

**MEMORANDUM AND
LETTERS
OUTSIDE THE
CONTRACT**

Memorandums & Letters Outside The Contract

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Leverage Title Letter
Voluntary Extended Absence Letter
VSIPP Opt Out Letter
CVS Retail Option
Pension Window Benefit Letter
Phased Schedule Letter
PPO Administrator Letter
Video Site Operations Managers
Cover Sheets For The National Memoranda Of Agreement



Randall S. White
Assistant Vice President
Labor Relations - Midwest

AT&T Services, Inc.
2000 W. AT&T Center Drive
Location 2H70G
Hoffman Estates, IL 60192-5000

T: 847.248.6700
F: 847.248.8844

April 5, 2009

Mr. Jerry W. Schaeff
Administrative Director
Communications Workers of America, AFL-CIO
20525 Center Ridge Road
Room 700
Cleveland, Ohio 44116

RE: 2009 Collective Bargaining Understandings

Dear Mr. Schaeff:

This letter confirms understandings reached by the Company and the Union during the course of the 2009 Collective Bargaining discussions:

1. All costs and expenses as described in Article 7 associated with payroll deductions for the Committee on Political Education (COPE) will be incorporated into the total 2009 collective bargaining economic settlement package to cover reimbursement to the Company for the 2009 Collective Bargaining Agreement time period. The parties agree that past obligations have been satisfied.
2. The Company will comply with all federal and state laws regarding employees' inspection of personnel records, including the review of documentation concerning discipline that is to be included in the personnel file. Upon written request by the Local President, the Company will provide the Union with all information and documentation as required under the National Labor Relations Act for grievances and all other matters. If there is any dispute regarding the requested information, the matter will be decided by the National Labor Relations Board (NLRB).

For employee-specific confidential information requests and documentation not provided for under the NLRA, a written authorization will be required from the employee before such information will be provided to the Union.
3. The Operator Services organization intends to (1) continue, whenever possible, its scheduling practice of assigning "off days" to employees on the Saturday prior, and the Sunday after a vacation week; (2) provide as much advance notice as possible to affected employees and the Local Union President, but no later than the Thursday preceding the week when the opening and/or closing hours of an office will be changed; (3) provide new employees information about the Operator Services' scheduling process.
4. The existing Michigan practice pertaining to adherence to Michigan Compiled Law (MCL) Sec. 247.184a, and the Letter of Agreement in Michigan from 1992 bargaining pertaining to the same which provides for a second person alert

surveillance while performing manhole work, will continue for the term of the 2009 Collective Bargaining Agreement. This applies to employees working in Michigan only.

5. Absence for union business, covered under Article 10.08, shall be counted as "hours worked" for purposes of calculating eligibility for Family/Medical Care Leaves.
6. The Outside Plant Technician job title in Michigan will continue to be grandfathered. Employees who presently hold this title will be assigned grandfathered status and will remain grandfathered as long as they remain in the Outside Plant Technician title. If the employee accepts an upgrade offer to the Customer Service Specialist title, they will receive the appropriate upgrade wage treatment and will be ineligible to retreat to the Outside Plant Technician title and will lose the grandfather status.
7. The "Temporary Assignment" Differential (Article 19.07) will be included in the calculation of overtime when working in the assignment.
8. The conditions of the Memorandums of Agreement Concerning Breakthrough Leadership Force Transition, Recognition Agreement; dated July 25, 1993 (Recognition Agreements), have been completed with the exception of that treatment to be afforded to eight remaining non-management, non-union represented employees listed on Attachment 1 hereto ("Opt-out NMNUs").

The Company and the Union agree that the Union is recognized as the bargaining agent for those employees covered by the Recognition Agreements in the states of Ohio, Michigan, Wisconsin and Indiana (excluding Lake and Porter counties), except for the Opt-out, NMNUs and those who work in the Labor Relations, Human Resources or Legal organizations.

These exceptions shall apply to the scope of the Union's representation, whether or not such individuals could lawfully be represented by the Union or are subject to the Fair Labor Standards Act.

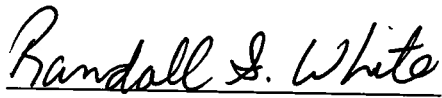
The Opt-out NMNUs will, however, remain excluded from union representation and the collective bargaining agreements, if they so desire, for as long as they continue to perform their initial job assignments. Any subsequent employee-initiated change of job within the bargaining unit will terminate this exclusion for the employee involved, who will then become union represented and subject to the terms and conditions of the applicable collective bargaining agreement. Replacements for employees so excluded will be subject to union representation and to the terms and conditions of the applicable collective bargaining agreement.

9. This confirms understandings reached by the Company and the Union during the course of 2009 Collective Bargaining discussions concerning conditional pay for disability claims under the Ameritech Sickness and Accident Disability Plan.

Effective January 1, 2010, the Company will reduce the amount of conditional pay granted to employees who are absent from work and seeking benefits under the Ameritech Sickness and Accident Disability Plan to 14 days.

Please confirm your understanding of these arrangements by signing a copy of this letter and returning it to me.

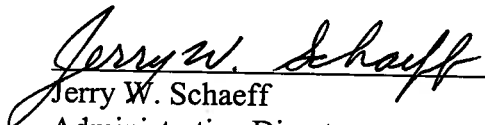
Sincerely,



Randall S. White

Assistant Vice-President – Labor Relations

Acknowledged:



Jerry W. Schaeff

Administrative Director

Communications Workers of America

District 4

LAST_NAME	FIRST_NAME	JOB TITLE
GERBER	NANETTE	TECHNICAL SPECIALIST/N (CLA) [CWA04]
KOBAIA	CATHERINE	TECHNICAL SPECIALIST/N (CLA) [CWA04]
HEIN	CANDACE	SERVICE REPRESENTATIVE/N (SRL) [CWA04]
KOSMEDER	KATHERINE	LISTING ASSOCIATE/N [CWA04]
KOPENSKI	MARY	SERVICE REPRESENTATIVE/N (SRL) [CWA04]
BURTON-JOHNSON	JO	SPECIALIST/N [CWA04]
LAGRANT	DARLENE	SPECIALIST/N [CWA04]
ROSIK	SHARON	TECHNICAL SPECIALIST/N (CLA) [CWA04]



Randall S. White
Assistant Vice President
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April 5, 2009

Mr. Jerry W. Schaeff
Administrative Director
Communications Workers of America, AFL-CIO
20525 Center Ridge Road
Room 700
Cleveland, Ohio 44116

RE: 2009 Wage Increases

Dear Mr. Schaeff:

This letter confirms understandings reached by the Company and the Union during the course of 2009 Collective Bargaining discussions regarding the extent to which wage increases provided for in the Company's proposals for Article 13 and Appendix F will be paid in the event of a delay in the anticipated ratification of the Parties' tentative agreement. Such treatment will apply to Appendix G, which applies the wage increases listed in Article 13 by reference. With respect to this subject, the Company and the Union agree as follows:

- (A) If the Agreement is ratified on or before August 7, 2009 (the "Ratification Target"), the wage increase provided for in Article 13.02 and the one-time Premises Technician wage increase provided in Appendix F of the Company's proposal will be effective April 5, 2009.
- (B) If the Ratification Target is not met, a new Ratification Target will be set ninety (90) days thereafter and the effective date of the wage increase will be delayed by a commensurate ninety (90) days. This resetting of the Ratification Target and commensurate resetting of the effective date of the wage increase will repeat until the contract is ratified. In no event will retroactive wages exceed one-hundred and thirty (130) days.
- (C) If the Agreement is not ratified by the date of the wage increase reflected in 13.03 of the Company's proposal, there will be no wage increase for the first year and the provisions of section (B) above will apply to that increase and the one-time Premises Technician wage increase provided in Appendix F. If the Agreement is not ratified by the date of the wage increase reflected in Section 13.04 of the Company's proposal, there will be no wage increase under the Agreement.

- (D) Retroactive wages will be paid to employees on the payroll as of the date of ratification as soon as practicable after ratification.

Please confirm your understanding of and agreement to these discussions by signing and returning a copy of this letter to me.

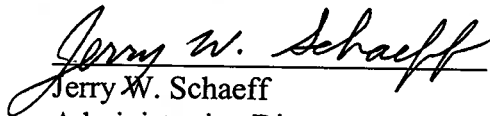
Sincerely,



Randall S. White

Assistant Vice-President – Labor Relations

Acknowledged:



Jerry W. Schaeff

Administrative Director

Communications Workers of America

District 4



Randall S. White
Assistant Vice President
Labor Relations - Midwest

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Administrative Director
Communications Workers of America, AFL-CIO
20525 Center Ridge Road
Room 700
Cleveland, Ohio 44116

RE: AADS Pending Grievances & Arbitrations

Dear Mr. Schaeff:

This letter of agreement reflects an agreement between the Company and the Union during 2009 collective bargaining concerning the elimination of the Memorandum of Agreement Regarding Ameritech Advanced Data Services, Inc. contained in Appendix C of the parties' 2004 Collective Bargaining Agreement. The elimination of the above-mentioned MOA in no way extinguishes, waives or changes any of the Union's grievances, arbitration requests or positions pertaining that were pending as of April 4, 2009 as they pertain to this MOA.

Sincerely,

Randall S. White
Assistant Vice-President – Labor Relations

Acknowledged:

Jerry W. Schaeff
Administrative Director
Communications Workers of America
District 4



Randall S. White
Assistant Vice President
Labor Relations - Midwest

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April 5, 2009

Mr. Jerry W. Schaeff
Administrative Director
Communications Workers of America, AFL-CIO
20525 Center Ridge Road
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Cleveland, Ohio 44116

RE: Single Bargaining Unit

Dear Mr. Schaeff:

As we have discussed, this Letter Agreement is in conjunction with the 2009 Core Collective Bargaining Agreement (the "Core Agreement") between AT&T Midwest ("Company") with District 4 of the Communications Workers of America ("Union") and the Memorandum's of Agreement contained in Appendix F of the Core Agreement (hereafter "Appendix F") pertaining to employees in the Premises Technician, Dispatcher and TSR II job titles, and Appendix G SBC Global Services Inc. and it's respective job titles. The Company and the Union agree that employees in job titles covered by the Core Agreement, Appendix F and Appendix G constitute a single unit for bargaining.

This Letter Agreement shall be effective as of April 5, 2009, and shall continue for the duration of the Core Agreement.

Please sign below to indicate your acceptance of these provisions.

Sincerely,

Randall S. White
Assistant Vice-President – Labor Relations

Acknowledged:

Jerry W. Schaeff
Administrative Director
Communications Workers of America
District 4

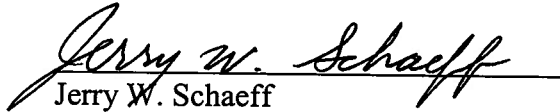
MEMORANDUM OF AGREEMENT

CARRY OVER VACATION

The Company and the Union agree to eliminate the “matching” requirement for Carry Over Vacation, Article 23.12, Paragraphs (C) and (D), with respect to the first week of vacation that is carried over from one vacation year to the next. This Memorandum of Agreement will expire on December 30, 2011.

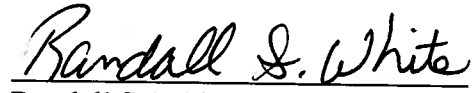
AGREED:

FOR THE UNION:


Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:


Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date

MEMORANDUM OF AGREEMENT
VACATION AND HOLIDAY COMMITTEE

The Union has requested that the Company increase the number of employees granted vacations during the work week. It is the intent of both parties that employees' selections will be granted to the extent practicable consistent with force requirements and the needs of the business.


In addition, the Union has requested that the number of holiday shifts scheduled be kept to a minimum in meeting the needs of the business. The Company understands and appreciates the position that the Union has taken with regard to both of these issues.

The Company agrees to establish a joint committee composed of the Assistant Vice President Labor Relations or his/her designee, two (2) CWA International Representatives, two (2) CWA Local Presidents and appropriate Market Business Unit Representatives to address and discuss the Union's and Company's concerns regarding these issues.

This Memorandum of Agreement shall be in effect for the term of the 2009 Collective Bargaining Agreement.

AGREED:


FOR THE UNION:


Jerry W. Schaeff
CWA Administrative Director

April 5, 2009

Date

FOR THE COMPANY:


Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009

Date



Randall S. White
Assistant Vice President
Labor Relations - Midwest

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April 5, 2009

Mr. Jerry W. Schaeff
Administrative Director
Communications Workers of America, AFL-CIO
20525 Center Ridge Road
Room 700
Cleveland, Ohio 44116

RE: O/S Technical Associate Hours

Dear Mr. Schaeff:

This letter is to confirm the Agreement reached on April 4, 2009 regarding those Operator Services' employees holding the job title of Technical Associate. Such employees shall work 37½ hours per week for the term of this Agreement.

This Agreement will remain in effect through the term of the 2009 Collective Bargaining Agreement.

Sincerely,

Randall S. White
Assistant Vice-President – Labor Relations

Acknowledged:

Jerry W. Schaeff
Administrative Director
Communications Workers of America
District 4

MEMORANDUM OF AGREEMENT

INTRANET ACCESS

The AT&T Intranet system provides employees with access to information regarding Benefits, AT&T Corporate Policies, Employee Development, etc.


The Company agrees to allow the Union read-only access to the Company's Intranet system from non-Company, Union locations. All AT&T system security guidelines must be followed in order to protect AT&T's corporate information.

Specifically, the Company will provide each Union local with one (1) SecurID. All computer hardware, computer software and any other equipment necessary to enable the access will be at the Union's expense.

This Memorandum of Agreement will remain in effect through the terms of the 2009 Collective Bargaining Agreement between the parties.

AGREED:

FOR THE UNION:

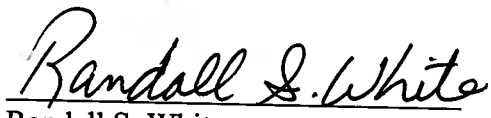


Jerry W. Schaeff
CWA Administrative Director

April 5, 2009

Date

FOR THE COMPANY:



Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009

Date



Randall S. White
Assistant Vice President
Labor Relations - Midwest

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RE: Leveraged Title

Dear Mr. Schaeff:

In response to discussions between the Company and the Union during 2009 collective bargaining negotiations relative to the Leveraged Title Memorandum of Agreement, the Company agrees to meet with the Union and bargain to agreement prior to establishing and implementing Leveraged Titles with the same or similar job duties as job titles other than Service Representative. As part of those negotiations, the Company will meet with a representative designated by CWA District 4 to review the target incentive compensation plan and review the appropriate wage schedule.

Sincerely,

Randall S. White
Assistant Vice-President – Labor Relations

Acknowledged:

Jerry W. Schaeff
Administrative Director
Communications Workers of America
District 4



Randall S. White
Assistant Vice President
Labor Relations - Midwest

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April 5, 2009

Mr. Jerry W. Schaeff
Administrative Director
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Cleveland, Ohio 44116

RE: Voluntary Extended Absence Program

Dear: Mr. Schaeff:

This letter will confirm the agreement reached regarding a Voluntary Extended Absence Program. Any Market Business Unit may elect to implement the following procedures in the event the Company determines the necessity for adjusting forces on a temporary basis:

1. When the Company anticipates a temporary force surplus condition and plans to implement the provisions of this letter for specified job title(s) in specified work location(s), the Company will so notify the appropriate CWA International Representative and the local union president(s) involved not less than five (5) work days in advance of the Voluntary Extended Absence offer.
2. The Company shall determine the job title(s) and work location(s) in which a temporary force surplus exists, the number of employees in such title(s) and location(s) considered to be surplus, and the period during which the employees will remain on a Voluntary Extended Absence, subject to the provisions of Paragraph 6, below.
3. Beginning with the fifth work day after notice to the Union and continuing for three (3) work days, regular employees who are not already on a Voluntary Extended Absence on the specified job title(s) and in the specified work location(s) will have the opportunity to submit a written application to their supervisors requesting a Voluntary Extended Absence under the terms and conditions set forth below.
4. A copy of the application will be retained by the Supervisor, a copy given to the employee, and a copy sent to the appropriate Human Resources representative. To be valid, the application must be dated and signed by the employee and the immediate supervisor. The application shall be irrevocable after either the employee is notified of the Company's acceptance of their original application or the Company and employee agreed to modified Voluntary Extended Absence dates.

5. After the application period is over, the Company will select those employees in the specified work group(s) who submitted valid applications and grant a Voluntary Extended Absence in seniority order to the extent necessary to relieve the temporary force surplus. An employee shall not be on a Voluntary Extended Absence under this procedure for more than one hundred and twenty (120) calendar days in a calendar year unless unusual conditions warrant, as determined by the Vice President of Labor Relations.
6. The Voluntary Extended Absence granted will be for duration of at least thirty (30) calendar days, and for up to a maximum of one hundred and twenty (120) calendar days. At anytime, employees on Voluntary Extended Absence may be asked to return to work by work location and Market Business Unit prior to their original return to work date for business reasons as determined by the Company, and any such requests shall be made in order of seniority. If practicable, employees will be given one (1) week's advance notice prior to being requested to return to work early. Employees requesting a Voluntary Extended Absence will be required to provide a "can be reached" number in addition to their current address on the application form. Employees must be able to be contacted and should be available to return to work at any time while on the Voluntary Extended Absence. If there are insufficient volunteers to return to work early, the Company may require employees on a Voluntary Extended Absence to return to work by inverse order of seniority within a work location and Market Business Unit.
7. Failure to return to work within five (5) scheduled work days after the original return to work date or the agreed upon early return to work date will constitute job abandonment, and the employee will be considered to have voluntarily terminated their employment with the Company as of their return to work date. Employees who are on a Voluntary Extended Absence will be returned to their former job title and work location. The Company may allow an employee on Voluntary Extended Absence to return to work early should a written request be made by the employee.
8. If there continues to be a temporary surplus condition in a job title and work location, the Company will again invoke the notice and application procedure outlined in Paragraphs 1, 3 and 4 prior to granting a Voluntary Extended Absence to employees in accordance with paragraph 5.
9. Employees on a Voluntary Extended Absence will continue to accrue seniority and continue to receive the same level of Company benefits being provided to Bargaining Unit employees with the exception of Sickness and Accident Disability benefits during the period of their Voluntary Extended Absence. Employees who apply for and are accepted for a Voluntary Extended Absence will remain on the active payroll, but will be in a non-paid status. Employees who participate in this plan for more than 60 days that have benefit plans requiring contributions will receive coupons to pay their premiums. If the


premiums are not paid, their coverage for that plan (for example Long Term Care) will be cancelled. They will be able to enroll prospectively upon their return to work. Employees who participate in this plan for less than 60 days, and who are currently enrolled in a benefit plan requiring premiums, will have those premiums deducted upon their return to work.

10. Employees on a Voluntary Extended Absence may elect to be paid for a portion of their unused vacation eligibility after returning to work. Vacation not scheduled maybe taken based on the needs of the business or may be carried over to the following year in accordance with the provisions of Article 23.12 of the 2009 Collective Bargaining Agreement and the Memorandum of Agreement: Carry Over Vacation. The following schedule will apply for employees electing to be paid for unused vacation:

Duration of Voluntary Extended Absence	Pay available in Lieu of Vacation
30 Days	3 Days
31-60 Days	1 Week
61-90 Days	8 Days
91-120 Days	2 Weeks

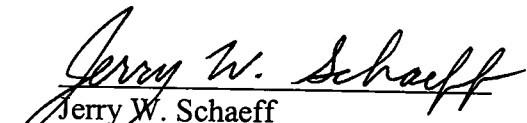
11. The Voluntary Extended absence procedure is a means to relieve temporary force surplus conditions and is not intended to be a substitute for permanent force adjustments. This procedure does not limit in any way the Company's rights to adjust, transfer, or assign the work force, as the needs of the business require, nor does it affect the Union's legal right to engage in effects bargaining in circumstances where such rights arises.
12. Employees on a Voluntary Extended Absence are not eligible to apply for unemployment compensation under this voluntary leave program.

Sincerely,



Randall S. White
Assistant Vice-President – Labor Relations

Acknowledged:



Jerry W. Schaeff
Administrative Director
Communications Workers of America
District 4



Randall S. White
Assistant Vice President
Labor Relations - Midwest

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April 5, 2009

Mr. Jerry W. Schaeff
Administrative Director
Communications Workers of America, AFL-CIO
20525 Center Ridge Road
Room 700
Cleveland, Ohio 44116

RE: VSIPP Opt Out

Dear: Mr. Schaeff:

This letter confirms the agreement reached regarding surplus employees' ability to be excluded/Opt out of "outside technical jobs." The Company and the Union agree to the following:

- Surplus Employees will have the option to be excluded from job offers for the following job titles ("Outside Technical Jobs"):
 - Customer Services Specialists
 - Service Technician
 - Construction Technician
 - Communications Technician
 - Pay Phone Services Associate
 - Outside Plant Technician
- Surplus Employees electing to opt out of Outside Technical Jobs must make the election at the time the Surplus Transfer Request form is submitted. Such elections must be in writing.
- When Surplus Employee is matched to a VSIPP candidate job requiring pole training, he/she will be transferred to the appropriate Market Business Unit. The matched VSIPP candidate will remain in place until the Employee passes pole training.
- Surplus Employees who accept a job requiring pole climbing and fail to pass or complete training will be separated from the Company without Termination Payments or any other Article 26 consideration. VSIPP candidates who were matched to a Surplus Employee who subsequently fails pole training will have his/her acceptance to leave under the provisions of VSIPP cancelled.

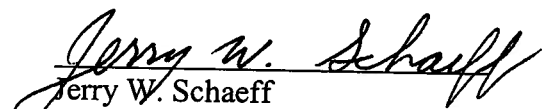
This letter will remain in effect through the expiration of the 2009 Collective Bargaining Agreement unless otherwise agreed by the Parties in writing.

Sincerely,



Randall S. White
Assistant Vice-President – Labor Relations

Acknowledged:



Jerry W. Schaeff
Administrative Director
Communications Workers of America
District 4

:



Randall S. White
Assistant Vice President
Labor Relations - Midwest

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April 5, 2009

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Administrative Director
Communications Workers of America, AFL-CIO
20525 Center Ridge Road
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Cleveland, Ohio 44116

RE: CVS Retail Option

Dear Mr. Schaeff:

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

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

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

Sincerely,

Randall S. White
Assistant Vice-President – Labor Relations

Acknowledged:

Jerry W. Schaeff
Administrative Director
Communications Workers of America
District 4



Randall S. White
Assistant Vice President
Labor Relations - Midwest

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Administrative Director
Communications Workers of America, AFL-CIO
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Cleveland, Ohio 44116

RE: Special Pension Window Benefit

Dear Mr. Schaeff:

This letter confirms understandings reached by the Company and the Union during the course of 2009 Collective Bargaining discussions regarding the special pension window benefit for certain employees covered by the Agreement.

Article 16 of the 2009 CWA Core Collective Bargaining Agreement changes the definition of Applicable Interest Rate and Applicable Mortality Table to implement the changes prescribed by the Pension Protection Act of 2006 effective for distributions on and after January 1, 2012. AT&T Midwest and CWA District 4 have agreed to provide a special pension window benefit for participants in the AT&T Pension Benefit Plan – Midwest Program (“Program”) covered by the 2009 CWA Core Collective Bargaining Agreement and all appendices thereto (collectively, the “Agreement”). This special benefit will provide for an extension of the Program’s GATT Interest Rate and the Program’s GATT Mortality Table for purposes of calculating lump sums under the Program to Eligible Participants described below.

“Eligible Participants” will be those that meet all of the following criteria:

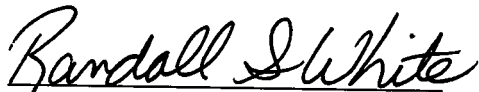
- Are covered by the Agreement as of their date of termination,
- Satisfy the Modified Rule of 75 as of their date of termination,
- Have a date of termination on or before March 31, 2012, and
- Have a benefit commencement date under the Program beginning January 1, 2012 through and including March 31, 2012.

Under this special pension window benefit, for those who elect a lump sum distribution, the monthly pension for Eligible Participants determined as of the employee’s date of termination will be converted to a lump sum based on the employee’s age, the Program’s GATT Interest Rate and the Program’s GATT Mortality Table, applicable at the time of payment.

This agreement to provide this special pension window benefit expires March 31, 2012, at which time this extension will be eliminated and the terms of the Agreement will become effective for all Eligible Participants.

Please confirm your understanding of these discussions by signing and returning a copy of this letter to me.

Sincerely,



Randall S. White

Assistant Vice-President – Labor Relations

Acknowledged:



Jerry W. Schaeff

Administrative Director

Communications Workers of America

District 4



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Mr. Jerry W. Schaeff
Administrative Director
Communications Workers of America, AFL-CIO
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RE: Phased Schedule

Dear Mr. Schaeff:

This is to confirm our agreement and understanding related to those provisions of the tentative agreement executed on July 15, 2009 related to the phase-in schedule of the Applicable Interest Rate set forth in Article 16.01(2)(A)(ii). The phased schedule of Article 16.01(2)(A)(ii) which was bargained and agreed to by the parties shall survive the expiration of the 2009 core collective bargaining agreement between the company and the union.

With the exception of the phased schedule of Article 16.01(2)(A)(ii) set forth above, at the expiration of the 2009 core bargaining agreement the CWA retains the right to bargain over all other matters related to the provisions of the pension plan.

Sincerely,

Randall S. White
Assistant Vice-President – Labor Relations

Acknowledged:

Jerry W. Schaeff
Administrative Director
Communications Workers of America
District 4



Randall S. White
Assistant Vice President
Labor Relations - Midwest

AT&T Services, Inc.
2000 W. AT&T Center Drive
Location 2H70G
Hoffman Estates, IL 60192-5000

T: 847.248.6700
F: 847.248.8844

April 5, 2009

Mr. Jerry W. Schaeff
Administrative Director
Communications Workers of America, AFL-CIO
20525 Center Ridge Road
Room 700
Cleveland, Ohio 44116

RE: PPO Administrator

Dear Mr. Schaeff:

This letter confirms understandings reached by the Company and the Union during the course of 2009 Collective Bargaining discussions regarding the PPO network for the Ameritech Comprehensive Health Care Plan.

While AT&T will have the right to select the most appropriate claims administrator and associated provider network for the medical plan, the Company commits that if it should contemplate such a change for the Midwest Region, the following guidelines will be included and met prior to implementation of any new PPO network administrator.

Alternate provider networks will be evaluated relative to the incumbent network, and the criteria for an alternate provider network will include minimum provider panel overlap of 90% for primary care physicians (PCPs) and Specialists. Provider panel overlap is defined as the percentage of PCPs and Specialists in the incumbent provider network that are also in the alternate provider network. The network area for comparison is Illinois, Indiana, Wisconsin, Ohio and Michigan.

Please confirm your understanding of these discussions by signing and returning a copy of this letter to me.

Sincerely,

Randall S. White
Assistant Vice-President – Labor Relations

Acknowledged:

Jerry W. Schaeff
Administrative Director
Communications Workers of America
District 4

MEMORANDUM OF AGREEMENT

VIDEO SITE OPERATIONS MANAGERS

This Memorandum of Agreement ("Memorandum") covers the agreement reached between AT&T Inc. ("Company") and the Communications Workers of America, AFL-CIO ("Union") concerning the Company's recognition of the Union to represent the employees in the job title of Video Site Operations Manager ("VSOM"). The Company and the Union (collectively the "Parties") hereby agree as follows:

- a. Subject to the provisions which follow, the Parties agree that the employees in the VSOM job title in a Video Hub Office will be hereafter included in the bargaining unit covered by the 2008 National Internet Contract between the Union and SBC Internet Services, Inc. ("NIC Agreement"). Except as provided in paragraph (b) herein, the VSOM's shall be reclassified under the NIC Agreement as Video Site Operations Technicians ("VSOT") and shall be paid in accordance with wage schedule 16 and receive the level of benefits applicable to Customer Assistants covered by the Memorandum of Agreement Tier 1 DSL Support – Customer Assistant, all contrary provisions of the NIC Agreement notwithstanding. VSOM's reclassified as VSOT's pursuant to this Memorandum will be placed on wage schedule 16 at the lowest step that does not result in a loss of pay, except that those who are paid in excess of the top pay of wage schedule 16 shall not suffer a loss of pay as a result of the reclassification, but will not be eligible for any wage increase until their compensation falls below the top pay of wage schedule 16.
- b. All employees in the VSOM job title as of the effective date of this Memorandum will remain classified as a VSOM and excluded from Union representation under the NIC Agreement, if they so desire, for as long as they continue to remain in the VSOM job title in their present work assignment (i.e., service area). Any subsequent employee initiated change of job to another job title within the bargaining unit covered by the NIC Agreement or employee initiated change of VSOM work assignment will terminate this exclusion for the employee involved, who will then become Union represented, be reclassified as a VSOT, and become subject to the terms of the NIC Agreement. If the Company determines there is a need to replace any VSOM employees so excluded, the replacement will be a VSOT employee, will be part of the bargaining unit covered by the NIC Agreement and will be subject to Union representation and to the terms and conditions of such Agreement. All VSOT employees, including new hires, will receive the wages and benefits provided for reclassified VSOM's in paragraph a above.
- c. The Union promises and agrees that, in connection with any arbitration or legal or administrative suit, proceeding or charge arising subsequent to the effective date of this Agreement between the Union and the Company or any of its subsidiaries or affiliates, including but not limited to any proceeding

before the National Labor Relations Board or its delegate, the Union hereby waives any claim, allegation or argument, and agrees to refrain from presenting this Agreement as evidence in support of any claim, allegation or argument, that the company and/or any of its current or future subsidiaries, and/or their divisions, units, agents or affiliates, are or have been a single employer, joint employers, accretions or alter egos with respect to each or any of them, or that any bargaining unit(s) consisting of employees of any AT&T Company(s) 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, to the extent that any such claim, allegation or argument is based upon:

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

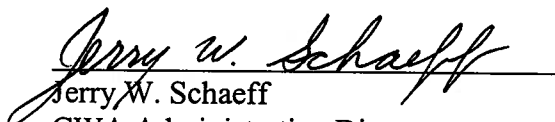
provided, however, that this paragraph shall not be construed as having any effect on the Union's right or the Company's obligation, to the extent the same may exist under applicable law and/or any preexisting collective bargaining agreement(s), to negotiate changes in the terms and conditions applicable to such transfers. The provisions of this paragraph shall survive the expiration of the remainder of this Agreement, and shall have full force and effect until specifically voided by mutual written agreement of the parties.

- d. Nothing in this Memorandum applies to VSOM employees located in the State of Connecticut.

This Memorandum of Agreement will remain in effect through April 7, 2012.


AGREED:

FOR THE UNION:


Jerry W. Schaeff
CWA Administrative Director

April 5, 2009
Date

FOR THE COMPANY:


Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009
Date


COVER SHEETS FOR THE NATIONAL MEMORANDA OF AGREEMENT

As previously agreed, the following three documents are the cover sheets to corresponding National Memoranda of Agreement that are contained in the 2009 Collective Bargaining Agreement as part of Appendix A. These cover sheets will remain outside the contract and are as follows:

- National Transfer Plan
- Presidential Council
- Neutrality and Card Check Recognition

AGREED:


FOR THE UNION:


Jerry W. Schaeff
CWA Administrative Director

April 5, 2009

Date

FOR THE COMPANY:


Randall S. White
Assistant Vice President – Labor Relations

April 5, 2009

Date

Cover sheet for National Transfer Plan

The Company agrees to modify the current external job posting system to provide for employees who chose to participate in the attached National Transfer Plan as an IMF or CSE participant as follows:

- Positions will advertise in the system for a minimum of seven (7) calendar days
- Employees will have the ability to indicate their interest in the position as an IMF or CSE candidate via the online system
- The system will be accessible to employees from both inside and outside of the AT&T firewall.
- Employees will have the ability to contact the regional employment office to determine the status of a position for which they indicated interest.

The Company commits that the above noted modifications will be completed as soon as possible but no later than June 1, 2010. Furthermore, during the development of the system the Company agrees to host periodic calls with representatives from the CWA Districts and C&T Staffs to discuss the implementation status and system roll out. Until agreed to and ratified by C&T and the CWA Districts participating in 2009 Core Collective Bargaining, those bargaining units will not be eligible to participate in the National Transfer Plan.

Cover sheet for Presidential Council

The Company agrees to enter into the Memorandum of Agreement – Presidential Council attached to this proposal only to the extent it is agreed upon and ratified, without modification, by all applicable CWA districts, C&T and companies involved in 2009 Core Collective Bargaining. Upon ratification, the Memorandum of Agreement – Presidential Council will be administered on a national basis by the CWA and AT&T.

Cover sheet for Neutrality and Card Check Recognition

The Company agrees to enter into the card check agreement attached to this proposal only to the extent it is agreed upon and ratified, without modification, by all applicable CWA districts, C&T and companies involved in 2009 Core Collective Bargaining, with the exception of all the BellSouth Companies, to whom this agreement does not apply. Upon ratification, the card check agreement will be administered on a national basis by the CWA and AT&T.