

**MEMORANDUM OF AGREEMENT**  
**PREMISES TECHNICIANS FILLING NEW CST POSITIONS**

This Memorandum of Agreement is entered into between Communications Workers of America (“CWA” or the “Union”) and Southwestern Bell Telephone Company, SBC Advanced Solutions, Inc., AT&T DataComm, Inc., AT&T Operations, Inc., AT&T Services, Inc., and SBC Telecom, Inc. (collectively the “Company” or “Management”), and shall be effective when signed by both parties, through June 30, 2015, unless otherwise mutually agreed in writing by the parties.

Due to extraordinary circumstances, the Company will fill certain Customer Services Technician positions in Business Services and Infrastructure Maintenance (BSIM) and Service Delivery and Assurance (SD&A) with Premises Technicians with a job vacancy request (JVR) on file in locations shown in Attachment A to this Agreement, under section 5.a. of Article XIII of the 2013 Labor Agreements. The process of filling the requisitions is outlined below.

1. This Agreement covers only the requisitions for Customer Services Technicians (CST) in BSIM and SD&A shown in Attachment A.
2. Surplus Group 1 Craft employees will receive priority placement using current staffing processes – i.e., under section 3.b.(8) of Article XIII of the 2013 Labor Agreements.
3. Based on section 5.a. of Article XIII of the 2013 Labor Agreements, Premises Technicians (PT) with an active JVR at a location listed in Attachment A will be placed into the position using current staffing criteria.
4. Upon placement of a PT as described above:
  - a) If under section 5.a. of Article XIII of the 2013 Labor Agreements the Group 1 candidate on the requisition list filled by a PT was a BSIM or SD&A CST within the force adjustment area (FAA) of the work location where the requisition was filled, that candidate may elect to swap positions and locations with the newly-promoted PT. An election to swap must be made in writing to the CST’s supervisor within 7 days of the report date of the newly-promoted PT. Exceptions to the 7 days will be considered on a case by case basis.
  - b) If under section 5.a. of Article XIII of the 2013 Labor Agreements the Group 1 candidate on the requisition list filled by a PT was a BSIM or SD&A CST outside of the FAA of the work location where the requisition was filled, that candidate may elect to transfer to the same location as the newly-promoted PT. The Company at its discretion may allow the newly-promoted PT to remain at that location or force rearrange the newly-promoted PT within the FAA to another location. An election to transfer by the CST must be made in writing to the CST’s supervisor within 7 days of the report date of the newly-promoted PT. Exceptions to the 7 days will be considered on a case by case basis.

- c) If under section 5.a. of Article XIII of the 2013 Labor Agreements the Group 1 Craft candidate on the requisition list filled by a PT is not a CST in the BSIM or SD&A organizations, that candidate may elect to transfer to the same location as the newly-promoted PT. The Company at its discretion may allow the newly-promoted PT to remain at that location or force rearrange the newly-promoted PT within the FAA to another location. An election to transfer by the Group 1 Craft candidate must be made in writing to the Group 1 Craft candidate's supervisor within 7 days of the report date of the newly-promoted PT. Exceptions to the 7 days will be considered on a case by case basis.
  - d) After a Group 1 Craft employee is placed in a location where a newly-promoted PT has also been placed under paragraphs a), b), or c) above, that will end the placement process under this Agreement. If the Group 1 Craft employee does not express an interest as outlined above, this also ends the placement process under this Agreement. If a Group 1 candidate expresses an interest but is not satisfactory in performance or attendance, the next candidate on the list that is satisfactory will be considered for transfer to the newly-promoted PT's location under section 5.a. of Article XIII of the 2013 Labor Agreements.
  - e) The Group 1 Craft employee that initiated the swap or transfer under paragraphs a), b), or c) above will have retreat rights for 14 days from the report date of the swap or transfer. If a retreat is initiated, both employees involved in the swap or transfer will return to the original location prior to the swap or transfer
  - f) A newly-promoted PT will have retreat rights back to their previous PT title and location as a PT for 14 days from the effective date of the promotion.
5. If there are no PTs on the candidate lists from Attachment A, requisitions will be filled using the normal staffing process.
  6. Within 60 days of the effective date of this Agreement CST vacancies in BSIM and SD&A that are created as a result of normal staffing processes will be filled under the terms of this Agreement, e.g., CST transfer to Construction & Engineering.
  7. The Company and the union will appoint one representative each to monitor the processes under this Agreement and to resolve any issues in good faith that may arise and which are not covered in this Agreement.
  8. 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, except that any employee disqualified from a transfer under this Agreement for testing, unsatisfactory attendance or performance may grieve and arbitrate that disqualification under the 2013 Labor Agreements.

FOR THE UNION:

By: \_\_\_\_\_  
Claude Cummings Jr.  
Vice President, District 6

Dated: \_\_\_\_\_

FOR THE COMPANY:

By: \_\_\_\_\_  
Robert G. Zurovec  
Executive Director-Labor Relations

Dated: \_\_\_\_\_