MEMORANDUM OF AGREEMENT

SW Labor Agreements Extension

This Memorandum of Agreement to Extend the 2017 SW Labor Agreements (the "Extension Agreement") is made and entered as of June 30, 2020, by and between the Communications Workers of America (the "Union") and Southwestern Bell Telephone Company, AT&T Services, Inc. and DIRECTV, LLC (collectively the "Company") whereby and notwithstanding any agreements to the contrary, the Company and the Union (collectively the "Parties") agree as follows;

- Except as specifically modified in this Extension Agreement, the Parties agree to extend the 2017 SW Labor Agreements. The term of this Extension Agreement will begin April 11, 2021 through 11:59 p.m. CST on April 12, 2025.
- The terms of all agreements, understandings, modifications and amendments set forth in the 2017 Settlement Agreement are extended contemporaneously with the term of this Extension Agreement except as specifically modified herein.
- 3. Employees covered by this Extension Agreement shall receive wage increases as follows:
 - a. A 3% general increase to the top step of the wage schedule, effective May 2, 2021. Increases to be applied exponentially with no change to the start rate.
 - A 3% general increase to the top step of the wage schedule, effective May 1, 2022. Increases to be applied exponentially with no change to the start rate.
 - c. A 2.5% general increase to the top step of the wage schedule, effective April 30, 2023. Increases to be applied exponentially with no change to the start rate.
 - d. A 2.25% general increase to the top step of the wage schedule, effective April 28, 2024. Increases to be applied exponentially with no change to the start rate.

- 4. The Success Sharing Plan is modified and extended as set forth in Attachment A.
- 5. The "Benefit Agreements" is modified and extended as set forth in Attachment B.
- 6. The National Transfer Plan is modified and extended as set forth in Attachment C.
- 7. If there is any conflict between the provisions of this Extension Agreement and the 2017 SW Labor Agreement, this Extension Agreement will prevail.
- 8. Unless the Parties otherwise agree in writing, this Extension Agreement shall expire on 11:59 p.m. CST on April 12, 2025.

FOR THE UNION:

By: Claude Cumming	By: Sylvia J. Ramos
Claude Cummings Jr.	Sylvia J. Ramos
Vice President - CWA District 6	Assistant to the Vice President - CWA District 6

Date: June 30, 2020

FOR THE COMPANY:

Date: <u>June 30, 2020</u>

By:
James V. Cassidy Assistant Vice President – Labor Relations

Date: June 30, 2020 Date: June 30, 2020

SUCCESS SHARING PLAN

Based on the Union and Company's desire to have employees share in the success of AT&T Inc. (AT&T), the parties agree to a Success Sharing Plan (SSP). Eligible employees may receive annual lump sum payments based on AT&T stock price appreciation and AT&T dividend rate.

A. Plan Components

1. <u>Success Units</u>

Employees will be awarded 150 success units at the beginning of each award year (October 1, 2021, October 3, 2022, October 2, 2023 and October 1, 2024). Those success units will only be valid for that award year and will not carryover to the next award year. A success unit is only used as a multiplier in the payout calculation and is not a share of stock nor has any other value.

2. <u>Determining Award Value</u>

Award Year	Beginning Award Value	Ending Award Value
2022	October 1, 2021 closing	September 30, 2022
(October 1, 2021 to	AT&T stock price	closing AT&T stock price
September 30, 2022)		
2023	October 3, 2022 closing	September 29, 2023
(October 3, 2022 to	AT&T stock price	closing AT&T stock price
September 29, 2023)		
2024	October 2, 2023 closing	September 30, 2024
(October 2, 2023 to	AT&T stock price	closing AT&T stock price
September 30, 2024)		
2025	October 1, 2024 closing	September 30, 2025
(October 1, 2024 to	AT&T stock price	closing AT&T stock price
September 30, 2025)		

The stock price used in establishing the award value will be the closing AT&T stock price on the New York Stock Exchange.

The award value will be adjusted proportionally to reflect any stock split.

3. Determining Dividend Rate Value

The dividend rate value will be determined by adding each AT&T declared quarterly dividend during the Award Year (historically December, March, June, and September) and multiplying this total by 150 success units.

4. Payout

Employees will receive a total payout based on the difference between the ending award value and the beginning award value for the award year times 150 success units plus the dividend rate value. For example:

Stock Appreciation Value:

Beginning award value – October 1, 2021 closing AT&T stock price \$40.00

Ending award value – September 30, 2022 closing AT&T stock price \$45.00

Payout $- $45 - $40 = $5 \times 150 \text{ success units} = 750.00

Dividend Rate Value:

December 2021 declared dividend	\$.53
March 2022 declared dividend	\$.53
June 2022 declared dividend	\$.53
September 2022 declared dividend	\$.53

Total Declared Dividend \$2.12

Payout - \$2.12 x 150 success units = \$318.00

Total Payout

\$750.00 stock appreciation value + \$318.00 dividend rate value = \$1,068.00

Payment of the award will be made as soon as practicable after the award year and will normally occur the payday of the last full pay period in November.

B. <u>Eligibility</u>

Employees eligible for payouts as described above are those regular, temporary and term employees who are on the payroll on both the beginning and ending dates of the award year and who work for a minimum of three (3) months within the award year in a position covered by this Collective Bargaining Agreement. Eligible employees who are on approved leaves of absence, short-term disability absence or partial disability absence and meet the other eligibility requirements on the ending date of the award year shall receive a payout, provided they return to duty on or before December 31 of the year in which the payment is made.

An eligible employee who transfers between AT&T Companies participating in the SSP will be eligible to receive a payout under the terms of the SSP applicable to the employee's current bargaining unit at the time of a payout, so long as the combined service in both AT&T Companies satisfies the above eligibility provisions.

C. Part-Time Employees

Eligible part-time employees will receive prorated payments based on their part-time classification (or "part-time equivalent work week") on the ending date of the award year.

D. Benefits Treatment

SSP payments will be recognized as eligible compensation under the following benefit plans:

- Medical
- Life Insurance
- Pension
- Savings Plan (ARSP Only)

E. Taxes, Personal Allotments

Payments are subject to state and local taxes, Federal Income Tax, Social Security Tax, Medicare Tax, and any state disability deductions at the time of payment. Union dues will be deducted at the same rate as they are deducted for wages. Employees with 401(k) pre-tax elections will not have State or Federal Income Taxes deducted from that portion.

Personal allotments such as United Way contributions will not be made.

F. <u>Dispute Resolution</u>

Company determination under this plan shall be final and binding. The Union may present grievances relating to matters covered by the SSP, but neither the plan nor its administration shall be subject to arbitration.

BENEFIT AGREEMENTS

The means for fulfilling the terms of this Benefit Agreement ("Agreement") may be the Company's adoption of its own plan and associated plan document or participation in an equivalent plan having a plan document that includes, for bargained-for employees, the benefits agreed to be provided pursuant to this Agreement and substantially the terms, provisions and conditions under which such benefits are to be provided. The sole remedy for issues with respect to the validity or amount of any claim for benefits is the claim and appeal process as defined in the individual benefits plans and programs. The parties agree to the plans and programs described below. Copies of the plan documents, Summary Plan Descriptions (SPDs) and Summary of Material Modifications (SMMs) of these plans, policies and programs have been provided to the Union. If there is any difference between these SPDs and the ERISA plans or programs (including amendments thereto), the plan texts shall govern.

For purposes of this Agreement:

- Southwest region core bargained employees hired/rehired on or before August 8, 2009 shall be referred to as "Current Employees";
- Southwest region core bargained employees hired/rehired or transferred into the 2009 Collective Bargaining Agreement (CBA) (including transfers to a job title under Appendix J and transfers pursuant to the National Transfer Plan) after August 8, 2009 and on or before April 6, 2013 shall be referred to as "2009 New Hires". "2009 New Hires" shall also include individuals who were classified as Temporary or Term Employees as of August 8, 2009 and who were subsequently reclassified to Regular Employee status on or before April 6, 2013. In addition, "2009 New Hires" shall also include DIRECTV LLC ("DTV") employees whose Term of Employment (TOE) (as of January 1, 2017) is on or before April 6, 2013;
- Southwest region core bargained employees hired/rehired or transferred into
 the 2013 CBA (including transfers to a job title under Appendix J and transfers
 pursuant to the National Transfer Plan) after April 6, 2013 and on or before April
 8, 2017 shall be referred to as "2013 New Hires". In addition, "2013 New Hires"
 shall also include DTV employees whose TOE (as of January 1, 2017) is after
 April 6, 2013 or any DTV employee that is hired or rehired on or after January 1,
 2017 and on or before April 8, 2017;
- Southwest region core bargained employees hired/rehired or transferred into the 2017 CBA (including transfers to a job title under Appendix J and transfers pursuant to the National Transfer Plan) after April 8, 2017 and on or before April 10, 2021 shall be referred to as "2017 New Hires";
- Southwest region core bargained employees hired/rehired or transferred into the 2017 CBA (including transfers to a job title under Appendix J and transfers pursuant to the National Transfer Plan) after April 10, 2021 shall be referred to as "2021 New Hires";
- Current Employees who are laid off, excluding those in titles under Appendix J, who are recalled and whose service is immediately bridged will be treated as Current Employees. 2009 New Hires who are laid off, excluding Employees in

titles under Appendix J, who are recalled and whose service is immediately bridged will be treated as 2009 New Hires. 2013 New Hires who are laid off, excluding Employees under Appendix J, who are recalled and whose service is immediately bridged will be treated as 2013 New Hires. 2017 New Hires who are laid off, excluding Employees under Appendix J, who are recalled and whose service is immediately bridged will be treated as 2017 New Hires;

- Southwest region core bargained employees includes titles in Appendix J;
- Current Employees, 2009 New Hires, 2013 New Hires, 2017 New Hires, and 2021 New Hires shall be referred to collectively as "Employees";
- Employees who terminate employment during the term of the 2017 Labor Agreement (including the term of the Extension Agreement) and who meet the applicable requirements to be eligible for post-retirement benefits are referred to as "Eligible Retired Employees".

1. <u>HEALTH AND WELFARE BENEFIT PLANS</u>

A. Effective January 1, 2022, Current Employees, 2009 New Hires, 2013 New Hires, 2017 New Hires, and 2021 New Hires shall be eligible to participate in the benefit plans, programs and policies identified in the chart below by an X, with the plan terms, conditions and provisions which were in effect on April 10, 2021, as described in the applicable SPDs and SMMs, except as noted herein.

Di	Current Employees & 2009 New	2013 New	2017 New Hires & 2021 New
Plan/Program/Policy	Hires	Hires	Hires
AT&T Southwest Medical Program	X	X	X
AT&T Dental Program (Bargained Employees)	X	X	Χ
AT&T Vision Program (Bargained Employees)	X	X	X
AT&T CarePlus – A Supplemental Benefit Program	X	X	X
AT&T Group Life Insurance Program for Active Employees ¹	X	Х	Х
AT&T Consolidated Long-Term Care Insurance Plan (closed to new entrants as of 5/1/2012)	X		
AT&T Flexible Spending Account Plan	X	X	X
AT&T Disability Income Program for Southwest Bargained Employees	X	Х	
AT&T Disability Income Program ²			X
AT&T Leaves of Absence Policy	X	Х	Х
AT&T Commuter Benefit Program	Х	Х	Х
AT&T Adoption Reimbursement Program	Х	Х	Х
AT&T Employee Assistance Program	Х	Х	Х
AT&T Voluntary Benefits Platform	X	X	X

¹This program includes Supplemental Life Insurance and Dependent Life Insurance provisions. ²Effective on April 9, 2017.

B. Employees, including newly eligible Employees, and Eligible Retired Employees (as provided for in Paragraph 1.D.) shall continue to participate in the same

benefit plans, programs and policies on the same terms and conditions which were in effect on April 10, 2021 including DTV employees, with 2021 New Hires receiving the same benefits as 2017 New Hires, until the benefits identified in Paragraph 1.A. above become effective, subject to changes to benefits resulting from the operation of existing plan provisions and amendments necessary due to changes in the law.

- C. The Company may unilaterally modify or discontinue AT&T CarePlus A Supplemental Benefit Program, AT&T Consolidated Long-Term Care Insurance Plan and the AT&T Voluntary Benefits Platform without further discussions with the Union.
- D. Employees who terminate employment with the Company during the term of the 2017 Labor Agreement (including the term of the Extension Agreement) including DTV employees, and are eligible for post-retirement medical coverage under the terms of the medical program the Employee was eligible for as an active Employee as of the date of termination, will be eligible, during the term of this Agreement, for coverage under the AT&T Southwest Eligible Former Bargained Employee Medical Program, AT&T Eligible Former Employee CarePlus – A Supplemental Benefit Program, AT&T Eligible Former Employee Dental Program (Eligible Former Bargained Employees), AT&T Group Life Insurance Program for Former Bargained Employees, AT&T Eligible Former Employee Vision Program, and AT&T Consolidated Long-Term Care Insurance Plan (current participants only), subject to changes to benefits resulting from the operation of existing plan provisions and amendments necessary to comply with changes in the law, and with the exceptions identified in Exhibit 1. Nothing in this Paragraph 1.D. shall be construed to provide benefits for any period subsequent to the term of this Agreement or for any employee other than those referenced above who terminate employment during the term of the 2017 Labor Agreement (including the term of the Extension Agreement).
- E. Exhibit 1 provides a summary of certain plan, program and/or policy terms, conditions and provisions, including any which are exceptions to terms, conditions and provisions described in the applicable SPDs and SMMs as well as any which differ among groups of employees eligible to participate in a particular plan, program or policy, such as the applicable deductible or copayment amount. If there are discrepancies between the specific information provided in Exhibit 1 and the plan documents, SPDs or SMMs, the information provided in Exhibit 1 will govern.

It is understood that certain benefits are subject to change to comply with implementation of the PPACA and associated regulations and agency guidance. The Company will notify the Union of the changes the Company makes to conform the benefits under this Agreement with final regulations and guidance under PPACA and any amendment determined to be necessary due to changes in the law. Should any of these changes require bargaining, all other terms and provisions of the 2017 CBA (including the term of the Extension Agreement) will remain in effect through expiration.

2. PENSION AND SAVINGS BENEFIT PLANS

A. Current Employees excluding those working in Appendix J

Except as provided below, Current Employees, but excluding those working in Appendix J (but not excluding Surplus Appendix J Current Employees as defined in Section 3.B.), shall continue to participate in the following pension and savings benefit plans, programs, and policies on the same terms and conditions that were in effect on April 10, 2021.

- AT&T Savings and Security Plan (the ASSP)
 - Effective January 1, 2018, Current Employees who participate in the ASSP will be eligible for the maximum Basic Contributions described below.

	Maximum Amount
Weekly	of Weekly Basic
Compensation	Contribution
0 - \$699	\$35
\$700 - \$799	\$40
\$800- \$899	\$45
\$900 - \$999	\$50
\$1000 - \$1099	\$55
\$1100 - \$1199	\$60
\$1200 - \$1299	\$65
\$1300 - \$1399	\$70
\$1400 - \$1499	\$75
\$1500 - \$1599	\$80
\$1600 - \$1699	\$85
\$1700 - \$1799	\$90
\$1800 & Over	\$95

- Southwest Program of the AT&T/WarnerMedia Pension Benefit Plan (the "Southwest Program")
 - i. Current Employees that continue to participate in the Southwest Program will be eligible for the following pension band increase:
 - 1.0% effective January 1, 2022
 - 1.0% effective January 1, 2023
 - 1.0% effective January 1, 2024

- 1.0% effective January 1, 2025
- B. Current Employees working in Appendix J (excluding Surplus Appendix J Current Employees as defined in Section 3.B.), 2009 New Hires, 2013 New Hires, 2017 New Hires, and 2021 New Hires.

Except as provided below, Current Employees working in Appendix J (excluding Surplus Appendix J Current Employees as defined in Section 3.B.), 2009 New Hires, 2013 New Hires, 2017 New Hires, and 2021 New Hires (excluding 2009, 2013, 2017, and 2021 New Hires working in Appendix J job titles but not classified as Regular Employees) shall participate in the following pension and savings benefit plans, programs, and policies on the same terms and conditions that were in effect on April 10, 2021. DTV employees shall participate in the following pension and savings benefit plans, programs, and policies effective June 1, 2017.

- AT&T Retirement Savings Plan
- Bargained Cash Balance Program #2 of the AT&T/WarnerMedia Pension Benefit Plan (the BCB#2 Program)

3. BENEFITS RULES FOR MOVEMENT OF EMPLOYEES

- A. General Provision Any employee who moves after April 10, 2021 from a job title not covered by this Agreement to a job title covered by this Agreement where the circumstances of the move are not specifically accounted for in one of the following paragraphs will be treated as a 2021 New Hire for benefit purposes. In addition, any Employee who moves from a non-Appendix J job title to an Appendix J job title where the circumstances of the move are not specifically accounted for in one of the following paragraphs will be treated as a 2021 New Hire under this Agreement.
- B. Treatment of Surplus Appendix J Employees
 - i. Definitions
 - Surplus Appendix J Current Employee: A "Surplus Appendix J Current Employee" means an individual who was a Current Employee under this Agreement and who was transferred or transfers during the term of this Agreement to an Appendix J job title pursuant to the force adjustment surplus process from a non-Appendix J job title under the 2009, 2013 or 2017 (including the term of the Extension Agreement) Southwest Core CWA CBAs.
 - Surplus Appendix J 2009 New Hire: A "Surplus Appendix J 2009 New Hire" means an individual who was a 2009 New Hire under this Agreement and who was transferred or transfers during the term of

this Agreement to an Appendix J job title pursuant to the force adjustment surplus process from a non-Appendix J job title under the 2009, 2013 or 2017 (including the term of the Extension Agreement) Southwest Core CWA CBAs.

- Surplus Appendix J 2013 New Hire: A "Surplus Appendix J 2013
 New Hire" means an individual who was a 2013 New Hire under this
 Agreement and who was transferred or transfers during the term of
 this Agreement to an Appendix J job title pursuant to the force
 adjustment surplus process from a non-Appendix J job title under the
 2013 or 2017 (including the term of the Extension Agreement)
 Southwest Core CWA CBAs.
- Surplus Appendix J 2017 New Hire: A "Surplus Appendix J 2017
 New Hire" means an individual who was a 2017 New Hire under this
 Agreement and who was transferred or transfers during the term of
 this Agreement to an Appendix J job title pursuant to the force
 adjustment surplus process from a non-Appendix J job title under the
 2017 (including the term of the Extension Agreement) Southwest
 Core CWA CBAs.
- C. Treatment Of Inter-Region Transferred Converted Temp/Term Employees, and Inter-Region Transferred Appendix Employees and Transferred 2009, 2013, and 2017 New Hire Employees

i. Definitions:

- An "Inter-Region Transferred Converted Temp/Term Employee" means an individual who was classified as a temp or term employee as of August 8, 2009 in one of the 2009 Core CWA Collective Bargaining Agreements in the East, Midwest, West, Southeast and Legacy T regions ("Core CWA CBAs") who was subsequently reclassified to "regular employee" status during the term of such applicable 2009 Core CWA CBA and then moved pursuant to the National Transfer Plan to any job title covered by the 2017 (including the term of the Extension Agreement) Southwest Core CWA CBA.
- An "Inter-Region Transferred Appendix Employee" means an individual who was employed as of August 8, 2009 in one of the following appendices under any of the 2009 Core CWA CBAs: East Region Appendix F, Midwest Region Appendix F, or West Region Appendix E and while in such job title did not have economic protections as a result of a surplus and then moved pursuant to the National Transfer Plan to any job title covered by the 2017 (including the term of the Extension Agreement) Southwest Core CWA CBA.

- A "Transferred 2009 New Hire Employee" means an individual who was
 - hired or rehired after August 8, 2009 and on or before April 6, 2013 in a job title in one of the 2009 Core CWA CBAs and who moved pursuant to the National Transfer Plan into any job title covered by the 2017 (including the term of the Extension Agreement) Southwest Core CWA CBA,

or

 hired or rehired after August 8, 2009 and on or before April 6, 2013 under this Agreement and who was transferred or transfers during the term of this Agreement to an Appendix J job title covered by the 2017 (including the term of the Extension Agreement) Southwest Core CWA CBA, but excluding transfers pursuant to the force adjustment surplus process,

or

- a DTV employee whose TOE (as of January 1, 2017) is on or before April 6, 2013 in a job title in one of the 2015/2016 Core CWA CBAs and who moved pursuant to the National Transfer Plan into any job title covered by the 2017 (including the term of the Extension Agreement) Southwest Core CWA CBA. For employees who move to DTV, benefits will be provided under this Agreement.
- A "Transferred 2013 New Hire Employee" means an individual who was:
 - hired or rehired after April 6, 2013 and on or before April 8, 2017 in a job title in one of the 2012/2013/2015/2016 Core CWA CBAs and who moved pursuant to the National Transfer Plan into any job title covered by the 2017 (including the term of the Extension Agreement) Southwest Core CWA CBA,

or

- hired or rehired after April 6, 2013 and on or before April 8, 2017 under this Agreement and who was transferred or transfers during the term of this Agreement to an Appendix J job title covered by the 2017 (including the term of the Extension Agreement) Southwest Core CWA CBA, but excluding transfers pursuant to the force adjustment surplus process.
- DTV employee whose TOE (as of January 1, 2017) or subsequent rehire date is after April 6, 2013 and on or before April 8, 2017 in a

job title in one of the 2015/2016 Core CWA CBAs and who moved pursuant to the National Transfer Plan into any job title covered by the 2017 (including the term of the Extension Agreement) Southwest Core CWA CBA. For employees who move to DTV, benefits will be provided under this Agreement.

- A "Transferred 2017 New Hire Employee" means an individual who was:
 - hired or rehired after April 8, 2017 and on or before April 10, 2021 in a job title in one of the 2015/2016/2018/2019/2020 Core CWA CBAs and who moved pursuant to the National Transfer Plan into any job title covered by the 2017 (including the term of the Extension Agreement) Southwest Core CWA CBA,

or

- hired or rehired after April 8, 2017 and on or before April 10, 2021 under the 2017 Southwest Core CWA CBA and who was transferred or transfers during the term of this Agreement to an Appendix J job title covered by the 2017 (including the term of the Extension Agreement) Southwest Core CWA CBA, but excluding transfers pursuant to the force adjustment surplus process.
- D. Treatment of Inter-Region Transferred Current Employees and Transferred Core to Appendix Employee
 - i. Definitions:
 - An "Inter-Region Transferred Current Employee" means an individual who was employed as of August 8, 2009 in one of the 2009 Core CWA CBAs who moved pursuant to the National Transfer Plan into any job title covered by the 2017 (including the term of the Extension Agreement) Southwest Core CWA CBA, except an Appendix J job title, and immediately preceding such movement was being treated as a "current employee" for benefit plan purposes under the transferring applicable CBA.
 - A "Transferred Core to Appendix Employee" means an individual who was:
 - employed as of August 8, 2009 in one of the 2009 Core CWA CBAs other than one of the following appendices under the 2009 Core CWA CBAs: East Region Appendix F, Midwest Region Appendix F, or West Region Appendix E who moved pursuant to the National Transfer Plan into a job title covered by the 2017 (including the term of the Extension Agreement) Southwest Core

CWA CBA in Appendix J, and immediately preceding such movement was being treated as a "current employee" for benefit plan purposes under the transferring applicable CBA,

or

- employed as of August 8, 2009 under this Agreement and who was transferred or transfers during the term of this Agreement to an Appendix J job title covered by the 2017 (including the term of the Extension Agreement) Southwest Core CWA CBA, but excluding transfers pursuant to the force adjustment surplus process. Immediately preceding such movement, employee was being treated as a "current employee" for benefit plan purposes under this Agreement.
- E. The following employee groups will be eligible to participate in the same plans, policies and provisions on the same terms and conditions as will be provided:

Employee Group	Benefit Treatment Of Initial Move	Benefit Treatment Of Subsequent Moves to Any Other Job Title Covered Under the 2017 CBA (including the term of the Extension Agreement)
Surplus Appendix J Current Employee	Current Employees	Current Employees
Surplus Appendix J 2009 New Hire	2009 New Hires	2009 New Hires
Surplus Appendix J 2013 New Hire	2013 New Hires	2013 New Hires
Surplus Appendix J 2017 New Hire	2017 New Hires	2017 New Hires
Inter-Region Transferred Converted Temp/Term Employee	2009 New Hires	2009 New Hires
Inter-Region Transferred Appendix Employee	2009 New Hires	2009 New Hires
Transferred 2009 New Hire Employee	2009 New Hires	2009 New Hires
Transferred 2013 New Hire Employee	2013 New Hires	2013 New Hires
Transferred 2017 New Hire Employee	2017 New Hires	2017 New Hires
Inter-Region Transferred Current Employee	Current Employee	Current Employee (if subsequent move is to

		a job title outside of Appendix J)
Transferred Core to Appendix Employee	Current Employees 2009 New Hires (Pension /Savings)	Current Employees (if subsequent move is to a job title outside of Appendix J)

4. The term of this Agreement shall be contemporaneous with the term of the Extension Agreement.

Provision	Current Employees, 2009 New Hires, 2013 New Hires, 2017 New Hires, and 2021 New Hires
Active Employees	
Effective Date(s)	Health & Welfare: 1/1/2022, unless noted otherwise
Eligibility	
For Medical, Dental, Vision, Disability, CarePlus, and Life Insurance (unless otherwise specified)	2013 New Hires, 2009 New Hires and Current Employees Applicable programs: Medical – AT&T Southwest Medical Program Dental – AT&T Dental Program (Bargained Employees) Vision – AT&T Vision Program (Bargained Employees) Disability – AT&T Disability Income Program for Southwest Bargained Employees CarePlus – AT&T CarePlus – A Supplemental Benefit Program Life Insurance – AT&T Group Life Insurance Program for Active Employees* 2021 New Hires and 2017 New Hires Applicable programs: Medical – AT&T Southwest Medical Program Dental – AT&T Dental Program (Bargained Employees) Vision – AT&T Vision Program (Bargained Employees) Disability – AT&T Disability Income Program CarePlus – AT&T CarePlus – A Supplemental Benefit Program Life Insurance – AT&T Group Life Insurance Program for Active Employees*
	*includes Supplemental Life and Dependent Life provisions.
Medical	
Program	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees AT&T Southwest Medical Program No change from current program except as provided below, and including: Choice of Option 1 or Option 2 as defined below
Dependent Eligibility	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees No change from current program.
Eligibility for Company Subsidy	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees No change from current program except as noted below: Individual Coverage: Company subsidy for Employees enrolled in Company-sponsored Individual medical coverage (including fully insured coverage options, if available) will begin on the first day of the month in which 90 days of net credited service (NCS) is attained (also referred to as term of employment (TOE)). Employees with less than 90 days of NCS will be eligible to enroll in Company-sponsored medical coverage (including fully insured coverage options, if available) but are required to pay 100% of the cost of coverage. Family Coverage: Company subsidy for Employees enrolled in Company-sponsored medical coverage other than Individual coverage will continue to begin on the first day of the month in which 6 months of NCS is attained (also referred to as TOE). Employees with less than 91 days of NCS may enroll in Company-sponsored medical coverage (including fully insured coverage options, if available) but are required to pay 100% of the cost of coverage. Employees with more than 90 days of NCS and less than 6 months of NCS may enroll in Company-sponsored medical coverage (including fully insured coverage options, if available) but are required to pay 100% of the cost of coverage reduced by the company subsidy for the Individual coverage tier.

Provision	Current Em	ployees, 2	009 New H	Hires, 2013 No	ew Hires, 2	017 New H	ires, and 202	21 New Hires
Active	2017 New Hires, 2	2013 New Hir	es, 2009 Nev	w Hires and Curr	ent Employee:	<u>s</u>		
(Full-Time) Monthly Contributions				Monthly Contr	ibution Amour	<u>its</u>		
		Option 1		2022	<u>2023</u>	<u>2024</u>	<u>2025</u>	
		Individua	ıl	\$133	\$138	\$145	\$154	
		Family		\$355	\$376	\$395	\$418	
				Monthly Contr	ibution Amour	nts.		
		Option 2		2022	2023	2024	<u>2025</u>	
		Individua	d.	\$87	\$92	\$98	\$106	
		Family		\$231	\$250	\$268	\$288	
	2021 New Hires							
				Monthly Contr	ibution Amour	nts		
		Option 1		2022	2023	2024	2025	
		Individua	ı	\$159	\$164	\$173	\$183	
		Family		\$422	\$447	\$470	\$497	
		<u> </u>		Monthly Contr	ibution Amour	ate	<u> </u>	
		Option 2		2022	2023	2024	2025	
		Individua	ı	\$112	\$118	\$126	\$135	
		Family		\$299	\$321	\$342	\$367	
				,		,		
Active	2021 New Hires, 2	2017 New Hir	es, 2013 Nev	w Hires, 2009 Ne	w Hires and C	Current Emplo	yees_	
(Part-Time)	No change from c	urrent progra	m.			-		
Monthly Contributions								
Working Spouse/Partner Contribution	2021 New Hires, 2	2017 New Hir	es, 2013 Nev	w Hires, 2009 Ne	w Hires and C	Current Emplo	<u>yees</u>	
	Spouse/Partner						oithor solf insu	rod or fully incured
	Participants whos programs) but oth monthly contributi	e spouse/part erwise has ac on toward the	ner enrolls in cess to med ir cost of cov	n AT&T-sponsore lical coverage thr rerage. The mor	ed medical cov ough their em othly additional	verage (within ployer, excluded contribution	ling AT&T, will p is shown below.	
	Participants whos programs) but oth monthly contributi must attest that hi	e spouse/part erwise has ac on toward the s or her spou	ener enrolls in ecess to med ir cost of cov se/partner do	n AT&T-sponsore lical coverage thr rerage. The mor	ed medical cov ough their em othly additional	verage (within ployer, excluded contribution	ling AT&T, will p is shown below.	pay an additional The participant
	Participants whos programs) but oth monthly contributi must attest that hi will be applied.	e spouse/part erwise has ac on toward the s or her spou	ener enrolls in ecess to med ir cost of cov se/partner do	n AT&T-sponsore lical coverage thr rerage. The mor	ed medical cov ough their em othly additional	verage (within ployer, excluded contribution	ling AT&T, will p is shown below.	pay an additional The participant
	Participants whos programs) but oth monthly contributi must attest that hi will be applied. Additional Monthly 2022	e spouse/pari erwise has ac on toward the s or her spou / Medical Cor	cner enrolls in ccess to med ir cost of covered se/partner do ntribution:	n AT&T-sponsore lical coverage the verage. The more not have acc	ed medical cov ough their em othly additional	verage (within ployer, excluded contribution	ling AT&T, will p is shown below.	pay an additional The participant
	Participants whos programs) but oth monthly contributi must attest that hi will be applied. Additional Monthly	e spouse/part erwise has ac on toward the s or her spou / Medical Cor	ner enrolls in cess to med ir cost of cov se/partner do ntribution:	n AT&T-sponsore lical coverage thr verage. The mor oes not have acc	ed medical cov ough their em othly additional	verage (within ployer, excluded contribution	ling AT&T, will p is shown below.	pay an additional The participant
Tabaga Usa Cantribution	Participants whos programs) but oth monthly contributi must attest that hi will be applied. Additional Monthly 2022 \$100	e spouse/parl erwise has ac on toward the s or her spou / Medical Cor 2023 \$110	content enrolls in coess to med ir cost of covered selections of covered enrolls in cost of covered enrolls in covered enrolls enrolled enrolls in covered enrolls enrolled enrolls enrolled enrolls enrolled enrolle	n AT&T-sponsore lical coverage the verage. The more not have account and a specific street and a specific stre	ed medical cov rough their em hthly additional ess to medica	verage (within ployer, excluc I contribution i I coverage oth	ling AT&T, will pis shown below. nerwise the addi	pay an additional The participant
Tobacco Use Contribution	Participants whos programs) but oth monthly contributi must attest that hi will be applied. Additional Monthly 2022	e spouse/parl erwise has ac on toward the s or her spou / Medical Cor 2023 \$110	content enrolls in coess to med ir cost of covered selections of covered enrolls in cost of covered enrolls in covered enrolls enrolled enrolls in covered enrolls enrolled enrolls enrolled enrolls enrolled enrolle	n AT&T-sponsore lical coverage the verage. The more not have account and a specific street and a specific stre	ed medical cov rough their em hthly additional ess to medica	verage (within ployer, excluc I contribution i I coverage oth	ling AT&T, will pis shown below. nerwise the addi	pay an additional The participant
Tobacco Use Contribution	Participants whos programs) but oth monthly contributi must attest that hi will be applied. Additional Monthly 2022 \$100	e spouse/pari erwise has ac on toward the s or her spou / Medical Cor 2023 \$110	content enrolls in the content enrolls in the content enrolls in cost of covered enrolls in cost of covered enrolls in the content enrolls in the cost of the cost	n AT&T-sponsore lical coverage three rage. The more poes not have account and the recoverage with the recoverage of the	ed medical cov rough their em hthly additional ess to medica	verage (within ployer, excluc I contribution i I coverage oth	ling AT&T, will pis shown below. nerwise the addi	pay an additional The participant
Tobacco Use Contribution	Participants whos programs) but oth monthly contributi must attest that hi will be applied. Additional Monthly 2022 \$100 2021 New Hires, 2 Tobacco Use Ad Employees and/oi self-insured or full pay an additional no tobacco usage Enrollment otherw participation and of	e spouse/parierwise has acon toward the sor her spour Medical Cor 2023 \$110 \$110 \$2017 New Hir ditional Medical Medical Cormonthly contror engage in vise the additional Medical Medic	cher enrolls in coess to med ir coess to med ir coes of coverse/partner do intribution: 2024 \$115 \$115 (cal Contribution toward a Company-onal monthly tobacco use Tobacco pro	AT&T-sponsore lical coverage the verage. The more pes not have accompany the sponsore sponsore sponsored Tobate contribution will be contribution will be contributed the cigarian sponsored to sponsored Tobate contribution will be contributed to sponsored to sponsor	ed medical covorce of the cough their emotifies and controlled in AT& or participate in overage. The coco Cessation be applied. Ened as some carettes, cigars	rerage (within ployer, exclude a contribution of coverage of coverage of the c	ing AT&T, will p is shown below. herwise the addi yees medical coverage Tobacco Cess for spouse/part he time defined currently define sed tobacco pro arettes, vaporize	ge (within either ation program will ners must attest to during Annual ed as enrollment, oducts more ers and smokeless
Tobacco Use Contribution	Participants whos programs) but oth monthly contributi must attest that hi will be applied. Additional Monthly 2022 \$100 2021 New Hires, 2 Tobacco Use Ad Employees and/or self-insured or full pay an additional no tobacco usage Enrollment otherw participation and of frequently than or tobacco. The defit Tobacco Cessation	e spouse/parl erwise has ac on toward the s or her spou / Medical Cor 2023 \$110 2017 New Hir ditional Medi r spouses/par y insured pro- monthly contr or engage in vise the additi- completion. A ice a month. nitions of eng- in program mi	there enrolls in the coess to media ir cost of countribution: 2024 \$115 \$115 \$116 \$116 \$117 \$117 \$118 \$118 \$118 \$118 \$118	AT&T-sponsore lical coverage this verage. The more pes not have accompany to the period of the perio	ed medical covough their emails additional ess to medical ess to m	T-sponsored a designated employee and program in the naggement is not who has used in the terms cretion of the terms cretion of the	yees medical coverage Tobacco Cess for spouse/part the time defined currently defined currently defined currently defined of the Company	ge (within either ation program will ners must attest to during Annual ed as enrollment, oducts more ers and smokeless
Tobacco Use Contribution	Participants whos programs) but oth monthly contributi must attest that hi will be applied. Additional Monthly 2022 \$100 2021 New Hires, 2 Tobacco Use Ad Employees and/or self-insured or full pay an additional no tobacco usage Enrollment otherw participation and of frequently than or tobacco. The defit Tobacco Cessation Additional Monthly	e spouse/parl erwise has ac on toward the s or her spou / Medical Cor 2023 \$110 2017 New Hir ditional Med r spouses/par y insured pro- monthly contr or engage in vise the additi- completion. A ice a month. nitions of eng in program man / Medical Cor	there enrolls in the coess to med in coess to med in coess to med in coesse/partner do in the coesse/partner do in the coesse/partner do in the coesse/partner do in the coesse in the c	AT&T-sponsore lical coverage the verage. The morphes not have accorded by the verage of the verage o	ed medical covough their emails additional ess to medical ess to m	T-sponsored a designated employee and program in the naggement is not who has used in the terms cretion of the terms cretion of the	yees medical coverage Tobacco Cess for spouse/part the time defined currently defined currently defined currently defined of the Company	ge (within either ation program will ners must attest to during Annual ed as enrollment, oducts more ers and smokeless
Tobacco Use Contribution	Participants whos programs) but oth monthly contributi must attest that hi will be applied. Additional Monthly 2022 \$100 2021 New Hires, 2 Tobacco Use Ad Employees and/or self-insured or full pay an additional no tobacco usage Enrollment otherw participation and of frequently than or tobacco. The defit Tobacco Cessation	e spouse/parl erwise has ac on toward the s or her spou / Medical Cor 2023 \$110 2017 New Hir ditional Medi r spouses/par y insured pro- monthly contr or engage in vise the additi- completion. A ice a month. nitions of eng- in program mi	there enrolls in the coess to media ir cost of countribution: 2024 \$115 \$115 \$116 \$116 \$117 \$117 \$118 \$118 \$118 \$118 \$118	AT&T-sponsore lical coverage this verage. The more pes not have accompany to the period of the perio	ed medical covough their emails additional ess to medical ess to m	T-sponsored a designated employee and program in the naggement is not who has used in the terms cretion of the terms cretion of the	yees medical coverage Tobacco Cess for spouse/part the time defined currently defined currently defined currently defined of the Company	ge (within either ation program will ners must attest to during Annual ed as enrollment, oducts more ers and smokeless
Tobacco Use Contribution	Participants whos programs) but oth monthly contributi must attest that hi will be applied. Additional Monthly 2022 \$100 2021 New Hires, 2 Tobacco Use Ad Employees and/or self-insured or full pay an additional no tobacco usage Enrollment otherw participation and of frequently than or tobacco. The defit Tobacco Cessation Additional Monthly	e spouse/parl erwise has ac on toward the s or her spou / Medical Cor 2023 \$110 2017 New Hir ditional Med r spouses/par y insured pro- monthly contr or engage in vise the additi- completion. A ice a month. nitions of eng in program man / Medical Cor	there enrolls in the coess to med in coess to med in coess to med in coesse/partner do in the coesse/partner do in the coesse/partner do in the coesse/partner do in the coesse in the c	AT&T-sponsore lical coverage the verage. The morphes not have accorded by the verage of the verage o	ed medical covough their emails additional ess to medical ess to m	T-sponsored a designated employee and program in the naggement is not who has used in the terms cretion of the terms cretion of the	yees medical coverage Tobacco Cess for spouse/part the time defined currently defined currently defined currently defined of the Company	ge (within either ation program will ners must attest to during Annual ed as enrollment, oducts more ers and smokeless

Annual	2021 New H	lires, 2017 N	lew Hires, 20	013 New Hires	, 2009 New F	lires and Cur	rent Employe	<u>es</u>			
Deductibles	0-6 4-	Option 1:									
	Option 1:	20)22	20	23	20	24	20	25		
		Network	Non-	Network	Non-	Network	Non-	Network	Non-		
		& ONA	Network	& ONA	Network	& ONA	Network	& ONA	Network		
	Ind	\$ 850	\$2,550	\$ 900	\$2,700	\$ 950	\$2,850	\$1,000	\$3,000		
	Family	\$1,700	\$5,100	\$1,800	\$5,400	\$1,900	\$5,700	\$2,000	\$6,000		
	No change	uctible Provi from current Annual Dedu	program.	e included in tl	ne Out-Of-Po	cket Maximui	ms				
	Option 2:										
)22) <u>23</u>		024	_	<u>025</u>		
		Network & ONA	<u>Non-</u> <u>Network</u>	Network & ONA	<u>Non-</u> <u>Network</u>	Network & ONA	<u>Non-</u> <u>Network</u>	Network & ONA	Non- Netwo		
	Ind	\$1,650	\$4,950	\$1,700	\$5,100	\$1,750	\$5,250	\$1,800	\$5,40		
	Family	\$3,300	\$9,900	\$3,400	\$10,200	\$3,500	\$10,500	\$3,600	\$10,80		
	Outpatient prescription drug allowable charges of eligible expenses. Note: The Annual Deductibles are included in the Out-Of-Pocket Maximums 2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees										
Comoral							rant Francisco				
General Copay/Coinsurance	2021 New H						rent Employe	<u>es</u>			
				013 New Hires			rent Employe	<u>es</u>			
	2021 New H	lires, 2017 N	lew Hires, 2022-2	013 New Hires 2025 Non-			rent Employe	<u>es</u>			
	2021 New F	lires, 2017 N	2022-2 work & A	013 New Hires 2025 Non- Network			rent Employe	<u>es</u>			
	2021 New H	Net ON \$0.00	2022-2 work & A / 0%	013 New Hires 2025 Non-			rent Employe	<u>es</u>			
	2021 New F	Net ON Dec	2022-2 work & A	013 New Hires 2025 Non- Network			rent Employe	<u>es</u>			
	2021 New F Option 1: Preventive	Net ON Dec \$0.	2022-2 cwork & A / 0% d waived	013 New Hires 2025 Non- Network No Benefit			rent Employe	<u>es</u>			
	2021 New F Option 1: Preventive Sickness/	Net ON Dec \$0.	2022-2 work & A / 0% d waived / 10%	013 New Hires 2025 Non- Network No Benefit \$0 / 50%			rent Employe	<u>es</u>			
	2021 New H Option 1: Preventive Sickness/Illness	Net SO Afte	2022-2 2022-2 2000rk & A / 0% d waived / 10% er Ded	2025 Non- Network No Benefit \$0 / 50% After Ded			rent Employe	<u>es</u>			
	2021 New H Option 1: Preventive Sickness/Illness	Net ON Afte	2022-2 work & A / 0% d waived / 10% er Ded	2025 Non- Network No Benefit \$0 / 50% After Ded			rent Employe	<u>es</u>			
	2021 New F Option 1: Preventive Sickness/ Illness Option 2:	Net ON After	2022-2 work & A / 0% d waived / 10% er Ded 2022-2 work & A	2025 Non- Network No Benefit \$0 / 50% After Ded			rent Employe	<u>es</u>			
	2021 New H Option 1: Preventive Sickness/Illness	Net	2022-2 work & A / 0% d waived / 10% er Ded	2025 Non- Network No Benefit \$0 / 50% After Ded			rent Employe	<u>es</u>			
	2021 New H Option 1: Preventive Sickness/ Illness Option 2: Preventive Sickness/	Net ON Afte	2022-2 work & A / 0% d waived / 10% er Ded 2022-2 work & A / 0% d waived / 10% d waived / 10%	2025 Non- Network No Benefit \$0 / 50% After Ded 2025 Non- Network No Benefit \$0 / 50% After Ded 2025 Non- Network No Benefit \$0 / 50%			rent Employe	<u>es</u>			
	2021 New F Option 1: Preventive Sickness/ Illness Option 2: Preventive	Net ON Afte	2022-2 work & A / 0% d waived / 10% er Ded 2022-2 work & A / 0% d waived	2025 Non- Network No Benefit \$0 / 50% After Ded 2025 Non- Network No Benefit			rent Employe	<u>es</u>			

Provision	Current Em	ployees, 2009	9 New Hires, 2013 New Hires, 2017 New Hires, and 2021 New Hires
Office Visit Copay / Coinsurance		2017 New Hires,	, 2013 New Hires, 2009 New Hires and Current Employees
	Option 1:		
			2-2025
		Network &	Non-
	Preventive	ONA \$0 / 0%	No Benefit
	Fieverilive	Ded waived	No beliefit
	Sickness/	\$0 / 10%	\$0 / 50%
	Illness	After Ded	After Ded
	Option 2:		
	Option 2.	2022	2-2025
		Network &	Non-
		ONA	<u>Network</u>
	Preventive	\$0 / 0%	No Benefit
	Sickness/	Ded waived \$0 / 10%	\$0 / 50%
	Illness	After Ded	After Ded
Urgent Care			, 2013 New Hires, 2009 New Hires and Current Employees
Facility/Professional			
Services	Option 1:	0.5	
Copay / Coinsurance	2022-20 Network &	<u>25</u> Von-	
		Network	
		\$0 / 50%	
	After Ded /	After Ded	
	On the mode		
	Option 2: 2022-20	25	
		Von-	
		<u>Vetwork</u>	
		\$0 / 50%	
		After Ded	
Emergency	2021 New Hires, 2	2017 New Hires,	, 2013 New Hires, 2009 New Hires and Current Employees
Room Facility/Professional	Option 1:		
Services	2022-20	25	
Copay / Coinsurance		Non-	
Copuly / Comountained	<u>ANO</u>	<u>Vetwork</u>	
		\$0 / 10%	
	After Ded /	After Ded	
	Option 2:		
	2022-20	25	
		Non-	
	A	Network	
		\$0 / 10% After Ded	
11	2024 Nam I II	2017 Nam I !!	2012 New Hires 2000 New Hires and Correct Females:
Hospital Inpatient/Outpatient	ZUZ I NEW HIFES, Z	ZUIT NEW HITES,	, 2013 New Hires, 2009 New Hires and Current Employees
Facility/Professional	Option 1:		
Services	2022-20		
Copay / Coinsurance		Non-	
		<u>Network</u> \$0 / 50%	
		After Ded	
	Option 2:		
	2022-20		
		<u>Non-</u> Network	
		\$0 / 50%	
		After Ded	

Provision	Current Emp	loyees, 2009	New Hires, 2	2013 New Hires, 2017 New Hires, and 2021 New Hires
Tests (all tests including x-ray,	2021 New Hires, 20)17 New Hires, 20	013 New Hires,	2009 New Hires and Current Employees
radiology, lab test, etc)	Option 1:			
Copay / Coinsurance	•	2022-2	<u> 2025</u>	
		Network &	Non-	
	Preventive	<u>ONA</u> \$0 / 0%	Network No Benefit	
	1 TOVETHIVE	Ded waived	No Benefit	
	Sickness/Illness	\$0 / 10%	\$0 / 50%	
		After Ded	After Ded	
	Option 2:			
		<u>2022</u> -		
		Network &	Non-	
	Preventive	ONA \$0 / 0%	Network No Benefit	
	1 TOVOTILIVO	Ded waived	140 Benefit	
	Sickness/Illness	\$0 / 10%	\$0 / 50%	
	2004 N	After Ded	After Ded	
Mental Health/Substance Abuse (MH/SA)	2021 New Hires, 20	017 New Hires, 20	013 New Hires,	2009 New Hires and Current Employees
Copay / Coinsurance	Option 1:			
Copay, comeanance	•	<u>2022-2</u>		
		Network & ONA	Non- Network	
	Preventive	\$0 / 0%	No Benefit	
		Ded waived		
	Sickness/Illness	\$0 / 10% After Ded	\$0 / 50% After Ded	
		Aitei Deu	Aitei Deu	I
	Option 2:			_
		2022-		
		Network & ONA	Non- Network	
	Preventive	\$0 / 0%	No Benefit	
		Ded waived		
	Sickness/Illness	\$0 / 10%	\$0 / 50%	
		After Ded	After Ded	

	Current Employees, 2009 New Hires, 2013 New Hires, 2017 New Hires, and 2021 New Hires, 2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees								
Annual Out-of-Pocket Maximums (OOP)	Option 1:	Hires, 2017 N	Out-of		mum Amoun		rrent Employ	<u>ees</u>	
		20	022	20	023	20	024	20	025
		Network & ONA	Non- Network	Network & ONA	Non- Network	Network & ONA	Non- Network	Network & ONA	Non- Network
	Ind	\$4,050	\$12,150	\$4,100	\$12,300	\$4,150	\$12,450	\$4,200	\$12,600
	Family	\$8,100	\$24,300	\$8,200	\$24,600	\$8,300	\$24,900	\$8,400	\$25,200
		ximum amou Deductibles	nts:						
			Out-of	-Pocket Maxi uding Annual	mum Amoun Deductible)	ts			
	•	Deductibles	Out-of	uding Annual			<u>024</u>	<u>2</u>	<u>025</u>
	•	Deductibles	Out-of (incl	uding Annual	Deductible)		024 Non- Network	20 Network & ONA	025 Non- Network
	Option 2:	Deductibles 20 Network & ONA \$6,700	Out-of (incl O22 Non- Network \$20,100	Network & ONA \$6,800	Deductible) D23 Non- Network \$20,400	Network & ONA \$6,900	Non- Network \$20,700	Network & ONA \$7,000	Non- Network \$21,000
	Option 2:	Deductibles 20 Network & ONA	Out-of (incl)222 Non- Network	uding Annual 20 Network & ONA	Deductible) D23 Non- Network	Network & ONA	Non- Network	Network & ONA	Non- Network

Prescription Drug Program (Rx)

2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees

Option 1:

Deductible: None.

Out-of-Pocket Maximum:

	2022	2023	2024	2025
Ind	\$1,500	\$1,600	\$1,700	\$1,800
Fam	\$3,000	\$3,200	\$3,400	\$3,600

Retail - Network Copays:

(Up to 30-day supply, limited to 2 fills for maintenance)

	2022	2023	2024	2025
Generic	\$10	\$10	\$10	\$10
Preferred	\$40	\$40	\$45	\$45
Non-Preferred	\$80	\$80	\$90	\$90

Retail - Non-Network Copays:

Participant pays the greater of the applicable Network copay or balance remaining after the program pays 75% of network retail cost.

Mail Order Copays:

(Up to 90-day supply)

	2022	2023	<u>2024</u>	<u>2025</u>
Generic	\$20	\$20	\$20	\$20
Preferred	\$80	\$80	\$90	\$90
Non-Preferred	\$160	\$160	\$180	\$180

Option 2:

Deductible: Integrated with Med/Surg, MH/SA, CarePlus

Out-of-Pocket Maximum: Integrated with Med/Surg, MH/SA, CarePlus

Retail - Network Copays:

(Up to 30-day supply, limited to 2 fills for maintenance)

	2022	2023	2024	2025
Generic	\$10	\$10	\$10	\$10
Preferred	\$40	\$40	\$45	\$45
Non-Preferred	\$80	\$80	\$90	\$90

Retail - Non-Network Copays:

Participant pays the greater of the applicable Network copay or balance remaining after the program pays 75% of network retail cost.

Mail Order Copays: (Up to 90-day supply)

	2022	<u>2023</u>	<u>2024</u>	<u>2025</u>
Generic	\$20	\$20	\$20	\$20
Preferred	\$80	\$80	\$90	\$90
Non-Preferred	\$160	\$160	\$180	\$180

The following provisions will continue to apply to Option 1 and Option 2:

- Mandatory mail order for maintenance Rx Applies after second fill at retail.
- Specialty pharmacy program
- Personal Choice 100% participant-paid
- Mandatory Generic
- Compound medication limitation

The following provisions also apply to Option 1 and Option 2:

- Advanced Control Specialty Formulary
- New Standard Prescription Drug Formulary
- · Generic Step Therapy

Provision	Current Employees, 2009 N	ew Hires, 2013 New Hires, 2017 N	New Hires, and 2021 New Hires		
Employee Assistance Plan (EAP)					
Program		3 New Hires, 2009 New Hires and Curren	t Employees		
	AT&T Employee Assistance Program.				
	No change from current program.				
V: ::1: ::	2004 N	0.11 15 0000 11 15 10			
Visit Limit	No change from current program.	3 New Hires, 2009 New Hires and Curren	t Employees		
	3				
Disability	OOAO Navy I lines - OOOO Navy I lines and	Overset Freedom s			
Program	2013 New Hires, 2009 New Hires and AT&T Disability Income Program for S				
	,				
	No change from current program.				
	2021 New Hires and 2017 New Hires				
	Effective April 9, 2017, AT&T Disability provided below.	Income Program as described in the Sun	nmary Plan Description except as		
	•				
Short Term Disability (STD)	2013 New Hires, 2009 New Hires and No change from current program	Current Employees			
	No change nom current program				
	2021 New Hires and 2017 New Hires	other sources of income received and desi	gned to replace 60 percent or 100 percent		
	of Pay, based on your service as show		gried to replace of percent or 100 percent		
		0/ a4	Dov		
	Torm of Employment	<u>% of</u>	 _		
	Term of Employment	100%	60%		
	6 months < 2 years	0 weeks	26 weeks		
	2 years < 5 years	4 weeks	22 weeks		
	5 years < 15 years	13 weeks	13 weeks		
	15 years or more	26 weeks	0 weeks		
Long-Term Disability (LTD)	2013 New Hires, 2009 New Hires and	Current Employees			
	No change from current program.				
	2021 New Hires and 2017 New Hires				
	employees are not eligible for LTD ber	as described in the Summary Plan Descrip nefits.	otion except that Temporary and Term		
Leaves of Absence (LOA		2.72			
Policy		3 New Hires, 2009 New Hires and Curren	t Employees		
	AT&T Leaves of Absence Policy.				
Types of		3 New Hires, 2009 New Hires and Curren	t Employees		
LOAs	No change from current policy.				
Dental	0004 New Hises 0047 New Hises 00	40 Nava Library 0000 Nava Library and Overson	t Forgland		
Program	AT&T Dental Program (Bargained Em	13 New Hires, 2009 New Hires and Currer ployees)* except as provided below.	nt Employees		
	Dental PPO				
	DHMO (available at the discretion of	of the Company)			
	*This document highlights key element	nts of program design. For complete progra	am details, refer to the Summary Plan		
	Description (SPD) dated September 2	2019 & associated Summary of Material Mo	odifications (SMMs).		
Eligibility for Coverage	2021 New Hires, 2017 New Hires, 201	3 New Hires, 2009 New Hires and Curren	t Employees		
	Fligibility for coverage continues to be	gin on first day of the month in which 6 mo	onths NCS is attained (also referred to ac		
	TOE).	giri on illist day of the month in which 6 mo	inins 1403 is attained (also reletted to as		
Filmibility (O	2004 New Hires 2047 New History 204	2 New Hires 2000 New Hires and 2	4 Campley and		
Eligibility for Company Subsidy	∠UZ1 New Hires, 2017 New Hires, 201	3 New Hires, 2009 New Hires and Curren	t <u>⊨mpioyees</u>		
Casolay		on the first day of the month in which 6 mo	nths NCS is attained (also referred to as		
	TOE).				

Provision	Current Employees, 2009 New Hires, 2013 New Hires, 2017 New Hires, and 2021 New Hires				
Active	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees				
(Full-Time) Monthly Contributions	Contributions for Dental PPO or DHMO (if available):				
	<u>2022</u> <u>2023</u> <u>2024</u> <u>2025</u>				
	Individual				
	Individual +1				
	Family \$27 \$27 \$27 \$30				
Active	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees				
(Part-Time) Monthly Contributions	Based on Scheduled hours/week:				
Monthly Contributions	Greater than or equal to 20 hours = 50% of full cost of coverage*				
	• Less than 20 hours = 100% of full cost of coverage* with no Company subsidy				
	*Note: Calculation of the full east of coverage is subject to change from time to time at the Company's discretion				
Deductible	*Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion. 2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees				
Beddolible	2021 NOW 111100, 2017 NOW 111100, 2010 NOW 111100 and Garron Employees				
	Network and ONA: \$25 per individual per year				
Annual	Non-Network: \$50 per individual per year 2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees				
Maximum Benefit					
	Network and ONA: \$1,750 per individual*				
	Non-Network: \$1,300 per individual*				
	*Not to exceed \$1,750 combined Network/Non-Network				
Orthodontic	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees				
Lifetime Maximum	Network and ONA: \$2,000 per individual*				
	Non-Network: \$1,400 per individual*				
	·				
Coverage Levels	*Not to exceed \$2,000 combined Network/Non-Network 2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees				
Coverage Levels	Dental PPO Coinsurance				
	Class I (Diagnostic/Preventive):				
	Network and ONA*: 100%, deductible waived Non-Network**: 100%, deductible waived				
	Non-Network . 100%, deductible waived				
	Class II (Basic restorative – fillings, extractions, periodontal treatment/maintenance):				
	Network and ONA*: 90%, after deductible Non-Network**: 70%, after deductible				
	101101101110111011101110111011011011011				
	Class III (Major restorative – crowns, dentures, bridgework):				
	Network and ONA*: 80%, after deductible Non-Network**: 50%, after deductible				
	Class IV (Orthodontia):				
	Network and ONA*: 80%, after deductible Non-Network**: 50%, after deductible				
	Notes: *For ONA, paid at Network contracted rate.				
	**For Non-Network paid based on reasonable and customary amounts.				
Outside Network Area (ONA)	 2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees ONA benefit provided to employees who reside in a zip code which does not meet the network standards 				
	ONA benefits are equivalent to PPO Network benefits				
	Enrollees who are in Network will be offered the PPO option only				
NO.	Enrollees who are located outside the Network zip code criteria will be offered the ONA option only				
Vision	0004 New Hires 0047 New Hires 0040 New Hir 2000 N Hir 100 His				
Program	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees AT&T Vision Plan* (Bargained Employees) except as provided below.				
	THAT VISION HAIT (Daigained Employees) except as provided below.				
	*This document highlights key elements of program design. For complete program details, refer to the Summary Plan				
	Description (SPD) dated September 2019 & associated Summary of Material Modifications (SMMs).				

Provision	Current Employees, 2009 New Hires, 2013 New Hires, 2017 New Hires, and 2021 New Hires					
Eligibility for Coverage	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees					
	Eligibility for coverage continues to begin on the first day of the month in which 6 months of NCS is attained (also referred to as TOE).					
Eligibility for Company Subsidy	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees					
Capsiay	Eligibility for Company subsidy continues to begin on the first day of the month in which 6 months of NCS is attained (also referred to as TOE).					
Active	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees					
(Full-Time) Monthly Contributions	Contributions for 2022-2025:					
	2022 2023 2024 2025					
	Individual \$2.50 \$2.50 \$3.00 Individual +1 \$5.50 \$5.50 \$7.50					
	Individual +1 \$5.50 \$5.50 \$5.50 \$7.50 Family \$9.00 \$9.00 \$12.50					
A ::						
Active (Part-Time)	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees Based on Scheduled hours/week:					
Monthly Contributions	 Greater than or equal to 20 hours = 50% of full cost of coverage* Less than 20 hours = 100% of full cost of coverage* with no Company subsidy 					
Coverage Levels	* Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion 2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees					
	Exam: 1 exam per 12 months Network: \$0 copay Non-Network: \$28 allowance Frame Allowance: 1 pair per 12 months Network: \$130 allowance Non-Network: \$30 allowance Non-Network: \$30 allowance Lenses Allowance: 1 set per 12 months Network: \$0/0% copay/coinsurance Covers std. plastic lenses: Single, Bi-focal, Tri-focal, Lenticular, Progressive + Polycarbonate at 100% Non-Network: \$30-\$80 allowance Contact Lenses Allowance: Allowance per 12 months Network: \$150 allowance Non-Network: \$150 allowance Non-Network: \$150 allowance					
Flexible Spending Accou	` '					
Plan	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees AT&T Flexible Spending Account Plan*					
	No change from current plan, except those that are mandated by healthcare reform legislation (PPACA).					
	*This document highlights key elements of plan design. For complete plan details, refer to the Summary Program Description (SPD) dated September 2019 & associated Summary of Material Modifications (SMMs).					
Contribution Minimum/Maximums	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees					
	No change from current plan, except those that are mandated by healthcare reform legislation (PPACA) and to annually adjust the maximum contribution amount to that permitted by law for each calendar year for which the IRS issues timely guidance such that the Company can implement the change.					
Supplemental Medical Be	enefits					
Program	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees AT&T CarePlus – A Supplemental Benefit Program					
	No change from current program.					

Provision	Current Employees, 2009 New Hires, 2013 New Hires, 2017 New Hires, and 2021 New Hires
Employee Monthly Contributions (FT and PT)	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees No change from current plan.
	Note: Contribution amounts are subject to change from time to time at the sole discretion of the Company.
General Benefits	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees No change from current program, except those required to comply with healthcare reform legislation (PPACA). Company continues to retain the unilateral right to change, modify, amend and discontinue benefits offered under
116	CarePlus.
Life Insurance	
Program	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees AT&T Group Life Insurance Program for Active Employees*
	*This document highlights key elements of program design. For complete program details, refer to the Summary Plan Description (SPD) dated September 2019 & associated Summary of Material Modifications (SMMs).
Active Benefits	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees
	No change from current plan.
	Note: Contributions amounts are subject to annual adjustment.
Definition of Pay	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees No change from current plan.
Long-Term Care	
Plan	AT&T Consolidated Long-Term Care Insurance Plan*
	*This document highlights key elements of plan design. For complete plan details, refer to the Summary Plan Description (SPD) dated October 2008 & associated Summary of Material Modifications (SMMs).
Coverage	New Hires Not available; closed to new entrants as of 5/1/2012.
	Current Employees No change from current plan, except that the Company has the unilateral right to change, modify, amend and discontinue the AT&T Consolidated Long-Term Care Insurance Plan.
Adoption Assistance Po	licy
Plan	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees
Coverage	No change from current policy. 2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees No change from current policy.
Commuter	The dialige from carrent policy.
Policy	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees AT&T Commuter Benefit Policy.
	No change from current policy.
Coverage	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees
	Pre-tax deductions for parking and mass transit. 2020 Internal Revenue Service (IRS) limits: \$270 parking; \$270 mass transit.
	Eligible expense and monthly limits follow IRS Code Section 132 Regulations.
	Note: Annual adjustments apply.

Provision	Eligible Retired Employees
	Effective 1/1/2022:
Retiree Provisions	Applicable for the term of the Agreement to Eligible Retired Employees who terminate during the term of the 2017 Labor Agreement (including the term of the Extension Agreement).
Medical	
Program	Eligible Retired Employees shall be eligible to participate in the same program, options and provisions as a similarly situated active Current Employee, 2009 New Hire, 2013 New Hire, 2017 New Hire, or 2021 New Hire except as noted in the sections below:
Eligible Retired Employees	Current Employee, 2009 New Hires, 2013 New Hires, and 2017 New Hires
(Full-Time) Monthly Contributions	No change from current program
Monthly Contributions	2021 New Hires
	 Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy.
	Eligible Retired Employees who are Medicare eligible are ineligible for coverage.
	* Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.
Eligible Retired Employees (Part-Time)	Current Employee, 2009 New Hires, 2013 New Hires, and 2017 New Hires No change from current program.
Monthly Contributions	
	 2021 New Hires Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company
	subsidy.
	Eligible Retired Employees who are Medicare eligible are ineligible for coverage.
	* Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.
Medicare Part-B Premium	Current Employees No change from current plan except that Class I dependents of employees who ratire on or often language 4.2017 will
Reimbursement	No change from current plan except that Class I dependents of employees who retire on or after January 1, 2017 will continue to be ineligible for the Medicare Part-B premium reimbursement.
	2009 New Hires, 2013 New Hires, 2017 New Hires, and 2021 New Hires Not Eligible.
Supplemental Medical Be	
Program	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees AT&T CarePlus – A Supplemental Benefit Program
Frogram	ATAT Carerius – A Supplemental benefit Program
	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees No change from current program.
Monthly Contributions	
	Note: Contribution amounts are subject to change from time to time at the sole discretion of the Company. 2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees
	2021 New Filles, 2017 New Filles, 2013 New Filles, 2009 New Filles and Current Employees
Canaval Banafita	No change from current program provisions, except those required to comply with healthcare reform legislation (PPACA).
General Benefits	Company continues to retain the unilateral right to change, modify, amend and discontinue the benefits offered under CarePlus.
Dental	
Defital	Eligible Retired Employees shall continue to be eligible to participate in the same program provisions as similarly situated
Program	active Current Employees, 2009 New Hires, 2013 New Hires, 2017 New Hires, or 2021 New Hires except as noted in the sections below.
Eligible Retired Employees	Current Employee, 2009 New Hires, 2013 New Hires, and 2017 New Hires
(Full-Time) Monthly Contributions	No change from current program.
	2021 New Hires
	 Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy.
	Eligible Retired Employees who are Medicare eligible are ineligible for coverage.
	* Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.

Provision	Eligible Retired Employees
Eligible Retired Employees	Current Employee, 2009 New Hires, 2013 New Hires, and 2017 New Hires
(Part-Time)	No change from current plan.
Monthly Contributions	2021 New Hires
	Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company
	subsidy.
	Eligible Retired Employees who are Medicare eligible are ineligible for coverage.
	* Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.
	J J J J J J J J J J J J J J J J J J J
Life Insurance	
Eligible Retired Employees	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees
Basic Life	No change from current program.
(Company Paid)	2024 New History 2047 New History 2042 New History 2000 New History and Courset Franks and
Supplemental Life (Retiree Paid)	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees No change from current program except that contributions shall be the same as for a similarly situated active employee.
(Netilee Falu)	The drainge from earlier program except that contributions shall be the same as for a similarly shaded active employee.
Definition of Pay	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees
	No change from current program.
Vision	
Eligible Retired Employees	2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees
Vision Program	Eligible Retired Employees shall be eligible to participate in the AT&T Eligible Former Employee Vision Program (formerly
	named the AT&T Retiree Vision Care Program)
Eligible Retired Employees	Current Employee, 2009 New Hires, 2013 New Hires, and 2017 New Hires
Monthly Contributions	No change from current program.
	2021 New Hires
	Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company
	subsidy.
	Eligible Retired Employees who are Medicare eligible are ineligible for coverage.
	* Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion
	Note: Calculation of the full cost of coverage is subject to change from time to time at the company's discretion
Eligible Retired Employees	Current Employee, 2009 New Hires, 2013 New Hires, and 2017 New Hires
(Part-Time)	No change from current program.
Monthly Contributions	0004 New Library
	 <u>2021 New Hires</u> Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company
	subsidy.
	Eligible Retired Employees who are Medicare eligible are ineligible for coverage.
	* Note: Coloulation of the full past of accounts in cubicat to also a first to the control of the Community
	* Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.
Provision	Current Employees, 2009 New Hires, 2013 New Hires, 2017 New Hires, 2021 New
	Hires, and Eligible Retired Employees
Voluntary	, , , , , , , , , , , , , , , , , , , ,
Discretionary Program	AT&T Voluntary Benefits Platform (products offered as they may change from time to time).

MEMORANDUM OF AGREEMENT NATIONAL TRANSFER PLAN

This Memorandum of Agreement is entered into as of April 11, 2021 between Communications Workers of America ("CWA" or the "Union") and Southwestern Bell Telephone Company, AT&T Services, Inc., and DIRECTV, LLC (collectively referred to as the "Company" or "Management"). This Agreement supersedes the Memorandum of Agreement entered into April 9, 2017 as set forth in the 2017 Settlement Agreement and shall be effective April 11, 2021 through April 12, 2025, unless otherwise mutually agreed in writing by the parties.

In response to the CWA's concern for its members' employment security and its expressed interest in removing impediments to movement between various AT&T Companies identified in the attachments to this Memorandum, as long as such companies remain wholly-owned subsidiaries of AT&T, the Company agrees to extend the Intersubsidiary Movement (IMF) process and the CWA Surplus Exchange (CSE) process with the following modifications:

IMF:

- Eligible employees will receive priority placement before external hires after regional contract processes for any bargaining unit job for which they qualify. The qualification criteria utilized will be the same qualification criteria utilized for the regional contractual processes.
- In situations where there are equally qualified employees eligible and interested in the same position at the receiving Company, eligible employees will be offered the position in order of seniority. If needed, the tie breaker for employees with the same seniority will be the last four digits of their social security number with the higher number being the more senior.
- 3. When a bargained-for employee moves among bargaining units of the Company covered by this Memorandum of Agreement, treatment of vacation time, the Designated Holiday (DH), Floating Holidays (FHs), and Excused Work Days (EWDs) or their equivalent (covered time) will be treated as follows:
 - A covered employee will be eligible for covered time for the current vacation year at the new entity based on the existing labor agreements at that entity. Any covered time already taken at the former entity will be deducted from equivalent covered time for which the employee is eligible at the new entity; the remaining covered time will be scheduled at the new entity subject to needs of the business.
 - Covered time carried over from the prior vacation year must be disposed of, i.e., paid in lieu of or taken at the former entity.

- In no case will an employee's movement from one entity to another result in the double payment for covered time.
- 4. Employees who have held the Premises/Wire Technician job title, or any job title in an agreement or appendix to an agreement that provides for the terms and conditions of employment for Premises/Wire Technicians ("Premises/Wire Technician Agreements"), are eligible for IMF, but shall be treated as provided in this paragraph. Any employee who has ever held a position in a Premises/Wire Technician Agreement will be treated by any receiving company that is party to this IMF agreement and that also is party to a Premises/Wire Technician Agreement as if they were received from their own Premises/Wire Technician Agreement for all purposes. If the receiving company does not have a Premises/Wire Technician Agreement, then employees transferring to that company shall receive the benefits applicable to other bargained-for employees with similar service in the receiving company, except for pension and postretirement medical and dental benefits; instead, 1) such employees shall participate in the Bargained Cash Balance Program 2, and 2) if such employee meets the eligibility requirements for post-retirement benefits upon termination, the former employee will pay contributions equal to 50% of the total cost of coverage for post-retirement medical and dental coverage if the former employee is not Medicare eligible and will not be eligible for medical or dental postretirement coverage if Medicare eligible.
- 5. Employees selected to fill openings in accordance with terms outlined above, will have their Term of Employment (TOE, which was previously known as Net Credited Service or NCS) or Seniority at the departing company recognized by the receiving Company's pension plan or program, subject to the receiving Company's service bridging rules. However where pensions are applicable, the TOE or Seniority will be recognized by the receiving company's pension program only for vesting, participation and eligibility service purposes, but not pension credit or accrual purposes. Further, the service performed at the receiving company will be counted in the departing company's pension plan or program, but only for vesting, participation and eligibility purposes (not for pension credit purposes). In no event will a period of service count as pension credit or accrual service in more than one AT&T pension plan or program (in other words, no double counting of service for pension credit or accrual purposes).
- 6. Unless expressly provided to the contrary by the Benefits Agreement in the Core Collective Bargaining Agreement, employees transferring to companies under this Agreement will receive active benefits and any post-retirement benefits under the benefit plans or programs and subject to the terms of the contractual Benefits provisions of the receiving company.

CSE:

- 1. Surplus employees who express interest in available positions in participating companies will receive priority placement before external hires after regional contract processes for any bargaining unit job for which he/she qualifies. The qualification criteria utilized will be the same qualification criteria utilized for the regional contractual processes.
- 2. Employees who are declared surplus and subsequently involuntarily laid off who express interest in available positions in participating companies will receive priority placement before external hires after regional contract processes for any bargaining unit job for which he/she qualifies for a period of twelve (12) months following their involuntary lay off. The qualification criteria utilized will be the same qualification criteria utilized for the regional contractual processes.
- 3. In situations where there are equally qualified employees eligible and interested in the same position at the receiving Company, eligible employees will be offered the position in order of seniority. If needed, the tie breaker for employees with the same seniority will be the last four digits of their social security number with the higher number being the more senior.
- 4. Any CWA-represented regular employee covered by a CWA Labor Agreement held by a participating company whose work is moving from that company to another participating company may be offered the opportunity to follow their work. Such offer will be subject to the need for additional employees at the receiving Company and all applicable qualifications and selection criteria at the receiving Company. Employees who select this option in lieu of any severance payment and who are placed at and report to, the receiving Company, will receive payment for Relocation Allowance per the applicable terms and conditions of the collective bargaining agreement at their former Company. This Relocation Allowance will be paid when 1) the employee relocates his/her home residence as a result of following the work; and 2) the employee's new place of reporting is fifty (50) miles or greater road miles by the most direct route farther from their residence than was the old report location.
- 5. Any CWA-represented regular employee covered by a CWA Labor Agreement held by a participating company who becomes surplus and is offered a job, through the CSE process, in another participating company, will receive payment for Relocation Allowance per the applicable terms and conditions of the collective bargaining agreement at their former Company. Employees who accept a job offer in lieu of any severance payment and who are placed at and report to, the new location will receive payment for this Relocation Allowance when 1) the employee relocates his/her home residence; and 2) the employee's new place of reporting is fifty (50) miles or greater road miles by the most direct route farther from their residence than was the old report location.

- 6. When a bargained-for employee moves to another bargaining unit of the Company covered by this Memorandum of Agreement, treatment of vacation time, the Designated Holiday (DH), Floating Holidays (FHs), and Excused Work Days (EWDs) or their equivalent (covered time) will be treated as follows:
 - A covered employee will be eligible for covered time for the current vacation year at the new entity based on the existing labor agreements at that entity. Any covered time already taken at the former entity will be deducted from equivalent covered time for which the employee is eligible at the new entity; the remaining covered time will be scheduled at the new entity subject to needs of the business.
 - Covered time carried over from the prior vacation year must be disposed
 of, i.e., paid in lieu of or taken at the former entity.
 - In no case will an employee's movement from one entity to another result in the double payment for covered time.
- 7. Employees who have held the Premises/Wire Technician job title, or any job title in an agreement or appendix to an agreement that provides for the terms and conditions of employment for Premises/Wire Technicians ("Premises/Wire Technician Agreements"), are eligible for CSE, but shall be treated as provided in this paragraph. Any employee who has ever held a position in a Premises/Wire Technician Agreement will be treated by any receiving company that is party to this CSE agreement and that also is party to a Premises/Wire Technician Agreement as if they were received from their own Premises/Wire Technician Agreement for all purposes. If the receiving company does not have a Premises/Wire Technician Agreement, then employees transferring to that company shall receive the benefits applicable to other bargained-for employees with similar service in the receiving company, except for pension and postretirement medical and dental benefits; instead, 1) such employees shall participate in the Bargained Cash Balance Program 2, and 2) if such employee meets the eligibility requirements for post-retirement benefits upon termination. the former employee will pay contributions equal to 50% of the total cost of coverage for post-retirement medical and dental coverage if the former employee is not Medicare eligible and will not be eligible for medical or dental postretirement coverage if Medicare eligible.
- 8. Employees selected to fill openings in accordance with terms outlined above, will have their Term of Employment (TOE, which was previously known as Net Credited Service or NCS) or Seniority at the departing company recognized by the receiving Company's pension plan or program, subject to the receiving Company's service bridging rules. However, the TOE or Seniority will be recognized by the receiving company's pension program only for vesting, participation and eligibility service purposes, but not pension credit or accrual purposes. Further, the service performed at the receiving company will be counted in the departing company's pension plan or program, but only for

- vesting, participation and eligibility purposes (not for pension credit purposes). In no event will a period of service count as pension credit or accrual service in more than one AT&T pension plan or program (in other words, no double counting of service for pension credit or accrual purposes).
- 9. Unless expressly provided to the contrary by the Benefits Agreement in the Core Collective Bargaining Agreement, employees transferring to companies under this Agreement will receive active benefits and any post-retirement benefits under the benefit plans or programs and subject to the terms of the contractual Benefits provisions of the receiving company.

Order of Consideration:

Job offers made under IMF or CSE will follow the order of consideration below after regional contract processes for any bargaining unit job for which he/she qualifies.

- (1) Surplus employees currently on the payroll and surplus employees involuntarily laid off within the last twelve (12) months
- (2) Current employees using the IMF process

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

This Agreement shall be subject to the grievance and arbitration procedures of the affected employee's collective bargaining agreement.

ATTACHMENT A CURRENT PARTICIPATING COMPANIES COVERED BY INTERSUBSIDIARY MOVEMENT

AT&T Billing Southeast, LLC

AT&T Billing Southwest, LLC

AT&T Corp.

AT&T Customer Services, Inc.

AT&T Mobility Services, LLC

AT&T Mobility Puerto Rico Inc.

AT&T Services, Inc.

AT&T of the Virgin Islands, Inc.

BellSouth Telecommunications, LLC

DIRECTV, LLC

Illinois Bell Telephone Company

Indiana Bell Telephone Company, Incorporated

Michigan Bell Telephone Company

Nevada Bell Telephone Company

The Ohio Bell Telephone Company

Pacific Bell Telephone Company

Southwestern Bell Telephone Company

Teleport Communications America, LLC

Wisconsin Bell Inc.

ATTACHMENT B CURRENT PARTICIPATING COMPANIES COVERED BY CWA SURPLUS EXCHANGE

AT&T Billing Southeast, LLC

AT&T Billing Southwest, LLC

AT&T Corp.

AT&T Customer Services, Inc.

AT&T Mobility Services, LLC

AT&T Mobility Puerto Rico Inc.

AT&T Services, Inc.

AT&T of the Virgin Islands, Inc.

BellSouth Telecommunications, LLC

DIRECTV, LLC

Illinois Bell Telephone Company

Indiana Bell Telephone Company, Incorporated

Michigan Bell Telephone Company

Nevada Bell Telephone Company

The Ohio Bell Telephone Company

Pacific Bell Telephone Company

Southwestern Bell Telephone Company

Teleport Communications America, LLC

Wisconsin Bell Inc.