

2019 CWA/BST Contract Explanation

Friday, September 6, 2019

Section 3 – Utility Operations Table

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CP.01.00	Clean up Contract Language	3
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Proposal ID #	Type of Proposal	Bargaining Table	Contract(s)
Company Comprehensive Package	Company Proposal	UO	UO

Step	Date Proposed	Time Proposed
Status	Status Date	Status Time

Art/App/Doc Modified	Mod of or Counter To
Appendix B - MOAs – Promotional Wage Treatment, Wire Work and Inclement Weather, Article 1M2, Appendix B – Uniform Program, Article 10, MOAs, Article 9, Letter of recognition, Article 2B1, Article 4	

Summary	This Company Comprehensive Package reflects the proposals as agreed to on 8/27/19.
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The Parties have TA'd on 8/2/19:

1. CP.01.00 – Clean Up – Remove Names off Promo Wage Treatment, Wire Work and Inclement Weather MOAs in the Ut. Ops Contract Book
2. CP.03.00 – Seniority Tie Breaker random number software

The Company Proposes:

1. New Pass - CP.02.02 Uniform Program
2. New Pass - CP.04.02 Define Unlimited Overtime
3. New Pass – CP.05.00 MOAs
4. New Pass – CP.06.00 Educational Assistance Language
5. New Pass – CP.07.00 Letter of recognition of the AT&T Tuition Aid Policy
6. New Pass - CC.02.01 – 30 Minute Lunch Option
7. Stand on CC.10.00 – Carry-over Vacation passed on 8/9/19

Proposal ID: Company Comprehensive Package
AT&T Proprietary (Restricted)

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Union Withdraws:

1. UP.01.01 – Schedule Change
2. UP.02.00 – 30 min lunch
3. UP.03.00 – 6 Day Week Restriction
4. UP.04.00 – OT Cap
5. UP.05.01 – Double Time - Sunday
6. UP.06.01 – Double Time after 52
7. UP.07.00 – Excused from OT
8. UP.08.01 – 40-hour build
9. UP.09.00 – Vacation / paid days to be cumulative
10. UP.10.00 – Carry-Over Vacation
11. UP.11.01 – Add 6 PDO
12. UP.12.01 – Illness Absence
13. UP.13.01 – Core Term Table
14. UP.14.00 – Job Bank
15. UP.15.01 – 2 Man Bore Requirement
16. UP.16.00 – Increase Per Diem
17. UP.17.02 – Populate Higher Title
18. UP.18.00 – Life Insurance
19. UP.19.00 – Panel Process
20. UP.20.00 – Inclement Weather
21. UP.21.01 – Increase Boot Allowance
22. UP.22.00 – Reflective T-Shirts
23. UP.23.00 – Uniform Allowance
24. UP.24.00 – Perfect Attendance
25. UP.25.00 – PMR Process
26. UP.26.00 – Increase Scope

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Proposal ID #	Type of Proposal	Bargaining Table	Contract(s)
CP.01.00	Company	UO	UO

Step	Date Proposed	Time Proposed
Proposed	7/17/19	10:22 am
Status	Status Date	Status Time
TA	8/2/19	1:56 pm

Art/App/Doc Modified	Mod Of or Counter To
<ul style="list-style-type: none"> • Appendix B Promotional Wage Treatment BST Utility Operations • Appendix B Wire Work • Appendix B Inclement Weather 	

Summary	Clean up to remove letter names.
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Proposal ID: CP.01.00

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**MEMORANDUM OF AGREEMENT
PROMOTIONAL WAGE TREATMENT
BST UTILITY OPERATIONS**

This Memorandum of Agreement between the Communications Workers of America (the Union) and BellSouth Telecommunications, Inc. (the Company) and outlines the agreement reached by the parties regarding handling of promotional wage increases for employees covered under the BST Utility Operations Working Agreement.

When employees within Utility Operations are promoted to a higher rated job within the Utility Operations bargaining unit, the Company and Union have agreed to use the following approach:

An employee's length of service in the lower rated position or Wage Experience Date ("WED") will be used in determining the appropriate step rate for the higher rated job, whichever is greater. In no instance will this result in an employee receiving less than their current rate of pay.

This provision will apply to Utility Operations employees that are promoted within the Utility Operations bargaining unit during the life of the *this* Utility Operations Working Agreement.

~~For the Union:~~

Billy O'Dell
CWA Representative
CWA District 3

~~For the Company:~~

Belinda K. Lacey
Director
Labor Relations

WIRE WORK

Dear Mr. O'Dell:

During 1998 Bargaining, we agreed to move the "wire work" functions that were performed by BellSouth Telecommunications WS 31 Services Technicians to the Utility Operations Bargaining Unit. The wire work function will now be performed by WS 1B Machine Operators in Utility Operations:

"Wire Work" is defined as establishing continuity from the service termination point (including encaps) to the ONI after the initial visit by the ST.

Encap wire work will consist of and be defined as follows:

1. The ST connects a permanent BSW to the encapsulated cable end and leaves it to be buried by the Machine Operator.
2. The ST connects a temporary service line to the encapsulated cable end due to a road crossing or other obstruction and turns the request over to the Utility Operations to bury a permanent line. The Machine Operator will bury a BSW and connect it to the Encap using the appropriate connectors and closure. The Machine Operator will then connect the BSW to the ONI.

Utility Operations employees will be allowed to make permanent repairs to buried service wire damage caused by them while performing the placing operation.

Additionally, the following functions will not be performed by Utility Operations employees:

Providing dial tone on pre-buries.

The use of Fault Test equipment. However, Utility Operations employees will use a "butt-in" or hand set to establish continuity and polarity.

Belinda K. Lacey
Director
Labor Relations

INCLEMENT WEATHER

Dear Mr. O'Dell:

Following is the Inclement Weather Work Policy for Utility Operations. On scheduled workdays when weather conditions have been deemed by the supervisor to be unsafe or not conducive for productive work the following will apply:

Inclement weather time will be used for safety training, job training or general operational information sharing. If there is no required training or meeting time needed, the supervisor shall offer all employees at their designated work locations Excused Time (time not paid) for the remainder of the scheduled work day.

All employees not taking excused time will perform work assignments such as preventative maintenance on work equipment, cleaning of work equipment, organizing and cleaning of work location, and other general task as assigned by the supervisor. This work will be performed until such time as the supervisor deems the weather conditions to be safe and favorable for productive work.

The Company will review this policy periodically and make adjustments as necessary. This policy will be subject to changes.

Sincerely,

Belinda K. Lacey
Director
Labor Relations

Proposal ID #	Type of Proposal	Bargaining Table	Contract(s)
CP.03.00	Company Proposal	UO	UO

Step	Date Proposed	Time Proposed
Proposed	7/31/2019	10:46 AM
Status	Status Date	Status Time
TA	8/2/2019	1:58 PM

Art/App/Doc Modified	Mod Of or Counter To
Article 1M2 Seniority Tie Breaker Definition	

Summary	Clean-up for seniority tie breaker method.
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See Attached Proposal

Proposal ID: CP.03.00

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M. Seniority/Net Credited Service Date

1. Seniority/Net Credited Service shall mean Term of Employment (TOE)/Net Credited Service (NCS) as defined by the applicable Pension Plan, or if no Pension Plan is applicable to an employee, then Seniority shall mean length of service calculated as if the employee were covered by the Bargained Cash Balance Program #2 of the AT&T Pension Benefit Plan. Seniority/TOE/net credited service shall govern for all matters to the extent and with the limitations set out in this Agreement.
2. In applying any of the provisions of this Agreement, in any case where 2 or more employees' seniority/net credited service date/TOE is equal, they shall rotate as the senior employee in the choice of vacations; seniority will be determined by the following:

The last four digits of the employee's social security number will be used to determine the order in which seniority will be exercised, with the lowest number equating to the highest seniority.

For Article 6 Force Reduction and Article 8 Promotion and Transfer, the random-number software program shall be used for seniority tie breakers.

EXAMPLE: The employee whose social security number ends with 5166 will be the higher in seniority than the employee whose number ends with 7531.

Proposal ID #	Type of Proposal	Bargaining Table	Contract(s)
CP.02.02	Company Proposal	UO	UO

Step	Date Proposed	Time Proposed
Status	Status Date	Status Time

Art/App/Doc Modified	Mod Of or Counter To
Appendix B	CP2.01

Summary	<ul style="list-style-type: none"> • Update 2019 Allowances due to vendor increases that went in to effect 1/1/2019. • Update Uniform program Language. Added CAPs and specific balance carry-over language. • Increase the footwear allowance to \$125.
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Proposal ID: CP.02.02
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UNIFORM PROGRAM

The Company and Union recognize the importance of our customers and the general public. In order to assure consistency in dress and present a professional image, the Company and the Union agree to the following uniform policy.

- The Utility Operations employees will be provided an initial vendor credit of ~~\$443.55~~ **\$503.88** to purchase uniforms from an approved catalog.
- The initial allowance must purchase a minimum wardrobe of 6 shirts, 5 pants, and 1 outer wear with the balance of the allowance to be spent at the employees' discretion.
- All new employees to Utility Operations will receive the initial allowance of ~~\$443.55~~ **\$503.88** within 30 days of employment.
- An annual credit of ~~\$214.87~~ **\$244.10** will be provided in January of each year for the life of the contract.
- Each employee may receive a vendor cost adjustment credit to their allowance if necessary.
- Employees required by the Company to wear protective footwear will be provided a **\$125.00** per year footwear allowance through the life of this agreement. This allowance is considered taxable income.

For employees in the Uniform Program, unused balances *up to the initial vendor allowance* may be carried over from one year to the next.

Maximum number of items per category per year will apply as follows:*

<i>Catalog Item</i>	<i>Maximum #</i>
<i>Shirts</i>	<i>15</i>
<i>Pants</i>	<i>10</i>
<i>Hats</i>	<i>5</i>
<i>Socks</i>	<i>15</i>
<i>Jackets</i>	<i>2</i>

**Supervisor approval is needed to exceed any category maximum.*

Additional uniform items may be purchased from the catalog at the employee's expense. Employees will wear the approved uniforms while on Company paid time. *Employees that have announced retirement, are on a Leave of Absence, accepted a non-uniform job, or Surplus, shall have their uniform accounts frozen during these processes.* Individual exceptions to the Company's uniform policy may be allowed on a daily case-by-case basis with prior supervisory approval.

Proposal ID #	Type of Proposal	Bargaining Table	Contract(s)
CP.04.02	Company Proposal	UO	UO

Step	Date Proposed	Time Proposed
Status	Status Date	Status Time

Art/App/Doc Modified	Mod Of or Counter To
Article 10	

Summary	Define unlimited overtime as related to Article 10.
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Proposal ID: CP.04.02
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**ARTICLE 10
JURISDICTION OF WORK**

C. Contract Work

The Company reserves the right to contract out the placement of Buried Service Wire during this contract, if it does not make it necessary to lay off full-time employees.

The Company will not allow contractors to perform "wire work" functions referenced in Appendix B.

The resident ~~forces~~ *Machine Operators* will have been offered unlimited overtime and other available ~~forces~~ *Machine Operators* within the Bargaining Unit will have been offered the opportunity to perform the work, prior to contracting work out.

Unlimited overtime will be offered within the normal safety guidelines and customer service considerations. Generally, an acceptable period for overtime is considered to be on the quarter hour nearest sunrise and sunset as reported by the National Weather Service for the reporting location.

In addition, the Company will give the Union as much advance notice as possible prior to contracting out work.

Proposal ID #	Type of Proposal	Bargaining Table	Contract(s)
CP.05.00	Company Proposal	UO	UO

Step	Date Proposed	Time Proposed
Status	Status Date	Status Time

Art/App/Doc Modified	Mod Of or Counter To
Letter, MOAs and Committee Letter	

Summary	This proposal updates language around Educational Assistance.
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2019 BARGAINING PROPOSAL

- 1) Modified Duty Letter
- 2) Excused Time for Union Duties MOA
- 3) Occupational Safety and Health Committee

Proposal ID: CP.05.00

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August 49, 201915

Mr. *Isa Shabazz* Billy O'Dell
Staff Representative
Communications Workers of America
District 3
3516 Covington Highway
Decatur, GA 30032

Dear Mr. *Shabazz* O'Dell:

If an employee in the Utility Operations unit returns from an approved Short Term Disability absence with a medical restriction approved by the disability administrator which prevents the employee from performing his or her regular job duties, the employee will be assigned alternative work in Utility Operations on a temporary basis for a period not to exceed 15 calendar days. If alternative work in Utility Operations is not available, however, the employee will be excused from scheduled work with pay for a period not to exceed 15 calendar days. The total amount of time an employee may spend on modified duty and/or excused from work with pay is limited to no more than two occurrences, 30 calendar days maximum, during the life of the contract. Modified tours are not available.

The determination of the amount the employee will be paid will be based upon the employee's title at the time he or she returns from the approved STD absence. At the expiration of the 15-day paid excused period, if the employee is unable to return to his or her normal job full time, the employee may take an additional unpaid excused 15-day period. If the employee is still unable to return to his or her normal job full-time, the employee may apply for and will be granted an unpaid departmental leave of absence for a maximum of 30 calendar days. If the employee does not return to his or her normal job full time at the expiration of this leave, the employee will be separated from employment.

These provisions will be in effect during the 20159 Working Agreement.

Sincerely,

Tom Paholski Belinda K. Lacey
Director
Labor Relations

**MEMORANDUM OF AGREEMENT
EXCUSED TIME FOR UNION ACTIVITY**

This Memorandum of Agreement (MOA) between the Communications Workers of America (CWA) and BellSouth Telecommunications, LLC d/b/a AT&T Southeast (the Company) outlines the understanding reached by the parties to provide excused time to employees for Union activities in Utility Operations Working Agreement.

The parties agree to the following provisions for Unpaid Union Activities:

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 three (3) 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 representative's services.

The Union will designate these representatives in writing to the Company.

Time off for Union activities will be limited to 200 hours per calendar year per Union representative except that one representative per local who represents at least 150 employees may be granted up to 560 hours per calendar year. Additional time may be granted upon approval at the Company bargaining level.

This Memorandum of Agreement is effective with the signing of this agreement and will remain in effect for the life of the Working Agreement.

Isa Shabazz ~~Billy O'Dell~~
CWA Representative
CWA District 3

Tom Paholski ~~Belinda K. Lacey~~
Director
Labor Relations

Date: _____

Date: _____

Letter of Agreement

This agreement between the Communications Workers of America (the Union) and Bellsouth Telecommunications, LLC for Utility Operations (the Company) outlines the understanding reached by both parties in regard to adding two members from Utility Operations to the BST Occupational Safety and Health Committee.

These two added members shall include one member from the Union and one member from the Company, to be appointed by the Union and the Company respectively. Administration and operation of the Occupational Safety and Health Committee as reference in Article 16.03 of the BST agreement will apply to these two added members.

This Letter of Agreement is effective with the signing of this agreement and will remain in effect for the life of the Utility Operations Working Agreement.

For the Company:

For the Union:

~~Tom Paholski~~ Belinda Lacey
Director
~~SE~~-Labor Relations

~~Isa Shabazz~~ Billy O'Dell
CWA Representative
CWA District 3

Date: _____

Date: _____

Proposal ID #	Type of Proposal	Bargaining Table	Contract(s)
CP.06.00	Company Proposal	UO	UO

Step	Date Proposed	Time Proposed
Status	Status Date	Status Time

Art/App/Doc Modified	Mod Of or Counter To
Article 9A2a1	

Summary	This proposal updates language around Educational Assistance.
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2019 BARGAINING PROPOSAL

Article 9A2a1

2. All regular full-time and regular part-time employees with at least 6 months of seniority will be eligible to participate in the Educational Assistance Program. Participation in the Program is on the employee's own time with the exception of Orientation meetings and Career Counseling. One Counseling session per contract cycle will be offered on Company time.
 - a. Educational assistance will be available for training and/or coursework that would enhance an employee's qualifications for selection for a BST bargaining unit job.
 - 1) All such training will be taken at an accredited/ *and PARTNERSHIP board* approved institution.

Proposal ID: CP.06.00

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Proposal ID #	Type of Proposal	Bargaining Table	Contract(s)
CP.07.00	Company Proposal	UO	UO

Step	Date Proposed	Time Proposed
Status	Status Date	Status Time

Art/App/Doc Modified	Mod Of or Counter To
Letter	

Summary	This proposal includes a letter that serves as notification of the recognition of the AT&T Tuition Aid Policy. This provides tuition aid for approved degree programs.
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Proposal ID: CP.07.00
AT&T Proprietary (Restricted)

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John Trageser
Assistant Vice President
Labor Relations

725 West Peachtree ST, NW
5th Floor, Room D506
Atlanta, GA 30308

T: 404 218-5788
jt9467@att.com

August 4, 2019

Mr. Nick Hawkins
Assistant to the Vice President
Communications Workers of America
District 3
2516 Covington Highway
Decatur, GA 30032

Dear Nick,

As you recall, the Company provided the employees the opportunity to participate in the AT&T Tuition Aid Policy when the Partnership funds were depleted during the 2015 Working Agreement. We will continue to offer the opportunity to participate in this program to our employees.

AT&T invests in the training and development of our employees. The Tuition Aid Policy will provide eligible employees assistance with tuition expenses for approved degree programs that expand their skills and prepare them for future careers at AT&T.

Should the employees have questions about the policy, they can contact HR OneStop or their local management team.

Sincerely,

John Trageser
Assistant Vice President
Labor Relations

Proposal ID #	Type of Proposal	Bargaining Table	Contract(s)
CC.02.01	Company Counter	UO	UO

Step	Date Proposed	Time Proposed
Status	Status Date	Status Time

Art/App/Doc Modified	Mod of or Counter To
Article 2B1	UP.02.00, CC.02.00

Summary	
	This Company counter adds language for the option of a 30-minute meal period.

Proposal ID: CC.02.01

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ARTICLE 2
SCHEDULING

- A. Posting. Work schedules shall be posted for all employees by 11:00 A.M. on each Thursday to show the schedule or assigned tours for the next two weeks.
1. Holiday schedules shall be posted by 11:00 A.M. on Tuesday of the second week preceding the week in which the holiday falls.
- B. Hours of Work. The normal work day (Tour) shall be 8 hours for all full-time jobs, exclusive of a meal period.
1. Meal periods shall be *selected during tour selection or quarterly, whichever is less frequent, in 30 minute or 1 hour increments based upon the employee's request* and shall be scheduled as near the mid-point of the tour as possible. *When two or more employees are working together, all employees must agree to take a 30-minute lunch. If all employees do not agree, then a 1-hour lunch break will apply.* One relief period of 15 minutes shall be granted in each session.
 2. Insofar as business conditions permit, employees shall be excused on authorized holidays.
- C. Work Schedules. Where employees work common hours as a group, a statement stating the hours may be posted for the work group.
- D. Generally, employees should not be worked more than 13 days without their consent.
1. Should an employee work more than 13 consecutive days, he/she shall be paid at the overtime rate beginning with the 14th day until he/she has been granted a day off.
- E. Employees should not be scheduled within 12 hours of the ending time of a previous scheduled tour. However, scheduled time worked which falls within 12 hours from the scheduled end of the preceding tour, shall be paid at the overtime rate except where the employee is exercising his seniority.
- F. Changes from posted tours may be made to accommodate an employee or by the Company to meet unexpected conditions.
- G. Flexible Time Scheduling. Four day work weeks or variable hours may be used when the Local President and the involved have mutually developed and agreed upon guidelines, which are within the general parameters established by the Company and the Union at the executive level.

Proposal ID #	Type of Proposal	Bargaining Table	Contract(s)
CC.10.00	Company Counter	UO	UO

Step	Date Proposed	Time Proposed
Proposed	8/9/19	4.29 pm
Status	Status Date	Status Time

Art/App/Doc Modified	Mod of or Counter To
Article 4 Holidays and Vacations	UP10

Summary	
	Add language in Article 4 to allow up to 5 Vacation days to be carried over to the following year and must be taken by March 31 of that year.

Proposal ID: CC.10.00
AT&T Proprietary (Restricted)

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ARTICLE 4
HOLIDAYS AND VACATIONS

B. Vacations

1. Eligibility for vacation shall be accrued as follows:

<u>Seniority/NCS</u>	<u>Vacation Weeks</u>
Less than 6 mos.	0
6 mos. but less than 1 year	1
1 year but less than 5 years	2
5 years but less than 15 years	3
15 years but less than 25 years	4
25 years or more	5

2. Vacations *may only be carried over to the following year as follows:* ~~are not cumulative and may be taken only during the calendar year within which they are due.~~
- a. Employees who become eligible for additional vacation during the month of December may opt to carry that time over to the following year.
- b. *A maximum of 5 vacation days may be carried over to the following year.*
- b.c. Any vacation carried over to the following year must be scheduled and taken by ~~April 1~~ *March 31* of that year.