

MEMORANDUM OF AGREEMENT
VOLUNTARY SEVERANCE PREMIUM

This Memorandum of Agreement is entered into between Communications Workers of America ("CWA" or the "Union") and BellSouth Telecommunications, LLC (the "Company" or "Management"), and shall be effective when signed by both parties, through September 1, 2020, unless otherwise mutually agreed in writing by the parties.

Due to extraordinary circumstances, the Company will offer certain Communications Technicians, Digital Technicians, Facility Technicians, Services Technicians, Outside Plant Technicians, Systems Technicians, and certain Electronic Technicians performing work in a Central Office an opportunity to express an interest in leaving the payroll voluntarily with a payment equivalent to what the employee would be eligible for had they accepted Voluntary SIPP/ESIPP per the Payment Table (8.03A3a), plus an additional \$50,000 (net of applicable withholding taxes). This severance premium is not a SIPP/ESIPP offer, and employees choosing to accept it are not entitled to SIPP/ESIPP or any associated benefits. The process of expressing interest and receiving approval is defined below.

1. This Agreement covers only the technician titles listed above within AFO and C&E for employees who are currently active on payroll, or on a military leave of absence, or on approved Short-Term Disability, who work in the bargaining unit covered by the August 2019 collective bargaining agreement between CWA and the Company (2019 BST Labor Agreement), and whose current duties are generally described below.
2. On a date determined by the Company, such offer shall be provided to select technicians in the titles listed above.
3. Technicians who are provided with the offer will have 7 (calendar) days to accept or decline. Acceptance of this offer will be irrevocable. Technicians who do not respond by the deadline will be considered to have declined the offer.
4. Facilities Technicians, Outside Plant Technicians and Services Technicians who work in the field in the AFO and C&E organizations who are provided with the offer and express an interest in leaving the payroll voluntarily may be approved in seniority order by organization until the determined number is reached. If more employees express an interest than is needed, the offer approval shall be determined in seniority order. The Company, at its discretion, may approve more offers than what is originally determined.
5. Communications Technicians and Digital Technicians, along with Electronic Technicians who work primarily in a Central Office in the AFO organization who receive an offer and express an interest in leaving the payroll voluntarily may be approved if a test qualified technician is identified through a force

rearrangement within the Exchange or Exchange plus 35 miles. Further, test qualified technicians identified through the force rearrangement to backfill a Communications Technician whose expression of interest was approved will assume the title of Systems Technician in a non-dedicated position.

6. Non-dedicated Systems Technicians in the AFO organization who receive an offer and express an interest may be approved if a test qualified Technician is identified through a force rearrangement within the Exchange or Exchange plus 35 miles.
7. Technicians who are approved in accordance with the above shall go off payroll on a date determined by the Company, no later than July 31, 2020.
8. Payment in lieu of any unused vacation shall be in accordance with Article 5.09A3 of the 2019 BST Labor Agreement.
9. There is no guarantee that an employee who expresses interest in this offer shall be approved; the Company reserves the right to determine the number of requests to be approved. If more employees express an interest in this offer than the Company determines are necessary, the approvals shall be in seniority order as outlined below:

Offers will be granted in order of the employee's Seniority. The senior individual who would otherwise be identified for reduction will be matched to the senior employee who has expressed an interest to accept the voluntary offer in the following order:


1. In the same organization (either AFO or C&E), in the same title, in the exchange.
2. In the same organization (either AFO or C&E), in the same title, in exchanges within 35 miles.
3. In any organization (AFO and C&E) in the same title, in the exchange.
4. In any organization (AFO and C&E) in the same title, in exchanges within 35 miles.
5. In any organization (AFO and C&E) in an equal wage scale job title, in the exchange.
6. In any organization (AFO and C&E) in an equal wage scale job title, in exchanges within 35 miles.

If there are any remaining employees in a title/department/exchange where reduction has been identified, and there are still remaining volunteers in lower wage scale positions within the exchange or exchanges within 35 miles, the Company may offer in seniority order the opportunity for employees to elect a voluntary downgrade. This move will be considered an employee-initiated move.

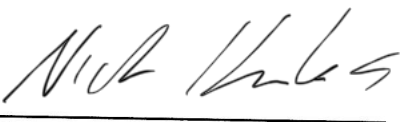
The Company will offer certain Wire Technicians an opportunity to express an interest in leaving the payroll voluntarily with a payment equivalent to what the employee would be eligible for had they been involuntarily laid off per the provisions of Section 6.04 of the Network Addendum for U-Verse Field Operations, plus an additional \$5,000 (net of applicable withholding taxes). Such offer will be at the discretion of the Company and limited to a one-time offer to any number of identified individual groups of Wire Technicians. The offer(s) will occur after July 1, 2020 and off payroll dates will be no later than September 1, 2020.

The parties acknowledge this Agreement is not precedent setting and shall not be admissible in any grievance, arbitration or legal proceeding. Further, nothing in this Agreement, or any placement or bypass relating in any way to this Agreement, shall be subject to arbitration.


FOR THE UNION:

By: 
Richard Honeycutt
Vice President, CWA District 3


Dated: 06/05/2020

By: 
Nick Hawkins
Assistant to VP, CWA District 3

FOR THE COMPANY:

By: 
Diane Bradley
Vice President, Labor Relations

Dated: 06/05/2020

By: 
Thomas Paholski
Assistant VP, Labor Relations