

**MEMORANDUM OF AGREEMENT  
REGARDING EMPLOYMENT CLASSIFICATIONS BASED UPON  
ENTRY INTO APPENDIX F**

The Communications Workers of America, District 4 (“CWA” or “the Union”) and AT&T Teleholdings, Inc. d/b/a AT&T Midwest, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated, The Ohio Bell Telephone Company, Wisconsin Bell, Inc. and Michigan Bell Telephone Company (collectively “the Company”) hereby agree to the following terms with respect to the employment classifications of employees upon commencement of positions within Appendix F to the 2004 Collective Bargaining Agreement between the CWA and the Company (the “Core Agreement”) which shall depend, for the term of this Memorandum of Agreement (“Memorandum”), upon the circumstances under which such employees enter into Appendix F, as described herein:

1. Surplus employees from the Core Agreement who accept job offers as a result of surplus procedures contained in the Core Agreement, as applied in accordance with the Memorandum of Agreement Regarding Force Movement of Employees and Employee Benefit Treatment (“Movement Memo”), shall be placed into positions in Appendix F as Regular Employees. The Memorandum of Agreement Employment Security Commitment (A20) and the Memorandum of Agreement In Lieu of Employment Security Commitment (A21) shall apply to all such employees to whom they applied while employees of the Core Agreement while they remain in the position in Appendix F in which they are placed.

2. Employees identified for layoff from the 2005 Collective Bargaining Agreement between the CWA and SBC Global Services, Inc. (the “Global Services Agreement”) who are placed into positions in Appendix F as a result of transfer procedures contained in the Global Services Agreement as applied in accordance with the Movement Memo shall be placed in positions classified as Regular Employees.

3. Individuals who are newly hired into an Appendix F job title, individuals who voluntarily transfer to positions in Appendix F from the Core Agreement, and persons who enter an Appendix F job title under circumstances other than those described above shall be hired or placed into classifications other than that of Regular Employee. The Company may, at its sole discretion, choose to either work complete or convert to Regular Employee status any employees hired or placed as Regular Limited Term employees who complete thirty-six (36) months of service. Such employees shall not be eligible for any of the above protections, but shall receive benefits in accordance with the Movement Memo, even after any conversion to Regular Employee status.

This Memorandum of Agreement shall remain in effect through the life of the Core Agreement.

**AGREED:**

**FOR THE UNION:**

**FOR THE COMPANY:**

\_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**MEMORANDUM OF AGREEMENT  
REGARDING  
ECONOMIC PROTECTION FOLLOWING PLACEMENT INTO APPENDIX F  
OF SURPLUS CORE EMPLOYEES AND GLOBAL SERVICES EMPLOYEES  
IDENTIFIED FOR LAYOFF**

The Communications Workers of America, District 4 (“CWA” or “the Union”) and AT&T Teleholdings, Inc. d/b/a AT&T Midwest, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated, The Ohio Bell Telephone Company, Wisconsin Bell, Inc. and Michigan Bell Telephone Company (collectively “the Company”) hereby agree to the following terms with respect to the continued application of specified terms of the 2004 Collective Bargaining Agreement between the CWA and the Company (the “Core Agreement”), and between the CWA and SBC Global Services, Inc. (the “Global Services Agreement”) (collectively referred to as “Labor Agreements”) when surplus employees under the Core Agreement and/or employees identified for layoff under the Global Services Agreement are involuntarily moved into job titles covered by Appendix F:

**I. ECONOMIC PROTECTIONS FOR SURPLUS EMPLOYEES FROM THE CORE AGREEMENT**

When surplus employees from the Core Agreement are placed into positions in Appendix F as a result of surplus procedures contained in the Core Agreement as applied in accordance with the Memorandum of Agreement Regarding Force Movement of Employees and Employee Benefit Treatment, the following provisions of the Core Agreement shall continue to apply to such employees in lieu of any otherwise applicable provisions of Appendix F while they remain in the position in which they are placed:

- A. Overtime and premium pay pursuant to sections 17.08 through 17.14;
- B. Personal illness treatment pursuant to section 18.03;
- C. Shift and differential treatment pursuant to sections 19.01 through 19.06;
- D. Recognized holidays pursuant to sections 21.01 through 21.13;
- E. Excused work days pursuant to sections 22.01 through 22.06; and
- F. Vacation pursuant to sections 23.01 through 23.15.

**II. ECONOMIC PROTECTIONS FOR EMPLOYEES SELECTED TO BE LAID OFF FROM THE GLOBAL SERVICES AGREEMENT**

When employees from the Global Services Agreement are placed into positions in Appendix F as a result of transfer procedures contained in the Global Services Agreement as applied in accordance with the Memorandum of Agreement Regarding Force

Movement of Employees and Employee Benefit Treatment, the following provisions of the Global Services Agreement shall apply to such employees in lieu of otherwise applicable provisions of Appendix F while they remain in the position in which they are placed:

- A. Shift Differential pursuant to Article 20, Section 2
- B. Overtime pursuant to Article 21;
- C. Recognized Holidays pursuant to Article 27;
- D. Vacations pursuant to Article 28, Sections 1-7;
- E. Excused work days pursuant to Article 29, Sections 1-3; and
- F. Absences pursuant to Article 30, Section 1.

This Memorandum of Agreement shall remain in effect through the life of the Core Agreement.

**AGREED:**

**FOR THE UNION:**

**FOR THE COMPANY:**

\_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

**Section 1 – Agreement**

**1.01** This Memorandum of Agreement (hereinafter called “Memorandum” or “MOA”) is made and entered into as of \_\_\_\_\_, 2006 by and between AT&T Teleholdings, Inc. d/b/a AT&T Midwest, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated, The Ohio Bell Telephone Company, Wisconsin Bell, Inc. and Michigan Bell Telephone Company (hereinafter referred to collectively in this MOA as the “Company”), and the COMMUNICATIONS WORKERS OF AMERICA, affiliated with the American Federation of Labor, Congress of Industrial Organizations (hereinafter referred to in this MOA as the “Union”). The Company and the Union (hereinafter referred to collectively in this MOA as the “Parties”) agree as follows:

**1.02** Applicable job titles:

Premises Technician

**1.03** This Memorandum contains the entire agreement between the Company and the Union with respect to all positions referenced in Section 1.02 herein, except that Articles 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 20, 28, 29 and Memorandum of Agreement D21 of the 2004 Core Collective Bargaining Agreement between the Company and the Union (the “Contract”), and only those provisions, will also apply to positions covered by this Memorandum.

**1.04** Where conflicts may exist or arise between provisions of this Memorandum and those of the above-referenced provisions of the Contract, the provisions of this Memorandum will prevail.

**1.05** The following attachment shall apply to job titles covered by this Appendix:

Attachment I – Memorandum of Agreement Force Movement of Employees  
and Employee Benefit Treatment

**Section 2– Classification of Employees**

**2.01 Regular Employee**

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

**2.02 Regular Limited Term Employee**

One hired for a specific project or a limited period with the definite understanding that their employment will terminate or be converted to Regular Employee status upon the completion of the project or at the end of the period, and whose employment is expected to continue for more than one (1) year but, unless mutually agreed to by the Company

and the Union, not longer than thirty-six (36) months as a Regular Limited Term employee. Regular Limited Term employees shall be excluded from the provisions in Section 7 of this Memorandum. If a Regular Limited Term employee covered by Appendix F attains 36 months of service, the employee shall either be work completed or converted to a Regular Employee at the Company's discretion. If the employee is converted to Regular Employee, the employee will continue to be covered by the terms, conditions and benefits provided by Appendix F.

**2.03 Temporary Employee**

One hired for a specific project or a limited period with the definite understanding that their employment will terminate upon the completion of the project or at the end of the period, and whose employment is expected to continue for not more than twelve (12) months. Temporary employees shall be excluded from the provisions in Section 7 of this Memorandum.

**2.04** For the purposes of this Memorandum, all employees hired after the effective date of this Memorandum, unless otherwise specified by management, will be probationary. Employees will remain probationary for twelve (12) months.

**Section 3– Seniority**

**3.01** Seniority as used in this Memorandum shall mean Net Credited Service (NCS) with the Company as determined by the Pension Plan Administrator.

**3.02** Where two or more employees have the same net credited service, the employee with the lowest last four digits of social security number shall be considered to be the most senior. In case there should be two or more employees with the same last four digits of the social security number, the lowest middle two digits will determine seniority. Should two or more employees have identical numbers to this point, the employee with the lowest nine digit social security number shall be considered as having the greater seniority.

**Section 4 – Time Off**

**4.01 Paid Holidays**

Seven (7) paid holidays shall be observed as follows:

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

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

**4.02 Working On A Holiday**

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

**4.03 Holidays During A Vacation Week**

When a holiday falls during a week in which an employee is on vacation, the day will be treated as a holiday, not as a day of vacation.

**4.04 Vacation Year**

The year in which vacation and Personal Days off may be taken shall be known as the “vacation year.” The vacation year is defined as a period of time beginning December 31<sup>st</sup> and ending on December 30<sup>th</sup> of the following year. Employees must be active on the payroll (not on a leave of absence or on disability) and must physically report to work for at least one (1) day in the vacation year to be eligible for vacation and Personal Days Off.

However, an employee may be granted vacation for which they are otherwise eligible in a vacation year without performing any work for the Company in that year provided they are not on a leave of absence or disability and such vacation is contiguous to and continues with their vacation for the preceding year; or such vacation begins during the first seven (7) days of the vacation year.

**4.05 Vacation Eligibility**

Employees shall be eligible for vacation, based on their Net Credited Service (NCS) with the Company, as follows:

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

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

**4.06 Carry-over Vacation**

All employees are encouraged to take all of their vacation time during the vacation year. However, a maximum of one (1) week of vacation may be carried over into the next vacation year. A vacation week that is carried over must be taken by April 30th.

The Company may at its discretion place employees on vacation and require them to take vacation at a specified time. The number of weeks management may place employees on vacation is limited to not more than one (1) week in a vacation year. Should the need to place employees on vacation occur, the Company will provide thirty (30) days notice to the affected employees.

**4.07 Vacation Selection**

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

**4.08 Personal Days Off**

Employees are allowed flexibility through the use of Personal Days Off to be off work with pay, subject to approval by management.

Each employee who has completed six (6) months of service will be eligible for seven (7) paid Personal Days Off each vacation year.

The Company may at its discretion place employees on Personal Days Off and require them to take Personal Days Off at a specified time. The number of Personal Days Off that management may place employees on, is limited to not more than two (2) in each vacation year. Should the need to place employees on a Personal Day Off occur, the Company will provide thirty (30) days notice to the affected employee.

**4.09 Selection Of Personal Days Off**

All Personal Days Off shall be selected based on seniority within a workgroup as determined by the Company. Employees may be permitted to take all of their Personal Days Off in two (2) hour increments, except for the two (2) days in the vacation year that the Company may assign. The Company shall determine periods available for selection and the number of employees allowed off on Personal Days Off.

**4.10 Civic Duty**

Employees must give their supervisor advance notice when they are requested to appear for jury duty. Time off to comply with a summons for obligatory jury duty will be paid subject to court verification. The Company will grant unpaid time off for other court

ordered processes. Employees are expected to notify their supervisors as soon as possible of the need for time off to comply with any court order.

**4.11 Death In An Employee's Immediate Family/Household**

Employees may elect up to three (3) paid days of excused time off due to a death in the employee's immediate family. Immediate family includes the employee's parents, stepparents, adoptive parents, children, stepchildren, adoptive children, brothers, stepbrothers, sisters, stepsisters, husband or wife (including Legally Recognized Partner), grandparents, grandchildren, mother-in-law or, father-in-law. If more time off is needed, an employee may request vacation time or unpaid time off, all of which is dependent on the needs of the business. In all cases, supervisory approval is required.

**4.12 Absence**

Employees having one (1) or more years of NCS shall be paid at the basic wage rate for absences, including illness on scheduled workdays, not to exceed five (5) paid days per calendar year. Employees must notify their supervisor before their scheduled start time that they will be absent from work.

**4.13 Excused Time Required By Law**

Employees will be granted other excused time off (paid or unpaid) as required by applicable State and/or Federal laws.

**Section 5 – Working Conditions**

**5.01 Work Apparel**

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

For the employees in Appendix F, participation in the AT&T Branded Apparel Program (BAP) is mandatory.

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

**5.02 Work Schedules**

The Company will determine and post the work schedules. Employee's scheduled work hours may start at any time of the day, on any day of the week and may be spread over any six (6) days of the week. Work schedules will be posted for a minimum period of one (1) week and are subject to change, with forty-eight (48) hours notice to the employee. However, work schedules will not be posted for employees who normally work the same hours Monday through Friday. If an employee is notified less than twelve (12) hours before the originally scheduled start time of a change in work hours, the affected employee will receive two (2) hours of pay at the straight time rate.

### **5.03 Four-Ten Work Schedules**

The Company will determine if, when and in which groups it would establish a four-ten work schedule. The Company can terminate an established four-ten work schedule at any time for any reason.

Overtime will be paid according to Section 5.06 below. Overtime is time worked in excess of forty (40) hours in a workweek.

A vacation week will always equal forty (40) hours of time off. The employee's scheduled vacation week will be changed to a five-day (5), Monday through Friday, eight (8) hour schedule. Vacation weeks taken a day-at-a-time should be converted to hours for administrative purposes. A vacation day will be ten (10) hours unless the remaining balance of vacation hours is less than ten (10) hours.

Personal days off specified in Section 4.08 of the Memorandum will be eight (8) hours.

An employee's work schedule during a holiday week shall normally be the same as though it were not a holiday week. If the holiday falls on a scheduled day, and the employee is scheduled off, the Company will pay eight (8) hours of holiday pay at straight time. If the employee wishes to be paid the remaining two (2) hours, the employee may use available vacation, personal days off or absence time. If the employee does not wish to be paid, the time will be unpaid excused.

Employee who work the holiday will be paid as follows:

- Eight (8) hours straight time for the holiday;
- Time and one-half for each hour worked up to eight (8) hours;
- Straight time for time worked in excess of eight (8) hours;
- Overtime rules apply for time worked in accordance with Section 5.06 below.

If a holiday falls during the employee's scheduled vacation week; and if the holiday falls on a scheduled vacation day, the employee will be entitled to an additional eight (8) hours of vacation time. If the holiday falls on a non-scheduled day, the employee will receive eight (8) hours of holiday pay at straight time.

Paid absence will be granted in accordance with Section 4.12 of this Memorandum. An employee who is eligible for absence payments will receive ten (10) hours of pay if the employee is sick on a scheduled ten (10) hour day, unless the remaining balance of paid absence time is less than ten (10) hours.

### **5.04 Split Work Days**

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

**5.05 Cancellation Of Hours**

- A. If an employee is notified less than one (1) hour before the originally scheduled start time that the scheduled hours are canceled, the affected employee will receive two (2) hours of pay at the straight time rate.
  
- B. If an employee reports to work and his/her hours are canceled for the remainder of the day, the employee will receive four (4) hours of pay at the straight time rate or pay for the actual hours worked, whichever is greater.

**5.06 Overtime**

Employees may be required to work overtime subject to the needs of the business. Overtime hours worked in excess of forty (40) in a calendar week will be paid at the rate of one and one-half (1½) times the basic hourly wage rate and in accordance with applicable Federal and/or State Laws.

**5.07 Shift Differentials**

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

An employee works one (1) full work week of evening or night assignments before his/her vacation or holiday and is scheduled to work one (1) full work week of evening or night assignments, following his/her vacation or holiday.

**5.08 Sunday Premium Payments**

Employees who work on a Sunday shall receive the rate of one and one-half (1 ½) times the employee's base wages, up to a maximum of eight (8) hours per day. Employees who are excused from work with pay during scheduled hours on Sunday shall be paid at straight time for the excused absence.

**5.09 Relief Differential**

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

**5.10 Working In A Different Title**

The assignment of a particular title to an employee does not mean that the employee shall perform only the kind of work coming under his/her title classification, or that certain kinds of work shall be performed exclusively by certain classifications of employees in Appendix F.

**5.11 Home Garaging**

The Company may, at its discretion, implement a mandatory Home Garaging Program. The Company may change the program at its discretion. Once implemented, the Company can cancel the program with thirty (30) days notice.

**5.12 Travel and Temporary Work Locations**

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

**5.13 Contracting Out**

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

**5.14 Overnight Trips**

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

- A. Transportation expenses as described in Section 6.09(D) above.
- B. Lodging, approved in advance by the Company
- C. Meals, not to exceed twenty-five dollars (\$25) per day, unless management approves a higher amount in advance.



Added to MOA on September 14, 2006

**NOTE THIS WAGE SCHEDULE REPLACES PAGE 12 OF THIS MOA**

**Section 6 – Compensation**

**6.01 Wage Schedules**

TIME INTERVAL BETWEEN STEPS – 6 MONTHS

| Step | Weekly Wage Rate |
|------|------------------|
| 1    | \$360.00         |
| 2    | \$383.00         |
| 3    | \$407.50         |
| 4    | \$434.00         |
| 5    | \$461.50         |
| 6    | \$491.50         |
| 7    | \$523.00         |
| 8    | \$556.50         |
| 9    | \$592.00         |
| 10   | \$630.00         |
| 11   | \$670.50         |

**Job Title**

Premises Technician

**Time in Title**

36

Employees will be paid on a bi-weekly basis. Payment of wages for each two-week period will be made no later than the Friday following the end of the pay-period.

There will be no wage increase during the life of this Memorandum.

For the purpose of establishing recognition, the Premises Technician job title and the above wage schedule shall be treated as if they were set forth in full in Appendix B of the Contract.

**6.03 Wage Credit/Changes In Start Rate**

Applicants for employment who possess skill or knowledge over and above that normally expected of a new employee may be given wage schedule service credit equivalent to this knowledge or experience and receive as a starting rate the rate corresponding to this wage schedule service credit. Subsequent increases will be in accordance with the progression schedule.

**6.04 Discretionary Lump Sum Payments**

A lump sum payment of up to five (5) percent of an employee's annualized (52 weeks) weekly wage rate may be granted to individual employees at the Company's discretion.

**6.05 Additional Cash Awards**

The Company may provide employees with additional cash awards. The selection of employees and the amounts of the cash awards will be made at the discretion of management.

**Section 7 – Force Adjustment**

**7.01 Transfers**

The Company may in its discretion hire employees off the street or from outside of the bargaining unit to fill vacancies in Appendix F titles. However, if the Company determines that a vacancy is to be filled from within Appendix F, it will post a notice of the vacancy. Regular full-time employees with at least thirty six (36) months of time in title, unless waived by the Company, who have satisfactory attendance and work performance may apply for the vacancy.

Regular full-time employees covered under this Memorandum who have at least thirty six (36) months time in title, unless waived by the Company, who have satisfactory attendance and work performance will have the opportunity to be considered for transfers to available positions, covered by this Appendix or the Contract, for which they are qualified.

In deciding who will be selected for a vacancy, the Company will determine which employee is most qualified to fill the position. The Company will consider an employee's qualifications and where, in the judgment of the Company, such qualifications are equal, it will use seniority. The Company may elect to retreat an employee within the first nine (9) months from the date the employee accepted the position.

When an employee transfers to a higher or a lower wage schedule the employee will move to the same wage schedule step on the new wage schedule that the employee was at on the old wage schedule. In addition, the employee's time spent, months and days, at the step on the old wage schedule will count towards the time required for the employee to progress to the next higher step on the new wage schedule.

Certain transfers into Appendix F job titles from certain bargaining units, including but not limited to the Contract, are provided for in the attached Memorandum of Agreement Force Movement of Employees and Employee Benefit Treatment. On this subject, the terms of the Memorandum of Agreement Force Movement of Employees and Employee Benefit Treatment shall prevail over the terms of this Memorandum.

**7.02 Relocation Of Work**

When work is to be relocated, the Company may, if it deems appropriate, offer the affected employees the opportunity to follow their work to the new location. Employees who elect to follow their work to the new location will be considered as employee initiated transfers.

**7.03 Force Adjustment**

Whenever force conditions as determined by the Company are considered to warrant a surplus and the possible layoff of employees, the Company shall notify the Union in writing, prior to notifying the affected employees. Employees will be laid off in a process to be determined by the Company based on the needs of the business and all business needs being equal, such adjustments shall occur in inverse order of seniority. The surplus employees designated for layoff will be notified a minimum of two (2) weeks prior to the layoff date, unless otherwise provided by law.

**7.04 Employment Security**

Except as specifically provided for in the Memorandum of Agreement Force Movement of Employees and Employee Benefit Treatment, no employment security provisions outside of this Appendix F, including but not limited to the provisions of the Memorandum of Agreement, Employment Security Commitment, dated April 4, 2004, and the Memorandum of Agreement In Lieu of Employment Security Commitment, dated April 4, 2004, shall apply to employees in titles listed in Appendix F. The exception will apply to these same employees if subsequently declared surplus in Appendix F at a later date.

**7.05 Layoff Allowance**

Employees who are laid off will be paid a layoff allowance based on their seniority and their base weekly wage rate in effect at the time of the layoff, in accordance with the following:

| <b>LENGTH OF SERVICE</b> | <b>LAYOFF ALLOWANCE</b> |
|--------------------------|-------------------------|
| 0 - 12 Months            | 1 week of pay           |
| 13 - 24 Months           | 2 weeks of pay          |
| 25 - 47 Months           | 3 weeks of pay          |
| 48 Months or More        | 4 weeks of pay          |

**7.06 Priority Rehire**

Employees who are laid off with satisfactory attendance and work performance and who apply for re-employment to the same position from which they were laid off, will receive

priority consideration for re-hire over new applicants for twelve (12) months from his/her layoff date.

**Section 8 – Benefit Plans**

**8.01** Benefits to be provided to employees under this Appendix F are those set forth in Benefit Plans described in the Memorandum of Agreement Force Movement of Employees and Employee Benefit Treatment.

**8.02** In the event, during the life of this Memorandum, the Company desires to make any change to the Benefit Plans which would affect the benefits of employees covered by this Memorandum, it will, before making any such change, notify the Union and afford the Union a period of sixty (60) calendar days for bargaining, provided, however, that no change may be made in the Plans which would reduce or diminish the benefits provided thereunder, as they may apply to employees covered by this Memorandum, without consent of the Union.

**8.03** Any claim that section 8.01 or 8.02 of this Memorandum or of the provisions of benefits pursuant to the Memorandum of Agreement Force Movement of Employees and Employee Benefit Treatment have been violated may be presented as a grievance and, if not resolved by the parties under their Problem Resolution Process, may be submitted to arbitration pursuant to provisions of Article 12 of the Contract. Any decision or action of the Company shall be controlling unless shown to have been discriminatory or in bad faith, and only the question of discrimination or bad faith shall be subject to the grievance procedure and arbitration. However, nothing in this Memorandum shall be construed to subject the Plans or their administration to the grievance or arbitration procedures of the Contract.

**8.04** The sole remedy for issues with respect to questions of whether benefits are due to covered employees, including the amount of any benefits due, is the claim and appeal process as defined in each of the Benefit Plans.

**8.05** The agreements between the Company and the Union regarding Benefit Plans establish the benefits that the Company will provide to employees covered by this Memorandum, but are not intended to be plans or plan documents under the Employee Retirement Income Security Act (ERISA).

**Section 9 – Conclusion**

**9.01** CWA further agrees that it will not seek to alter any existing bargaining units in any AT&T company on the basis of any movement or transfer of employees between said companies as a result of this Memorandum. Further, CWA will not, on the basis of this Memorandum or on the basis of any change in operations or practices as a result of this Memorandum, in any pleading, petition, complaint or proceeding before the National Labor Relations Board, an arbitrator or panel of arbitrators, or any court, assert, claim, charge or allege that any companies are a single or joint employer or enterprise, alter

**APPENDIX F**

egos, accretions or successors of one another, or that any bargaining units of said entities represented by or sought to be represented by CWA are a single bargaining unit, or are or should be otherwise altered in their scope or composition. This commitment on the part of CWA will survive the expiration of this Memorandum, unless and until such time as this commitment is terminated by the mutual written agreement of the Parties.

**9.02** This Memorandum shall be effective \_\_\_\_\_, 2006 and shall continue until 11:59 p.m. on April 4, 2009

IN WITNESS WHEREOF, the Parties have caused this Memorandum to be signed this \_\_\_ day of \_\_\_ 2006.

**AGREED:**

**FOR THE UNION:**

**FOR THE COMPANY:**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT  
REGARDING  
FORCE MOVEMENT OF EMPLOYEES AND EMPLOYEE BENEFIT  
TREATMENT**

The Communications Workers of America, District 4 (“CWA” or “the Union”) and AT&T Teleholdings, Inc. d/b/a AT&T Midwest, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated, The Ohio Bell Telephone Company, Wisconsin Bell, Inc. and Michigan Bell Telephone Company (collectively “the Company”) hereby agree to the following terms with respect to the movement of surplus employees and/or employees identified for layoff covered by the 2004 Collective Bargaining Agreement between the CWA and the Company (the “Core Agreement”), the 2005 National Internet Contract between the Communications Workers of America and SBC Internet Services (the “National Internet Contract”), and between the CWA and SBC Global Services, Inc. (the “Global Services Agreement”) (collectively referred to as “Labor Agreements”) into Appendix F job titles under the Core Agreement and the benefit treatment to be afforded to such employees, and employees who voluntarily move into or are newly hired directly into these job titles.

I. TREATMENT OF EMPLOYEES WHO ARE NEWLY HIRED INTO AN APPENDIX F JOB TITLE

Individuals who are newly hired into an Appendix F job title (“new hire”) will be eligible to participate in the following benefit plans as shown in the chart below. The level of any applicable benefits shall be the same as under the Core Agreement as they may change from time to time.

| <b>Employee Benefit</b>  | <b>Regular Employee</b> | <b>Term Employee</b> | <b>Temporary Employee</b> |
|--|-------------------------|----------------------|---------------------------|
| Ameritech Comprehensive Health Care Plan                             | YES                     | YES                  | NO                        |
| Ameritech Dental Expense Plan  | YES                     | YES                  | NO                        |
| Ameritech Vision Care Plan   | YES                     | YES                  | NO                        |
| AT&T Savings and Security Plan                                       | YES                     | NO                   | NO                        |
| AT&T Medical and Group Life Insurance Program – Group Life Insurance | YES                     | YES                  | NO                        |
| AT&T Supplementary Group Life Insurance Program                      | YES                     | YES                  | NO                        |

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|   |     |     |     |
|---|-----|-----|-----|
| AT&T Dependent Group Life Insurance Program           | YES | YES | NO  |
| AT&T Flexible Spending Account Plan                   | YES | YES | NO  |
| Ameritech Sickness & Accident Disability Benefit Plan | YES | NO  | NO  |
| Ameritech Long Term Disability Plan                   | YES | NO  | NO  |
| AT&T Rules for Employee Beneficiary Designations      | YES | YES | NO  |
| AT&T Group Long Term Care Insurance Plan              | YES | YES | NO  |
| AT&T CarePlus – a Supplemental Medical Plan           | YES | YES | NO  |
| AT&T Leave of Absence Policy                          | YES | YES | YES |
| AT&T Adoption Reimbursement Program                   | YES | YES | NO  |

New hires are not eligible for a pension benefit nor for any other benefit plans or programs that are not listed above, nor are they eligible for post employment benefits. An employee newly hired into an Appendix F job title who transfers to any other position outside of an Appendix F job title will not have their service under the Appendix F job title recognized for any of the following purposes: (i) determining eligibility to participate in post-employment benefit plans, (ii) calculating the amount of a pension benefit or determining whether the employee has satisfied requirements for service pension eligibility, if applicable .

**II. TREATMENT OF SURPLUS EMPLOYEES WHO MOVE TO AN APPENDIX F JOB TITLE FROM A JOB TITLE UNDER THE CORE AGREEMENT**

The Company, at its discretion, may offer employees identified as surplus under the Core Agreement jobs in Appendix F job titles through the Core Agreement force adjustment/surplus process. Any job offer to a job title within Appendix F will meet the commitment of a guaranteed job offer under the Core Agreement memorandum(s) of agreement regarding Employment Security Commitment and/or In Lieu of Employment Security Commitment. Surplus employees who refuse such offers will be treated under the same terms and conditions as other employees who refuse a job offer under the Core Agreement and the aforementioned memoranda. Surplus employees covered by the Core Agreement who are placed in a job title in Appendix F who meet the eligibility requirements of the Core Agreement’s Employment Security Commitment and/or In Lieu of Employment Security Commitment shall continue to be eligible for the Core

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Agreement's Employment Security Commitment or In Lieu of Employment Security Commitment, respectively, if they are subsequently declared surplus while in the job title in Appendix F to which they have been placed as surplus. Any job offer from such Appendix F position to a job title within the Core Agreement, which may include lateral, downgrade, or upgrade offers, will meet the commitment of a guaranteed job offer under this provision.

The terms and conditions of Appendix F will apply to surplus employees who accept a position within Appendix F. In the event of a discrepancy or inconsistency between the terms and conditions in Appendix F and any applicable provisions of the Core Agreement, the terms contained in Appendix F and any associated agreement(s) shall prevail. If a surplus employee accepts a position in Appendix F, and the employee's current weekly rate of pay is above the maximum weekly wage rate for the new title, there will be no change in the employee's rate of pay until the weekly rate of pay in the new job title exceeds the employee's weekly rate of pay at the time of the transfer. If, however, the employee's current weekly pay is at or below the maximum weekly wage rate for the new Appendix F title, the employee will be placed on the lowest step of the new wage schedule that will not result in a wage reduction. The Team Performance Award will not be protected; that is the employee will not receive a Team Performance Award for their time in an Appendix F job title. However, a surplus employee under the Core Agreement who is assigned to an Appendix F job title, may receive a prorated Team Performance Award for their time prior to such transfer if the employee met the eligibility requirements' for such Award prior to such transfer.

A surplus employee who is placed in a job title within Appendix F shall be eligible for benefits under the same plans, terms, conditions, and provisions as are currently and in the future provided under the Core Agreement with respect to their previous job title. Such employees will not be eligible for additional or different benefits provided to new hires in Appendix F job titles. This benefits treatment shall continue only for the period such surplus employee remains in the job title within Appendix F following their surplus declaration.

A surplus employee placed in Appendix F who retires from a job title within Appendix F during the term of this Memorandum of Agreement will, through the remaining term of the Core Agreement, be eligible for welfare retirement benefits on the same terms and conditions as applicable to a similarly situated employee who retired from the surplus employee's previous job title.

### III. TREATMENT OF EMPLOYEES WHO VOLUNTARILY MOVE FROM A JOB TITLE IN APPENDIX F

Regular full-time employees in Appendix F job titles are eligible to transfer to a position under the Core Agreement once they have reached at least thirty-six (36) months time in title (unless waived by the Company) and have satisfactory attendance and work performance, using the "JOBS" transfer process. All requirements of the "JOBS"

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transfer process are applicable for such transfers, including, but not limited to, eligibility requirements, in addition to any additional eligibility requirements provided for under this Memorandum.

If an employee in an Appendix F job title voluntarily moves to a job title covered by the Core Agreement, such employee shall receive benefits under the same terms and conditions as those that are provided that job title under the Core Agreement.

If an employee who has voluntarily moved from an Appendix F job title to a position under the Core Agreement retires during the term of the Core Agreement with eligibility for post-employment benefits, such employee will, through the remaining term of the Core Agreement, be eligible to participate in the post-employment benefit plans provided under the Core Agreement on the same terms and provisions as for similarly situated employees who retire with the same job title.

Employees in Appendix F job titles who transfer to positions under the Core Agreement will not have their service under the Appendix F job title recognized for any of the following purposes: (i) determining eligibility to participate in post-employment benefit plans, (ii) calculating the amount of a pension benefit or determining whether the employee has satisfied requirements for service pension eligibility, if applicable.

#### IV. TREATMENT OF SURPLUS EMPLOYEES COVERED BY THE NATIONAL INTERNET CONTRACT OR GLOBAL SERVICES CONTRACT WHO MOVE TO A JOB TITLE IN APPENDIX F

The Company, at its discretion, may offer employees identified as surplus under the Internet Agreement and/or employees identified for layoff under the Global Services Agreement jobs in Appendix F job titles through the force adjustment/surplus process provided in those Agreements.

The terms and conditions of Appendix F will apply to the Internet or Global Services surplus/layoff employees who accept a position within Appendix F. In the event of a discrepancy or inconsistency between the terms and conditions in Appendix F and any applicable provisions of the Internet Agreement or Global Services Agreement, the terms contained in Appendix F and any associated agreement(s) shall prevail. Employees covered by the National Internet Contract who are declared surplus and, employees to be laid off under the Global Services Agreement who are placed into a job title in Appendix F shall be eligible for benefits under the same plans, terms, conditions and provisions as are currently and in the future provided under the appropriate Internet Agreement or Global Services Agreement with respect to their previous job title. Such employees will not be eligible for additional or different benefits provided to new hires in Appendix F job titles. This benefits treatment shall continue only for the period such employee remains in the job title within Appendix F following their layoff notification or surplus declaration. Regarding wages, if the employee's current weekly rate of pay is above the

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maximum weekly wage rate for the new Appendix F title, there will be no change in the employee's rate of pay until the weekly rate of pay in the new job title exceeds the employee's weekly rate of pay. If, however, the employee's current weekly pay is at or below the maximum weekly wage rate for the new Appendix F title, the employee will be placed on the lowest step of the new wage schedule that will not result in a wage reduction. The Team Performance Award will not be protected; that is the employee will not receive a Team Performance Award for their time in an Appendix F job title. However, a surplus employee under the National Internet Contract or Global Service Contract who is assigned to an Appendix F job title, may receive a prorated Team Performance Award for their time prior to such transfer if the employee met the eligibility requirements for such Award prior to such transfer.

An Internet or Global Services surplus/layoff employee placed in Appendix F who retires from a job title within Appendix F during the term of this Memorandum of Agreement will, through the remaining term of the applicable Internet Agreement or Global Services Agreement, be eligible for welfare retirement benefits, if any, on the same terms and conditions as applicable to a similarly situated employee who retired from such employee's previous job title.

**V. TREATMENT OF EMPLOYEES WHO VOLUNTARILY MOVE INTO AN APPENDIX F JOB TITLE FROM OTHER THAN THE CORE AGREEMENT, THE NATIONAL INTERNET CONTRACT OR THE GLOBAL SERVICES CONTRACT**

For situations not covered by Sections I, II, III or IV of this Memorandum of Agreement, employees performing work in Appendix F, including but not limited to employees who voluntarily move into a job title in Appendix F, shall receive benefits while an active employee covered by Appendix F under the terms, conditions and provisions as are currently and in the future provided under Section I of this Memorandum.

This Memorandum of Agreement shall remain in effect through the life of the Core Agreement.

**AGREED:**

**FOR THE UNION:**

**FOR THE COMPANY:**

\_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Job Brief

### Title

**Premises Technician**

### GENERAL INFORMATION

**Job Brief Date:** May 01, 2006  
**Time-On-Title:** 36 Months  
**Job Family:** Technical Outside  
**Union Affiliation:** AIT-CWA District 4  
**Location:** AT&T Midwest Region



### GENERAL DUTIES

Works inside or outside to install and repair equipment, and/or services;  
Makes necessary connections to provide voice, data, and video service.

Duties may include but are not limited to the following:

- 1) Install and rearrange inside wire
- 2) Install Network Interface Device (NID)
- 3) Place and replace Customer Premise Equipment (CPE)
- 4) Place cross-connects as appropriate between SAC point and the 7330 or it's equivalent
- 5) Verify all service are working
- 6) Educate customers on the features and functionality of the services
- 7) Demonstrates, sells, and bills appropriate items of telephone service on contacts with customers.
- 8) Selects location and installs equipment with customers, including inside wiring.
- 9) Performs the maintenance of the CPE equipment, wiring and jacks inside the customer's premise up to and including the NID..
- 10) Use simple meters to perform Go, NO-Go type testing.
- 11) Perform work in buildings, attics, basements, and crawl spaces
- 12) Perform work involving bending, kneeling, stooping, crouching, crawling, etc.
- 13) Use company PC to retrieve and complete orders
- 14) Works independently with little supervision
- 15) Works outside in all types of weather
- 16) Drives a company vehicle or may report directly to work location.
- 17) Positions AT&T as the premier provider of choice.
- 18) Uses and/or wears appropriate safety equipment and follows established safety practices and procedures.