

**MEMORANDUM OF AGREEMENT**  
**RECLASSIFICATION OF TEMPORARY CABLE SPLICING TECHNICIANS**  
**TO REGULAR FULL TIME**

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 March 15, 2015, unless otherwise mutually agreed in writing by the parties.

Temporary Full Time (TFT) Cable Splicing Technicians in the Construction and Engineering (C&E) organization listed in Attachment A will be reclassified as Regular Full Time (RFT) employees effective as soon as practicable.

1. Upon reclassification of the TFT Cable Splicing Technicians as RFT as described above:
  - a) On the effective date of the reclassification a candidate list will be pulled at each location in Attachment A. If under section 5.a. of Article XIII of the 2013 Labor Agreements the top candidate on the candidate list is a RFT Cable Splicing Technician within the Exchange of the work location where the reclassification occurred, that candidate may elect to swap positions and locations with the newly-classified Cable Splicing Technician. An election to swap must be made in writing to the RFT Cable Splicing Technician's supervisor within 7 days of the effective date of the reclassification to RFT. Exceptions to the 7 days will be considered on a case by case basis.
  - b) After a Cable Splicing Technician is placed in a location where a TFT Cable Splicing Technician was reclassified under paragraph a) above, that will end the placement process under this Agreement. If the RFT Cable Splicing Technician candidate does not express an interest as outlined above, this also ends the placement process under this Agreement. If an RFT Cable Splicing Technician candidate expresses an interest but is not satisfactory in performance or attendance, the next RFT Cable Splicing Technician in C&E within the Exchange on the candidate list that is satisfactory will be considered for a swap with the reclassified Cable Splicing Technician.
  - c) The Cable Splicing Technician that initiated the swap or transfer under paragraph a) above will have retreat rights for 14 days from the report date of the swap. If a retreat is initiated, both employees involved in the swap will return to the original location prior to the swap or transfer.

2. 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.
3. 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 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

Date: \_\_\_\_\_

FOR THE COMPANY:

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

Date: \_\_\_\_\_