

Memorandum of Agreement Employment Security and Layoffs

For Regular employees hired before July 1, 2004, the Employment Security Commitment (Article 2, Section 2.01) will not be cancelled or suspended for the life of the contract.

For Regular employees hired on or after July 1, 2004 and prior to April 10, 2016 who have satisfactory job performance and attendance on the first day of the maintained phase (see Section 2.06E), the Employment Security Commitment (Article 2, Section 2.01) will not be cancelled or suspended for the life of the contract. If the procedures described in Sections 2.06B3 through 2.06B7 have not resolved a declared surplus at the conclusion of thirty (30) calendar days from the beginning of the assignment phase (as described in Section 2.06B7e), maintained surplus employees hired on or after July 1, 2004 and prior to April 10, 2016 who have satisfactory job performance and attendance on the first day of the maintained phase (see Section 2.06E), may, at the Companies' discretion, be placed at any time into any CWA-represented bargaining unit position in the Companies in the West Region, in Legacy T in the West Region (e.g., AT&T Corp., AT&T Services, Inc., and Teleport Communications America, LLC), and in National Internet Contract (AT&T Services, Inc.) in the West Region. The provisions of Sections 2.06B8 (Return Rights), 2.06B9 (Reassignment Pay Protection Plan), 2.06B10 and 2.08 (Relocation) will apply to maintained surplus employees accepting a position in the Companies in the West Region. Maintained surplus employees accepting a position outside their current bargaining unit will be eligible for Relocation Expense (Section 2.08) and for a Reassignment Pay Protection Plan lump sum payment in accordance with the table on Attachment A, where the rate of pay of the new job is less than the current rate of pay of the employee's former job title. Maintained surplus employees accepting a job offer outside their current bargaining unit will be treated as if they had transferred under the terms and conditions of the IMF process and shall be subject to all applicable receiving company practices, policies, collective bargaining agreement provisions and benefit plan eligibility standards, including those related to or affected by Net Credited Service. Maintained surplus employees who choose not to accept a commutable lateral position will leave the service of the Companies. Maintained surplus employees who choose not to accept a downgrade or a non-commutable position will leave the service of the Companies and receive Separation Benefits.

Notwithstanding any other provisions of the collective bargaining agreement or this Memorandum of Agreement, the Employment Security Commitment (Article 2, Section 2.01) and Article 2, Sections 2.06C and 2.06E will not apply to employees hired on or after July 1, 2004 and prior to April 10, 2016 who do not have satisfactory job performance and attendance on the first day of the maintained phase (see Section 2.06E). If the procedures described in Sections

2.06B3 through 2.06B7 have not resolved a declared surplus at the conclusion of thirty (30) calendar days from the beginning of the assignment phase (as described in Section 2.06B7e), least senior identified surplus employees hired on or after July 1, 2004 and prior to April 10, 2016 who do not have satisfactory job performance and attendance on the first day of the maintained phase (see Section 2.06E) need not be maintained in the surplus process and may be laid off as described in Article 8.

Notwithstanding any other provisions of the collective bargaining agreement or this Memorandum of Agreement, the Employment Security Commitment (Article 2, Section 2.01) and Article 2, Sections 2.06C and 2.06E will not apply to employees hired on or after April 10, 2016. If the procedures described in Sections 2.06B3 through 2.06B7 have not resolved a declared surplus at the conclusion of thirty (30) calendar days from the beginning of the assignment phase (as described in Section 2.06B7e), least senior identified surplus employees hired on or after April 10, 2016 need not be maintained in the surplus process and may be laid off as described in Article 8.

RPPP PAYOUT TABLE
 ASSIGNMENT TO LOWER WAGE RATE
Years Of Net Credited Service

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

195.00	199.50	1,820	6,460	25,800	30,960
200.00	204.50	1,850	6,600	26,450	31,740
205.00	209.50	1,910	6,780	27,100	32,530
210.00	214.50	1,940	6,930	27,740	33,300
215.00	219.50	1,980	7,110	28,390	34,070
220.00	224.50	2,040	7,260	29,030	34,850
225.00 +		2,080	7,420	29,680	35,620

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

Effective date/language: *With ratification*

Termination date/language: *With expiration of the 2016 Collective Bargaining Agreement*

Applies to:

<i>Pacific Bell Telephone Company (Except Appendix E)</i>	<u> X </u>	<i>SBC Global Services, Inc.</i>	_____
<i>Nevada Bell Telephone Company (Except Appendix E)</i>	<u> X </u>	<i>Appendix E</i>	_____
<i>AT&T Services, Inc.</i>	<u> X </u>		

Communications Workers of America

AT&T West

Agreed: *Ellen West*
 Ellen West
 Area Director - CWA

Agreed: *Jon Irelan*
 Jon Irelan
 Director – Labor Relations

Date: *10-14-2017*

Date: *9/14/2017*