

2008

LABOR AGREEMENT

Communications Workers of America
District 6

And

AT&T Mobility, LLC

End Date: February 24, 2012



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ARTICLE 1
AGREEMENT

THIS AGREEMENT is made and entered into effective **February 25, 2008** by and between **AT&T MOBILITY, LLC** (hereinafter referred to as the "Company," the "Employer," or "Management") and **COMMUNICATIONS WORKERS OF AMERICA** (hereinafter referred to as the Union).

ARTICLE 2

RECOGNITION AND ESTABLISHMENT OF THE UNIT

Section 1. The Company recognizes the Union as the sole collective bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for those employees presently employed by the employer, and the work they perform, in Arkansas, Kansas, Missouri, Oklahoma and Texas in the job titles as shown in Appendix A, but excluding confidential and professional employees, guards, and supervisors as defined by the National Labor Relations Act, as amended.

Section 2.

- a. The Company shall have the right to create, define, expand, reduce, alter, combine, move, transfer, relocate or terminate any job, job content, job classification, job title, department, operation or service in the Bargaining Unit; to establish duties in connection with the creation of a job title/classification herewith as it shall deem appropriate; and to subcontract any work.
 - (1) The Company shall notify the Union in writing of any newly created classifications or titles, the duties established therefore, and the temporary wage rate.
 - (2) Upon such notification the Company shall be free to staff such positions.
- b. The Union shall have the right, within thirty (30) calendar days of the date the Union was notified by the Company of the new classification or title, to initiate negotiations concerning the temporary wage rate established by the Company. If negotiations are not so initiated within thirty (30) calendar days, the temporary wage rate will be made permanent. If negotiations are so initiated within thirty (30) calendar days, they shall commence within thirty (30) days after the Union's request to initiate negotiations. The parties agree that they shall negotiate for a period of no more than sixty (60) days from the date such negotiations commenced.
 - (1) If an agreement is reached by the parties within the said sixty (60) days as to the appropriate permanent wage rate, such agreement shall be applied retroactively to the day of the establishment of the new classification or title.
 - (2) If no agreement as to the appropriate permanent wage rate for such classifications or titles has been reached within the said sixty (60) days, the issue of the appropriate permanent wage rate shall be subject to a binding mediation process. A mediation conference shall be held as soon as possible but no later than thirty (30) days following conclusion of negotiations.

- (a) If agreement is reached in the mediation process, as to the appropriate permanent wage rate, such agreement shall be applied retroactively to the day of establishment of the new classification or title.
 - (b) If no agreement is reached in the mediation process, each party shall submit a final proposed permanent wage rate to the mediator at the conclusion of the mediation conference. The mediator shall determine which of the final submissions is appropriate, taking into account the facts, discussions and arguments presented by the parties during the conference. The permanent wage rate designated by the mediator shall be applied retroactively to the day of the establishment of the new classification or title.
- (3) The mediator used in the mediation process referred to in paragraph (2) above, shall be selected by mutual agreement from a list of five (5) mediators compiled by the American Arbitration Association. Such individuals on the list shall possess acknowledged expertise in the area of job evaluation.

ARTICLE 3

CLASSIFICATION OF EMPLOYEES

Section 1. A full-time employee shall be deemed to be any employee ~~regularly scheduled to work forty (40) hours per week.~~ A regular employee is one whose employment is reasonably expected to continue for longer than eighteen (18) months.

Section 2. A part-time employee shall be deemed to be any employee regularly scheduled to work less than forty (40) hours per week.

Section 3. The Company shall have the right to reduce employee classifications from full-time to part-time or to increase employee classifications from part-time to full-time. **Should the Company deem it appropriate to reclassify full-time employees to part-time employees; it will seek volunteers from the affected group and then force in reverse order of seniority.**

Section 4. A temporary employee is one who is engaged for a specific project or a limited period, with the definite understanding that his/her employment is to terminate upon completion of the project or at the end of the period, and whose employment is expected to continue for more than three (3) consecutive weeks, but not more than eighteen (18) months. Temporary employees who are still employed after eighteen (18) months of continuous service will be reclassified to regular status. The termination of the employment of such temporary employees shall not be subject to the grievance or arbitration provisions of this Agreement.

Section 5. Agency workers and independent contractors shall not be deemed to be employees of the Company and, as such, shall not be covered by any of the terms or conditions of this Agreement.

ARTICLE 4

AGENCY SHOP

Effective thirty (30) days following the effective date of this Agreement, each employee employed on or before such effective date and covered by the terms and conditions of this Agreement shall, as a condition of employment, either become a member of the Union, or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

Employees covered by this Agreement employed after the effective date thereof shall, on or after the thirtieth (30th) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

The foregoing shall be subject to any prohibitions or restrictions contained in the laws of the states of Arkansas, Kansas, Missouri, Oklahoma and Texas.

ARTICLE 5

DEDUCTION OF UNION DUES

Section 1. The Company agrees to make collections of Union dues **for each scheduled pay period** through payroll deduction from the employee's pay, upon receipt of a written authorization form signed by the employee and delivered by the Union to the Company. This authorization shall continue in effect until canceled by written notice from either the Secretary-Treasurer of the Union or the employee as set forth in the Payroll Deduction Authorization for Union Dues card. The Company also agrees to electronically remit the amount so deducted to the designated representative of the Union on a monthly basis [by the tenth (10th) working day] and to furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction.

Section 2. The Company shall bear the full cost of dues deduction as set forth in Section 1., except that the Union agrees to print the dues deduction authorization cards in a form approved by the Company and the Union.

ARTICLE 6
MANAGEMENT RIGHTS

Except as expressly limited by a specific provision of this Agreement, the Company retains and shall continue to have the right to manage its business and direct the work.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 1. All complaints or prospective grievances **may** be taken up informally with the first level of Management in an effort to resolve the matter. Nothing in this Article shall be construed to deprive any employee or group of employees from presenting individually to the Company any complaint, and to have such complaints adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, and provided further that a Union representative has been given opportunity to be present at such adjustment.

Section 2. A grievance is a complaint by the Union:

- a. Alleging violation of the provisions or application of the provisions of this Agreement.
- b. Alleging that an employee has been discharged, suspended, demoted or otherwise disciplined without just cause.
- c. Alleging that an employee has suffered improper loss or reduction of any contractually established benefits arising out of the job or of employment with the Company.

Any such grievance not addressed or resolved in Section 1. above, which is reduced to writing, setting forth, if applicable, specifically the substance of the grievance and the provision or provisions of the Agreement allegedly violated, delivered by a Union representative to the designated Company representative in accordance with Section 3. following, within forty-five (45) calendar days of the action complained of, shall be considered and handled as a formal grievance. However, the rights of Management, as set forth in this Agreement, and all other inherent rights of Management not expressly limited by a specific provision of this Agreement are vested exclusively in the Company and are not subject to the grievance or arbitration procedures of this Agreement.

Section 3. The formal grievance procedure shall normally consist of two (2) successive steps. Notice of grievance and appeals of decision shall be forwarded in accordance with the following:

STEP 1

The designated Company representative shall contact the Union representative within seven (7) workdays of receipt of written notice of the grievance for the purpose of setting a mutually agreeable meeting date and location. The designated Company representative will provide a decision in writing within ten (10) workdays after completion of the meeting(s) unless mutually agreed otherwise by the parties.

STEP 2

If the answer or decision of the Company is unsatisfactory to the Union, ~~the grievance shall be appealed to the designated Company~~ representative, in writing, within fifteen (15) workdays after a decision has been rendered at the first step. The designated Company representative shall contact the Union representative within seven (7) workdays of receipt of the written appeal for the purpose of setting a mutually agreeable meeting date and location. The designated Company representative will provide a decision in writing within fifteen (15) workdays, after completion of the meeting(s), unless mutually agreed otherwise by the parties.

Section 4. A decision at Step 2 of the formal grievance procedure, as set forth in Section 2., shall be construed as full completion of the formal grievance procedure.

Section 5. After a notice, as set forth in Section 2. above, has been received by the Company, the Company will not attempt to adjust the grievance with any employee or employees involved. Any proposed adjustment will be presented by the Company to the designated Union representative.

Section 6. The Company will keep the Union **or their designee (e.g. District 6 Vice-President)** fully informed, in writing, on a current basis, of the designated Company representatives referenced in Sections 2. and 3. above.

Section 7. Formal grievance meetings shall be held at mutually agreeable times and locations. For the purpose of presenting a grievance, those employees of the Company including the aggrieved employee(s) and the employee representative(s) designated by the Union, who shall suffer no loss in pay for the time consumed in, and necessarily consumed in traveling to and from grievance meetings, shall not be more than three (3) at any level of the grievance procedure.

Section 8. Failure to submit or pursue a grievance under the conditions and within the time and manner stated above shall be construed to be a waiver by the employee and the Union of the formal grievance. Any complaint of this type shall be handled by the Company as an informal grievance on an informal basis. Informal grievances are not subject to arbitration.

Section 9. Any provision in this Article to the contrary notwithstanding, no forms of discipline, including suspension and discharge, of employees with less than thirty (30) days of service with the Company shall be subject to the grievance procedure, provided, however, that the Company may extend said period for an additional thirty (30) days upon written request to the Union.

ARTICLE 8

MEDIATION

Section 1. At the conclusion of the formal grievance procedure either party may elect to submit the matter to mediation, with the consent of the other party. Such submission shall not extend the time periods permitted to process the grievance to arbitration. The party desiring the matter be so submitted shall submit a written statement of appeal within two (2) weeks after receipt of the position statement rendered by the Company in the final step of the grievance procedure.

Section 2. As to the mediation provided by this Article:

- a. Each party shall have one principal spokesperson at the mediation conference.
- b. Any written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one (1) copy of the written grievance, to be used solely for the purposes of statistical analysis.
- c. Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented in the grievance proceedings, the rules of evidence will not apply, and no records of the mediation conference shall be made.
- d. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.
- e. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory opinion, unless both parties direct that no opinion shall be provided, *provided, however*, that said opinion, if issued, shall not be published or communicated to the public or to either parties' members or employees but shall be used internally by either party solely for the purpose of analysis and assessment. In no event shall such advisory opinion, if issued, be deemed binding on either party.
- f. If the mediator provides an opinion, he/she shall state the grounds on which it is based.
- g. The advisory opinion of the mediator, if accepted by both parties, shall not constitute a precedent, unless the parties otherwise agree.
- h. The mediator's fee and expenses will be divided equally between the parties.

Section 3. If no settlement is reached at mediation, the parties are free to arbitrate under the Arbitration Article.

~~Section 4.~~ In the event that a grievance which has been mediated subsequently goes to arbitration no person serving as a mediator between these parties may serve as arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party for the first time in the mediation conference may be used against it at arbitration.

ARTICLE 9 ARBITRATION

Section 1. It is agreed by both parties that arbitration shall be confined to matters processed through all steps of the formal grievance procedure, and in such event, the following procedures shall be exclusive.

Section 2. If the answer or decision of the Company's representative at the conclusion of Step 2 of the formal grievance procedure, as described in Article 7, is unsatisfactory to the Union, the Union shall, in writing, to the designated Company representative, within sixty (60) calendar days thereafter, request arbitration, if such is desired.

Section 3. **A panel of at least 10 qualified arbitrators will be mutually selected by the parties. The arbitrators must be a member of the American Arbitration Association (AAA) and will follow the rules of AAA unless mutually agreed by all parties. Each arbitrator will serve until the termination of this Agreement unless his/her services are terminated earlier by mutual agreement of the parties. The arbitrator will be notified of his/her termination by a joint letter from the parties. The arbitrator will conclude his/her services by settling any grievance previously heard. A successor arbitrator will be mutually selected by the parties. Arbitrators will be assigned cases in rotating order designated by the parties.** The arbitrator shall hold a hearing as expeditiously as possible, and the arbitrator's decision shall be final and binding upon both parties and any employees affected. **The compensation and expenses of the arbitrator and the general expenses of the arbitration will be borne by the Company and the Union in equal parts. Each party will bear the expense of its representatives and witnesses. Any expenses incurred because of any cancellation or postponement of a hearing will be borne by the party requesting such cancellation or postponement unless mutually agreed otherwise.** In the event one of the parties requests a transcript of the proceeding and the other party declines to share the cost thereof, the party ordering the transcript shall not be required to permit the other party to review said transcript, except for the limited purpose of reviewing said transcript for accuracy, said review to be conducted in the offices of the party which has ordered the said transcript and in the presence of such party's representative. The reviewing party shall not copy or make notes of said transcript except for the limited purpose of noting inaccuracies which it seeks to have corrected.

Section 4. The arbitrator shall be confined to the subjects submitted for decision, and may in no event, as a part of any such decision, impose upon either party any obligation to arbitrate on any subjects which have not been herein agreed upon as subjects for arbitration. The arbitrator shall interpret this Agreement in accordance with the reserved rights theory of labor agreements, whereby all rights not expressly limited by this Agreement are reserved to the Company. The arbitrator shall not have jurisdiction over the rights of Management not specifically restricted by this Agreement and shall not have the power to add to, subtract from, or vary the terms of this Agreement, or to

substitute his/her discretion for that of Management, but shall be limited in power and jurisdiction to determine whether there has been a violation of this Agreement.

~~Section 5. Except where otherwise mutually agreed, failure to submit a matter to arbitration within the times above stated or failure to pursue subsequent steps within the time and in the manner above stated shall constitute a waiver by the employee and the Union of the right to arbitration.~~

Section 6. Upon the Union's providing the Company with a reasonable period of advance notice, the Company shall allow reasonable time off without pay for Grievant and/or Union witnesses to prepare for arbitration. For the purpose of presenting an arbitration, the Grievant and one Union representative need not clock out if the proceeding occurs during Grievant's and representative's regularly scheduled working hours, but other Union representatives who are employees of the Company and all other employees participating in the arbitration proceeding shall clock out for that purpose.

Section 7. Any provision in this Article to the contrary notwithstanding, no form of discipline, including suspension and discharge, of employees with less than twelve (12) months of service shall be subject to arbitration.

ARTICLE 10
NO STRIKE - NO LOCKOUT

Section 1. During the life of this Agreement, the Union and the employees covered under this Agreement, shall not cause, call, or sanction strikes of any kind, including sympathy strikes and strikes in protest of alleged unfair labor practices, boycotts, work stoppages or slowdowns which interfere with the Company's production or business.

Section 2. In the event any violation of the previous Section occurs, which is unauthorized by the Union, the Company agrees that there shall be no financial liability on the part of the Union or any of its officers or agents, provided that in the event of such unauthorized action the Union promptly advises the members of the Bargaining Unit that such action is unauthorized and that the involved members should return to work or cease such action.

The Company and the Union will work together to bring any such unauthorized action to an end.

Section 3. The Company retains the right to discipline employees engaged in, participating in, or encouraging any action as described in Section 1. of this Article.

Section 4. The Company agrees that there will be no lockouts during the duration of this Agreement.

ARTICLE 11

SENIORITY

Section 1. Seniority, as used in this Agreement, is defined as Net Credited Service as determined by the **Administrative Committee**.

Section 2. If more than one (1) employee has the same Seniority date, the last four (4) digits of the Social Security Number will be used to establish the ranking. The employee with the lowest number will be considered the most senior. If more than one (1) employee has the same Seniority date and last four (4) digits of the Social Security Number, the middle two (2) digits will be used to establish the ranking. The employee with the lowest two (2) middle digits will be considered the most senior.

ARTICLE 12

HOURS OF WORK

Section 1. Full-time employees will normally be scheduled to work forty (40) hours per week which may be spread over any six (6) days within the calendar week.

Section 2. The determination of hours, work schedules (which includes shifts and shift hours), overtime requirements and assignments thereto and the days to be worked shall be made by the Company, however:

- a. The Company, except as provided in b. and d. below, will assign work schedules on the basis of seniority as defined in Article 11.
- b. In the event there are business needs, as determined by the Company, requiring certain qualifications for particular work schedules, the Company shall offer such schedules on the basis of seniority to those employees the Company determines possess the required qualifications. Management will provide the local Union Representative and the affected employees with an explanation of the underlying business needs requiring such scheduling and the expected duration.
- c. Work schedules for the next calendar week shall be officially posted or furnished by the Company to show the scheduled tours the employee is to work prior to 12 noon of each preceding Friday. Such schedules shall include the starting and ending time of each of the tours making up the scheduled workweek. For tours longer than five (5) hours, such schedules will also include the length of the period to be allowed for meals.

If no change is so posted or furnished prior to the time specified above, the schedule in effect for the employee for the last calendar week assigned to work shall be considered as that employee's work schedule for the next calendar week.

- d. If, during the period for which schedules have been established, the Company determines unexpected absences or business needs necessitate a change in the posted work schedule, the Company may schedule or reassign schedules by first seeking volunteers and then assigning employees by inverse seniority. Whenever possible, the Company will endeavor to notify employees **forty-eight (48)** hours in advance of the need for such schedule changes.
- e. A work schedule for an employee may be changed if the employee so requests and the Company approves such request.

Section 3. Employees shall be permitted to take one (1) fifteen (15) minute break for every four (4) hours of work. Such breaks shall be scheduled at the discretion of the Company.

Section 4. Employees shall be entitled to work provided that the physical condition and conduct of the employee permit such employee to satisfactorily perform the work, and a sufficient period of time for adequate rest has elapsed since the employee last worked. It is not possible to specifically evaluate "a sufficient period of time for adequate rest," as this is dependent upon the nature of the work being performed, the conditions under which the work is performed, and the employee's physical condition. In general, under ordinary circumstances, sixteen (16) hours of work may be performed without an intervening period of rest. Normally eight (8) hours should be allowed for adequate rest between such a work period and the next work period.

ARTICLE 13

WORK ASSIGNMENTS

Section 1. The Company shall determine whether to staff a position or fill a vacancy and the method or combination of methods it shall use for such purposes. In making this determination, the Company shall first give consideration to qualified internal candidates prior to off-street applicants. All vacancies within the Bargaining Unit shall be posted in locations where Bargaining Unit employees regularly work. The posting shall include the title, pay range, and sufficient information regarding requirements and duties to adequately describe the vacancy. The vacancy shall remain posted for seven (7) calendar days **which shall be spread between two (2) workweeks.**

Section 2. In connection with Section 1. above, employees who have met a twelve (12) month time-in-title and location requirement shall be afforded the opportunity to submit to the Company a form on which they may identify their interest in being considered for vacancies which occur in the Bargaining Unit.

Section 3. When a vacancy is to be filled from within the Bargaining Unit, Management will consider all candidates who have forms on file relating to the vacancy in question. Selection of an employee to fill the position shall be based on seniority when qualifications, in the judgment of the Company, are relatively equal.

Section 4. The Company agrees to provide the Union, in writing, the names and titles of all candidates selected under this Article, by the fifteenth (15th) calendar day after any such selection is made.

Section 5. Nothing in this Agreement shall be applied or interpreted to restrict the Company in the exercise of its right to hire, promote or transfer; and, to the extent the needs of the business require, to have Bargaining Unit work performed by its supervisory personnel, or its right to assign sales territories without regard to geographical limitations.

ARTICLE 14

FORCE ADJUSTMENT

Section 1. In the event that the Company determines that a surplus exists and a decrease in the work force becomes necessary, the Company will first advise the Union in writing prior to notifying the affected employee(s). The affected employee(s) will be notified not less than thirty (30) calendar days prior to the date the employee(s) is to be laid off. **In matters involving the surplus of fifty (50) or more employees at a single location, the Company will provide the employees sixty (60) days advance notice of the surplus.**

Section 2. Under the circumstances set forth in Section 1, preceding, regular employees will be given preference, in accordance with their seniority, to perform the remaining work under the following circumstances:

- a. The work is in a previously held title for which the employee is still qualified (equal or lower rated) or,
- b. The employee can perform the job with minimal training and associated cost.

Temporary employees will be laid off under these circumstances before applying this seniority policy to regular employees. In the event a contractor has been secured for a specific project or is providing a service that regular employees cannot perform, they will be retained until completion of the project.

Section 3. If a surplus remains after application of Section 2. preceding, any remaining surplus regular employees will be offered laterals and downgrades for which they are qualified, by order of seniority, to fill any available job vacancies within the Bargaining Unit. When the posting of job vacancies is implemented in accordance with the provisions of Article 13, Work Assignments, Section 1., these surplus employees will be considered for any vacancies for which they qualify within the Company.

Section 4. Severance Payments. If the Company determines that a surplus exists as described in Section 1. preceding, resulting in the layoff of a regular employee, that employee shall be eligible for a **\$600** Severance Payment or payment equivalent to one week's wages (whichever is greater), for each completed six (6) months of **Net Credited** Service during the first year of employment and an additional **\$600** or payment equivalent to one week's wages (whichever is greater), for each subsequent completed year of **Net Credited** Service up to a maximum of \$15,000. Part-time employees will be paid on a pro-rated basis.

Section 5. A former surplus employee who has been laid off and who files an application for employment will be considered prior to off-street applicants for vacancies for which he/she qualifies for a period of **three (3)** years from the date of layoff.

Section 6. Time-in-title and time-in-location requirements shall be waived for surplus employees.

Section 7. In the event the Company determines a rearrangement of the Retail Sales workforce becomes necessary due to a workforce imbalance or store closing, the Company will advise the CWA Local(s) representing affected employees prior to notification of the employees. The Company will endeavor to notify affected employees seven (7) days prior to the effective date of their reassignment.

Qualified employees of a Retail Sales Office who are reassigned in this manner will be given an opportunity to select another work location from available locations, as determined by management, based on their seniority.

Time-in-title and time-in-location achieved in an employee's current work location, under these circumstances, will follow an employee to the new work location.

ARTICLE 15

NON-DISCRIMINATION

The Company and the Union agree that they will not discriminate against any employee covered by this Agreement because of **such employee's** race, color, **religion**, sex, national origin, age, **marital status, sexual orientation, or because of his/her activities on behalf of the Union, or because the person is disabled, a disabled veteran, or veteran of the Vietnam Era, or other protected classifications recognized by Federal or applicable state/local law.**

Nothing in this Agreement shall be applied or interpreted to restrict the Company from taking such action as it deems necessary to fully comply with any federal, state or local laws, statutes, ordinances, rules, regulations and executive orders. The arbitration provisions of this Agreement shall not apply to any such actions or to any complaints, allegations, or charges of unlawful discrimination.

ARTICLE 16

SAFETY

Section 1. Safety and health is a mutual concern of the Company and the Union. It benefits all parties to have employees work in safe and healthful environments and for employees to perform their work safely and in the interests of their own health. It is also necessary to promote a better understanding and acceptance of the principles of safety and health on the part of all employees, in order to provide for their own safety and health and that of their fellow employees, customers and the general public.

To achieve the above principles, the Company and the Union agree to establish for the duration of this Agreement an advisory committee known as the Safety and Health Committee. The committee shall consist of not more than four (4) representatives each from the Company and the Union (to be appointed by the Company and the Union, respectively). This committee shall meet from time to time as required, but at least semi-annually and more often as mutually agreed upon by the parties.

This committee shall be charged with the responsibility to develop facts and recommendations so that both parties can make well-informed decisions regarding the occupational safety and health matters.

The committee shall focus on all matters pertaining to occupational safety and health, including ergonomic concerns in the workplace. It shall also consider existing practices and rules relating to safety and health and formulate suggested changes in design and adoption of new practices and rules.

In connection with the Safety and Health Committee meetings under this Article, the employee representative(s) designated by the Union shall suffer no loss in pay for time consumed in, and necessarily consumed in traveling to and from, these meetings.

Section 2. None of the terms of this Agreement shall be applied or interpreted to restrict the Company from taking whatever actions are deemed reasonably necessary to fully comply with laws, rules and regulations regarding safety, and grievance and arbitration provisions of this Agreement shall not apply to any such actions. Discipline for failure to observe safety rules shall be grievable and arbitrable under the terms of this Agreement. Other matters relating to safety may be raised under the informal complaints provisions of Article 7, Grievance Procedure, and cannot otherwise be raised under the grievance and arbitration provisions of this Agreement.

ARTICLE 17

COMPANY-UNION RELATIONSHIP

Section 1. The Company and the Union recognize that it is in the best interests of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the Bargaining Unit. Each party shall bring to the attention of all employees in the Bargaining Unit their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to ensure adherence to this purpose.

The Company will notify the Union when new employees enter the Bargaining Unit. During the orientation of new hires, each party will bring to the attention of new employees the relationship between the parties and the Union's status as exclusive representative of those employees in the Bargaining Unit.

Section 2. The Union will keep the Company fully informed, in writing, on a current basis, of all local Union officers, Union stewards, or Union representatives who may be designated with the responsibility of representing the Union regarding the administration of this Agreement.

Section 3. At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded as such in the personnel file, suspension, demotion, or discharge) is to be announced, a Union representative may be present if the employee so requests. Time spent in such a meeting shall be considered work time.

Section 4. Union representatives may request a reasonable amount of time off without pay for Union activities. Such requests for time off must be submitted in writing to the Union representative's supervisor at least five (5) working days in advance, whenever possible. In determining whether to grant such requests, the Company shall give due consideration to service requirements as determined by the Company, the requests for time off from other employees, and its ability to replace the Union representatives' services.

Section 5. Time off for Union activities will be limited to **300** hours per calendar year per Union representative except that up to **twenty (20)** Union representatives may each be granted up to **960** hours per calendar year for Union activities. **However, those identified by the Union may be granted additional time upon approval at the Company bargaining level.** The period of such time off shall not be deducted from the Union representative's seniority. The parties agree that the provisions of Section 2.c. of Article 21, Absences, shall not be used for Union functions.

Section 6. Subject to the limitations in Sections 4. and 5. of this Article and in this Section 6., when an officer or designated representative of the Union requires time off from assigned Company duties to attend solely to Union matters, either before or after exhausting the time allowed without pay provided in Section 5. above, he or she will be granted a leave of absence without pay either upon the initiative of the Company or upon the request of the Vice President of the Union to the Director-Labor Relations of the Company, provided that:

- a. No such leave of absence shall be for an initial period of less than thirty-one (31) calendar days or more than one (1) year, nor shall the total cumulative period of all such leaves of absence for any one (1) employee exceed nine (9) years; and
- b. No more than **fifteen (15)** Union officers or designated representatives may be granted such leaves of absence at any one time at the request of the Union.
- c. All Union leaves of absence will be granted with the following conditions:
 - (1) During the absence the employee shall retain eligibility, if any, according to term of service, for the Medical Plan, the Dental Plan, the Group Life Insurance Plan, and the Vision Plan, provided that:
 - (a) The employee shall pay the premiums for the Medical Plan, the Dental Plan, the Vision Plan, the Supplementary Group Life Insurance Plan, the Dependent Group Life Insurance Plan; and
 - (b) The Company shall pay the premium for the Group Life Insurance Plan, (Basic and Accidental Death or Dismemberment).
 - (2) During the absence the employee shall retain eligibility, if any, according to term of service to:
 - (a) Payments for absence due to illness during the first seven (7) calendar days after expiration of the leave per Article 21, Section 6.
 - (b) Disability benefits beginning on the eighth (8th) calendar day after expiration of the leave.
 - (c) Death benefits and service or deferred vested pension.
 - (3) The period of absence will not be deducted in computing term of employment, and the period of absence will not be credited for wage progression purposes.
 - (4) The pension base shall not in any manner be affected by a Union leave of absence. Should an employee on such leave elect to retire at the termination thereof, the employee's pension base, if any, shall be computed as if the employee were continually employed during the period of leave.

Section 7. A Working Relations Committee will be created for the purpose of discussing broad concerns of mutual interest to the parties. **The Company and the Union may, by mutual consent at the bargaining level, establish other committees for the purpose of discussing broad concerns of mutual interest to both parties.** Committee proceedings shall not be used in lieu of the grievance or arbitration procedures.

- a. The **Working Relations** Committee shall consist of **one (1) representative from each participating local, designated by the Union, 50% of which must be AT&T Mobility employees and up to an equal number of representatives designated by the Company. The Union will be entitled to a minimum of four (4) representatives at any Working Relations Committee meeting.** In connection with attendance at Working Relations Committee meetings, the employee representative(s) designated by the Union shall suffer no loss in pay for time consumed in, and necessarily consumed in traveling to and from, these meetings.
- b. The Committee may meet every six (6) months upon request of either party, or more frequently upon the mutual agreement of the parties, for the purpose of discussing whatever agenda either party may wish to present, including but not limited to subcontracting and supervisors' performance of Unit work.
- c. Discussions and decisions of the Committees shall not add to, subtract from or modify in any manner whatsoever the terms and conditions of this Agreement nor shall they constitute mid-term bargaining or be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 18

UNION ACTIVITIES

The Union shall be permitted space to place bulletin boards on Company property. Such bulletin boards are to be used exclusively by the Union. The number of bulletin boards and their location shall be mutually agreed upon by the Union and the Company. Bulletin board material shall normally be restricted to the following:

- a. Notices of Union recreational and social affairs;
- b. Notices of Union elections, appointments, and results of Union elections;
- c. Notices of Union meetings; or
- d. Other factual notices and announcements concerning official business of the Union.

Such material shall be posted only by an official Union representative or a person designated by an official Union representative.

ARTICLE 19

BASIS OF COMPENSATION

Section 1. Rates of Pay.

- a. The rates of pay and progression wage scales for full time employees shall be that shown in Appendix A.
- b. Starting Rates: Each employee who enters the service of the Company shall begin employment at the Start Rate for the appropriate job title, except that appropriate allowance over such starting rate may be made by the Company for an employee who has had previous experience or training considered to be of value.
- c. When a (voluntary) change of title occurs, **and is considered a promotion (higher end wage rate), fifteen (\$15.00) dollars will be applied to the employee's current weekly pay rate.** The employee will be **then be slotted into** the closest **current** wage rate (not lower provided they are not over the top rate for the job they are moving to) of the new schedule. The time interval to the next step increase on the new wage schedule will be six (6) months. No credit shall be allowed towards the next step increase. **In the event an employee is over the top of the new wage scale, that employee will be placed at the top of the new schedule.**

When an (involuntary) change occurs to a lower rated job, the employee will be pay protected for one year if they are over the top rate for the job. At the conclusion of the year, they will be placed on the top rate. If the employee is not above the top rate of the job, they will be put in progression, if applicable.

When an employee's title changes on the same date that a step increase is due, the step increase will be applied before the move to the new Wage Schedule.

- d. Anytime an employee moves to another job and subsequently retreats (employee or company initiated) to the former job within 60 days, provided a vacancy exists; for wage purposes, the employee will be treated as though he or she never left the job.

Section 2. Nothing in this Agreement shall affect or limit the right of the Company to develop and implement such incentive programs as it chooses; to increase wage rates from time to time as it may determine appropriate; or to pay such individual bonuses or commissions in such amounts or percentages as it may desire, either in connection with specific incentive programs or otherwise. If and to the extent that any such incentive programs, wage increases, individual bonuses, or commissions may be awarded, such award shall not constitute a binding precedent or practice with respect to any future incentive programs, wage increases, individual bonuses, or commissions.

The Company agrees to provide affected employees with a written statement of their commission plans, including any changes which might be made thereto from time to time, in advance of the effective date of such plan or changes. Such statement shall reflect the method of computation of such commissions.

The Company agrees to notify the Union, no later than the date the Company notifies affected employees, of changes made in incentive programs, wage rates, bonuses, or commissions under the provisions of this Section.

Section 3. Employees, other than **Small Biz Advisor II**, Business Account Executive and National Distribution Account Executive shall receive one and one-half (1½) times their regular rate of pay for all time worked in excess of **eleven (11) consecutive hours within a workday or** forty (40) hours within the workweek. **Small Biz Advisor II**, Business Account Executive and National Distribution Account Executive shall be excluded from the provisions of this Section. For the sole purpose of computing the number of hours worked in excess of **eleven (11) consecutive hours within a workday or** forty (40) hours within a workweek, Holidays scheduled, taken and paid within a workweek shall be considered time worked within such workweek.

Section 4. Employees who are assigned on-call duty will be paid **\$32** for each day of such assignment. This payment shall be in addition to any applicable compensation from such duty.

Section 5. **Network employees who are called to work outside scheduled work hours will be paid a Call Out payment, equal to one (1) hour of their basic wage rate, for any work performed, single incident or accumulated incidents, when the aggregate total of work is one (1) hour or less. Additional work performed beyond this one (1) hour period that occurs before the employee's next scheduled work hours will be paid as work time.**

Section 6. Employees required to return to work after the end of their scheduled shift and who, as a result of such call-back, are required to make a round trip between their place of residence and their place of work in addition to their normal commute to and from work, shall be compensated at their applicable rate of pay for the time required to make such additional round trip.

Section 7. Employees performing work on Sunday, other than **Small Biz Advisor II**, Business Account Executive and National Distribution Account Executive shall be paid a premium of ten (10) percent of their basic wage rate.

Section 8. A night differential shall be paid to employees for each scheduled hour, or fraction thereof, worked after 8 p.m. and before 6 a.m. in the amount of ten (10) percent of the employee's basic hourly rate.

Section 9. A relief differential consisting of ten (10) percent of the employee's basic hourly wage rate will be paid to any employee who is assigned to relieve or assist a manager, for each hour the employee performs this work or receives associated training. These assignments may involve planning, distributing, directing, coordinating, and training responsibilities. In no event shall such assigned employee have any involvement in discipline or performance evaluation of other employees. An employee involved in such training and/or assignment shall continue to be subject to all applicable provisions of this Agreement.

Section 10 A qualified employee who is temporarily assigned and performs all the duties of a job title with a higher top wage rate will be paid a temporary upgrade differential consisting of five (5) percent of the employee's basic hourly wage rate for each hour such duties are performed starting with the eighth (8th) consecutive working day.

Section 11. A Multilingual Differential consisting of four dollars (\$4.00) per day, not to exceed twenty dollars (\$20.00) per week, shall be paid to Call Center employees for each full day worked when assigned by management to speak in a foreign language.

ARTICLE 20

TRAVEL

Section 1. Time spent in local travel at the direction of the Company after ~~reporting~~ for duty and before release from duty shall be treated as work time.

Section 2. Employees directed by the Company to use their personal car for travel between work locations during the workday or for other authorized Company business shall be paid at the IRS allowable reimbursement rate¹ or a monthly car allowance as determined by the Company.

Section 3. Employees will be assigned a regular work location but may also be assigned to work at a temporary location.

- a. Any travel time on a scheduled day necessitated by the temporary assignment which occurs prior to reporting for duty and/or after release from duty and which exceeds the employee's normal commute will be paid as work time.
- b. Any travel time on a nonscheduled day that occurs during an employee's normal scheduled hours shall be paid as work time.
- c. The Company will reimburse employees (not covered by a monthly car allowance as determined by the Company) for use of their personal car at the IRS allowable reimbursement rate¹ specified in Section 2. above, for that portion of any trip that occurs while the employee is being paid for work time.

Section 4. An employee away from home on a Company assignment will receive reimbursement for all reasonable, necessary and ordinary business expenses incurred in the fulfillment of such assignment. All such expenses shall be supported by an original receipt.

¹In no case will the rate of reimbursement exceed the IRS allowable reimbursement rate. In the event the IRS decreases or increases the allowable reimbursement rate, the Company will readjust its reimbursement rate as soon as practicable, not to exceed sixty (60) days from the effective date of the IRS change.

ARTICLE 21 ABSENCES

Section 1. All leaves of absence shall be without pay except as otherwise provided in this Article.

Section 2.

- a. Employees may request personal leaves of absence. Each request must be in writing and must specify the reason the leave of absence is desired.
- b. Employees who are eligible under the provisions of the Family and Medical Leave Act of 1993 will be subject to the provisions of that Act and to subsequent changes in the Act as they may occur.
- c. Any employee may request up to thirty (30) days of absence based on other reasons not included in b. above.
- d. Employees with at least twelve (12) months **Net Credited Service** with the Company may request leaves of absence longer than thirty (30) days for the following reasons: service in the Peace Corps or VISTA; appointment or campaign/ election to public office; trailing a transferring spouse employed by **an AT&T** Company to another location. Employees who are absent under this provision for more than thirty (30) consecutive calendar days are not guaranteed reinstatement with the Company.
- e. To the extent authorized by law, employees who are granted leaves of absence of thirty (30) days or less shall suffer no break in service or loss of benefits. Upon return, such employees shall be reinstated to their former job title and rate of pay.
- f. In requesting any of the above leaves of absence, employees shall give due consideration to the Company's ability to replace their services during such a leave, and such leave shall be granted solely at the discretion of the Company. Should the Company grant such leave, permission shall be in writing setting forth the dates for such leave.

Section 3. Military Leave.

- a. In the event employees covered by this Agreement are required to absent themselves for the purpose of performing military duty in the United States Armed Forces or the National Guard, and such duty requires absence during scheduled Company work hours, the employee shall be excused for such military duty for a period, in the aggregate, not exceeding fifteen (15) calendar days in the same calendar year. Difference in pay shall be allowed for the number of scheduled workdays falling within the periods of excused absence, but not to

exceed eleven (11) such days within the calendar year.

- b. The difference in pay allowed in paragraph a. above shall mean the excess, if any, of Company pay at the employee's basic hourly rate for such absent time (plus any night or other differentials normally applicable) over the hourly equivalent of the employee's government base pay obtained by dividing the monthly government base pay rate by two hundred forty (240).
- c. Employees called to military duty will immediately inform their supervisors and then will provide copies of their military orders as soon as possible.

Section 4. Civic Duty. An employee who serves during his/her regularly scheduled work time as a subpoenaed witness in a court case in which the employee is not a party, as a witness for the Company, or as a petit juror shall be paid the difference between the employee's basic wage rate and the amount received for such service.

Section 5. Funerals. An employee shall be paid up to three (3) days at his/her basic wage rate for the necessary scheduled time absent due to the funeral of a member of the immediate family. The leave may not begin until the day of death and not extend **more than two (2) days** beyond the day of the funeral. For purposes of this Section, immediate family shall mean spouse, **registered domestic partner**, children, sister, brother, mother, father, stepparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, granddaughter, stepson, stepdaughter, and parent of an employee's dependent child. Payment for such absent time shall consist of basic pay which would otherwise have been received had the regular shift been worked. Pay for part-time employees will be pro-rated based on the ratio of their equivalent workweek compared to that of a full-time employee.

In the event of the death of an employee's wife, husband, daughter, son, mother, father, **or registered domestic partner**, an employee shall, upon the employee's request, be excused from scheduled time up to an additional five (5) days. Paid individual days may be substituted for these excused days at the employee's option.

Section 6. Illness and Injury.

- a. Employees having one (1) or more years of Net Credited Service shall be paid at the basic wage rate for absence of at least one (1) session due to illness on scheduled workdays, for a period of time not to exceed seven (7) consecutive calendar days, in accordance with the following table:

<u>Employees with Net Credit Service of</u>	<u>To be Paid After Waiting Periods of Consecutive Scheduled Working Days</u>
1 year but less than 5	Of 2 days
5 years but less than 8	Of 1 day
8 years and over	No waiting period

- b. A day in the waiting period shall be considered as an absence of at least one (1) session from scheduled time.
- c. For purposes of this Article, tours are the assignments for full days and sessions are the two (2) parts into which tours are divided.

ARTICLE 22

VACATIONS

Section 1. Employees shall be entitled to vacation at their basic rate of pay based on Net Credited Service (NCS) in accordance with the following schedule:

- a. Where eligibility for paragraphs (1) and (2) below occurs after November 30 of the calendar year, the vacation may be scheduled as late as the last week in February of the next calendar year **and used by March 31.**
 - (1) One (1) week of vacation upon completion of six (6) months;
 - (2) Two (2) weeks of vacation upon completion of twelve (12) months. This provision cannot be combined with above, to result in more than two (2) weeks of vacation entitlement in the same calendar year.
- b. Eligibility for vacation leave benefits to be taken in any calendar year shall be based on the NCS the employee has obtained, or could obtain within that calendar year.
 - (1) Three (3) weeks of vacation to any such employee who could complete five (5) years or more but less than ten (10) years of NCS within the vacation year;
 - (2) Four (4) weeks of vacation to any such employee who could complete ten (10) years or more but less than twenty (20) years of NCS within the vacation year;
 - (3) Five (5) weeks of vacation to any such employee who could complete twenty (20) years or more of NCS within the vacation year.

Section 2. The year in which vacation leave may be taken shall be known as the "vacation year". A maximum of one (1) week of vacation may be carried over into the next vacation year (to be used **by March 31.**), with the approval of Management, due to a business necessity. A vacation year is defined as a period of time beginning **January 1** and ending on December **31.**

Section 3. If, before receiving the vacation to which he or she has become entitled, as provided for in Section 1. of this Article, an employee is dismissed (except for reason of misconduct), laid off, resigned, or retired, such employee will be entitled to an allowance in cash equal to and in lieu of such vacation.

If an employee dies before receiving his/her unused vacation for the vacation year, as provided for in Section 1. of this Article, payment in lieu of vacation will be made for any unused vacation time to the employee's estate.

Section 4. If a fixed Holiday falls within a period of vacation, another day of vacation may be scheduled in the vacation year. Additional vacation days in lieu of the Christmas Holiday may be taken, in accordance with force requirements, either immediately prior to the vacation period or through the month of March of the next calendar year.

Section 5. Any employee may select up to one (1) week of vacation on a day-at-a-time basis during the vacation selection process described in Section 6. of this Article. Any employee, if eligible for three (3) or more weeks of vacation, may elect to take up to two (2) weeks vacation on a day-at-a-time basis during the vacation selection process described in Section 6. of this Article. Individual vacation days may be taken in half-day increments.

Section 6. Vacations shall be selected in a work group based on seniority. Periods available for selection shall take into consideration the needs of the Company, force requirements, and the desires of the employees. Advance selection of vacation periods shall commence on or after November 1 and shall conclude no later than December 31 of the year preceding the year in which such vacation leave is to be taken.

- a. Employees must first express preference for full weeks of vacation in seniority order within the vacation group.
- b. In a subsequent interview by Management, also in seniority order within the vacation group, the employee may select day-at-a-time vacation days as provided in Section 5. above, his/her Floating and Designated Holidays as provided in Article 23, and Excused Days with Pay as provided in Article 24 of this Agreement. Individual days not selected at this time and days to be taken in half-day increments will be granted, consistent with force requirements, on the basis of the earliest request ("first-come, first-served") to the employee's immediate supervisor, or such other manager as may be designated.

Section 7. Part-time employees who are normally scheduled to work more than nineteen (19) but less than forty (40) hours per week will receive pro-rated vacation pay based on their "average equivalent workweek". The "equivalent workweek" will be determined by dividing the employee's total **worked** hours per month by 4.35, rounding the result to the next higher whole number. The "average equivalent workweek" will be determined by the average over the past six (6) months.

ARTICLE 23 HOLIDAYS

Section 1. Each full-time employee shall receive eight (8) hours of pay at the employee's basic straight-time rate of pay, unless otherwise provided for in this Agreement, provided that such employee, if excused from work on a Holiday, shall have worked all hours scheduled on the last scheduled workday before and on the first scheduled workday after the Holiday, or the day celebrated as such, unless excused by Management **(not applicable to the use of Floating Holiday(s) or Designated Holiday unless the Designated Holiday is scheduled by the Company)**. Part-time employees who are normally scheduled to work more than nineteen (19) but less than forty (40) hours per week will receive pro-rated holiday pay based on their "average equivalent workweek". The "equivalent workweek" will be determined by dividing the employee's total **worked** hours per month by 4.35, rounding the result to the next higher whole number. The "average equivalent workweek" will be determined by the average over the past six (6) months. Employees who are absent without pay for thirty (30) or more calendar days shall not be eligible for holiday pay. The Holidays shall be:

New Year's Day
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Day After Thanksgiving
Christmas Day
Two Floating Holidays¹
One Designated Holiday²

The Designated Holiday may be scheduled by the Company in accordance with the needs of the business. Such designation will be made prior to the advance vacation selection period outlined in Section 6. of Article 22, Vacations. Should the Company not schedule the Designated Holiday, employees may select the day on which to celebrate their Designated Holiday, as well as their Floating Holidays, in accordance with the provisions of Article 22, Vacations, Section 6.b.

Section 2. When a Holiday falls on a Sunday, it will be observed on the following Monday. When a Holiday falls on a Saturday, it will be observed on the preceding Friday.

Section 3. Employees who work on a Holiday shall be paid for such work at time and one-half for all work on such Holidays, together with the holiday pay provided for in Section 1. above.

¹ For new employees, Floating Holiday eligibility is one (1) Floating Holiday after the first three (3) months of Net Credited Service, and a second Floating Holiday after six (6) months of Net Credited Service.

² Each new employee who completes six (6) months of Net Credited Service within the calendar year shall be eligible for one (1) Designated Holiday.

Section 4. Eligible employees who have been scheduled to work on a Holiday and fail to do so shall not receive pay for the Holiday.

Section 5. No compensation shall be paid to an employee for unused ~~Floating or Designated Holidays~~ after separation from service.

ARTICLE 24

EXCUSED DAYS WITH PAY

Section 1. Each regular employee will be eligible for one (1) Excused Day With Pay after each successive three (3) months of completed service with the Company, but not more than four (4) Excused Days With Pay in a calendar year.

Section 2. All days off as provided in this Article shall be selected in accordance with Section 6.b. of Article 22, Vacations. Employees may be permitted to take their Excused Days With Pay in two (2)-hour increments. All pay for Excused Days With Pay shall be at the employee's basic rate of pay.

Section 3. Excused Days With Pay may be carried over and taken **by March 31** of the next calendar year.

Section 4. No compensation shall be paid to an employee for unused Excused Days With Pay after separation from service.

Section 5. Employees who are normally scheduled to work more than nineteen (19) but less than forty (40) hours per week will receive pro-rated pay for Excused Days With Pay based on their "average equivalent workweek". The "equivalent workweek" will be determined by dividing the employee's total **worked** hours per month by 4.35, rounding the result to the next higher whole number. The "average equivalent workweek" will be determined by the average over the past six (6) months.

ARTICLE 25

EXCHANGE TIME

Exchange Time allows an employee to request time off during a scheduled workday to be made up within the workweek (Sunday through Saturday). Granting of Exchange Time will be at the Company's discretion and shall be based upon such factors as the Company, in its judgment, believes relevant, including the needs of the business. If the Company approves an employee's request for such time off, it shall designate the time within the same workweek when the absence shall be made up.

ARTICLE 26

WAIVER OF FURTHER BARGAINING

Section 1. The parties agree that this Agreement contains their full and complete understanding and that any prior practices, benefits, or oral agreements are superseded by the terms of this Agreement. The parties further agree that no practices, oral agreements or benefits will be recognized or regarded as binding unless committed to writing and signed by the parties as a supplement to this Agreement.

Section 2. Since this Agreement expresses the understanding of the parties in respect to all matters deemed by them to be applicable to the Bargaining Unit, for the term of this Agreement, the Company and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subjects or matters not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

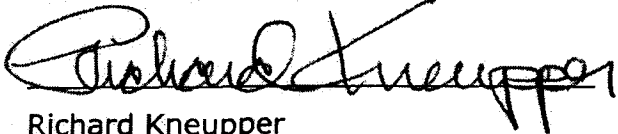
Section 3. Neither the Company nor the Union by this Agreement waive any right, legal or equitable, which it would otherwise have except as specifically defined and provided in this Agreement, which sets forth all understandings and agreements arrived at by the parties. Included within such rights, but not by way of limitation, is the Company's right to plan, direct and control its operations, to extend, limit or curtail operations, to determine the number, location and operation of its facilities, to study, determine, and regulate the methods, quantity, and quality of work, and the sources and kinds of merchandise, materials, parts, facilities and equipment used, handled or sold, to maintain order and efficiency, and to establish, modify and enforce rules and regulations, as well as the right to make and enter into decisions to do any of the foregoing and to determine and resolve the effects of such decisions by whatever means the Company deems appropriate.

ARTICLE 27
DURATION OF AGREEMENT

This Agreement shall become effective as of **February 25, 2008**, and shall remain in effect up to and including **February 24, 2012**, the "Expiration Date", and thereafter from year to year unless one party or the other gives notice of the desire to terminate this Agreement or modify its terms, in writing, at least sixty (60) days prior to the Expiration Date of this Agreement. If notice to modify is given, the parties shall meet and negotiate at mutually agreeable times and places. This Agreement shall continue in full force and effect during such negotiations, except that, after the above stated Expiration Date, or any yearly extension thereof, this Agreement may be terminated by either party if written notice of the intention to so terminate is given, whereupon the Agreement shall terminate immediately after the giving of such notice.

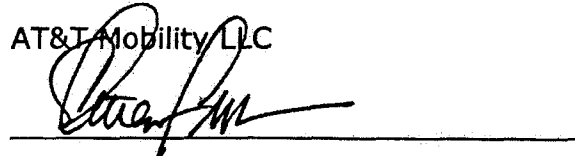
IN WITNESS WHEREOF, the parties have caused duplicate copies hereof to be executed by their duly authorized officers and representatives this February 25, 2008.

Communications Workers of America



Richard Kneupper
Assistant to the Vice President, District 6

AT&T Mobility LLC



Steve Frost
Executive Director, Labor Relations Mobility

Appendix A

Administrative Assistant					Business Account Executive				
<u>Step</u>	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>	<u>Step</u>	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>
1	356.50	356.50	356.50	356.50	1	435.50	435.50	435.50	435.50
2	371.50	372.00	373.00	373.50	2	451.00	452.00	452.50	453.50
3	387.00	388.50	390.00	391.50	3	467.50	469.00	470.50	472.50
4	403.50	405.50	407.50	410.00	4	484.00	486.50	489.00	492.00
5	420.00	423.00	426.50	429.50	5	501.50	505.00	508.50	512.50
6	438.00	442.00	446.00	450.00	6	519.50	524.00	528.50	534.00
7	456.50	461.00	466.00	471.50	7	538.00	543.50	549.50	556.00
8	475.50	481.50	487.50	494.00	8	557.00	564.00	571.50	579.00
9	495.50	502.50	509.50	518.00	9	577.00	585.50	594.00	603.00
10	516.00	524.50	533.00	542.50	10	598.00	607.50	617.50	628.00
11	538.00	547.50	557.50	568.50	11	619.50	630.50	642.00	654.50
12	560.50	571.50	583.00	595.50	12	641.50	654.00	667.00	681.50
13	584.00	596.50	609.50	624.00	13	664.50	679.00	693.50	710.00
14	608.50	622.50	637.50	654.00	14	688.50	704.50	721.00	739.50
15	634.00	650.00	666.50	685.00	15	713.00	731.00	749.50	770.00

Business Customer Service Specialist I

Business Customer Service Specialist II

<u>Step</u>	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>	<u>Step</u>	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>
1	379.50	379.50	379.50	379.50	1	455.50	455.50	455.50	455.50
2	392.00	392.50	393.00	394.00	2	466.50	467.00	468.00	469.00
3	404.50	406.00	407.50	409.00	3	477.50	479.00	481.00	483.00
4	418.00	420.00	422.00	424.50	4	489.00	491.50	494.00	497.00
5	431.50	434.50	437.50	441.00	5	500.50	504.00	508.00	512.00
6	445.50	449.50	453.50	458.00	6	512.50	517.00	522.00	527.00
7	460.00	465.00	470.00	475.00	7	525.00	530.50	536.00	542.50
8	475.00	481.00	487.00	493.50	8	537.50	544.00	551.00	558.50
9	490.50	497.50	504.50	512.50	9	550.00	558.00	566.00	575.00
10	506.50	514.50	522.50	532.00	10	563.50	572.00	582.00	592.00
11	523.00	532.50	541.50	552.00	11	577.00	587.00	598.00	609.50
12	540.00	550.50	561.50	573.00	12	590.50	602.00	614.50	627.50
13	557.50	569.50	581.50	595.00	13	604.50	618.00	631.00	646.00
14	575.50	589.00	602.50	618.00	14	619.00	633.50	648.50	665.50
15	594.50	609.50	624.50	641.50	15	634.00	650.00	666.50	685.00

Appendix A

Business Sales Specialist

<u>Step</u>	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>
1	435.50	435.50	435.50	435.50
2	449.50	450.00	451.00	452.00
3	463.50	465.00	467.00	468.50
4	478.00	480.50	483.50	486.00
5	493.50	497.00	500.50	504.50
6	509.00	513.50	518.00	523.00
7	525.00	530.50	536.50	542.50
8	541.50	548.50	555.50	563.00
9	558.50	566.50	575.00	584.00
10	576.50	585.50	595.00	605.50
11	594.50	605.50	616.00	628.50
12	613.50	625.50	638.00	651.50
13	633.00	646.50	660.50	676.00
14	653.00	668.00	684.00	701.50
15	673.50	690.50	708.00	727.50

Clerical Associate

<u>Step</u>	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>
1	356.50	356.50	356.50	356.50
2	368.00	368.50	369.00	370.00
3	379.50	381.00	382.50	384.00
4	392.00	394.00	396.00	398.50
5	404.50	407.50	410.00	413.50
6	417.50	421.00	425.00	429.00
7	431.00	435.50	440.00	445.00
8	444.50	450.00	455.50	462.00
9	459.00	465.50	472.00	479.50
10	473.50	481.00	489.00	497.50
11	489.00	497.50	506.50	516.00
12	504.50	514.50	524.50	535.50
13	520.50	532.00	543.00	556.00
14	537.50	550.00	562.50	577.00
15	554.50	568.50	582.50	598.50

Coordinator

<u>Step</u>	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>
1	435.50	435.50	435.50	435.50
2	452.00	453.00	453.50	454.50
3	469.00	471.00	472.50	474.50
4	487.00	489.50	492.00	495.00
5	505.50	509.00	512.50	516.50
6	524.50	529.50	534.00	539.00
7	544.50	550.50	556.50	562.50
8	565.00	572.50	579.50	587.50
9	586.50	595.00	603.50	613.00
10	609.00	618.50	628.50	639.50
11	632.00	643.50	655.00	667.50
12	656.00	669.00	682.00	696.50
13	681.00	695.50	710.50	727.00
14	706.50	723.00	740.00	759.00
15	733.50	752.00	771.00	792.00

Customer Service Representative I

<u>Step</u>	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>
1	379.50	379.50	379.50	379.50
2	392.00	392.50	393.00	394.00
3	404.50	406.00	407.50	409.00
4	418.00	420.00	422.00	424.50
5	431.50	434.50	437.50	441.00
6	445.50	449.50	453.50	458.00
7	460.00	465.00	470.00	475.00
8	475.00	481.00	487.00	493.50
9	490.50	497.50	504.50	512.50
10	506.50	514.50	522.50	532.00
11	523.00	532.50	541.50	552.00
12	540.00	550.50	561.50	573.00
13	557.50	569.50	581.50	595.00
14	575.50	589.00	602.50	618.00
15	594.50	609.50	624.50	641.50

Appendix A

Customer Service Representative II

<u>Step</u>	<u>Effective 2/24/08</u>	<u>Effective 2/22/09</u>	<u>Effective 2/28/10</u>	<u>Effective 2/27/11</u>
1	455.50	455.50	455.50	455.50
2	466.50	467.00	468.00	469.00
3	477.50	479.00	481.00	483.00
4	489.00	491.50	494.00	497.00
5	500.50	504.00	508.00	512.00
6	512.50	517.00	522.00	527.00
7	525.00	530.50	536.00	542.50
8	537.50	544.00	551.00	558.50
9	550.00	558.00	566.00	575.00
10	563.50	572.00	582.00	592.00
11	577.00	587.00	598.00	609.50
12	590.50	602.00	614.50	627.50
13	604.50	618.00	631.00	646.00
14	619.00	633.50	648.50	665.50
15	634.00	650.00	666.50	685.00

Finance Representative I

<u>Step</u>	<u>Effective 2/24/08</u>	<u>Effective 2/22/09</u>	<u>Effective 2/28/10</u>	<u>Effective 2/27/11</u>
1	376.50	376.50	376.50	376.50
2	391.00	391.50	392.00	393.00
3	405.50	407.00	408.50	410.00
4	421.00	423.00	425.50	428.00
5	437.00	440.00	443.00	446.50
6	453.50	457.50	461.50	466.00
7	470.50	476.00	481.00	486.50
8	488.50	494.50	501.00	508.00
9	507.00	514.50	522.00	530.00
10	526.50	535.00	543.50	553.00
11	546.50	556.00	566.00	577.50
12	567.00	578.00	589.50	602.50
13	588.50	601.00	614.50	629.00
14	611.00	625.00	640.00	656.50
15	634.00	650.00	666.50	685.00

Finance Representative II

<u>Step</u>	<u>Effective 2/24/08</u>	<u>Effective 2/22/09</u>	<u>Effective 2/28/10</u>	<u>Effective 2/27/11</u>
1	416.00	416.00	416.00	416.00
2	430.50	431.50	432.00	433.00
3	445.50	447.00	449.00	450.50
4	461.00	463.50	466.00	469.00
5	477.50	481.00	484.50	488.00
6	494.00	498.50	503.00	508.00
7	511.50	517.00	522.50	528.50
8	529.50	536.00	542.50	550.00
9	548.00	555.50	563.50	572.50
10	567.00	576.00	585.50	596.00
11	587.00	597.50	608.00	620.00
12	607.50	619.50	632.00	645.50
13	628.50	642.50	656.00	671.50
14	650.50	666.00	681.50	699.00
15	673.50	690.50	708.00	727.50

Fraud Analyst

<u>Step</u>	<u>Effective 2/24/08</u>	<u>Effective 2/22/09</u>	<u>Effective 2/28/10</u>	<u>Effective 2/27/11</u>
1	414.50	414.50	414.50	414.50
2	435.00	436.00	436.50	437.50
3	457.00	458.50	460.00	462.00
4	480.00	482.50	485.00	487.50
5	503.50	507.50	511.00	515.00
6	529.00	533.50	538.50	543.50
7	555.50	561.00	567.00	573.50
8	583.00	590.00	597.50	605.50
9	612.00	621.00	629.50	639.50
10	642.50	653.00	663.50	675.00
11	675.00	687.00	699.00	712.50
12	708.50	722.50	736.50	752.00
13	744.00	760.00	776.00	794.00
14	781.00	799.00	817.50	838.50
15	820.00	840.50	861.50	885.00

Appendix A

Information Systems Technician I

<u>Step</u>	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>
1	475.50	475.50	475.50	475.50
2	495.00	496.00	496.50	497.50
3	515.00	517.00	518.50	521.00
4	536.00	539.00	542.00	545.00
5	558.00	562.00	566.00	570.50
6	580.50	586.00	591.00	597.00
7	604.50	611.00	617.50	624.50
8	629.00	637.00	645.00	653.50
9	654.50	664.00	673.50	684.00
10	681.50	692.50	703.50	716.00
11	709.00	722.00	735.00	749.00
12	738.00	752.50	767.50	784.00
13	768.00	784.50	801.50	820.50
14	799.50	818.00	837.50	858.50
15	832.00	853.00	874.50	898.50

Information Systems Technician II

<u>Step</u>	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>
1	495.50	495.50	495.50	495.50
2	516.00	517.00	518.00	518.50
3	537.00	539.00	541.00	543.00
4	559.50	562.50	565.50	568.50
5	582.50	586.50	590.50	595.00
6	606.50	612.00	617.00	623.00
7	631.50	638.00	645.00	652.50
8	657.50	665.50	674.00	683.00
9	684.50	694.00	704.00	715.00
10	712.50	724.00	736.00	748.50
11	742.00	755.50	769.00	783.50
12	772.50	788.00	803.50	820.50
13	804.50	821.50	839.50	859.00
14	837.50	857.00	877.00	899.50
15	872.00	894.00	916.50	941.50

Information Systems Technician III

<u>Step</u>	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>
1	534.50	534.50	534.50	534.50
2	557.00	558.00	559.00	560.00
3	580.50	582.50	584.50	586.50
4	604.50	608.00	611.00	614.50
5	630.00	634.50	639.00	644.00
6	656.50	662.50	668.50	675.00
7	684.00	691.50	699.00	707.00
8	713.00	721.50	730.50	740.50
9	742.50	753.50	764.00	776.00
10	774.00	786.50	799.00	813.00
11	806.50	821.00	835.50	852.00
12	840.00	857.00	873.50	892.50
13	875.50	894.50	913.50	935.00
14	912.00	933.50	955.50	980.00
15	950.50	974.50	999.00	1,026.50

Lead Service Technician

<u>Step</u>	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>
1	396.00	396.00	396.00	396.00
2	416.00	417.00	417.50	418.50
3	437.50	439.00	440.50	442.00
4	459.50	462.00	464.50	467.00
5	483.00	486.50	489.50	493.50
6	507.50	512.00	516.50	521.50
7	533.00	539.00	544.50	551.00
8	560.00	567.00	574.50	582.00
9	588.50	597.00	605.50	615.00
10	618.50	628.50	638.50	650.00
11	650.00	661.50	673.50	687.00
12	683.00	696.50	710.50	725.50
13	717.50	733.00	749.00	766.50
14	754.00	772.00	790.00	810.00
15	792.50	812.50	833.00	856.00

Appendix A

National Distribution Account Executive

<u>Step</u>	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>
1	337.00	337.00	337.00	337.00
2	351.00	351.50	352.00	353.00
3	365.50	367.00	368.00	369.50
4	380.50	382.50	384.50	387.00
5	396.50	399.00	402.00	405.00
6	412.50	416.50	420.00	424.00
7	430.00	434.50	439.00	444.00
8	447.50	453.00	459.00	465.00
9	466.00	473.00	479.50	487.00
10	485.50	493.00	501.00	509.50
11	505.50	514.50	523.50	533.50
12	526.50	537.00	547.00	559.00
13	548.00	560.00	572.00	585.00
14	571.00	584.00	597.50	612.50
15	594.50	609.50	624.50	641.50

Retail Sales Consultant

<u>Step</u>	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>
1	316.50	316.50	316.50	316.50
2	331.00	331.50	332.00	332.50
3	346.00	347.00	348.50	350.00
4	361.50	363.50	365.50	367.50
5	378.00	381.00	383.50	386.50
6	395.50	399.00	402.50	406.50
7	413.50	418.00	422.00	427.00
8	432.00	437.50	443.00	449.00
9	452.00	458.50	465.00	472.00
10	472.50	480.00	487.50	496.00
11	494.00	503.00	511.50	521.50
12	516.50	526.50	537.00	548.50
13	540.00	551.50	563.00	576.50
14	564.50	577.50	591.00	606.00
15	590.00	605.00	620.00	637.00

Sales Support Representative

<u>Step</u>	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>
1	356.50	356.50	356.50	356.50
2	368.00	368.50	369.00	370.00
3	379.50	381.00	382.50	384.00
4	392.00	394.00	396.00	398.50
5	404.50	407.50	410.00	413.50
6	417.50	421.00	425.00	429.00
7	431.00	435.50	440.00	445.00
8	444.50	450.00	455.50	462.00
9	459.00	465.50	472.00	479.50
10	473.50	481.00	489.00	497.50
11	489.00	497.50	506.50	516.00
12	504.50	514.50	524.50	535.50
13	520.50	532.00	543.00	556.00
14	537.50	550.00	562.50	577.00
15	554.50	568.50	582.50	598.50

Small Biz Advisor I

<u>Step</u>	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>
1	467.50	467.50	467.50	467.50
2	479.50	480.00	481.00	482.00
3	491.50	493.50	495.00	497.00
4	504.00	506.50	509.50	512.50
5	517.00	520.50	524.00	528.00
6	530.00	534.50	539.50	544.50
7	543.50	549.00	555.00	561.50
8	557.00	564.00	571.00	579.00
9	571.50	579.50	587.50	596.50
10	586.00	595.00	604.50	615.00
11	600.50	611.50	622.00	634.00
12	616.00	628.00	640.00	654.00
13	631.50	645.00	659.00	674.00
14	647.50	662.50	678.00	695.00
15	664.00	680.50	697.50	716.50

Appendix A

Small Biz Advisor II

<u>Step</u>	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>
1	496.50	496.50	496.50	496.50
2	509.00	510.00	511.00	512.00
3	522.00	523.50	525.50	527.50
4	535.00	538.00	540.50	544.00
5	548.50	552.50	556.50	560.50
6	562.50	567.50	572.50	578.00
7	576.50	583.00	589.00	596.00
8	591.00	598.50	606.00	614.50
9	606.00	614.50	623.50	633.00
10	621.50	631.50	641.50	653.00
11	637.00	648.50	660.00	673.00
12	653.00	666.00	679.00	693.50
13	669.50	684.00	698.50	715.00
14	686.50	702.50	719.00	737.00
15	704.00	721.50	739.50	760.00

Technician I - MSC/RNOC

<u>Step</u>	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>
1	594.50	594.50	594.50	594.50
2	613.00	614.00	615.00	616.50
3	632.00	634.00	636.50	639.00
4	651.50	655.00	658.50	662.50
5	671.50	676.50	681.50	686.50
6	692.50	698.50	705.00	712.00
7	714.00	721.50	729.50	738.00
8	736.00	745.50	754.50	765.00
9	759.00	770.00	781.00	793.00
10	782.50	795.00	808.00	822.00
11	806.50	821.00	836.00	852.50
12	831.50	848.00	865.00	883.50
13	857.50	876.00	895.00	916.00
14	884.00	905.00	926.00	949.50
15	911.50	934.50	958.00	984.50

Technician II - MSC/RNOC

<u>Step</u>	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>
1	634.00	634.00	634.00	634.00
2	658.00	659.50	660.50	661.50
3	683.00	685.50	688.00	690.50
4	709.00	713.00	716.50	721.00
5	736.00	741.50	746.50	752.50
6	764.00	771.00	777.50	785.50
7	793.50	801.50	810.00	819.50
8	823.50	833.50	844.00	855.50
9	855.00	867.00	879.00	893.00
10	887.50	901.50	916.00	932.00
11	921.00	937.50	954.00	973.00
12	956.00	974.50	994.00	1,015.50
13	992.50	1,013.50	1,035.50	1,060.00
14	1,030.50	1,054.00	1,078.50	1,106.00
15	1,069.50	1,096.00	1,123.50	1,154.50

Technician III - MSC/RNOC

<u>Step</u>	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>
1	673.50	673.50	673.50	673.50
2	704.50	706.00	707.00	708.50
3	737.00	740.00	742.50	745.50
4	771.50	775.50	779.50	784.00
5	807.00	812.50	818.50	824.50
6	844.50	851.50	859.00	867.50
7	883.50	892.50	902.00	912.50
8	924.00	935.50	947.00	960.00
9	967.00	980.50	994.50	1,010.00
10	1,011.50	1,027.50	1,044.00	1,062.50
11	1,058.50	1,077.00	1,096.00	1,117.50
12	1,107.00	1,129.00	1,151.00	1,175.50
13	1,158.50	1,183.00	1,208.50	1,236.50
14	1,212.00	1,240.00	1,268.50	1,301.00
15	1,268.00	1,299.50	1,332.00	1,368.50

Appendix A

Telesale Consultant

<u>Step</u>	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>
1	386.50	386.50	386.50	386.50
2	401.00	401.50	402.50	403.00
3	415.50	417.00	418.50	420.50
4	431.00	433.50	436.00	438.50
5	447.00	450.50	453.50	457.00
6	464.00	468.00	472.00	476.50
7	481.00	486.00	491.50	497.00
8	499.00	505.00	511.50	518.50
9	517.50	524.50	532.00	540.50
10	536.50	545.00	554.00	563.50
11	556.50	566.50	576.50	587.50
12	577.50	588.50	600.00	613.00
13	598.50	611.50	624.50	639.00
14	621.00	635.00	650.00	666.50
15	644.00	660.00	676.50	695.00

Wireless Technician I

<u>Step</u>	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>
1	554.50	554.50	554.50	554.50
2	571.00	572.00	573.00	574.00
3	587.50	589.50	592.00	594.00
4	605.00	608.00	611.50	615.00
5	622.50	627.00	631.50	636.50
6	641.00	646.50	652.50	659.00
7	660.00	667.00	674.00	682.00
8	679.00	687.50	696.50	706.00
9	699.00	709.00	719.50	730.50
10	720.00	731.50	743.00	756.00
11	741.00	754.00	768.00	783.00
12	762.50	778.00	793.00	810.00
13	785.00	802.00	819.50	838.50
14	808.00	827.00	846.50	868.00
15	832.00	853.00	874.50	898.50

Wireless Technician II

<u>Step</u>	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>
1	594.50	594.50	594.50	594.50
2	616.50	617.50	619.00	620.00
3	639.50	642.00	644.00	646.50
4	663.00	667.00	670.50	674.00
5	688.00	693.00	697.50	703.00
6	713.50	720.00	726.00	733.00
7	740.00	748.00	756.00	764.50
8	767.50	777.00	786.50	797.50
9	796.00	807.50	819.00	831.50
10	825.50	839.00	852.00	867.00
11	856.00	871.50	887.00	904.50
12	888.00	905.50	923.00	943.00
13	921.00	940.50	961.00	983.50
14	955.00	977.50	1,000.00	1,025.50
15	990.50	1,015.50	1,041.00	1,069.50

Wireless Technician III

<u>Step</u>	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>
1	634.00	634.00	634.00	634.00
2	663.00	664.50	665.50	666.50
3	693.50	696.00	698.50	701.00
4	725.50	729.00	733.00	737.50
5	758.50	764.00	769.50	775.50
6	793.50	800.50	807.50	815.50
7	830.00	838.50	847.50	857.50
8	868.00	879.00	889.50	902.00
9	908.00	920.50	934.00	948.50
10	949.50	964.50	980.00	997.50
11	993.00	1,010.50	1,028.50	1,049.00
12	1,039.00	1,059.00	1,080.00	1,103.00
13	1,086.50	1,109.50	1,133.50	1,160.00
14	1,136.50	1,162.50	1,189.50	1,220.00
15	1,188.50	1,218.00	1,248.50	1,283.00

Appendix A

**Service
Technician**

Step	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>
1	366.50	366.50	366.50	366.50
2	384.50	385.00	385.50	386.50
3	403.00	404.50	406.00	407.50
4	422.50	425.00	427.50	430.00
5	443.50	446.50	449.50	453.00
6	465.00	469.00	473.50	478.00
7	487.50	493.00	498.00	504.00
8	511.50	518.00	524.50	531.50
9	536.50	544.00	552.00	560.50
10	562.50	571.50	581.00	591.00
11	590.00	600.50	611.00	623.00
12	618.50	631.00	643.50	657.00
13	648.50	662.50	677.00	693.00
14	680.50	696.50	712.50	730.50
15	713.50	731.50	750.00	770.50

Appendix B
2008 Labor Agreement - CWA District 6
Monthly Pension Benefit Table

Calendar Year		Retirements January 1, 2009 or later			Retirements January 1, 2010 or later			Retirements January 1, 2011 or later			Retirements January 1, 2012 or later		
	Age *	60 and over	55 thru 59	Under 55	60 and over	55 thru 59	Under 55	60 and over	55 thru 59	Under 55	60 and over	55 thru 59	Under 55
Title		Pension Band											
Administrative Assistant	1509	\$31.27	\$29.54	\$27.02	\$31.74	\$29.98	\$27.43	\$32.22	\$30.43	\$27.84	\$32.70	\$30.89	\$28.26
Business Account Executive	1512	\$34.21	\$32.27	\$29.59	\$34.72	\$32.75	\$30.03	\$35.24	\$33.24	\$30.48	\$35.77	\$33.74	\$30.94
Business Customer Service Specialist I	1508	\$30.17	\$28.48	\$26.09	\$30.62	\$28.91	\$26.48	\$31.08	\$29.34	\$26.88	\$31.55	\$29.78	\$27.28
Business Customer Service Specialist II	1509	\$31.27	\$29.54	\$27.02	\$31.74	\$29.98	\$27.43	\$32.22	\$30.43	\$27.84	\$32.70	\$30.89	\$28.26
Business Sales Specialist	1511	\$33.17	\$31.33	\$28.67	\$33.67	\$31.80	\$29.10	\$34.18	\$32.28	\$29.54	\$34.69	\$32.76	\$29.98
Clerical Associate	1506	\$28.16	\$26.60	\$24.37	\$28.58	\$27.00	\$24.74	\$29.01	\$27.41	\$25.11	\$29.45	\$27.82	\$25.49
Coordinator	1513	\$35.25	\$33.28	\$30.48	\$35.78	\$33.78	\$30.94	\$36.32	\$34.29	\$31.40	\$36.86	\$34.80	\$31.87
Customer Service Representative I	1508	\$30.17	\$28.48	\$26.09	\$30.62	\$28.91	\$26.48	\$31.08	\$29.34	\$26.88	\$31.55	\$29.78	\$27.28
Customer Service Representative II	1509	\$31.27	\$29.54	\$27.02	\$31.74	\$29.98	\$27.43	\$32.22	\$30.43	\$27.84	\$32.70	\$30.89	\$28.26
Finance Representative I	1509	\$31.27	\$29.54	\$27.02	\$31.74	\$29.98	\$27.43	\$32.22	\$30.43	\$27.84	\$32.70	\$30.89	\$28.26
Finance Representative II	1511	\$33.17	\$31.33	\$28.67	\$33.67	\$31.80	\$29.10	\$34.18	\$32.28	\$29.54	\$34.69	\$32.76	\$29.98
Fraud Analyst	1516	\$38.33	\$36.18	\$33.14	\$38.90	\$36.72	\$33.64	\$39.48	\$37.27	\$34.14	\$40.07	\$37.83	\$34.65
Information Systems Technician I	1518	\$40.28	\$38.02	\$34.83	\$40.88	\$38.59	\$35.35	\$41.49	\$39.17	\$35.88	\$42.11	\$39.76	\$36.42
Information Systems Technician II	1520	\$42.44	\$40.06	\$36.72	\$43.08	\$40.66	\$37.27	\$43.73	\$41.27	\$37.83	\$44.39	\$41.89	\$38.40
Information Systems Technician III	1524	\$46.48	\$43.87	\$40.19	\$47.18	\$44.53	\$40.79	\$47.89	\$45.20	\$41.40	\$48.61	\$45.88	\$42.02
Lead Service Technician	1516	\$38.33	\$36.18	\$33.14	\$38.90	\$36.72	\$33.64	\$39.48	\$37.27	\$34.14	\$40.07	\$37.83	\$34.65
National Distribution Account Executive	1508	\$30.17	\$28.48	\$26.09	\$30.62	\$28.91	\$26.48	\$31.08	\$29.34	\$26.88	\$31.55	\$29.78	\$27.28
Retail Sales Consultant	1507	\$29.16	\$27.53	\$25.22	\$29.60	\$27.94	\$25.60	\$30.04	\$28.36	\$25.98	\$30.49	\$28.79	\$26.37
Sales Support Representative	1506	\$28.16	\$26.60	\$24.37	\$28.58	\$27.00	\$24.74	\$29.01	\$27.41	\$25.11	\$29.45	\$27.82	\$25.49
Service Technician	1513	\$35.25	\$33.28	\$30.48	\$35.78	\$33.78	\$30.94	\$36.32	\$34.29	\$31.40	\$36.86	\$34.80	\$31.87
Small Biz Advisor I	1511	\$33.17	\$31.33	\$28.67	\$33.67	\$31.80	\$29.10	\$34.18	\$32.28	\$29.54	\$34.69	\$32.76	\$29.98
Small Biz Advisor II	1512	\$34.21	\$32.27	\$29.59	\$34.72	\$32.75	\$30.03	\$35.24	\$33.24	\$30.48	\$35.77	\$33.74	\$30.94

Appendix B
2008 Labor Agreement - CWA District 6
Monthly Pension Benefit Table

Calendar Year		Retirements January 1, 2009 or later			Retirements January 1, 2010 or later			Retirements January 1, 2011 or later			Retirements January 1, 2012 or later		
	Age *	60 and over	55 thru 59	Under 55	60 and over	55 thru 59	Under 55	60 and over	55 thru 59	Under 55	60 and over	55 thru 59	Under 55
	Pension Band												
Technician I	1520	\$42.44	\$40.06	\$36.72	\$43.08	\$40.66	\$37.27	\$43.73	\$41.27	\$37.83	\$44.39	\$41.89	\$38.40
Technician II	1528	\$50.53	\$47.68	\$43.68	\$51.29	\$48.40	\$44.34	\$52.06	\$49.13	\$45.01	\$52.84	\$49.87	\$45.69
Technician III	1535	\$57.69	\$54.46	\$49.91	\$58.56	\$55.28	\$50.66	\$59.44	\$56.11	\$51.42	\$60.33	\$56.95	\$52.19
Telesale Consultant	1511	\$33.17	\$31.33	\$28.67	\$33.67	\$31.80	\$29.10	\$34.18	\$32.28	\$29.54	\$34.69	\$32.76	\$29.98
Wireless Technician I	1517	\$39.34	\$37.14	\$34.01	\$39.93	\$37.70	\$34.52	\$40.53	\$38.27	\$35.04	\$41.14	\$38.84	\$35.57
Wireless Technician II	1524	\$46.48	\$43.87	\$40.19	\$47.18	\$44.53	\$40.79	\$47.89	\$45.20	\$41.40	\$48.61	\$45.88	\$42.02
Wireless Technician III	1533	\$55.66	\$52.56	\$48.14	\$56.49	\$53.35	\$48.86	\$57.34	\$54.15	\$49.59	\$58.20	\$54.96	\$50.33
Unassigned	1500	\$22.07	\$20.83	\$19.08	\$22.40	\$21.14	\$19.37	\$22.74	\$21.46	\$19.66	\$23.08	\$21.78	\$19.95
Unassigned	1501	\$23.10	\$21.78	\$19.98	\$23.45	\$22.11	\$20.28	\$23.80	\$22.44	\$20.58	\$24.16	\$22.78	\$20.89
Unassigned	1502	\$24.10	\$22.73	\$20.82	\$24.46	\$23.07	\$21.13	\$24.83	\$23.42	\$21.45	\$25.20	\$23.77	\$21.77
Unassigned	1503	\$25.08	\$23.67	\$21.67	\$25.46	\$24.03	\$22.00	\$25.84	\$24.39	\$22.33	\$26.23	\$24.76	\$22.66
Unassigned	1504	\$26.07	\$24.62	\$22.54	\$26.46	\$24.99	\$22.88	\$26.86	\$25.36	\$23.22	\$27.26	\$25.74	\$23.57
Unassigned	1505	\$27.10	\$25.61	\$23.44	\$27.51	\$25.99	\$23.79	\$27.92	\$26.38	\$24.15	\$28.34	\$26.78	\$24.51
Unassigned	1510	\$32.23	\$30.42	\$27.89	\$32.71	\$30.88	\$28.31	\$33.20	\$31.34	\$28.73	\$33.70	\$31.81	\$29.16
Unassigned	1514	\$36.28	\$34.26	\$31.37	\$36.82	\$34.77	\$31.84	\$37.37	\$35.29	\$32.32	\$37.93	\$35.82	\$32.80
Unassigned	1515	\$37.34	\$35.25	\$32.30	\$37.90	\$35.78	\$32.78	\$38.47	\$36.32	\$33.27	\$39.05	\$36.86	\$33.77
Unassigned	1519	\$41.39	\$39.10	\$35.79	\$42.01	\$39.69	\$36.33	\$42.64	\$40.29	\$36.87	\$43.28	\$40.89	\$37.42
Unassigned	1521	\$43.41	\$40.99	\$37.54	\$44.06	\$41.60	\$38.10	\$44.72	\$42.22	\$38.67	\$45.39	\$42.85	\$39.25
Unassigned	1522	\$44.46	\$41.96	\$38.45	\$45.13	\$42.59	\$39.03	\$45.81	\$43.23	\$39.62	\$46.50	\$43.88	\$40.21
Unassigned	1523	\$45.54	\$42.96	\$39.37	\$46.22	\$43.60	\$39.96	\$46.91	\$44.25	\$40.56	\$47.61	\$44.91	\$41.17
Unassigned	1525	\$47.54	\$44.88	\$41.11	\$48.25	\$45.55	\$41.73	\$48.97	\$46.23	\$42.36	\$49.70	\$46.92	\$43.00
Unassigned	1526	\$48.58	\$45.86	\$42.01	\$49.31	\$46.55	\$42.64	\$50.05	\$47.25	\$43.28	\$50.80	\$47.96	\$43.93

Appendix B
2008 Labor Agreement - CWA District 6
Monthly Pension Benefit Table

Calendar Year	Age *	Retirements January 1, 2009 or later				Retirements January 1, 2010 or later				Retirements January 1, 2011 or later				Retirements January 1, 2012 or later			
		60 and over	55 thru 59	Under 55		60 and over	55 thru 59	Under 55		60 and over	55 thru 59	Under 55		60 and over	55 thru 59	Under 55	
	Pension Band																
Unassigned	1527	\$49.57	\$46.80	\$42.88	\$50.31	\$47.50	\$43.52	\$51.06	\$48.21	\$44.17	\$51.83	\$48.93	\$44.83	\$51.83	\$48.93	\$44.83	
Unassigned	1529	\$51.57	\$48.68	\$44.58	\$52.34	\$49.41	\$45.25	\$53.13	\$50.15	\$45.93	\$53.93	\$50.90	\$46.62	\$53.93	\$50.90	\$46.62	
Unassigned	1530	\$52.67	\$49.71	\$45.54	\$53.46	\$50.46	\$46.22	\$54.26	\$51.22	\$46.91	\$55.07	\$51.99	\$47.61	\$55.07	\$51.99	\$47.61	
Unassigned	1531	\$53.63	\$50.61	\$46.37	\$54.43	\$51.37	\$47.07	\$55.25	\$52.14	\$47.78	\$56.08	\$52.92	\$48.50	\$56.08	\$52.92	\$48.50	
Unassigned	1532	\$54.68	\$51.60	\$47.26	\$55.50	\$52.37	\$47.97	\$56.33	\$53.16	\$48.69	\$57.17	\$53.96	\$49.42	\$57.17	\$53.96	\$49.42	
Unassigned	1534	\$56.62	\$53.45	\$48.97	\$57.47	\$54.25	\$49.70	\$58.33	\$55.06	\$50.45	\$59.20	\$55.89	\$51.21	\$59.20	\$55.89	\$51.21	
Unassigned	1536	\$58.78	\$55.47	\$50.81	\$59.66	\$56.30	\$51.57	\$60.55	\$57.14	\$52.34	\$61.46	\$58.00	\$53.13	\$61.46	\$58.00	\$53.13	
Unassigned	1537	\$59.85	\$56.49	\$51.74	\$60.75	\$57.34	\$52.52	\$61.66	\$58.20	\$53.31	\$62.58	\$59.07	\$54.11	\$62.58	\$59.07	\$54.11	
Unassigned	1538	\$60.91	\$57.51	\$52.67	\$61.82	\$58.37	\$53.46	\$62.75	\$59.25	\$54.26	\$63.69	\$60.14	\$55.07	\$63.69	\$60.14	\$55.07	
Unassigned	1539	\$61.98	\$58.49	\$53.62	\$62.91	\$59.37	\$54.42	\$63.85	\$60.26	\$55.24	\$64.81	\$61.16	\$56.07	\$64.81	\$61.16	\$56.07	
Unassigned	1540	\$63.04	\$59.52	\$54.51	\$63.99	\$60.41	\$55.33	\$64.95	\$61.32	\$56.16	\$65.92	\$62.24	\$57.00	\$65.92	\$62.24	\$57.00	
Unassigned	1589	\$11.17	\$10.54	\$9.65	\$11.34	\$10.70	\$9.79	\$11.51	\$10.86	\$9.94	\$11.68	\$11.02	\$10.09	\$11.68	\$11.02	\$10.09	
Unassigned	1590	\$12.10	\$11.42	\$10.46	\$12.28	\$11.59	\$10.62	\$12.46	\$11.76	\$10.78	\$12.65	\$11.94	\$10.94	\$12.65	\$11.94	\$10.94	
Unassigned	1591	\$13.13	\$12.41	\$11.38	\$13.33	\$12.60	\$11.55	\$13.53	\$12.79	\$11.72	\$13.73	\$12.98	\$11.90	\$13.73	\$12.98	\$11.90	
Unassigned	1592	\$14.10	\$13.31	\$12.18	\$14.31	\$13.51	\$12.36	\$14.52	\$13.71	\$12.55	\$14.74	\$13.92	\$12.74	\$14.74	\$13.92	\$12.74	
Unassigned	1593	\$15.11	\$14.26	\$13.05	\$15.34	\$14.47	\$13.25	\$15.57	\$14.69	\$13.45	\$15.80	\$14.91	\$13.65	\$15.80	\$14.91	\$13.65	
Unassigned	1594	\$16.11	\$15.20	\$13.92	\$16.35	\$15.43	\$14.13	\$16.60	\$15.66	\$14.34	\$16.85	\$15.89	\$14.56	\$16.85	\$15.89	\$14.56	
Unassigned	1595	\$17.09	\$16.14	\$14.78	\$17.35	\$16.38	\$15.00	\$17.61	\$16.63	\$15.23	\$17.87	\$16.88	\$15.46	\$17.87	\$16.88	\$15.46	
Unassigned	1596	\$18.07	\$17.05	\$15.61	\$18.34	\$17.31	\$15.84	\$18.62	\$17.57	\$16.08	\$18.90	\$17.83	\$16.32	\$18.90	\$17.83	\$16.32	
Unassigned	1597	\$19.04	\$17.97	\$16.46	\$19.33	\$18.24	\$16.71	\$19.62	\$18.51	\$16.96	\$19.91	\$18.79	\$17.21	\$19.91	\$18.79	\$17.21	
Unassigned	1598	\$20.01	\$18.87	\$17.29	\$20.31	\$19.15	\$17.55	\$20.61	\$19.44	\$17.81	\$20.92	\$19.73	\$18.08	\$20.92	\$19.73	\$18.08	
Unassigned	1599	\$21.09	\$19.93	\$18.25	\$21.41	\$20.23	\$18.52	\$21.73	\$20.53	\$18.80	\$22.06	\$20.84	\$19.08	\$22.06	\$20.84	\$19.08	

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.



Steve Frost
Executive Director
Labor Relations - Mobility

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February 25, 2008

Richard Kneupper
Assistant to the Vice President - District 6
Communications Workers of America
The Terrace, Building One
2600 Via Fortuna, Suite 260
Austin, Texas 78746

RE: DMDR "Chargebacks"

Dear Mr. Kneupper:

Subject to ratification of the 2008 Labor Agreement between AT&T Mobility LLC 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 - Mobility



Steve Frost
Executive Director
Labor Relations - Mobility

AT&T
432 Industrial Lane
Birmingham, AL 35211

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February 25, 2008

Richard Kneupper
Assistant to the Vice President - District 6
Communications Workers of America
The Terrace, Building One
2600 Via Fortuna, Suite 260
Austin, Texas 78746

Dear Mr. Kneupper:

Subject to ratification of the 2008 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. 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% ($38 + 10 = 48$. $48/40 = 120\%$).*

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 - Mobility



Steve Frost
Executive Director
Labor Relations - Mobility

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February 25, 2008

Richard Kneupper
Assistant to the Vice President
Communications Workers of America
District 6
The Terrace, Building One
2600 Via Fortuna, Suite 260
Austin, Texas 78746

Dear Mr. Kneupper:

During negotiations on the 2008 Labor Agreement, the Company and the Union discussed concerns related to scheduling in the Company's Corporate Owned Retail Locations. The Company and the Union will mutually agree to meet and discuss retail scheduling practices in District 6 within 90 days of ratification of the 2008 Labor Agreement between the Company and the Communications Workers of America. Each side will have no more than four (4) representatives in attendance at these meetings. In an effort to address retail scheduling matters, the Company and the Union may consider and trial mutually agreed upon recommendations taking into account factors such as, customer needs (traffic flow), training, seasonal and promotional offerings, size of the work group, size of the particular business location, part-time and full-time work available, and the hours available to be scheduled from within the work group.

In connection with attendance at these meetings, the employee representatives designated by the Union shall suffer no loss in pay for time consumed in, and necessarily consumed in traveling to and from, these meetings. The Company shall pay for all necessary AT&T Mobility employee travel, lodging accommodations, and expenses to attend these meetings.

Sincerely,

Steve Frost
Executive Director
Labor Relations - Mobility



Steve Frost
Executive Director
Labor Relations - Mobility

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February 25, 2008

Richard Kneupper
Assistant to the Vice President
Communications Workers of America
District 6
The Terrace, Building One
2600 Via Fortuna, Suite 260
Austin, Texas 78746

RE: Call Quality Observations

Dear Mr. Kneupper:

Subject to ratification of the 2008 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 increasing 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 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 - Mobility



Steve Frost
Executive Director
Labor Relations - Mobility

AT&T
432 Industrial Lane
Birmingham, AL 35211

T: 205.943.5408
F: 866.556.0183
sf6486@att.com
www.att.com

February 25, 2008

Richard Kneupper
Assistant to the Vice President
Communications Workers of America
District 6
The Terrace, Building One
2600 Via Fortuna, Suite 260
Austin, Texas 78746

Dear Mr. Kneupper:

Subject to ratification of the 2008 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 Mobility



Steve Frost
Executive Director
Labor Relations - Mobility

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February 25, 2008

Richard Kneupper
Assistant to the Vice President
Communications Workers of America
District 6
The Terrace, Building One
2600 Via Fortuna, Suite 260
Austin, Texas 78746

Dear Mr. Kneupper:

Subject to ratification of the 2008 Labor Agreement between AT&T Mobility and the Communications Workers of America, it is the Company's intent in administering the provisions of Article 2, Recognition and Establishment of the Unit, Section 2, related to the subcontracting of work, to consider the interest of customers and employees as well as the needs of the Company in its highly competitive and dynamic business. For various reasons including, but not limited to, law, regulations, changing industry structure, economic and competitive conditions, and business considerations, it is not possible for the Company to make specific commitments on contracting out of work. However, with the exception of the use of temporary employment agencies for the staffing of some positions and the use of agents or distributors as sales channels for company products and services, it is the general policy of the Company:

- to have employees within the bargaining unit perform bargaining unit work;
- to provide notice to the Union when contracting, except as noted above, is anticipated to last more than ninety (90) days, and to discuss the reasons for such contracting;
- to consider the use of Union-represented contractors to perform work normally performed by the bargaining unit with the understanding that the selection of any contractor is determined solely by the Company; and
- to generally use contractors for reasons associated with force or technological requirements or to operate specialized equipment and/or systems.

Sincerely,

Steve Frost
Executive Director
Labor Relations Mobility



Steve Frost
Executive Director
Labor Relations - Mobility

AT&T
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February 25, 2008

Richard Kneupper
Assistant to the Vice President - District 6
Communications Workers of America
The Terrace, Building One
2600 Via Fortuna, Suite 260
Austin, Texas 78746

Dear Mr. Kneupper:

Subject to ratification of the 2008 Labor Agreement between AT&T Mobility 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 Mobility



Steve Frost
Executive Director
Labor Relations - Mobility

AT&T
432 Industrial Lane
Birmingham, AL 35211

T: 205.943.5408
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February 25, 2008

Richard Kneupper
Assistant to the Vice President
Communications Workers of America
District 6
The Terrace, Building One
2600 Via Fortuna, Suite 260
Austin, Texas 78746

Dear Mr. Kneupper:

AT&T Mobility, LLC and the Communications Workers of America, District 6, have agreed to the following procedures as they relate to the "New Employee Orientation" package 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 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.

Steve Frost
Executive Director
Labor Relations Mobility

Attachment

NEW
EMPLOYEE
ORIENTATION

NEW EMPLOYEE ORIENTATION

Company/Union Relationship

I.	INTRODUCTION	HR Manager
II.	COMPANY/UNION RELATIONSHIP	HR Manager
III.	UNION ROLE IN THE WORKPLACE	CWA Officer
IV.	CLOSING REMARKS	HR Manager

Note:

I, II, and III above will take approximately fifteen minutes to present. IV has one hour allotted to this portion of the presentation, and is to be considered as 'paid Company time'.

I. INTRODUCTION

The HR Manager will introduce him/herself and the CWA Representative. This is an opportunity for the HR Manager to briefly explain job responsibilities and how you partner on a daily basis with the local CWA officers/representatives in order to address specific issues related to its members.

The CWA and AT&T Mobility have developed a relationship that reflects the positive effectiveness of collaborative labor-management relations. Such a partnership can thrive only when both parties recognize they share many common interests and can achieve common goals by working together.

Emphasis should be placed on the fact that all new employees may not be represented by the CWA and subject to the provisions of a Labor Agreement (only those job titles in Appendix A).

II. COMPANY/UNION RELATIONSHIP

Strategic Alliance

Strategic Alliance is a partnership between AT&T Mobility and CWA that allows both parties to come together any time, and discuss important issues impacting the business and/or its employees. Because the Labor Agreement is normally negotiated at four year intervals, both the Company and Union recognize the critical need to be able to jointly meet and address issues in a more timely manner. Examples include the "Working Relations Committee", which addresses items including, but not limited to:

1. Subcontracting
2. Supervisors' performance of Unit Work

Another example is the "Safety Committee", which focuses on all matters pertaining to occupational safety and health.

The Strategic Alliance is co-chaired by the Executive Leadership of both the Communications Workers of America and AT&T Mobility. Committee members include Regional General Managers and CWA District 6 leaders. They meet semi-annually to oversee the progress of the joint committees and ad-hoc problem solving teams designated to address those issues identified as critical to either party.

Article 17 "Company-Union Relationship"

"The Company and the Union recognize that it is in the best interests of both parties, employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect."

Commitment to this thought process or philosophy is the responsibility of each and every employee. It has the endorsement and total commitment of Ralph de la Vega, AT&T Mobility's President & CEO, and Larry Cohen, President - Communications Workers of America. Over the last fifteen years, the roles of the Company and the Union have changed. A once adversarial relationship has now evolved into a

relationship of cooperation, respect and most importantly, open communication. Keeping the Union advised/informed of upcoming changes in the business is a key factor in helping this relationship continue.

Benefits include:

Creating an atmosphere of open communication for all employees.

Establishing good working relationships between management and union.

A "NO SURPRISES" environment which gives management and union the ability to work to achieve common goals, solve problems, and help grow the business.

This commitment is further evidenced by inclusion of Article 17 in the Labor Agreement.

III. UNION ROLE IN THE WORKPLACE

Union Steward Responsibilities

(If a CWA Representative is not available to attend the New Employee Orientation, the HR Manager should cover the items listed below.)

The Union Steward will play an important part in maintaining positive labor relations within a work group. The Steward will be the supervisor's primary Union contact when dealing with labor issues. The Steward is an:

On-the-job legal Union representative

Workplace problem solver

Group leader who enforces the contract and builds the Union

The Steward, in conjunction with Management, will ensure compliance of all contractual items.

Because some parts of the Contract rely on interpretation, Management and the Union should work together to administer the contract when the language is unclear.

IV. CLOSING

Advise those new employees, covered by the contract that the CWA Representative will be providing detailed information about CWA and what it means to be a member of the Union, as well as answer any questions they might have.

Thank everyone for attending Orientation and dismiss the non-bargained new employees.

NOTE: In the event a CWA Representative was not able to attend the orientation, advise those new employees covered by the contract, that they will be contacted by a CWA Representative at a later date.



Steve Frost
Executive Director
Labor Relations- Mobility

AT&T
432 Industrial Lane
Birmingham, AL 35211

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F: 866.556.0183
steven.frost@att.com

February 25, 2008

Richard Kneupper
Assistant to the Vice President
Communications Workers of America
District 6
2600 Via Fortuna, Suite 260
Austin, TX 78745

Subject: Strategic Alliance Committee

Dear Mr. Kneupper:

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 Labor Agreement between AT&T Mobility, LLC and the Communication 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:

- 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.

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 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 proposal shall release or change the duties and rights of either party as provided in their Collective Bargaining Agreement dated February 25, 2008.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Frost", with a stylized, cursive script.

Steve Frost
Executive Director
Labor Relations - Mobility



Steve Frost
Executive Director
Labor Relations - Mobility

AT&T
432 Industrial Lane
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March 7, 2008

Richard Kneupper
Assistant to the Vice President
Communications Workers of America
District 6
The Terrace, Building One
2600 Via Fortuna, Suite 260
Austin, Texas 78746

Dear Mr. Kneupper:

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 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 Labor Agreement. All other terms and conditions of the 2008 agreement apply.

Sincerely,

Steve Frost
Executive Director
Labor Relations - Mobility

**MEMORANDUM OF AGREEMENT
FOUR-DAY WORK WEEK**

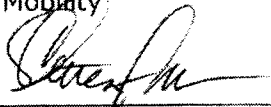
1. In certain administrative work units or work groups, it may be beneficial to employees and in the best interests of the business to establish a four-day-per-week, ten-hours-per-day (four-day work week) schedule as a normal work week.
2. The provisions of the 2008 Labor agreement and any other applicable 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) 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 Local(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 hours, or more than six hours in length.
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.
 - FHL- available only to employees whose remaining FHL balance is fewer hours than a scheduled full day workday.
 - DHL – available only to employees whose remaining DHL balance is fewer hours than a scheduled full day workday.

8. A maximum of seven Authorized Holidays shall be compensated for on an eight-hour basis. During a week that an Authorized Holiday occurs the employee's work schedule will revert to a five (5) day eight hour schedule.
9. Eligible employees must schedule the Floating Holidays and the Designated Holidays in eight (8) hours increments. The remaining two (2) hours may be substituted with two (2) hours EWP, two (2) hours excused no pay, or other schedule adjustments.
10. Eligible employees will qualify for up to thirty-two hours of Excused Work Days which may be taken as either up to three paid Excused Work Days or two paid Excused Work Days and six 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 session from scheduled time. Likewise, an absence of a full day will be paid on a ten-hour basis.

Communications Workers of America

By: _____
Richard Kneupper
Assistant to the Vice President
District 6

AT&T Mobility

By: _____
Steven Frost
Executive Director
Labor Relations Mobility

**MEMORANDUM OF AGREEMENT
Regarding CWA Internal Appeal Process
For Arbitration**


Subject to ratification of the 2008 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.

Communications Workers of America

AT&T Mobility, LLC

By: _____
Richard Kneupper
Assistant to the Vice President
District 6

By:  _____
Steven Frost
Executive Director
Labor Relations Mobility

**MEMORANDUM OF AGREEMENT
REGARDING VOLUNTARY RECOGNITION
February 25, 2008**

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 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, AT&T 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 for the 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, AT&T; 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 the dates as shown on the signature line below and shall run concurrent with the 2008 Labor Agreement between the Company and The Communications Workers of America and District 6.

Date
Richard Kneupper
Assistant to Vice President
Communications Workers of America



Date 2/25/08
Steve Frost
Executive Director Labor Relations-Mobility
AT&T

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: _____



Communications Workers of America, AFL-CIO

Northern Area Office

District 6 Arkansas, Kansas, Missouri, Oklahoma, Texas

10733 Sunset Office Drive, Suite 201

Sunset Hills, Missouri 63127

314-965-9809

314-822-2477

fax: 314-965-9447

Andy Milburn
Vice President

May 30, 2008

TO: District 6 Local Presidents (AT&T Mobility only)

FROM: Mike Neumann, Staff Representative *MVN/lms*

SUBJECT: Movement of Employees to the Business Account Executive Job Title

The Union and Company have agreed to move 64 employees with the Small Business Advisor II job title to the Business Account Executive job title. Attached is a letter explaining how wages will be treated for the affected employees, the new wage schedule and a list of all employees whose titles will be changed.

Unfortunately, this change came too late to be included in the recently negotiated collective bargaining agreement, and will be sent as an addendum to the contract.

MVN/lms
opeiu #13

Attachment

cc: District 6 Administrative Staff
District 6 Staff



May 30, 2008

Mr. Richard Kneupper
Assistant to the Vice President
Communications workers of America
The Terrace, Building One, 2600 Via Fortuna, Suite 260
Austin, TX 78746

Dear Mr. Kneupper:

This letter confirms our understanding concerning the movement of current employees in the SBA2 (Small Business Advisor II) job title to the BAE (Business Account Executive) title in our 2008 Labor Agreement. AT&T Mobility (the Company) and the Communications Workers of America (the Union) have discussed and concluded any bargaining over the effects of moving employees from their current title of SBA2 to BAE in the District 6 Labor Agreement and agree that such move will take effect on June 1, 2008. This title change is expected to impact 64 current employees in the SBA2 title who will be moved to the BAE title effective June 1, 2008. This title change is not considered a promotion and will be considered a lateral move for all purposes.


The impacted employees will be moved into the new BAE wage table (attached) and bumped one step with the exception of those employees currently at the top wage rate. Employees currently at the top of the SBA2 wage table will move to the top of the new BAE wage table. This move will vacate the SBA2 wage table.

The Company has no plans at this time to populate the SBA1 title.

AT&T Mobility LLC

Communications Workers of America


Paul L. Boris
Director, Labor Relations Mobility


Richard Kneupper
Assistant to the Vice President,
District 6

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Appendix A
Wages

Business Account Executive 4S016

<u>Step</u>	<u>Effective</u> <u>2/24/08</u>	<u>Effective</u> <u>2/22/09</u>	<u>Effective</u> <u>2/28/10</u>	<u>Effective</u> <u>2/27/11</u>
1	496.50	496.50	496.50	496.50
2	509.50	510.50	511.50	512.50
3	523.00	524.50	526.50	528.50
4	536.50	539.50	542.50	545.50
5	550.50	554.50	558.50	563.00
6	565.00	570.00	575.00	580.50
7	580.00	586.00	592.50	599.00
8	595.00	602.50	610.00	618.50
9	610.50	619.50	628.00	638.00
10	626.50	636.50	647.00	658.50
11	643.00	654.50	666.50	679.50
12	660.00	673.00	686.00	701.00
13	677.00	691.50	706.50	723.00
14	695.00	711.00	728.00	746.00
15	713.00	731.00	749.50	770.00

EMPLID	EMPLOYEE NAME	STATUS ON 02/24/2008	CURRENT STATUS	JOB CODE	JOB ENTRY DT	GRADE	STEP DT	2008 Hourly	Step	Effective date	BAE Wage	BAE Hourly	BAE Step	Increase	NCS DT	LOCATION DESC	LOCATION CNG MAR
103726	Benjamin McMan	Active	Active	45016	01-01-2008	456	12/41/25	1	2/24/2008	509.50	12.7375	2	13.00	09/26/2005	TX0363	Sr - Las Cc NTHTX	
161887	Danmont Jordan	Active	Active	45016	02-06-2008	456	12/41/25	1	2/24/2008	509.50	12.7375	2	13.00	10/16/2006	KS0026	OVE - 20 C MDWST	
82060	Jacob Groves	Active	Active	45016	09-19-2007	456	12/41/25	1	2/24/2008	509.50	12.7375	2	13.00	05/16/2004	TX0051	COR Corpu STWST	
99090	Matthew Finney	Active	Active	45016	01-15-2008	456	12/41/25	1	2/24/2008	509.50	12.7375	2	13.00	06/13/2005	MO0060	CAP 1131 I MDWST	
104844	Ryan Maxwell	Active	Active	45016	10-16-2008	456	12/41/25	3	2/24/2008	536.00	13.4000	4	14.00	10/24/2005	TX0351	9601 Legac NTHTX	
126874	Eric Henley	Active	Active	45016	02/18/2008	456	13/0500	3	2/24/2008	536.00	13.4000	4	14.00	07/20/2004	TX0020	WAC Wacc NTHTX	
138186	Stephen Cox	Active	Active	45016	11/14/2007	456	13/3750	3	2/24/2008	536.00	13.4000	4	14.00	12/26/2005	MO0013	STL 13075 MDWST	
129460	Jacob Blodgett	Active	Active	45016	10-12-2008	456	13/3750	4	2/24/2008	549.50	13.7375	5	14.50	09/01/2003	TX0351	9601 Legac NTHTX	
138086	Kasey Jackson	Active	Active	45016	11/01/2007	456	13/3750	4	2/24/2008	549.50	13.7375	5	14.50	12/26/2005	TX0035	BEA Beasun HOUTX	
61849	Janie Rice	Active	Active	45016	12-31-2008	456	13/3750	4	2/24/2008	549.50	13.7375	5	14.50	03/10/2003	TX0015	DAL Park L NTHTX	
126880	Daniel Stone	Active	Active	45016	09-23-2007	456	13/7125	5	2/24/2008	564.00	14.1000	6	15.50	08/02/2004	TX0351	9601 Legac NTHTX	
132613	William Tipton	Active	Active	45016	11-01-2007	456	14/0625	6	2/24/2008	578.50	14.4625	7	16.00	08/07/2000	TX0397	Sr - Tyler NTHTX	
190851	Fernando Reyes	Active	Active	45016	10-22-2007	456	14/4125	7	2/24/2008	593.50	14.8375	8	17.00	10/22/2007	TX0224	BRO 1901 I STHTX	
10307	Alice Muela	Active	Active	45016	10-15-2007	456	14/7750	8	2/24/2008	608.50	15.2125	9	17.50	10/15/1992	TX0117	ODE MOD - NTHTX	
130252	Charles Biekely	Active	Active	45016	10-01-2008	456	14/7750	8	2/24/2008	608.50	15.2125	9	17.50	04/14/2003	TX0351	9601 Legac NTHTX	
15004	Mark Martin	Active	Active	45016	09-06-2007	456	14/7750	8	2/24/2008	608.50	15.2125	9	17.50	02/01/2001	AR0020	Searcy Stor ARKAN	
170571	Gustavo Lopez	Active	Active	45016	03-05-2007	456	14/7750	8	2/24/2008	608.50	15.2125	9	17.50	03/05/2007	TX0369	LBO - 655 I NTHTX	
18466	Jeff Brown	Active	Active	45016	09-06-2007	456	14/7750	8	2/24/2008	608.50	15.2125	9	17.50	05/16/2000	AR0019	Valley Park ARKAN	
23659	Jesus Solano	Active	Active	45016	07-02-2007	456	14/7750	8	2/24/2008	608.50	15.2125	9	17.50	07/02/2007	TX0109	MCA McAlis STHTX	
52789	Peter Dorsey	Active	Active	45016	01-01-2007	456	14/7750	8	2/24/2008	608.50	15.2125	9	17.50	05/13/2002	MO0013	STL 13075 MDWST	
80070	Lori Newbrough	Active	Active	45016	10-01-2007	456	14/7750	8	2/24/2008	608.50	15.2125	9	17.50	03/01/2004	MO0013	STL 13075 MDWST	
123258	Christopher Gray	Active	Active	45016	08-15-2007	456	14/7750	8	2/24/2008	608.50	15.2125	9	17.50	06/09/1996	TX0354	Sr - Cedar NTHTX	
160353	Ashley Arding	Active	Active	45016	09-29-2006	456	15/1500	9	2/24/2008	624.50	15.6125	10	18.50	09/29/2006	TX0126	HOU Houst HOUTX	
16095	Jerome Stewart	Active	Active	45016	10-01-2007	456	15/1500	9	2/24/2008	624.50	15.6125	10	18.50	11/16/2000	TX0054	SAN Admin STHTX	
174580	Marcia McKinney	Active	Active	45016	05-03-2007	456	15/1500	9	2/24/2008	624.50	15.6125	10	18.50	05/03/2007	KS0026	OVE - 20 C MDWST	
29822	Ricardera Chism	Active	Active	45016	08-01-2007	456	15/1500	9	2/24/2008	624.50	15.6125	10	18.50	02/07/2005	TX0416	LBO - Auali STHTX	
160527	Tiffany Davis	Active	Active	45016	09-29-2008	456	15/5375	10	2/24/2008	640.50	16.0125	11	19.00	09/29/2008	TX0126	HOU Houst HOUTX	
166324	Matt Peller	Active	Active	45016	03-01-2007	456	15/5375	10	2/24/2008	640.50	16.0125	11	19.00	12/04/2006	MO0013	STL 13075 MDWST	
170628	Lisa Orange	Active	Active	45016	09/01/2007	456	15/5375	10	2/24/2008	640.50	16.0125	11	19.00	03/01/2007	OK0001	TUL 41st S OKLMA	
172915	Julie Hoffmann	Active	Active	45016	10/09/2007	456	15/5375	10	2/24/2008	640.50	16.0125	11	19.00	04/09/2007	TX0110	ABI Abilene NTHTX	
172916	Rhonda Barreras	Active	Active	45016	10/16/2007	456	15/5375	10	2/24/2008	640.50	16.0125	11	19.00	04/16/2007	TX0111	AMA Amaral NTHTX	
173358	Shanda McDonald	Active	Active	45016	01/02/2008	456	15/5375	10	2/24/2008	640.50	16.0125	11	19.00	07/02/2007	TX0369	LBO - 655 I NTHTX	
181346	Christian Vega	Active	Active	45016	02/20/2008	456	15/5375	10	2/24/2008	640.50	16.0125	11	19.00	07/23/2007	TX0369	LBO - 655 I NTHTX	
182664	Pamela Swearingin	Active	Active	45016	10/30/2007	456	15/5375	10	2/24/2008	640.50	16.0125	11	19.00	08/20/2007	TX0343	Sr - Texark ARKAN	
192264	Duane Louis	Active	Active	45016	10/30/2007	456	15/5375	10	2/24/2008	640.50	16.0125	11	19.00	10/30/2007	TX0416	LBO - Auali STHTX	
198307	Joshua Morris	Active	Active	45016	01-07-2008	456	15/5375	10	2/24/2008	640.50	16.0125	11	19.00	01/07/2008	MO0017	SPR Spring MDWST	
22628	Joseph White	Active	Active	45016	11-13-2008	456	15/5375	10	2/24/2008	640.50	16.0125	11	19.00	06/16/1998	MO0013	STL 13075 MDWST	
71128	Jason Little	Active	Active	45016	11/12/2007	456	15/5375	10	2/24/2008	640.50	16.0125	11	19.00	09/29/2003	TX0116	MID MOD 4 NTHTX	
128821	Christopher Spain	Active	Active	45016	11-15-2007	456	15/9250	11	2/24/2008	657.00	16.4250	12	20.00	11/22/2008	KS0026	OVE - 20 C MDWST	
199215	Ryan Porschen	Active	Active	45016	01-21-2008	456	15/9250	11	2/24/2008	657.00	16.4250	12	20.00	01/31/2008	TX0369	LBO - 655 I NTHTX	
200118	Daniel Sifuentes	Active	Active	45016	02-12-2008	456	16/3250	12	2/24/2008	674.00	16.8500	13	21.00	02/12/2007	KS0026	OVE - 20 C MDWST	
170087	Doug Wagner	Active	Active	45016	12/11/2007	456	16/3250	12	2/24/2008	674.00	16.8500	13	21.00	06/11/2007	TX0416	LBO - Auali STHTX	
177049	Frank Otsuki	Active	Active	45016	06-11-2007	456	16/3250	12	2/24/2008	674.00	16.8500	13	21.00	09/24/2007	TX0351	9601 Legac NTHTX	
186892	Neal Flanagan	Active	Active	45016	09-24-2007	456	16/3250	12	2/24/2008	674.00	16.8500	13	21.00	10/01/2007	MO0012	JEF Jeffers MDWST	
188465	Doug Rosner	Active	Active	45016	10-01-2007	456	16/3250	12	2/24/2008	674.00	16.8500	13	21.00	10/22/2007	TX0054	SAN Admin STHTX	
190724	Juan Hernandez	Active	Active	45016	10-22-2007	456	16/3250	12	2/24/2008	674.00	16.8500	13	21.00	10/22/2007	TX0054	SAN Admin STHTX	
195646	Troy Talley	Active	Active	45016	12-01-2007	456	16/3250	12	2/24/2008	674.00	16.8500	13	21.00	12/01/2007	OK0020	OKL 9020 I OKLMA	
74856	Ann Hunter	Active	Active	45016	08-27-2007	456	16/3250	12	2/24/2008	674.00	16.8500	13	21.00	08/27/2007	TX0351	9601 Legac NTHTX	
162511	Lasca Boltz	Active	Active	45016	10-30-2006	456	16/3250	12	2/24/2008	681.00	17.2750	14	21.50	10/30/2006	TX0126	HOU Houst HOUTX	
178328	Billy Fitzgerald	Active	Active	45016	06-18-2007	456	16/3250	13	2/24/2008	681.00	17.2750	14	21.50	06/18/2007	TX0126	HOU Houst HOUTX	

172825	Jose Torres	Active	4S016	03-28-2007	4S6	09/28/2007	696.50	17,1825	14	2/24/2008	709.00	17,7250	15	22.50	03/28/2007	TX0126	HOU Houst HOUTX
177967	Kimberly Manroy	Active	4S016	06-18-2007	4S6	12/18/2007	704.00	17,8000	15	2/24/2008	709.00	17,7250	15	5.00	06/18/2007	TX0126	HOU Houst HOUTX
108789	Neopolo Lara	Active	4S016	01-25-2007	4S6	01/25/2007	704.00	17,8000	15	2/24/2008	709.00	17,7250	15	5.00	02/24/1998	TX0126	HOU Houst HOUTX
16223	Darryl Owens	Active	4S016	04-23-2007	4S6	04/23/2007	704.00	17,8000	15	2/24/2008	709.00	17,7250	15	5.00	04/23/2007	TX0054	SAN Admin STHTX
167976	David Whitesides	Active	4S016	01-08-2007	4S6	01/08/2007	704.00	17,8000	15	2/24/2008	709.00	17,7250	15	5.00	01/08/2007	AR0005	LIT Benton ARKAN
170553	Chris Allenbaugh	Active	4S016	03-05-2007	4S6	09/05/2007	704.00	17,8000	15	2/24/2008	709.00	17,7250	15	5.00	03/04/2007	OK0020	OKL 9020 I OKLMA
173156	Kristy Segress	Active	4S016	04-09-2007	4S6	04/09/2007	704.00	17,8000	15	2/24/2008	709.00	17,7250	15	5.00	04/09/2007	OK0020	OKL 9020 I OKLMA
18985	Brian Edwards	On Leave	4S016	11-05-2008	4S6	11/05/2008	704.00	17,8000	15	2/24/2008	709.00	17,7250	15	5.00	03/01/2000	TX0048	LUB RSO 5 NTHTX
186453	Edward Broussard	Active	4S016	12-03-2007	4S6	12/03/2007	704.00	17,8000	15	2/24/2008	709.00	17,7250	15	5.00	12/03/2007	TX0126	HOU Houst HOUTX
23220	Maria Broussard	Active	4S016	10-02-2008	4S6	10/02/2008	704.00	17,8000	15	2/24/2008	709.00	17,7250	15	5.00	06/18/1997	OK0001	TUL 41st S OKLMA
24217	Felipa Sandoval	Active	4S016	07-01-2007	4S6	07/01/2007	704.00	17,8000	15	2/24/2008	709.00	17,7250	15	5.00	09/19/1988	TX0080	LAR Lanard STHTX
29949	Jennifer Munoz	Active	4S016	06-07-2007	4S6	12/07/2007	704.00	17,8000	15	2/24/2008	709.00	17,7250	15	5.00	07/31/2000	TX0172	MIS HOUS HOUTX
29963	Scott Duchmascolo	Active	4S016	05-15-2007	4S6	05/15/2007	704.00	17,8000	15	2/24/2008	709.00	17,7250	15	5.00	12/04/2000	TX0168	HOU HCTC HOUTX
23028	Leticia Gonzalez	Active	4S016	01-25-2008	4S6	NULL	704.00	17,8000	15	2/24/2008	709.00	17,7250	15	5.00	10/16/1997	TX0050	COR Corpu STHTX