

Settlement Agreement

Whereas, on or about June 8, 2020, the Employer created the Customer Service Representative I-Work from Home ("CSR-WFH") job title and wage rate and notified the Union in accordance with Article 2 of the Mobility Black Collective Bargaining Agreement (the "Black CBA");

Whereas, pursuant to Article 2, of the Black CBA, the Union subsequently requested, and the Employer agreed, to initiate negotiations concerning the temporary wage rate established for the CSR-WFH job title;

Whereas, from July 29, 2020 through September 24, 2020, the Employer and Union negotiated but were unable to reach an agreement as to the appropriate permanent wage rate for the CSR-WFH job title;

Whereas, in accordance with Article 2 of the Black CBA, the Parties mutually agreed to submit the wage rate issue for mediation and, absent a mutual resolution, to binding mediation, before Mediator Richard Adelman;

Whereas, following conferences with Mediator Richard Adelman, the Parties reached a tentative agreement as to the appropriate permanent wage rate for the CSR-WFH job title;

Now therefore, the Employer and Union wish to memorialize the terms of their agreement, and therefore agree to the following on a one-time, non-precedent setting basis relating to any future matters and disputes between the parties:

1. The wage rate set by the Company for the CSR-WFH job title is hereby recognized as the permanent wage rate;
2. On a forward looking basis only, the Company agrees to allow individuals in the CSR-WFH job title to participate in the Company's incentive programs (as set forth and described under Article 19, Section 2) in a similar manner to similarly situated CSR-1s participating in the Company's incentive programs. In this regard, the CSR-WFH and CSR-1 will each be given the same ability to participate in the Company's incentive compensation program as set forth and described under Article 19, Section 2.
3. The CSR-WFH job title's participation and any amount earned under an applicable incentive program and its associated rules is subject to deduction(s) resulting from payments made either at the Company's discretion or those payments made under the weekly pre-chargeback "at risk" payment amount issued to each applicable representative (e.g., those individuals who were prior RSCs and were slotted over and credited the pre-chargeback "at risk" amount on a weekly basis in accordance with Article 19 Section 1(d) and provided a \$197.12 weekly payment for the 12-month period the parties agreed upon under Article 19, Section 1(C) of the Black CBA).
 - a. For example, under this agreement, if a CSR-WFH would have earned a \$2000.00 incentive program payment but was also receiving a guaranteed amount of \$854.16 (on a monthly basis) in accordance with the Article 19 Section 1(c) pay protection provision, that \$854.16 pay protected amount would be deducted from any earned incentive amount and the representative would be paid the additional difference between the two, or \$1145.84. This would result in a total incentive payment to the CSR-WFH representative of \$2,000.00. A CSR-WFH representative would not be paid both amounts (both a full incentive amount and a full

pay protected step up amount) on a monthly basis, but rather would only be paid the aggregated differential amount of the two or, if the incentive amount was lower, only the guaranteed pay protected amount of \$854.16 for the applicable time period (the 12-month period the parties agreed upon under Article 19, Section 1(C) of the Black CBA). Given the foregoing, at no point in time would a CSR-WFH representative ever be paid an amount that was greater than an incentive program amount they earned under an applicable incentive program.

4. The Company will make good faith efforts to enroll the CSR-WFH representatives in the applicable incentive programs as soon as possible in its normal course of business.

**COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO**

AT&T MOBILITY SERVICES LLC

By: Angele Wells 11/25/20
Date

By: Scott Simmons 11/30/2020
Date