

APPENDIX C

MEMORANDUM OF AGREEMENT

Section 1 – Agreement

1.01 This Memorandum of Agreement (hereinafter called “Memorandum” or “MOA”) is made and entered into by and between AT&T Teleholdings, Inc. d/b/a AT&T Midwest, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated and AT&T Services, Inc. (hereinafter referred to in this MOA as the “Company”) and the Local Union No. 21 of the International Brotherhood of Electrical Workers (I.B.E.W.) affiliated with the American Federation of Labor, Congress of Industrial Organizations (hereinafter referred to in this MOA as the “Union”). The Company and the Union (hereinafter referred to collectively in this MOA as the “Parties”) agree as follows:

1.02 The Company recognizes the Union as the exclusive bargaining agent for those employees of the Company in the State of Illinois (excluding that portion of the Southwest District included in 14-RC-7011) and Lake and Porter County, Indiana, whose occupations are listed in Section 1.03 below.

1.03 Applicable job titles:

Premises Technician

Dispatcher

1.04 This Memorandum contains the entire agreement between the Company and the Union with respect to all positions referenced in Section 1.03 herein, except that Articles 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 16, 28 and 31, and the following Memoranda of Agreement:

- A4 Memorandum of Agreement Committee for Substance Abuse Awareness
- A6 Memorandum of Agreement Military Leaves of Absence
- A9 Memorandum of Agreement regarding Success Sharing Plan
- A16 Memorandum of Agreement Benefits Rules for Movement
- A18 Memorandum of Agreement Payment in Lieu of Vacation

of the 2013 Core Collective Bargaining Agreement between the Company and the Union (the “Contract”), and only those provisions, will also apply to positions covered by this Memorandum.

1.05 Where conflicts may exist or arise between provisions of this Memorandum and those of the above-referenced provisions of the Contract, the provisions of this Memorandum will prevail.

Section 2– Classification of Employees

2.01 Regular Employee

One whose employment is expected to be indefinite. A regular employee may be either full-time or part-time.

2.02 Regular Limited Term Employee

One hired for a specific project or a limited period with the definite understanding that their employment will terminate or be converted to Regular Employee status upon the completion of the project or at the end of the period, and whose employment is expected to continue for more than one (1) year but, unless mutually agreed to by the Company and the Union, not longer than thirty-six (36) months as a Regular Limited Term employee. Regular Limited Term employees shall be excluded from the provisions in Section 7 of this Memorandum. If a Regular Limited Term employee covered by Appendix C attains 36 months of service, the employee shall either be work completed or converted to a Regular Employee at the Company's discretion. If the employee is converted to Regular Employee, the employee will continue to be covered by the terms, conditions and benefits provided by Appendix C.

2.03 Temporary Employee

One hired for a specific project or a limited period with the definite understanding that their employment will terminate upon the completion of the project or at the end of the period, and whose employment is expected to continue for not more than twelve (12) months. Temporary employees shall be excluded from the provisions in Section 7 of this Memorandum.

2.04 For the purposes of this Memorandum, all employees hired into a title covered by this Memorandum, unless otherwise specified by management, will be probationary. Employees will remain probationary for twelve (12) months.

Section 3 - Seniority

3.01 Seniority as used in this Memorandum shall mean Net Credited Service (NCS) with the Company as determined by the Pension Plan Administrator.

3.02 Where two (2) or more employees have the same Net Credited Service, the employee with the lowest last four (4) digits of social security number shall be considered the most senior.

Section 4 – Time Off

4.01 Paid Holidays

Ten (10) paid holidays shall be observed as follows:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- Three Floating Holidays

Holidays that fall on a Sunday will be observed on the following Monday. When a holiday falls on a Saturday, employees will be given another day off in a subsequent week or a preceding week as determined by the Company. All time off earned in the previous vacation year, must be taken before any time off in the current vacation year can be taken.

4.02 Working On A Holiday

Employees who work on a holiday, will not be given a day off to be taken at a later date. Employees who work on a holiday will be paid eight (8) hours at straight time for the holiday and at time and one half (1 ½) for each hour worked on the holiday. Such hours worked at the premium rate shall be used in the calculation of the forty (40) hour overtime threshold.

4.03 Holidays During A Vacation Week

When a holiday falls during a week in which an employee is on vacation, the day will be treated as a holiday, not as a day of vacation.

4.04 Vacation Year

The year in which vacation and Personal Days off may be taken shall be known as the “vacation year.” The vacation year is defined as a period of time beginning December 31st and ending on December 30th of the following year. Employees must be active on the payroll (not on a leave of absence or on disability) and must physically report to work for at least one (1) day in the vacation year to be eligible for vacation and Personal Days Off.

However, an employee may be granted vacation for which they are otherwise eligible in a vacation year without performing any work for the Company in that year provided they are not on a leave of absence or disability and such vacation is contiguous to and continues with their vacation for the preceding year; or such vacation begins during the first seven (7) days of the vacation year.

4.05 Vacation Eligibility

Employees shall be eligible to accrue vacation, based on their NCS with the Company, as follows:

- A. One (1) week of vacation upon completion of six (6) months of service.
- B. Two (2) weeks of vacation upon completion of twelve (12) months of service. This provision cannot be combined with the above to result in more than two (2) weeks of vacation entitlement in the same vacation year.
- C. Three (3) weeks of vacation to any employee who could complete seven (7) years of service or more but less than fifteen (15) years of service within the vacation year.
- D. Four (4) weeks of vacation to any employee who could complete fifteen (15) years of service or more but less than twenty-five (25) years of service within the vacation year.
- E. Five (5) weeks of vacation to any employee who could complete twenty-five (25) years of service or more within the vacation year.

4.06 Carry-over Vacation

All employees are encouraged to take all of their vacation time during the vacation year. However, a maximum of one (1) week of vacation may be carried over into the next vacation year. A vacation week that is carried over must be taken by April 30th.

The Company may at its discretion place employees on vacation and require them to take vacation at a specified time. The number of weeks management may place employees on vacation is limited to not more than one (1) week in a vacation year. Should the need to place employees on vacation occur, the Company will provide thirty (30) days notice to the affected employees.

4.07 Vacation Selection

Employees may select their vacation in full weeks and on a day-at-a-time basis during the vacation selection process. Vacations shall be selected in a work group as determined by the Company, based on seniority. The Company shall determine periods available for selection and the number of employees allowed off on vacation.

4.08 Personal Days Off

Employees are allowed flexibility through the use of Personal Days Off to be off work with pay, subject to approval by management.

Each employee who has completed six (6) months of service will be eligible for four (4) paid Personal Days Off each vacation year.

The Company may at its discretion place employees on Personal Days Off and require them to take Personal Days Off at a specified time. The number of Personal Days Off that management may place employees on, is limited to not more than one (1) in each vacation year. Should the need to place employees on a Personal Day Off occur, the Company will provide thirty (30) days notice to the affected employee.

4.09 Selection Of Personal Days Off

All Personal Days Off shall be selected based on seniority within a workgroup as determined by the Company. Employees may be permitted to take all of their Personal Days Off in two (2) hour increments, except for the one (1) day in the vacation year that the Company may assign. The Company shall determine periods available for selection and the number of employees allowed off on Personal Days Off.

4.10 Civic Duty

Employees must give their supervisor advance notice when they are requested to appear for jury duty. Time off to comply with a summons for obligatory jury duty will be paid subject to court verification. The Company will grant unpaid time off for other court ordered processes. Employees are expected to notify their supervisors as soon as possible of the need for time off to comply with any court order.

4.11 Death In An Employee's Immediate Family/Household

Employees may elect up to three (3) paid days of excused time off due to a death in the employee's immediate family. Immediate family includes the employee's parents, stepparents, adoptive parents, children, stepchildren, adoptive children, brothers, stepbrothers, sisters, stepsisters, husband or wife (including Legally Recognized Partner), grandparents, grandchildren, mother-in-law or, father-in-law. If more time off is needed, an employee may request vacation time or unpaid time off, all of which is dependent on the needs of the business. In all cases, supervisory approval is required.

4.12 Absence

Employees having one (1) or more years of NCS shall be paid at the basic wage rate for absences, including illness on scheduled workdays, up to five (5) paid days not to exceed forty (40) hours per calendar year. Employees must notify their supervisor before their scheduled start time that they will be absent from work. Absences of longer than seven (7) consecutive days will be governed by the AT&T Midwest Disability Benefits Program.

4.13 Excused Time Required By Law

Employees will be granted other excused time off (paid or unpaid) as required by applicable State and/or Federal laws.

Section 5 – Working Conditions

5.01 Work Apparel

The Company may, at its discretion, implement appearance standards and/or a dress code consistent with State and Federal laws. The Company may change the standards and code at its discretion.

For the employees in Appendix C, participation in the U-verse Branded Apparel Program (BAP) is mandatory.

The Company can modify or discontinue this program at its discretion. If the BAP is discontinued for the employees listed in Appendix C, the Company will give those employees a minimum notice of thirty (30) days prior to such discontinuance.

5.02 Work Schedules

Insofar as service requirements and the conditions of the business permit, selection of work schedules shall be, when practical, by seniority. The responsibility for determining the requirements and conditions rests solely with the Company. Employees' scheduled work hours may start at any time of the day, on any day of the week and may be spread over any six (6) days of the week. Work schedules will be posted for a minimum period of one (1) week and are subject to change, with forty-eight (48) hours notice to the employee. If an employee is notified less than twelve (12) hours before the originally scheduled start time of a change in work hours, the affected employee will receive two (2) hours of pay at the straight time rate.

5.03 Four-Ten Work Schedules

The Company will determine if, when and in which groups it would establish a four-ten work schedule. The Company can terminate an established four-ten work schedule at any time for any reason.

Overtime will be paid according to Section 5.06 below. Overtime is time worked in excess of forty (40) hours in a workweek.

A vacation week will always equal forty (40) hours of time off. The employee's scheduled vacation week will be changed to a five-day (5), Monday through Friday, eight (8) hour schedule. Vacation weeks taken a day-at-a-time should be converted to hours for administrative purposes. A vacation day will be ten (10) hours unless the remaining balance of vacation hours is less than ten (10) hours.

Personal days off specified in Section 4.08 of the Memorandum will be eight (8) hours.

An employee's work schedule during a holiday week shall normally be the same as though it were not a holiday week. If the holiday falls on a scheduled day, and the employee is scheduled off, the Company will pay eight (8) hours of holiday pay at straight time. If the employee wishes to be paid the remaining two (2) hours, the employee may use available vacation, personal days off or absence time. If the employee does not wish to be paid, the time will be unpaid excused.

An employee who works the holiday will be paid as follows:

- Eight (8) hours straight time for the holiday;
- Time and one-half for each hour worked up to eight (8) hours;
- Straight time for time worked in excess of eight (8) hours;
- Overtime rules apply for time worked in accordance with Section 5.06 below.

If a holiday falls during the employee's scheduled vacation week; and if the holiday falls on a scheduled vacation day, the employee will be entitled to an additional eight (8) hours of vacation time. If the holiday falls on a non-scheduled day, the employee will receive eight (8) hours of holiday pay at straight time.

Paid absence will be granted in accordance with Section 4.12 of this Memorandum. An employee who is eligible for absence payments will receive ten (10) hours of pay if the employee is sick on a scheduled ten (10) hour day, unless the remaining balance of paid absence time is less than ten (10) hours.

5.04 Split Work Days

The Company may schedule employees to work a split workday. A split workday is a divided workday, with hours off in between.

5.05 Cancellation Of Hours

- A. If an employee is notified less than twelve (12) hours before the originally scheduled start time that the scheduled hours are canceled, the affected employee will receive two (2) hours of pay at the straight time rate.

- B. If an employee begins the scheduled workday, management cannot cancel the employee's hours for the remainder of that workday.

5.06 Overtime

Employees may be required to work up to seventeen (17) hours of overtime per week subject to the needs of the business, except that this limitation will not apply in cases of emergency. Overtime hours worked in excess of forty (40) in a calendar week will be paid at the rate of one and one-half (1½) times the basic hourly wage rate and in accordance with applicable Federal and/or State Laws.

For the purpose of crediting time not worked towards an employee's eligibility for overtime payments, only the following absences during a scheduled shift shall be considered:

- Joint Meeting with the Company including Joint Union-Company Committee Meeting and Union-Management Review Board Meetings
- Absence for Union Business (Unpaid)
- Collective Bargaining with the Company

5.07 Shift Differentials

Employees who are scheduled to work an evening or night assignment in which more than fifty (50) percent of the time falls between the hours of 6:00 p.m. and 6:00 a.m., shall receive a daily premium payment of ten (10) percent of their base wages for each day worked. Shift differentials will be included in the employee's rate of pay for purposes of computing payments during periods of vacation and holidays, if the following conditions are met:

An employee works one (1) full work week of evening or night assignments before his/her vacation or holiday and is scheduled to work one (1) full work week of evening or night assignments, following his/her vacation or holiday.

5.08 Sunday Premium Payments

Employees who work on a Sunday shall receive the rate of one and one-half (1 ½) times the employee's base wages, up to a maximum of eight (8) hours per day. Employees who are excused from work with pay during scheduled hours on Sunday shall be paid at straight time for the excused absence. Such hours worked at the premium rate shall be used in the calculation of the forty (40) hour overtime threshold.

5.09 Relief Differential

Employees will be paid a differential of eight dollars (\$8.00) when in addition to their normal duties they relieve or assist a manager for four (4) hours or more. Relief Differential assignments specifically exclude administering discipline to other employees.

5.10 Working In A Different Title

The assignment of a particular title to an employee does not mean that the employee shall perform only the kind of work coming under his/her title classification, or that certain kinds of work shall be performed exclusively by certain classifications of employees in Appendix C.

5.11 Home Garaging

The Company may, at its discretion, implement a mandatory Home Garaging Program. The Company may change the program at its discretion. Once implemented, the Company can cancel the program with thirty (30) days notice.

5.12 Travel and Temporary Work Locations

- A. The Company will either furnish all means of transportation or specify what transportation shall be used for travel on Company business.
- B. Employees who agree to use their personal vehicles for Company business will be reimbursed at the then current IRS reimbursement rate for mileage.
- C. Employees may be assigned to work at a temporary work location. When employees are assigned to work at a temporary work location, the employee will be reimbursed for travel time and transportation expenses to and from the temporary work location in excess of that required for the employee's normal commute.
- D. Transportation expenses include, but are not limited to, mileage, bridge toll, parking, airfare, and bus fare.

5.13 Contracting Out

It is the Company's objective to consider carefully the interests of both the customer and employee along with all other considerations essential to the management of the business in a highly competitive and dynamic environment. While the Company believes it is in its best interests to utilize its own employees, the Company may use contractors as it deems necessary in order to respond to a highly unpredictable marketplace. For various reasons where the needs of the business require the Company may subcontract bargaining unit work, provided that it will not currently and directly cause layoffs of Regular Employees covered by this Memorandum.

5.14 Overnight Trips

If the Company determines that overnight travel is required, the employee will be reimbursed for expenses which are supported by receipts as follows:

- A. Transportation expenses as described in Section 5.12(D) above.
- B. Lodging, approved in advance by the Company
- C. Meals, not to exceed thirty-five dollars (\$35) per day, unless management approves a higher amount in advance.

5.15 Monitoring/GPS

The Company, at its discretion, may monitor and/or record calls of those employees in Appendix C in accordance with State and Federal laws.

The Company, at its discretion, may use GPS technology with those employees in Appendix C in accordance with State and Federal laws.

Section 6 – Compensation

6.01 Wage Schedules

	<u>Premises Technician Former Exhibits 1 & 2</u>			
	<u>EFFECTIVE</u> <u>6/23/2013</u>	<u>EFFECTIVE</u> <u>6/22/2014</u>	<u>EFFECTIVE</u> <u>6/28/2015</u>	<u>EFFECTIVE</u> <u>6/26/2016</u>
START 0-6	\$426.00	\$426.00	\$426.00	\$426.00
07 - 12	\$455.00	\$456.00	\$457.00	\$458.00
13 - 18	\$486.50	\$488.00	\$490.50	\$492.50
19 - 24	\$519.50	\$522.50	\$526.00	\$529.50
25 - 30	\$555.00	\$559.50	\$564.50	\$569.50
31 - 36	\$593.00	\$599.00	\$605.50	\$612.50
37 - 42	\$633.50	\$641.50	\$649.50	\$658.50
43 - 48	\$677.00	\$686.50	\$697.00	\$708.00
49 - 54	\$723.50	\$735.00	\$747.50	\$761.50
55 - 60	\$773.00	\$787.00	\$802.00	\$819.00
61 - 66	\$826.00	\$842.50	\$860.50	\$880.50
67 - 72	\$882.50	\$902.00	\$923.50	\$947.00
73 - 78	\$942.00	\$964.00	\$988.50	\$1,016.00
79+	\$963.00	\$987.00	\$1,014.00	\$1,044.50

Premises Technician Former Exhibit 3

	<u>EFFECTIVE</u> <u>6/23/2013</u>	<u>EFFECTIVE</u> <u>6/22/2014</u>	<u>EFFECTIVE</u> <u>6/28/2015</u>	<u>EFFECTIVE</u> <u>6/26/2016</u>
START 0-6	\$445.50	\$445.50	\$445.50	\$445.50
07 - 12	\$474.50	\$476.00	\$477.00	\$478.50
13 - 18	\$506.00	\$508.50	\$511.00	\$514.00
19 - 24	\$539.00	\$543.00	\$547.50	\$552.00
25 - 30	\$574.50	\$580.00	\$586.50	\$593.00
31 - 36	\$612.00	\$619.50	\$628.00	\$637.00
37 - 42	\$652.00	\$661.50	\$672.50	\$684.50
43 - 48	\$695.00	\$707.00	\$720.50	\$735.50
49 - 54	\$740.50	\$755.00	\$771.50	\$790.00
55 - 60	\$789.00	\$806.50	\$826.50	\$848.50
61 - 66	\$840.50	\$861.50	\$885.00	\$911.50

Job Title

Premises Technician

Time in Title

30

Dispatcher Former Exhibits 1 & 2

	<u>EFFECTIVE</u> <u>6/23/2013</u>	<u>EFFECTIVE</u> <u>6/22/2014</u>	<u>EFFECTIVE</u> <u>6/28/2015</u>	<u>EFFECTIVE</u> <u>6/26/2016</u>
START 0-6	\$420.00	\$420.00	\$420.00	\$420.00
07 - 12	\$440.00	\$441.00	\$442.50	\$443.50
13 - 18	\$461.00	\$463.00	\$465.50	\$468.50
19 - 24	\$483.00	\$486.50	\$490.50	\$494.50
25 - 30	\$506.00	\$511.00	\$516.50	\$522.50
31 - 36	\$530.00	\$536.50	\$544.00	\$552.00
37 - 42	\$555.00	\$563.50	\$572.50	\$583.00
43 - 48	\$581.50	\$591.50	\$603.00	\$615.50
49 - 54	\$609.00	\$621.00	\$635.00	\$650.00
55 - 60	\$638.00	\$652.50	\$668.50	\$686.50
61 - 66	\$667.50	\$683.00	\$700.00	\$719.50
67 - 72	\$693.00	\$709.00	\$727.50	\$748.00
73 - 78	\$718.50	\$735.50	\$755.00	\$776.50
79 - 84	\$745.50	\$764.00	\$784.50	\$807.50
85+	\$774.00	\$793.50	\$815.50	\$840.00

Dispatcher Former Exhibit 3

	<u>EFFECTIVE</u> <u>6/23/2013</u>	<u>EFFECTIVE</u> <u>6/22/2014</u>	<u>EFFECTIVE</u> <u>6/28/2015</u>	<u>EFFECTIVE</u> <u>6/26/2016</u>
START 0-6	\$420.00	\$420.00	\$420.00	\$420.00
07 - 12	\$440.00	\$441.00	\$442.50	\$443.50
13 - 18	\$461.00	\$463.00	\$465.50	\$468.50
19 - 24	\$483.00	\$486.50	\$490.50	\$494.50
25 - 30	\$506.00	\$511.00	\$516.50	\$522.50
31 - 36	\$530.00	\$536.50	\$544.00	\$552.00
37 - 42	\$555.00	\$563.50	\$572.50	\$583.00
43 - 48	\$581.50	\$591.50	\$603.00	\$615.50
49 - 54	\$609.00	\$621.00	\$635.00	\$650.00
55 - 60	\$638.00	\$652.50	\$668.50	\$686.50
61 - 66	\$668.50	\$685.00	\$704.00	\$725.00

Job Title

Dispatcher

Time in Title

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Employees will be paid on a bi-weekly basis. Payment of wages for each two-week period will be made no later than the Friday following the end of the pay-period.

For the purpose of establishing recognition, the Premises Technician job title and the above wage schedule shall be treated as if they were set forth in full in Appendix B of the Contract.

6.02 Eligibility

All employees who are active on the payroll (not on disability or a leave of absence) on the effective date of a wage increase will be eligible for a wage increase.

Employees, who on the effective date of the wage increase and/or lump sum payment, are on disability or a leave of absence, if otherwise eligible, will receive a wage increase and/or lump sum payment effective on their return to work date. Lump sum payments will be prorated for disability and leave of absence.

6.03 Wage Credit/Changes In Start Rate

Applicants for employment who possess skill or knowledge over and above that normally expected of a new employee may be given wage schedule service credit equivalent to this knowledge or experience and receive as a starting rate the rate corresponding to this wage schedule service credit. Subsequent increases will be in accordance with the progression schedule.

6.04 Discretionary Lump Sum Payments

A lump sum payment of up to five (5) percent of an employee's annualized (52 weeks) weekly wage rate may be granted to individual employees at the Company's discretion.

6.05 Additional Cash Awards

The Company may provide employees with additional cash awards. The selection of employees and the amounts of the cash awards will be made at the discretion of management.

Section 7 - Force Adjustment

7.01 Transfers

The Company may in its discretion hire employees off the street or from outside of the bargaining unit to fill vacancies in Appendix C titles. However, if the Company determines that a vacancy is to be filled from within Appendix C, it will post a notice of the vacancy. Regular full-time employees with at least thirty (30) months of time in title, unless waived by the Company, who have satisfactory attendance and work performance may apply for the vacancy.

Regular full-time employees covered under this Memorandum who have at least thirty (30) months time in title, unless waived by the Company, who have satisfactory attendance and work performance will have the opportunity to be considered for transfers to available positions, covered by this Memorandum for which they are qualified.

In deciding who will be selected for a vacancy, the Company will determine which employee is most qualified to fill the position. The Company will consider an employee's qualifications and where, in the judgment of the Company, such qualifications are equal, it will use seniority. The Company may elect to retreat an employee within the first nine (9) months from the date the employee accepted the position.

When an employee transfers to a higher or a lower wage schedule the employee will move to the same wage schedule step on the new wage schedule that the employee was at on the old wage schedule. In addition, the employee's time spent, months and days, at the step on the old wage schedule will count towards the time required for the employee to progress to the next higher step on the new wage schedule.

Regular full-time employees covered under this Memorandum who have at least thirty (30) months time in title, unless waived by the Company, are eligible to be considered for transfers to available positions under the Contract. Any such transfers will be in accordance with normal staffing rules for transfers into Contract positions and subject to the additional conditions set forth in the provisions of Attachment 1 of this Memorandum.

7.02 Relocation Of Work

When work is to be relocated, the Company may, if it deems appropriate, offer the affected employees the opportunity to follow their work to the new location. Employees who elect to follow their work to the new location will be considered as employee initiated transfers.

7.03 Force Adjustment

Whenever force conditions as determined by the Company are considered to warrant a surplus and the possible layoff of employees, the Company shall notify the Union in writing, prior to notifying the affected employees. Employees will be laid off in a process to be determined by the Company based on the needs of the business and all business needs being equal, such adjustments shall occur in inverse order of seniority. The surplus employees designated for

layoff will be notified a minimum of two (2) weeks prior to the layoff date, unless otherwise provided by law.

7.04 Layoff Allowance

Employees who are laid off will be paid a layoff allowance based on their seniority and their base weekly wage rate in effect at the time of the layoff, in accordance with the following:

LENGTH OF SERVICE	LAYOFF ALLOWANCE
0 - 12 Months	1 week of pay
13 - 24 Months	2 weeks of pay
25 - 47 Months	3 weeks of pay
48 Months or More	4 weeks of pay

7.05 Priority Rehire

Employees who are laid off with satisfactory attendance and work performance and who apply for re-employment to the same position from which they were laid off, will receive priority consideration for re-hire over new applicants for twelve (12) months from his/her layoff date.

Section 8 – Conclusion

8.01 IBEW further agrees that it will not seek to alter any existing bargaining units in any AT&T company on the basis of any movement or transfer of employees between said companies as a result of this Memorandum. Further, IBEW will not, on the basis of this Memorandum or on the basis of any change in operations or practices as a result of this Memorandum, in any pleading, petition, complaint or proceeding before the National Labor Relations Board, an arbitrator or panel of arbitrators, or any court, assert, claim, charge or allege that any companies are a single or joint employer or enterprise, alter egos, accretions or successors of one another, or that any bargaining units of said entities represented by or sought to be represented by IBEW are a single bargaining unit, or are or should be otherwise altered in their scope or composition. This commitment on the part of IBEW will survive the expiration of this Memorandum, unless and until such time as this commitment is terminated by the mutual written agreement of the Parties.

8.02 This Memorandum shall be effective June 23, 2013 and shall continue until 11:59 p.m. on June 24, 2017.

IN WITNESS WHEREOF, the Parties have caused this Memorandum to be signed this 23rd day of June 2013.

AGREED:

FOR THE UNION:

FOR THE COMPANY:

William L. Henne
Vice-President and Assistant Business Manager
International Brotherhood of Electrical Workers
Local Union 21
June 23, 2013

Date

William J. Helwig
Director - Labor Relations

June 23, 2013

Date

**MEMORANDUM OF AGREEMENT
BETWEEN
AT&T MIDWEST (the
Company) AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL
21
(the Union)**

**JOB DUTIES (PREMISES
TECHNICIAN)**

Appendix S S8

In addition to the duties Premises Technicians performed as of June 28, 2009, the Premises Technician will also perform the following:

Installation

1. The Premises Technician will perform all work at the customer premises up to and including the Network Interface (NID) or equivalent, except as specifically reserved for the Core technician below. This work will include but is not limited to all inside wiring, CPE equipment – including VoIP, testing, sales, customer instruction on equipment, etc., for all services regardless of the technology or equipment involved.
2. The Premises Technician will perform all work from and including the Serving Terminal up to and including the customer premises for IP enabled products and services.
3. The Premises Technician may perform pair changes when installing IP enabled products and services.
4. The Premises Technician will perform all necessary field connections when installing IP enabled products and services including fiber cross-connects and fiber drops.
5. The Premises Technician may place bridge tap cancellation devices, excluding splicing them into cable pairs.
6. A Premises Technician may also perform all work from the serving terminal up to and including the customer premises if he/she has already been dispatched to the premises to perform the work as stated above.

Maintenance

1. The Premises Technician will provide maintenance support for all work associated with their responsibilities under the installation portion of their job. In addition, they will be responsible for cross connection work at the SAI (serving area interface) including the VRAD or equivalent.
2. Any trouble condition from the SAI or equivalent to the Serving Terminal is the responsibility of the Core Technician and not the Premises Technician.
3. A Premises Technician may also perform all work from the serving terminal up to and including the customer premises if he/she has already been dispatched to the premises to perform the work as stated above.

The Core technician will continue to perform the following:

1. Installation and maintenance work for TDM enabled voice service (POTS), including station and inside wire installation and maintenance of POTS service.
2. Initial installation work for ATM enabled DSL service, excluding any or all vertical or enhanced products or services at the customer premises.
3. ATM enabled DSL service repair or maintenance outside the customer premises.
4. A Premises Technician may, however, perform any of this work from the serving terminal up to and including the customer premises if he/she has already been dispatched to the premises for work not covered by items 1-3 immediately above.

This Memorandum of Agreement will remain in effect through the term of the 2013 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

FOR THE COMPANY:

William L. Henne
Vice-President and Assistant Business Manager
International Brotherhood of Electrical Workers
Local Union 21

William J. Helwig
Director - Labor Relations

June 23, 2013
Date

June 23, 2013
Date

