

Communications
Workers of America
District 3
AFL-CIO

Alabama, Florida, Georgia
Kentucky, Louisiana, Mississippi
North Carolina, South Carolina
Tennessee, Puerto Rico

4100 Perimeter Park S
Atlanta, GA 30341
Phone: 404-296-5553
Fax: 404-299-6165



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TO: AT&T Southeast Local Presidents, District 3 Staff & Secretaries

FROM: Nicholas E.M. Hawkins, Assistant to the Vice President

SUBJ: CWA/AT&T Wireline Bargaining - COVID-19 Vaccine Bargaining Q&A

As you know, we were recently engaged in bargaining with AT&T over their proposal to institute a COVID-19 Vaccine Policy, which included an employer mandate. CWA opposes vaccine mandates as a condition of employment. Ultimately, an impasse was reached at the bargaining table with the company making a last, best, and final offer to the Union. CWA rejected the company's last, best, and final offer. If an impasse is reached, a company is, by law, entitled to implement its final proposal, provided that the company has bargained with the Union. Because CWA would not agree to the Company's insistence on a COVID-19 vaccine mandate, the parties reached an impasse and the company has invoked their legal right under federal labor law, to implement their COVID-19 Vaccine Policy.

Many CWA members across District 3 have questions concerning the company's COVID-19 Vaccine Policy. Additionally, many members have questions related to the negotiations that took place during bargaining. I have attached a document that we have put together in an effort to ensure that every member is provided with answers to their questions. Should you have any questions or concerns regarding this issue, please feel free to contact me at the District 3 Office.

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CWA District 3/AT&T - COVID-19 Vaccine Bargaining - Questions and Answers

1. Why did CWA agree to bargain with AT&T over their vaccine policy?

When an employer wants to implement a policy that is a condition of employment it is required by law to enter into bargaining with the Union. Had the Union declined bargaining, then the Company could have implemented its policy immediately (like they did for management with an effective date of October 15). CWA never agreed with the mandate. Instead, CWA demanded bargaining in order to propose options that were more acceptable to our membership, such as incentives, weekly testing, and antibody testing to name a few. Even though CWA would never agree to a vaccine mandate, CWA was able to negotiate an extension to the mandate deadline until February 1, 2022; a 60 day window; and a rehireable status for employees who choose to exit the Company or who are separated from the Company for not being vaccinated.

2. Why is CWA not filing a lawsuit or trying to use the court system to stop the vaccine mandate?

Under federal law, the legal remedy available to CWA was through the bargaining process established by the National Labor Relations Act, or an unfair labor practice charge if the Company refused to bargain. CWA utilized the full extent of the established legal bargaining process under federal labor law, in an effort to prevent the Company from implementing a mandatory vaccination policy. The parties reached an impasse in negotiations, however, because CWA made it clear to the Company that we would never agree to a mandate. Once the parties reached impasse, under federal labor law the Company implemented its final offer. This is what took place in these negotiations. Because no laws were violated, there was no reason or opportunity for CWA to file a lawsuit.

3. Why didn't CWA call for a strike over the vaccine mandate?

The CWA-BST collective bargaining agreement contains a no strike/no lockout clause, Article 21.05, which is in force and effect during the term of the agreement. No strike/no lockout clauses are common in collective bargaining agreements. The no strike/no lockout clause became common after years of dueling strikes by unions and lockouts by employers in the 1940s and 1950s. As a result, most collective bargaining contracts came to include no strike/no lockout language, which prohibits the union from striking, and prohibits the employer from locking out its workers, during the term of those agreements. The no strike/no lockout clause is part of the framework of the overall agreement, where the parties agree to wages, benefits, and other terms for the duration of the contract; agree to establish a binding grievance and arbitration procedure for any disputes that arise under the agreement; and agree that there will be no disruption to operations for the same duration. In the case of CWA and BST, the no strike/no lockout clause was adopted following the 1955 strike. The deal that CWA struck with BST is reflected in Article 21.05:

“As the parties have agreed on procedures for handling complaints and grievances, they further agree that there will be no lockouts or strikes during the life of this Agreement.”

When the contract expires, the Union can strike; CWA engaged in an unfair labor practice strike in 2019 after expiration of the prior agreement. The legal effect of the no strike/no lockout clause means that during the term of the agreement, however, strikes are not protected under the law. A strike during the term of the agreement subjects the Union to liability for damages claimed by the Company, and striking employees can be disciplined or discharged for engaging in an unprotected strike.

4. If a vaccine mandate is imposed, will the company agree to resume 100% responsibility for any and all bargained employees current and future insurance plans? All employee contributions should be ended immediately.

No. The insurance plan is part of the benefits agreement referenced in Article 19.01 of the CWA-BST Contract, Article 19 of the CWA-AT&T Billing Contract, Section 8.01 of the CWA-BST UFO Network Addendum, and Article 14a of the CWA-Utilities Operations Contract, all of which were bargained in 2019. Because the benefits agreement is part of the current CWA-BST, CWA-UFO Network Addendum, CWA-AT&T Billing, and CWA-Utilities Operations Contracts, and because CWA did not agree to any vaccine mandate, the insurance premiums will remain in place, in accordance with the current contractual agreements until 2024 when those contracts are set to expire.

5. Will there be any exemptions available? If so, what will those be?

There are two options available for employees to request an accommodation:

The Medical Job Accommodations process is available to all employees, in accordance with the Americans with Disabilities Act.

The Religious Job Accommodation process is available to all employees, in accordance with Title VII of the Civil Rights Act.

6. For employees who refuse to become fully vaccinated, will they be terminated?

Yes. The Company's policy states the following:

- If you are not fully vaccinated and compliant with the policy by Feb. 1, 2022, and do not have an approved job accommodation, you will be suspended without pay from your job for up to 60 days to allow time for you to reconsider vaccination. If you DO get vaccinated, you will be permitted to return to the workplace as soon as you are fully vaccinated, have attested to your vaccinated status, uploaded an image of your vaccine card and enabled vaccine perks.
- If you DO NOT get fully vaccinated by the end of this 60-day period – and you don't have an approved job accommodation or permanent work-from-home status – you will be terminated. However, you will not have your rehire indicator marked as “no” due to non-compliance with the policy (i.e., being fully vaccinated, attesting to your vaccinated status, uploading an image of your vaccine card and enabling vaccine perks).

7. How can a member be terminated or punished for refusing to take a vaccine that was never a condition of employment to begin with?

In accordance with U.S. labor laws, companies have the legal right to adapt and/or amend policies. When those policies affect the conditions of employment, a company is required to enter into bargaining with the union. CWA bargained with the company, but would not agree to a mandate, and ultimately reached an impasse. See Question/Answer 1.

8. What will be the consideration given to those who have natural immunity from a previous infection?

AT&T's policy that is being implemented does not take natural immunity into consideration. The Company's policy follows the current CDC recommendations on vaccination. The CDC recommends vaccination, regardless of whether or not an individual has already been diagnosed with COVID-19. If you are unable to take the COVID-19 vaccine for medical reasons, you will need to apply and be approved for a job accommodation.

9. Will customers be made to provide vaccine attestation since they remain the main source of exposure to network technicians?

AT&T policy allows for employees who encounter situations where their health and safety becomes a concern, to utilize the company's alternate dispatch strategy.

In some locations across District 3, it is illegal for a company or its employees to ask a customer about their vaccination status. For example, this is prohibited by Florida state law, and companies could be fined up to \$5,000.00 per infraction.

10. Will hazard pay be included with the Company's mandate to take an experimental vaccine?

No, the company has not agreed to hazard pay.

11. What happens with booster shots? Will they be mandated as well or is this mandate just for the first round of shots? If boosters are left to the discretion of the member, then shouldn't the first round be as well?

The Company's policy states the following:

Fully vaccinated means two weeks following the final dose of a COVID-19 vaccine that has received final approval or approval under an emergency use authorization from the U.S. Food and Drug Administration (FDA). The definition of fully vaccinated will also include future measures authorized by the FDA and recommended by the CDC, e.g. booster shots if so authorized and recommended.

Therefore, booster shots are subject to the guidance of the FDA and the CDC.

12. What options were presented to the Company to avoid a vaccine mandate? Has testing been discussed?

CWA came to the bargaining table with many different proposals to avoid a vaccine mandate, including testing options for unvaccinated employees, and incentivizing the vaccine to increase the number of people who may wish to voluntarily become vaccinated. All of CWA's bargaining proposals that offered alternatives to a mandate were rejected by the Company, with the Company stating that they would consider any proposal that CWA had to offer, but they would not agree to any bargaining proposals that did not include a mandate.

13. If a vaccine mandate is passed, will that cancel the current Work from Home extension?

Under the terms of the Memorandum of Agreement (MOA), the Company has the ability to opt out of the Flexible Workplace Program, more commonly referred to as the Work from Home Program, with a 30-day notice. This provision remains in effect, regardless of whether or not a federal mandate is issued by OSHA. The following is taken directly from the MOA:

The AT&T U.S. Flexible Workplace Program ("Program") is at the discretion of management and is entirely voluntary on behalf of the employee. The Parties understand that the opportunity to participate in the Program may not be available to any or all employees in an organization or center at any given time. However, the Company agrees to provide thirty (30) days' notice prior to a Department or Organization opting out of the program.

14. If the vaccine becomes a "condition of employment" and we do get the vaccine but test positive, will all vaccinated employees be given paid time off? On each and every COVID-19 occurrence?

Absences from duty due to an illness and/or absences excused with pay are addressed in Article 6 of the CWA-BST Contract, Section 5.15 of the CWA-BST UFO Network Addendum, Article 5D of the CWA-Utility Operations Contract, Article 6 of the CWA-AT&T Billing contract. Additionally, the time reporting codes related to COVID-19 are listed in the AT&T COVID-19 Supervisor's Playbook.

15. Is the Company trying to use the vaccine mandate to force network technicians to stay at work?

CWA opposes vaccine mandates as a condition of employment. AT&T's representatives made the following statement at the bargaining table " Vaccines are the best and most effective way for the company to provide a safe work environment for all employees."

16. I am very concerned that giving in to a vaccine mandate will lead to a mass exodus and be a gut shot to this Union. What would stop members from leaving the Union?

CWA did not give in to a vaccine mandate. CWA did not agree to a mandate. CWA utilized the full extent of the established legal bargaining process under federal labor law, in an effort to prevent the Company from implementing a mandatory vaccination policy. The parties reached an impasse in negotiations, however, because CWA made it clear to the company that we would never agree to a mandate. Once the parties reached impasse, under federal labor law the Company implemented their final offer. This is what took place in these negotiations.

The short answer is, nothing could stop members from leaving the Union. Of course, in order to stop dues deduction, the contractual process must be adhered to. What should stop them from leaving the Union, is the fact that this mandate is being implemented by AT&T, not CWA. That said, the real question is “Why would a member want to leave the only organization that is fighting the mandate on their behalf?” CWA is the only reason the company was unable to implement the mandate two months ago when AT&T mandated vaccination for management employees. In all nine states in District 3, not one single state or local government has passed a law or instituted any executive action that would protect our members and prevent private sector employers from implementing vaccination mandates to their employees.

17. If an employee has an approved job accommodation that expires in 6-months, and upon expiration, they request another job accommodation and that request is denied, how is the company going to handle it? Will there be another 60-day suspension period for that employee to become fully vaccinated?

The Company’s COVID-19 Vaccine Policy FAQ’s state the following:

If my job accommodation is denied, do I have to be vaccinated?

If an employee’s job accommodation request is denied, the employee will be given a reasonable amount of time to become fully vaccinated if they cannot be fully vaccinated by the required vaccination date that applies to them. The employee should plan to become fully vaccinated to comply with the policy as soon as possible.

18. If an employee does not become fully vaccinated, is suspended, and then terminated by the company, but then decides to become fully vaccinated, will the company waive the 6-month rehire policy?

The Company is not required to waive the 6-month rehire policy.

19. Will there be a health insurance surcharge applied to employees who do not take the vaccine, similar to the current tobacco surcharge?

No, any additional surcharges to our medical premiums would have to be bargained for, either at the expiration of our contract in 2024, or by agreement in continuous bargaining during the term of the contract. CWA would not agree to any additional surcharges and they have not been proposed by the Company at this time.

20. What medical statistics has the Company provided to back the necessity of a vaccine mandate?

CWA's National Bargaining Team submitted a comprehensive Request For Information (RFI) to AT&T. The company responded to this RFI and provided the Union with statistical information that included: the number of employees who had voluntarily reported vaccination, the number of absences related to COVID-19, the number of employees who submitted health insurance claims related to positive COVID-19 diagnoses, the dollar amounts that were paid to medical providers from health insurance claims related to positive COVID-19 diagnoses, and various other statistics from the CDC.

21. Does the vaccine work in preventing the spread of COVID-19?

Information concerning the effectiveness COVID-19 vaccine can be found on the following websites:

CDC

<https://www.cdc.gov/coronavirus/2019-ncov/vaccines/index.html>

FDA

<https://www.fda.gov/emergency-preparedness-and-response/coronavirus-disease-2019-covid-19/covid-19-vaccines>

22. During the 60 day suspension who pays the employees' insurance premiums?

Employees will remain eligible for health insurance coverage and other benefits during this 60 day period and there will be no changes to an employee's NCS date. The premiums will be covered by the Company during the 60 day period. If an employee becomes fully vaccinated and returns to work, the premiums will be made up through payroll deduction. If an employee does not become fully vaccinated ATT, and is subsequently terminated by the company at the end of the 60 day period, the employee will be charged by AT&T for the unpaid employee contribution portion of the premiums.

23. If an employee is diagnosed with COVID-19, is treated with monoclonal antibodies, and has to wait 90 days to get the vaccine what should they do?

The employee should apply for a Medical Job Accommodation through the Job Accommodation Portal and provide medical documentation to substantiate the accommodation request.

24. If an employee does not become fully vaccinated, is terminated by the Company for misconduct "COBC violation", and does not receive termination pay, what will happen to their pension?

The pension will remain intact for employees who are vested, in accordance with the provisions of the Southeast Program of the AT&T Pension Benefit Plan or the Bargained Cash Balance

Program #2 of the AT&T Pension Benefit Plan. Additionally, the 401(K) will remain intact for employees who are vested, in accordance with the provisions of the BellSouth Savings and Security Plan. The pension and 401(K) plans, as outlined in plan documents, are governed by the terms of the collective bargaining agreement and federal law, not the company's COVID-19 Vaccine Policy or COBC. ** Before making any decisions regarding the pension or 401(K) plans, employees should review the Plan Documents and Summary Plan Description (SPD) for details.

25. Would being suspended for 60 days and then terminated at the end not be considered double jeopardy?

No. A double jeopardy claim could not be substantiated because the Company plans to suspend employees for 60 days because they are not fully vaccinated by February, 1, 2022, and to terminate employees who are on the 60 day suspension, because they are not fully vaccinated by the end of the 60 day period. The Company's policy differentiates the two forms of discipline that stem from two different events.

CWA did not agree to the vaccine mandate, and did not agree that any employee who refuses the vaccine should be disciplined or discharged. Accordingly, any employee who is disciplined or discharged should file a grievance. CWA will pursue all reasonable arguments in support of the grievances which have merit.

26. Who will be liable in the event of severe reactions to the mandatory vaccine?

An employee who suffers a severe reaction caused by the vaccine may have a Worker's Compensation claim against the Company. Worker's Compensation laws are different in each state. Affected employees should consult a Worker's Compensation attorney in their state. Employees may also have claims under federal programs established to compensate persons who suffer serious reactions to vaccines.

<https://www.hrsa.gov/cicp>

27. Can employees demand that the Company sign an assumption of liability agreement prior to being mandated to be vaccinated?

No. The Company will not sign an assumption of liability agreement.

28. If an accommodation is granted and it's at the discretion of the company, could AT&T reassign your place of reporting, department, and/ or title in order to accommodate the exemption?

The Company is required by law to make reasonable accommodations. There is no reason to believe that a reasonable accommodation would require reassigning an employee's place of reporting, department, and/or job title. All employees in the CWA-BST, CWA-AT&T Billing, CWA-BST UFO Network Addendum, and the CWA-Utilities Operations Bargaining Units, in all departments and job titles are subject to the same policy. However, the existing provisions

of each contract, for reassigning an employee's place of reporting, department, and/or job title, remain in effect.

29. If I have medical issues from the vaccine, will I qualify for workman's comp?

See Question/Answer 26.

30. Does AT&T have a predetermined threshold or percentage of employees who will be accommodated in the jobs they currently hold?

No. It would be a violation of the Americans with Disabilities Act (ADA) and/or the Civil Rights Act, for AT&T to arbitrarily establish a predetermined percentage for exemptions and accommodations. In order to comply with these laws, each case must be fully vetted on an individual basis.

31. Why didn't CWA stop the vaccine mandate like the Postal Workers Union did for their members?

The U.S. Postal Service workers are not exempt from the Presidential Order. CWA members and the U.S. Postal Service workers will be subject to the same OSHA standards that are applicable to private sector employers with 100 or more employees. The confusion on this subject stems from a story in the Washington Post that has been retracted, as it was published in error.

32. How can the company have a vaccine mandate when the only FDA approved vaccine "Comirnaty" is not on the market?

Please see the information below, taken directly from the FDA website:

[How is Comirnaty \(COVID-19 Vaccine, mRNA\) related to the Pfizer-BioNTech COVID-19 Vaccine?](#)

The FDA-approved Comirnaty (COVID-19 Vaccine, mRNA), made by Pfizer for BioNTech and the FDA-authorized Pfizer-BioNTech COVID-19 Vaccine under EUA have the same formulation and can be used interchangeably to provide the COVID-19 vaccination series without presenting any safety or effectiveness concerns. For purposes of administration, doses distributed under the EUA are interchangeable with the licensed doses. The [Vaccine Information Fact Sheet for Recipients and Caregivers](#) provides additional information about both the approved and authorized vaccines.

[Is Comirnaty interchangeable with other COVID-19 vaccines?](#)

Comirnaty has the same formulation as the FDA-authorized Pfizer-BioNTech COVID-19 vaccine and can be used interchangeably to provide the COVID-19 vaccination series without presenting any safety or effectiveness concerns. The products are legally distinct with certain differences that do not impact safety or effectiveness.

33. If I am terminated after the 60-day suspension period, will I have Article 7 recall rights?

No. The recall rights prescribed in Article 7.02 of the CWA-BST Contract are only applicable to employees who are laid off in accordance with the Force Adjustment procedures of Article 7. An employee who does not become fully vaccinated after the 60day period, who is subsequently terminated by the company, will be marked as rehirable but will not have recall rights or receive priority consideration for vacancies.

34. If I am terminated at the end of the 60 day period, but take the vaccine at a later time and then reapply with the Company, will I get all of my seniority?

An employee who is rehired by the Company will be considered a 2019 new hire under the terms and conditions of the 2019 CWA-AT&T Benefits Agreement. Please see the information below concerning breaks in service and the bridging of seniority, taken directly from the Southeast Program of the AT&T Pension Benefit Plan SPD:

How Breaks in Service Affect Your Service

Determining Your Vested Interest

The information below explains how breaks in service affect your service for the purpose of determining whether you have a Vested Interest.

Before you have a Vested Interest

If your break in service is five (5) or more years, your prior Years of Vesting Service will not be counted. If your break in service is less than five (5) years, your prior Years of Vesting Service will be determined under the applicable bridging rules. Please contact the record keeper for more information.

After you have a Vested Interest

You will continue to have a Vested Interest and your prior break in service will have no effect.

Determining Your Term of Employment

In General

If you have a Termination of Employment or go on an unpaid Leave of Absence and you are rehired by a Participating Company or otherwise return to work, that absence will be considered a break in service. In that case, your Term of Employment will be determined only from the date you return to work. Your Term of Employment before the break in service will not be counted except as follows below:

Following an absence of six months or less

The absence will be treated as an absence and not a break in service, and your prior Period of Service will be included in your Term of Employment immediately upon rehire. However, the period of absence will not be included.

Following an absence of more than six months

Your Term of Employment will only include service after your rehire. Your Period of Service before the break in service is not counted. However, if you complete three (3) years of continuous service after rehire, your prior service will be adjusted to include that prior period of employment.

35. Can I start my five (5) weeks of vacation on January 31, 2022 and then retire in March 2022?

Employees who are not fully vaccinated by February 1, 2022 will be suspended by the company and thus ineligible for vacation.

36. If I reach retirement eligibility, either by reaching 30 years of service or the modified rule of 75, within the 60-day suspension period, can I retire with my full benefits?

Yes, the terms and conditions of the 2019 CWA-AT&T Benefits Agreement govern the benefits provided to employees who retire during the life of the 2019 CWA-BST, CWA-AT&T Billing, CWA-BST UFO Network Addendum, and the CWA-Utilities Operations Contracts. There is no provision that prohibits an employee who retires while suspended, from being eligible for the post-retirement benefits that were negotiated as part of the 2019 CWA-BST, CWA-AT&T Billing, CWA-BST UFO Network Addendum, and the CWA-Utilities Operations Contracts.