

**AT&T MOBILITY TO AT&T SOUTHWEST
TRANSFER PLAN**

In response to the CWA's concern for its members' employment security and its interest in allowing members in AT&T Mobility to obtain continued employment opportunities in the AT&T Southwest Core bargaining unit, CWA District 6 and AT&T Southwest agree to use the following process to enable AT&T Mobility employees in District 6 to transfer to the AT&T Southwest Core bargaining unit:

1. AT&T Mobility employees will have the opportunity to indicate interest for open positions in the AT&T Southwest Core bargaining unit.
2. Eligible employees will receive priority placement before external hires after regional contract processes for any AT&T Southwest Core bargaining unit job for which they qualify. The qualification criteria utilized will be the same qualification criteria utilized for the regional contract processes.
3. In situations where there are equally qualified employees eligible for and interested in same positions in the AT&T Southwest Core bargaining unit, eligible employees will be offered the position in order of seniority. If needed, the tie breaker for employees with the same seniority will be the last four digits of their social security number with the higher number being the more senior.
4. When a bargained-for employee moves to the AT&T Southwest Core bargaining unit covered under this agreement, treatment of vacation time, the Designated Holiday (DH), Floating Holidays (FHs), and Excused Work Days (EWDs) or their equivalent (collectively, "covered time") will be treated as follows:
 - a. An employee will be eligible for covered time for the current vacation year in the AT&T Southwest Core bargaining unit based on the existing labor agreements applicable to that bargaining unit. Any covered time already taken at AT&T Mobility will be deducted from equivalent covered time for which the employee is eligible in the AT&T Southwest Core bargaining unit; the remaining covered time will be scheduled subject to needs of the business.
 - b. Covered time carried over from the prior vacation year must be disposed of, i.e., paid in lieu of or taken at AT&T Mobility.
 - c. In no case will an employee's movement under this agreement result in the double payment for covered time.
5. Employees selected to fill openings in accordance with terms outlined above will have their Term of Employment (TOE, which was previously known as Net Credited Service or NCS) or Seniority at the departing company recognized by the receiving Company's pension plan or program, subject to the receiving Company's service bridging rules. However where pensions are applicable, the TOE or Seniority will be

recognized by the receiving company's pension program only for vesting, participation and eligibility service purposes, but not pension credit or accrual purposes. Further, the service performed at the receiving company will be counted in the departing company's pension plan or program, but only for vesting, participation and eligibility purposes (not for pension credit purposes). In no event will a period of service count as pension credit or accrual service in more than one AT&T pension plan or program (in other words, no double counting of service for pension credit or accrual purposes).

6. Employees transferred on or after the effective date of this agreement will be treated as new hires with respect to all benefit plans, programs and/or policies in the AT&T Southwest Core bargaining unit pursuant to the terms and conditions of the plans, programs and/or policies applicable to new hires under the 2009 CWA/AT&T Southwest Labor Agreements and in effect on the employees' transfer date.
7. Employees transferring to the AT&T Southwest Core bargaining unit from AT&T Mobility under this agreement will not be eligible for the Employment Security Commitment MOA or the Extended Employment Opportunity Period MOA under the 2009 CWA/AT&T Southwest Labor Agreements.
8. The Union agrees that it will not seek to alter any existing bargaining units in any AT&T Company on the basis of any movement or transfer of employees between said companies as a result of this agreement. Further, the Union will not, on the basis of this Agreement or change in operations or practices made by Participating Companies as a result of this agreement, in any pleading, petition, complaint or proceeding before the National Labor Relations Board, an arbitrator or panel of arbitrators, or any court, assert, claim, charge or allege that such companies are a single or joint employer or enterprise, alter egos, accretions or successors of one another, or that any bargaining units of said entities represented by or sought to be represented by the Union are a single bargaining unit, or are or should be otherwise altered in their scope or composition. This commitment on the part of the Union will survive the expiration of this agreement, unless and until such time as this commitment is terminated by the mutual written agreement of the parties.
9. Notwithstanding any other provision to the contrary, this agreement and any actions under it are not subject to arbitration.
10. This agreement expires April 6, 2013 unless extended in writing by the CWA and AT&T Southwest.

9. Notwithstanding any other provision to the contrary, this agreement and any actions under it are not subject to arbitration.
10. This agreement expires April 6, 2013 unless extended in writing by the CWA and AT&T Southwest.

3
TH
3/4/12
3/4/2012
March 1, 2012

Mr. Claude Cummings, Jr.
Vice President, CWA District 6
1801 Southwest Parkway, Suite 145
Austin, Texas 78735

Re: Employee transfers from AT&T Mobility to AT&T Southwest

Dear Mr. Cummings:

The purpose of this letter is to obtain an agreement from CWA District 6 allowing qualified AT&T Mobility employees in District 6 the opportunity to transfer to the bargaining unit covered by the 2009 CWA/AT&T Southwest Labor Agreements, subject to ratification of the 2012 Labor Agreement between AT&T Mobility and CWA (the "2012 CWA/Mobility Agreement").

Subject to ratification of the 2012 CWA/Mobility Agreement, qualified represented employees covered by that agreement will be allowed to voluntarily transfer into vacancies within the bargaining unit covered by the 2009 CWA/AT&T Southwest Labor Agreements when such vacancies are located in the states currently represented by CWA District 6, pursuant to this letter and the process set forth in the attachment to this letter. Processes related to the transfer of employees covered by this agreement not specified in the attachment will be treated as if the employee transferred under the IMF portion of the National Transfer Plan. (NTP).

This agreement will become effective on the ratification date of the 2012 CWA/Mobility Agreement and will remain in effect up to and including April 6, 2013, assuming the parties' reach a timely tentative agreement on the 2012 CWA/Mobility agreement and it is ratified the first time it is considered for a ratification vote. Please sign below and return and copy of this letter to me if you agree with the above terms and conditions. Thank you.

Sincerely,

Joe Croci
Vice President - Labor Relations

Agreed: _____

By: _____

Date: _____

14
3/4/12
3/4/12
March 1, 2012

Claude Cummings
Vice President, CWA District 6
4801 Southwest Parkway, Suite 145
Austin, TX 78735

Dear Mr. Cummings:

Subject to reaching a tentative agreement and subsequent ratification of the 2012 Labor Agreement between AT&T Mobility LLC and the Communications Workers of America District 6 ("2012 Labor Agreement") by March 30, 2012, represented employees currently covered by the 2009 CWA/AT&T Southwest Labor Agreements will be allowed to voluntarily transfer into vacancies within the bargaining unit at AT&T Mobility when such vacancies are located in the states currently represented by CWA District 6. For purposes of this Agreement, these employees are referred to as Transferees.

Transferees interested in these vacancies will be considered after priority consideration is afforded to employees laid off from the AT&T Mobility bargaining unit in accordance with the 2012 Labor Agreement. Transferees who are qualified for the particular vacancy will receive consideration prior to off-street applicants in accordance with the terms of the 2012 Labor Agreement. When AT&T Mobility bargained personnel and Transferees apply for the same vacancy, both will be considered for the vacancy in question. The applicant whom the Company deems most qualified will be selected. If an AT&T Mobility bargained employee and a Transferee both have qualifications that, in the judgment of the Company, are relatively equal, the AT&T Mobility bargained employee will be selected for the vacancy.

When a Transferee is selected for a position covered by the 2012 Labor Agreement, he/she will be transferred using the same processes that are currently applicable to AT&T Mobility bargained personnel who transfer within AT&T Mobility jobs. The Transferee's Net Credited Service from the departing company will be recognized at AT&T Mobility under the following contractual provisions:

Article 3, Classification of Employees, Reclassification of Employees

Article 7, Grievance, Eligibility

Article 9, Arbitration, Eligibility

Article 11, Seniority, NCS Tie Breaker

Article 12, Hours of Work - Schedules

Article 13, Work Assignments - Job Selection

Article 14, Force Adjustment - Force Rearrangement

Article 21, Absences - Illness Waiting Period

Article 22, Vacation - Scheduling

Article 23, Holidays - Scheduling

Article 24, Excused Days With Pay - Scheduling

Transferees transferred on or after the effective date of this Agreement will be treated as new hires with respect to all benefit plans, programs and/or policies at AT&T Mobility pursuant to the terms and conditions of the plans, programs and/or policies applicable to AT&T Mobility employees in CWA District 6 in effect on the Transferees' transfer date.

When a Transferee transfers into a position covered by the 2012 Labor Agreement treatment of his/her vacation time, Designated Holidays, Floating Holidays, and Excused Days with Pay or their equivalent (collectively, "contractual time") will be treated as follows:

- a. A Transferee will be eligible for contractual time for the current calendar year in the AT&T Mobility bargaining unit based on the terms of the 2012 Labor Agreement. Any contractual time already taken under the 2009 CWA/AT&T Southwest Labor Agreements or their successor contracts will be deducted from the equivalent contractual time for which the employee is eligible in the AT&T Mobility bargaining unit. Any remaining contractual time will be scheduled subject to needs of the business.
- b. Contractual time carried over from a prior calendar year must be taken before the Transferee transfers into the AT&T Mobility bargaining unit or paid in lieu.
- c. In no event will an employee's movement under this Agreement result in the double payment or allocation of contractual time.

The Union agrees that it will not seek to alter any existing bargaining units in any AT&T Company on the basis of any movement or transfer of employees as a result of this Agreement. Further, the Union will not, on the basis of this Agreement or change in operations or practices made by the Participating Companies¹ as a result of this Agreement, in any pleading, petition, complaint or proceeding before the National Labor Relations Board, an arbitrator or panel of arbitrators, or any court, assert, claim, charge or allege that such companies are a single or joint employer or enterprise, alter egos, accretions or successors of one another, or that any bargaining units of said entities represented by or sought to be represented by the Union are a single bargaining unit, or are or should be otherwise altered in their scope or composition. This commitment on the part of the Union will survive the expiration of this

¹ The term "Participating Companies" refers to wholly-owned subsidiaries of AT&T, Inc. For this Agreement, the Participating Companies are AT&T Mobility, LLC; Southwestern Bell Telephone Company; SBC Advanced Solutions, Inc.; AT&T Datacomm, Inc.; AT&T Operations, Inc.; AT&T Services, Inc.; and SBC Telecom, Inc., to the extent such companies operate in the states currently represented by CWA District 6.

Agreement, unless and until such time as this commitment is terminated by the mutual written Agreement of the parties.

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

This Agreement will become effective on the ratification date of the 2012 Labor Agreement assuming the deadline set forth above is met. If this condition is not satisfied, this offer is deemed withdrawn. Once effective, this agreement will remain in effect up to and including February 19, 2016.

Sincerely,

Neil Keith
Vice President of Labor Relations
AT&T Mobility, LLC

Agreed and Accepted by:

Claude Cummings
Vice President, CWA District 6
Date



DMDR Chargebacks

February xx, 2012

Mr. Mike Neumann
CWA Staff Representative
CWA District 6
10733 Sunset Office Drive, Suite 201
Sunset Hills, MO 63127

Handwritten notes:
3-23-12 5:40 PM
3-23-2012

Dear Mr. Neumann:

Subject to ratification of the ~~2008~~ 2012 Labor Agreement between AT&T Mobility and the Communications Workers of America, the Company agrees that it will not rely upon "Chargebacks" that occur more than 91 days from the date of the initial sale as a basis to issue quota-related discipline to employees who fail to attain quota at the Company's DMDR Center located in Dallas, Texas.

Sincerely,

Steve Frost
Executive Director Labor Relations

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CWA must undertake all precautions to secure from inadvertent or improper disclosure



February xx, 2012

Mr. Mike Neumann
CWA Staff Representative
CWA District 6
10733 Sunset Office Drive, Suite 201
Sunset Hills, MO 63127

Handwritten notes:
1-23-12 5:15P
2-23-12
1/24
10733
10733

Dear Mr. Neumann:

During 2008 bargaining we had discussion about employees with work locations involved in CWA jurisdictional disputes. The employees work in two Mobility corporate owned retail locations located at:

6423 North Illinois Street
Fairview Heights, IL 62208

947 North Illinois State Route 3
Waterloo, IL 62298

Employees located at the corporate owned retail locations above will be assigned to the ~~2008~~ 2012 Labor Agreement (Purple - District 6 Agreement). Should either of these corporate owned retail locations relocate during the life of this agreement and remain in either Fairview Heights or Waterloo, the employees will continue to be covered under the terms of the ~~2008~~ 2012 Labor Agreement. All other terms and conditions of the ~~2008~~ 2012 agreement apply.

Sincerely,

Steve Frost
Executive Director Labor Relations

New Employees Entering Bargaining Unit

February xx, 2012

Mr. Mike Neumann
CWA Staff Representative
CWA District 6
10733 Sunset Office Drive, Suite 201
Sunset Hills, MO 63127

Handwritten notes:
3/21/12
2/21/2012
[Illegible signature]

Dear Mr. Neumann:

Subject to ratification of the ~~2008~~ 2012 Labor Agreement between AT&T Mobility, LLC and the Communications Workers of America, the Company agrees to notify the Union, in writing, when new employees enter the Bargaining Unit by the end of the month in which any such employee(s) is hired.

Sincerely,

Steve Frost
Executive Director Labor Relations



New Employee Orientation

February xx, 2012

Mike Neumann
CWA Staff Representative
CWA District 6
10733 Sunset Office Drive, Suite 201
Sunset Hills, MO 63127

Handwritten notes:
[unclear] 2-23-12
[unclear] 2-23-12

Dear Mr. Neumann:

AT&T Mobility and the Communications Workers of America, District 6 have agreed to the following procedures as they relate to New Employee Orientation to be jointly presented by representatives from the CWA and AT&T Mobility.

At each Orientation meeting conducted for new employees, the final hour and fifteen minutes will be dedicated to this joint presentation, and will be paid Company time.

The first fifteen minutes will serve as an opportunity for the local ~~HR Manager~~ ~~Company Representative~~ and CWA Representative to briefly discuss their job responsibilities, but more importantly to discuss their commitment to developing and maintaining a strong Union/Company relationship. Once they have done this, all non-bargained employees will be released to return to work.

All bargained employees will be asked to stay, and for the next hour, the CWA representative will have the opportunity to discuss the Union's role and its benefits, answer questions, and solicit new members.

Sincerely,

Steve Frost
Executive Director Labor Relations

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Sales Commissions

February xx, 2012

Mr. Mike Neumann
CWA Staff Representative
CWA District 6
10733 Sunset Office Drive, Suite 201
Sunset Hills, MO 63127

Handwritten notes:
1-23-12
2-23-2012

Dear Mr. Neumann:

Subject to ratification of the ~~2008~~ 2012 Labor Agreement between AT&T Mobility and the Communications Workers of America, it is the Company's objective in the payment of sales commissions pursuant to Article 19 of the Articles of Agreement to limit changes in annual sales commission plans to those required for competitive or business reasons as determined by the Company. While the highly competitive and dynamic nature of the Company's business does not allow the Company to commit to a limitation in sales commission changes, it is the Company's intent that any changes to sales commissions will be made in a manner that fairly recognizes both the contribution of the employees and the desire of the Company to outperform its competitors.

Sincerely,

Steve Frost
Executive Director Labor Relations

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Strategic Alliance Committee,

February xx, 2012

Mr. Mike Neumann
CWA Staff Representative
CWA District 6
10733 Sunset Office Drive, Suite 201
Sunset Hills, MO 63127

Dear Mr. Neumann:

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

Subject to the ratification of the ~~2008~~ 2012 Labor Agreement between AT&T Mobility, LLC and the Communications Workers of America (CWA), a renewed emphasis will be placed on Working Relations Committee (WRC) meetings. The intent of these meetings is to allow broad concerns of mutual interest to be discussed and resolved at a regional level.

Additionally, as a sign of commitment to the importance of Company-Union relationship, AT&T Mobility and CWA District 6 will continue to participate in the Strategic Alliance Committee which was originally established in 2000.

The Strategic Alliance Committee will have three primary objectives:

- To strengthen the Company's competitive position in the marketplace;
- Provide a forum for the Union to discuss various issues with leaders of the business; and,
- Discuss and trial creative and innovative labor relations approaches to complex challenges in this competitive market.

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The Strategic Alliance Committee structure will be as follows:

1. The Strategic Alliance Committee will be comprised of 4 representatives from the Union and 4 representatives from the Company plus a chairperson for each side. Company representatives may consist of regional leadership from functional areas such as Customer Service, Company-Owned Retail Operations, Network, and Human Resources. The Company and Union will determine who will participate for their respective sides.
2. The Strategic Alliance Committee will meet at least two times per year but may be convened more frequently upon the mutual agreement of the parties.
3. As appropriate and when mutually agreed to, the Strategic Alliance Committee may establish ongoing joint committees, ad hoc committees, etc. for the purpose of addressing specific areas for review and recommendations.
4. Recommendations of committees jointly established in number 3 above will be submitted to the Strategic Alliance Committee for consideration.

Nothing in this letter shall release or change the duties and rights of either party as provided in their Collective Bargaining Agreement dated February 06, 2012

Sincerely,

Steve Frost
Executive Director Labor Relations

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Memorandum of Agreement/
District 6 and AT&T Mobility
~~Expedited-Fast Track~~ Arbitration Resolution Process
Discipline Cases Only

1. Time limit for total presentation: Each side shall be limited to a total of one and one-half (1.5) hours for opening, closing, and witness examination (both cross and direct); Arbitrator will keep track of time limits and offer appropriate equity as situations require. No matter shall generally exceed total time of 3.5 hours from start to finish.
2. Witnesses: Both sides shall be limited to a total of three (3) witnesses each. Parties must exchange their witness list for each pending matter two (2) work days before the scheduled hearing.
3. Location: To participate, District 6 must have at least two (2) pending arbitration demands. Arbitration hearing will be held in a mutually agreeable location.
4. Evidence: Same rules of evidence as those utilized in typical discipline cases; given the time limits, liberal introduction of evidence should be expected and objections discouraged.
 - a. Each side shall submit to the Arbitrator and the opposing side a one page written summary not to exceed five hundred (500) words on each matter to be heard. Each submission shall be exchanged by email to the designated representative for each side two (2) business days prior to the scheduled hearing date.
5. Closing and Decision: In lieu of briefs, both sides will present short closing arguments consistent with the above-referenced time limitations whereupon the Arbitrator can recess the hearing for fifteen (15) minutes then announce his/her decision.
 - a. The Parties will agree to a form to be used by the Arbitrator to announce his/her decision.
 - b. All decision(s) rendered through this process shall be non-precedent setting and neither side may use a decision from this process in other grievance or arbitration matters.
 - c. The Arbitrator's decision on each matter submitted to this process shall be final and binding.
6. Eligibility: Both sides must mutually agree to utilize this expedited process for a particular grievance; the grievance must be capable of resolution given the limitations set forth for the expedited process.

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7. Arbitrator Selection/Fee: The Parties will mutually agree to the Arbitrator who must be picked from the existing panel for the particular CWA District where the expedited proceeding will take place; both sides will equally share the cost of the Arbitrator's fees and costs.
- a. The Expedited Process ordinarily contemplates two (2) matters to be heard for a single day/single fee arrangement.
8. Scheduling/Number of Grievances Considered: All Arbitrators participating in the process must agree to hear a minimum of two (2) grievances per day; the parties must mutually agree upon the grievances at the time of scheduling the expedited hearing.
9. Resolution Process:
- a. This Resolution Process may only be used for discipline related issues; contract grievances are excluded.
- b. This Process is not subject to the grievance and arbitration articles provided in the Regional Collective Bargaining Agreement between the parties.

Communications Workers of America

AT&T Mobility, LLC

By: _____
Mike Neumann
CWA Staff Representative
Communications Workers of America
District 6

By: _____
Steve Frost
Executive Director Relations
AT&T
Labor Relations Mobility

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Memorandum of Agreement
Regarding CWA Internal Appeal Process
For Arbitration

[Handwritten signatures and dates]
2-23-2012
2-23-2012

Subject to ratification of the 2008 AT&T Labor Agreement between AT&T Mobility, LLC and the Communications Workers of America, District 6:

1. Whenever the Union, ~~during the term of this trial~~, notifies the Company in writing of its election to arbitrate a grievance pursuant to Article 9, Arbitration, of the applicable Articles of Agreement, and in the same writing also notifies the Company: (1) that the election to arbitrate is involved in the Union's internal appeal process, and (2) that the notice of election to arbitrate is therefore being given solely to preserve the Union's right to arbitrate in the event that the appeal is upheld, the parties agree that the running of the 60-day time limit provided for in Section 3 of said Article 9 shall be frozen as of the date the Company receives said notice, but in no event should the notice be "frozen" for longer than one (1) year.
2. With respect to any grievance as to which notice is given to the Company in accordance with the terms of Paragraph 1, above, the Union shall notify the Company promptly in writing of the outcome of its internal appeal process, and at the same time:
 - a) If the appeal is upheld, the Union shall also notify the Company of its intent to proceed to arbitration, and the running of the 60-day time limit provided for in Section 3 of Article 9, Arbitration, of the applicable Articles of Agreement, shall resume as of the date upon which the Company receives this notice.
 - b) If the appeal is denied, the Union shall also notify the Company of withdrawal of its previous notice of election to arbitrate the subject grievance.

[Faded handwritten text, possibly a note or signature]

Communications Workers of America

AT&T Mobility, LLC

By: _____
Mike Neumann
CWA Staff Representative
District 6

By: _____
Steve Frost
Executive Director Relations
Labor Relations Mobility

Memorandum of Agreement
Four Day Work Week

Handwritten notes:
1, 2, 3, 4, 5, 6, 7
2008-2011

1. In certain administrative work units or work groups, it may be beneficial to employees and in the best interests of the business to establish a four-day-per-week, ten-hours-per-day (four-day work week) scheduled as a normal work week.
2. The provisions of the ~~2008~~ 2011 Labor Agreement and any other applicable existing Union-Management agreements will continue to apply to bargaining unit employees on four-day work week schedules.
3. Management will notify the appropriate CWA Local(s) seven (7) working days in advance of the implementation of a four-day-work week schedule. Management will share business reasons supporting the implementation and also administrative procedures that will be used. If requested by the CWA Local(s), Management will meet with the CWA Locals(s) to consider any suggestions they may have for improving the implementation and/or administration of the four-day work week.
4. Should Management implement a four-day work week, participation by the affected employees will generally be on a voluntary basis. In the event that there are not enough volunteers to meet shift requirements, shifts will be filled by assigning employees in inverse seniority.
5. The normal work week shall consist of four ten-hour tours. Sessions shall be no less than four (4) hours or more than six (6) hours in length. Employees who are scheduled on a four-day, ten-hour work week shall be permitted one (1) additional ten (10) minute break per day. Such breaks shall be scheduled at the discretion of the Company.
6. Employees electing to take day-at-a-time vacations will do so on a four-day, ten-hour basis. Individual vacation days may also be taken in half-day increments. When changes to or from four-day work week schedules occur, unused day at a time vacation will be first be divided into full or half-days if possible.
7. If remaining balances are less than the required minimum increments as outlined in the Labor Agreement, that balance must be taken as one complete block of time.
 - EWP - available only to employees whose remaining EWP balance is one hour.
 - VAC - available only to employees whose remaining VAC balance is fewer hours than a scheduled half-day workday.
 - FHE - available only to employees whose remaining FHE balance is fewer hours than a scheduled full day workday.

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- DHE – available only to employees whose remaining DHE balance is fewer hours than a scheduled full day workday.
3. A maximum of seven (7) Authorized Holidays shall be compensated for on an eight-hour basis. During a week that an Authorized Holiday occurs the employee's work scheduled will revert to a five (5) day eight (8) hour schedule.
 9. Eligible employees must schedule the Floating Holidays and the Designated Holidays in eight (8) hour increments. The remaining two (2) hours may be substituted with two (2) hours EWP, two (2) hours excused with no pay, or other scheduled adjustments.
 10. Eligible employees will qualify for up to thirty-two (32) hours of Excused Work Days which may be taken as either up to three (3) paid Excused Work Days or two (2) paid Excused Work Days and six (6) two-hour increments. All Excused Work Days may be taken in two-hour increments.
 11. An Illness waiting day, as provided in Article 21, Absences, Section 6, Illness and Injury, of the Labor Agreement will be an absence of at least one (1) session from scheduled time. Likewise, an absence of a full day will be paid on a ten-hour basis.

Communications Workers of America

AT&T Mobility, LLC

By: _____
 Mike Neumann
 CWA Staff Representative
 District 6

By: _____
 Steve Frost
 Executive Director Relations
 Labor Relations Mobility

MEMORADNUM OF AGREEMENT
REGARDING VOLUNTARY RECOGNITION
February 25, 2008

Handwritten notes: 1/25/2012, [unclear]

This Agreement between AT&T Mobility, LLC ("Company") on behalf of itself and its affiliates and District 6 of the Communications Workers of America ("Union" or "CWA") pertains to those domestic wireless markets operated by the Company. Whereas the Company wishes to minimize disruption to the orderly conduct of the Company's day-to-day business, it agrees to a voluntary recognition process pursuant to the terms of this Agreement.

1. Applicability Clause

(a). The Company's voluntary recognition of the Union provided for by this Agreement shall be applicable to non-management employees of the Company whose classifications and actual work performed place them within the jurisdiction of the existing collective bargaining agreements between the parties as part of such Agreements' appropriate bargaining units, except as to those employees who are excluded therein and in this Agreement.

(b). As used herein, "the Company" means the domestic wireless services business operation of AT&T Mobility, LLC and does not include joint ventures, or new lines of business which the Company may enter into outside of its wireless telephone services operations.

(c). As used herein, "non-management" means employees who normally perform work in non-management job titles, as determined by the Company, in accordance with the statutory requirements of the National Labor Relations Act, as amended, and applicable decisions of the National Labor Relations Board and reviewing courts.

(d). The provisions of Subparagraph (a) herein, to the contrary notwithstanding, the parties further agree that any proposed bargaining unit shall exclude, but not by way of limitation, all outside sales employees where such employees are excluded in any particular labor agreement, and shall exclude, as well, professional, confidential, and managerial employees, guards and supervisors as defined in the National Labor Relations Act.

2. Voluntary Recognition Procedure

(a). When requested by the Union, the Company agrees to furnish the Union lists of employees in an appropriate bargaining unit in each applicable State which it seeks to represent. This list of employees will include the work location, job title, and home address (including the employee's home telephone number where available).

(b). The Voluntary Recognition Procedure shall be subject to the following:

1. The Union will request an Employee List from Company HQ Labor Relations.
2. The list will be supplied electronically within 10 calendar days where possible after request to the person identified by the union.
3. This list will be run based on the latest standardized employee report.
4. Only two lists will be supplied per 12 month period for the applicable unit as described in 2(c) below.
5. Only those cards dated within 60 days after the first signed card will be used by AAA to determine if the Union attained majority status (50% plus one) for voluntary recognition.
6. AAA will use the list of employees in the unit provided by the Company, reflecting unit employees as of the date of the first card filed with AAA, to determine if the union has attained majority status.

(c). The appropriate units for bargaining shall be consistent with the units established by the parties' bargaining history, pursuant to which they shall continue to be separated into the following units within each individual State and each unit including the job titles determined appropriate by the Company:

- Call Centers
- Inside Sales
- Outside Sales when such units are included in the particular labor agreement
- Network
- Information Technology

(d). The Union will give twenty-one (21) days' notice for access to Company locations. Access will be limited to a single sixty (60) day period during any twelve month period for each unit agreed upon or determined as provided herein.

(e). If either the Company or the Union believes that the established unit(s) for recognition as defined to above, is no longer appropriate due to organizational changes, the parties shall meet and confer in good faith for the purpose of re-defining the appropriate unit.

(f). In the event that the parties are unable to agree, after negotiating in good faith for a reasonable time, but not to exceed ninety (90) days, upon the redefinition of an appropriate unit, the issue of the description of such unit shall be submitted to arbitration. The Arbitration shall be confined solely to the determination of the appropriate unit for bargaining and shall be guided in such deliberations by the statutory requirements of the National Labor Relations Act and the precedential decisions of the National Labor Relations Board and Appellate reviews of such Board decisions. The parties agree that the decision of the Arbitrator shall be final and binding. The Company and the Union agree that the permanent arbitrator to hear disputes with respect to this sub-paragraph shall be Tom Angelo and the alternative arbitrator will be Richard Bloch. If either of these arbitrators cannot serve, the parties shall select an arbitrator from a list or lists of prospective arbitrators provided by the AAA.

(g). The Company agrees that the CWA shall be recognized as the exclusive bargaining agent for any bargaining unit(s) established under this Agreement not later than ten (10) days after receipt by the Company or written notice from the American Arbitration Association ("AAA") that the Union has presented valid authorization cards signed by a majority of the employees in such unit(s).

(h). As soon as practicable after the aforesaid recognition, the Parties agree that the newly recognized unit(s) shall be included within the existing and appropriate Labor Agreement between the Union and the Company with respect to wages, hours, and other terms and conditions of employment.

3. Neutrality

(a). The Company agrees, and shall so instruct all appropriate managers, that the Company will remain neutral and will neither assist nor hinder the Union on the issue of Union representation.

(b). For purposes of this Agreement, "neutrality" means that management shall not, within the course and scope of their employment by the Company, express any opinion for or against Union representation of any existing or proposed new bargaining unit, or for or against the Union or any officer, member or representative thereof in their capacity as such. Furthermore, management shall not make any statements or representation as to the potential effects or results of Union representation on the Company or any employee or group of employees. The Union also agrees that, in the course of any effort by the Union to obtain written authorization from employees as provided for in paragraph 2, above, neither the Union nor any of its officers, representatives, agents or employees will express publicly any negative comments concerning the motives, integrity or character of the Company, any affiliate of the Company, its parent Company, or any of their officers, agents, directors or employees.

(c). This Agreement supersedes and terminates any and all other agreements, Memorandums of Understanding, commitments or statements of intent regarding neutrality or card-check procedures that may exist as of the date hereof between the Union and each of its respective Districts and the Company.

4. Valid Authorization Cards. For purposes of this Agreement, a valid written authorization card shall state specifically that by signing the card, the employee agrees to be represented by the Union, using the language set forth in Attachment 1.

5. Recognition For New Entities

(a). After the execution of this Agreement, should the Company acquire additional wireless markets, operations, or employees in or for which there is no active labor agreement or bargaining agreement in place, the parties agree that this Agreement shall apply to such after-acquired market, operation, or employees only after the Company has been operating the market or operation or has employed the employees for a period of time to and including for a period of 180 days. This provision shall not preclude employees hired to work in wireless markets

or operations that existed prior to the execution of this Agreement from being included in such market's or operation's bargaining unit, if any, and covered by the collective bargaining agreement relating to that bargaining unit.

(b). If management determines that at least fifty percent (50%) plus one of the employees employed within an appropriate unit for bargaining by a new entity in a market who were immediately prior to such employment, employed in a bargaining unit represented by the Communications Workers of America, the Company agrees that it shall recognize the Union as the duly constituted exclusive bargaining representative of such bargaining unit employees, and extend the then current collective bargaining agreement in the jurisdiction of which the unit is located and the Union agrees to acknowledge and accept such Agreement as the Labor Agreement for such unit.

(c). Except as specified in paragraph 8. below, the Union shall retain any legal rights it may have to challenge any management decision or determination described in this paragraph 5.

6. Regulatory and Legislative Support. The Union hereby agrees to continue its support before the appropriate regulatory and legislative bodies for the Company's efforts to remain competitive in, and /or gain entry to, all telecommunications and related markets in which the Company chooses to participate, unless the Union determines such support to be in conflict with its interests. If the Union determines such a conflict exists, the Union will promptly so notify the Company and, at the request of the Company, meet to discuss and confer on such conflict.

The Company hereby agrees to support Union efforts before regulatory and legislative bodies unless the Company determines such support to be in conflict with its interests. If the Company determines such a conflict exists, the Company will so notify the Union and will, if requested by the Union, meet to discuss and confer on such conflict.

7. Dispute Resolution. Except as to disputes referenced in paragraph 2. of this Agreement, all disputes concerning the meaning or application of the terms of this Agreement shall be handled and addressed by the meeting of designated representatives of the Company and the Union. Either party may request such a meeting, and each party pledges its best efforts to address any and all concerns raised as to the meaning or application of this Agreement. With the exception of matters referenced in paragraph 2. above, the meaning or application of this Agreement shall not be subject to arbitration. Each party reserves its right to seek judicial or other relief provided by law to enforce this Agreement. However, the parties agree that prior to seeking such relief provided by law, the parties will meet and confer as set forth above.

8. Waiver of Certain Other Claims.

(a) The Union promises and agrees that in connection with any other legal or administrative proceeding or charge arising subsequent to the effective date of this Agreement between the Union and the Company or any Company affiliate, 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 affiliates, subsidiaries, and/or their divisions, units, agents, or corporate shareholders are or have been a single employer, joint employers, accretions or alter-egos with respect to each or any of them, to the extent that any such claim, allegation or argument is based upon:

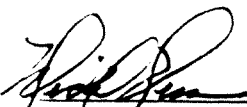
- (1.) Any change on or after the date of this Agreement in the administration and/or control of labor relations by the Company, its affiliates, parent company; or
- (2.) Any change in the scope, availability to employees, or administration by management of any program or practice for the effectuation 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 pre-existing collective bargaining agreement(s), to negotiate changes in the terms and conditions applicable to such transfers; or
- (3.) Any change in scope or content of sales activity with or on behalf of those entities set forth in paragraph (a) herein.

(b). The Company agrees that the procedures contained in this Agreement are the exclusive procedures for demonstrating majority status, and the Company waives the right to an NLRB election in organizing efforts covered by this agreement.

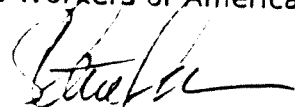
(c). The provisions of this paragraph 9. shall survive the expiration of the remainder of this Agreement, and shall have full force and effect until specifically voided by mutual written agreement of the parties.

9. Severability. Should any portion of this Agreement be voided or held unlawful or unenforceable by the National Labor Relations Board or any court of competent jurisdiction, the remaining provisions shall remain in full force and effect for the duration of this Agreement.

10. Duration. This Agreement shall be effective as of the dates on the signature lines below and shall run concurrent with the ~~2008~~ Labor Agreement between the Company and the Communications Workers of America and District 6.



Date 3-4-2012
Michael Neumann
CWA Staff Representative
Communications Workers of America



Date 3-4-12
Steve Frost
Executive Director
AT&T Mobility, LLC

**ATTACHMENT 1 TO
MEMORANDUM OF AGREEMENT REGARDING
NEUTRALITY AND CARD CHECK RECOGNITION**

**UNION REPRESENTATION AUTHORIZATION
Communications Workers of America, AFL-CIO**

I hereby join with my fellow workers in organizing a Union to better our conditions of life and secure economic justice. I have voluntarily accepted membership in the Communications Workers of America (CWA) AFL-CIO and declare that this union shall be my representative in collective bargaining over wages, hours and all other terms and conditions of employment.

I understand that if the CWA presents cards for recognition signed by at least 50% plus one of the employees eligible to be in the bargaining unit, AT&T Mobility will recognize CWA as the bargaining representative of employees in the appropriate bargaining unit without a representation election being conducted by the National Labor Relations Board and that AT&T Mobility would bargain with CWA concerning the terms and conditions of my employment or apply the collective bargaining agreement which may already cover the bargaining unit in which I am employed.

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

DATE: _____ WORK LOCATION: _____

TITLE: _____ DEPARTMENT: _____

PHONE# (h) _____ Cell Phone: _____

SIGNATURE: _____

MEMORANDUM OF UNDERSTANDING
PERSONNEL RECORDS

This Memorandum of Understanding by and between AT&T Mobility, LLC (The "Company") and the Communications Workers of America (The "Union") hereby reflects the additional understandings and agreements between the parties with respect to personnel records as follows:

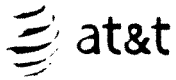
1. Upon written request, an employee shall be permitted to examine records containing personally identifiable employee information about themselves pursuant to and in accordance with the Company's then current policies and procedures relating to that subject.

2. The Company shall provide an employee with any written notice of disciplinary action.

[Handwritten signatures and dates]
3-23-12 5:13 PM
3-23-2012

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CWA must undertake all precautions to secure from inadvertent or improper disclosure



1535 Colonnade Parkway North
N1E
Birmingham, AL 35243

Steve Frost
Executive Director - Mobility
Labor Relations

Office: (205) 968-8818
Fax: (205) 402-7787
steven.frost@att.com
www.att.com

February 24, 2012

Handwritten notes:
1535 Colonnade Parkway North
N1E
Birmingham, AL 35243
2-26-2012

Mike Neumann
Communications Workers of America
District 6
10733 Sunset Office Drive, Suite 201
Sunset Hills, Missouri 63127

Dear Mike:

In response to meaningful discussions between the Union and Company during 2012 Bargaining, the Company and Union agree to jointly develop an informational aide to be used in meetings with District 6 surplus Mobility employees. The Union and Company agree to discuss this matter no later than sixty days following ratification of the 2012 Labor Agreement, with a goal of completing the informational aide within sixty days of our initial meeting.

Sincerely,



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3-8-12
3/4/2012

[Handwritten signature]
[Handwritten signature]

Call Quality Observation

February xx, 2012

Mr. Mike Neumann
CWA Staff Representative
CWA District 6
10733 Sunset Office Drive, Suite 201
Sunset Hills, MO 63127

Dear Mr. Neumann:

Subject to ratification of the ~~2008~~ 2012 Labor Agreement between AT&T Mobility, LLC and the Communications Workers of America, the Company and the Union acknowledge that we must continue to provide high quality service to customers in order to effectively compete and succeed in today's increasingly competitive wireless industry.

Call Quality Observation is a tool to evaluate the on-line effectiveness of employees to reach and maintain quality service, and to continually develop employees' skills to provide high quality service, as well as to expand personal growth. The approach for monitoring will be based on a premise that fosters a work environment that builds on mutual trust and respect which enhances job satisfaction.

To this end, the Company will endeavor to review Call Quality Observation results with the employee within five (5) business days of the actual observation.

One of the reasons for the success of the Company and Union relationship is our willingness to listen and work together to address issues of mutual concern. The Company and the Union further agree that issues related to Call Quality Observation may be addressed at a future meeting of the Strategic Alliance Committee.

Sincerely,

Steve Frost
Executive Director Labor Relations

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1A
3-4-12
3/4/2012
[Handwritten signatures]

Retail Monthly Sales Quotas

February xx, 2012

Mr. Mike Neumann
CWA Staff Representative
CWA District 6
10733 Sunset Office Drive, Suite 201
Sunset Hills, MO 63127

Dear Mr. Neumann:

Subject to ratification of the 2008-2012 Labor Agreement between AT&T Mobility LLC and the Communications Workers of America, monthly sales quotas for Retail Sales Consultants will be adjusted in full week increments (40 aggregate hours in a calendar month) for Vacation, Company mandated training, and Union absence time. Monthly sales quotas for discipline purposes will be adjusted in 3 hour increments (3 aggregate hours in a calendar month) for Vacation, Company mandated training, and Union absence time. In those instances where a full week crosses over the end of the month, the adjustment will be made for the month in which the majority of the time occurs.

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

- If the monthly quota is 40 and the month has four weeks in it, each week is equal to 10. If an employee takes 40 hours off for vacation or mandated training they will be given credit for 10 sales in the system. If they sell 30 for the remaining weeks of the month, they would be at 100% ($30 + 10 = 40$. $40/40 = 100\%$).
- In the same example above, if the employee actually sold 32 then they would be at 105% ($32 + 10 = 42$. $42/40 = 105\%$).
- In the example above, if the employee sold 38 in the remaining weeks of the month, they would be at 120% ($38 + 10 = 48$. $48/40 = 120\%$).

Employees who are normally scheduled to work more than nineteen (19) but less than forty (40) hours per week will receive pro-rated component goals/at-risk based on their Actual Hours worked plus qualifying hours absent for the calendar month (applies across all commissionable components). If the qualifying hours absent are equal to 15% or greater of their monthly hours scheduled the PT-RSC also qualifies for Quota Relief and Credit and Quota Relief payments towards their Wireless Opportunity Initiative component and Gross Add Qualifier.

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

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

Sincerely,

Steve Frost
Executive Director Labor Relations

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TH
3-7-12
3/4/2012
[Handwritten signatures]

**Commission "At-Risk"
New letter**

February xx, 2012

Mr. Mike Neumann
CWA Staff Representative
CWA District 6
10733 Sunset Office Drive, Suite 201
Sunset Hills, MO 63127

Dear Mr. Neumann:

Subject to the ratification of the 2012 Labor Agreement between AT&T Mobility, LLC and the Communications Workers of America:

- Under the current compensation design, full time Retail Sales Consultants (RSCs) will be targeted to earn a minimum pre-chargeback "at-risk" commission of \$1,041.66 per month upon 100% achievement of performance targets.
- All components of the Compensation Plan are determined and remain at the sole discretion of the Company including, but not limited to, compensation components (e.g. what activities and measures are subject to compensation, volumes required, establishment of performance targets and target minimums), and qualifiers (i.e. minimum standards that must be met in order to be eligible for commissions, division of dollars associated with each compensated element, seasonality impact on target setting, and new hire expectations).
- The Company reserves in its sole discretion the right to trial, test, and introduce new compensation practices, elements, components, programs and plans subject to the minimum pre-chargeback "at-risk" commission set forth above. RSCs on new hire guarantee are exempt. This letter does not replace, relieve, or diminish any right to impose or set quota requirement(s) as the Company deems appropriate. It also does not replace, relieve or diminish the Company's existing right to determine in its sole discretion the products and services offered and sold by Mobility employees.

Sincerely,

Steve Frost
Executive Director Labor Relations

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