

Memorandum of Agreement
Movement of Current Appendix D Employees to Appendix A and
Maintenance of Appendix D

The Companies and the Union agree as follows:

Appendix D employees will be moved into the Collective Bargaining Agreement Appendix A, Systems Technician title ("Moved Employees").

With the movement of Appendix D employees to the Systems Technician title in Appendix A, any Systems Technician in Appendix A will be able to perform the work currently performed by Appendix D employees.

Effective one (1) day prior to the ratification date of the 2016 Collective Bargaining Agreement, if the 2016 Collective Bargaining Agreement is ratified, Moved Employees will become Appendix A employees ("Effective Date").

To be eligible to be moved into Appendix A, a Moved Employee must be on the payroll as of the Effective Date.

Any Moved Employee on disability leave or leave of absence on the Effective Date will be moved into Appendix A once they immediately return to work from disability leave or leave of absence.

The payroll company for the Moved Employees will be changed from SBC Global Services, Inc. to Pacific Bell Telephone Company or Nevada Bell Telephone Company, as appropriate.

Appendix D, and all Memorandum of Agreements that pertain to Appendix D, will be maintained as part of the 2016 Collective Bargaining Agreement, even though following implementation of this Agreement there will be no employees in Appendix D. At any time in the future the Company may, in its sole discretion, repopulate Appendix D with any or all of the titles listed in Appendix D. All of the terms and conditions of Appendix D, and all Memorandum of Agreements that pertain to Appendix D, will apply to any employees who repopulate Appendix D.

Pursuant to MOA D-04-04, the Companies currently have the discretion to subcontract, and do subcontract, anything Business Services supports on the customer side of the demarcation. The Companies' discretion to continue to subcontract such work will not be affected by moving the Appendix D employees into Appendix A, and subcontracting such work by any Systems Technician will continue at the Companies' discretion after the Moved Employees become Systems Technicians in Appendix A.

On the Effective Date, Moved Employees will become eligible for Appendix A illness absence time. Any illness absence time used by a Moved Employee prior to the Effective Date will be deducted from the Moved Employees' Appendix A illness absence time.

On the Effective Date, Moved Employees will become eligible for Appendix A paid or unpaid time off: Vacation, Holidays, Personal Days Off (PDO). Any Vacation or PDO used prior to the Effective Date will be deducted from the appropriate Moved Employees' Appendix A Vacation or PDO time. If the Moved Employee's Appendix A PDO balance is not enough to cover the Moved Employee's Appendix D PDO time taken, excess Appendix D PDO hours will be deducted from the Moved Employee's available Appendix A Vacation Balance.

Moved Employees whose wage rate is below the top step of Wage Schedule 12 will be slotted to the step with a rate that is closest to, but not lower than their current wage rate. For employees placed on a wage schedule step below the top step, the next wage progression increase date will be six (6) months from the Effective Date. For employees on LOA or Disability on the Effective Date, who return to work and are placed on a wage schedule step below the top step, the next wage progression increase date will be six (6) months from the return to work date.

Moved Employees whose wage rate is above the top step of Wage Schedule 12 will have their wages frozen until such time as the wages of Wage Schedule 12 increase to equal or exceed the employee's wages.

Moved Employees may be sent to Pole Climbing training. Moved Employees who are unable to pass Pole Climbing training will be allowed to remain as Systems Technicians. Moved Employees who become Systems Technicians who are unable to pass Pole Climbing training and who voluntarily transfer to another title that requires Pole Climbing will be required to pass Pole Climbing training to remain in the new position.

Time in Title and Time in Location will be waived for Moved Employees.

Moved Employees will be eligible for the benefit plans, programs and policies as provided to Appendix A employees, except as noted below. Health and welfare eligibility will be effective as soon as administratively feasible after the Effective Date. The movement of Moved Employees pursuant to this MOA shall not be considered to be a hire, rehire, or transfer of the employee.

Health and Welfare Benefit Plans

- Moved Employees hired/rehired or transferred on or before July 31, 1997 will be treated as Current Employees
- Moved Employees hired/rehired or transferred after July 31, 1997 will be treated as 2012 New Hires

Pension and Savings Benefit Plans

- Moved Employees hired/rehired or transferred on or before December 31, 2013 shall continue to participate in the Bargained Cash Balance Program of the AT&T Pension Benefit Plan and the AT&T Retirement Savings Plan (ARSP)
- Moved Employees hired/rehired or transferred after December 31, 2013 shall continue to participate in the Bargained Cash Balance Program #2 of the AT&T Pension Benefit Plan and the ARSP

Effective date/language: *With ratification; effective one day prior to the ratification date of the 2016 Collective Bargaining Agreement, Moved Employees will become Appendix A employees.*

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

Applies to:

Pacific Bell Telephone Company
(Except Appendix E) X SBC Global Services, Inc. X

Nevada Bell Telephone Company
(Except Appendix E) X Appendix E _____

AT&T Services, Inc. _____

Communications Workers of America

Agreed: Ellen West
Ellen West
Area Director - CWA

Date: 10-14-2017

AT&T West

Agreed: Jon Irean
Jon Irean
Director – Labor Relations

Date: 9/14/2017