

# 2018 Regional Labor Agreement

Communications Workers of America  
District 3



and

AT&T Mobility Services LLC  
A T&T Customer Services, Inc.



Effective Date: February 10, 2018  
Expiration Date: February 11, 2022

# 2018 LABOR AGREEMENT TABLE OF CONTENTS

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
1	Agreement	1
2	Recognition and Establishment of the Unit	2
3	Classification of Employees	4
4	Agency Shop	5
5	Deduction of Union Dues	6
6	Management Rights	7
7	Grievance Procedure	8
8	Mediation	11
9	Arbitration	13
10	No Strike – No Lockout	16
11	Seniority	17
12	Hours of Work	18
13	Work Assignments	20
14	Force Adjustment	21
15	Non-Discrimination	23
16	Safety	24
17	Company-Union Relationship	26
18	Union Activities	29
19	Basis of Compensation	30
20	Travel	34
21	Absences	35
22	Vacations	38
23	Holidays	41
24	Excused Days With Pay	43
25	Exchange Time	44
26	Waiver of Further Bargaining	45
27	Duration of Agreement	46
	Appendix A – Wages	47

## Memorandum of Understanding/Agreement and Letters of Agreement

MOU	Memorandum of Understanding Personnel Records	53
MOA	Expedited Fast Track Trial Resolution Process	54
LOA 1	Strategic Alliance Committee	56
LOA 2	DMDR Chargebacks	58
LOA 3	Call Quality Observation	59
LOA 4	Monthly Sales Quotas	61
LOA 5	Subcontracting	63
LOA 6	Memphis Distribution Facility	64
LOA 7	Memphis Distribution Center Leadership Forum	65
LOA 8	Memphis Distribution Center Dress Code Policy	66
LOA 9	Commission “At-Risk”	67
LOA 10	Job Satisfaction Committee	68
LOA 11	Climbing Boots/Safety Footwear	69
LOA 12	Prescription Safety Glasses	70
LOA 13	Network Technicians	71
NTP	National Transfer Plan Letter of Agreement	72

ARTICLE 1  
AGREEMENT

THIS AGREEMENT is made and entered into effective the **10<sup>th</sup> day of February, 2018** by and between AT&T Mobility **Services LLC and AT&T Customer Services, Inc.** (hereinafter referred to as the "Company," the "Employer," or "Management") and COMMUNICATIONS WORKERS OF AMERICA, (hereinafter referred to as the Union).

ARTICLE 2  
RECOGNITION AND ESTABLISHMENT OF THE UNIT

Section 1. The Company recognizes the Union as the sole collective bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for those covered employees in CWA District 3. The term covered employee and/or employees as used in this Agreement shall mean, those employees within the job titles set forth in Appendix A, but excluding Outside Premise Sale Representatives and all employees exempt by the National Labor Relations Act.

Section 2.

- a. The Company shall have the right to create, define, expand, reduce, alter, combine, move, transfer, relocate or terminate any job, job content, job classification, job title, department, operation or service in the Bargaining Unit; to establish duties in connection with the creation of a job title/classification herewith as it shall deem appropriate; and to subcontract any work.
  - (1) The Company shall notify the Union in writing of any newly created classifications or titles, the duties established therefore, and the temporary wage rate.
  - (2) Upon such notification the Company shall be free to staff such positions.
- b. The Union shall have the right, within thirty (30) calendar days of the date the Union was notified by the Company of the new classification or title, to initiate negotiations concerning the temporary wage rate established by the Company. If negotiations are not so initiated within thirty (30) calendar days, the temporary wage rate will be made permanent. If negotiations are so initiated within thirty (30) calendar days, they shall commence within thirty (30) days after the Union's request to initiate negotiations. The parties agree that they shall negotiate for a period of no more than sixty (60) days from the date such negotiations commenced.
  - (1) If an agreement is reached by the parties within the said sixty (60) days as to the appropriate permanent wage rate, such agreement shall be applied retroactively to the day of the establishment of the new classification or title.
  - (2) If no agreement as to the appropriate permanent wage rate for such classifications or titles has been reached within the said sixty (60) days, the issue of the appropriate permanent wage rate shall be subject to a binding mediation process. A mediation conference shall be held as soon as possible but no later than thirty (30) days following conclusion of negotiations.

- (a) If agreement is reached in the mediation process, as to the appropriate permanent wage rate, such agreement shall be applied retroactively to the day of establishment of the new classification or title.
  - (b) If no agreement is reached in the mediation process, each party shall submit a final proposed permanent wage rate to the mediator at the conclusion of the mediation conference. The mediator shall determine which of the final submissions is appropriate, taking into account the facts, discussions and arguments presented by the parties during the conference. The permanent wage rate designated by the mediator shall be applied retroactively to the day of the establishment of the new classification or title.
- (3) The mediator used in the mediation process referred to in paragraph (2) above, shall be selected by mutual agreement from a list of five (5) mediators compiled by the American Arbitration Association. Such individuals on the list shall possess acknowledged expertise in the area of job evaluation.

### ARTICLE 3 CLASSIFICATION OF EMPLOYEES

Section 1. A full-time employee shall be deemed to be any employee regularly scheduled to work forty (40) hours per week. A regular employee is one whose employment is reasonably expected to continue for longer than fifteen (15) months.

Section 2. A part-time employee shall be deemed to be any employee regularly scheduled to work less than forty (40) hours per week.

Section 3. The Company shall have the right to reduce employee classifications from full-time to part-time or to increase employee classifications from part-time to full-time. Should the Company deem it appropriate to reclassify full-time employees to part-time employees, it will seek volunteers from the affected group and then force in reverse order of seniority.

Section 4. A temporary employee is one who is engaged for a specific project or a limited period, with the definite understanding that his/her employment is to terminate upon completion of the project or at the end of the period, and whose employment is expected to continue for more than three (3) consecutive weeks, but not more than fifteen (15) months. The termination of the employment of such temporary employees shall not be subject to the grievance or arbitration provisions of this Agreement.

Section 5. Agency workers and independent contractors shall not be deemed to be employees of the Company and, as such, shall not be covered by any of the terms or conditions of this Agreement.

## ARTICLE 4 AGENCY SHOP

Effective thirty (30) days following the effective date of this Agreement, each employee employed on or before such effective date and covered by the terms and conditions of this Agreement shall, as a condition of employment, either become a member of the Union, or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

Employees covered by this Agreement employed after the effective date thereof shall, on or after the thirtieth (30<sup>th</sup>) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

The foregoing shall be subject to any prohibitions or restrictions contained in the laws of the states covered by this agreement.

ARTICLE 5  
DEDUCTION OF UNION DUES

Section 1. The Company agrees to make collections of the standard Union dues and CWA COPE-PAC through payroll deduction from the employee's pay, upon receipt of a written authorization form signed by the employee and delivered by the Union to the Company. This authorization shall continue in effect until cancelled by written notice from either the Secretary-Treasurer of the Union or the employee as set forth in the Payroll Deduction Authorization for Union Dues card. The Company also agrees to electronically remit the amount so deducted to the designated representative of the Union on a monthly basis and to furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction. The union shall indemnify, save and hold harmless the Employer against any form of loss or liability arising out of any action taken or omitted to be taken by the Employer at the request of the Union under this section.

Section 2. The Company shall bear the full cost of dues deduction and CWA COPE-PAC as set forth in Section 1., except that the Union agrees to print the dues deduction authorization cards in a form approved by the Company and the Union.



ARTICLE 6  
MANAGEMENT RIGHTS

Subject to applicable law, all rights possessed by the Employer prior to the recognition of the Union, which rights are not governed by the terms of this Agreement, are reserved and retained by the Employer.

## ARTICLE 7 GRIEVANCE PROCEDURE

Section 1. All complaints or prospective grievances by the union shall normally be taken up informally with the first level of Management in an effort to resolve the matter. Nothing in this Article shall be construed to deprive any employee or group of employees from presenting individually to the Company any complaint, and to have such complaints adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, and provided further that a Union representative has been given opportunity to be present at such adjustment.

Section 2. A grievance is a complaint by the Union:

- a. Alleging violation of the provisions or application of the provisions of this Agreement.
- b. Alleging that an employee has been discharged, suspended, demoted or otherwise disciplined without just cause.
- c. Alleging that an employee has suffered improper loss or reduction of any contractually established benefits arising out of the job or of employment with the Company.

Any such grievance not addressed or resolved in Section 1. above, which is reduced to writing, setting forth, if applicable, specifically the substance of the grievance and the provision or provisions of the Agreement allegedly violated, delivered by a Union representative to the designated Company representative in accordance with Section 3. following, within forty-five (45) calendar days of the action complained of, shall be considered and handled as a formal grievance. However, the rights of Management, as set forth in this Agreement, and all other inherent rights of Management not expressly limited by a specific provision of this Agreement are vested exclusively in the Company and are not subject to the grievance or arbitration procedures of this Agreement.

Section 3. The formal grievance procedure shall normally consist of two (2) successive steps. Notice of grievance and appeals of decision shall be forwarded in accordance with the following:

### STEP 1

The designated Company representative shall contact the Union representative within seven (7) workdays of receipt of written notice of the grievance for the purpose of setting a mutually agreeable meeting date and location. The designated Company representative will provide a decision in writing within ten (10) workdays after completion of the meeting(s) unless mutually agreed otherwise by the parties.

## STEP 2

If the answer or decision of the Company is unsatisfactory to the Union, the grievance shall be appealed to the designated Company representative, in writing, within thirty (30) workdays after a decision has been rendered at the first step. The designated Company representative shall contact the Union representative within seven (7) workdays of receipt of the written appeal for the purpose of setting a mutually agreeable meeting date and location. The meeting may be done by phone. The designated Company representative will provide a decision in writing within fifteen (15) workdays, after completion of the meeting(s), unless mutually agreed otherwise by the parties.

Section 4. A decision at Step 2 of the formal grievance procedure, as set forth in Section 2., shall be construed as full completion of the formal grievance procedure.

Section 5. After a notice, as set forth in Section 2. above, has been received by the Company, the Company will not attempt to adjust the grievance with any employee or employees involved. Any proposed adjustment will be presented by the Company to the designated Union representative.

Section 6. The Company will keep the Union fully informed, in writing, on a current basis, of the designated Company representatives referenced in Sections 2. and 3. above.

Section 7. Formal grievance meetings shall be held at mutually agreeable times and locations. For the purpose of presenting a grievance, those employees of the Company including the aggrieved employee(s) and the employee representative(s) designated by the Union, who shall suffer no loss in pay for the time consumed in, and necessarily consumed in traveling to and from grievance meetings, shall not be more than two (2) at any level of the grievance procedure.

Section 8. Failure to submit or pursue a grievance under the conditions and within the time and manner stated above shall be construed to be a waiver by the employee and the Union of the formal grievance. Any complaint of this type shall be handled by the Company as an informal grievance on an informal basis. Informal grievances are not subject to arbitration.

Section 9. Any provision in this Article to the contrary notwithstanding, no forms of discipline, including suspension and discharge, of employees with less than **thirty (30)** days of service with the Company shall be subject to the grievance procedure, provided, however, that the Company may extend said period for an additional **thirty (30)** days upon written notice to the Union.

Section 10. Grievances which involve true intent and meaning of any provisions of this Agreement may be submitted to the designated Company Representative as an Executive Level Grievance and initiated for the Union only at the District level.

## ARTICLE 8 MEDIATION

Section 1. At the conclusion of the formal grievance procedure either party may elect to submit the matter to mediation, with the consent of the other party. Such submission shall not extend the time periods permitted to process the grievance to arbitration. The party desiring the matter be so submitted shall submit a written statement of appeal within two (2) weeks after receipt of the position statement rendered by the Company in the final step of the grievance procedure.

Section 2. As to the mediation provided by this Article:

- a. Each party shall have one principal spokesperson at the mediation conference.
- b. Any written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one (1) copy of the written grievance, to be used solely for the purposes of statistical analysis.
- c. Proceedings before the mediation shall be informal in nature. The presentation of evidence is not limited to that presented in the grievance proceedings, the rules of evidence will not apply, and no records of the mediation conference shall be made.
- d. The mediation will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.
- e. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory opinion, unless both parties direct that no opinion shall be provided, *provided however*, that said opinion, if issued, shall not be published or communicated to the public or to either parties' members or employees but shall be used internally by either party solely for the purpose of analysis and assessment. In no event shall such advisory opinion, if issued, be deemed binding on either party.
- f. If the mediator provides an opinion, he/she shall state the grounds on which it is based.
- g. The advisory opinion of the mediator, if accepted by both parties, shall not constitute a precedent, unless the parties otherwise agree.
- h. The mediator's fee and expenses will be divided equally between the parties.

Section 3. If no settlement is reached at mediation, the parties are free to arbitrate under the Arbitration Article.

Section 4. In the event that a grievance which has been mediated subsequently goes to arbitration no person serving as a mediator between these parties may serve as arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party for the first time in the mediation conference may be used against it at arbitration.

## ARTICLE 9 ARBITRATION

Section 1. If at any time a controversy should arise regarding the true intent and meaning of any provisions of this Agreement, including Memoranda of Agreement or other Letters of Understanding interpreting the Agreement in regard to the performance of an obligation hereunder, which the parties are unable to resolve by use of the grievance procedure, the matter may be arbitrated upon written request of either party to this Agreement.

Section 2. If the answer or decision of the Company's representative at the conclusion of Step 2 of the formal grievance procedure, as described in Article 7, is unsatisfactory to the Union, the Union shall, in writing, to the designated Company representative, within sixty (60) calendar days thereafter, request arbitration, if such is desired.

Section 3. **Discipline Cases:** A panel of at least 8 but no more than 10 qualified arbitrators per district will be selected by the parties. Arbitrators on this panel must be a member of the American Arbitration Association (hereinafter "AAA") and act in accordance with their rules. Each arbitrator will serve until the termination of this Agreement unless his/her services are terminated earlier by written notice from joint letter from the parties. The arbitrator will conclude his/her services by settling any grievance previously heard. A successor arbitrator will be selected by the parties from the AAA membership. Arbitrators will be assigned cases in rotating order designated by the parties.

**Contract Interpretation Cases:** Within sixty (60) calendar days after the notice of request for arbitration is made in accordance with Section 2 above, the Union shall make a request upon the Federal Mediation & Conciliation Service (FMCS) to submit a list of qualified arbitrators to the Company and Union from which the parties shall make a selection. The Company and Union agree the panel criteria for including arbitrators on the panel shall be membership in the AAA, the National Academy of Arbitrators (NAA), and geographic proximity. The Company and Union shall strike from the arbitration panel provided pursuant to Rule 10 of the AAA Labor Arbitration Rules, however, should the first FMCS list not result in the appointment of an arbitrator, the Union shall request a second list, and subsequent lists as necessary, from the FMCS from which the parties shall make a selection pursuant to Rule 10 of the AAA Labor Arbitration Rules as described above. Any costs incurred in the process of selecting an arbitrator will be borne equally by both parties.

The compensation and expenses of the arbitrator, and the general expenses of the arbitration will be borne by the Company and the Union in equal parts. Each party will bear the expense of its representatives and witnesses. Any expenses incurred because of any cancellation or postponement of a hearing will be borne by the party requesting such cancellation or postponement.

Section 4 Whenever the Union notifies, in writing, the Company of the election to arbitrate is involved in the Union's internal appeal's process and that the notice to arbitrate is therefore being given solely to preserve the Union's right to arbitrate in the event the appeal is upheld, the parties agree that:

- a. The Union shall notify the Company promptly in writing of the outcome of its internal appeal process, and at the same time the Union shall notify the Company of its intent to arbitrate.
- b. If the appeal is denied, the Union shall also notify the Company of the withdrawal of its previous notice of election to arbitrate the subject grievance.
- c. The Union shall promptly appeal the decision within its internal appeal process to the next scheduled convention, but in no event shall the extension be greater than 18 months. Matters exceeding 18 months will be deemed withdrawn.
- d. Back pay and benefits, if awarded, will be limited to one (1) year from the occurrence giving rise to the grievance where provisions of this section are used to extend time periods.

Section 5. The arbitrator shall be confined to the subjects submitted for decision, and may in no event, as a part of any such decision, impose upon either party any obligation to arbitrate on any subjects which have not been herein agreed upon as subjects for arbitration. The arbitrator shall interpret this Agreement in accordance with the reserved rights theory of labor agreements, whereby all rights not expressly limited by this Agreement are reserved to the Company. The arbitrator shall not have jurisdiction over the rights of Management not specifically restricted by this Agreement and shall not have the power to add to, subtract from, or vary the terms of this Agreement, or to substitute his/her discretion for that of Management, but shall be limited in power and jurisdiction to determine whether there has been a violation of this Agreement.

Section 6. Except where otherwise mutually agreed, failure to submit a matter to arbitration within the times above stated or failure to pursue subsequent steps within the time and in the manner above stated shall constitute a waiver by the employee and the Union of the right to arbitration.



Section 7. Upon the Union's providing the Company with a reasonable period of advance notice, the Company shall allow reasonable time off without pay for Grievant and/or Union witnesses to prepare for arbitration. For the purpose of presenting an arbitration, the Grievant and one Union representative need not clock out if the proceeding occurs during Grievant's and representative's regularly scheduled working hours, but other Union representatives who are employees of the Company and all other employees participating in the arbitration proceeding shall clock out for that purpose.

Section 8. Any provision in this Article to the contrary notwithstanding, no form of discipline, including suspension and discharge, of employees with less than twelve (12) months of service shall be subject to arbitration.

ARTICLE 10  
NO STRIKE - NO LOCKOUT

Section 1. During the life of this Agreement, the Union and the employees covered under this Agreement, shall not cause, call, or sanction strikes of any kind, including sympathy strikes and strikes in protest of alleged unfair labor practices, boycotts, work stoppages or slowdowns which interfere with the Company's production or business.

Section 2. In the event any violation of the previous Section occurs, which is unauthorized by the Union, the Company agrees that there shall be no financial liability on the part of the Union or any of its officers or agents, provided that in the event of such unauthorized action the Union promptly advises the members of the Bargaining Unit that such action is unauthorized and that the involved members should return to work or cease such action.

The Company and the Union will work together to bring any such unauthorized action to an end.

Section 3. The Company retains the right to discipline employees engaged in, participating in, or encouraging any action as described in Section 1. of this Article.

Section 4. The Company agrees that there will be no lockouts during the duration of this Agreement.

ARTICLE 11  
SENIORITY

Section 1. Seniority, as used in this Agreement, is defined as Net Credited Service as determined by the Administrative Committee.

Section 2. If more than one (1) employee has the same Seniority date, the last four digits of the Social Security Number will be used to establish the ranking. The employee with the lowest number will be considered the most senior.

ARTICLE 12  
HOURS OF WORK

Section 1. Full-time employees will normally be scheduled to work forty (40) hours per week which may be spread over any five (5) days within the calendar week; **however, if the Company determines emergency business needs require, other schedules may be used on a temporary basis. Management will provide the local Union Representative and the affected employees with an explanation of the business needs and the expected duration of the temporary condition.**

Section 2. The determination of hours, work schedules (which includes shifts and shift hours), overtime requirements and assignments thereto and the days to be worked shall be made by the Company, however:

- a. The Company, except as provided in b. and d. below, will assign work schedules on the basis of seniority as defined in Article 11.
- b. In the event there are business needs, as determined by the Company, requiring certain qualifications for particular work schedules, the Company shall offer such schedules on the basis of seniority to those employees the Company determines possess the required qualifications. **Management will provide the local Union Representative and the affected employees with an explanation of the underlying business needs requiring such scheduling and the expected duration. Management will also convey its plans to prepare less senior employees to qualify for such work schedules.**
- c. Work schedules for the next calendar week shall be officially posted or furnished by the Company to show the scheduled tours the employee is to work prior to 12 noon of each Friday (the Company will endeavor to post schedules for the next two weeks prior to 12 noon of each Friday). Such schedules shall include the starting and ending time of each of the tours making up the scheduled workweek. For tours longer than five (5) hours, such schedules will also include the length of the period to be allowed for meals.

If no change is so posted or furnished prior to the time specified above, the schedule in effect for the employee for the last calendar week assigned to work shall be considered as that employee's work schedule for the next calendar week.

- d. If, during the period for which schedules have been established, the Company determines unexpected absences or business needs necessitate a change in the posted work schedule, the Company may schedule or reassign schedules in any manner that it deems most expedient, but will first attempt to staff the changed schedule with volunteers **and then assign employees by inverse seniority.**

Whenever possible, the Company will notify employees forty-eight (48) hours in advance of the need for such schedule changes.

- e. A work schedule for an employee may be changed if the employee so requests and the Company approves such request.
- f. **When a New Hire Class is ready to be integrated into the Call Center (after all training is completed), the Company will initiate a mini-shift bid to integrate the New Hires into the existing schedule.**
  - (1) **Management will identify open slots that need to be filled.**
  - (2) **Prior to placing new hires into these open slots, management will make them available for any other employee in the center to bid on the open slots.**
  - (3) **Management will assign employees who have bid on open slots based on seniority order.**
  - (4) **New Hires will then be slotted into remaining available slots based on seniority until the next full shift bid.**
  - (5) **Any slots that become available as a result of the mini-shift bid will be filled with New Hires. All other employees will remain on their existing schedules until the next full shift bid.**

Section 3. Employees shall be permitted to take one (1) fifteen (15) minute break for every four (4) hours of work. Such breaks shall be scheduled at the discretion of the Company.

Section 4. Employees shall be entitled to work provided that the physical condition and conduct of the employee permit such employee to satisfactorily perform the work, and a sufficient period of time for adequate rest has elapsed since the employee last worked. It is not possible to specifically evaluate "a sufficient period of time for adequate rest," as this is dependent upon the nature of the work being performed, the conditions under which the work is performed, and the employee's physical condition. In general, under ordinary circumstances, sixteen (16) hours of work may be performed without an intervening period of rest. Normally eight (8) hours should be allowed for adequate rest between such a work period and the next work period.

Section 5. Employees who work in call centers and the Memphis Distribution Center will be able to select, in seniority order, from the available tours at least once every six (6) months.

## ARTICLE 13 WORK ASSIGNMENTS

Section 1. The Company shall determine whether to staff a position or fill a vacancy and the method or combination of methods it shall use for such purposes. In making this determination, the Company shall first give consideration to qualified internal candidates prior to off-street applicants. All vacancies within the Bargaining Unit shall be posted (manually or electronically) in such a fashion as to be accessible by employees. The posting shall include the title, pay range, and sufficient information regarding requirements and duties to adequately describe the vacancy. The vacancy shall remain posted for seven (7) calendar days.

Section 2. In connection with Section 1. above, employees who have met a twelve (12) month time-in-title and location requirement shall be afforded the opportunity to submit to the Company a form on which they may identify their interest in being considered for vacancies which occur in the Bargaining Unit.

Section 3. When a vacancy is to be filled from within the Bargaining Unit, Management will consider all qualified candidates who have forms on file relating to the vacancy in question. In selecting the employee to fill the position, the Company will first give due consideration to the candidates' qualifications and past performance and where those factors are relatively equal, in the judgment of the Company, it shall consider seniority.

Section 4. The Company agrees to provide the Union, in writing, the names and titles of all candidates selected under this Article, by the fifteenth (15<sup>th</sup>) calendar day after any such selection is made.

Section 5. Nothing in this Agreement shall be applied or interpreted to restrict the Company in the exercise of its right to hire, promote or transfer; and, to the extent the needs of the business require, to have Bargaining Unit work performed by its supervisory personnel, or its right to make sales assignments without limitations.

ARTICLE 14  
FORCE ADJUSTMENT

Section 1. In the event that the Company determines that a surplus exists and a decrease in the work force becomes necessary, the Company will first advise the Union in writing prior to notifying the affected employee(s). The affected employee(s) will be notified not less than thirty (30) calendar days prior to the date the employee(s) is to be laid off. In matters involving the surplus of fifty (50) or more employees at a single location, the Company will provide the employees sixty (60) days advance notice of the surplus.

**Section 2. Under the circumstances set forth in Section 1., the Company will offer regular employees the opportunity to voluntarily resign and receive a severance payment as provided for in Section 5. If applied, this will be offered in seniority order, up to the number necessary to alleviate the surplus.**

Section 3. Under the circumstances set forth in Section 1. **and after the application of Section 2.**, regular employees will be given preference, in accordance with their seniority, subject to their skills and experience, to perform the remaining work in the event of a reduction in force. Temporary employees will be laid off under these circumstances before applying this seniority policy to regular employees.

Section 4. If a surplus remains after application of Section 3. preceding, any remaining **active** surplus regular employees will be **given priority placement for laterals\*** and **downgrades\*** for which they are qualified, by order of seniority, to fill any available job vacancies within the Bargaining Unit. **For the purpose of this Section if there are no equal level or lower level vacancies for which the employee is qualified within thirty-five (35) miles of the surplus location, the surplus employee can decide to resign and receive a severance payment under Section 5 of this Article. In cases where the work is moved more than seventy-five (75) miles, the Company may offer a relocation incentive.**

- \* **Downgrades: Movement to a wage scale that has a lower top rate than the current position.**
- \* **Laterals: Movement to a wage scale with the same top rate as the current position.**

Section 5. Severance Payments. If the Company determines that a surplus exists as described in Section 1. preceding, resulting in the layoff of a regular employee, that employee shall be eligible for a **\$700 Severance Payment or payment** equivalent to one week's wages (**whichever is greater**) for each completed 6 months of **Continuous Service** during the first year of employment and an additional **\$700 or** payment equivalent to one week's wages (**whichever is greater**) for each subsequent completed year of Continuous Service, up to a maximum of **\$18,000**.

Section 6. For purposes of this Article, "Continuous Service" means the number of completed years served by the employee with the Company beginning with the date of the employee's most recent engagement (or reengagement) and ending with the effective date of the employee's termination. A period of Continuous Service is not broken by a leave of absence. For employees who were on the payroll or on an authorized leave of absence as of February 1, 2001, and who remain in the continuous active service of the Company, their Net Credited Service in whole years (as determined by the Administrative Committee) upon the effective date of their termination shall be considered their period of Continuous Service with regard to the application of the provisions of this Article.

Section 7. A former surplus employee who has been laid off and who files an application for employment will be **given priority consideration over** off-street applicants for vacancies for which he/she qualifies for a period of two (2) years from the date of layoff. **The Company will maintain a process that identifies laid off employees who have employment applications on file for the period required.**

Section 8. **In the event the Company determines a rearrangement of the Retail Sales workforce becomes necessary due to a workforce imbalance or store closing, the Company will advise the CWA Local(s) representing affected employees prior to notification of the employees. The Company will endeavor to notify the affected employees seven (7) days prior to the effective date of their reassignment.**

**Qualified employees of a Retail Sales Office who are reassigned in this manner will be given an opportunity to select another work location from available locations, as determined by management based on their seniority.**

**Time-in-title achieved in an employee's current work location, under these circumstances, will follow an employee to the new work location.**



ARTICLE 15  
NON-DISCRIMINATION

The Company and the Union agree that they will not discriminate against any employee covered by this Agreement because of race, color, creed, sex, national origin, age, marital status, sexual orientation, **gender identity and expression**, or because of **an employee's** position or membership/non membership in the Union or lawful activities on behalf of the Union, or because the person is disabled, a disabled veteran, or veteran of the Vietnam Era, or other protected classifications recognized by Federal or applicable state/local law.

Nothing in this Agreement shall be applied or interpreted to restrict the Company from taking such action as it deems necessary to fully comply with any federal, state or local laws, statutes, ordinances, rules, regulations and executive orders. The arbitration provisions of this Agreement shall not apply to any such actions or to any complaints, allegations, or charges of unlawful discrimination.

## ARTICLE 16 SAFETY

Section 1. Safety and health is a mutual concern of the Company and the Union. It benefits all parties to have employees work in safe and healthful environments and for employees to perform their work safely and in the interests of their own health. It is also necessary to promote a better understanding and acceptance of the principles of safety and health on the part of all employees, in order to provide for their own safety and health and that of their fellow employees, customers and the general public.

To achieve the above principles, the Company and the Union agree to establish for the duration of this Agreement an advisory committee known as the Safety and Health Committee. The committee shall consist of not more than four (4) representatives each from the Company and the Union (to be appointed by the Company and the Union, respectively). This committee shall meet from time to time as required, but at least annually and more often as mutually agreed upon by the parties.

This committee shall be charged with the responsibility to develop facts and recommendations so that both parties can make well-informed decisions regarding the occupational safety and health matters.

The committee shall focus on all matters pertaining to occupational safety and health, including ergonomic concerns in the workplace. It shall also consider existing practices and rules relating to safety and health and formulate suggested changes in design and adoption of new practices and rules.

In connection with the Safety and Health Committee meetings under this Article, the employee representative(s) designated by the Union shall suffer no loss in pay for time consumed in, and necessarily consumed in traveling to and from, these meetings.

Section 2. None of the terms of this Agreement shall be applied or interpreted to restrict the Company from taking whatever actions are deemed reasonably necessary to fully comply with laws, rules and regulations regarding safety, and grievance and arbitration provisions of this Agreement shall not apply to any such actions. Discipline for failure to observe safety rules shall be grievable and arbitrable under the terms of this Agreement. Other matters relating to safety may be raised under the informal complaints provisions of Article 7, Grievance Procedure, and cannot otherwise be raised under the grievance and arbitration provisions of this Agreement.

Section 3. When a state or local government declares a State of Emergency, the Company will consider the circumstances of the event that prompted that declaration prior to disciplining the impacted employees for tardies and absences caused by the event. **The Company will consider information provided by the employee regarding the State of Emergency for any impact to attendance related discipline.**

ARTICLE 17  
COMPANY-UNION RELATIONSHIP

Section 1. The Company and the Union recognize that it is in the best interests of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the Bargaining Unit. Each party shall bring to the attention of all employees in the Bargaining Unit their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to ensure adherence to this purpose.

The Company will notify the Union when new employees enter the Bargaining Unit. During the orientation of new hires, each party will bring to the attention of new employees the relationship between the parties and the Union's status as exclusive representative of those employees in the Bargaining Unit.

The Company may allow the Union to display CWA shield logos, as provided by the Union in mutually agreed to Company owned retail locations.

Section 2. The Union will keep the Company fully informed, in writing, on a current basis, of all local Union officers, Union stewards, or Union representatives who may be designated with the responsibility of representing the Union regarding the administration of this Agreement.

Section 3. At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded as such in the personnel file, suspension, demotion, or discharge) is to be announced, a Union representative may be present if the employee so requests. Time spent in such a meeting shall be considered work time.

Section 4. Union representatives may request a reasonable amount of time off without pay for Union activities. Such requests for time off must be submitted in writing to the Union representative's supervisor at least five (5) working days in advance, whenever possible. In determining whether to grant such requests, the Company shall give due consideration to service requirements as determined by the Company, the requests for time off from other employees, and its ability to replace the Union representatives' services.

Section 5. Time off for Union activities will be limited to 320 hours per calendar year per Union representative except that up to **two (2)** representatives per local may each be granted up to 960 hours per calendar year for Union activities. **When a member of the local also serves as the Local President, up to three (3) Union representatives per local may each be granted up to 960 hours per calendar year for Union activities.** However, those identified by the Union may be granted additional time upon approval at the Company bargaining level. The Union will designate these representatives in writing to the Company. The period of such time off shall not be deducted from the Union representative's seniority. The parties agree that the provisions of Section 2.c. of Article 21, Absences, shall not be used for Union functions.

Section 6. Subject to the limitations in Sections 4. and 5. of this Article and in this Section 6., when an officer or designated representative of the Union requires time off from assigned Company duties to attend solely to Union matters, either before or after exhausting the time allowed without pay provided in Section 5. above, he or she will be granted a leave of absence without pay either upon the initiative of the Company or upon the request of the Vice President of the Union to the Vice President of Labor Relations (or their designee) of the Company, provided that:

- a. No such leave of absence shall be for an initial period of less than thirty-one (31) calendar days or more than one (1) year, nor shall the total cumulative period of all such leaves of absence for any one (1) employee exceed four (4) years; and
- b. No more than five (5) Union officers or designated representatives may be granted such leaves of absence at any one time at the request of the Union.
- c. All Union leaves of absence will be granted with the following conditions:
  - (1) During the absence the employee shall retain eligibility, if any, according to term of service, for the Medical Plan, the Dental Plan, the Group Life Insurance Plan, and the Vision Plan, provided that:
    - (a) The employee shall pay the premiums for the Medical Plan, the Dental Plan, the Vision Plan, the Supplementary Group Life Insurance Plan, the Dependent Group Life Insurance Plan; and
    - (b) The Company shall pay the premium for the Group Life Insurance Plan, (Basic and Accidental Death or Dismemberment).

- (2) During the absence the employee shall retain eligibility, if any, according to term of service to:
  - (a) Payments for absence due to illness during the first seven (7) calendar days after expiration of the leave per Article 21, Section 6.
  - (b) Disability benefits beginning on the eighth (8<sup>th</sup>) calendar day after expiration of the leave.
  - (c) Death benefits and service or deferred vested pension.
- (3) The period of absence will not be deducted in computing term of employment, and the period of absence will not be credited for wage progression purposes.
- (4) The pension base shall not in any manner be affected by a Union leave of absence. Should an employee on such leave elect to retire at the termination thereof, the employee's pension base, if any, shall be computed as if the employee were continually employed during the period of leave.

Section 7. A Working Relations Committee will be created for the purpose of discussing broad concerns of mutual interest to the parties. Committee proceedings shall not be used in lieu of the grievance or arbitration procedures.

- a. The Committee shall consist of no more than four (4) representatives designated by the Company and no more than four (4) representatives designated by the Union. In connection with attendance at Working Relations Committee meetings, the employee representative(s) designated by the Union shall suffer no loss in pay for time consumed in, and necessarily consumed in traveling to and from, these meetings.
- b. The Committee may meet every six (6) months upon request of either party, or more frequently upon the mutual agreement of the parties, for the purpose of discussing whatever agenda either party may wish to present, including but not limited to subcontracting and supervisors' performance of Unit work.
- c. Discussions and decisions of the Committee shall not add to, subtract from or modify in any manner whatsoever the terms and conditions of this Agreement nor shall they constitute mid-term bargaining or be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 18  
UNION ACTIVITIES

The Union shall be permitted space to place bulletin boards on Company property. Such bulletin boards are to be used exclusively by the Union. The number of bulletin boards and their location shall be mutually agreed upon by the Union and the Company. Bulletin board material shall normally be restricted to the following:

- a. Notices of Union recreational and social affairs.
- b. Notices of Union elections, appointments, and results of Union elections.
- c. Notices of Union meetings.
- d. Other factual notices and announcements concerning official business of the Union.
- e. These shall not be considered as controversial or derogatory of the Company or its personnel.

Such material shall be posted and removed only by an official Union representative or a person designated by an official Union representative.

ARTICLE 19  
BASIS OF COMPENSATION

Section 1. Rates of Pay

- a. The rates of pay and progression wage scales for full time employees shall be that shown in Appendix A.
- b. Starting Rates: Each employee who enters the service of the Company shall begin employment at the Start Rate for the appropriate job title, except that appropriate allowance over such starting rate may be made by the Company for an employee who has had previous experience or training considered to be of value. **When employees who have no prior training or experience are hired at a start rate that is higher than incumbents in the same title and work location, the wage rate of incumbents in that title and work location will be raised to the same rate of pay as the new hire.**
- c. When a (voluntary) change of title occurs, the employee will be placed on the closest rate (not lower provided they are not over the top rate for the job they are moving to) of the new schedule that the employee was administered on the former schedule. The time interval to the next step increase on the new wage schedule will be six months. No credit shall be allowed towards the next step increase.

When a (voluntary) change of title occurs, and is considered a promotion, fifteen (\$15.00) dollars will be applied to the employee's current weekly pay rate. The employee will then be slotted into the closest step in the new schedule that is equal to, but not less than, that new amount. The time interval to the next step increase on the new wage schedule will be six (6) months from the date of the change in title. In the event an employee is over the top of the new wage scale, that employee will be placed at the top of the new schedule.

When an (involuntary) change occurs to a lower rated job, the employee will be pay protected for one year if they are over the top rate for the job. At the conclusion of the year, they will be placed on the top rate. If the employee is not above the top rate of the job, they will be put in progression, if applicable.

When an employee's title changes on the same date that a step increase is due, the step increase will be applied before the move to the new Wage Schedule.



- d. **For the purposes of slotting under Article 19, Section 1.c., the Retail Sales Consultant position (RSC) "at risk" as provided for in LOA 9 will be converted to a weekly amount (prorated for part-time employees) and applied to the RSC employee's current weekly rate of pay prior to slotting.**

**The "at risk" described above will also be used ("at risk" weekly amount applied to the top step of the RSC Scale) under Article 14, Section 4. for determining if the movement to/from the RSC title is a downgrade, lateral or promotion for all other titles in the bargaining unit.**

- e. Anytime an employee moves to another job and subsequently retreats (employee or company initiated) to the former job within six months; for wage purposes, the employee will be treated as though he or she never left the former job.

Section 2. Nothing in this Agreement shall affect or limit the right of the Company to develop and implement such incentive programs as it chooses; or to pay such individual bonuses or commissions in such amounts or percentages as it may desire, either in connection with specific incentive programs or otherwise. If and to the extent that any such incentive programs, individual bonuses, or commissions may be awarded, such award shall not constitute a binding precedent or practice with respect to any future incentive programs, individual bonuses, or commissions.

The Company agrees to provide affected employees with a written statement of their commission plans, including any changes which might be made thereto from time to time, in advance of the effective date of such plan or changes. Such statement shall reflect the method of computation of such commissions.

The Company agrees to notify the Union prior to notifying affected employees of changes made in incentive programs, bonuses, or commissions under the provisions of this Section. It is further the Company's intent to provide, whenever practicable, at least one (1) week's advance notice to the CWA.

Section 3. Employees (except those exempt under the FLSA) shall receive one and one-half (1½) times their regular rate of pay for all time worked in excess of eleven (11) consecutive hours within a workday or forty (40) hours within the workweek. For the sole purpose of computing the number of hours worked in excess of eleven (11) consecutive hours within a workday or forty (40) hours within a workweek, Holidays shall be considered time worked.

Section 4. Employees who are assigned on-call duty will be paid **thirty-eight (\$38)** dollars for each day of such assignment. This payment shall be in addition to any applicable compensation from such duty.

Section 5. Network employees who are called to work outside schedule work hours will be paid a Call Out payment, equal to one (1) hour of their basic wage rate, for any work performed, single incident or accumulated incidents, when the aggregate total of work is one (1) hour or less. Additional work performed beyond this one (1) hour period that occurs before the employee's next scheduled work hours will be paid as work time.

Section 6. Employees who are called by a supervisor or designate to report to work, or to perform work from home, shall be paid at the applicable rate of pay for actual time worked. If such call requires an employee to make a round trip between their place of residence and their place of work in addition to their normal commute to and from work, the employee shall be compensated at their applicable rate of pay for reasonable time required to make such additional round trip.

Section 7. Employees performing work on Sunday shall be paid a premium of ten (10) percent of their basic wage rate.

Section 8. A night differential shall be paid to employees for each scheduled hour, or fraction thereof, worked after 8 p.m. and before 6 a.m. in the amount of ten (10) percent of the employee's basic hourly rate.

Section 9. A relief differential consisting of ten (10) percent of the employee's basic hourly wage rate will be paid to any employee who is assigned to relieve or assist a manager, for each hour, or fraction thereof, the employee performs this work or receives associated training. These assignments may involve planning, distributing, directing, coordinating, training responsibilities, and performing managerial opening and /or closing (Key Holder) responsibilities. In no event shall such assigned employee have any involvement in discipline or performance evaluation of other employees and observations performed by such assigned employees will not be used by management for discipline purposes; and unless directed by management, they should not access records related to discipline or performance issues of any employee. An employee involved in such training and/or assignment shall continue to be subject to all applicable provisions of this Agreement.

Section 10. A qualified employee who is temporarily assigned and performs the duties of a job title with a higher top wage rate will be paid a temporary upgrade differential consisting of five (5) percent of the employee's basic hourly wage rate for each hour such duties are performed if such assignment exceeds two (2) weeks.

Section 11. A differential consisting of five (\$5.00) dollars per day, not to exceed twenty-five (\$25.00) dollars per week, shall be paid to Call Center employees for each full day worked when assigned by management to speak in a foreign language.

A differential consisting of three (\$3.00) dollars per day, not to exceed fifteen (\$15.00) dollars per week, shall be paid to part-time Call Center employees when assigned by management to speak in a foreign language for each tour worked that is at least four hours but less than eight hours.

Section 12. Employees, who are properly certified, shall be paid, in addition to their basic rates, a 10% differential for each hour **or fraction thereof**, worked while operating certain tow motor equipment identified by Management and when assigned by Management

## ARTICLE 20 TRAVEL

Section 1. Time spent in local travel at the direction of the Company after reporting for duty and before release from duty shall be treated as work time.

Section 2. Employees directed by the Company to use their personal car for travel between work locations during the workday or for other authorized Company business shall be paid either the IRS allowable rate per mile\* or, as determined by the Company, a monthly car allowance as set forth in the Car Allowance Policy for AT&T Mobility.

Section 3. Employees will be assigned a regular work location but may also be assigned to work at a temporary location.

- a. Any travel time on a scheduled day necessitated by the temporary assignment which occurs prior to reporting for duty and/or after release from duty and which exceeds the employee's normal one-way commute by more than thirty (30) minutes [by more than one (1) hour for round-trips] will be paid as work time.
- b. Any travel time on a nonscheduled day that occurs during an employee's normal scheduled hours shall be paid as work time.
- c. The Company will reimburse employees (not covered by the Car Allowance Policy) for use of their personal car the IRS allowable rate per mile\* for that portion of any trip that occurs while the employee is being paid for work time.

\* In no case will the rate of reimbursement exceed the IRS allowable reimbursement rate.

Section 4. An employee away from home on a Company assignment will receive reimbursement for all reasonable, necessary and ordinary business expenses incurred in the fulfillment of such assignment. All such expenses shall be supported by an original receipt.

## ARTICLE 21 ABSENCES

Section 1. All leaves of absence shall be without pay except as otherwise provided in this Article.

### Section 2.

- a. Employees may request personal leaves of absence. Each request must be in writing and must specify the reason the leave of absence is desired. Earned time off will not have to be exhausted prior to a personal leave of absence.
- b. Employees who are eligible under the provisions of the Family and Medical Leave Act of 1993 will be subject to the provisions of that Act and to subsequent changes in the Act as they may occur.
- c. Any employee may request up to thirty (30) days of absence based on other reasons not included in b. above.
- d. Employees with at least twelve (12) months Continuous Service with the Company may request leaves of absence longer than thirty (30) days for the following reasons: service in the Peace Corps or VISTA; appointment or campaign/election to public office. Employees who are absent under this provision for more than thirty (30) consecutive calendar days are not guaranteed reinstatement with the Company.
- e. To the extent authorized by law, employees who are granted leaves of absence of thirty (30) days or less shall suffer no break in service or loss of benefits. Upon return, such employees shall be reinstated to their former job title and rate of pay.
- f. In requesting any of the above leaves of absence, employees shall give due consideration to the Company's ability to replace their services during such a leave, and such leave shall be granted solely at the discretion of the Company. Should the Company grant such leave, permission shall be in writing setting forth the dates for such leave.

### Section 3. Military Leave.

- a. In the event employees covered by this Agreement are required to absent themselves for the purpose of performing military duty in the United States Armed Forces or the National Guard, and such duty requires absence during scheduled Company work hours, the employee shall be excused for such military duty for a period, in the aggregate, not exceeding fifteen (15) calendar days in the same calendar year. Difference in pay shall be allowed for the number of scheduled workdays falling within the periods of excused absence, but not to exceed eleven (11) such days within the calendar year.
- b. The difference in pay allowed in paragraph a. above shall mean the

excess, if any, of Company pay at the employee's basic hourly rate for such absent time (plus any night or other differentials normally applicable) over the hourly equivalent of the employee's government base pay obtained by dividing the monthly government base pay rate by two hundred forty (240).

- c. Employees called to military duty will immediately inform their supervisors and then will provide copies of their military orders as soon as possible.

Section 4. Civic Duty. An employee who serves during his/her regularly scheduled work time as a subpoenaed witness or otherwise is required (under penalty of fine or arrest) to appear before a judge or other legal tribunal in a case in which the employee is not a party, as a witness for the Company, or as a petit juror shall be paid the difference between the employee's basic wage rate and the amount received for such service. An employee required to appear before a judge or other legal tribunal in a case in which they are a party must use earned paid time off to attend. In the event the employee has no earned paid time off, the employee shall be excused from work without pay.

Section 5. Funerals/**Memorial Services**. An employee shall be paid up to three (3) days at his/her basic wage rate for the necessary scheduled time absent due to the funeral/**memorial service** of a member of the immediate family. The leave may not begin until the day of death and not extend more than (2) days beyond the day of the funeral/**memorial service**. For purposes of this Section, immediate family shall mean spouse, legally recognized partner, children, sister, brother, mother, father, former legal guardian, stepparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, granddaughter, stepson, stepdaughter, and parent of an employee's dependent child. Payment for such absent time shall consist of basic pay which would otherwise have been received had the regular shift been worked. Pay for part-time employees will be pro-rated based on the ratio of their equivalent workweek compared to that of a full-time employee.

In the event of the death of an employee's wife, husband, daughter, son, mother, father, or legally recognized partner an employee shall, upon the employee's request, be excused from scheduled time up to an additional five (5) days. Paid individual days may be substituted for these excused days at the employee's option. Employees may request one (1) additional day off, without pay, for any other member of the immediate family described above.

Section 6. Illness and Injury.

- a. Employees having one (1) or more years of Net Credited Service shall be paid at the basic wage rate for absence of at least one (1) session due to illness on scheduled workdays, for a period of time not to exceed seven (7) consecutive calendar days, in accordance with the following table:

Employees with Net Credited Service of	To be Paid After Waiting Periods of Consecutive Scheduled Working Days	Maximum Paid Days in a Calendar Year
1 year but less than 5	of 2 days	10 paid days
5 years but less than 8	of 1 day	10 paid days
8 years and over	No waiting period	10 paid days

- b. **The maximum amount of paid illness time for an employee covered by this Article hired after January 1, 2019 shall be five (5) days or forty (40) hours, prorated for part-time, in a calendar year. Nothing in this agreement shall be interpreted to provide for paid illness time in excess of this amount for such employees.**
- c. A day in the waiting period shall be considered as an absence of at least one (1) session from scheduled time.
- d. For purposes of this Article, tours are the assignments for full days and sessions are the two (2) parts into which tours are divided.

## ARTICLE 22 VACATIONS

Section 1. Employees shall earn vacation at their basic rate of pay based on Net Credited Service (NCS) in accordance with the following schedule:

- a. Where eligibility for paragraphs (1) and (2) below occurs after November 30 of the calendar year, the vacation may be scheduled as late as the last week in February of the next calendar year.
  - (1) One (1) week of vacation upon completion of six (6) months;
  - (2) Two (2) weeks of vacation upon completion of twelve (12) months. This provision cannot be combined with above, to result in more than two (2) weeks of vacation entitlement in the same calendar year.
- b. Eligibility for vacation leave benefits to be taken in any calendar year shall be based on the NCS the employee has obtained, or could obtain within that calendar year.
  - (1) Three (3) weeks of vacation to any such employee who could complete five (5) years or more but less than ten (10) years of NCS within the vacation year;
  - (2) Four (4) weeks of vacation to any such employee who could complete ten (10) years or more but less than twenty (20) years of NCS within the vacation year;
  - (3) Five (5) weeks of vacation to any such employee who could complete twenty (20) years or more of NCS within the vacation year.

Employees shall earn the vacation they are eligible for above proportionately during the calendar year, but this will not affect when vacation can be selected in accordance with Section 6 or taken within the vacation year.

Section 2. The year in which vacation leave may be taken shall be known as the "vacation year". A maximum of one (1) week of vacation may be carried over into the next vacation year (to be used in the first quarter), with the approval of Management, due to a business necessity. A vacation year is defined as a period of time beginning January 1st and ending on December 31<sup>st</sup>.

Section 3. If, before receiving the vacation to which he or she has earned, as provided for in Section 1. of this Article, an employee is dismissed (except for reason of misconduct), resigns, or retires, such employee will be entitled to an allowance in cash equal to and in lieu of such vacation based on the following table:



Month Employee Leaves Company	Calendar Year Eligible Vacation Hours (See Section 1 above for eligibility)				
	1 Week (40 Hours)	2 Weeks (80 Hours)	3 Weeks (120 Hours)	4 Weeks (160 Hours)	5 Weeks (200 Hours)
	Number of "Earned" Current Year Vacation Hours				
Jan.	3	7	10	13	17
Feb.	7	13	20	27	33
Mar.	10	20	30	40	50
Apr.	13	27	40	53	67
May	17	33	50	67	83
Jun.	20	40	60	80	100
Jul.	23	47	70	93	117
Aug.	27	53	80	107	133
Sep.	30	60	90	120	150
Oct.	33	67	100	133	167
Nov.	37	73	110	147	183
Dec.	40	80	120	160	200

If an employee dies or is laid off before receiving his/her unused vacation for the vacation year, as provided for in Section 1. of this Article, payment in lieu of vacation will be made for all unused vacation time to the employee or employee's estate in the event of death.

Section 4. If a fixed Holiday falls within a period of vacation, another day of vacation may be scheduled in the vacation year. Additional vacation days in lieu of the Christmas Holiday may be taken, in accordance with force requirements, either immediately prior to the vacation period or through the month of March of the next calendar year.

Section 5. Any employee may select up to one (1) week of vacation on a day-at-a-time basis during the vacation selection process described in Section 6. of this Article. Any employee, if eligible for three (3) or more weeks of vacation, may elect to take up to two (2) weeks vacation on a day-at-a-time basis during the vacation selection process described in Section 6. of this Article. Individual vacation days may be taken in half-day increments.

Section 6. Vacations shall be selected in a work group based on seniority. Periods available for selection shall take into consideration the needs of the Company, force requirements, and the desires of the employees. Reasonable effort should be made by management to make available the maximum number of vacation weeks during the most desirable vacation periods. Advance selection of vacation periods shall commence on or after November 1 and shall conclude no later than December 31 of the year preceding the year in which such vacation leave is to be taken.

- a. Employees must first express preference for full weeks of vacation in seniority order within the vacation group.
- b. A vacation week is defined as beginning with Sunday and ending with Saturday with no scheduled work time in between.

- c. In a subsequent interview by Management, also in seniority order within the vacation group, the employee may select day-at-a-time vacation days as provided in Section 5. above, his/her Floating and Designated Holidays as provided in Article 23, and Excused Days with Pay as provided in Article 24 of this Agreement. Individual days not selected at this time and days to be taken in half-day increments will be granted, consistent with force requirements, on the basis of the earliest request ("first-come, first-served") to the employee's immediate supervisor, or such other manager as may be designated.

Section 7. Employees who are normally scheduled to work more than nineteen (19) but less than forty (40) hours per week will receive pro-rated vacation pay based on their "average equivalent workweek". The "equivalent workweek" will be determined by dividing the employee's total hours worked per month by 4.35, rounding the result to the next higher whole number. The "average equivalent workweek" will be determined by the average over the past six (6) months.

ARTICLE 23  
HOLIDAYS

Section 1. Each full-time employee shall receive eight (8) hours of pay at the employee's basic straight-time rate of pay, unless otherwise provided for in this Agreement, provided that such employee, if excused from work on a Holiday, shall have worked all hours scheduled on the last scheduled workday before and on the first scheduled workday after the Holiday or the day celebrated as such, unless excused by Management (not applicable to the use of Floating Holiday(s) or Designated Holiday unless the Designated Holiday is scheduled by the Company). Employees who are normally scheduled to work more than nineteen (19) but less than forty (40) hours per week will receive pro-rated holiday pay based on their "average equivalent workweek". The "equivalent workweek" will be determined by dividing the employee's total hours worked per month by 4.35, rounding the result to the next higher whole number. The "average equivalent workweek" will be determined by the average over the past six (6) months. Employees who are absent without pay or thirty (30) or more calendar days shall not be eligible for holiday pay. The Holidays shall be:

New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	Two Floating Holidays *
	One Designated Holiday **

The Designated Holiday may be scheduled by the Company in accordance with the needs of the business. Such designation will be made prior to the advance vacation selection period outlined in Section 6. of Article 22, Vacations. Should the Company not schedule the Designated Holiday, employees may select the day on which to celebrate their Designated Holiday, as well as their Floating Holidays, in accordance with the provisions of Article 22, Vacations, Section 6.c.

\* For new employees, Floating Holiday eligibility is one (1) Floating Holiday after the first three (3) months of Net Credited Service and a second Floating Holiday after six (6) months of Net Credited Service.

\*\* Each new employee who completes six (6) months of Net Credited Service within the calendar year shall be eligible for one (1) Designated Holiday.

Section 2. When a Holiday falls on a Sunday, it will be observed on the following Monday. When a Holiday falls on a Saturday, it will be observed on the preceding Friday. Employees who are normally subject to Saturday and/or Sunday scheduling shall observe the actual Holiday.

Section 3. Employees who work on a Holiday shall be paid for such work at time and one-half for all work on such Holidays, together with the holiday pay provided for in Section 1. above.

Section 4. Eligible employees who have been scheduled to work on a Holiday and fail to do so shall not receive pay for the Holiday unless such absence is excused by management.

Section 5. No compensation shall be paid to an employee for unused Floating or Designated Holidays after separation from service.

ARTICLE 24  
EXCUSED DAYS WITH PAY

Section 1. Each regular employee will be eligible for one (1) Excused Day With Pay after each successive three (3) months of completed service with the Company, but not more than four (4) Excused Days With Pay in a calendar year.

Section 2. All days off as provided in this Article shall be selected in accordance with Section 6.c. of Article 22, Vacations. Employees may be permitted to take their Excused Days With Pay in one (1) hour increments. All pay for Excused Days With Pay shall be at the employee's basic rate of pay.

Section 3. Excused Days With Pay may be carried over and taken through the month of March of the next calendar year.

Section 4. No compensation shall be paid to an employee for unused Excused Days With Pay after separation from service.

Section 5. Employees who are normally scheduled to work more than nineteen (19) but less than forty (40) hours per week will receive pro-rated pay for Excused Days With Pay based on their "average equivalent workweek". The "equivalent workweek" will be determined by dividing the employee's total hours worked per month by 4.35, rounding the result to the next higher whole number. The "average equivalent workweek" will be determined by the average over the past six (6) months.

ARTICLE 25  
EXCHANGE TIME

Exchange Time allows an employee to request time off during a scheduled workday to be made up within the workweek (Sunday through Saturday). Granting of Exchange Time will be at the Company's discretion, **but will not be granted or denied arbitrarily** and shall be based upon such factors as the Company, in its judgment, believes relevant, including the needs of the business. If the Company approves an employee's request for such time off, it shall designate the time within the same workweek when the absence shall be made up.

ARTICLE 26  
WAIVER OF FURTHER BARGAINING

Section 1. The parties agree that this Agreement contains their full and complete understanding and that any prior practices, benefits, or oral agreements are superseded by the terms of this Agreement. The parties further agree that no practices, oral agreements or benefits will be recognized or regarded as binding unless committed to writing and signed by the parties as a supplement to this Agreement.

Section 2. Since this Agreement expresses the understanding of the parties in respect to all matters deemed by them to be applicable to the Bargaining Unit, for the term of this Agreement, the Company and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subjects or matters not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 3. Neither the Company nor the Union by this Agreement waive any right, legal or equitable, which it would otherwise have except as specifically defined and provided in this Agreement, which sets forth all understandings and agreements arrived at by the parties. Included within such rights, but not by way of limitation, is the Company's right to plan, direct and control its operations, to extend, limit or curtail operations, to determine the number, location and operation of its facilities, to study, determine, and regulate the methods, quantity, and quality of work, and the sources and kinds of merchandise, materials, parts, facilities and equipment used, handled or sold, to maintain order and efficiency, and to establish, modify and enforce rules and regulations, as well as the right to make and enter into decisions to do any of the foregoing and to determine and resolve the effects of such decisions by whatever means the Company deems appropriate.

ARTICLE 27  
DURATION OF AGREEMENT

This Agreement shall become effective as of **February 10, 2018** and shall remain in effect up to and including, **February 11, 2022** the "Expiration Date", and thereafter from year to year unless one party or the other gives notice of the desire to terminate this Agreement or modify its terms, in writing, at least sixty (60) days prior to the Expiration Date of this Agreement. If notice to modify is given, the parties shall meet and negotiate at mutually agreeable times and places. This Agreement shall continue in full force and effect during such negotiations, except that, after the above stated Expiration Date, or any yearly extension thereof, this Agreement may be terminated by either party if written notice of the intention to so terminate is given, whereupon the Agreement shall terminate immediately after the giving of such notice.

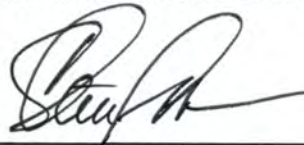
IN WITNESS WHEREOF, the parties have caused duplicate copies hereof to be executed by their duly authorized officers and representatives this **10th** day of **February, 2018**.

Communications Workers of America

AT&T Mobility **Services** LLC  
**AT&T Customer Services, Inc.**



\_\_\_\_\_  
Kelvin Banks  
CWA Staff Representative, District 3



\_\_\_\_\_  
Steve Frost  
Assistant Vice President, Labor Relations



APPENDIX A

Administrative Assistant

Step	Effective 2/10/18	Effective 2/10/19	Effective 2/9/20	Effective 2/7/21
1	426.00	426.00	426.00	426.00
2	449.50	451.00	451.50	452.50
3	474.50	477.00	479.00	480.50
4	501.00	504.50	507.50	510.50
5	529.00	534.00	538.00	542.00
6	558.00	565.00	570.50	576.00
7	589.00	598.00	604.50	611.50
8	622.00	633.00	641.00	649.50
9	656.50	669.50	679.50	690.00
10	693.00	708.50	720.50	733.00
11	731.50	750.00	764.00	778.50
12	772.00	793.50	810.00	826.50
13	815.00	839.50	858.50	878.00

Business Customer Service Specialist I

Step	Effective 2/10/18	Effective 2/10/19	Effective 2/9/20	Effective 2/7/21
1	420.50	420.50	420.50	420.50
2	441.00	442.00	443.00	443.50
3	462.50	465.00	466.50	468.00
4	485.00	488.50	491.50	494.00
5	508.50	513.50	517.50	521.50
6	533.50	540.00	545.00	550.00
7	559.50	567.50	574.00	580.50
8	586.50	597.00	604.50	612.50
9	615.00	627.50	636.50	646.00
10	645.00	659.50	670.50	682.00
11	676.50	693.50	706.50	719.50
12	709.50	729.00	744.00	759.00
13	744.00	766.50	783.50	801.00

Business Customer Service Specialist II

Step	Effective 2/10/18	Effective 2/10/19	Effective 2/9/20	Effective 2/7/21
1	466.00	466.00	466.00	466.00
2	491.50	492.50	493.50	494.50
3	518.50	521.00	523.00	524.50
4	546.50	550.50	553.50	557.00
5	576.50	582.00	586.50	591.00
6	608.00	615.50	621.00	627.00
7	641.00	650.50	658.00	665.50
8	676.00	688.00	697.00	706.00
9	713.00	727.00	738.00	749.00
10	752.00	769.00	782.00	795.00
11	793.00	813.00	828.00	843.50
12	836.50	859.50	877.00	895.50
13	882.00	908.50	929.00	950.00

Clerk

Step	Effective 2/10/18	Effective 2/10/19	Effective 2/9/20	Effective 2/7/21
1	378.50	378.50	378.50	378.50
2	399.50	400.50	401.00	401.50
3	421.00	423.50	425.00	426.50
4	444.50	447.50	450.00	452.50
5	469.00	473.50	477.00	480.50
6	494.50	500.50	505.00	510.00
7	521.50	529.50	535.50	541.50
8	550.50	560.00	567.00	574.50
9	580.50	592.00	601.00	610.00
10	612.50	626.00	636.50	647.50
11	646.00	662.00	674.50	687.00
12	681.50	700.00	714.50	729.00
13	719.00	740.50	757.00	774.00

APPENDIX A

Client Service Specialist

Step	Effective 2/10/18	Effective 2/10/19	Effective 2/9/20	Effective 2/7/21
1	513.00	513.00	513.00	513.00
2	532.50	533.50	534.50	535.50
3	552.50	555.50	557.50	559.50
4	573.50	577.50	581.00	584.00
5	595.00	601.00	605.50	610.00
6	617.50	625.50	631.00	637.00
7	641.00	650.50	658.00	665.00
8	665.50	677.00	685.50	694.50
9	690.50	704.00	714.50	725.50
10	716.50	732.50	745.00	757.50
11	743.50	762.00	776.50	791.00
12	772.00	793.00	809.50	826.00
13	801.00	825.00	843.50	862.50

COS Sales Advocate

Step	Effective 2/10/18	Effective 2/10/19	Effective 2/9/20	Effective 2/7/21
1	419.00	419.00	419.00	419.00
2	438.50	439.50	440.50	441.00
3	458.50	461.00	462.50	464.50
4	480.00	483.50	486.00	489.00
5	502.00	507.00	511.00	514.50
6	525.50	676.00	536.50	541.50
7	549.50	558.00	564.00	570.00
8	575.00	585.00	592.50	600.50
9	601.50	613.50	622.50	632.00
10	629.50	643.50	654.00	665.00
11	658.50	675.00	687.50	700.50
12	689.00	708.00	722.50	737.00
13	721.00	742.50	759.00	776.00

Coordinator I

Step	Effective 2/10/18	Effective 2/10/19	Effective 2/9/20	Effective 2/7/21
1	531.50	531.50	531.50	531.50
2	556.50	557.50	558.50	560.00
3	582.00	585.00	587.50	589.50
4	609.50	614.00	617.50	621.00
5	638.00	644.00	649.00	654.00
6	667.50	676.00	682.00	688.50
7	698.50	709.00	717.00	725.00
8	731.50	744.00	754.00	764.00
9	765.50	780.50	792.50	804.50
10	801.00	819.00	833.00	847.00
11	838.50	859.50	875.50	892.00
12	877.50	901.50	920.50	939.50
13	918.50	946.00	967.50	989.50

Coordinator II

Step	Effective 2/10/18	Effective 2/10/19	Effective 2/9/20	Effective 2/7/21
1	577.00	577.00	577.00	577.00
2	602.50	604.00	605.00	606.00
3	629.00	632.00	634.50	637.00
4	656.50	661.50	665.00	669.00
5	685.50	692.50	697.50	703.00
6	716.00	724.50	731.50	738.50
7	747.50	758.50	767.00	775.50
8	780.50	794.00	804.00	815.00
9	814.50	831.00	843.50	856.00
10	850.50	869.50	884.50	899.00
11	888.00	910.00	927.00	944.50
12	927.00	952.50	972.50	992.50
13	968.00	997.00	1019.50	1042.50

## APPENDIX A

### Customer Service Representative I

Step	Effective 2/10/18	Effective 2/10/19	Effective 2/9/20	Effective 2/7/21
1	420.50	420.50	420.50	420.50
2	441.00	442.00	443.00	443.50
3	462.50	465.00	466.50	468.00
4	485.00	488.50	491.50	494.00
5	508.50	513.50	517.50	521.50
6	533.50	540.00	545.00	550.00
7	559.50	567.50	574.00	580.50
8	586.50	597.00	604.50	612.50
9	615.00	627.50	636.50	646.00
10	645.00	659.50	670.50	682.00
11	676.50	693.50	706.50	719.50
12	709.50	729.00	744.00	759.00
13	744.00	766.50	783.50	801.00

### Customer Service Representative II

Step	Effective 2/10/18	Effective 2/10/19	Effective 2/9/20	Effective 2/7/21
1	434.00	434.00	434.00	434.00
2	459.50	461.00	461.50	462.50
3	487.00	489.00	491.00	493.00
4	515.50	519.50	522.00	525.00
5	546.00	551.50	555.50	559.50
6	578.00	585.50	591.00	596.50
7	612.50	621.50	628.50	635.50
8	648.50	660.00	668.50	677.00
9	687.00	700.50	711.00	721.50
10	727.50	743.50	756.00	769.00
11	770.50	789.50	804.50	819.50
12	816.00	838.50	855.50	873.00
13	864.00	890.00	910.00	930.50

### Customer Support Specialist

Step	Effective 2/10/18	Effective 2/10/19	Effective 2/9/20	Effective 2/7/21
1	534.00	534.00	534.00	534.00
2	553.00	554.50	555.50	556.50
3	573.00	575.50	578.00	580.00
4	593.50	597.50	601.00	604.50
5	614.50	620.50	625.00	630.00
6	636.50	644.50	650.50	656.50
7	659.00	669.00	676.50	684.00
8	682.50	694.50	703.50	713.00
9	707.00	721.00	732.00	743.00
10	732.00	748.50	761.50	774.50
11	758.50	777.50	792.00	807.00
12	785.50	807.00	824.00	841.00
13	813.50	838.00	857.00	876.50

### Distribution Center Coordinator

Step	Effective 2/10/18	Effective 2/10/19	Effective 2/9/20	Effective 2/7/21
1	522.00	522.00	522.00	522.00
2	550.50	552.00	553.00	554.00
3	580.50	583.50	585.50	588.00
4	612.50	617.00	620.50	624.00
5	646.00	652.50	657.00	662.00
6	681.00	689.50	696.00	702.50
7	718.50	729.00	737.50	745.50
8	758.00	771.00	781.00	791.50
9	799.50	815.00	827.50	839.50
10	843.00	862.00	876.50	891.00
11	889.00	911.00	928.00	945.50
12	937.50	963.50	983.00	1003.50
13	989.00	1018.50	1041.50	1065.00

APPENDIX A

Fraud Analyst

Step	Effective 2/10/18	Effective 2/10/19	Effective 2/9/20	Effective 2/7/21
1	508.50	508.50	508.50	508.50
2	542.50	544.00	545.00	546.00
3	579.00	581.50	584.00	586.00
4	617.50	622.00	625.50	629.00
5	658.50	665.00	670.00	675.00
6	703.00	711.50	718.00	724.50
7	750.00	761.00	769.50	778.00
8	800.00	813.50	824.50	835.00
9	853.50	870.50	883.00	896.50
10	910.50	930.50	946.50	962.00
11	971.50	995.50	1014.00	1033.00
12	1036.00	1064.50	1086.50	1108.50
13	1105.50	1138.50	1164.00	1190.00

Retail Sales Consultant

Step	Effective 2/10/18	Effective 2/10/19	Effective 2/9/20	Effective 2/7/21
1	457.50	457.50	457.50	457.50
2	477.50	478.50	479.50	480.50
3	498.00	500.50	502.50	504.50
4	520.00	524.00	526.50	529.50
5	542.50	548.00	552.00	556.00
6	566.00	573.00	578.50	584.00
7	591.00	599.50	606.50	613.00
8	616.50	627.50	635.50	643.50
9	643.50	656.50	666.00	676.00
10	671.50	686.50	698.00	709.50
11	700.50	718.00	731.50	745.00
12	731.00	751.50	766.50	782.50
13	763.00	786.00	803.50	821.50

Sales Support Representative

Step	Effective 2/10/18	Effective 2/10/19	Effective 2/9/20	Effective 2/7/21
1	407.50	407.50	407.50	407.50
2	424.50	425.50	426.50	427.50
3	442.50	445.00	446.50	448.00
4	461.50	464.50	467.50	470.00
5	480.50	485.50	489.00	493.00
6	501.00	507.00	512.00	516.50
7	522.00	530.00	536.00	542.00
8	544.00	553.50	561.00	568.00
9	567.00	578.50	587.00	596.00
10	591.00	604.00	614.50	625.00
11	616.00	631.50	643.00	655.00
12	642.00	659.50	673.00	687.00
13	669.00	689.00	704.50	720.50

Senior Retail Sales Consultant

Step	Effective 2/10/18	Effective 2/10/19	Effective 2/9/20	Effective 2/7/21
1	489.00	489.00	489.00	489.00
2	512.50	513.50	514.50	515.50
3	536.50	539.50	541.50	543.50
4	562.00	566.50	569.50	572.50
5	589.00	594.50	599.00	603.50
6	617.00	624.50	630.50	636.00
7	646.00	656.00	663.00	670.50
8	677.00	688.50	698.00	707.00
9	709.00	723.00	734.00	745.00
10	743.00	759.50	772.50	785.00
11	778.00	797.50	812.50	827.50
12	815.00	837.50	855.00	872.50
13	854.00	879.50	899.50	919.50

## APPENDIX A

### Small Biz Advisor

Step	Effective 2/10/18	Effective 2/10/19	Effective 2/9/20	Effective 2/7/21
1	530.00	530.00	530.00	530.00
2	550.50	552.00	553.00	554.00
3	572.00	575.00	577.00	579.50
4	594.50	599.00	602.00	605.50
5	617.50	624.00	628.50	633.00
6	642.00	649.50	656.00	662.00
7	667.00	676.50	684.50	692.00
8	693.00	705.00	714.00	723.50
9	720.00	734.00	745.00	756.50
10	748.00	764.50	777.50	790.50
11	777.00	796.50	811.50	826.50
12	807.50	829.50	846.50	864.00
13	839.00	864.00	883.50	903.50

### Technician I - MSC/RNOC

Step	Effective 2/10/18	Effective 2/10/19	Effective 2/9/20	Effective 2/7/21
1	663.50	663.50	663.50	663.50
2	707.00	709.00	710.00	711.50
3	753.50	757.50	760.00	763.00
4	803.00	809.00	813.50	818.00
5	856.00	864.50	871.00	877.50
6	912.00	923.50	932.00	941.00
7	972.00	986.50	997.50	1009.00
8	1036.00	1054.00	1068.00	1082.00
9	1104.00	1126.00	1143.00	1160.00
10	1177.00	1203.00	1223.50	1244.00
11	1254.00	1285.50	1309.50	1334.00
12	1336.50	1373.00	1401.50	1430.50
13	1424.50	1467.00	1500.00	1534.00

### Technician II - MSC/RNOC

Step	Effective 2/10/18	Effective 2/10/19	Effective 2/9/20	Effective 2/7/21
1	723.00	723.00	723.00	723.00
2	770.00	772.00	773.50	775.00
3	820.50	824.50	827.50	830.50
4	874.00	880.50	885.50	890.00
5	931.00	940.00	947.00	954.00
6	991.50	1004.00	1013.50	1022.50
7	1056.00	1072.00	1084.00	1096.00
8	1125.00	1144.50	1160.00	1175.00
9	1198.50	1222.50	1241.00	1259.50
10	1276.50	1305.50	1327.50	1350.00
11	1360.00	1394.00	1420.00	1446.50
12	1448.50	1488.50	1519.50	1550.50
13	1543.00	1589.50	1625.50	1662.00

### Telesales Representative

Step	Effective 2/10/18	Effective 2/10/19	Effective 2/9/20	Effective 2/7/21
1	445.50	445.50	445.50	445.50
2	466.50	468.00	468.50	469.50
3	488.50	491.00	493.00	495.00
4	512.00	515.50	518.50	521.50
5	536.00	541.50	545.50	549.50
6	561.50	568.50	574.00	579.00
7	588.00	597.00	603.50	610.50
8	616.00	627.00	635.00	643.50
9	645.00	658.00	668.00	678.00
10	676.00	691.00	702.50	714.50
11	708.00	725.50	739.00	753.00
12	741.50	762.00	777.50	793.50
13	776.50	800.00	818.00	836.50

## APPENDIX A

### Wireless Technician

Step	Effective 2/10/18	Effective 2/10/19	Effective 2/9/20	Effective 2/7/21
1	723.00	723.00	723.00	723.00
2	770.00	772.00	773.50	775.00
3	820.50	824.50	827.50	830.50
4	874.00	880.50	885.50	890.00
5	931.00	940.00	947.00	954.00
6	991.50	1004.00	1013.50	1022.50
7	1056.00	1072.00	1084.00	1096.00
8	1125.00	1144.50	1160.00	1175.00
9	1198.50	1222.50	1241.00	1259.50
10	1276.50	1305.50	1327.50	1350.00
11	1360.00	1394.00	1420.00	1446.50
12	1448.50	1488.50	1519.50	1550.50
13	1543.00	1589.50	1625.50	1662.00

### Work Force Administrator

Step	Effective 2/10/18	Effective 2/10/19	Effective 2/9/20	Effective 2/7/21
1	438.00	438.00	438.00	438.00
2	458.00	459.50	460.00	461.00
3	479.50	481.50	483.50	485.50
4	501.50	505.00	508.00	511.00
5	524.50	529.50	533.50	537.50
6	548.50	555.50	560.50	566.00
7	574.00	582.50	589.00	595.50
8	600.50	611.00	619.00	627.00
9	628.00	640.50	650.00	660.00
10	657.00	671.50	683.00	694.50
11	687.00	704.50	717.50	731.00
12	719.00	738.50	754.00	769.50
13	752.00	774.50	792.00	810.00

MEMORANDUM OF UNDERSTANDING  
PERSONNEL RECORDS

This Memorandum of Understanding by and between AT&T Mobility **Services LLC, AT&T Customer Services, Inc.** (The "Company") and the Communications Workers of America (The "Union") hereby reflects the additional understandings and agreements between the parties with respect to personnel records as follows:

1. Upon written request, an employee shall be permitted to examine records containing personally identifiable employee information about themselves pursuant to and in accordance with the Company's then current policies and procedures relating to that subject.
  
2. The Company shall provide an employee with any written notice of disciplinary action **within a reasonable period.**

MEMORANDUM OF AGREEMENT  
FOR  
EXPEDITED FAST TRACK TRIAL RESOLUTION PROCESS  
DISCIPLINE CASES ONLY

1. Time limit for total presentation: Each side limited to a total of one and one-half (1.5) hours for opening, closing, and witness examination (both cross and direct); arbitrator will keep track of time limits and offer appropriate equity as situations require. No matter shall generally exceed total time of three and one-half (3.5) hours from start to finish.

2. Witnesses: Both sides limited to a total of three witnesses each. Parties must exchange their witness list for each pending matter two (2) work days before the scheduled hearing.

3. Location: To participate, a Local must have at least two (2) pending arbitration demands that are eligible for the expedited process; arbitration hearing will be held in the vicinity of the Local such that all witnesses for each case can be present on a single day to participate in the hearings. Exceptions to these requirements may be made upon mutual agreement of the Parties. Considerations for exceptions may include among other things the number of cases pending at the arbitration level, any delays in getting cases set for hearing, the geographic proximity of pending cases, the ability to efficiently try such cases at a location reasonably accessible to both parties, as well as the overall effective functioning of this trial process.

4. Evidence: Same rules of evidence as those utilized in typical discipline cases; given the time limits, liberal introduction of evidence should be expected and objections discouraged.

- a. Each side shall submit to the Arbitrator and the opposing side a one page written summary not to exceed 500 words on each matter to be heard. Each submission shall be exchanged by email to the designated representative for each side two (2) business days prior to the scheduled hearing date.

5. Closing and Decision: In lieu of briefs, both sides will present short closing arguments consistent with the above-referenced time limitations whereupon the Arbitrator can recess the hearing for fifteen (15) minutes then announce his/her decision.

- a. The Parties will agree to a form to be used by the Arbitrator to announce his/her decision.
- b. All decision(s) rendered through this process shall be non-precedent setting and neither side may use a decision from this process in other grievance or arbitration matters.



c. The Arbitrator's Decision on each matter submitted to this process shall be final and binding.

6. Eligibility: Both sides must mutually agree to utilize the expedited process for a particular grievance; the grievance must be capable of resolution given the limitations set forth for the expedited process.

7. Arbitrator Selection/Fee: The Parties will mutually agree to the arbitrator who must be picked from the existing panel for the particular CWA District where the expedited proceeding will take place; both sides will equally share the cost of the arbitrator's fees and costs.

a. The Trial Expedited Process ordinarily contemplates two (2) matters to be heard for a single day/single fee arrangement.

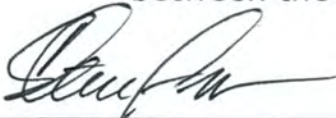
8. Scheduling/Number of Grievances Considered: All arbitrators participating in the process must agree to hear a minimum of two (2) grievances per day; the parties must mutually agree upon the grievances at the time of scheduling the expedited hearing.

9. Trial Resolution Process:

a. Either side may revoke this Trial Expedited Process at any time after two sessions have been completed.

b. This Trial Resolution Process may only be used for discipline related issues; contract grievances are excluded.

c. This Trial Process is not subject to the grievance and arbitration articles provided in the Regional Collective Bargaining Agreement between the Parties.



---

Steve Frost  
Assistant Vice President  
AT&T Labor Relations



---

Kelvin Banks  
Staff Representative  
CWA District 3



February 10, 2018

Mr. Kelvin Banks  
CWA Staff Representative  
Communications Workers of America  
3516 Covington Highway  
Decatur, GA 30032

Dear Mr. Banks:

The Company and the Union recognize that significant benefits have been and will continue to be derived from cooperative Union-Management relations. Through such cooperation, the parties have been able to explore innovative methods of operation which seek to modify traditional workplace relationships in ways designed to enhance the Company's effectiveness and competitiveness, increase Union and employee participation in local workplace decisions, and maximize employee satisfaction with their work.

Subject to the ratification of the **2018** Labor Agreement between AT&T Mobility **Services** LLC, **AT&T Customer Services, Inc.** and the Communication Workers of America, a renewed emphasis will be placed on Working Relations Committee Meetings. The intent of these meetings is to allow broad concerns of mutual interest to be discussed and resolved at a local level.

Furthermore, in the spirit of the Company-Union partnership and in an effort to further strengthen frequent and open communication, AT&T Mobility and District 3 of the Communications Workers of America (CWA) agree to continue the Strategic Alliance Committee for the life of the **2018** contract.

The Strategic Alliance Committee will have three primary objectives:

- To strengthen the Company's competitive position in the marketplace;
- Provide a forum for the Union to discuss various issues with leaders of the business; and,
- To discuss and trial creative and innovative labor relations approaches to complex challenges in this competitive market.

The structure of the Strategic Alliance Committee follows:

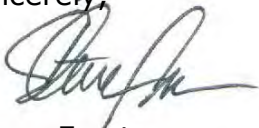
1. The Strategic Alliance Committee will be comprised of 4 representatives from the Union and 4 representatives from the Company plus a chairperson for each side. Company representatives may consist of regional leadership from functional areas such as Customer Service, Company-Owned Retail

Operations, Network, and Human Resources. Appointments of specific individual participants will be determined by the Company and the Union for themselves.

2. The Strategic Alliance Committee will meet at least annually but may be convened more frequently upon the mutual agreement of the parties.
3. As appropriate and when mutually agreed to, the Strategic Alliance Committee may establish ongoing joint committees, ad hoc committees, etc. for the purpose of addressing specific areas for review and recommendations as directed by the Strategic Alliance Committee.
4. Recommendations of committees jointly established in number 3 above, if any are mutually agreed upon, will be submitted to the Strategic Alliance Committee, Company and Union for consideration.

Nothing in this agreement shall release or change the duties and rights of either party as provided in their Collective Bargaining Agreement dated **February 10, 2018**.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Frost", written in a cursive style.

Steve Frost  
Assistant Vice President, Labor Relations  
AT&T



February 10, 2018

Mr. Kelvin Banks  
CWA Staff Representative  
Communications Workers of America  
3516 Covington Highway  
Decatur, GA 30032

Dear Mr. Banks:

Subject to ratification of the **2018** Labor Agreement between AT&T Mobility **Services** LLC and the Communications Workers of America, the Company agrees that it will not rely upon "Chargebacks" that occur more than 91 days from the date of the initial sale as a basis to issue quota-related discipline to employees who fail to attain quota at the Company's DMDR Center located in Birmingham, Alabama.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Frost".

Steve Frost  
Assistant Vice President, Labor Relations  
AT&T



February 10, 2018

Mr. Kelvin Banks  
CWA Staff Representative  
Communications Workers of America  
3516 Covington Highway  
Decatur, GA 30032

Dear Mr. Banks:

Subject to ratification of the **2018** Labor Agreement between AT&T Mobility **Services** LLC, **AT&T Customer Services, Inc.**, and the Communications Workers of America, the Company and the Union acknowledge that there is a responsibility to provide high quality service to customers and the need to be in a position to effectively compete in today's increasingly competitive wireless industry. Call Quality Observation **and Sales Floor Observation are** tools to evaluate the effectiveness of employees to reach and maintain quality service, and to continually develop employees' skills to provide high quality service, as well as to expand personal growth. The approach for monitoring will continue to be based on a premise that fosters a work environment that builds on mutual trust and respect to enhance job satisfaction.

In addition, to ensure courteous treatment, accurate information, and superior service, customer calls may be observed **and Sales Floor Observations may be performed** for many productive purposes such as, but not limited, to assisting in the training and development of employees, identification of customer needs, and product evaluation.

**The following language applies to employees in call centers:**

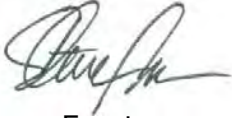
- **A maximum of eight (8) randomly selected customer calls per representative per month may be observed. Management shall select the first call to be observed and will alternate selection with the employee for all calls thereafter. Calls selected by the employee must have a minimum duration of three (3) minutes or more. Calls selected for evaluation shall be selected from those calls that occurred after the employee's most recent call evaluation. Management will determine the method of evaluation.**
- **Calls used for calibration purposes by management and additional customer calls selected for coaching purposes will not be used toward discipline except in the event of misconduct.**

The following language applies to employees in Retail locations:

- A maximum of six (6), full or partial, customer interactions may be observed per month. Management will determine the method of evaluation and what is observed.
- An interaction is defined as one made by a member of management on the retail floor.

The Company and Union recognize that discussions concerning performance **and coaching** are most effective when communicated in a reasonably close timeframe to the observation. To this end, the Company will generally review with the employee the Call Quality Observation **and Sales Floor Observation** results within the employee's next two (2) scheduled work days following the quality observation.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Frost", written in a cursive style.

Steve Frost  
Assistant Vice President, Labor Relations  
AT&T



February 10, 2018

Mr. Kelvin Banks  
CWA Staff Representative  
Communications Workers of America  
3516 Covington Highway  
Decatur, GA 30032

Dear Mr. Banks:

Subject to ratification of the **2018** Labor Agreement between AT&T Mobility **Services** LLC and the Communications Workers of America, monthly sales quotas for Retail Sales Consultants will be adjusted in eight hour increments (8 aggregate hours in a calendar month) for Vacation, EWP, Company mandated training, and Union absence time. Monthly sales quotas for discipline purposes will be adjusted in 8 hour increments (8 aggregate hours in a calendar month) for Vacation, EWP, Company mandated training, and Union absence time.

Accelerator payments will be based on the targeted number at 100% for the month using the following examples:

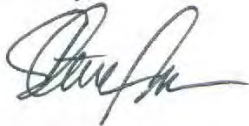
- *If the monthly net quota is 40 units and the month has four weeks in it, each 8-hr day is equal to 2 units. If an employee takes a total of 8 hours off for vacation or mandated training they will be given credit for 2 sales in the system. If their net sales (after chargebacks are applied) for the remaining days of the month are 38, they would be at 100% of their assigned goal ( $38 + 2 = 40$ .  $40/40 = 100\%$ ).*
- *In the same example above, if the employee's net sales were 40 units then they would be at 105% to goal ( $40 + 2 = 42$ .  $42/40 = 105\%$ ).*
- *In the same example above, if the employee had 46 net sales in the remaining days of the month, they would be at 120% to assigned goal ( $46 + 2 = 48$ .  $48/40 = 120\%$ ).*

Employees who are normally scheduled to work more than nineteen (19) but less than forty (40) hours per week will receive pro-rated component goals/at-risk based on their Actual Hours worked plus qualifying hours absent for the calendar month (applies across all commissionable components). If the qualifying hours absent are equal to 25% or greater of their monthly hours scheduled the PT RSC also qualifies for Quota Relief Unit Credit and Quota Relief payments towards their Wireless Opportunity Unit component and Gross Add Qualifier.

Retail Sales Consultants will be allowed to match AT&T Mobility consumer internet prices for identical equipment, accessories, and services when requested by the customer and approved by management. Management will reasonably consider the requests when they are made by the representative.

Charge backs that are more than 91 days old will not count against quota attainment for discipline purposes.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Frost", written in a cursive style.

Steve Frost  
Assistant Vice President, Labor Relations  
AT&T





February 10, 2018

Mr. Kelvin Banks  
CWA Staff Representative  
Communications Workers of America  
3516 Covington Highway  
Decatur, GA 30032

Dear Mr. Banks:

Subject to ratification of the **2018** Labor Agreement between AT&T Mobility **Services** LLC, **AT&T Customer Services, Inc.**, and the Communications Workers of America, it is the Company's intent in administering the provisions of Article 2, Recognition and Establishment of the Unit, Section 2, related to the subcontracting of work, to consider the interest of customers and employees as well as the needs of the Company in its highly competitive and dynamic business. For various reasons including, but not limited to, law, regulations, changing industry structure, economic and competitive conditions, and business considerations, it is not possible for the Company to make specific commitments on contracting out of work. However, it is the Company's general policy that traditional wireless work will not be contracted out if it will currently and directly cause layoffs or part-timing of regular employees in the bargaining unit. It is the general policy of the Company:

- To have employees within the bargaining unit perform bargaining unit work;
- To provide notice to the Union when contracting, except as noted above, is anticipated to last more than ninety(90) days, and to discuss the reasons for such contracting;
- To consider the use of Union-represented contractors to perform work normally performed by the bargaining unit with the understanding that the selection of any contractor is determined solely by the Company; and
- To generally use contractors for reasons associated with force or technological requirements or to operate specialized equipment and/or systems.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Frost".

Steve Frost  
Assistant Vice President, Labor Relations  
AT&T



February 10, 2018

Mr. Kelvin Banks  
CWA Staff Representative  
Communications Workers of America  
3516 Covington Highway  
Decatur, GA 30032

Dear Mr. Banks:

As you know, the Company has many pieces of powered equipment in the Memphis, TN Distribution Center. "Tow motor" equipment is currently identified by management to include pacers, swing lifts, order pickers and sit down propane forklifts. Tow motor equipment does not include items such as, but not limited to, pallet jacks, box erectors, tape machines, and label applicators. As warehouse technology improves, management may determine it is necessary to review and change the definition. It is not possible to predict the impact that the evolution of technology may create in this environment.

Subject to the ratification of the **2018** Labor Agreement between AT&T Mobility **Services** LLC and the Communications Workers of America and based on business needs, the Company will endeavor to identify AT&T Mobility employees, on each shift, who have an interest in being properly certified to operate tow motor equipment in the Company's Memphis, TN Distribution Center. In order to be eligible for certification, the employee must **have no active disciplinary action**.

Furthermore, AT&T Mobility employees in the Memphis Distribution Center will be provided with the opportunity to choose tours prior to the assignment of agency workers. Management will provide the anticipated work schedules and allow unit employees to bid on those shifts in seniority order in accordance with the Labor Agreement. The Company may identify and staff certain work groups with Company employees. These may include, but are not limited to, Quality Assurance, Inventory Control and Receiving. The availability of schedules and work cannot be fully anticipated or guaranteed for these or any other work group in the Warehouse. Except for the allowance of shift bids as provided, this in no way limits the Company's rights regarding agency workers.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Frost".

Steve Frost  
Assistant Vice President, Labor Relations  
AT&T



February 10, 2018

Mr. Kelvin Banks  
CWA Staff Representative  
Communications Workers of America  
3516 Covington Highway  
Decatur, GA 30032

Dear Mr. Banks:

It is in the Company and Union's mutual interests to be aware of and respond to issues involving the day-to-day operations of the Memphis Distribution Center that can lead to poor management and employee relations. To this end, the Company and Union will establish a Leadership Forum to exchange information and discuss issues of interest to the Union employees and the Distribution Center management. The Leadership Forum will consist of two local Union officials from Local 3806 of the Union's choosing and two representatives of the Company's choosing. The Leadership Forum will meet as needed but no less than once every quarter. The Leadership Forum is intended to open a dialogue between the Union and management to foster a better trust and working relationship between them. The Leadership Forum will not modify the terms, conditions and interpretations of the contract but will have the ability to discuss all other matters of mutual interest. Although the operations of the Distribution Center are the responsibility of the Company, management commits to give due consideration to input and opinions received in Leadership Forum meetings.

This general policy does not supersede any provisions of the **2018** Regional Labor Agreement and expires on **February 11, 2022**.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Frost".

Steve Frost  
Assistant Vice President, Labor Relations  
AT&T



February 10, 2018

Mr. Kelvin Banks  
CWA Staff Representative  
Communications Workers of America  
3516 Covington Highway  
Decatur, GA 30032

Dear Mr. Banks:

Within 90 days of ratification of the **2018** Labor Agreement, a joint local committee consisting of two Union representatives, selected by the Union, and two Company representatives, selected by the Company, will be established to discuss the Memphis Distribution Center (MDC) Dress Code Policy. A member of the MDC security team designated by the Company will act as a consultant to the committee. Within 30 days of the formation of the committee the committee will present to the MDC Working Relations Committee for consideration any agreed to suggestions for the changes to the current Dress Code Policy.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Frost".

Steve Frost  
Assistant Vice President, Labor Relations  
AT&T



February 10, 2018

Mr. Kelvin Banks  
CWA Staff Representative  
Communications Workers of America  
3516 Covington Highway  
Decatur, GA 30032

Dear Mr. Banks:

Subject to the ratification of the **2018** Labor Agreement between AT&T Mobility **Services** LLC and the Communications Workers of America, the Company agrees during the period of this Letter of Agreement:

- Under the current compensation design, upon 100% achievement of performance targets, full time Retail Sales Consultants (RSCs) will be targeted to earn a minimum pre-chargeback "at-risk" commission of **\$10,250** per year.
- All components of the Compensation Plan are determined and remain at the sole discretion of the Company including, but not limited to, compensation components (e.g. what activities and measures are subject to compensation, volumes required, establishment of performance targets and target minimums), and qualifiers (e.g. minimum standards that must be met in order to be eligible for commissions, division of dollars associated with each compensated element, seasonality impact on target setting, and new hire expectations).
- The Company reserves in its sole discretion the right to trial, test, and introduce new compensation practices, elements, components, programs and plans subject to the minimum pre-chargeback "at-risk" commission set forth above. RSCs on new hire guarantee are exempt.

This letter does not replace, relieve or diminish any right to impose or set quota requirement(s) as the Company deems appropriate. It also does not replace, relieve or diminish the Company's existing right to determine in its sole discretion the products and services offered and sold by Mobility employees.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Frost".

Steve Frost  
Assistant Vice President, Labor Relations  
AT&T



February 10, 2018

Mr. Kelvin Banks  
CWA Staff Representative  
Communications Workers of America  
3516 Covington Highway  
Decatur, GA 30032

Dear Mr. Banks:

It is agreed that no later than ninety (90) days after ratification of this Agreement, the parties will create a joint committee to discuss enhancing all aspects of job satisfaction. The committee may be comprised of up to five (5) representatives from the Union and up to five (5) representatives from the Company.

Each party will appoint one member of their team to act as co-chair. The co-chairs will mutually agree to the meeting time, location and date. Employee representatives for the Union shall suffer no loss of pay for time consumed in and necessarily consumed in traveling to and from these meetings. The co-chairs can mutually agree to additional meetings or to appoint subcommittees as necessary.

Recommendations will be provided to the appropriate contact for the Company and the Union for their review and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Frost".

Steve Frost  
Assistant Vice President, Labor Relations  
AT&T



February 10, 2018

Mr. Kelvin Banks  
CWA Staff Representative  
Communications Workers of America  
3516 Covington Highway  
Decatur, GA 30032

Dear Mr. Banks:

The Company will provide the Wireless Technicians who are required by the Company's Environmental Health & Safety policies to wear climbing boots because of the work duties they perform **and Supply Chain employees who are required by the Company's EH&S policies to wear safety footwear because of the work duties they perform** not more than one (1) pair of climbing boots **or safety footwear** per calendar year from a pre-established list as determined by the Company. The Company will determine the process under which the climbing boots **or safety footwear** will be provided.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Frost".

Steve Frost  
Assistant Vice President, Labor Relations  
AT&T



February 10, 2018

Mr. Kelvin Banks  
CWA Staff Representative  
Communications Workers of America  
3516 Covington Highway  
Decatur, GA 30032

Dear Mr. Banks:

The Company will provide prescription safety glasses to the Wireless Technicians and Technician I & II MSC/RNOCs (collectively "Technicians") **and Supply Chain employees** who are required by the Company's Environmental Health & Safety policies to wear safety glasses because of the work duties they perform and whose eyesight requires that they use prescription eyewear as follows:

- Technicians **and Supply Chain employees** whose duties only require them to wear safety glasses indoors will be provided one (1) pair of clear lens prescription safety glasses; or
- Technicians **and Supply Chain employees** whose duties require them to wear safety glasses outdoors will be provided one (1) pair of clear lens and one (1) pair of dark lens or one (1) pair of photocromatic (photogrey) lens safety glasses.

The prescription safety glasses will be provided from a pre-established list as determined by the Company. The Company will determine the process under which the prescription safety glasses will be provided.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Frost".

Steve Frost  
Assistant Vice President, Labor Relations  
AT&T





February 10, 2018

Mr. Kelvin Banks  
CWA Staff Representative  
Communications Workers of America  
3516 Covington Highway  
Decatur, GA 30032

Dear Mr. Banks:

In the event the Company determines that a temporary workforce imbalance exists for Wireless Technicians in a specified area, the Company will notify the Union Local(s) in that area. For purposes of satisfying the temporary workforce imbalance, the Company will first seek volunteers from the affected Wireless Technicians, as determined by management, in seniority order. If an insufficient number of employees volunteer, then the Company will assign by inverse seniority. The Company shall determine the location(s)/orbit(s) from which the reassignment will occur. If the temporary workforce imbalance continues for six (6) months, the imbalance will be remedied by making a permanent rearrangement of the workforce as described below.

In the event the Company determines a permanent rearrangement of the Wireless Technician workforce becomes necessary due to a workforce imbalance, the Company will advise the CWA Local(s) representing affected employees prior to notification of the employees. The Company will endeavor to notify affected employees thirty (30) days prior to the effective date of their reassignment. The Company shall determine the location(s)/orbit(s) from which the reassignment will occur.

In making this determination the Company will first seek volunteers from the affected Wireless Technicians, as determined by management, in seniority order. If an insufficient number of employees volunteer, then the Company will assign by inverse seniority. The Company will notify the Union with the results of the canvas before completing a permanent rearrangement.

If an employee is reassigned, voluntarily or involuntarily, through this process and an assignment becomes available within one (1) year in the orbit(s) from which the technician was previously assigned, the employee shall have the opportunity to retreat to the previously assigned location/orbit. An employee rejecting an initial opportunity to retreat will forfeit all return rights under this section.

Sincerely,

A handwritten signature in cursive script, appearing to read "Steve Frost".

Steve Frost  
Assistant Vice President, Labor Relations  
AT&T



February 10, 2018

Mr. Kelvin Banks  
CWA Staff Representative  
Communications Workers of America  
3516 Covington Highway  
Decatur, GA 30032

**Re: Terms of Transfer Applicable to Employees Transferring between the Attached AT&T Participating Companies and AT&T Mobility Services LLC and AT&T Customer Services, Inc. into and out of the Mobility Bargaining Unit Represented by the Communication Workers of America District 3.**

Dear Mr. Banks:

This letter sets forth the terms of the agreement between AT&T Mobility **Services LLC** and **AT&T Customer Services, Inc.** ("AT&T Mobility") and Communications Workers of America ("CWA") regarding the terms of transfer applicable to CWA-represented employees transferring between the attached list of "AT&T Participating Companies"<sup>1</sup> (Attachment A) and AT&T Mobility into and out of the bargaining unit represented by the CWA District 3 ("Agreement"). As each of the collective bargaining agreements for the West, Midwest, East, Legacy T, Southeast (including the BellSouth Telecommunications Contract, the Utility Operations Contract, the AT&T Billing Southeast Contract, the National Directory and Customer Assistance Contract and the BellSouth Internet Services Contract), Southwest and National Internet Contract (collectively the "Covered CBAs") with the CWA are ratified, the represented employees covered by each of the Covered CBAs employed by the AT&T Participating Companies set forth in Attachment A will be allowed to voluntarily transfer into vacancies at AT&T Mobility within the bargaining unit currently represented by CWA District 3 (the "Mobility Unit"), under the terms and conditions set forth in this Agreement. For purposes of this Agreement, these employees are referred to as "Transferees". The terms of the National Transfer Plans ("NTP") as ratified in each of the Covered CBAs will apply<sup>2</sup> to the transfer process for Transferees moving between each of the AT&T Participating Companies and the Mobility Unit except as set forth below:

**1. Amendment for Transferees Coming into the Mobility Unit**

In lieu of Paragraph 2 of the Intersubsidiary Movement ("IMF") Section and Paragraphs 2 and 3 of the CWA Surplus Exchange ("CSE") Section of each NTP, Transferees interested in being considered for vacancies in the Mobility Unit will be considered after first consideration is afforded to qualified employees laid off from the AT&T Mobility bargaining unit and then internal AT&T Mobility bargained personnel in accordance with the **2018 AT&T Mobility/CWA District 3 Labor Agreement ("2018 Mobility Labor Agreement")**. Transferees who are qualified for the particular vacancy will receive priority placement prior to off-street applicants who, in the judgment of the Company, are similarly qualified.

Otherwise, the terms of the **2018 Mobility Labor Agreement** will control. The applicant whom the Company deems most qualified will be selected. If an AT&T Mobility bargained employee and a

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<sup>1</sup> The term "Participating Companies" refers to wholly-owned subsidiaries of AT&T, Inc. as long as they remain wholly-owned subsidiaries.

<sup>2</sup> Any changes, modifications, or amendments to any NTP after the date of this letter that affect any terms and conditions concerning how AT&T Mobility receives Transferees will not become effective until such changes are agreed to in a new written agreement executed by the appropriate bargaining representatives of the Parties.

Transferee both have qualifications that, in the judgment of the Company, are relatively equal, the AT&T Mobility bargained employee will be selected for the vacancy. Unless otherwise stated in this Agreement, when a Transferee is selected for a position covered by the **2018** Mobility Labor Agreement, he/she will be transferred using the same processes that are currently applicable to AT&T Mobility bargained personnel who transfer between AT&T Mobility jobs.

In lieu of Paragraphs 5 and 7 of the IMF Section and Paragraphs 8 and 10 of the CSE Section of each NTP, Transferees transferred on or after the effective date of this Agreement will be treated as newly hired as of the date of such transfer with respect to all benefit plans, programs and/or policies at AT&T Mobility pursuant to the terms and conditions of the plans, programs and/or policies, including subsequent changes made to such plans, programs and/or policies applicable to Mobility Unit employees in effect on the Transferees' transfer date, except as follows:

If a Transferee has satisfied the eligibility conditions for post-employment medical benefits under his/her applicable Covered CBA at the time of transfer to AT&T Mobility and transfers into the Mobility Unit during the term of his/her applicable Covered CBA ("Eligible Transferee"), when the Eligible Transferee terminates employment from AT&T Mobility, he/she would then be eligible to receive medical and voluntary benefits to the same extent as active employees of AT&T Mobility eligible for such benefits following the Eligible Transferee's termination through the term of the existing plan of benefits provided under the Mobility National Bargained Benefit Plan ("NBBP"). Once the applicable plan of benefits under the NBBP expires, such Eligible Transferee's post-employment benefits and eligibility would be subject to the same terms provided to Current Retirees<sup>3</sup> participating in the plan applicable to the bargaining unit from which he/she transferred. Such benefits and eligibility for Current Retirees and all such Eligible Transferees may change from time to time as determined at the discretion of the Companies.<sup>4</sup>

## **2. Clarification for Transferees Coming into the Mobility Unit**

Paragraph 3 of the IMF Section and Paragraph 4 of the CSE Section of the NTP govern how equally qualified Transferees competing against each other for the same vacancy within the Mobility Unit will be selected. If, however, an AT&T Mobility bargained employee and a Transferee both have qualifications that, in the judgment of the Company, are relatively equal, the AT&T Mobility bargained employee will be selected for the vacancy.

As a result of Paragraph 6 of the IMF Section and Paragraph 9 of the CSE Section of the NTP, a Transferee's Net Credited Service from the departing company will also be recognized within the Mobility Unit under the following contractual provisions in the **2018** Mobility Labor Agreement:

- Article 3, Definitions of Employees
- Article 7, Grievance Procedure
- Article 9, Arbitration
- Article 11, Seniority
- Article 12, Hours of Work
- Article 13, Work Assignments
- Article 14, Force Adjustment
- Article 21, Absences
- Article 22, Vacations

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<sup>3</sup> For purposes of this Agreement, "Current Retiree" means a former employee of an AT&T Participating Company who terminated employment with eligibility for post-employment benefits prior to the effective date of the collective bargaining agreement in effect for employees of the AT&T Participating Company as of the date of the Eligible Transferee's termination from AT&T Mobility.

<sup>4</sup> The Union acknowledges and expressly agrees that this Agreement does not create any obligation for AT&T Mobility or any of the other AT&T Participating Companies to negotiate over benefits for any Current Retirees.

Article 23, Holidays

Article 24, Excused Days With Pay

Under the Order of Consideration provision, Transferees will have the order of consideration set forth in the National Transfer Plans, but if an AT&T Mobility bargained employee and a Transferee both have qualifications that, in the judgment of the Company, are relatively equal, the AT&T Mobility bargained employee will be selected for the vacancy. This Agreement does not modify or diminish the current **2018** Mobility Labor Agreement language regarding Article 13 – Work Assignments.

**3. Clarification for AT&T Mobility Bargained Employees Leaving the Mobility Unit**

Paragraphs 5 and 6 of the CSE Section of the NTP set forth specific circumstances in which a CWA represented regular employee covered by a CWA Labor Agreement may receive a Relocation Allowance per the applicable terms and conditions of the collective bargaining agreement at his/her former Company. The **2018** Mobility Labor Agreement which affords management discretion to afford such allowances will govern AT&T Mobility Bargained Employees who leave the Mobility Unit.

**4. Additional Agreement Terms**

The Union agrees that it will not seek to alter any existing bargaining units in any AT&T Company on the basis of any movement or transfer of employees as a result of this Agreement. Further, the Union will not, on the basis of this Agreement or change in operations, practices or benefits administration, eligibility or entitlement made by AT&T Mobility and/or the Participating Companies as a result of this Agreement, in any pleading, petition, complaint or proceeding before the National Labor Relations Board, an arbitrator or panel of arbitrators, or any court, assert, claim, charge or allege that such companies are a single or joint employer or enterprise, alter egos, accretions or successors of one another, or that any bargaining units of said entities represented by or sought to be represented by the Union are a single bargaining unit, or are or should be otherwise altered in their scope or composition. This commitment on the part of the Union will survive the expiration of this Agreement, unless and until such time as this commitment is terminated by the mutual written Agreement of the parties.

Notwithstanding any other provision to the contrary, this Agreement and any actions under it are not subject to arbitration.

This Agreement will become effective for each group of represented employees upon ratification of the affected employees' Covered CBA, upon being administratively feasible to implement for that group, and upon the signature of the appropriate CWA Representative authorized for the Mobility CBA. If one of the Covered CBAs fails to ratify, this Agreement will not become effective for the employees under that Covered CBA. Once effective for the Covered CBAs that ratify, this Agreement will remain in effect up to and including **February 11, 2022**.

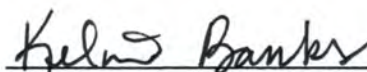
The CWA represents and acknowledges that it is authorized under its International Constitution to execute this Agreement without a ratification vote of the Mobility Unit.

Sincerely,



Steve Frost  
Assistant Vice President, Labor Relations  
AT&T

Agreed and Accepted by:



Kelvin Banks  
Staff Representative, CWA District 3  
Communications Workers of America

Attachment A to the Terms of Transfer Applicable to Employees Transferring between the Attached AT&T Participating Companies and AT&T Mobility Services LLC and AT&T Customer Services, Inc. into and out of the Mobility Bargaining Unit Represented by the Communication Workers of America District 3.

Ameritech Services, Inc.

AT&T Billing Southeast, LLC

AT&T Corp.

**AT&T Customer Services, Inc.**

**AT&T Mobility Puerto Rico Inc.**

AT&T Mobility **Services** LLC

AT&T Services, Inc.

**AT&T of the Virgin Islands, Inc.**

BellSouth Communication Systems, LLC

BellSouth Telecommunications, LLC

Illinois Bell Telephone Company

Indiana Bell Telephone Company, **Incorporated**

Michigan Bell Telephone Company

Nevada Bell Telephone Company

The Ohio Bell Telephone Company

Pacific Bell Telephone Company

SBC Global Services, Inc. (Midwest, West Region)

Southwestern Bell Telephone Company

Wisconsin Bell **Inc.**