With respect to any grievance as to which notice is given to the Company in accordance with the terms of Paragraph 1., above, the Union shall notify the Company promptly in writing of the outcome of its internal appeal process, and at the same time:
  - a. If the appeal is upheld, the Union shall also notify the Company of its intent to proceed to arbitration, and the running of the 60 day time limit provided for in Section 2. of Article 9, Arbitration, of the applicable Labor Agreement, shall resume as of the date upon which the Company receives this notice.
  - b. If the appeal is denied, the Union shall also notify the Company of withdrawal of its previous notice of election to arbitrate the subject grievance.

COMMUNICATIONS WORKERS OF AMERICA

AT&T MOBILITY LLC  
AT&T CUSTOMER SERVICES, INC.

By:   
Pat Telesco  
CWA Area Director, District 1  
Communications Workers of America

By:   
Brian Cattaneo  
Lead Labor Relations Manager  
AT&T

MEMORANDUM OF AGREEMENT  
FOR  
PAYROLL DEDUCTION OF CWA-COPE

This is an agreement between AT&T Mobility **Services** LLC and **AT&T Customer Services, Inc. (collectively, the "Company")** and Communications Workers of America, ("Union") by which the Company agrees, effective upon ratification of the **2017** Labor Agreement between the parties and for the life of the **2017** Labor Agreement, to provide a procedure whereby eligible employees of the Company may make voluntary contributions through payroll deduction to CWA-COPE, a separately segregated Political Action Committee (PAC) sponsored by the Union. 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 payroll office 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' paydrafts 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 payroll office of written notice to cancel contributions to CWA-COPE signed by the employee.
5. The Union shall reimburse the Company for all costs and expenses incurred in implementing and maintaining this payroll deduction program which shall include, but not be limited to, the initial costs of establishing same, the processing of authorization of deductions and remittances, and preparation of any reports to the Union or filed with governmental or regulatory bodies, and

any increase in such costs and expenses. Upon determination of its initial costs to establish and implement the program, the Company will render a bill to the Union for the total amount which shall be due and payable within ninety (90) days thereafter. The Company will bill the Union monthly for the costs of maintaining the program including the processing of authorization cards, handling the periodic deductions and remittances, fulfilling any reporting requirements, and any other costs incurred. Payment of monthly bills will be due thirty (30) days after rendition by the Company.

6. 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.
7. 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

AT&T MOBILITY SERVICES LLC  
AT&T CUSTOMER SERVICES, INC.

By: Patricia M. Telesco  
Patricia M. Telesco  
CWA Area Director District 1  
Communications Workers of America

By: Brian Cattaneo  
Brian Cattaneo  
Lead Labor Relations Manager  
AT&T



February 12, 2017

Ms. Patricia M. Telesco  
Area Director  
193 State Street  
2nd Floor  
North Haven, CT 06473

Dear Ms. Telesco:

1. Upon written request, an employee shall be permitted to examine and make copies of records containing personally identifiable employee information about themselves pursuant to and in accordance with the Company's then current policies and procedures relating to that subject.
2. The Company shall provide an employee with each written notice of disciplinary action within a reasonable period.

Sincerely,

A handwritten signature in cursive script, appearing to read "Brian Cattaneo".

Brian Cattaneo  
Lead Labor Relations Manager  
AT&T



February 12, 2017

Ms. Patricia M. Telesco  
Area Director  
193 State Street  
2nd Floor  
North Haven, CT 06473

Dear Ms. Telesco:

Subject to ratification of the **2017** Labor Agreement the Company agrees to make the Director-Labor Relations available to work with a designated representative of the Union for the purpose of developing a joint presentation for employee orientation meetings, as outlined in Section 1., of Article 17, Company-Union Relationship. It is further the Company's intent to allow the Union representative to remain at the Company facility at the conclusion of the orientation meeting to meet privately with any Bargaining Unit employees who elect to remain for additional information and/or questions.

Sincerely,

A handwritten signature in black ink that reads "Brian Cattaneo".

Brian Cattaneo  
Lead Labor Relations Manager  
AT&T



February 12, 2017

Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473

Dear Ms. Telesco:

Subject to ratification of the **2017** Labor Agreement between the Communications Workers of America and AT&T Mobility **Services** LLC and **AT&T Customer Services, Inc.**, the Company agrees that prior to assigning an employee to a formal training course; it will consider the employee's seniority as well as the employee's performance, capabilities, and other such relevant factors.

Sincerely,

A handwritten signature in black ink that reads "Brian Cattaneo".

Brian Cattaneo  
Lead Labor Relations Manager  
AT&T



February 12, 2017

Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473

Dear Ms. Telesco:

Subject to ratification of the **2017** Labor Agreement between AT&T Mobility **Services** LLC, **AT&T Customer Services, Inc.**, and the Communications Workers of America it is the Company's intent in the administration of Section 2. of Article 19, Basis of Compensation, of the **2017** Labor Agreement, to limit changes in annual sales commission plans to those required for competitive or business reasons as determined by the Company. While the highly competitive and dynamic nature of the Company's business does not allow the Company to commit to a limitation in sales commission changes, it is the Company's intent that any changes to sales commissions will be made in a manner that fairly recognizes both the contribution of the employees and the desire of the Company to outperform its competitors. In this regard, it is further the Company's intent to provide, whenever practicable, at least one (1) week's advance notice to the CWA prior to its notice to employees related to any such changes.

The Company agrees to establish a joint committee to meet twice a year, or more/less frequently if needed and mutually agreed to by the committee chairs, to discuss suggestions regarding additional compensation plans, commissions, bonuses, incentive programs and performance management programs associated with retail sales (currently RSSM). This committee will consist of no more than four representatives each. The union committee will consist of 3 employees and 1 representative from the CWA International. The meeting place and time will be mutually agreeable by the committee chairs. Meeting expenses will be paid by the company. Normal meeting time should consist of one-day sessions not requiring an overnight stay. Participants will only be paid for a normal shift.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Cattaneo".

Brian Cattaneo  
Lead Labor Relations Manager  
AT&T



February 12, 2017

Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473

Dear Ms. Telesco:

Subject to ratification of the **2017** Labor Agreement between AT&T Mobility **Services** LLC, **AT&T Customer Services, Inc.**, and the Communications Workers of America it is the Company's intent in administering the provisions of Article 2, Recognition and Establishment of the Unit, Section 2, related to the subcontracting of work, to consider the interest of customers and employees as well as the needs of the Company in its highly competitive and dynamic business. For various reasons including, but not limited to, law, regulations, changing industry structure, economic and competitive conditions, and business considerations, it is not possible for the Company to make specific commitments on contracting out of work. However, it is the Company's general policy that traditional wireless work will not be contracted out if it will currently and directly cause layoffs or part-timing of regular employees in the bargaining unit. It is the general policy of the Company:

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

Sincerely,

A handwritten signature in black ink that reads "Brian Cattaneo".

Brian Cattaneo  
Lead Labor Relations Manager  
AT&T





February 12, 2017

Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473

Dear Ms. Telesco:

Subject to ratification of the **2017** Labor Agreement between AT&T Mobility **Services LLC, AT&T Customer Services, Inc.**, and the Communications Workers of America it is the Company's intent to recognize that in certain work groups it may be beneficial to the employees and in the best interest of the business to establish a four day schedule as a normal tour. Accordingly, in a work group where management and the union agree, the number of hours which presently constitute a normal five day tour will be scheduled in equal amounts over four days.

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

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

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

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

These unscheduled days include Floating Holidays, Excused Work Days, or Vacation days.

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

Sincerely,



Brian Cattaneo  
Lead Labor Relations Manager  
AT&T



February 12, 2017

Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473

Dear Ms. Telesco:

Subject to ratification of the **2017** Labor Agreement between AT&T Mobility **Services** LLC, **AT&T Customer Services, Inc.**, and the Communications Workers of America as soon as reasonable, following ratification of this agreement, a CWA International Representative and a Labor Relations representative will meet and agree upon ten (10) neutral evaluators (“evaluators”) to create a special panel for purposes of this process. The parties will schedule neutral evaluation days with each evaluator, where the evaluator will hear no more than four (4) dismissal and/or suspension cases per day. Each case will be limited to ninety (90) minutes as set forth below. The cases will be evenly distributed among the evaluators as practicality permits. The parties agree to equally share the compensation and expenses of the neutral evaluations.

Proceedings before the evaluator shall be informal in nature. The presentation of evidence and the issues heard will be limited to that which has already been presented or asserted during the grievance procedure. Formal rules of evidence will not apply. The parties will be represented by Labor Relations Managers and Union Representatives and no official record of the neutral evaluation will be kept.

Each party may have no more than two (2) individuals attend the neutral evaluation proceeding. Each party will be limited to a half hour presentation. The evaluator will be provided one half hour to question both parties in the presence of one another, and to render his or her advisory opinion. This advisory opinion will resolve any procedural or arbitrary issues and/or determine whether the Company acted with or without just cause, and where the disciplinary action lacked just cause, what if any, remedy should be imposed.

Within two (2) working days following the evaluator’s advisory opinion, a party must notify the other party in writing if the party rejects the evaluator’s advisory opinion; otherwise it will be treated as accepted by the party. In instances where the parties accept the evaluator’s advisory opinion of no just cause, the Company agrees to implement the remedy within ten (10) working days. In instances where the parties accept the evaluator’s advisory opinion of just cause, the Union agrees to withdraw the grievance in writing within ten (10) working days.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Cattaneo".

Brian Cattaneo  
Lead Labor Relations Manager  
AT&T



February 12, 2017

Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473

Dear Ms. Telesco:

Subject to ratification of the **2017** Labor Agreement between AT&T Mobility **Services LLC, AT&T Customer Services, Inc.** and the Communications Workers of America the Company and the Union acknowledge their mutual interest in minimizing the hardships placed on the employees around work and family issues. It is therefore agreed that no later than ninety (90) days after ratification of this Agreement, two (2) representatives from the Union and two (2) representatives from the Company will meet together to explore options that are mutually agreeable that could alleviate some of these hardships. Options explored could include, but are not limited to establishment of a Dependent Care Fund, Kids in the Workplace programs, and discounted rates at certified sites.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Cattaneo".

Brian Cattaneo  
Lead Labor Relations Manager  
AT&T



February 12, 2017

Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473

Dear Ms. Telesco:

Subject to ratification of the **2017** Labor Agreement between AT&T Mobility **Services** LLC, **AT&T Customer Services, Inc.**, and the Communications Workers of America the Company will encourage innovative scheduling in those organizations that determine such scheduling permits them to meet the needs of the business. Such scheduling shall be in accordance with those provisions of the **2017** Agreement between the Union and the Company governing scheduling. Both the Company and the Union will encourage the active involvement of Local Union Officers in "Innovative Scheduling" implementation efforts.

It is further understood that if such scheduling does not prove to be in the best interest of the business, it will be discontinued effective with one (1) week's notice to the employees involved.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Cattaneo".

Brian Cattaneo  
Lead Labor Relations Manager  
AT&T



February 12, 2017

Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473

Dear Ms. Telesco:

Subject to ratification of the **2017** Labor Agreement, the Company will continue the existing Motor Vehicle Usage Policy.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Cattaneo".

Brian Cattaneo  
Lead Labor Relations Manager  
AT&T



February 12, 2017

Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473

Dear Ms. Telesco:

Subject to ratification of the **2017** Labor Agreement between AT&T Mobility **Services** LLC, **AT&T Customer Services, Inc.**, and the Communication Workers of America, monthly sales quotas for Retail Sales Consultants will be adjusted in eight hour increments (8 aggregate hours in a calendar month) for Vacation, EWP, Company mandated training, and Union absence time. Monthly sales quotas for discipline purposes will be adjusted in 8 hour increments (8 aggregate hours in a calendar month) for Vacation Company mandated training, and Union absence time.

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

- *If the monthly new quota is 40 units and the month has four weeks in it, each 8-hr day is equal to 2 units. If an employee takes a total of 8 hours off for vacation or mandated training, they will be given credit for 2 sales in the system. If their net sales (after chargebacks are applied) for the remaining days of the month are 38, they would be at 100% of their assigned goal ( $38+2=40$ .  $40/40=100\%$ ).*
- *In the same example above, if the employees' net sales were 40 units then they would be at 105% to goal ( $40+2=42$ .  $42/40=105\%$ ).*
- *In the example above, if the employee had 46 net sales in the remaining days of the month, they would be at 120% to assigned goal ( $46+2=48$ .  $48/40=120\%$ ).*

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

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

Sincerely,

Brian Cattaneo  
Lead Labor Relations Manager  
AT&T



February 12, 2017

Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473

Dear Ms. Telesco:

Subject to ratification of the **2017** Labor Agreement between AT&T Mobility **Services LLC, AT&T Customer Services, Inc.**, and the Communications Workers of America, the Company and the Union acknowledge that there is a responsibility to provide high quality service to customers and the need to be in a position to effectively compete in today's increasingly competitive wireless industry. Call Quality Observation and Sales Floor Observation are tools to evaluate the effectiveness of employees to reach and maintain quality service, and to continually develop employees' skills to provide high quality service, as well as to expand personal growth. The approach for monitoring will continue to be based on a premise that fosters a work environment that builds on mutual trust and respect which enhances job satisfaction.

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

**The following language applies to employees in call centers:**

- A maximum of eight (8) randomly selected customer call per representative per month may be observed. Management shall select the first call to be observed and will alternate selection with the employee for all calls thereafter. Calls selected by the employee must have a minimum duration of three (3) minutes or more. Management will determine the method of evaluation.
- Additional customer calls selected for coaching purposes will not be used toward discipline except in the event of misconduct.

**The following language applies to employees in Retail locations:**

- A maximum of six (6), full or partial, customer interactions may be observed per month. Management will determine the method of evaluation and what is observed.



- **An interaction is defined as one made by a member of management on the retail floor.**

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

Sincerely,



Brian Cattaneo  
Lead Labor Relations Manager  
AT&T



February 12, 2017

Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473

Dear Ms. Telesco:

The Company will provide prescription safety glasses to the Wireless Technicians and Technical – MSC/RNOCs (collectively "Technicians") and **Supply Chain employees** who are required by the Company's Environmental Health & Safety policies to wear safety glasses because of the work duties they perform and whose eyesight requires that they use prescription eyewear as follows:

- Technicians **and Supply Chain employees** whose duties only require them to wear safety glasses indoors will be provided one (1) pair of clear lens prescription safety glasses; or
- Technicians **and Supply Chain employees** whose duties require them to wear safety glasses outdoors will be provided one (1) pair of clear lens and one (1) pair of dark lens or one (1) pair of photocromatic (photogrey) lens prescription safety glasses.

The prescription safety glasses will be provided from a pre-established list as determined by the Company. The Company will determine the process under which the prescription safety glasses will be provided.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Cattaneo".

Brian Cattaneo  
Lead Labor Relations Manager  
AT&T



February 12, 2017

Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473

Dear Ms. Telesco:

The Company will provide the Wireless Technicians who are required by the Company's Environmental Health & Safety (EH&S) policies to wear climbing boots because of the work duties they perform **and Supply Chain employees who are required by the Company's EH&S policies to wear safety footwear because of the work duties they perform** not more than one (1) pair of climbing boots **or safety footwear** per calendar year from a pre-established list as determined by the Company. The Company will determine the process under which the climbing boots **or safety footwear** will be provided.

Sincerely,

A handwritten signature in cursive script, appearing to read "Brian Cattaneo".

Brian Cattaneo  
Lead Labor Relations Manager  
AT&T



February 12, 2017

Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473

Dear Ms. Telesco:

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

Subject to the ratification of the **2017** Labor Agreement between AT&T Mobility **Services LLC, AT&T Customer Services, Inc.**, and the Communications Workers of America, a renewed emphasis will be placed on the Working Relations Committee Meetings. The intent of these meetings is to allow broad concerns of mutual interest to be discussed and resolved at a local level. Also, during negotiations for the **2017** Labor Agreement, the Union and the Company discussed the Company's continued use of contractors. As a result of those discussions, the Company and the Union agreed that a good forum for such conversations is the current Strategic Alliance Committee.

Furthermore, in the spirit of the Company-Union partnership and in an effort to further strengthen frequent and open communication, AT&T Mobility and all Districts of the Communications Workers of America (CWA) included in the **2017** Labor Agreement, agree to continue the Strategic Alliance Committee for the duration of the **2017** contract.

The Strategic Alliance Committee will have three primary objectives:

1. To strengthen the company's competitive position in the marketplace;
2. Provide a forum for Company and Union leadership to discuss various issues with leaders of the business, such as improving employee attendance, growth opportunities for employees, the Company's continued use of contractors, the Company-Union relationship, improving the customer experience, etc.; and,
3. To discuss and trial creative and innovative labor relations approaches to complex challenges in this competitive market.

The Strategic Alliance Committee structure will be as follows:

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

Nothing in this Letter of Agreement shall release or change the duties and rights of either party as provided in their 2013 Labor Agreement or change or increase the parties' existing duties to provide relevant, requested information to each other.

Sincerely,



Brian Cattaneo  
Lead Labor Relations Manager  
AT&T



February 12, 2017

Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473

Dear Ms. Telesco:

The Company agrees during the period of this Letter of Agreement:

- Upon 100% achievement of performance targets, full time Retail Sales Consultants ("RSC's") will be targeted to earn a minimum pre-chargeback "at-risk" commission of **\$10,250** per year.
- All components of the Compensation Plan are determined and remain at the sole discretion of the Company including but not limited to compensation components (e.g. what activities and measures are subject to compensation, volumes required, establishment of performance targets and target minimums), qualifiers (e.g. minimum standards that must be met in order to be eligible for commissions, division of dollars associated with each compensated element, seasonally impact on target setting, and new hire expectations).
- The Company reserves in its sole discretion the right to trial, test, and introduce new compensation practices, elements, components, programs, and plans subject to the minimum pre-chargeback "at-risk" commission set forth above. RSC's on new hire guarantee are exempt. This letter does not replace, relieve, or diminish any right to impose or set quota requirement(s) as the Company deems appropriate.

Sincerely,

A handwritten signature in cursive script that reads "Brian Cattaneo".

Brian Cattaneo  
Lead Labor Relations Manager  
AT&T



February 12, 2017

Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473

Dear Ms. Telesco:

In the event the Company determines that a temporary workforce imbalance exists for Wireless Technicians in a specified area, the Company will notify the Union Local(s) in that area. For purposes of satisfying the temporary workforce imbalance, the Company will first seek volunteers from the affected Wireless Technicians, as determined by management, in seniority order. If an insufficient number of employees volunteer, then the Company will assign by inverse seniority. The Company shall determine the location(s)/orbit(s) from which the reassignment will occur. If the temporary workforce imbalance continues for six (6) months, the imbalance will be remedied by making a permanent rearrangement of the workforce as described below.

In the event the Company determines a permanent rearrangement of the Wireless Technician workforce becomes necessary due to a workforce imbalance, the Company will advise the CWA Local(s) representing affected employees prior to notification of the employees. The Company will endeavor to notify affected employees thirty (30) days prior to the effective date of their reassignment. The Company shall determine the location(s)/orbit(s) from which the reassignment will occur.

In making this determination the Company will first seek volunteers from the affected Wireless Technicians, as determined by management, in seniority order. If an insufficient number of employees volunteer, then the Company will assign by inverse seniority. The Company will notify the Union with the results of the canvas before completing a permanent rearrangement.

If an employee is reassigned, voluntarily or involuntarily, through this process and an assignment becomes available within one (1) year in the orbit(s) from which the technician was previously assigned, the employee shall have the opportunity to retreat to the previously assigned location/orbit. An employee rejecting an initial opportunity to retreat will forfeit all return rights under this section.

Sincerely,

A handwritten signature in cursive script, appearing to read "Brian Cattaneo".

Brian Cattaneo  
Lead Labor Relations Manager  
AT&T

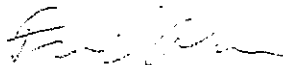
Bill Bates  
National Telecomm Director  
Communications Workers of America

The Company plans to pilot a new Retail Scheduling Tool. The COR Retail Scheduling Tool is designed to unite all regions under a complete set of guiding scheduling principles and implement a comprehensive set of business rules for schedule creation and maintenance. We expect testing and reviewing of the proposed configuration in 1Q09. This test will ensure the configuration elements are providing realistic and usable schedules for employees. Ten locations in the Orange contract have been selected representing a sample of the full spectrum of COR locations based on traffic and headcount. Those locations will be clustered in the regions shown below:

LOCATION ID	LOCATION NAME	REGION
CA0382	Santa Clara	West
CA0009	Saratoga	West
CA0316	Folsom	West
CA0303	Creekside	West
MN0008	Riverdale Commons	North Central
MN0014	Southdale Center	North Central
MN0027	Burnsville	North Central
NJ0068	Garden State Plaza	North East
NJ0086	Linwood Plaza	North East
NJ0092	Paramus Route 4 West	North East

User acceptance testing will commence live on 3/02/09 and is expected to run for a period of two months. Upon completion of the trial, the Company will evaluate the trial and determine next steps.

Sincerely,



Franklin Garon Jr.  
Lead Labor Relations Manager  
AT&T Services, Inc.





February 12, 2017

Ms. Patricia M. Telesco  
Area Director  
193 State Street  
2nd Floor  
North Haven, CT 06473

**Re: Terms of Transfer Applicable to Employees Transferring between the Attached AT&T Participating Companies and AT&T Mobility Services LLC and AT&T Customer Services, Inc. into and out of the Mobility Bargaining Unit Represented by the Communication Workers of America Districts 1, 2-13, 4, 7, and 9.**

Dear Ms. Telesco:

This letter sets forth the terms of the agreement between AT&T Mobility Services LLC and AT&T Customer Services, Inc. ("AT&T Mobility") and Communications Workers of America ("CWA") regarding the terms of transfer applicable to CWA-represented employees transferring between the attached list of "AT&T Participating Companies"<sup>1</sup> (Attachment A) and AT&T Mobility into and out of the bargaining unit represented by the CWA Districts 1, 2-13, 4, 7, and 9 ("Agreement"). As each of the collective bargaining agreements for the West, Midwest, East, Legacy T, Southeast (including the BellSouth Telecommunications Contract, the Utility Operations Contract, the AT&T Billing Southeast Contract, the National Directory and Customer Assistance Contract and the BellSouth Internet Services Contract), Southwest and National Internet Contract (collectively the "Covered CBAs") with the CWA are ratified, the represented employees covered by each of the Covered CBAs employed by the AT&T Participating Companies set forth in Attachment A will be allowed to voluntarily transfer into vacancies at AT&T Mobility within the bargaining unit currently represented by CWA Districts 1, 2-13, 4, 7, and 9 (the "Mobility Unit"), under the terms and conditions set forth in this Agreement. For purposes of this Agreement, these employees are referred to as "Transferees". The terms of the National Transfer Plans ("NTP") as ratified in each of the Covered CBAs will apply<sup>2</sup> to the transfer process for Transferees moving between each of the AT&T Participating Companies and the Mobility Unit except as set forth below:

**1. Amendment for Transferees Coming into the Mobility Unit**

In lieu of Paragraph 2 of the Intersubsidiary Movement ("IMF") Section and Paragraphs 2 and 3 of the CWA Surplus Exchange ("CSE") Section of each NTP, Transferees interested in being considered for

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<sup>1</sup> The term "Participating Companies" refers to wholly-owned subsidiaries of AT&T, Inc. as long as they remain wholly-owned subsidiaries.

<sup>2</sup> Any changes, modifications, or amendments to any NTP after the date of this letter that affect any terms and conditions concerning how AT&T Mobility receives Transferees will not become effective until such changes are agreed to in a new written agreement executed by the appropriate bargaining representatives of the Parties.

vacancies in the Mobility Unit will be considered after first consideration is afforded to qualified employees laid off from the AT&T Mobility bargaining unit and then internal AT&T Mobility bargained personnel in accordance with the 2017 AT&T Mobility/CWA Districts 1, 2-13, 4, 7, and 9 Labor Agreement (“2017 Mobility Labor Agreement”). Transferees who are qualified for the particular vacancy will receive priority placement prior to off-street applicants who, in the judgment of the Company, are similarly qualified. Otherwise, the terms of the 2017 Mobility Labor Agreement will control. The applicant whom the Company deems most qualified will be selected. If an AT&T Mobility bargained employee and a Transferee both have qualifications that, in the judgment of the Company, are relatively equal, the AT&T Mobility bargained employee will be selected for the vacancy. Unless otherwise stated in this Agreement, when a Transferee is selected for a position covered by the 2017 Mobility Labor Agreement, he/she will be transferred using the same processes that are currently applicable to AT&T Mobility bargained personnel who transfer between AT&T Mobility jobs.

In lieu of Paragraphs 5 and 7 of the IMF Section and Paragraphs 8 and 10 of the CSE Section of each NTP, Transferees transferred on or after the effective date of this Agreement will be treated as newly hired as of the date of such transfer with respect to all benefit plans, programs and/or policies at AT&T Mobility pursuant to the terms and conditions of the plans, programs and/or policies, including subsequent changes made to such plans, programs and/or policies applicable to Mobility Unit employees in effect on the Transferees’ transfer date, except as follows:

If a Transferee has satisfied the eligibility conditions for post-employment medical benefits under his/her applicable Covered CBA at the time of transfer to AT&T Mobility and transfers into the Mobility Unit during the term of his/her applicable Covered CBA (“Eligible Transferee”), when the Eligible Transferee terminates employment from AT&T Mobility, he/she would then be eligible to receive medical and voluntary benefits to the same extent as active employees of AT&T Mobility eligible for such benefits following the Eligible Transferee’s termination through the term of the existing plan of benefits provided under the Mobility National Bargained Benefit Plan (“NBBP”). Once the applicable plan of benefits under the NBBP expires, such Eligible Transferee’s post-employment benefits and eligibility would be subject to the same terms provided to Current Retirees<sup>3</sup> participating in the plan applicable to the bargaining unit from which he/she transferred. Such benefits and eligibility for Current Retirees and all such Eligible Transferees may change from time to time as determined at the discretion of the Companies.<sup>4</sup>

## 2. Clarification for Transferees Coming into the Mobility Unit

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<sup>3</sup> For purposes of this Agreement, “Current Retiree” means a former employee of an AT&T Participating Company who terminated employment with eligibility for post-employment benefits prior to the effective date of the collective bargaining agreement in effect for employees of the AT&T Participating Company as of the date of the Eligible Transferee’s termination from AT&T Mobility.

<sup>4</sup> The Union acknowledges and expressly agrees that this Agreement does not create any obligation for AT&T Mobility or any of the other AT&T Participating Companies to negotiate over benefits for any Current Retirees.

Paragraph 3 of the IMF Section and Paragraph 4 of the CSE Section of the NTP govern how equally qualified Transferees competing against each other for the same vacancy within the Mobility Unit will be selected. If, however, an AT&T Mobility bargained employee and a Transferee both have qualifications that, in the judgment of the Company, are relatively equal, the AT&T Mobility bargained employee will be selected for the vacancy.

As a result of Paragraph 6 of the IMF Section and Paragraph 9 of the CSE Section of the NTP, a Transferee's Net Credited Service from the departing company will also be recognized within the Mobility Unit under the following contractual provisions in the 2017 Mobility Labor Agreement:

Article 3, Definitions of Employees

Article 7, Grievance Procedure

Article 9, Arbitration

Article 11, Seniority

Article 12, Hours of Work

Article 13, Work Assignments

Article 14, Force Adjustment

Article 21, Absences

Article 22, Vacations

Article 23, Holidays

Article 24, Excused Days With Pay

Under the Order of Consideration provision, Transferees will have the order of consideration set forth in the National Transfer Plans, but if an AT&T Mobility bargained employee and a Transferee both have qualifications that, in the judgment of the Company, are relatively equal, the AT&T Mobility bargained employee will be selected for the vacancy. This Agreement does not modify or diminish the current 2017 Mobility Labor Agreement language regarding Article 13 – Work Assignments.

### **3. Clarification for AT&T Mobility Bargained Employees Leaving the Mobility Unit**

Paragraphs 5 and 6 of the CSE Section of the NTP set forth specific circumstances in which a CWA represented regular employee covered by a CWA Labor Agreement may receive a Relocation Allowance per the applicable terms and conditions of the collective bargaining agreement at his/her former Company. The 2017 Mobility Labor Agreement which affords management discretion to afford such allowances will govern AT&T Mobility Bargained Employees who leave the Mobility Unit.

#### 4. Additional Agreement Terms

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 as a result of this Agreement. Further, the Union will not, on the basis of this Agreement or change in operations, practices or benefits administration, eligibility or entitlement made by AT&T Mobility and/or the 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 Agreement, unless and until such time as this commitment is terminated by the mutual written Agreement of the parties.

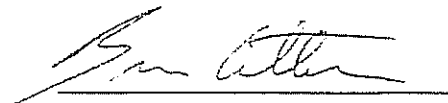
Notwithstanding any other provision to the contrary, this Agreement and any actions under it are not subject to arbitration.

This Agreement will become effective for each group of represented employees upon ratification of the affected employees' Covered CBA, upon being administratively feasible to implement for that group, and upon the signature of the appropriate CWA Representative authorized for the Mobility CBA. If one of the Covered CBAs fails to ratify, this Agreement will not become effective for the employees under that Covered CBA. Once effective for the Covered CBAs that ratify, this Agreement will remain in effect up to and including February 12, 2021.

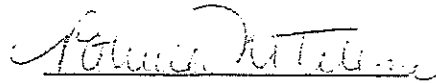
The CWA represents and acknowledges that it is authorized under its International Constitution to execute this Agreement without a ratification vote of the Mobility Unit.

Sincerely,

Agreed and Accepted by:



Brian Cattaneo  
Lead Labor Relation Manager  
AT&T



Patricia Telesco  
Area Director, CWA District 1  
Communications Workers of America

Attachment A to the Terms of Transfer Applicable to Employees Transferring between the Attached AT&T Participating Companies and AT&T Mobility Services LLC and AT&T Customer Services, Inc. into and out of the Mobility Bargaining Unit Represented by the Communication Workers of America Districts 1, 2-13, 4, 7, and 9

Ameritech Services, Inc.  
AT&T Billing Southeast, LLC  
AT&T Corp.  
AT&T Customer Services, Inc.  
AT&T Mobility Puerto Rico Inc.  
AT&T Mobility Services LLC  
AT&T Services, Inc.  
AT&T of the Virgin Islands, 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  
Wisconsin Bell Inc.