



After almost a year of hard bargaining and unprecedented mobilization, we have reached a groundbreaking tentative agreement for members under the Orange contract at AT&T Mobility. Never before have we seen this level of mobilization for a fair contract, and never before have we won so much at the bargaining table.

**This groundbreaking agreement was the result of the unprecedented pressure you and your coworkers put on the company and you should feel very proud of what you accomplished.**

Together, we showed that we can make improvements at work when we stick together and mobilize. If you took part in mobilization activities, walked a strike line, wore a button or a sticker, passed out flyers, or called your managers demanding a fair contract - this is your victory.

Our bargaining team could not have achieved this breakthrough tentative agreement without the hard work that you did fighting for a fair contract.

We didn't win everything of course, but we moved forward together and will keep up the fight.

**When We Fight, We Win.**

**CWA**

# Summary of Tentative Agreement

---

## 1. Duration of Contract

The terms of the contract will become effective upon ratification and will remain in effect until 11:59pm on February 12, 2021.

## 2. Wages and Other Compensation

The combined 4-year wage increase will result in a compounded 10.1% base wage increase by the end of the contract. A bonus of \$1,000 will add to wage gains if the contract is ratified by January 12, 2018. For retail sales consultants and Cricket COS sale advocates, base wages will also be improved by converting a portion of commission or “at-risk” pay to base pay.

★ **This was a major bargaining demand for the union, and a significant improvement.**

### a. General Wage Increase.

The increases listed below will be applied to the top in the basic wage schedules on the date indicated. There will be no increase at the start rate, and all other steps will be exponentially increased:

- 2.25% retroactive to February 12, 2017
- 3.0% effective February 11, 2018
- 2.25% effective February 10, 2019
- 2.25% effective February 9, 2020

### b. Ratification Bonus

\$1,000 will be paid if the contract is ratified by January 12, 2018. The bonus is available to all employees on the payroll as of the ratification date and the payout date.

### c. Relief Differential

The 10-percent relief differential for workers who assist or relieve a manager will now apply to each hour or fraction thereof that the worker performs these duties.

### d. On Call Duty

The daily rate for on-call pay will be increased \$2 per day, from \$35 per day to \$37 per day. This is in addition to any compensation for the actual duty.



### 3. Employment Security

#### a. Job Guarantee/Employment Security Commitment for Retail and Call Center Workers

In the event of a layoff or surplus as a result of retail store or call center closure, or in the event the company eliminates or vacates a job title, the company will offer affected workers positions available at any Mobility work location covered by a CWA labor agreement within the continental U.S.

The offer is available to specific job titles and the affected employees must meet expectations for current job and must be qualified for the job being offered.

Affected employees have 1 working day to accept the job offer. Testing for the new job may be required, but the re-test waiting period is waived for employees acting under this ESC.

The company will try to provide job offers as close as possible to the employees current work location.

★ This is a new item in our contract, and a major improvement. No wireless worker in the country has this kind of employment security.

#### b. Call center call share commitment

In a first-ever agreement in the wireless industry, AT&T has guaranteed the level of calls coming into call centers covered by the Orange contract. During the course of our negotiations, it was determined that currently orange contract call centers handle 5 percent of all Mobility calls.

The company agrees to bring the level of call flow to at least 7% through 2018 and to no less than 9% beginning in 2019. The company will provide quarterly reports to CWA so that the union can ensure compliance. If the call flow percentage should fall below the agreed upon levels, there will be no involuntary surpluses declared unless there is an extraordinary drop in total call volume or other adverse economic reasons for the decline.

**★ This is a new item in our contract, and a major improvement. No wireless worker in the country has this kind of employment security.**

### **c. Force Adjustment Article for All Employees**

Previously in the event of surplus, it was up to the company whether employees would have the opportunity to resign and receive a severance payment. Under this agreement it will be mandatory for the company to offer this option. The offer is made based on seniority up to the number needed to alleviate the surplus.

If the surplus remains, the company will eliminate temporary workers and contractors. This step is unchanged from the current agreement. If the surplus still remains, the company is now required to give priority placement rights for lateral and downgrade job vacancies.

In addition, the maximum severance payments have been increased to \$18,000 from \$17,000.

## **4. Healthcare**

The terms of the health care plan for the years 2017 - 2020 were bargained and ratified in 2016 as part of the National Benefit Bargained Plan (NBBP). It applied to all CWA Mobility contracts across the country. That agreement included an “unwinding” provision which returned bargaining over all benefit plans to each mobility contract.

This agreement covers the plan in 2021 only – the last year of the contract. Under this agreement the plan design in 2021 remains unchanged from the previous year for both the Option 1 and Option 2 plans. Employee contributions increased \$1 – 3 per month for single coverage and \$3 – 7 per month for family coverage.

	Option 1 Plan				Option 2 Plan			
	Ratified in 2016 under the NBBP			Proposed Agreement 2021	Ratified in 2016 under the NBBP			Proposed Agreement 2021
	2018	2019	2020		2018	2019	2020	
<b>Monthly Contributions for Current Employees</b>								
Employee Only	88	98	110	111	44	57	70	73
with Child(ren)	150	168	188	191	75	97	120	125
with Spouse	241	269	302	305	121	156	193	200
with Sp & Ch(s)	256	286	321	324	128	166	205	212
<b>Monthly Contributions for Employees hired after January 1, 2017</b>								
Employee Only	121	126	132	134	77	85	93	96
with Child(ren)	207	215	226	230	132	145	159	164
with Spouse	333	346	362	368	211	233	255	263
with Sp & Ch(s)	352	368	384	391	224	247	271	279
<b>Monthly Surcharges</b>								
Tobacco Use		50		60		50		60
Working Spouse	0	100		100	0	100		100
<b>Annual In-Network Medical Deductible</b>								
Employee Only	650	700	750	750		1,300		1,300
All Other Tiers	1,300	1,400	1,500	1,500		2,600		2,600
<b>In-Network Medical Coinsurance</b>								
All Tiers		10%		10%		10%		10%
<b>Annual In-Network Medical Out-of-Pocket Maximum (Includes Deductible)</b>								
Employee Only	3,250	3,500	3,750	3,750		6,450		6,450
All Other Tiers	6,500	7,000	7,500	7,500		12,900		12,900
<b>Annual Prescription Drug Deductible</b>								
Employee Only		None		None		Shared w/ Medical		Shared w/ Med
All Other Tiers		None		None				
<b>Prescription Drug Copays (30-day Retail, 90-day Mail Order)</b>								
Generic		10, 20		10, 20		9, 18		9, 18
Preferred Brand		35, 70		35, 70		35, 70		35, 70
Non-Preferred	60, 120	70, 140		70, 140		70, 140		70, 140
<b>Annual Prescription Drug Out-of-Pocket Maximum</b>								
Employee Only		1,200		1,200		Shared w/ Medical		Shared w/ Med
All Other Tiers		2,400		2,400				

**Tobacco Surcharge:** Smokers will self-identify in open enrollment. The surcharge will be waived if the employee enrolls in a free smoking cessation program.

**Working Spouse/Legal Partner Surcharge:** The surcharge will be waived if employee attests that their partner does not have access to other employer-based coverage.



## 5. Contract Changes Relating to Retail Workers

### a. Adjustments to “At-risk” Commissions for RSCs

A \$2,500 annual wage increase will be added to each step of the Retail Sales Consultants (RSCs) wage table effective 2018 and the “at-risk” commission minimums are reduced by \$2,500, from \$12,750 to \$10,250. The 2018 General Wage Increase will be applied after this adjustment to the wage tables.

★ This is a significant improvement in the standard-of-living for retail members. This money will be guaranteed from now on and will accumulate base wage increases in the future.

### b. Adjustment to Wage Table for COS Sales Advocate

A \$500 annual wage increase will be added to each step of the COS Sales Advocate wage table effective 2018 and the at-risk target amount will be decreased by an equal amount. The 2018 general wage increase will be applied after this adjustment to the wage tables.

★ This is a significant improvement in the standard-of-living for Cricket members. This money will be guaranteed from now on and will accumulate base wage increases in the future.

### c. Monitoring on the Sales Floor

Monitoring of employees to ensure high quality sales performance is allowed, but the number of evaluative observations that may be observed is limited to six per month. Management determines the method of evaluation and what is observed.

★ This new agreement restricts evaluative observations members can be subjected to, and is a significant improvement.

#### **d. Improved retail and call center attendance plans**

The attendance policy is changed. Points will be assessed to unexcused absences in the following manner: one point for the first day of unexcused absence and one-half point for each subsequent day of the same occurrence (example: for an unexcused absence of three consecutive days, an employee will be assessed two points). This policy will remain in effect for at least 3 years.

Individuals in stores and call centers who are on final written warning for attendance will have their total points reduced by one point upon the ratification of the contract in January 2018.

★ **This will result in less points for members who take consecutive sick days. Members who fall under these attendance policies who are on a final written warning will have their total points reduced by 1 point upon ratification. Big win here!**

## **6. Contract Changes Relating to Call Center Workers**

### **a. Call Center Monitoring**

The Letter of Agreement regarding monitoring limits the number of evaluative observations that can be observed in a month to 8. Selection of calls to be observed will alternate between management and the employee, with management selecting the first call. Management determines the method of evaluation. Any additional calls observed cannot be used for discipline except in cases of misconduct.

★ **This is a major first-time achievement. Our contract will now restrict evaluative monitoring in the call centers. This will mean less stress in the workplace and an improvement in day-to-day life for call center workers.**

### **b. Rules for Employees Performing MI60 Duties**

MI60 duties will be performed by bargaining unit employees only on a voluntary basis and subject to final selection by management. Such assignments will be rotated quarterly and aligned with shift bids. A shift differential will be paid. Duties will include assisting management with floor support, chat support and handling escalations. No other management duties are included – not coaching, observing, or any other documentation of performance.

### **c. Call Center “Mini Shift Bids”**

In order to protect seniority and scheduling, when new hires are brought into a center; management will initiate a process to place them in open slots after existing employees have had an opportunity to bid on the open slots based on seniority order. Any slots available after the “mini-shift bid” will be filled with New Hires.

★ **Preserving seniority rights has been top issue for union members. This provision protects employees during interim shift-bidding when new hires are scheduled.**

### **d. Improved Retail and Call Center Attendance Plans**

The attendance policy is changed. Points will be assessed to unexcused absences in the following manner: one point for the first day of unexcused absence and one-half point for each subsequent day of the same occurrence (example: for an unexcused absence of three consecutive days, an employee will be assessed two points). This policy will remain in effect for at least 3 years.

Individuals in stores and call centers who are on final written warning for attendance will have their total points reduced by one point upon the ratification of the contract in January 2018.

★ **This will result in less points for members who take consecutive sick days. Members who fall under these attendance policies who are on a final written warning will have their total points reduced by 1 point upon ratification. Big win here!**

## **7. Contract Changes Relating to Technicians**

### **a. Trial of Small Cell Aerial Work**

In 2018, the company will conduct a trial of small cell work requiring aloft and/or bucket trucks. The trial will include training of the workers, determining the scope of the trial, meeting with CWA to discuss expectations before the trial and meeting quarterly with CWA as the trial progresses. The first meeting is set for 90-days after ratification or sooner.

### **b. Safety Equipment for Supply Chain Employees**

Supply Chain employees are now eligible for safety glasses and safety footwear under similar terms to Wireless Technicians: one pair of clear lens prescription safety glasses for use indoors; or, if duties are performed



outdoors, one pair of clear lens and one pair of dark lens or one pair of photocromatic lens glasses; one pair of safety footwear per calendar year.

**c. Protecting Seniority in Workforce Imbalance Situations**

Temporary moves will be done by seniority. If a temporary imbalance lasts for more than 6 month, the move will be made permanent with another canvas by seniority. Anyone reassigned will have the right to retreat to previous position if it opens up within a year of reassignment.

**8. Provisions Relating to New Hires**

Keeping in line with other AT&T core bargaining tables, the following changes are made for new hires.

**a. Paid Sick Time**

For employees hired after January 1, 2018, the amount of paid sick leave has been reduced to a maximum of five paid days per year. These amounts are pro-rated for part-time workers.

**b. Short-Term Disability Plan**

Employees hired after January 1, 2018 will also be enrolled in a reduced short-term disability program which will replace pay for up to 26 weeks based on length of service, as follows:

<b>Employee Service</b>	<b>100% of Pay</b>	<b>60% of Pay</b>
6 mos to less than 2yrs	0 weeks	26 weeks
2 yrs to less than 5 yrs	4 weeks	22 weeks
5 yrs to less than 15 yrs	13 weeks	13 weeks
15yrs or more	26 weeks	0 weeks

After 26 weeks of disability absence, pay will be replaced under AT&T's long-term disability plan at 50%.

**9. Other Contract Changes**

**a. Hours of Work Under Temporary Conditions**

In the event the company determines emergency business conditions require a change in schedules of hours worked, management may adjust schedules on a temporary basis, but a new provision requires management to explain the business needs and the expected duration of the temporary condition so that workers can better prepare and plan for the temporary schedule change.

### **b. Non-Discrimination**

The language regarding non-discrimination has been expanded to include gender identity and expression among the protected classes in our collective bargaining agreement.

### **c. Right to Pay for Unused Vacation or EWP**

The agreement includes a waiver for employees in States that require payment of unused vacation time who are dismissed for Code of Conduct violations. Currently, California is the only State that required these payments. Under this waiver, all employees will be treated uniformly throughout the country.

Employees who leave for any other reason retain their right to payment in lieu of vacation. The same principle holds for treatment of cash in lieu of Excused Days With Pay (EWP).

## **10. Improvements in Union Administration of the Contract**

### **a. Time Off for Union Activities**

Current language allowing paid time off for union activists and officers in order to enforce the contract or advance union programs has been improved to allow for up to 2 representatives per local to be paid up to 960 hours per year for union activities. If the Local Union president is also covered by the contract, then the local may have up to three representatives per year off for up to 960 hours each.

### **b. Grievance Process**

In an effort to streamline the grievance procedure, the company and union agree to implement a two-step procedure, down from three-steps. This new procedure will be effective for grievances brought under the 2017 labor agreement.

