J.1. K.C

Appendix S

## MEMORANDUM OF AGREEMENT BETWEEN AT&T MIDWEST (the Company) AND INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 21 (the Union)

## AT&T FIELD OPERATIONS, BUSINESS FIELD SERVICES AND ACCESS - CONSTRUCTION AND ENGINEERING ORGANIZATIONS SURPLUS EMPLOYEES

This Memorandum of Agreement ("MOA") covers understandings reached between the Company and the Union regarding the job title of Customer Systems Technician ("CST"), Cable Splicing Technician ("Splicer"), and Outside Plant Technician ("OPT") when a surplus is declared in the AT&T Field Operations ("AFO"), Business Field Services ("BFS"), and/or the Access - Construction & Engineering ("ACE") Market Business Units.

A surplus CST in AFO/BFS, or a surplus Splicer and/or OPT in ACE, who meets the provisions of Article 30, Training and Employment Security, of the 2022 Collective Bargaining Agreement and has:

- a) filed a Surplus Transfer Request within the requisite time frame;
- b) not been offered or placed in a job through the surplus process prior to the Force Disposition Date including, for example, Article 30 preferencing, VSIPP opportunity, etc.;
   and
- c) not been unwilling to test for or failed to qualify, as required, for a job title for which the Company has available vacancies;

may be offered the opportunity to fill available Premises Technician vacancies in seniority order. Once any such vacancies have been filled, the remaining CSTs in AFO/BFS and/or Splicers or OPTs in ACE shall, by order of seniority, displace the least senior Premises Technician in AFO within his/her Reasonable Commutable Area ("RCA"), provided that he/she is more senior than such Premises Technician, meets the basic qualifications of the Premises Technician job title, and is meeting expectations in his/her current job assignment. However, no surplus Splicer and/or OPT in ACE shall displace a Premises Technician if 12% or more of the employees in the Premises Technician job title within the RCA came to the Premises Technician job title with economic protections pursuant to either: 1) the Memorandum of Agreement Regarding Economic Protection Following Placement into Appendix C of Surplus Core Employees and Global Services Agreement Employees Identified for Layoff ("Economic Protections MOA") and the Memorandum of Agreement Regarding Force Movement of Employees and Employee Benefit Treatment ("Movement MOA"), both of which are attachments to Appendix C of the Core

Agreement and its predecessor Agreement; or 2) Section 6 of Memorandum of Agreement A15: Global Services Agreement Appendices to Core. Such displacement will be considered a lateral job offer under Article 30. The displaced Premises Technician shall be laid off within twenty-eight (28) calendar days following notification of displacement. If a surplus CST/Splicer/OPT is placed into a Premises Technician job pursuant to this MOA, and the surplus CST/Splicer/OPT current weekly pay rate exceeds that of a Premises Technician, there will be no change in the surplus CST/Splicer/OPT weekly rate of pay until it is exceeded by that of the Premises Technician title. Until such time, the surplus CST/Splicer/OPT shall not be eligible for any wage increases. Any displacement that occurs as a result of this MOA shall be pursuant to the Movement MOA, and any surplus CST/Splicer/OPT placed into a Premises Technician job pursuant to this MOA shall be afforded the economic protections provided for in the Movement MOA and the Economic Protections MOA. This Memorandum of Agreement will expire at the end of the 2022 Collective Bargaining Agreement between the Parties, unless the Parties mutually agree to extend. AGREED: FOR THE UNION: FOR THE COMPANY: