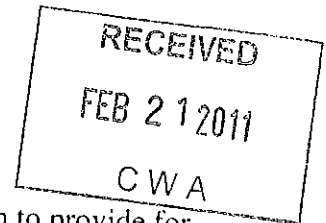


Cover sheet for National Transfer Plan



The Company agrees to modify the current external job posting system to provide for employees who chose to participate in the attached National Transfer Plan as an IMF or CSE participant as follows:

- Positions will advertise in the system for a minimum of seven (7) calendar days
- Employees will have the ability to indicate their interest in the position as an IMF or CSE candidate via the online system
- The system will be accessible to employees from both inside and outside of the AT&T firewall.
- Employees will have the ability to contact the regional employment office to determine the status of a position for which they indicated interest.

The Company commits that the above noted modifications will be completed as soon as possible but no later than June 1, 2010. Furthermore, during the development of the system the Company agrees to host periodic calls with representatives from the CWA Districts and C&T Staffs to discuss the implementation status and system roll out.

Until agreed to and ratified by C&T and the CWA Districts participating in 2009 Core Collective Bargaining, those bargaining units will not be eligible to participate in the National Transfer Plan.

MEMORANDUM OF AGREEMENT
NATIONAL TRANSFER PLAN

In response to the CWA's concern for its members' employment security and its expressed interest in removing impediments to movement between various AT&T Companies identified in the attachments to this Memorandum, the Company agrees to extend the Intersubsidiary Movement (IMF) process and the CWA Surplus Exchange (CSE) process with the following modifications:

IMF:

1. Southeast companies for the bargaining units listed below will be added to the list of participating companies (Attachment A):
 - Southeast Core Bargaining Unit
 - BellSouth Telecommunications, Inc.
 - BellSouth Communication Systems, LLC
 - BellSouth Corporation
 - BellSouth Long Distance, Inc.
 - Southeast Billing Bargaining Unit
 - AT&T Billing Southeast, Inc.
 - Southeast Utility Operations Bargaining Unit
 - BellSouth Telecommunications, Inc.
2. Eligible employees will receive priority placement before external hires after regional contract processes for any bargaining unit job for which they qualify. The qualification criteria utilized will be the same qualification criteria utilized for the regional contractual processes.
3. In situations where there are equally qualified employees eligible and interested in the same position at the receiving Company, eligible employees will be offered the position in order of seniority. If needed, the tie breaker for employees with the same seniority will be the last four digits of their social security number with the higher number being the more senior.
4. When a bargained-for employee moves among bargaining units of the Company covered by this Memorandum of Agreement treatment of vacation time, the Designated Holiday (DH), Floating Holidays (FHs), and Excused Work Days (EWDs) or their equivalent (covered time) will be treated as follows:
 - A covered employee will be eligible for covered time for the current vacation year at the new entity based on the existing labor agreements at that entity. Any covered time already taken at the former entity will be deducted from equivalent covered time for which the employee is eligible at the new entity; the remaining covered time will be scheduled at the new entity subject to needs of the business.
 - Covered time carried over from the prior vacation year must be disposed of, i.e., paid in lieu of or taken at the former entity.

- In no case will an employee's movement from one entity to another result in the double payment for covered time.

5. Employees who have held the Premises Technician job title, or any job title in an agreement or appendix to an agreement that provides for the terms and conditions of employment for Premises Technicians ("Premises Technician Agreements"), are eligible for IMF, but shall be treated as provided in this paragraph. Any employee who has ever held a position in a Premises Technician Agreement will be treated by any receiving company that is party to this IMF agreement and that also is party to a Premises Technician Agreement as if they were received from their own Premises Technician Agreement for all purposes. If the receiving company does not have a Premises Technician Agreement, then employees transferring to that company shall receive the benefits applicable to other bargained-for employees with similar service in the receiving company, except for pension and post-retirement medical and dental benefits; instead, 1) such employees shall participate in the Bargained Cash Balance Program 2 and 2) if such employee meets the eligibility requirements for post-retirement benefits upon termination, the former employee will pay contributions equal to 50% of the total cost of coverage for post-retirement medical and dental coverage if the former employee is not Medicare eligible and will not be eligible for medical or dental post-retirement coverage if Medicare eligible.

6. Employees selected to fill openings in accordance with terms outlined above, will have their Term of Employment (TOE, which was previously known as Net Credited Service or NCS) or Seniority at the departing company recognized by the receiving Company's pension plan or program, subject to the receiving Company's service bridging rules. However where pensions are applicable, the TOE or Seniority will be recognized by the receiving company's pension program only for vesting, participation and eligibility service purposes, but not pension credit or accrual purposes. Further, the service performed at the receiving company will be counted in the departing company's pension plan or program, but only for vesting, participation and eligibility purposes (not for pension credit purposes). In no event will a period of service count as pension credit or accrual service in more than one AT&T pension plan or program (in other words, no double counting of service for pension credit or accrual purposes).

7. Unless expressly provided to the contrary by the Benefits Agreement in the 2009 Core Collective Bargaining Agreement, employees transferring to companies under this Agreement will receive active benefits and any post-retirement benefits under the benefit plans or programs and subject to the terms of the contractual Benefits provisions of the receiving company.

CSE:

1. Southeast companies for the bargaining units listed below will be added to the list of participating companies (Attachment B):

- Southeast Core Bargaining Unit
 - BellSouth Telecommunications, Inc.

- BellSouth Communication Systems, LLC
 - BellSouth Corporation
 - BellSouth Long Distance, Inc.
 - Southeast Billing Bargaining Unit
 - AT&T Billing Southeast, Inc.
 - Southeast Utility Operations Bargaining Unit
 - BellSouth Telecommunications, Inc.
2. Legacy T companies for the bargaining unit listed below will be added to the list of participating companies (Attachment B):
- Legacy T CWA Operations Bargaining Unit
 - AT&T Corp.
 - AT&T Laboratories, Inc.
 - TC Systems, Inc.
 - TCG Services, Inc.
 - TCG Carolinas
 - TCG New Jersey
 - TCG New Jersey, Inc.
 - TCG Rhode Island
 - Teleport Telecommunications New York
3. Surplus employees who express interest in available positions in participating companies will receive priority placement before external hires after regional contract processes for any bargaining unit job for which he/she qualifies. The qualification criteria utilized will be the same qualification criteria utilized for the regional contractual processes.
4. Employees who are declared surplus and subsequently involuntarily laid off who express interest in available positions in participating companies will receive priority placement before external hires after regional contract processes for any bargaining unit job for which he/she qualifies for a period of twelve (12) months following their involuntary lay off. The qualification criteria utilized will be the same qualification criteria utilized for the regional contractual processes.
5. In situations where there are equally qualified employees eligible and interested in the same position at the receiving Company, eligible employees will be offered the position in order of seniority. If needed, the tie breaker for employees with the same seniority will be the last four digits of their social security number with the higher number being the more senior.
6. Any CWA-represented regular employee covered by a CWA Labor Agreement held by a participating company whose work is moving from that company to another participating company may be offered the opportunity to follow their work. Such offer will be subject to the need for additional employees at the receiving Company and all applicable qualifications and selection criteria at the receiving Company. Employees who select this option in lieu of any severance payment and who are placed at and report to, the receiving Company, will receive payment for Relocation Allowance per the applicable

terms and conditions of the collective bargaining agreement at their former Company. This Relocation Allowance will be paid when 1) the employee relocates his/her home residence as a result of following the work; and 2) the employee's new place of reporting is fifty (50) miles or greater road miles by the most direct route farther from their residence than was the old report location.

7. Any CWA-represented regular employee covered by a CWA Labor Agreement held by a participating company who becomes surplus and is offered a job, through the CSE process, in another participating company, will receive payment for Relocation Allowance per the applicable terms and conditions of the collective bargaining agreement at their former Company. Employees who accept a job offer in lieu of any severance payment and who are placed at and report to, the new location will receive payment for this Relocation Allowance when 1) the employee relocates his/her home residence; and 2) the employee's new place of reporting is fifty (50) miles or greater road miles by the most direct route farther from their residence than was the old report location.

8. When a bargained-for employee moves to another bargaining unit of the Company covered by this Memorandum of Agreement treatment of vacation time, the Designated Holiday (DH), Floating Holidays (FHs), and Excused Work Days (EWDs) or their equivalent (covered time) will be treated as follows:

- A covered employee will be eligible for covered time for the current vacation year at the new entity based on the existing labor agreements at that entity. Any covered time already taken at the former entity will be deducted from equivalent covered time for which the employee is eligible at the new entity; the remaining covered time will be scheduled at the new entity subject to needs of the business.
- Covered time carried over from the prior vacation year must be disposed of, i.e., paid in lieu of or taken at the former entity.
- In no case will an employee's movement from one entity to another result in the double payment for covered time.

9. Employees who have held the Premises Technician job title, or any job title in an agreement or appendix to an agreement that provides for the terms and conditions of employment for Premises Technicians ("Premises Technician Agreements"), are eligible for CSE, but shall be treated as provided in this paragraph. Any employee who has ever held a position in a Premises Technician Agreement will be treated by any receiving company that is party to this CSE agreement and that also is party to a Premises Technician Agreement as if they were received from their own Premises Technician Agreement for all purposes. If the receiving company does not have a Premises Technician Agreement, then employees transferring to that company shall receive the benefits applicable to other bargained-for employees with similar service in the receiving company, except for pension and post-retirement medical and dental benefits; instead, 1) such employees shall participate in the Bargained Cash Balance Program 2 and 2) if such employee meets the eligibility requirements for post-retirement benefits upon termination, the former employee will pay contributions equal to 50% of the total cost of coverage for post-retirement medical and dental coverage if the former employee is not

Medicare eligible and will not be eligible for medical or dental post-retirement coverage if Medicare eligible.

10. Employees selected to fill openings in accordance with terms outlined above, will have their Term of Employment (TOE, which was previously known as Net Credit Service or NCS) or Seniority at the departing company recognized by the receiving Company's pension plan or program, subject to the receiving Company's service bridging rules. However, the TOE or Seniority will be recognized by the receiving company's pension program only for vesting, participation and eligibility service purposes, but not pension credit or accrual purposes. Further, the service performed at the receiving company will be counted in the departing company's pension plan or program, but only for vesting, participation and eligibility purposes (not for pension credit purposes). In no event will a period of service count as pension credit or accrual service in more than one AT&T pension plan or program (in other words, no double counting of service for pension credit or accrual purposes).
11. Unless expressly provided to the contrary by the Benefits Agreement in the 2009 Core Collective Bargaining Agreement, employees transferring to companies under this Agreement will receive active benefits and any post-retirement benefits under the benefit plans or programs and subject to the terms of the contractual Benefits provisions of the receiving company.

Order of Consideration:

Job offers made under IMF or CSE will follow the order of consideration below after regional contract processes for any bargaining unit job for which he/she qualifies.

- (1) Surplus employee currently on the payroll and surplus employees involuntarily laid off within the last twelve (12) months
- (2) Current employee using the IMF process

For both IMF and CSE, the Union agrees that it will not seek to alter any existing bargaining units in any AT&T Company on the basis of any movement or transfer of employees between said companies as a result of this Agreement. Further, the Union will not, on the basis of this Agreement or change in operations or practices made by Participating Companies as a result of this Agreement in any pleading, petition, complaint or proceeding before the National Labor Relations Board, an arbitrator or panel of arbitrators, or any court, assert, claim, charge or allege that such companies are a single or joint employer or enterprise, alter egos, accretions or successors of one another, or that any bargaining units of said entities represented by or sought to be represented by the Union are a single bargaining unit, or are or should be otherwise altered in their scope or composition. This commitment on the part of the Union will survive the expiration of this Memorandum, unless and until such time as this commitment is terminated by the mutual written agreement of the parties.

This Agreement shall be subject to the grievance and arbitration procedures of the affected employee's collective bargaining agreement.

FOR THE UNION:

FOR THE COMPANY:

**CURRENT PARTICIPATING COMPANIES
COVERED BY INTERSUBSIDIARY MOVEMENT**

Ameritech Services, Inc.
AT&T Billing Southeast, Inc.
AT&T Corp.
AT&T Laboratories, Inc.
AT&T Messaging LLC (Southwest, West Regions)
AT&T Operations, Inc.
AT&T Services, Inc.
AT&T Video Services, Inc. (Southwest, West Regions)
AT&T Yellow Pages (East, Midwest, Southwest Regions)
BellSouth Communication Systems, LLC
BellSouth Corporation
BellSouth Long Distance, Inc.
BellSouth Telecommunications, Inc.
Illinois Bell Telephone Company
Indiana Bell Telephone Company
Michigan Bell Telephone Company
Nevada Bell Telephone Company
The Ohio Bell Telephone Company
Pacific Bell Information Services (West Messaging)
Pacific Bell Telephone Company
SBC Global Services, Inc. (West Region)
SBC Internet Services, Inc.
SNET Diversified Group, Inc.
Southern New England Telephone
Southwestern Bell Telephone Company
TC Systems, Inc.
TCG Carolinas
TCG New Jersey
TCG New Jersey, Inc.
TCG Rhode Island
TCG Services, Inc.
Teleport Telecommunications New York
Wisconsin Bell Telephone Company

**CURRENT PARTICIPATING COMPANIES
COVERED BY CWA SURPLUS EXCHANGE**

Ameritech Services, Inc.
AT&T Billing Southeast, Inc.
AT&T Corp.
AT&T Laboratories, Inc.
AT&T Messaging LLC (Southwest, West Regions)
AT&T Operations, Inc.
AT&T Services, Inc.
AT&T Video Services, Inc. (Southwest, West Regions)
AT&T Yellow Pages (East, Midwest, Southwest Regions)
BellSouth Communication Systems, LLC
BellSouth Corporation
BellSouth Long Distance, Inc.
BellSouth Telecommunications, Inc.
Illinois Bell Telephone Company
Indiana Bell Telephone Company
Michigan Bell Telephone Company
Nevada Bell Telephone Company
The Ohio Bell Telephone Company
Pacific Bell Information Services (West Messaging)
Pacific Bell Telephone Company
SBC Global Services, Inc. (Midwest, West Region)
SBC Internet Services, Inc.
SNET Diversified Group, Inc.
Southern New England Telephone
Southwestern Bell Telephone Company
TC Systems, Inc.
TCG Carolinas
TCG New Jersey
TCG New Jersey, Inc.
TCG Rhode Island
TCG Services, Inc.
Teleport Telecommunications New York
Wisconsin Bell Telephone Company

INTERSUBSIDIARY MOVEMENT FORM

IMPORTANT: An employee is eligible to submit this form if he/she is a bargained-for employee in one of the Communications Workers of America (CWA)-represented subsidiaries of AT&T listed on the attachment. Submission of this form provides a consistent means for expressing your interest in employment at any of the CWA-represented subsidiaries listed on the attachment to this form.

TERMS AND CONDITIONS:

1. An eligible employee will receive priority consideration before off-street hires for any bargaining unit job for which he/she qualifies.
2. An employee must meet all qualifications (which may include interviewing, testing, driving or security checks, etc.) and selection criteria required by the applicable subsidiary in order to be considered for hire. All activity involved in the hiring process (interviewing, testing, etc.) is to be completed on the employee's own time and such time will not be compensated by any subsidiary.
3. Employees shall suffer no break in service for pension eligibility and will not have a waiting period before being eligible for benefits.
PLEASE NOTE: Employees who move to another participating subsidiary, will be eligible for benefits under the plans, terms, conditions, and provisions currently and in the future that are provided by the applicable subsidiary, WHICH MAY BE DIFFERENT THAN THOSE WITHIN THE CONTRACT THAT THE EMPLOYEE CURRENTLY RESIDES IN. Employees should contact the AT&T Health Benefits Enrollment Center to determine the impact a move would have upon their active and retiree benefits.
4. An employee who continues employment with another AT&T subsidiary will receive no separation payment from his/her former Company.
5. Should an employee leave his/her current subsidiary before receiving the vacation (or other paid time off) to which he/she has become entitled, the employee will either be paid in lieu of such time off, if appropriate, in accordance with the provisions of the applicable labor agreement, or if both the sending and receiving subsidiaries participate in the MOA regarding Vacation Portability, a covered employee will be allowed to carry over time off for the current vacation year to the new subsidiary. This will satisfy all time off entitlements for the current vacation year unless entitlements in excess of those provided by the current subsidiary are provided in the labor agreement of the receiving subsidiary.
6. Employees rehired through submission of this form do not have "retreat rights" or relocation reimbursement, unless relocation would be provided for under the employees current labor agreement, and are subject to all provisions of the receiving subsidiary's labor agreement.

Upon receipt of this form by the receiving subsidiary, an email confirmation will be sent to the employee with an employment application. Submission of this form does not guarantee that the employee will be hired by the applicable AT&T subsidiary. Terms and conditions of employment are governed by the subsidiary's policies and may be changed by the subsidiary at its discretion or are governed by any applicable collective bargaining agreement.

This completed form should be mailed to the appropriate subsidiary as listed on the attachment. You may submit as many forms as you like, but may show only one subsidiary per form. Your employment application, if qualified, will remain on file for one year from the time it is received in the applicable subsidiary. Once your application is on file with a subsidiary, you may update your information by submitting this form and marking the box "Change to existing form".

(Please print in ink)

New form submission or Change to existing form

Subsidiary You Are Applying For: _____ Date _____

Desired Title(s) _____

Desired Location(s) _____

Would you be interested in a temporary or term position? Yes No*

*By indicating no, you will not be contacted for job opportunities that are advertised as temporary or term assignments

PERSONAL DATA

Name _____

(Last) (First) (Middle)

Home Address _____

(Number/Street) (City/State) (Zip Code)

Home Telephone (____) _____ ATTUID _____

WORK DATA

Subsidiary You Work For: _____ Current Title _____

Work Address _____

(Number/Street) (City/State) (Zip Code)

Work Telephone (____) _____

Current Supervisor's Name _____ Telephone (____) _____

EMPLOYMENT EXPERIENCE (Indicate all job titles held at any AT&T subsidiary within the past 5 years.)

Subsidiary _____ Address _____ City/State _____ Supervisor's Name and Telephone Number _____	Dates Employed _____ (From MO/YR to MO/YR) Job Title and Responsibilities _____ _____
Subsidiary _____ Address _____ City/State _____ Supervisor's Name and Telephone Number _____	Dates Employed _____ (From MO/YR to MO/YR) Job Title and Responsibilities _____ _____
Subsidiary _____ Address _____ City/State _____ Supervisor's Name and Telephone Number _____	Dates Employed _____ (From MO/YR to MO/YR) Job Title and Responsibilities _____ _____

BY MY SIGNATURE BELOW I ACKNOWLEDGE AND AGREE WITH ALL TERMS AND CONDITIONS AND THAT ANY AND ALL COMPANY RECORDS CONCERNING MY EMPLOYMENT MAY BE PROVIDED TO AND REVIEWED BY HUMAN RESOURCES, SECURITY, LEGAL AND/OR OTHER MANAGEMENT EMPLOYEES OF ANY AT&T SUBSIDIARY AS MAY BE NECESSARY, IN THE JUDGMENT OF MANAGEMENT, TO DETERMINE MY SUITABILITY FOR EMPLOYMENT IN ANY POSITION FOR WHICH I HAVE EXPRESSED INTEREST IN THIS FORM. PLEASE PROVIDE YOUR SIGNATURE AND THE DATE BELOW TO INDICATE THAT YOU AGREE TO AND UNDERSTAND ALL OF THE INFORMATION CONTAINED IN THIS FORM.

Signature _____ Date _____

To All Employees Interested in the Surplus Exchange Process

As part of the Employment Security Agreement between SBC and its wholly owned subsidiaries and the CWA, the Company is offering you the opportunity to express interest in CWA positions in other regions and/or subsidiaries through the Surplus Exchange Process.

All CWA represented employees who are surplus from their current job title will have the option of participating in the Surplus Exchange process.

Through this process, you will have the opportunity to express interest in CWA positions that would be available to "off-the-street" candidates.

It is important for you to note the following when considering participation in the Surplus Exchange Process:

- You must meet all the qualification criteria (which may include interviewing, testing, driving or security checks, etc) and selection criteria required by the applicable subsidiary including meeting attendance and performance standards
- All testing will be completed on your own personal time
- All travel expenses incurred as a result of the Surplus Exchange Process will be your responsibility
- Relocation will not be paid for by the Company
- If you are moving through the Surplus Exchange Process, you are not eligible for termination/severance pay
- Any questions you may have regarding Pension and Benefits should be directed to SBC Connect at 1-877-722-0020
- You will be required to meet residency/time-in-title/time-in-location once you move to a position in a different subsidiary
- There will be no retreat rights
- Should you leave your current subsidiary before receiving the vacation (or other paid time off) to which you have become entitled, you will either be paid in lieu of such time off, if appropriate, in accordance with the provisions of the applicable labor agreement, or if both the sending and receiving subsidiaries participate in the MOA regarding Vacation Portability, if covered, you will be allowed to carry over time off for the current vacation year to the new subsidiary. This will satisfy all time off entitlements for the current vacation year unless entitlements in excess of those provided by the current subsidiary are provided in the labor agreement of the receiving subsidiary.
- If you are interested in the Surplus Exchange Process, for all participating subsidiaries except Cingular, you must complete the attached Surplus Exchange Form and return it to the Staffing Center for the geographic location you are interested in. For Cingular, apply online at www.cingular.com and note that you are a surplus CWA represented SBC employee on resume
 - Submission of this form does not mean that you will be hired by the applicable subsidiary
 - If you have any changes at any time that need to be made on a Surplus Exchange Form you already submitted, you will need to contact the Staffing Center where you sent your original form to let them know of the change(s)
 - Forms can be faxed or mailed to the Staffing Center responsible for the location you are interested in relocating to
 - You will need to indicate what type of job class you would like to be considered for as positions that become available may be either Regular or Temporary/Term
 - Once the Staffing Center receives your form, an Employment Application will be sent to you at your home address. The Application must be completed and returned to the Staffing Center to be included as part of your record

If there are specific questions on topics not addressed above, please speak with your Supervisor.

Thank you,

SBC Non-Management Staffing

Surplus Exchange Request Form

Personal Contact Information

 Last Name First Name & MI Social Security Number NCS Date

 Home Address Including City, State & Zip Code () Home Telephone Number

Surplus Status Information

 Date Declared Surplus Surplus Status End Date/Force Disposition Date

Desired Geographic Location, Job Class & Job Families

Please list geographic locations* you would be interested in relocating to

Please indicate the job class you would be interested in

Regular Part Time	<input type="checkbox"/>	Regular Full Time	<input type="checkbox"/>
Temporary/Term Part Time	<input type="checkbox"/>	Temporary/Term Full Time	<input type="checkbox"/>

Please indicate the job families you would be interested in

Building and Equipment Maintenance	<input type="checkbox"/>	Support Services	<input type="checkbox"/>
Clerical	<input type="checkbox"/>	Technical – Inside	<input type="checkbox"/>
Communications Consultant	<input type="checkbox"/>	Technical – Outside	<input type="checkbox"/>
Customer Service	<input type="checkbox"/>	Yellow Pages – Clerical	<input type="checkbox"/>
Graphics	<input type="checkbox"/>	Yellow Pages – Customer Service	<input type="checkbox"/>
Operator	<input type="checkbox"/>	Yellow Pages – Graphics	<input type="checkbox"/>
Sales and Service Representative	<input type="checkbox"/>	Yellow Pages - Sales	<input type="checkbox"/>

*Please note – if you should be offered a position that will require relocation, you will be responsible for all relocation expenses.

Current Work Related Information

 Subsidiary Currently Working For Current Job Title

 Work Address Including City, State & Zip Code Work Telephone Number

 Supervisor's Name Supervisor's Telephone Number

Previous Employment Experience

Please list your previous experience for the last 5 years.
 If you need additional space, please attach another piece of paper.

 Subsidiary Address

 City/State Supervisor's Name and Telephone Number

Previous Employment Experience Continued...

Job Title _____ Dates Employed (From MO/YR to MO/YR) _____

Job Responsibilities _____

Subsidiary _____ Address _____

City/State _____ Supervisor's Name and Telephone Number _____

Job Title _____ Dates Employed (From MO/YR to MO/YR) _____

Job Responsibilities _____

Subsidiary _____ Address _____

City/State _____ Supervisor's Name and Telephone Number _____

Job Title _____ Dates Employed (From MO/YR to MO/YR) _____

Job Responsibilities _____

Job Related Skills and Training

Please list any job related skills related to the job families you are interested in.

Please list any training related to requested job families. All training must be satisfactorily completed to be listed. Attach a copy of training record if available.

Acknowledgement

I acknowledge by signing below that I agree with all terms and conditions and that any and all Company records concerning my employment may be provided to and reviewed by Human Resources, Security, Legal and/or other Management employees of any SBC subsidiary as may be necessary, in the judgment of Management, to determine my suitability for employment in any position for which I have expressed interest on this form.

I understand that I must meet all qualifications to be considered for possible placement.

Employee's Signature

Date