

## SETTLEMENT AGREEMENT

BellSouth Telecommunications, LLC (“BST” or “The Company”) and Communications Workers of America (“CWA”) agree to resolve their dispute over uniform compliance as it is enforced under Section 4.15, Work Apparel, of the Network Addendum U-verse Field Operations (UFO), Appendix C Part XVII - Uniform Program, of the BST Working Agreement, Appendix B Uniform Program in the Utility Operations Working Agreement and any other corporate guidelines that speak to or regulate the wearing, modifying or use of uniforms as they may apply to uniform program participants in the Southeast region.

- 1) BST bargaining unit employees who participate in an AT&T Uniform Program will be allowed to wear “sleeves” that are one solid color (example - solid white, solid red, solid green) with the official CWA logo and the CWA Local number in block lettering that is one-inch block style font in one solid color. The Company's Appearance Policy will be amended to reflect this. (photograph example attached - picture #1)
- 2) Southeast bargaining unit employees who participate in an AT&T Uniform Program may wear the “I Pledge” sleeves that were worn during 2019 bargaining for one year following the date of this agreement. CWA District 3 understands that after this one-year period, the Company will consider the “I Pledge” sleeves to violate the Company’s Appearance Policy. (photograph example attached - picture #2)
- 3) An email notification of the change in policy will be sent to all Southeast bargaining unit employees who participate in the various AT&T Uniform Programs and their leadership up to and including Director level managers.
- 4) Southeast bargaining unit employees who were not paid due to their failure to come to work, prepared to work, in the appropriate uniform and refused to comply with the uniform program after being directed to do so on August 16, 2019 will be paid for all scheduled hours on that day. Additionally, any disciplinary action taken against such employees as a result of the “I Pledge” sleeves, will be removed from all of the impacted employees’ personnel files.
- 5) CWA District 3 agrees that the “FU” buttons, or any other Union memorabilia containing this phrase, will not be utilized as part of a concerted activity that is coordinated at the District level. CWA District 3 understands that upon execution of this agreement, the Company will consider the “FU” buttons and any other Union memorabilia containing this phrase, to violate the Company’s Appearance Policy.
- 6) If the Company determines that any item worn violates the Uniform Program or the Company’s Appearance Policy and CWA District 3 disagrees with the Company’s determination, the parties agree to submit their dispute to Arbitrator Lawrence Holden. The procedure for such submission will be as follows:
  - i. CWA District 3 will formally notify the Southeast Labor Relations Vice President via email that it disagrees with Company’s determination;

- ii. Within three business days of the Union's written notice, the parties will notify Arbitrator Holden of their dispute;
- iii. Within ten business days of the notice, the parties will submit electronic briefs (not to exceed three pages) directly to the Arbitrator in which each party will explain to the Arbitrator its position, and each will serve the other after conferring and confirming that both have submitted briefs to the Arbitrator. The parties will also submit an agreed upon photograph of the item in question. The parties cannot file response briefs.
- iv. The Arbitrator commits to issuing an award within two business days of submission of the briefs. Such award will determine whether or not an employee wearing the item violates the AT&T Uniform Program because a reasonable AT&T customer is likely to consider the item as offensive. As a guide to the parties, the Arbitrator may issue a brief explanation of the reasoning behind the award. The parties do not expect such explanation to exceed two pages.
- v. The parties will evenly split the arbitrator's fees.

7) CWA District 3 agrees to withdraw all outstanding grievances and NLRB charges challenging the enforcement of any "Uniform Program" guidelines and associated consequences, including but not limited to the grievances from Locals 3120, 3212, & 3122 and NLRB Charges Nos 12-CA-246764, 12-CA-246894 and 12-CA-246915.

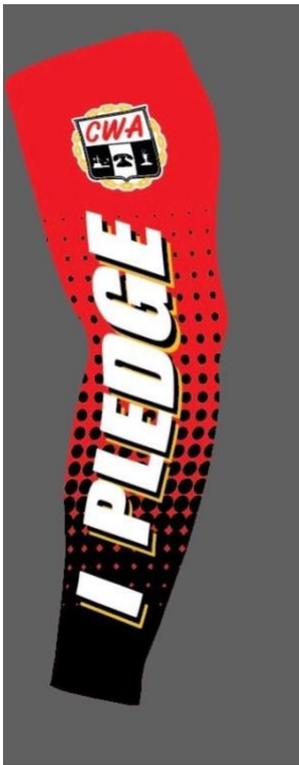
8) This Settlement Agreement, including the resolution procedure in paragraph 6, will expire at the same time as the 2019 Working Agreement Between CWA and BST.

9) CWA District 3 on behalf of CWA District 3 and all CWA Locals within CWA District 3 agrees that the Company will limit and enforce the use of "sleeves" to the aforementioned designs. The Union is aware that the Company reserves the right to make changes to the BST Uniform Program, the Utility Operations Uniform Program and the UFO Branded Apparel Program, in accordance with the limitations set forth in the collective bargaining agreement. Furthermore, CWA District 3 on behalf of CWA District 3 and all CWA Locals within CWA District 3 agrees that there will be no additional modifications to the uniform worn by employees covered under all Uniform Programs contained within these agreements without mutual agreement between CWA District 3 and the Company.

10) The Company and the Union agree by signing this stipulation that it is non-precedent setting, may not be used in any pending or future grievance and/or arbitration cases and does not in any way modify past practices beyond what has been agreed to therein. Further, the Union will not, in any forum or proceeding, use this Settlement Agreement to allege or argue that the Company does not have the right to alter or change the Uniform Programs in accordance with the limitations set forth in the collective bargaining agreements.



ATTACHMENT – PICTURE #1



ATTACHMENT – PICTURE #2

Dated this 13<sup>th</sup> day of March, 2020

For BellSouth Telecommunications, LLC



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Thomas P. Paholski  
Assistant Vice President – LR

For CWA District 3



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Nick Hawkins  
Assistant to the Vice President – D3