

CWA

DISTRICT 3

As you may already know, a tentative agreement has been reached between CWA District 3 and AT&T Mobility for a new, four-year contract. This agreement contains many improvements to the previous contract that will greatly benefit our members.

The new agreement calls for improvements in the following areas:

Wages and Other Compensation

The combined 4-year wage increase will result in a compounded 10.1% base wage increase by the end of the contract. A bonus of \$1,000 will add to wage gains if the contract is ratified by March 23, 2018. For retail sales consultants and Cricket COS sales advocates, base wages will also be improved by converting a portion of commission or “at-risk” pay to base pay.

General Wage Increases.

The increases listed below will be applied to the top in the basic wage schedules on the date indicated. There will be no increase at the start rate, and all other steps will be exponentially increased:

- 2.25% retroactive to February 10, 2018
- 3.00% effective February 10, 2019
- 2.25% effective February 9, 2020
- 2.25% effective February 7, 2021

Ratification Bonus

\$1,000 will be paid if the contract is ratified by March 23, 2018. The bonus is available to all employees on the payroll as of the ratification date and the payout date.

Wage Protection

When the Company hires a new employee, who has no experience or training at a wage rate higher than current employees in the same title at the same location, those current employees will be raised to the same rate of pay as the new hires.

On Call Duty Pay

The daily rate for on-call pay will be increased from \$36 per day to \$38 per day. This is in addition to any compensation for the actual duty.

Employment Security

Job Guarantee/Employment Security Commitment for Retail and Call Center Workers

In the event of a layoff or surplus as a result of retail store or call center closure, or in the event the company eliminates or vacates a job title, the company will offer affected workers positions available at any Mobility work location covered by a CWA labor agreement within the continental U.S. The offer is available to specific job titles and the affected employees must meet expectations for current job and must be qualified for the job being offered. Affected employees have 1 working day to accept the job offer. Testing for the new job may be required, but the re-test waiting period is waived for employees acting under this ESC. The company will try to provide job offers as close as possible to the employee's current work location.

Call center call share commitment

AT&T has guaranteed the level of calls coming into call centers covered by the “Black” contract. The company agrees to bring the level of call flow to at least 10% by December 31, 2018. The company will provide quarterly reports to CWA so that the union can ensure compliance. If the call flow percentage should fall below the agreed upon levels, there will be no involuntary surpluses declared unless there is an extraordinary drop in total call volume or other adverse economic reasons for the decline.

Force Adjustment Article for All Employees

Previously in the event of surplus, it was up to the company whether employees would have the opportunity to resign and receive a severance payment. Under this agreement it will be mandatory for the company to offer this option. The offer is made based on seniority up to the number needed to alleviate the surplus.

If the surplus remains, the company will eliminate temporary workers and contractors. This step is unchanged from the current agreement. If the surplus still remains, the company is now required to give priority placement rights for lateral and downgrade job vacancies.

In addition, the maximum severance payments have been increased to \$18,000 from \$17,000.

Healthcare

The terms of the health care plan for the years 2017 - 2020 were bargained and ratified in 2016 as part of the National Benefit Bargained Plan (NBBP). It applied to all CWA Mobility contracts across the country. That agreement included an “unwinding” provision which returned bargaining over all benefit plans to each mobility contract.

This agreement covers the plan in 2021 and 2022 only - the last two years of the contract. Under this agreement, the plan design in 2021 remains unchanged from the previous year for both the Option 1 and Option 2 plans.

Contract Changes Relating to Retail Workers

Adjustments to “At-risk” Commissions for RSCs

A \$2,500 annual wage increase will be added to each step of the Retail Sales Consultants (RSCs) wage table effective 2018 and the “at-risk” commission minimums are reduced by \$2,500, from \$12,750 to \$10,250. The 2018 General Wage Increase will be applied after this adjustment to the wage tables.

Adjustment to Wage Table for COS Sales Advocate

A \$500 annual wage increase will be added to each step of the COS Sales Advocate wage table effective 2018 and the at-risk target amount will be decreased by an equal amount. The 2018 general wage increase will be applied after this adjustment to the wage tables.

Monitoring on the Sales Floor

Monitoring of employees to ensure high quality sales performance is allowed, but the number of evaluative observations that may be observed is limited to six per month. Management determines the method of evaluation and what is observed. Observations must be done on the sales floor – not by watching video in the back room.

Contract Changes Relating to Call Center Workers

Call Center Monitoring

The Letter of Agreement regarding monitoring limits the number of

evaluative observations that can be observed in a month to 8. Selection of calls to be observed will alternate between management and the employee, with management selecting the first call. Management determines the method of evaluation. Any additional calls observed cannot be used for discipline except in cases of misconduct.

Calls selected for evaluation shall be selected from those calls that occurred after the employee's most recent call evaluation.

Calls used for calibration purposes by management and additional customer calls selected for coaching purposes will not be used toward discipline except in cases of misconduct.

Rules for Employees Performing MI60 Duties

MI60 duties will be performed by bargaining unit employees only on a voluntary basis and subject to final selection by management. Such assignments will be rotated quarterly and aligned with shift bids. A shift differential will be paid. Duties will include assisting management with floor support, chat support and handling escalations. No other management duties are included – not coaching, observing, or any other documentation of performance.

Call Center “Mini Shift Bids”

In order to protect seniority and scheduling, when new hires are brought into a center; management will initiate a process to place them in open slots after existing employees have had an opportunity to bid on the open slots based on seniority order. Any slots available after the “mini-shift bid” will be filled with New Hires.

Contract Changes Relating to Technicians

Trial of Small Cell Aerial Work

In 2018, the company will conduct a trial of small cell work requiring aloft and/or bucket trucks. The trial will include training of the workers, determining the scope of the trial, meeting with CWA to discuss expectations before the trial and meeting quarterly with CWA as the trial progresses. The first meeting is set for 90-days after ratification or sooner.

Safety Equipment for Supply Chain Employees

Supply Chain employees are now eligible for safety glasses and safety footwear under similar terms to Wireless Technicians: one pair of clear lens prescription safety glasses for use indoors; or, if duties are performed outdoors, one pair of clear lens and one pair of dark lens or one pair of photocromatic lens glasses; one pair of safety footwear per calendar year.

Protecting Seniority in Workforce Imbalance Situations

Temporary moves will be done by seniority. If a temporary imbalance lasts for more than 6 months, the move will be made permanent with another canvas by seniority. Anyone reassigned will have the right to retreat to previous position if it opens up within a year of reassignment.

Other Contract Changes

Hours of Work Under Temporary Conditions

In the event the company determines emergency business conditions require a change in schedules of hours worked, management may adjust schedules on a temporary basis, but a new provision requires management to explain the business needs and the expected duration of the temporary condition so that workers can better prepare and plan for the temporary schedule change.

Flexible Excused Days with Pay Trial

There is an agreement to implement a Flexible Excused Day with Pay trial in three call centers. This is in response to your Bargaining Committee's demands to address the attendance/quality of work life problems in the call centers.

More details on the new contract will be available soon. There will be a contract explanation for Local Presidents on Thursday, February 22, 2018 in Atlanta where the Bargaining Committee will explain the contract in detail and answer questions.

CWA District 3

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