

MEMORANDUM OF AGREEMENT
RE REMAINDER EMPLOYEES

This Agreement is entered into by and among AT&T Services, Inc. and certain named affiliates (“Contributor”) and Communications Workers of America, AFL-CIO (“Union”).

Contributor and TPG VIII Merlin Investment Holdings, L.P. (“Investor”) have signed an Agreement of Contribution and Subscription (“Contribution Agreement”) under which Contributor has agreed to contribute certain corporate entities and assets and Investor will invest agreed amounts to an autonomous joint venture (“Joint Venture”) that will be created upon the closing of the Contribution Agreement, after which each will hold defined interests in the Joint Venture. The Union represents certain employees that will be transferred to the Joint Venture pursuant to the Contribution Agreement (the “Transferring Employees”). The Transferring Employees are covered by several collective bargaining agreements which the Joint Venture has agreed to assume. The Closing is expected to occur on or about July 31, 2021, but the actual Closing, if it occurs, may be later than that.


The Union has approached Contributor concerning a small group of Transferring Employees (“Remainder Employees”) that enjoy benefits and/or work rules inconsistent with the vast majority of Transferring Employees. A list of the Remainder Employees can be found at Attachment A. The Union is concerned that if the Remainder Employees are included in the transaction, these important benefits and/or work rules will be at risk when the collective bargaining agreements assumed by the Joint Venture are next bargained because the terms at issue are so rare in those CBAs.

For the above-stated reasons, the Contributor and the Union agree that the Remainder Employees will be removed from the scope of the Contribution Agreement. As such, they will not transfer to the Joint Venture upon close and will therefore no longer be Transferred Employees. Instead they will remain with AT&T but with the titles, locations, and organizations provided for in Attachment A. In addition, the Union has requested that following Closing and until her labor agreement is next negotiated, employee Jan Schmidt (js4583) will not continue to participate in the Mobility Bargained Program of the AT&T Pension Benefit Plan or its equivalent, but will instead receive the same pension benefit as those under her labor contract that currently participate in the Bargained Cash Balance Program #2 (BCB#2 Program) of the AT&T Pension Benefit Plan or its equivalent under the DIRECTV Bargained Pension Plan. The Company agrees to this as a necessary term of this Memorandum.

Each Party represents that its representatives who have signed below have full authority to bind that Party to its commitments in this Agreement, and that there are no conditions to the effectiveness of this Agreement other than the signature of such representatives. The Parties have signed below to confirm their respective agreements as set forth above.

AT&T Services, Inc.
 (“CONTRIBUTOR”)

Signature


Steven Frost AVP - Labor Relations

Date

27 July 2021

Printed Name and Title

Communications Workers of America, AFL-CIO (“Union”)

Claude Cummings Jr.
Signature

Date: July 27, 2021

Claude Cummings Jr., Vice President - D6
Printed Name and Title

Sylvia J. Ramos
Signature

Date: July 27, 2021

Sylvia J. Ramos, Assistant to the Vice President
Printed Name and Title