

Program



Important Benefits Information

AT&T Adoption Reimbursement Program

This booklet is your Program document for the AT&T Adoption Reimbursement Program.

This Program document replaces the December 2002 SBC Adoption Reimbursement Program SPD and the SBC Adoption Reimbursement Program plan text in their entirety.

DISTRIBUTION

Distributed to management and bargained employees of all pre-merger SBC companies.

NIN: 78-2420



Adoption

Benefit Program

July 2006

IMPORTANT INFORMATION

This Program document was written for easy readability. Therefore, it may contain generalizations and informal terms rather than precise legal terms. Also, this document is the official document of the Program. It will govern and be the final authority on the terms of the Program. AT&T reserves the right to terminate or amend any and all of its employee benefit plans or programs, subject to any collective bargaining obligation. Participation in this Program is neither a contract nor a guarantee of future employment. Please keep this Program document for future reference.

**This Program document is provided
for your information and review;
no other action is necessary.**

Table of Contents

Page

INTRODUCTION	4
ELIGIBILITY	4
CONTRIBUTIONS	5
COVERED EXPENSES UNDER THE PROGRAM	5
EXPENSES NOT COVERED UNDER THE PROGRAM	6
HOW TO FILE A CLAIM FOR REIMBURSEMENT	6
IF THE EMPLOYEE TRANSFERS EMPLOYMENT WITHIN THE AT&T COMPANIES	7
WHEN COVERAGE ENDS	8
CLAIMS AND APPEAL PROCESS UNDER THE PROGRAM	8
DEFINITIONS	10
OTHER PROGRAM INFORMATION	13
Program Administrator	13
Administration	13
Amendment or Termination of the Program.....	13
Information to be Furnished	13
Controlling Law	14
Overpayments	14
Unclaimed Benefits	14
Adoption Information	14
PROGRAM INFORMATION	15
CONTACT INFORMATION	16

Appendix A: Participating Employee Groups

Appendix B: Participating Companies

Introduction

This document, including *Appendices A and B* and all amendments hereto, constitute the program document for the employee welfare benefit plan known as the AT&T Adoption Reimbursement Program (the "Program"). This Program document legally governs the operation of the Program and is the final authority on the terms of the Program.

The Program helps eligible Employees with the cost of adopting a Child. Under this Program, eligible Employees can be reimbursed for 100 percent of all covered expenses associated with Adoptions, up to \$5,000 per Child. Reimbursement for Qualifying Adoption Expenses can only be made *after* the Adoption has been finalized. There is no annual or lifetime limit on the benefits paid by the AT&T Adoption Reimbursement Program, which covers adoptions both inside and outside of the United States.

AT&T Inc. intends to continue the Program described within this document. However, it reserves the right at any time and for any reason, and without notice, to change, modify or terminate any of the terms, conditions or benefits of the Program subject to any obligation under a collective bargaining agreement.

Eligibility

A Full-time Regular Employee, Term Employee or Regular Limited Term Employee of a Participating Company listed on *Appendix A* is eligible for reimbursement of Qualifying Adoption Expenses, provided the Employee was employed at the time the Adoption expenses were incurred, and the Adoption has been finalized.

Subject to the above conditions, the following Employees are eligible under the Program upon their date of hire:

- All Management Employees, *and*
- Bargained Employees of
 - SBC Advanced Solutions, Inc. - CWA District 1 (Telcom OutRegion)
 - SBC Long Distance, Inc. - CWA District 9 (PBLD)
 - SBC Internet Services, Inc. - CWA (PBI and National Internet Group)
 - SBC Global Services, Inc. - CWA District 9 (CA/NV)
 - SBC Global Services, Inc. - CWA District 4 (COS)
 - Digital Graphics ADvantage - IBEW Local 1269 (DGA)
 - Southwestern Bell Advertising Group, Inc. CWA District 7 (SWBAG)

All other Bargained Employees are eligible for reimbursement on the first day of month during which the Employee attains six months of Net Credited Service (NCS). In such situations, the Employee may be reimbursed for Qualifying Adoption Expenses incurred during the period he or she has been employed by a Participating Company, but only after the first day of month during which the Employee attains six months of NCS.

AT&T retirees who previously held a Bargained or Management position and who are subsequently rehired by a Participating Company as a Management Employee on or after January 1, 2002, are not eligible for reimbursement under the Program.

If you are part of an Employee group that is newly represented by a union and a collective bargaining agreement is not currently in place, then until such time as new benefits are bargained and become effective, the benefit provisions that apply to you as an eligible Employee are generally the same as those that applied to you on the date that the union was recognized as your representative or had been previously announced.

Employees do not have to enroll in the Program to be reimbursed.

Contributions

Employees do not contribute to the cost of the Program. All Qualifying Adoption Expenses, and other expenses incurred in administering the Program are paid by the Participating Companies, out of operating expenses.

Covered Expenses Under the Program

Qualifying Adoption Expenses under the Program that are eligible for reimbursement include expenses relating to the legal Adoption of a Child who is adopted from an approved public or private Agency or independent source inside or outside of the United States. Adoption expenses for the adoption of a stepchild, relative or foster child are also covered.

Moreover, Qualifying Adoption Expenses incurred by a Spouse/Legally Recognized Partner (LRP) who is not an Employee and who adopts an Employee's Child are also reimbursable. Refer to the "Definitions" section on Page 10 of this document for more information on who qualifies as a "Spouse" and "LRP."

The following Qualifying Adoption Expenses incurred before or after the Initial Placement are covered, up to \$5,000 per Child:

- Agency fees from recognized public and private Agencies
- Fees from private placement through attorneys and physicians
- Legal and court fees
- Foreign Adoption fees and passenger airfare to bring the Child home
- Temporary child care charges incurred before placement or Foreign Adoption

Other reasonable Adoption expenses, at the sole discretion of the Program Administrator, may be covered if, in the opinion of the Program Administrator, they are consistent with local and customary costs associated with Adoptions.

If the Child reaches the age of 18 before the Adoption is finalized, Qualifying Adoption Expenses are covered as long as the Initial Placement of the Child occurs before the date the Child attains the age of 18.

Expenses Not Covered Under the Program

The following expenses are *not* covered under the Program:

- Transportation costs (except for Foreign Adoptions as listed above)
- Voluntary donations or contributions
- Expenses incurred by or on behalf of the biological parents
- Costs to obtain Guardianship or custody of a Child not associated with the legal Adoption of a Child

Other expenses, at the sole discretion of the Program Administrator, may *not be* covered under the Program.

How to File a Claim for Reimbursement

An Employee must file a claim for reimbursement in accordance with the terms and conditions of the Program by submitting the Adoption Reimbursement Claim Form (Claim Form) provided by the Claims Administrator. The Claim Form, along with the necessary written documentation must be submitted for reimbursement of covered expenses under the Program. The type of Adoption shall dictate the necessary documentation. The Program Administrator, in its sole discretion will determine what documentation is necessary for any Adoption claim. Listed below are the steps to be taken to file a claim for reimbursement of Qualifying Adoption Expenses:

1. After the Employee incurs all of his or her Adoption expenses and the Adoption has been finalized, the Employee must contact the Claims Administrator for a *Claim Form*. See “Contact Information” section on Page 16 of this document.
2. The Employee should attach the following to the completed *Claim Form*, as applicable:
 - A copy of the official written confirmation of Initial Placement stating the date the Child was Initially Placed in the Employee’s home for Adoption (an official written confirmation includes, but is not limited to):
 - Agency Adoption
Adoption Agency placement agreement stating when the Child was Initially Placed in the Employee’s home for Adoption.
 - Independent Adoption
Hospital release form stating when the Child was Initially Placed in the Employee’s custody for Adoption purposes, or a letter from an attorney stating when the Child was Initially Placed in the Employee’s home solely for the purpose of Adoption.
 - Stepchildren/Relatives Adoption
Letter from attorney stating when the Adoption process began; or Petition for Adoption.
 - Foster Children Adoption
Adoption placement agreement stating that the foster Child is in the Employee’s home for Adoption.
 - A copy of the Adoption decree.

- A copy of the proof of birth (such as a birth certificate, Social Security card, or any other document that the Claims Administrator determines to be necessary and appropriate).
 - All *original* itemized receipts stating that the covered expenses have been paid; receipts will be returned to the Employee after processing.
3. The Employee must submit the completed Claim Form, receipts and other necessary attachments to the address on the bottom of the form within 12 months after the Adoption has been finalized. **Important: The Claim Form must be received by the Claims Administrator by the filing deadline.**
 4. The Employee should receive his or her reimbursement in approximately six to eight weeks.

Important: The Employee may only file one claim form per Adoption, even if his or her Spouse or LRP also is an Employee. All expenses that the Employee wants considered for reimbursement, up to \$5,000, must be included on the same claim form.

Reimbursement of Qualifying Adoption Expenses *may* be considered taxable income. If appropriate, the Employee's reimbursement may be subject to all applicable federal and state income tax withholding, Social Security and Medicare taxes (FICA) and federal unemployment taxes (FUTA). If applicable, these taxes will be withheld from the Adoption reimbursement check. The amount the Employee receives from the Program will be reflected on his or her W-2 form as income. The Employee may be eligible for a tax credit when he or she files his or her tax returns. For this reason, it is advisable that the Employee consult a tax professional.

If the Employee Transfers Employment Within the AT&T Companies

If the Employee transfers within AT&T from a Participating Company to a non-Participating Company, then the Employee will be reimbursed for covered expenses incurred while working for the Participating Company, as long as the Initial Placement or the Foreign Adoption occurred while he or she was employed by the Participating Company, *and* the Adoption is ultimately finalized.

If the Employee transfers from a non-Participating Company to a Participating Company, the Employee will be reimbursed for covered expenses incurred while employed by the Participating Company, provided the Initial Placement occurred while he or she was employed by the Participating Company and the Adoption is finalized.

Reimbursement shall not be made before the Adoption is finalized.

When Coverage Ends

Subject to the exception stated above, an Employee's eligibility for reimbursement of Qualifying Adoption Expenses under the Program ends on the date one of the following events occur:

- The Employee's employment with a Participating Company is terminated;
- The Employee is no longer a full-time Employee of a Participating Company, and/or
- The Employee is no longer a Regular, Term, or Regular Limited Term Employee of a Participating Company.

After the Employee is no longer eligible for the Program, the Employee still may submit a claim for reimbursement if:

- Qualifying Adoption Expenses were incurred on or before the date the Employee's eligibility ends;
- The Initial Placement of the Child or the Foreign Adoption occurred on or before the date eligibility under the Program ended, and
- The Adoption is ultimately finalized.

Claims and Appeal Process Under the Program

This document expresses the terms and conditions under which benefits are payable in specific terms. Whenever the wording of this document is not completely explicit with respect to any claim which arises, past administrative practice and determination of the Claims Administrator or the Committee, shall govern payment. The Committee and the Claims Administrator shall have full and exclusive authority and discretion to grant and deny claims under the Program, including the power to interpret the Program and determine the eligibility of any individual to participate in and receive benefits under the Program.

The Program's Claims Administrator will notify a claimant, either in writing or electronically, of the decision regarding his or her claim within 90 days of the receipt of the claim. By written or electronic notice sent before the end of the 90 day period, the Claims Administrator may extend this 90 day period for up to an additional 90 days if it determines that special circumstances require more time to determine the claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the final decision may be expected.

The Employee may treat his or her claim as denied if he or she does not receive a written or electronic notice from the Claims Administrator that the claim is denied, either in whole or in part, within 90 days of the Claims Administrator's receipt of the claim. If the claimant receives a written or electronic notice from the Claims Administrator that the claim is denied, the notice will contain:

- Specific reasons for the denial.
- If applicable, a description of any additional information needed to make the claim acceptable and the reason the information is needed.
- A description of the procedure by which the claimant may appeal the denial.

If the Employee's claim is denied in whole or in part and the Employee disagrees with the decision, he or she may appeal the decision by filing a written request for review. The Employee or his or her authorized representative must make the request for review within 60 days of receipt of the denial notice, or the denial will become final.

If the Employee or his or her authorized representative sends a written request for review of a denied claim, the Employee or his or her representative has the right to:

- Send a written statement of the issues and any other comments, along with any new or additional evidence or materials in support of the appeal
- Reasonable access to and copies of all documents, records and other information relevant to the claim for benefits

In his or her appeal, the Employee should state as clearly and specifically as possible any facts and/or reasons why he or she believes the Claims Administrator's action is incorrect. The Employee should also include any new or additional evidence or materials in support of his or her appeal that he or she wishes the Claims Administrator to consider. Such evidence or material must be submitted along with a written statement at the time of the appeal.

Unless the Employee is notified in writing that more time is needed, a review and decision on his or her appeal must be made within 60 days after his or her appeal is received. If special circumstances require more time to consider the Employee's appeal, the Claims Administrator may take an additional 60 days to reach a decision, but the Employee must be notified in writing that there will be a delay.

If the Employee's appeal is denied, the Claims Administrator's decision will be in writing or sent electronically and will contain:

- Specific reasons for the denial
- Specific references to the Program provisions on which the denial is based

If the Employee's appeal is denied, it is final and not subject to further review.

If the Employee fails to go through the claims and appeal process described in this document, then the Program shall have no liability toward the Employee with respect to any benefit that was the subject of that unfilled claim.

A legal action should not be filed until the Employee completes the claim and appeal process. Any suit based on a denial of eligibility and/or for benefits under the Program must be filed no later than 5 years after the date of the denial by the Committee or a Claims Administrator. Process in legal actions concerning the provision of benefits under the Program should be served on the Agent for Service of Legal Process for the Program.

Definitions

Adoption. The legal process by which a parent-child relationship is decreed between the Employee or the Employee's Spouse or LRP and a Child.

Agency. The placement source where a Child is obtained for purposes of Adoption.

AT&T. AT&T Inc.(formerly known as SBC Communications Inc.), a Delaware corporation, or its successors.

AT&T Controlled Group or Controlled Group Member. AT&T Inc. and any other entity included with it as an "employer" as determined pursuant to Internal Revenue Code §414(b), (c), (m), and (o) and the regulations thereto.

Bargained Employee. Any Employee:

- Whose job title and classification are included in a collective bargaining agreement between a Participating Company and a union that has agreed to the benefits provided under the Program.
- Who is a confidential employee as defined by the National Labor Relations Act.
- Whose job title and classification, by agreement between a Participating Company and a union, have been excluded from a collective bargaining unit represented by the union that has agreed to the benefits provided under the Program.
- Who is a nonmanagement-nonunion Employee of a Participating Company in which the Company has decided to provide benefits similar to a Bargained Employee of the Participating Company.

Child. Any individual who is:

- Under the age of 18, or
- Physically, mentally and/or medically incapable of self-support

and unrelated by blood or marriage to the Employee or the Employee's Spouse or LRP for the purpose of Adoption except the Employee's:

- Stepchild.
- Child by birth.
- Relative by blood or marriage.

Claims Administrator. Any individual or entity appointed or retained by the Committee or by the Company for granting and denying claims.

Committee. A committee appointed by the Company to assist in the administration of the Program, if applicable.

Company. AT&T Inc., a Delaware corporation, or its successors.

Employee. Any individual, other than a Leased Employee or Nonresident Alien Employed Outside the United States, who is carried on the payroll records of a Participating Company as a common law employee and who receives a regular and stated compensation, other than a

pension or retainer, from that Participating Company, in exchange for services rendered to that Participating Company.

The term "Employee" does not include any individual who is:

- Rendering services to a Participating Company pursuant to a contract, arrangement or understanding either purportedly (a) as an independent contractor, or (b) as an employee of an agency, leasing organization or any other such company that is not a Controlled Group Member and is providing services to a Participating Company, or
- Treated by an agency, leasing organization or any other such company that is not a Controlled Group Member as an employee of such agency, leasing organization or other such company while rendering services to a Participating Company, even if such individual is later determined (by judicial action or otherwise) to have been a common law employee of a Participating Company rather than an independent contractor or an employee of such agency, leasing organization or other such company.

ERISA. The Employee Retirement Income Security Act of 1974, as it may be amended from time to time, and the final regulations issued thereunder by the Secretaries of Labor and the Treasury.

Foreign Adoption. The Adoption of a Child outside the United States.

Guardianship. The legal responsibility for a minor residing in the household of an Employee, as appointed by a court of competent jurisdiction under applicable state law.

Global Manager. An Employee who has been so designated by his or her Participating Company for purposes of transferring him or her from country to country in order to allow maximum use of his or her business skills, cultural background, and language, who does not have exclusive United States citizenship, and who has not been assigned an employment position within the United States.

Initial Placement. The date upon which (a) a Child is initially placed in an Employee's home for the purpose of Adoption within the United States or (b) the Adoption process of a Child outside the United States begins.

Leased Employee. An individual who is not an Employee of a Participating Company and who provides services to a Participating Company where the:

- Services are pursuant to an agreement between the Participating Company and a leasing organization,
- Individual performs such services on a substantially full-time basis for a period of at least one year, and
- Services are performed under the primary direction or control of the Participating Company.

Except as otherwise explicitly provided herein, no Leased Employee shall be eligible to participate in the Program

Legally Recognized Partner (LRP). Any individual who:

- Is a Registered Domestic Partner (RDP), or

- Has entered into a same-gender relationship with an Employee pursuant to and in accordance with state or local law, such as marriage, civil union or other legally recognized arrangement that provides similar legal benefits, protections and responsibilities under state law to those afforded to a Spouse.

An individual who has a Spouse shall not be permitted to designate an LRP. No individual shall be permitted to designate more than one LRP during the same period nor shall any individual be permitted to designate different LRPs for different plans or programs during the same period.

Management Employee. Any Employee who is not a Bargained Employee.

Net Credited Service (NCS). A period of continuous employment with a Participating Company, as determined by the Company.

Nonresident Alien Employed Outside the United States. Any individual who receives no earned income (within the meaning of §911(d)(2) of the Internal Revenue Code) from any Controlled Group Member which constitutes income from sources within the United States (within the meaning of §861(a)(3) of the Internal Revenue Code), other than a Global Manager.

Participating Company. Any member of the AT&T Controlled Group as listed in *Appendix B*, which has elected to participate in the Program with the approval of AT&T Inc., such approval being granted in accordance with AT&T Inc.'s applicable governing procedures. A Participating Company that leaves that AT&T Controlled Group shall automatically cease to be a Participating Company.

Program. The AT&T Adoption Reimbursement Program (formerly known as the SBC Adoption Reimbursement Program).

Qualifying Adoption Expense. See "Covered Expenses Under the Program" section.

Registered Domestic Partner (RDP). Any individual with whom an Employee has entered into a domestic partnership that has been registered with a governmental body pursuant to state or local law authorizing such registration.

Regular Employee. An Employee of a Participating Company whose employment is expected to be indefinite, as determined by his or her Participating Company, or as otherwise defined in the Employee's collective bargaining agreement.

Regular Limited Term Employee. An Employee of a Participating Company engaged for a specific project or a series of projects, or other work assignments as determined by his or her Participating Company for a period of time of more than one year, but no more than two years, or as otherwise defined in the Employee's collective bargaining agreement.

Spouse. The person to whom an Employee is legally married, including marriage in common law.

Term Employee. An Employee of a Participating Company engaged for a specific project or for a period of time of more than one year, but no more than three years, with the definite understanding that such employment is to terminate upon completion of the project or at the end of the period of time, which ever occurs first, or as otherwise defined in the Employee's collective bargaining agreement.

Other Program Information

Program Administrator

The Program Administrator is authorized to carry out those activities necessary in order to provision benefits under this Program. The Program Administrator has the sole and absolute discretion to interpret the provisions of the Program, to make findings of fact, to determine the rights and status of Employees and others under the Program, to decide disputes under the Program, and to delegate all or a part of this discretion to third parties. To the extent permitted by law, such interpretations, findings, determinations and decisions shall be final and conclusive on all persons for all purposes of the Program.

Administration

The Program Administrator has contracted with third parties for certain functions, including, but not limited to the processing of benefits and claims related thereto. In carrying out these functions, these third party administrators have been delegated responsibility and discretion for interpreting the provisions of the Program, making findings of fact, determining the rights and status of Employees and others under the Program, and deciding disputes under the Program. The *Program Information* table on Page 15 indicates the functions performed by a third-party contractor as well as the name, address and telephone number of each contractor.

Amendment or Termination of the Program

AT&T Inc. intends to continue the Program described within this document, but reserves the right to end or amend the Program at any time and for any reason. This Program may be modified or terminated at any time by AT&T.

AT&T has and reserves the right to amend or terminate the Program or amend or eliminate benefits under the Program at any time, subject to any applicable collective bargaining obligation with respect to Bargained Employees. In addition, each Participating Company reserves the right to end its participation in the Program. In any such event, Employees of the Participating Company may not be eligible to receive benefits as described in this document, and may lose benefit coverage. However, no amendment or termination of the Program will diminish or eliminate any Claim for any benefit to which an eligible Employee may have become entitled prior to termination, unless the termination or amendment is necessary for the Program to comply with the law.

Although no Program amendment or termination will affect an Employee's right to any benefit to which he or she may have already become entitled, this does not mean that an Employee will acquire a lifetime right to any Program benefit, or to eligibility for coverage under the Program, or to the continuation of the Program merely by reason of the fact that the Program was in effect during the Employee's employment or at the time the Employee received a benefit under the Program or at any time thereafter.

Information to be Furnished

An Employee seeking reimbursement shall provide the Program Administrator, Claims Administrator and his or her Participating Company with such information and evidence, and shall sign such documents, as reasonably requested from time to time for the purpose of administration of the Program.

Controlling Law

The Program is not intended to be governed by or interpreted in accordance with ERISA. Further, the Program shall be construed, administered, and enforced according to the applicable laws of the State of Texas.

Overpayments

If any overpayment is made to an Employee by the Program for any reason, the Program may recover the overpayment by deducting it from future wages, or by any other means available, including the pursuit of a civil action against the Employee in appropriate cases.

Unclaimed Benefits

If any payment under the Program is unclaimed such amounts shall be retained by the Program and shall not revert to any state or any party, but may, in the judgment of the Program Administrator, be used to offset future contributions to the Program.

Adoption Information

As a condition precedent to the payment of benefits hereunder, an Employee shall authorize the Company or any Participating Company, Agency, attorney, or any other custodian of documentation pertaining to a request for reimbursement under the Program to furnish the Claim Administrator with any and all information and records relating to his or her Adoption of a Child. Such authorization shall be treated as a waiver of all provisions of law forbidding such disclosure.

Program Information

PROGRAM INFORMATION	
Program Name	AT&T Adoption Reimbursement Program (formerly known as the SBC Adoption Reimbursement Program)
Employer and Program Administrator	AT&T Inc. P.O. Box 29690 San Antonio, TX 78229 (210) 351-3333
Type of Administration	Program Administration is retained by AT&T. However, AT&T has contracted with the AT&T Health Benefits Enrollment Center for certain functions associated with this Program, including but not limited to the processing of benefits and claims related thereto. Refer to "Contact Information" section on Page 16 for further information.
Agent for Service of Legal Process	AT&T Inc. P. O. Box 29690 San Antonio, TX 78229.
Type of Program	The AT&T Adoption Reimbursement Program is not governed by ERISA and therefore is not subject to the regulations of ERISA.

Contact Information

Review the following table for contact information for the Claims Administrator.

AT&T ADOPTION REIMBURSEMENT PROGRAM CLAIMS ADMINISTRATOR	
To Initiate a Claim for Benefits under the Program	<p>Call the AT&T Health Benefits Enrollment Center at 1-877-722-0020 (domestic) or +1-847-883-0866 (international).</p> <p>AT&T Health Benefits Enrollment Center service associates are available Monday through Friday from 7 a.m. to 7 p.m. Central time, except some holidays. The IVR is available 24 hours a day (except Sunday from 1 a.m. to noon Central time and periodically during the week for one hour between midnight and 5 a.m. for maintenance and updates.)</p> <p>To access the IVR or to speak to a service associate, the Employee will need his or her AT&T Health Benefits Enrollment Center user ID and password.</p> <p>Written claims for benefits under the Program may be sent to:</p> <p style="padding-left: 40px;">AT&T Health Benefits Enrollment Center 100 Half Day Road P.O. Box 1474 Lincolnshire, IL 60069-1474</p>

Appendix A: Participating Employee Groups

PARTICIPATING EMPLOYEE GROUPS
All Management Employees
Ameritech Publishing, Inc.- CWA District 4
AT&T Messaging, LLC (formerly Southwestern Bell Messaging Services, Inc.) - CWA District 6
<p>CWA District 1 Core Contract</p> <ul style="list-style-type: none"> ▪ AT&T Operations, Inc. (formerly SBC Operations, Inc.) ▪ AT&T Services, Inc. (formerly SBC Services, Inc.) ▪ SBC Advanced Solutions, Inc. ▪ Southern New England Telephone Company ▪ SNET America, Inc ▪ SNET Diversified Group, Inc. ▪ The Woodbury Telephone Company
<p>CWA District 4 Core Contract</p> <ul style="list-style-type: none"> ▪ Ameritech Advanced Data Services of Indiana, Inc. ▪ Ameritech Advanced Data Services of Michigan, Inc. ▪ Ameritech Advanced Data Services of Ohio, Inc. ▪ Ameritech Advanced Data Services of Wisconsin, Inc. ▪ Ameritech Services, Inc. ▪ AT&T Services, Inc. (formerly SBC Services, Inc.) ▪ Illinois Bell Telephone Company ▪ Indiana Bell Telephone Company, Incorporated ▪ Michigan Bell Telephone Company ▪ The Ohio Bell Telephone Company ▪ Wisconsin Bell, Inc.
<p>CWA District 6 Core Contract</p> <ul style="list-style-type: none"> ▪ AT&T Operations, Inc. (formerly SBC Operations, Inc.) ▪ AT&T Services, Inc. (formerly SBC Services, Inc.) ▪ SBC Advanced Solutions, Inc. ▪ Southwestern Bell Telephone, L.P
<p>CWA District 9 Core Contract</p> <ul style="list-style-type: none"> ▪ AT&T Services, Inc. (formerly SBC Services, Inc.) ▪ Nevada Bell ▪ Pacific Bell ▪ Pacific Bell Information Services (Maintenance Notification Clerks) ▪ SBC Advanced Solutions, Inc. ▪ Southwestern Bell Video Services, Inc. (Pacific Bell Home Entertainment)
Digital Graphics ADvantage - IBEW Local 1269
<i>Table continued on next page.</i>

PARTICIPATING EMPLOYEE GROUPS

IBEW - Local 21 Core Contract

- Ameritech Advanced Data Services of Illinois, Inc.
- Ameritech Services, Inc.
- AT&T Services, Inc. (formerly SBC Services, Inc.)
- Illinois Bell Telephone Company
- Indiana Bell Telephone Company, Incorporated

Pacific Bell Directory

- North - IBEW Local 1269
- South - IBEW Local 2139

Pacific Bell Information Services - CWA District 9 (CCO)

Pacific Bell Telephone Company

- IBEW Local 1269
- Telecommunications International Union

SBC Advanced Solutions, Inc. - CWA District 1 (Telecom OutRegion)

SBC Global Services, Inc.

- CWA District 4 (CPE)
- CWA District 9 (CA/NV)
- CWA District 4 (Customer Operations Specialists)
- IBEW Local 21
- IBEW Local 58
- IBEW Local 134
- IBEW Local 494

SBC Internet Services, Inc. - CWA

- Pacific Bell Internet
- National Internet Group

SBC Long Distance, Inc.

- CWA District 9
- IBEW Local 21

SNET Information Services, Inc. - CWA District 1

Southwestern Bell Advertising Group, Inc. - CWA District 7

Southwestern Bell Video Services, Inc. - CWA District 6

Southwestern Bell Yellow Pages, Inc. - CWA District 6

Appendix B: Participating Companies

PARTICIPATING COMPANIES
Ameritech Advanced Data Services of Illinois, Inc.
Ameritech Advanced Data Services of Indiana, Inc.
Ameritech Advanced Data Services of Michigan, Inc.
Ameritech Advanced Data Services of Ohio, Inc.
Ameritech Advanced Data Services of Wisconsin, Inc.
Ameritech Publishing, Inc.
Ameritech Services, Inc.
AT&T Capital Services, Inc. (formerly Ameritech Credit Corporation)
AT&T Management Services, L.P. (formerly SBC Management Services, L.P.)
AT&T Messaging, LLC (formerly Southwestern Bell Messaging Services, Inc.)
AT&T Operations, Inc. (formerly SBC Operations, Inc.)
AT&T Services, Inc. (formerly SBC Services, Inc.)
Callisma, Inc.
Illinois Bell Telephone Company
Indiana Bell Telephone Company, Incorporated
Michigan Bell Telephone Company
Nevada Bell Telephone Company
The Ohio Bell Telephone Company
Pacific Bell Directory
Pacific Bell Information Services
Pacific Bell Telephone Company
PBD Holdings (Digital Graphics ADvantage)
SBC Advanced Solutions, Inc.
SBC Global Management Support, LLC
SBC Global Services, Inc.
SBC International - Management Services, Inc.
SBC International, Inc.
SBC Internet Services, Inc.
SBC Laboratories, Inc.
<i>Table continued on next page.</i>

PARTICIPATING COMPANIES
SBC Long Distance, Inc.
SNET America, Inc.
SNET Diversified Group, Inc.
SNET Information Services, Inc.
The Southern New England Telephone Company
Southwestern Bell Advertising, L.P.
Southwestern Bell Advertising Group, Inc.
Southwestern Bell Telephone, L.P.
Southwestern Bell Video Services, Inc.
Southwestern Bell Yellow Pages, Inc.
Wisconsin Bell, Inc.
The Woodbury Telephone Company