

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;

1. 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.
2. 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.
 - b. 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:

Sylvia J. Ramos



By: _____ By:

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

June 30, 2020 June 30, 2020

Date: _____ Date: _____

FOR THE COMPANY:

By: _____



By:



Thomas

F. Hughes James V. Cassidy
Labor Relations Assistant Vice President – Labor Relations

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

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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. Success Units

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. Determining Award Value

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

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.

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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 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 - $\$2.12 \times 150$ 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. Eligibility

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.

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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. Dispute Resolution

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

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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. HEALTH AND WELFARE BENEFIT PLANS

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.

Plan/Program/Policy	Current Employees & 2009 New Hires	2013 New Hires	2017 New Hires & 2021 New Hires
AT&T Southwest Medical Program	X	X	X
AT&T Dental Program (Bargained Employees)	X	X	X
AT&T Vision Program (Bargained Employees)	X	X	X
AT&T CarePlus – A Supplemental Benefit Program	X	X	X
Group Life Insurance Program for Active Employees ¹	X	X	X
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	X	
AT&T Disability Income Program ²			X
AT&T Leaves of Absence Policy	X	X	X
AT&T Commuter Benefit Program	X	X	X
AT&T Adoption Reimbursement Program	X	X	X
AT&T Employee Assistance Program	X	X	X
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

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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.

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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)

i. Effective January 1, 2018, Current Employees who participate in the ASSP will be eligible for the maximum Basic Contributions described below.

Weekly Compensation	Maximum Amount of Weekly Basic 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

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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

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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

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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
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		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.

Southwest CWA Benefits Outline Summary

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	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u></p> <p>Applicable programs:</p> <p>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*</p> <p><u>2021 New Hires and 2017 New Hires</u></p> <p>Applicable programs:</p> <p>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*</p> <p>*includes Supplemental Life and Dependent Life provisions.</p>
Medical	
Program	<p><u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> AT&T Southwest Medical Program</p> <p>No change from current program except as provided below, and including:</p> <ul style="list-style-type: none"> • Choice of Option 1 or Option 2 as defined below
Dependent Eligibility	<p><u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> No change from current program.</p>

Eligibility for Company Subsidy	<p><u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> No change from current program except as noted below:</p> <p>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.</p> <p>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.</p>
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Southwest CWA Benefits Outline Summary

Provision	Current Employees, 2009 New Hires, 2013 New Hires, 2017 New Hires, and 2021 New Hires
Active (Full-Time) Monthly Contributions	<p><u>2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u></p> <p style="text-align: center;"><u>Monthly Contribution Amounts</u> <u>Option 1 2022 2023 2024 2025</u> <u>Individual \$133 \$138 \$145 \$154</u> <u>Family \$355 \$376 \$395 \$418</u></p> <p style="text-align: center;"><u>Monthly Contribution Amounts</u> <u>Option 2 2022 2023 2024 2025</u> <u>Individual \$87 \$92 \$98 \$106</u> <u>Family \$231 \$250 \$268 \$288</u></p> <p><u>2021 New Hires</u></p> <p style="text-align: center;"><u>Monthly Contribution Amounts</u> <u>Option 1 2022 2023 2024 2025</u> <u>Individual \$159 \$164 \$173 \$183</u> <u>Family \$422 \$447 \$470 \$497</u></p> <p style="text-align: center;"><u>Monthly Contribution Amounts</u> <u>Option 2 2022 2023 2024 2025</u> <u>Individual \$112 \$118 \$126 \$135</u> <u>Family \$299 \$321 \$342 \$367</u></p>
Active (Part-Time) Monthly Contributions	<p><u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> No change from current program.</p>

<p>Spouse/Partner Contribution</p>	<p><u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u></p> <p><u>Spouse/Partner Access to Medical Coverage Additional Medical Contribution:</u></p> <p>Participants whose spouse/partner enrolls in AT&T-sponsored medical coverage (within either self-insured or fully insured programs) but otherwise has access to medical coverage through their employer, excluding AT&T, will pay an additional monthly contribution toward their cost of coverage. The monthly additional contribution is shown below. The participant must attest that his or her spouse/partner does not have access to medical coverage otherwise the additional contribution will be applied.</p> <p>Additional Monthly Medical Contribution:</p> <p><u>2022 2023 2024 2025</u></p> <p>\$100 \$110 \$115 \$120</p>
<p>Tobacco Use Contribution</p>	<p><u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u></p> <p><u>Tobacco Use Additional Medical Contribution:</u></p> <p>Employees and/or spouses/partners who use tobacco, are enrolled in AT&T-sponsored medical coverage (within either self-insured or fully insured programs) and who choose not to participate in a designated Tobacco Cessation program will pay an additional monthly contribution toward their cost of coverage. The employee and/or spouse/partners must attest to no tobacco usage or engage in a Company-sponsored Tobacco Cessation program in the time defined during Annual Enrollment otherwise the additional monthly contribution will be applied. Engagement is currently defined as enrollment, participation and completion. A tobacco user is currently defined as someone who has used tobacco products more frequently than once a month. Tobacco products include cigarettes, cigars, pipes, e-cigarettes, vaporizers and smokeless tobacco. The definitions of engagement, tobacco user, tobacco products and the terms of the Company-sponsored Tobacco Cessation program may change from time to time, at the sole discretion of the Company.</p> <p>Additional Monthly Medical Contribution for each employee and/or spouse/partner:</p> <p><u>2022 2023 2024 2025</u></p> <p>\$65 \$70 \$75 \$75</p>

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Southwest CWA Benefits Outline Summary

<p>Provision</p>	<p>Current Employees, 2009 New Hires, 2013 New Hires, 2017 New Hires, and 2021 New Hires</p>
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Annual Deductibles

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

Option 1:

	<u>2022 2023 2024 2025</u>			
<u>Network</u>				
	<u>Non</u>			
		<u>Network</u>		
			<u>Non</u>	
			<u>Network</u>	
<u>& ONA</u>				<u>Non</u>
	<u>Network</u>			
		<u>& ONA</u>		
			<u>Network</u>	
				<u>& ONA</u>
				<u>Network</u>
<u>Ind \$ 850 \$2,550 \$ 900 \$2,700 \$ 950 \$2,850 \$1,000 \$3,000</u>	<u>Family \$1,700 \$5,100 \$1,800</u>			
<u>\$5,400 \$1,900 \$5,700 \$2,000 \$6,000</u>				

Annual Deductible Provisions:
No change from current program.

Note: The Annual Deductibles will be included in the Out-Of-Pocket Maximums

Option 2:

	<u>2022 2023 2024 2025</u>			
<u>Network</u>				
	<u>Non</u>			
		<u>Network</u>		
			<u>Non</u>	
			<u>Network</u>	
<u>& ONA</u>				<u>Non</u>
	<u>Network</u>			
		<u>& ONA</u>		
			<u>Network</u>	
				<u>& ONA</u>
				<u>Network</u>
<u>Ind \$1,650 \$4,950 \$1,700 \$5,100 \$1,750 \$5,250 \$1,800 \$5,400</u>	<u>Family \$3,300 \$9,900 \$3,400</u>			
<u>\$10,200 \$3,500 \$10,500 \$3,600 \$10,800</u>				

Annual Deductible Provisions:

No change from current program except as provided below:

- If the coverage tier is Family, no individual can receive benefits until the Family Annual Deductible is met. The Family Annual Deductible can be met by one or a combination of covered family members.
- The following costs paid by the participant also apply toward the applicable Network/ONA or Non-Network Deductible amounts:
 - Outpatient prescription drug allowable charges of eligible expenses.

Note: The Annual Deductibles are included in the Out-Of-Pocket Maximums

General Copay/Coinsurance	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u>	
	<p><u>Option 1:</u></p> <p style="text-align: center;"><u>2022-2025</u></p> <p style="text-align: center;"><u>Network &</u> <u>Non</u></p> <p style="text-align: center;"><u>ONA</u> <u>Network</u></p> <p>Preventive \$0 / 0% No Benefit</p> <p style="text-align: center;"><u>Ded waived</u></p> <p>Sickness/ \$0 / 10% \$0 / 50%</p> <p style="text-align: center;"><u>Illness</u></p> <p style="text-align: center;"><u>After Ded</u> <u>After Ded</u></p>	
	<p><u>Option 2:</u></p> <p style="text-align: center;"><u>2022-2025</u></p> <p style="text-align: center;"><u>Network &</u> <u>Non</u></p> <p style="text-align: center;"><u>ONA</u> <u>Network</u></p> <p>Preventive \$0 / 0% No Benefit</p> <p style="text-align: center;"><u>Ded waived</u></p> <p>Sickness/ \$0 / 10% \$0 / 50%</p> <p style="text-align: center;"><u>Illness</u></p> <p style="text-align: center;"><u>After Ded</u> <u>After Ded</u></p>	
	<p>Non-network: The methodology for calculating the Allowable Charge for all categories of Non-Network expenses may be changed from time to time at the Company's discretion.</p>	

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Provision	Current Employees, 2009 New Hires, 2013 New Hires, 2017 New Hires, and 2021 New Hires	
Office Visit Copay / Coinsurance	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u>	
	<p><u>Option 1:</u></p> <p style="text-align: center;"><u>2022-2025</u></p> <p style="text-align: center;"><u>Network &</u> <u>Non</u></p> <p style="text-align: center;"><u>ONA</u> <u>Network</u></p> <p>Preventive \$0 / 0% No Benefit</p> <p style="text-align: center;"><u>Ded waived</u></p> <p>Sickness/ \$0 / 10% \$0 / 50%</p> <p style="text-align: center;"><u>Illness</u></p> <p style="text-align: center;"><u>After Ded</u> <u>After Ded</u></p>	
	<p><u>Option 2:</u></p>	

	<p style="text-align: center;"><u>2022-2025</u></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;"><u>Network &</u></td> <td style="width: 50%; text-align: center;"><u>Non</u></td> </tr> <tr> <td style="text-align: center;"><u>ONA</u></td> <td style="text-align: center;"><u>Network</u></td> </tr> <tr> <td>Preventive \$0 / 0%</td> <td>No Benefit</td> </tr> <tr> <td style="text-align: center;"><u>Ded waived</u></td> <td></td> </tr> <tr> <td>Sickness/ \$0 / 10%</td> <td>\$0 / 50%</td> </tr> <tr> <td>Illness After Ded</td> <td>After Ded</td> </tr> </table>	<u>Network &</u>	<u>Non</u>	<u>ONA</u>	<u>Network</u>	Preventive \$0 / 0%	No Benefit	<u>Ded waived</u>		Sickness/ \$0 / 10%	\$0 / 50%	Illness After Ded	After Ded				
<u>Network &</u>	<u>Non</u>																
<u>ONA</u>	<u>Network</u>																
Preventive \$0 / 0%	No Benefit																
<u>Ded waived</u>																	
Sickness/ \$0 / 10%	\$0 / 50%																
Illness After Ded	After Ded																
<p style="text-align: center;">Urgent Care Facility/Professional Services Copay / Coinsurance</p>	<p><u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u></p> <p>Option 1: <u>2022-2025</u></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;"><u>Network &</u></td> <td style="width: 50%; text-align: center;"><u>Non</u></td> </tr> <tr> <td style="text-align: center;"><u>ONA</u></td> <td style="text-align: center;"><u>Network</u></td> </tr> <tr> <td>\$0 / 10%</td> <td>\$0 / 50%</td> </tr> <tr> <td style="text-align: center;"><u>After Ded</u></td> <td style="text-align: center;"><u>After Ded</u></td> </tr> </table> <p>Option 2: <u>2022-2025</u></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;"><u>Network &</u></td> <td style="width: 50%; text-align: center;"><u>Non</u></td> </tr> <tr> <td style="text-align: center;"><u>ONA</u></td> <td style="text-align: center;"><u>Network</u></td> </tr> <tr> <td>\$0 / 10%</td> <td>\$0 / 50%</td> </tr> <tr> <td style="text-align: center;"><u>After Ded</u></td> <td style="text-align: center;"><u>After Ded</u></td> </tr> </table>	<u>Network &</u>	<u>Non</u>	<u>ONA</u>	<u>Network</u>	\$0 / 10%	\$0 / 50%	<u>After Ded</u>	<u>After Ded</u>	<u>Network &</u>	<u>Non</u>	<u>ONA</u>	<u>Network</u>	\$0 / 10%	\$0 / 50%	<u>After Ded</u>	<u>After Ded</u>
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<u>Network &</u>	<u>Non</u>																
<u>ONA</u>	<u>Network</u>																
\$0 / 10%	\$0 / 50%																
<u>After Ded</u>	<u>After Ded</u>																
<p style="text-align: center;">Emergency Room Facility/Professional Services Copay / Coinsurance</p>	<p><u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u></p> <p>Option 1: <u>2022-2025</u></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;"><u>Network &</u></td> <td style="width: 50%; text-align: center;"><u>Non</u></td> </tr> <tr> <td style="text-align: center;"><u>ONA</u></td> <td style="text-align: center;"><u>Network</u></td> </tr> <tr> <td>\$0 / 10%</td> <td>\$0 / 10%</td> </tr> <tr> <td style="text-align: center;"><u>After Ded</u></td> <td style="text-align: center;"><u>After Ded</u></td> </tr> </table> <p>Option 2: <u>2022-2025</u></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;"><u>Network &</u></td> <td style="width: 50%; text-align: center;"><u>Non</u></td> </tr> <tr> <td style="text-align: center;"><u>ONA</u></td> <td style="text-align: center;"><u>Network</u></td> </tr> <tr> <td>\$0 / 10%</td> <td>\$0 / 10%</td> </tr> <tr> <td style="text-align: center;"><u>After Ded</u></td> <td style="text-align: center;"><u>After Ded</u></td> </tr> </table>	<u>Network &</u>	<u>Non</u>	<u>ONA</u>	<u>Network</u>	\$0 / 10%	\$0 / 10%	<u>After Ded</u>	<u>After Ded</u>	<u>Network &</u>	<u>Non</u>	<u>ONA</u>	<u>Network</u>	\$0 / 10%	\$0 / 10%	<u>After Ded</u>	<u>After Ded</u>
<u>Network &</u>	<u>Non</u>																
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\$0 / 10%	\$0 / 10%																
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<u>ONA</u>	<u>Network</u>																
\$0 / 10%	\$0 / 10%																
<u>After Ded</u>	<u>After Ded</u>																

Hospital Inpatient/Outpatient Facility/Professional Services Copay / Coinsurance	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u>	
	Option 1:	
	<u>2022-2025</u>	
	<u>Network &</u>	<u>Non</u>
	<u>ONA</u>	<u>Network</u>
	<u>\$0 / 10%</u>	<u>\$0 / 50%</u>
	<u>After Ded</u>	<u>After Ded</u>
	Option 2:	
	<u>2022-2025</u>	
	<u>Network &</u>	<u>Non</u>
	<u>ONA</u>	<u>Network</u>
	<u>\$0 / 10%</u>	<u>\$0 / 50%</u>
	<u>After Ded</u>	<u>After Ded</u>

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Southwest CWA Benefits Outline Summary

Provision	Current Employees, 2009 New Hires, 2013 New Hires, 2017 New Hires, and 2021 New Hires
Tests (all tests including x-ray, radiology, lab test, etc) Copay / Coinsurance	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> Option 1: <u>2022-2025</u> <u>Network &</u> <u>Non</u> <u>ONA</u> <u>Network</u> Preventive \$0 / 0% No Benefit <u>Ded waived</u> Sickness/Illness \$0 / 10% \$0 / 50% <u>After Ded</u> <u>After Ded</u> Option 2: <u>2022-2025</u> <u>Network &</u> <u>Non</u> <u>ONA</u> <u>Network</u> Preventive \$0 / 0% No Benefit <u>Ded waived</u> Sickness/Illness \$0 / 10% \$0 / 50% <u>After Ded</u> <u>After Ded</u>

<p>ental Health/Substance Abuse (MH/SA) Copay / Coinsurance</p>	<p><u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u></p> <p><u>Option 1:</u></p> <table border="0"> <tr> <td></td> <td style="text-align: center;"><u>2022-2025</u></td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;"><u>Network &</u></td> <td style="text-align: center;"><u>Non</u></td> </tr> <tr> <td></td> <td style="text-align: center;"><u>ONA</u></td> <td style="text-align: center;"><u>Network</u></td> </tr> <tr> <td>Preventive \$0 / 0%</td> <td></td> <td>No Benefit</td> </tr> <tr> <td></td> <td style="text-align: center;"><u>Ded waived</u></td> <td></td> </tr> <tr> <td>Sickness/Illness \$0 / 10%</td> <td></td> <td>\$0 / 50%</td> </tr> <tr> <td></td> <td style="text-align: center;"><u>After Ded</u></td> <td style="text-align: center;"><u>After Ded</u></td> </tr> </table> <p><u>Option 2:</u></p> <table border="0"> <tr> <td></td> <td style="text-align: center;"><u>2022-2025</u></td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;"><u>Network &</u></td> <td style="text-align: center;"><u>Non</u></td> </tr> <tr> <td></td> <td style="text-align: center;"><u>ONA</u></td> <td style="text-align: center;"><u>Network</u></td> </tr> <tr> <td>Preventive \$0 / 0%</td> <td></td> <td>No Benefit</td> </tr> <tr> <td></td> <td style="text-align: center;"><u>Ded waived</u></td> <td></td> </tr> <tr> <td>Sickness/Illness \$0 / 10%</td> <td></td> <td>\$0 / 50%</td> </tr> <tr> <td></td> <td style="text-align: center;"><u>After Ded</u></td> <td style="text-align: center;"><u>After Ded</u></td> </tr> </table>		<u>2022-2025</u>			<u>Network &</u>	<u>Non</u>		<u>ONA</u>	<u>Network</u>	Preventive \$0 / 0%		No Benefit		<u>Ded waived</u>		Sickness/Illness \$0 / 10%		\$0 / 50%		<u>After Ded</u>	<u>After Ded</u>		<u>2022-2025</u>			<u>Network &</u>	<u>Non</u>		<u>ONA</u>	<u>Network</u>	Preventive \$0 / 0%		No Benefit		<u>Ded waived</u>		Sickness/Illness \$0 / 10%		\$0 / 50%		<u>After Ded</u>	<u>After Ded</u>
	<u>2022-2025</u>																																										
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Southwest CWA Benefits Outline Summary

<p>Provision</p>	<p>Current Employees, 2009 New Hires, 2013 New Hires, 2017 New Hires, and 2021 New Hires</p>
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- | | |
|--|---|
| | <ul style="list-style-type: none">· Deductibles· Outpatient prescription drug allowable charges for eligible expenses. |
|--|---|

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:

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
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)

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
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)

	<u>2022</u>	<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

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)

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
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)

	<u>2022</u>	<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

Southwest CWA Benefits Outline Summary

Provision	Current Employees, 2009 New Hires, 2013 New Hires, 2017 New Hires, and 2021 New Hires
Employee Assistance Plan (EAP)	
Program	<p><u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> AT&T Employee Assistance Program.</p> <p>No change from current program.</p>
Visit Limit	<p><u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> No change from current program.</p>
Disability	
Program	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> AT&T Disability Income Program for Southwest Bargained Employees.</p> <p>No change from current program.</p> <p><u>2021 New Hires and 2017 New Hires</u> Effective April 9, 2017, AT&T Disability Income Program as described in the Summary Plan Description except as provided below.</p>
Short Term Disability (STD)	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current program</p> <p><u>2021 New Hires and 2017 New Hires</u> Short-term disability Benefits and the other sources of income received and designed to replace 60 percent or 100 percent of Pay, based on your service as shown below:</p> <p style="text-align: center;"><u>% of Pay</u></p> <p><u>Term of Employment</u> 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</p>
Long-Term Disability (LTD)	<p><u>2013 New Hires, 2009 New Hires and Current Employees</u> No change from current program.</p> <p><u>2021 New Hires and 2017 New Hires</u> The AT&T Disability Income Program as described in the Summary Plan Description except that Temporary and Term employees are not eligible for LTD benefits.</p>
Leaves of Absence (LOAs)	

Policy	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> AT&T Leaves of Absence Policy.
Types of LOAs	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> No change from current policy.
Dental	
Program	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> AT&T Dental Program (Bargained Employees)* except as provided below. · Dental PPO · DHMO (available at the discretion of the Company) *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).
Eligibility for Coverage	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> Eligibility for coverage continues to begin on first day of the month in which 6 months NCS is attained (also referred to as TOE).
Eligibility for Company Subsidy	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> Company subsidy continues to begin on the first day of the month in which 6 months NCS is attained (also referred to as TOE).

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Southwest CWA Benefits Outline Summary

Provision	Current Employees, 2009 New Hires, 2013 New Hires, 2017 New Hires, and 2021 New Hires																				
Active (Full-Time) Monthly Contributions	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> Contributions for Dental PPO or DHMO (if available): <table style="margin-left: auto; margin-right: auto;"> <tr> <td></td> <td><u>2022</u></td> <td><u>2023</u></td> <td><u>2024</u></td> <td><u>2025</u></td> </tr> <tr> <td>Individual</td> <td>\$8</td> <td>\$8</td> <td>\$8</td> <td>\$9</td> </tr> <tr> <td>Individual +1</td> <td>\$17</td> <td>\$17</td> <td>\$17</td> <td>\$19</td> </tr> <tr> <td>Family</td> <td>\$27</td> <td>\$27</td> <td>\$27</td> <td>\$30</td> </tr> </table>		<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	Individual	\$8	\$8	\$8	\$9	Individual +1	\$17	\$17	\$17	\$19	Family	\$27	\$27	\$27	\$30
	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>																	
Individual	\$8	\$8	\$8	\$9																	
Individual +1	\$17	\$17	\$17	\$19																	
Family	\$27	\$27	\$27	\$30																	
Active (Part-Time) Monthly Contributions	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> Based on Scheduled hours/week: · 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 cost of coverage is subject to change from time to time at the Company's discretion.																				

Deductible	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> Network and ONA: \$25 per individual per year Non-Network: \$50 per individual per year
Annual Maximum Benefit	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> Network and ONA: \$1,750 per individual* Non-Network: \$1,300 per individual* *Not to exceed \$1,750 combined Network/Non-Network
Orthodontic Lifetime Maximum	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> Network and ONA: \$2,000 per individual* Non-Network: \$1,400 per individual* *Not to exceed \$2,000 combined Network/Non-Network
Coverage Levels	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> Dental PPO Coinsurance Class I (Diagnostic/Preventive): Network and ONA*: 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 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)	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> · 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 · Enrollees who are located outside the Network zip code criteria will be offered the ONA option only
Vision	
Program	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> AT&T Vision Plan* (Bargained 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	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> 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	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> 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 (Full-Time) Monthly Contributions	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> Contributions for 2022-2025: <div style="text-align: center;"> <u>2022 2023 2024 2025</u> Individual \$2.50 \$2.50 \$2.50 \$3.00 Individual +1 \$5.50 \$5.50 \$5.50 \$7.50 Family \$9.00 \$9.00 \$9.00 \$12.50 </div>
Active (Part-Time) Monthly Contributions	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> Based on Scheduled hours/week: · 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 cost of coverage is subject to change from time to time at the Company's discretion
Coverage Levels	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> 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 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 2nd Pair Benefit: Allows for a 2 nd pair of glasses or contact lenses allowance after the first pair benefit is utilized, per 24 months.
Flexible Spending Account (FSA)	
Plan	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> 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	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> 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 Benefits	
Program	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> AT&T CarePlus – A Supplemental Benefit Program No change from current program.

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Southwest CWA Benefits Outline Summary

Provision	Current Employees, 2009 New Hires, 2013 New Hires, 2017 New Hires, and 2021 New Hires
Employee Monthly Contributions (FT and PT)	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> 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	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> 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 CarePlus.
Life Insurance	
Program	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> 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	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> No change from current plan. Note: Contributions amounts are subject to annual adjustment.
Definition of Pay	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> 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	<u>New Hires</u> Not available; closed to new entrants as of 5/1/2012. <u>Current Employees</u> 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 Policy	
Plan	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> No change from current policy.
Coverage	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> No change from current policy.
Commuter	
Policy	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> AT&T Commuter Benefit Policy. No change from current policy.
Coverage	<u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> 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.

Southwest CWA Benefits Outline Summary

Provision	Eligible Retired Employees
Retiree Provisions	Effective 1/1/2022: 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:

Retired Employees (Full-Time) Monthly Contributions	<p><u>Current Employee, 2009 New Hires, 2013 New Hires, and 2017 New Hires</u> No change from current program</p> <p><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.</p> <p>* Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p>
Retired Employees (Part-Time) Monthly Contributions	<p><u>Current Employee, 2009 New Hires, 2013 New Hires, and 2017 New Hires</u> No change from current program.</p> <p><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.</p> <p>* Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p>
Medicare Part-B Premium Reimbursement	<p><u>Current Employees</u> 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.</p> <p><u>2009 New Hires, 2013 New Hires, 2017 New Hires, and 2021 New Hires</u> Not Eligible.</p>
Supplemental Medical Benefits	
Program	<p><u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> AT&T CarePlus – A Supplemental Benefit Program</p>
Monthly Contributions	<p><u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> No change from current program.</p> <p>Note: Contribution amounts are subject to change from time to time at the sole discretion of the Company.</p>
General Benefits	<p><u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u></p> <p>No change from current program provisions, except those required to comply with healthcare reform legislation (PPACA).</p> <p>Company continues to retain the unilateral right to change, modify, amend and discontinue the benefits offered under CarePlus.</p>
Dental	
Program	<p>Eligible Retired Employees shall continue to be eligible to participate in the same program provisions as similarly situated active Current Employees, 2009 New Hires, 2013 New Hires, 2017 New Hires, or 2021 New Hires except as noted in the sections below.</p>
Retired Employees (Full-Time) Monthly Contributions	<p><u>Current Employee, 2009 New Hires, 2013 New Hires, and 2017 New Hires</u> No change from current program.</p> <p><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.</p> <p>* Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p>

Southwest CWA Benefits Outline Summary

Provision	Eligible Retired Employees
Retired Employees (Part-Time) Monthly Contributions	<p><u>Current Employee, 2009 New Hires, 2013 New Hires, and 2017 New Hires</u> No change from current plan.</p> <p><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.</p> <p>* Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p>
Life Insurance	
Retired Employees Basic Life (Company Paid)	<p><u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> No change from current program.</p>
Supplemental Life (Retiree Paid)	<p><u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> No change from current program except that contributions shall be the same as for a similarly situated active employee.</p>
Definition of Pay	<p><u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> No change from current program.</p>
Vision	
Eligible Retired Employees Vision Program	<p><u>2021 New Hires, 2017 New Hires, 2013 New Hires, 2009 New Hires and Current Employees</u> 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)</p>
Eligible Retired Employees Monthly Contributions	<p><u>Current Employee, 2009 New Hires, 2013 New Hires, and 2017 New Hires</u> No change from current program.</p> <p><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.</p> <p>* Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion</p>
Retired Employees (Part-Time) Monthly Contributions	<p><u>Current Employee, 2009 New Hires, 2013 New Hires, and 2017 New Hires</u> No change from current program.</p> <p><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.</p> <p>* Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p>

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).

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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 Intersubsidary Movement (IMF) process and the CWA Surplus Exchange (CSE) process with the following modifications:

IMF:

1. 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.

2. 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.

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- 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 post retirement 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 post retirement 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.

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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.

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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 post retirement 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 post retirement 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

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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.

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**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.

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**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.