

**MEMORANDUM OF AGREEMENT
AT&T EMPLOYEE DISCOUNTS**

This Memorandum of Agreement ("MOA") covers understandings and agreements reached between AT&T Teleholdings, Inc., Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated, The Ohio Bell Telephone Company, Wisconsin Bell, Inc., Michigan Bell Telephone Company, AT&T Services, Inc., Ameritech Services Inc., SBC Global Services Inc. and AT&T Corp. ("Company") and Communications Workers of America District 4, AFL-CIO ("Union") (hereinafter, Company and Union are referred to collectively as "Parties"), regarding the **AT&T EMPLOYEE DISCOUNT PROGRAMS** ("Programs"). The term Programs, as used herein, excludes the bargained-for wireline home telephone concession plans and shall apply to all current and future discount programs provided and offered by the Company. The Company and Union agree as follows:

1. During the term of this MOA, bargaining unit employees represented by the Union will be conditionally eligible to participate in the Programs on the same terms and conditions applicable to the Company's non-bargained for management employees, subject to product availability, restrictions and requirements as well as any other terms or conditions otherwise agreed to by the Parties.
2. Bargaining unit employees of the Company are conditionally eligible to participate in the Programs solely by virtue of this MOA and would not otherwise be eligible to participate in the Programs.
3. Because the Company cannot effectively offer the Programs for selected operating entities, the Parties acknowledge and agree that individual wholly-owned subsidiary and affiliated operating companies of AT&T Inc. (hereinafter "Operating Subsidiary") cannot be excluded from the Programs. Therefore, this MOA will become effective and binding on the Parties only if the Union executes a similar MOA regarding the Programs for all of the AT&T Operating Subsidiaries with each of the individual CWA Districts. If this condition is not satisfied by October 9, 2015, this MOA will become null and void.
4. The Company, in its sole discretion, reserves the unilateral right to amend, modify, change or discontinue all or any part of the Programs at any time and without bargaining.
5. If the Company changes the terms and conditions of the Programs in the future, the Company will provide the Union with a notification of the changes at least 10 days prior to the date the changes are to become effective.
6. This MOA shall not be cited as support or evidence of any claim, grievance, or demand relying in whole or in part on any allegation of co-employment, alter ego, joint employment, single employer, or a single bargaining unit.

7. Prior to executing this MOA, the Company and Union have satisfied any and all of their legal and contractual obligations to bargain over the Programs and the terms of this MOA if any such obligation exists.
8. This MOA will remain in force and effect until cancelled by either the Company or upon mutual agreement of the Parties.

AGREED:

FOR THE UNION

Lucinda L. Hunter 10-8-15
[Name and Title] Date

FOR THE COMPANY

Randall White 10/8/15
[Name and Title] Date