

CWA & AT&T Southeast Tentative Agreement

Questions & Answers

Question #1 - Will the retro pay be applied to those employees who were surplused this last go round and entered the job bank on September 26, 2015?

Answer #1 – yes

Question #2 - Why is retro pay only back to September 6, 2015?

Answer #2 – Because the annual raises were moved back to September in 2009 bargaining.

Question #3 - When will we have open enrollment for second healthcare option?

Answer #3 – Assuming the Tentative Agreement ratifies on December 4, 2015, Health and welfare benefits provided pursuant to the Agreement will be effective on June 1, 2016. The enrollment opportunity for those benefits will likely occur in April or May 2016. During that enrollment period, all employees covered by the ratified contract will have an opportunity to elect Option 1 or Option 2 of the Medical Program.

Question #4 - What is the pay rate for the 26 weeks of Short Term Disability (STD) for new hires?

Answer #4 –

*2015 new hires with 6 months to 2 years service will receive 60% pay for 26 weeks.

*2 years to 5 years service will receive 4 weeks at 100% pay and 22 weeks at 60% pay.

*5 years to 15 years service will receive 13 weeks at 100% pay and 13 weeks at 60% pay.

*15 years or more service will receive 26 weeks at 100% pay.

Question #5 – Is there a determining factor for the new EWD days gained in Article 5.05H1, or will it just be granted when requested?

Answer #5 – The days will be granted as they are today, under article 5.05H2-5

Question #6 - What ways will requests for time off be handled in the new language in 5.07F1?

Answer #6 – Requests for time off will be submitted via a process established by the Company (e.g. direct notice to supervisor, toll free number, or automated system). The immediate supervisor, however, retains the discretion to grant an employee’s request for time off notwithstanding the process established.

Question #7 - What is considered election training in Article 6.04A4?

Answer #7 – Training for service at the polls in connection with Federal, State, Municipal, County, or Parish elections.

Question #8 - What is meant by the word “assigned” in Article 7.01C1? Does it mean forced?

Answer #8 – Yes - To an equal level vacancy that they qualify for, inside their family of skills, (In any organizational unit), in the exchange or an exchange within 35 miles.

Question #9 - Article 7.01N - Does this give the candidate priority consideration or will they be placed in a pool?

Answer #9 – They will be given consideration after all priority candidates in that state have been considered, but before regular Article 12 candidates.

Question #10 - 8.03A1e - Is there a certain mileage limitation to this in state ESIPP or is it the whole state?

Answer #10 – This ESIPP may be in any organizational unit, in the employees’ skill group, in any exchange/WRA in their home state (No radius the whole state).

Question #11 - Was the Field Service Technician (FST) discussed at the table during bargaining?

Answer #11 – Yes, there were six on the payroll as of 5/31/2015. 4 in Louisiana, 1 in Charlotte, & 1 in Huntsville. All six of them are temporaries.

Question #12 - Will the company be adding headcount to the Field Service Technician (FST) title?

Answer #12 – At the time the agreement was bargained, their answer was NO.

Question #13 - Is the \$0.75 raise above the General Wage Increase (GWI) retro?

Answer #13 – Yes

Question #14 - Section 4.01 - Will this posting electronic or a hard paper copy?

Answer #14 – Electronic, the change is that it will now be posted 2 weeks out and not in the method of delivery.

Question #15 - On the 40 hour work week for Wire Techs, will the company still ask for volunteers to go home when work is slow?

Answer #15 – Yes, but the technician cannot be forced to take off. It's like a core tech that is asked to take E-time, if he/she accepts E-time they will not get 40 hours either.

Question #16 - Section 6.03 - On the 3 week layoff notification, does this include coverage for Wire Techs (WTs) meaning surplus coverage.

Answer #16 – They will be given a three week notice but no surplus coverage, as article 7 does not apply to Wire Techs.

Question #17 – Memorandum of Agreement (MOA) for Facility Tech (FT), Service Tech (ST), and Outside Plant Tech (OPT) bumping a Wire Tech - Is there a defined radius for this bump?

Answer #17 – Yes, first these employees can bump within 35 miles, if there are no junior Wire Techs within 35 miles they would then be able to bump the junior Wire Tech in the state.

Question #18 - Is the pension band change immediate for those who voluntarily move from wage scale 23 to wage scale 27?

Answer #18 – The new pension band will be effective on the date of the reclassification.

Question #19 - Is the wage scale 23 to wage scale 27 a pass/fail in regards to training for ws27?

Answer #19 – No

Question #20 - Will employees receive term pay if there is a pass/fail and the employee fails the training for wage scale 27?

Answer #20 – It's a voluntary move and is not a pass/fail.

Question #21 - Currently core techs don't weld fiber drops, we crimp an end on it. Can the Wire Techs do this now?

Answer #21 – Yes

Question #22 - Is there a signing bonus?

Answer #22 – No

Question #23 - Will there be another open enrollment for benefits?

Answer #23 – Yes

Question #24 - If there is another open enrollment for benefits and it's in 2016 will employees have to start all over with meeting deductibles and out of pocket maximums?

Answer #24 – For all employees, the deductible and out-of-pocket dollars accumulated during the same calendar year prior to the mid-year plan change will count toward the increased deductible and out-of-pocket maximums provided the employee and dependants stay in the same coverage

option (self funded vs. HMO). Employees who change coverage options during the mid-year election period (self-funded to HMO or vice versa) would have deductibles and out-of-pocket dollars start over.

Questions #25 - Since most employees have already selected their coverage through open enrollment, will they need to go back in and select a new option?

Answer #25 – Assuming the Tentative Agreement ratifies on December 4, 2015, Health and welfare benefits provided pursuant to the Agreement will be effective on June 1, 2016. The enrollment opportunity for those benefits will likely occur in April or May 2016. During that enrollment period, all employees covered by the ratified contract will have an opportunity to elect Option 1 or Option 2 of the Medical Program.

Question #26 - What does Large Business consists of? (Is that CPE or...)? Regarding Article 5.05H - All employees, except Large Business and DSG, may designate 3 EWDs to be used flexibly. (Currently 1 or 2 depending on organizational unit.)??

Answer #26 – Large Business is a sales organization that does not include CPE. CPE's flexible time is governed by page 362 of the contract. All the employees that are not exempt in this language can now use 3 EWDs days flexibly.

Question #27 - Are the Digital Techs (DTs) going to have an "*" grouping people who have to climb with people who don't? How will they bump?

Answer #27 – Yes they will now be grouped with the Systems Techs. Bumping will be done by seniority. For a Systems Tech to bump a Digital Tech (DT), they will first have to qualify.

Question #28 – Please clarify placing and repairing fiber drop. Will Wire Techs be able to splice fiber drop?

Answer #28 – Yes, Wire Techs could splice their fiber drop but cannot splice the drop to a fiber cable and they cannot perform fusion splicing.

Question #29 - What did we get for consumer?

Answer #29 – More EWD days to be used flexibly. Enhancements to Articles 7 & 24. A letter to choose a furlough day by seniority when subject to a Saturday scheduling. A flex vacation day letter.

Question #30 - Are we going to have double deductibles with the benefits plan being implemented in June 2016?

Answer #30 - For all employees, the deductible and out-of-pocket dollars accumulated during the same calendar year prior to the mid-year plan change will count toward the increased deductible and out-of-pocket maximums provided the employee and dependants stay in the same coverage option (self funded vs. HMO). Employees who change coverage options during the mid-year election period (self-funded to HMO or vice versa) would have deductibles and out-of-pocket dollars start over.

Question #31 – Can you list the Organizational Units?

Answer #31 – Organizational Units are listed in Article 1.17 and have not changed.

Question #32 - If a Wire Tech (WT) cuts a pair change does the system automatically generate a ticket for a core tech to go fix the pair?

Answer #32 – No

Question #33 - Are the Wire Techs (WTs) going to perform DirecTV work?

Answer #33 – Direct Broadcast Satellite (DBS) was added to the Wire Tech scope of work.

Question #34 - Explain how the Digital Tech (DT) bumping works now that they are skill group 9?

Answer #34 – The bumping process in Article 7 remains the same. The assignment to skill group 9 does not change this process.

Question #35 - Why is Digital Tech (DT) title not included in the no layoff letter?

Answer #35 – The scope of work for Digital Techs (DTs) has not changed. The Union proposed a no layoff clause for all employees but this was rejected by the company.

Question #36 - When will we receive a list of the names of members with Net Credit Service (NCS) date issues created by being part time?

Answer #36 – You will receive this information after ratification of the contract. The company has agreed to answer any questions regarding the list.

Question #37 - Did the Wire Tech (WT) time in title change?

Answer #37 – No

Question#38 – If an employee retires between contract expiration and ratification; are they treated as an eligible retired employee under the 2015 Benefits Agreement?

Answer #38 – As a result, if an employee who meets the applicable requirements to be eligible for post-retirement benefits and works at least one day under the new contract period (after 8/8/15) and terminates employment during the contract period (on or before 8/3/19), they would be considered an eligible retired employee under the 2015 contract.

Question #39 – Will all of the tiered medical plan cost structures be combined into two plans consisting of 1. Employees hired prior to 2015 contract and 2. 2015 new hires?

Answer #39 – Assuming the Tentative Agreement ratifies on December 4, 2015, 2012 New Hires, 2009 New Hires, and Current employees will all have the same medical plan cost structure, which is separate from the medical plan cost structure for the 2015 New Hires (Employees hired after ratification).

Question #40 – Article 7.01C1 - Did the family of skills change at all in the entire contract?

Answer #40 – No

Question # 41 – Appendix A part III - Exactly who is being added?

Answer #41 – Digital Techs (DTs) are now in both skill groups 3 and 9.

Question #42 – Section 4.06 - Does the time differential change for the core employees as well as the Wire Techs (WTs)?

Answer #42 – No

Question #43 – Is the percentage still the same to bump Wire Techs (WTs)?

Answer #43 – Yes but it only applies to the Outside Plant Tech (OPT) title. Facility Techs (FTs) and Service Techs (STs) have no percentage cap.

Question #44 – Why does the Utilities report read “Your Bargaining Team” unanimously recommends ratification of this “TA” but the others don’t?

Answer #44 – All of the bargaining team members unanimously recommend ratification of the tentative agreements.

Question #45 – When does the one year no surplus time frame begin?

Answer #45 – The no layoff letter starts August 9, 2015.

Question #46 – Why did we bargain Wage Scale 31 for Service Techs (STs) last contract and then give the Wire Techs (WTs) that same work for less money?

Answer #46 – In 2012 when the Service Techs (STs) were moved to Wage Scale 31, Facility Tech (FT) job duties were added the Service Tech (ST) job description.

Question #47 – What work will the Service Techs (STs) be performing now as we have given away everything but POTS, which is scheduled to be abandoned, come 2020?

Answer #47 – Service Techs (STs) will be doing the same work that they are doing today. There was NO change to the Service Tech (ST) job description.

Question #48 – What percentage of Service Tech (ST) work was given up in regards to pair changes, port swaps, and fiber drop? What did we get in return?

Answer #48 – We did not agree to remove work from any title. We did agree to allow Wire Techs (WTs) to be able to perform some of the same job functions. Gains are contained in all of the additional work rules within the OFO Network Addendum (i.e. guaranteed 40hrs, 14hr weekly overtime cap, etc.)

Question #49 – For the Wire Techs (WTs), does the night differential pay for all hours worked that day or just the hours worked between 6pm-6am?

Answer #49 – Under the tentative agreement, page 328, Section 4.06 will say, “Employees who are SCHEDULED to work an evening or night assignment in which more than fifty (50) percent of the time falls between the hours of 6:00 p.m. and 6:00 a.m., shall receive a DAILY PREMIUM PAYMENT of TEN (10) PERCENT of their base wages for each day worked.”

Question #50 – Apparently no Wire Techs (WTs) were aware of night differential prior to these negotiations, can we file grievances backdated to ratification of 2012 contract?

Answer #50 – No.

Question #51 – Does pay protections for surplus employees taking a Wire Tech (WT) position include all core titles? Is it full pay for the life of the contract or does it downgrade to current Wage Scale 6? What core rights are retained?

Answer #51 – 1 - Yes, see pages 341-343, Section 10.01-10.01I and page 344, Section 11.01I; the economic and pay protections are provided to all surplus BST employees. All surplus BST employees may, with these protections, accept vacancies that exist in the Wire Tech (WT) title. Service Techs, (STs), Facility Techs (FTs), and Outside Plant Techs (OPTs) may, with these protections bump a junior Wire Tech (WT). 2 – Employees will keep their current rate of pay; their pay will not be downgraded. 3 – See pages 344-345, Sections 11.01IA-K, which lists all of these protections.

Question #52 - What is intent of including the Digital Tech (DT) title in Family of Skills Group 9? Could this affect DEG Digital Techs (DTs) as well?

Answer #52 – To broaden potential bumps for those Digital Techs (DTs) in the CPE organizational unit in the event of a surplus in their organizational unit. Yes, you still would not be able to bump across organizational units.

Question #53 – What is different about the healthcare and pay raises?

Answer #53 – We were able to hold the company to increasing healthcare costs by 1.5% in the first year and 1% each year thereafter. Healthcare cost share percentages are based on the total cost of the healthcare plan for all AT&T wireline employees. The wage package includes a 3%, 3%, 2.25%, and 2.5% increase, plus the additional \$0.75 for Wire Techs (WTs).

Question #54 – Where is our bonus? I am not interested in a bogus SSP bonus.

Answer #54 – The SSP has been the negotiated bonus since the 2009 contract.

Questions #55 – When you have loaner Wire Techs (WTs) in your wire center, currently our own regular Wire Techs (WTs) do not have to get a call out on their off days, even with loaners here. Are there any changes with that?

Answer #55 – No

Question #56 – Is the Wire Tech (WT) scope of work currently protected work? Meaning that it cannot be contracted out, we have some worried that fiber drops would be able to be contracted out if it moves to Wire Tech (WT) scope because their work is unprotected.

Answer #56 – See page 330, Section 4.13 “where the needs of the business require, the Company may subcontract U-verse Field Operations work. In the event contractors are used, they may ONLY perform work on the customer side of the Network Interface Device (NID)”.

Question #57 – Are Digital Techs (DTs) being moved to skill group 9, or will they now be in 3 and 9?

Answer #57 – They will be in both skill group 3 and 9.

Question #58 – In the two Healthcare Options, will the company portion continue to be 90% for both options?

Answer #58 – Yes, but no individual can receive benefits until the Family Annual Deductible is met in option 2.

Question #59 - Why is utilities capped at 18 hours forced overtime?

Answer #59 - Our top priorities entering Utility Operations bargaining were to improve safety, improve pension and benefits, improve mandatory overtime, improve job security and improve paid time off. We passed proposals on each of these issues, in addition to many others.

Our initial proposal to improve the unlimited overtime (there is no language in the 2012 CBA regarding overtime limits) included language from the BellSouth Telecommunications LLC agreement (Article 4.06C3) that limits overtime to 12 hours for 9 months a year and 10 hours for 3 months a year. Our proposal also included language in the Network Addendum of the Core Contract that states "No employee will be required to work more than 2 consecutive 6th days without his/her consent". The Company countered with 20 hours and no 6th day language. The Union countered with 14 hours and the Company subsequently countered with 18 hours. We were advised by the Company this was their best offer on the issue and the CWA Bargaining Committee was left with a take it or leave decision to make. In light of the fact the previous contracts had no overtime limits, we accepted their last offer.

We also passed a proposal to improve the overtime situation by requiring double time pay for all time worked in excess of 49 hours. The Company flatly rejected this proposal and referenced the original intent of bringing this work into the Bargaining Unit. This included an agreement between CWA and BellSouth that it would be done in a cost efficient manner with fewer work rules than the Core Contract. We amended this proposal and resubmitted it to pay double time for all time worked in excess of 54 hours. Again, the Company flatly rejected this proposal stating the cost factor as their reason.

The Company subsequently agreed to a major improvement regarding safety (adding a Utility Operations member in the Core Article 16 Joint OSH Committee), a substantial improvement in the pension plan for the majority of our members, and providing an additional Personal Paid Day.

We fought back against Company demands that would have negatively impacted our members both financially and otherwise. The Company repeatedly made veiled threats regarding the cost structure of the business operating as a represented unit versus using non represented labor. We

did not land where we hoped for on this issue, but we did make an improvement as well as significant improvements in other contractual language.