



November 1, 2019

**TO:** AT&T SE Local Presidents, Staff & Secretaries  
CWA District 3

**FROM:** Nicholas E.M. Hawkins, Assistant to Vice-President, District 3

**SUBJ:** BST Vacation Availability

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For more than twenty (20) years, the Union and the company have worked together to ensure that the language in Article 5.07A of the collective bargaining agreement was properly utilized by both parties. Under the established past practice, the company would post the initial vacation availability for work groups and then, at the local level, Union Representatives and Managers would work together to ensure that as many vacation periods as possible were made available during the desirable periods of the year. Local Union Representatives and Managers worked together to shift vacation availability in a manner that was both consistent with service requirements and allowed for employees to select vacation during the desirable periods of the year.

Recently, we received notification that the company has elected to violate the terms and conditions of Article 5.07A by refusing to work with the Union to address vacation availability during the desirable periods of the year. We received a notification from the company, in writing, stating that the initial availability would not be changed in any manner whatsoever. Please see this notification below:

***You are receiving this email as we show that you are the Director and Area Managers of the attached Schedule Groups. The NSG will NOT accept any changes to the attached 2020 Vacation Availability Sheets. The ATO Leadership team advised no changes to the 2020 Vacation Availability Sheets. Any vacation rescheduling will be contractual in accordance of Article 5.07C of the BST Contract. The Vacation Polling for the SE CORE CWA Technicians will begin on 11/1/2019 and will need to be completed by 12/15/2019. Please do not reply to this message with change activity.***

In addition to violating the terms and conditions of the collective bargaining agreement, the company's actions constitute a unilateral change in working conditions without providing proper notification to the Union or the opportunity to bargain. Once we were notified of the company's actions, we attempted to resolve the issue with AT&T Labor Relations. Unfortunately, these discussions concluded with Union receiving the following statement from the company:

***Leadership has asked the local management teams to utilize the schedules they've been provided for the initial scheduling. As we get closer to those desirable weeks and have better knowledge of volumes, we will use 5.07c to open up weeks where we can. Keep in mind there***

***have been many realignments, we have new products being launched (AT&T TV) and until we see how demands evolve, we don't want local managers making assumptions.***

The company's actions will not be tolerated. They show a complete disregard for our members and their families. We have all sacrificed enough for this company, only to have them completely ignore our contract and the established past practice that has worked well for both parties for decades. The District 3 Office will be filing an Executive Level Grievance today on this issue. Additionally, we will be filing unfair labor practice charges with the National Labor Relations Board (NLRB).

As we continue to address this issue, we will notify Staff and Local Presidents of any developments. Should you have any questions or concerns, please feel free to contact me at the District 3 Office.

cc: Richard Honeycutt, Vice President-District 3  
Billy O'Dell, Administrative Director to Vice President  
Angie Wells, Administrative Director to Vice President  
Robert Weaver, District Legal Counsel

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