## CWA District 3

CWA - AT\&T Mobility Final Bargaining Report 2018



This report contains detailed information on the wages and benefits won at the CWA - AT\&T Mobility bargaining table.

A ballot is printed with this report. Please check with your Local about voting procedures.

The Ratification Date for this Tentative Agreement is March $23^{\text {rd }}, 2018$
The deadline for Local ballot counts to be received by the District 3 Office is Friday,
March $23^{\text {rd }}, 2018,9: 00$ A.M.

## Summary of Tentative Agreement

## Wages \& Other Compensation

The combined 4-year wage increase will result in a compounded $10.1 \%$ base wage increase at the top step of the Wage Scale. A ratification bonus of $\$ 1,000$ will be paid to all bargained employees if the contract is ratified by March 23, 2018. For Retail Sales Consultants and Cricket COS Sales Advocates, base wages will also be improved by converting a portion of commission or "at-risk" pay to base pay.

## a. General Wage Increase.

The increases listed below will be applied to the top in the basic wage schedules on the date indicated. There will be no increase at the start rate, and all other steps will be exponentially increased:
$\rightarrow 2.25 \%$ retroactive to February 10, 2018
$\rightarrow 3.0 \%$ effective February 10, 2019
$\rightarrow 2.25 \%$ effective February 09, 2020
$\rightarrow 2.25 \%$ effective February 7, 2021

## b. Ratification Bonus

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

## C. On Call Duty

The daily rate for on-call pay will be increased $\$ 2$ per day, from $\$ 36$ per day to $\$ 38$ per day. This is in addition to any compensation for the actual duty.

## Employment Security

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

In the event of a layoff or surplus as a result of retail store or call center closure, or in the event the company eliminates or vacates a job title, the company will offer affected workers positions available at any Mobility work location covered by a CWA Labor Agreement within the continental US.

The offer is available to specific job titles and the affected employees must meet expectations for current job and must be qualified for the job being offered.

Affected employees have one working day to accept the job offer. Testing for the new job may be required, but the re-test waiting period is waived for employees acting under this ESC.

The company will try to provide job offers as close as possible to the employee's current work location.

## Call Center Call Share Commitment

AT\&T has guaranteed to increase the level of calls coming into call centers covered by the Black Contract. It is our hope that this commitment will lead to more Call Center jobs here in District 3.

## Force Adjustment Article for All Employees

Previously in the event of surplus, it was up to the company whether employees would have the opportunity to resign and receive a severance payment. The language added to this article will give senior employees the option to leave the company and receive severance if they choose. This option will be given in seniority order up to the number needed to alleviate the surplus.

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

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

## Healthcare

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

This agreement covers the plan in 2021 and 2022 only. Under this agreement the plan design in 2021 and 2022 remains unchanged from the current plan design for the NBBP. Rates for 2021 and 2022 are listed below:

Current Employees Monthly Premiums

| Option 1: | $\underline{2021}$ | $\underline{2022}$ |
| :--- | :--- | :--- |
| Individual | 110 | 114 |
| Individual + Children | 201 | 207 |
| Individual + Spouse | 315 | 339 |
| Family | 326 | 344 |


| Option 2: | $\underline{2021}$ | $\underline{2022}$ |
| :--- | :--- | :--- |
| Individual | 72 | 77 |
| Individual + Children | 131 | 140 |
| Individual + Spouse | 216 | 230 |
| Family | 219 | 233 |

2017 New Hires and 2019 New Hires Monthly Premiums

| Option 1: | $\frac{2021}{133}$ | $\frac{2022}{137}$ |
| :--- | :--- | :--- |
| Individual | 242 | 249 |
| Individual + Children | 379 | 409 |
| Individual + Spouse | 392 | 414 |

Option 2: $\underline{2021 ~} \underline{2022}$
Individual 94100
Individual +Children 172182
Individual + Spouse $282 \quad 299$
Family 286304
Current Employees, 2017 New Hires and 2019 New Hires
Option 1: Annual Deductible In Network

|  | $\frac{2021}{750}$ | $\underline{2022}$ |
| :--- | :--- | :--- |
| Individual | 7500 |  |
| Individual + Children | 1500 | 1600 |
| Individual + Spouse | 1500 | 1600 |
| Family | 1500 | 1600 |

## Option 1: Annual Deductible Out of Network

|  | $\underline{2021}$ | $\underline{2022}$ |
| :--- | :--- | :--- |
| Individual | 2625 | 2800 |
| Individual + Children | 5250 | 5600 |
| Individual + Spouse | 5250 | 5600 |
| Family | 5250 | 5600 |

Current Employees, 2017 New Hires and 2019 New Hires
Option 2: Annual Deductible In Network

|  | $\underline{2021}$ | $\frac{2022}{1300}$ |
| :--- | :--- | :--- |
| Individual | 1350 |  |
| Individual + Children | 2600 | 2700 |
| Individual + Spouse | 2600 | 2700 |
| Family | 2600 | 2700 |

Option 2: Annual Deductible Out of Network
$\underline{2021} \underline{2022}$
Individual 39004050
Individual + Children 78008100
Individual + Spouse $\quad 78008100$
Family $\quad 78008100$

## Tobacco Surcharge:

2021
\$60 per month

2022
$\$ 65$ per month

Smokers will self-identify in open enrollment. The surcharge will be waived if the employee enrolls in a free smoking cessation program.

## WorkingSpouse Surcharge:

2021
$\$ 100$ per month $\$ 100$ per month

Thesurchargewillbewaivedif employee attests that their spouse does not have access to other employer-based coverage.

## Contract Changes Relating to Retail Workers

## Adjustments to "At-Risk" Commissions for RSC's

Effective in 2018, base wages for Retail Sales Consultants (RSCs) will be increased by $\$ 2,500$ per years and the "at-risk" commission minimums are reduced by $\$ 2,500$ per year, from $\$ 12,750$ to $\$ 10,250$. The increase will be applied to each step of the wage schedule. In 2018, the negotiated general wage increase will be applied after the commission adjustment is made.

## Adjustment to Wage Table for COS Sales Advocate

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

## Monitoring on the Sales Floor

Monitoring of employees to ensure high quality sales performance is allowed, but the number of evaluative observations that may be observed is limited to six per month. Management determines the method of evaluation and what is observed.

## Improved Retail Attendance Plan

The attendance policy is changed. Points will be assessed to unexcused absences in the following manner: one point for the first day of unexcused absence and one-half point for each subsequent day of the same occurrence (example: for an unexcused absence of three consecutive days, an employee will be assessed two points). This policy will remain in effect for at least 3 years. *The Union retains the right to grieve and arbitrate any attendance related discipline.

Individuals in stores who are on final written warning for attendance will have their total points reduced by one point upon the ratification of the contract.

## Contract Changes Relating to Call Center Workers

## Call Center Monitoring

The Letter of Agreement regarding monitoring limits the number of evaluative observations that can be observed in a month to 8 . Selection of calls to be observed will alternate between management and the employee, with management selecting the first call. Management determines the method of evaluation. Any additional calls observed cannot be used for discipline except in cases of misconduct. Also, management cannot use calls listened to during calibrations for discipline with the exception of misconduct.

## Rules for Employees Performing MI60 Duties

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

## Call Center "Mini Shift Bids"

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

## Improved Call Center Attendance Plan

The attendance policy is changed for call centers currently under a point based attendance policy. Points will be assessed to unexcused absences in the following manner: one point for the first day of unexcused absence and one-half point for each subsequent day of the same occurrence (example: for an unexcused absence of three consecutive days, an employee will be assessed two points). This policy will remain in effect for at least 3 years. *The Union retains its right to grieve and arbitrate any attendance related discipline.

Individuals in call centers who are on final written warning for attendance will have their total points reduced by one point upon the ratification of the contract.

## Contract Changes Relating to Technicians

## Trial of Small Cell Aerial Work

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

## Safety Equipment for Supply Chain Employees

Supply Chain employees are now eligible for safety glasses and safety footwear under similar terms to Wireless Technicians.

## Additional Changes

## Protecting Seniority in Workforce Imbalance Situations

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

## Provisions Relating to New Hires

Keeping in line with other AT\&T bargaining tables, the following changes are made for newhires.

## Absence and Illness Pay

For employees hired after January 1, 2019, the amount of paid sick leave has been reduced to a maximum of five paid days per year. These amounts are pro-rated for parttime workers.

## Short-Term Disability Plan

Employees hired after January 1, 2019 will also be enrolled in a reduced short-term disability program which will replacepay for up to 26 weeks based on length of service, as follows:

| Employee Service | $100 \%$ of Pay | $60 \%$ of Pay |
| :--- | :---: | :---: |
| 6 mos to less than 2 yrs | 0 weeks | 26 weeks |
| 2 yrs to less than 5 yrs | 4 weeks | 22 weeks |
| 5 yrs to less than 15 yrs | 13 weeks | 13 weeks |
| $15 y r s$ or more | 26 weeks | 0 weeks |

After 26 weeks of disability absence, pay will be replaced under AT\&T's long-term disability plan at $50 \%$.

## Hours of Work Under Temporary Conditions

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

## Non-Discrimination

The language regarding non-discrimination has been expanded to include gender identity and expression among the protected classes in our collective bargaining agreement.

## Exchange Time

Improvements were made to language in the contract for Exchange Time. Exchange Time should not be denied arbitrarily

## Safety

The company will now consider information provided by employees prior to administering discipline for absences due to weather events after a state of emergency has been declared by State or Local Government.

## Improvements in Union Administration of the Contract

## Time Off for Union Activities

Current language allowing time off for union activists and officers in order to enforce the contract or advance union programs has been improved to allow for up to 2 representatives per local to be paid up to 960 hours per year for union activities. If the Local Union president is also covered by the contract, then the local may have up to three representatives per year off for up to 960 hours each.

## Grievance Process

New Hires will now have the option to file grievances after 30 days of employment previously they could not file until after 90 days of employment.




| Fraud Analyst |  |  |  |  |  | Retail Sales Consultant |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |
|  | Effective | Effective | Effective |  |  |  |  |  |  |  |
| Step |  |  |  |  |  |  |  |  |  |  |
| $2 / 10 / 18$ | $2 / 10 / 19$ | $2 / 9 / 20$ | Effective |  |  |  |  |  |  |  |
| $2 / 7 / 21$ |  |  | Step | Effective <br> $2 / 10 / 18$ | Effective <br> $2 / 10 / 19$ | Effective <br> $2 / 9 / 20$ | Effective <br> $2 / 7 / 21$ |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
| 1 | 508.50 | 508.50 | 508.50 | 508.50 |  | 1 | 457.50 | 457.50 | 457.50 | 457.50 |
| 2 | 542.50 | 544.00 | 545.00 | 546.00 |  | 2 | 477.50 | 478.50 | 479.50 | 480.50 |
| 3 | 579.00 | 581.50 | 584.00 | 586.00 |  | 3 | 498.00 | 500.50 | 502.50 | 504.50 |
| 4 | 617.50 | 622.00 | 625.50 | 629.00 |  | 4 | 520.00 | 524.00 | 526.50 | 529.50 |
| 5 | 658.50 | 665.00 | 670.00 | 675.00 |  | 5 | 542.50 | 548.00 | 552.00 | 556.00 |
| 6 | 703.00 | 711.50 | 718.00 | 724.50 |  | 6 | 566.00 | 573.00 | 578.50 | 584.00 |
| 7 | 750.00 | 761.00 | 769.50 | 778.00 |  | 7 | 591.00 | 599.50 | 606.50 | 613.00 |
| 8 | 800.00 | 813.50 | 824.50 | 835.00 |  | 8 | 616.50 | 627.50 | 635.50 | 643.50 |
| 9 | 853.50 | 870.50 | 883.00 | 896.50 |  | 9 | 643.50 | 656.50 | 666.00 | 676.00 |
| 10 | 910.50 | 930.50 | 946.50 | 962.00 |  | 10 | 671.50 | 686.50 | 698.00 | 709.50 |
| 11 | 971.50 | 995.50 | 1014.00 | 1033.00 |  | 11 | 700.50 | 718.00 | 731.50 | 745.00 |
| 12 | 1036.00 | 1064.50 | 1086.50 | 1108.50 |  | 12 | 731.00 | 751.50 | 766.50 | 782.50 |
| 13 | 1105.50 | 1138.50 | 1164.00 | 1190.00 |  | 13 | 763.00 | 786.00 | 803.50 | 821.50 |
|  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
| Sales Support Representative |  |  |  |  |  | Senior Retail Sales Consultant |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
| Step | $2 / 10 / 18$ | $2 / 10 / 19$ | $2 / 9 / 20$ | $2 / 7 / 21$ |  | Step | $2 / 10 / 18$ | $2 / 10 / 19$ | $2 / 9 / 20$ | $2 / 7 / 21$ |
|  |  |  |  |  |  |  |  |  |  |  |
| 1 | 407.50 | 407.50 | 407.50 | 407.50 |  | 1 | 489.00 | 489.00 | 489.00 | 489.00 |
| 2 | 424.50 | 425.50 | 426.50 | 427.50 |  | 2 | 512.50 | 513.50 | 514.50 | 515.50 |
| 3 | 442.50 | 445.00 | 446.50 | 448.00 |  | 3 | 536.50 | 539.50 | 541.50 | 543.50 |
| 4 | 461.50 | 464.50 | 467.50 | 470.00 |  | 4 | 562.00 | 566.50 | 569.50 | 572.50 |
| 5 | 480.50 | 485.50 | 489.00 | 493.00 |  | 5 | 589.00 | 594.50 | 599.00 | 603.50 |
| 6 | 501.00 | 507.00 | 512.00 | 516.50 |  | 6 | 617.00 | 624.50 | 630.50 | 636.00 |
| 7 | 522.00 | 530.00 | 536.00 | 542.00 |  | 7 | 646.00 | 656.00 | 663.00 | 670.50 |
| 8 | 544.00 | 553.50 | 561.00 | 568.00 |  | 8 | 677.00 | 688.50 | 698.00 | 707.00 |
| 9 | 567.00 | 578.50 | 587.00 | 596.00 |  | 9 | 709.00 | 723.00 | 734.00 | 745.00 |
| 10 | 591.00 | 604.00 | 614.50 | 625.00 |  | 10 | 743.00 | 759.50 | 772.50 | 785.00 |
| 11 | 616.00 | 631.50 | 643.00 | 655.00 |  | 11 | 778.00 | 797.50 | 812.50 | 827.50 |
| 12 | 642.00 | 659.50 | 673.00 | 687.00 |  | 12 | 815.00 | 837.50 | 855.00 | 872.50 |
| 13 | 669.00 | 689.00 | 704.50 | 720.50 |  | 13 | 854.00 | 879.50 | 899.50 | 919.50 |
|  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |



| Wireless Technician |  |  |  |  | Work Force Administrator |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Step | Effective $2 / 10 / 18$ | Effective $2 / 10 / 19$ | Effective 2/9/20 | Effective $2 / 7 / 21$ | Step | Effective $2 / 10 / 18$ | $\begin{aligned} & \text { Effective } \\ & 2 / 10 / 19 \\ & \hline \end{aligned}$ | Effective 2/9/20 | Effective 2/7/21 |
| 1 | 723.00 | 723.00 | 723.00 | 723.00 | 1 | 438.00 | 438.00 | 438.00 | 438.00 |
| 2 | 770.00 | 772.00 | 773.50 | 775.00 | 2 | 458.00 | 459.50 | 460.00 | 461.00 |
| 3 | 820.50 | 824.50 | 827.50 | 830.50 | 3 | 479.50 | 481.50 | 483.50 | 485.50 |
| 4 | 874.00 | 880.50 | 885.50 | 890.00 | 4 | 501.50 | 505.00 | 508.00 | 511.00 |
| 5 | 931.00 | 940.00 | 947.00 | 954.00 | 5 | 524.50 | 529.50 | 533.50 | 537.50 |
| 6 | 991.50 | 1004.00 | 1013.50 | 1022.50 | 6 | 548.50 | 555.50 | 560.50 | 566.00 |
| 7 | 1056.00 | 1072.00 | 1084.00 | 1096.00 | 7 | 574.00 | 582.50 | 589.00 | 595.50 |
| 8 | 1125.00 | 1144.50 | 1160.00 | 1175.00 | 8 | 600.50 | 611.00 | 619.00 | 627.00 |
| 9 | 1198.50 | 1222.50 | 1241.00 | 1259.50 | 9 | 628.00 | 640.50 | 650.00 | 660.00 |
| 10 | 1276.50 | 1305.50 | 1327.50 | 1350.00 | 10 | 657.00 | 671.50 | 683.00 | 694.50 |
| 11 | 1360.00 | 1394.00 | 1420.00 | 1446.50 | 11 | 687.00 | 704.50 | 717.50 | 731.00 |
| 12 | 1448.50 | 1488.50 | 1519.50 | 1550.50 | 12 | 719.00 | 738.50 | 754.00 | 769.50 |
| 13 | 1543.00 | 1589.50 | 1625.50 | 1662.00 | 13 | 752.00 | 774.50 | 792.00 | 810.00 |

## OFFICIAL BALLOT <br> 2018 BARGAINING AGREEMENT COMMUNICATIONS WORKERS OF AMERICA CONTRACT RATIFICATION VOTE <br> BARGAINING UNIT AGREEMENT: <br> AT\&T Mobility Black Contract

I understand that a YES vote means that I accept the Bargaining Unit Agreement and a NO vote means that I authorize strike action against the AT\&T Mobility Company that employs me.

> YES NO


Communications Workers of America
3516 Covington Hwy
Decatur, GA 30032

CWA - AT\&T Mobility Black Contract Ballot 2018

Deadline for Local ballot counts to be received by the District 3 Office: March 23rd, 2018 9:00 A.M.

