

CWA AND AT&T MOBILITY

FINAL BARGAINING REPORT

February 22, 2013

The Union and Company met today and reached a new tentative agreement. The terms of the agreement are listed below. Assuming the tentative agreement is ratified, the agreement will become effective on Friday, April 5, 2013. The new agreement will expire February 11, 2017.

The Bargaining Committee unanimously supports the terms of the agreement and recommends a “yes” vote. The ratification vote will be conducted by mail ballot. You will each receive a Final Bargaining Summary along with the ratification vote at the address you have on file with your Local. If you do not receive a ratification ballot, please contact your Local so one can be provided.

Wages/Economic Issues:

1. The General Wage Schedules for all employees will be increased as follows:

	TOP	BOTTOM
2-10-13	2.00%	No Change
2-09-14	2.50%	No Change
2-08-15	2.25%	No Change
2-07-16	3.00%	No Change

Employees currently above the top wage schedule will receive the above general wage increase in a lump sum payment.

All active employees on the payroll at ratification date will also receive a \$1000.00 lump sum payment.

2. Wage Table Adjustment—Bottom two (2) steps of the current wage tables will be removed reducing the progression steps from 15 to 13. Employees currently on steps 1 or 2 of the wage table will be slotted accordingly.
3. Job Upgrades totaling 480 for the following titles:
 - *eleven (11) Customer Support Specialist in Paramus NJ will be upgraded to Business Customer Service Specialist II
 - *Business Customer Support Specialist I in Evansville IN will be upgraded to Customer Support Specialist
4. On Call Pay/Article 19—increased from \$32.00 to \$35.00; Network employees working outside their scheduled hours will also be paid a minimum of one (1) hour pay at their basic wage rate with no change to overtime administration if worked time exceeds 11 hours/day or 40 hours/week
5. Multi Differential/Article 19—increased from \$4.00/day or \$20.00/week to \$5.00/day or \$25.00/week

6. Severance Pay/Article 14—increased from \$600.00 with a cap of \$15,000 to \$700.00 with a cap of \$17,000
7. Transfers/Article 19—new language to address pay treatment on voluntary and involuntary transfers with the same job title to a different Market stating employees pay to remain the same or that they get slotted into the current start rate of the receiving Market; whichever is greater
8. Travel/Article 20—new language to address pay for use of alternative transportation if not driving a personal car
9. Sales Compensation Plan/Letter of Agreement 16—“at-risk” commission increased from \$12,500/year to \$12,750/year
10. Quota Relief/Letter of Agreement 11—monthly sales quota relief changed from 40 aggregate hours/month to 8 aggregate hours/month

Other Issues:

1. Absence/Article 21
 - a. new language to address Leave of Absence; specific to employees not needing to exhaust contractual time off prior to taking a leave of absence
 - b. Funerals; change existing language to extend leave time to no more than two (2) days beyond the day of the funeral rather than day of funeral
 - c. immediate family—change registered domestic partner to legally recognized partner and add new relationship of former legal guardian
 - d. illness and injury—add new language capping paid absence at a maximum of 10 days in a calendar year; no change to existing Net Credited Service and Waiting Day language
2. Attendance Policies—existing attendance policies in effect as of February 10, 2013 will remain in effect without changes until February 10, 2015.
3. Bargaining Unit Positions—agreement to open and fill 4000 requisitions in the states represented by the Orange Agreement over the life of the agreement
4. Pension and Savings Plan—no change to existing language
5. Short Term Disability—no change to existing language
6. Safety/Article 16
 - a. new language stating company agrees to maintain a safe and healthy workplace for all employees
 - b. new inclement weather language to address state or local government declared State of Emergencies; specific to management considering the circumstances of events that prompted the declaration prior to disciplining employees for tardies or absences.
7. Vacations/Article 22—change existing language from “entitled” to “earned” vacation time which would allow employees to select vacation as they do today; however if an employee leaves the payroll for reasons other than death or layoff before using all “earned” vacation time for the year, the company would not be obligated to payout any unused time.

8. Holidays/Article 23
 - a. remove restriction of working all scheduled hours before and after to be paid for Floating and Designated Holidays. All pending grievances and arbitration cases challenging denial of pay for Designated and Floating Holidays as a result of a unilateral change implemented by the company on May 1, 2011 will be settled with the Company paying all identified in the grievances and arbitration cases for the day(s) they lost
 - b. change Holiday posting language from two (2) weeks to three (3) weeks
9. Force Adjustment/Article 14—removed existing language which restricted arbitration on disputes surrounding the return selection of laid off employees
10. Job satisfaction/Letter of Agreement 12—new language covering Sales Floor Observations in addition to Call Quality Observations
11. Strategic Alliance Committee/Letter of Agreement 15—new language allowing one (1) representative from each District represented by the Orange Agreement to meet three (3) times per year with an equal number of company representatives and a chair from each side to discuss subcontracting, performance, attendance and employee career pathing issues
12. New Letter of Agreement/Climbing Boots—Wireless Technicians required by the Company's Environmental Health and Safety policies to wear climbing boots will be provided with one (1) pair per calendar year
13. New Letter of Agreement/Prescription Safety Glasses—Wireless Technicians and Technical – MSC/RNOC's required by the Company's Environmental Health and Safety policies to wear safety glasses for either indoor or outdoor duties will be provided with one (1) pair of each for such duties they perform.
14. Memorandum of Agreement Regarding Neutrality and Card Check Recognition—renewed
15. National Transfer Plan—renewed and placed in contract
16. Letter of Agreement 4/Compensation Committee—add RSSM to committee language
17. Arbitration/Article 9—update language to coincide with current selection process being used by both company and union
18. EWP Trial—upon ratification the company agrees to conduct a trial in three (3) Mobility Consumer Care Call Centers to allow employees flexible use of their Excused Days with Pay (EWP). Additional details will follow to applicable employees once trial locations are determined.
19. New Side Letter—Company agrees to coach employees not meeting performance expectations if employee is not on a step of progressive discipline and the performance issue is a first offense.

All Articles, Letters of Agreements and Agreements not mentioned above will carry forward with the exception of Letter of Agreements 13/CWA-NETT and 14/The Alliance which have been deleted.

