

2012

LABOR AGREEMENT

Communications Workers of America
District 6



And

AT&T Mobility, LLC



Effective Date: February 25, 2012
Expiration Date: February 26, 2016

ARTICLE 1
AGREEMENT

THIS AGREEMENT is made and entered into effective **February 25, 2012** by and between AT&T MOBILITY, LLC (hereinafter referred to as the "Company," the "Employer," or "Management") and COMMUNICATIONS WORKERS OF AMERICA (hereinafter referred to as the Union).

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ARTICLE 2 RECOGNITION AND ESTABLISHMENT OF THE UNIT

Section 1. The Company recognizes the Union as the sole collective bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for those employees presently employed by the employer, and the work they perform, in Arkansas, Kansas, Missouri, Oklahoma and Texas in the job titles as shown in Appendix A, but excluding confidential and professional employees, guards, and supervisors as defined by the National Labor Relations Act, as amended.

Section 2.

a. The Company shall have the right to create, define, expand, reduce, alter, combine, move, transfer, relocate or terminate any job, job content, job classification, job title, department, operation or service in the Bargaining Unit; to establish duties in connection with the creation of a job title/classification herewith as it shall deem appropriate; and to subcontract any work.

(1) The Company shall notify the Union in writing of any newly created classifications or titles, the duties established therefore, and the temporary wage rate.

(2) Upon such notification the Company shall be free to staff such positions.

b. The Union shall have the right, within thirty (30) calendar days of the date the Union was notified by the Company of the new classification or title, to initiate negotiations concerning the temporary wage rate established by the Company. If negotiations are not so initiated within thirty (30) calendar days, the temporary wage rate will be made permanent. If negotiations are so initiated within thirty (30) calendar days, they shall commence within thirty (30) days after the Union's request to initiate negotiations. The parties agree that they shall negotiate for a period of no more than sixty (60) days from the date such negotiations commenced.

(1) If an agreement is reached by the parties within the said sixty (60) days as to the appropriate permanent wage rate, such agreement shall be applied retroactively to the day of the establishment of the new classification or title.

(2) If no agreement as to the appropriate permanent wage rate for such classifications or titles has been reached within the said

sixty (60) days, the issue of the appropriate permanent wage rate shall be subject to a binding mediation process. A mediation conference shall be held as soon as possible but no later than thirty (30) days following conclusion of negotiations.

- (a) If agreement is reached in the mediation process, as to the appropriate permanent wage rate, such agreement shall be applied retroactively to the day of establishment of the new classification or title.
 - (b) If no agreement is reached in the mediation process, each party shall submit a final proposed permanent wage rate to the mediator at the conclusion of the mediation conference. The mediator shall determine which of the final submissions is appropriate, taking into account the facts, discussions and arguments presented by the parties during the conference. The permanent wage rate designated by the mediator shall be applied retroactively to the day of the establishment of the new classification or title.
- (3) The mediator used in the mediation process referred to in paragraph (2) above, shall be selected by mutual agreement from a list of five (5) mediators compiled by the American Arbitration Association. Such individuals on the list shall possess acknowledged expertise in the area of job evaluation.

ARTICLE 3 CLASSIFICATION OF EMPLOYEES

Section 1. A full-time employee shall be deemed to be any employee regularly scheduled to work forty (40) hours per week. A regular employee is one whose employment is reasonably expected to continue for longer than eighteen (18) months.

Section 2. A part-time employee shall be deemed to be any employee regularly scheduled to work less than forty (40) hours per week.

Section 3. The Company shall have the right to reduce employee classifications from full-time to part-time or to increase employee classifications from part-time to full-time. Should the Company deem it appropriate to reclassify full-time employees to part-time employees; it will seek volunteers from the affected group and then force in reverse order of seniority.

Section 4. A temporary employee is one who is engaged for a specific project or a limited period, with the definite understanding that his/her employment is to terminate upon completion of the project or at the end of the period, and whose employment is expected to continue for more than three (3) consecutive weeks, but not more than eighteen (18) months. Temporary employees who are still employed after eighteen (18) months of continuous service will be reclassified to regular status. The termination of the employment of such temporary employees shall not be subject to the grievance or arbitration provisions of this Agreement.

Section 5. Agency workers and independent contractors shall not be deemed to be employees of the Company and, as such, shall not be covered by any of the terms or conditions of this Agreement.

Section 6. Temporary Agency workers shall not be deemed to be employees of the Company and, as such, shall not be covered by any of the terms or conditions of this Agreement. The Company will provide a report to the Union, on a monthly basis, of the use of temporary agency workers. The use of such temporary agency workers shall be kept to a minimum, generally not longer than ninety (90) days, but no more than one hundred eighty (180) days, unless mutually agreed to extend.

ARTICLE 4 AGENCY SHOP

Effective thirty (30) days following the effective date of this Agreement, each employee employed on or before such effective date and covered by the terms and conditions of this Agreement shall, as a condition of employment, either become a member of the Union, or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

Employees covered by this Agreement employed after the effective date thereof shall, on or after the thirtieth (30th) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

The foregoing shall be subject to any prohibitions or restrictions contained in the laws of the states of Arkansas, Kansas, Missouri, Oklahoma and Texas.

ARTICLE 5
DEDUCTION OF UNION DUES

Section 1. The Company agrees to make collections of Union dues for each scheduled pay period through payroll deduction from the employee's pay, upon receipt of a written authorization form signed by the employee and delivered by the Union to the Company. This authorization shall continue in effect until canceled by written notice from either the Secretary-Treasurer of the Union or the employee as set forth in the Payroll Deduction Authorization for Union Dues card. The Company also agrees to electronically remit the amount so deducted to the designated representative of the Union on a monthly basis [by the tenth (10th) working day] and to furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction.

Section 2. The Company shall bear the full cost of dues deduction as set forth in Section 1., except that the Union agrees to print the dues deduction authorization cards in a form approved by the Company and the Union.

ARTICLE 6
MANAGEMENT RIGHTS

Except as expressly limited by a specific provision of this Agreement, the Company retains and shall continue to have the right to manage its business and direct the work.

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ARTICLE 7 GRIEVANCE PROCEDURE

Section 1. All complaints or prospective grievances may be taken up informally with the first level of Management in an effort to resolve the matter. Nothing in this Article shall be construed to deprive any employee or group of employees from presenting individually to the Company any complaint, and to have such complaints adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, and provided further that a Union representative has been given opportunity to be present at such adjustment.

Section 2. A grievance is a complaint by the Union:

- a. Alleging violation of the provisions or application of the provisions of this Agreement.
- b. Alleging that an employee has been discharged, suspended, demoted or otherwise disciplined without just cause.
- c. Alleging that an employee has suffered improper loss or reduction of any contractually established benefits arising out of the job or of employment with the Company.

Any such grievance not addressed or resolved in Section 1. above, which is reduced to writing, setting forth, if applicable, specifically the substance of the grievance and the provision or provisions of the Agreement allegedly violated, delivered by a Union representative to the designated Company representative in accordance with Section 3. following, within forty-five (45) calendar days of the action complained of, shall be considered and handled as a formal grievance. However, the rights of Management, as set forth in this Agreement, and all other inherent rights of Management not expressly limited by a specific provision of this Agreement are vested exclusively in the Company and are not subject to the grievance or arbitration procedures of this Agreement. **It shall be the objective of both the Company and the Union to settle any grievance promptly and at the lowest step of the grievance procedure.**

Section 3. The formal grievance procedure shall normally consist of two (2) successive steps. Notice of grievance and appeals of decision shall be forwarded in accordance with the following:

STEP 1

The designated Company representative shall contact the Union representative within seven (7) workdays of receipt of written notice of the grievance for the purpose of setting a mutually agreeable meeting date and location. The designated Company representative will provide a decision in writing within ten (10) workdays after completion of the meeting(s) unless mutually agreed otherwise by the parties.

If the Company fails to offer a meeting date within fourteen (14) calendar days of receipt of the written notice of the grievance and no mutual agreement has been reached by the parties to extend the timeframe, the grievance may be advanced to the second step at the Union's option.

STEP 2

If the answer or decision of the Company is unsatisfactory to the Union, the grievance shall be appealed to the designated Company representative, in writing, **within twenty (20) workdays** after a decision has been rendered at the first step. The designated Company representative shall contact the Union representative within seven (7) workdays of receipt of the written appeal for the purpose of setting a mutually agreeable meeting date and location. The designated Company representative will provide a decision in writing within fifteen (15) workdays, after completion of the meeting(s), unless mutually agreed otherwise by the parties.

Section 4. A decision at Step 2 of the formal grievance procedure, as set forth in Section 2., shall be construed as full completion of the formal grievance procedure.

Section 5. After a notice, as set forth in Section 2. above, has been received by the Company, the Company will not attempt to adjust the grievance with any employee or employees involved. Any proposed adjustment will be presented by the Company to the designated Union representative.

Section 6. The Company will keep the Union or their designee (e.g. District 6 Vice-President) fully informed, in writing, on a current basis, of the designated Company representatives referenced in Sections 2. and 3. above.

Section 7. Formal **or informal** grievance meetings shall be held at mutually agreeable times and locations. For the purpose of presenting a

formal or informal grievance, those employees of the Company including the aggrieved employee(s) and the employee representative(s) designated by the Union, who shall suffer no loss in pay for the time consumed in, and necessarily consumed in traveling to and from grievance meetings, shall not be more than three (3) at any level of the grievance procedure.

Section 8. Failure to submit or pursue a grievance under the conditions and within the time and manner stated above shall be construed to be a waiver by the employee and the Union of the formal grievance. Any complaint of this type shall be handled by the Company as an informal grievance on an informal basis. Informal grievances are not subject to arbitration.

Section 9. Any provision in this Article to the contrary notwithstanding, no forms of discipline, including suspension and discharge, of employees with less than thirty (30) days of service with the Company shall be subject to the grievance procedure, provided, however, that the Company may extend said period for an additional thirty (30) days upon written request to the Union.

ARTICLE 8 MEDIATION

Section 1. At the conclusion of the formal grievance procedure either party may elect to submit the matter to mediation, with the consent of the other party. Such submission shall not extend the time periods permitted to process the grievance to arbitration. The party desiring the matter be so submitted shall submit a written statement of appeal within two (2) weeks after receipt of the position statement rendered by the Company in the final step of the grievance procedure.

Section 2. As to the mediation provided by this Article:

- a. Each party shall have one principal spokesperson at the mediation conference.
- b. Any written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one (1) copy of the written grievance, to be used solely for the purposes of statistical analysis.
- c. Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented in the grievance proceedings, the rules of evidence will not apply, and no records of the mediation conference shall be made.
- d. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.
- e. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory opinion, unless both parties direct that no opinion shall be provided, provided, however, that said opinion, if issued, shall not be published or communicated to the public or to either parties' members or employees but shall be used internally by either party solely for the purpose of analysis and assessment. In no event shall such advisory opinion, if issued, be deemed binding on either party.
- f. If the mediator provides an opinion, he/she shall state the grounds on which it is based.
- g. The advisory opinion of the mediator, if accepted by both parties,

shall not constitute a precedent, unless the parties otherwise agree.

- h. The mediator's fee and expenses will be divided equally between the parties.

Section 3. If no settlement is reached at mediation, the parties are free to arbitrate under the Arbitration Article.

Section 4. In the event that a grievance which has been mediated subsequently goes to arbitration no person serving as a mediator between these parties may serve as arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party for the first time in the mediation conference may be used against it at arbitration.

ARTICLE 9 ARBITRATION

Section 1. It is agreed by both parties that arbitration shall be confined to matters processed through all steps of the formal grievance procedure, and in such event, the following procedures shall be exclusive.

Section 2. If the answer or decision of the Company's representative at the conclusion of Step 2 of the formal grievance procedure, as described in Article 7, is unsatisfactory to the Union, the Union shall, in writing, to the designated Company representative, within sixty (60) calendar days thereafter, request arbitration, if such is desired.

Section 3. A panel of at least 10 qualified arbitrators will be mutually selected by the parties. The arbitrators must be a member of the American Arbitration Association (AAA) and will follow the rules of AAA unless mutually agreed by all parties. Each arbitrator will serve until the termination of this Agreement unless his/her services are terminated earlier by mutual agreement of the parties. The arbitrator will be notified of his/her termination by a joint letter from the parties. The arbitrator will conclude his/her services by settling any grievance previously heard. A successor arbitrator will be mutually selected by the parties. Arbitrators will be assigned cases in rotating order designated by the parties. The arbitrator shall hold a hearing as expeditiously as possible, and the arbitrator's decision shall be final and binding upon both parties and any employees affected. The compensation and expenses of the arbitrator and the general expenses of the arbitration will be borne by the Company and the Union in equal parts. Each party will bear the expense of its representatives and witnesses. Any expenses incurred because of any cancellation or postponement of a hearing will be borne by the party requesting such cancellation or postponement unless mutually agreed otherwise. In the event one of the parties requests a transcript of the proceeding and the other party declines to share the cost thereof, the party ordering the transcript shall not be required to permit the other party to review said transcript, except for the limited purpose of reviewing said transcript for accuracy, said review to be conducted in the offices of the party which has ordered the said transcript and in the presence of such party's representative. The reviewing party shall not copy or make notes of said transcript except for the limited purpose of noting inaccuracies which it seeks to have corrected.

Section 4. The arbitrator shall be confined to the subjects submitted for decision, and may in no event, as a part of any such decision, impose upon either party any obligation to arbitrate on any subjects which have not

been herein agreed upon as subjects for arbitration. The arbitrator shall interpret this Agreement in accordance with the reserved rights theory of labor agreements, whereby all rights not expressly limited by this Agreement are reserved to the Company. The arbitrator shall not have jurisdiction over the rights of Management not specifically restricted by this Agreement and shall not have the power to add to, subtract from, or vary the terms of this Agreement, or to substitute his/her discretion for that of Management, but shall be limited in power and jurisdiction to determine whether there has been a violation of this Agreement.

Section 5. Except where otherwise mutually agreed, failure to submit a matter to arbitration within the times above stated or failure to pursue subsequent steps within the time and in the manner above stated shall constitute a waiver by the employee and the Union of the right to arbitration.

Section 6. Upon the Union's providing the Company with a reasonable period of advance notice, the Company shall allow reasonable time off without pay for Grievant and/or Union witnesses to prepare for arbitration. For the purpose of presenting an arbitration, the Grievant and one Union representative need not clock out if the proceeding occurs during Grievant's and representative's regularly scheduled working hours, but other Union representatives who are employees of the Company and all other employees participating in the arbitration proceeding shall clock out for that purpose.

Section 7. Any provision in this Article to the contrary notwithstanding, no form of discipline, including suspension and discharge, of employees with less than twelve (12) months of service shall be subject to arbitration.

ARTICLE 10
NO STRIKE - NO LOCKOUT

Section 1. During the life of this Agreement, the Union and the employees covered under this Agreement, shall not cause, call, or sanction strikes of any kind, including sympathy strikes and strikes in protest of alleged unfair labor practices, boycotts, work stoppages or slowdowns which interfere with the Company's production or business.

Section 2. In the event any violation of the previous Section occurs, which is unauthorized by the Union, the Company agrees that there shall be no financial liability on the part of the Union or any of its officers or agents, provided that in the event of such unauthorized action the Union promptly advises the members of the Bargaining Unit that such action is unauthorized and that the involved members should return to work or cease such action.

The Company and the Union will work together to bring any such unauthorized action to an end.

Section 3. The Company retains the right to discipline employees engaged in, participating in, or encouraging any action as described in Section 1. of this Article.

Section 4. The Company agrees that there will be no lockouts during the duration of this Agreement.

ARTICLE 11 SENIORITY

Section 1. Seniority, as used in this Agreement, is defined as Net Credited Service as determined by the Administrative Committee.

Section 2. If more than one (1) employee has the same Seniority date, the last four (4) digits of the Social Security Number will be used to establish the ranking. The employee with the lowest number will be considered the most senior. If more than one (1) employee has the same Seniority date and last four (4) digits of the Social Security Number, the middle two (2) digits will be used to establish the ranking. The employee with the lowest two (2) middle digits will be considered the most senior.

ARTICLE 12 HOURS OF WORK

Section 1. Full-time employees will normally be scheduled to work forty (40) hours per week which may be spread over any six (6) days within the calendar week.

Section 2. The determination of hours, work schedules (which includes shifts and shift hours), overtime requirements and assignments thereto and the days to be worked shall be made by the Company, however:

- a. The Company, except as provided in b. and d. below, will assign work schedules on the basis of seniority as defined in Article 11.
- b. In the event there are business needs, as determined by the Company, requiring certain qualifications for particular work schedules, the Company shall offer such schedules on the basis of seniority to those employees the Company determines possess the required qualifications. Management will provide the local Union Representative and the affected employees with an explanation of the underlying business needs requiring such scheduling and the expected duration.
- c. Work schedules for the next calendar week shall be officially posted or furnished by the Company to show the scheduled tours the employee is to work prior to 12 noon of each preceding Friday. Such schedules shall include the starting and ending time of each of the tours making up the scheduled workweek. For tours longer than five (5) hours, such schedules will also include the length of the period to be allowed for meals.

If no change is so posted or furnished prior to the time specified above, the schedule in effect for the employee for the last calendar week assigned to work shall be considered as that employee's work schedule for the next calendar week.

- d. If, during the period for which schedules have been established, the Company determines unexpected absences or business needs necessitate a change in the posted work schedule, the Company may schedule or reassign schedules by first seeking volunteers and then assigning employees by inverse seniority. Whenever possible, the Company will endeavor to notify employees forty-eight (48) hours in advance of the need for such schedule changes.

- e. A work schedule for an employee may be changed if the employee so requests and the Company approves such request.

Section 3. Employees shall be permitted to take one (1) fifteen (15) minute break for every four (4) hours of work. Such breaks shall be scheduled at the discretion of the Company.

Section 4. Employees shall be entitled to work provided that the physical condition and conduct of the employee permit such employee to satisfactorily perform the work, and a sufficient period of time for adequate rest has elapsed since the employee last worked. It is not possible to specifically evaluate "a sufficient period of time for adequate rest," as this is dependent upon the nature of the work being performed, the conditions under which the work is performed, and the employee's physical condition. In general, under ordinary circumstances, sixteen (16) hours of work may be performed **in a twenty-four (24) hour period**, without an intervening period of rest. Normally eight (8) hours should be allowed for adequate rest between such a work period and the next work period.

ARTICLE 13 WORK ASSIGNMENTS

Section 1. The Company shall determine whether to staff a position or fill a vacancy and the method or combination of methods it shall use for such purposes. In making this determination, the Company shall first give consideration to qualified **laid off employees with applications on file in accordance with Article 14, Section 5. of this Agreement and then** internal candidates prior to off-street applicants. All vacancies within the Bargaining Unit shall be posted **(manually or electronically)** in locations where Bargaining Unit employees regularly work. The posting shall include the title, pay range, and sufficient information regarding requirements and duties to adequately describe the vacancy. The vacancy shall remain posted for seven (7) calendar days which shall be spread between two (2) workweeks.

Section 2. In connection with Section 1. above, employees who have met a twelve (12) month time-in-title and location requirement shall be afforded the opportunity to submit to the Company a form on which they may identify their interest in being considered for vacancies which occur in the Bargaining Unit.

Section 3. When a vacancy is to be filled from within the Bargaining Unit, Management will consider all candidates who have forms on file relating to the vacancy in question. Selection of an employee to fill the position shall be based on seniority when qualifications, in the judgment of the Company, are relatively equal.

Section 4. The Company agrees to provide the Union, in writing, the names and titles and seniority dates of all candidates selected under this Article, by the fifteenth (15th) calendar day after any such selection is made.

Section 5. Nothing in this Agreement shall be applied or interpreted to restrict the Company in the exercise of its right to hire, promote or transfer; and, to the extent the needs of the business require, to have Bargaining Unit work performed by its supervisory personnel, or its right to assign sales territories without regard to geographical limitations.

ARTICLE 14 FORCE ADJUSTMENT

Section 1. In the event that the Company determines that a surplus exists and a decrease in the work force becomes necessary, the Company will first advise the Union in writing prior to notifying the affected employee(s). The affected employee(s) will be notified not less than thirty (30) calendar days prior to the date the employee(s) is to be laid off. In matters involving the surplus of fifty (50) or more employees at a single location, the Company will provide the employees sixty (60) days advance notice of the surplus.

Surplus employees should be provided information related to the surplus within five (5) work days of notification.

Section 2. Under the circumstances set forth in Section 1, preceding, regular employees will be given preference, in accordance with their seniority, to perform the remaining work under the following circumstances:

- a. The work is in a previously held title for which the employee is still qualified (equal or lower rated) or,
- b. The employee can perform the job with minimal training and associated cost.

Temporary employees will be laid off under these circumstances before applying this seniority policy to regular employees. In the event a contractor has been secured for a specific project or is providing a service that regular employees cannot perform, they will be retained until completion of the project.

Section 3. If a surplus remains after application of Section 2. preceding, any remaining surplus regular employees will be offered laterals and downgrades for which they are qualified, by order of seniority, to fill any available job vacancies within the Bargaining Unit. When the posting of job vacancies is implemented in accordance with the provisions of Article 13, Work Assignments, Section 1., these surplus employees will be considered for any vacancies for which they qualify within the Company.

Section 4. Severance Payments. If the Company determines that a surplus exists as described in Section 1. preceding, resulting in the layoff of a regular employee, that employee shall be eligible for a **\$700** Severance Payment or payment equivalent to one week's wages (whichever is greater), for each completed six (6) months of Net Credited Service during the first year of employment and an additional **\$700** or payment equivalent to one

week's wages (whichever is greater), for each subsequent completed year of Net Credited Service up to a maximum of \$**16,000**. Part-time employees will be paid on a pro-rated basis.

Section 5. A former surplus employee who has been laid off and who files an application for employment will be considered prior to off-street applicants for vacancies for which he/she qualifies for a period of three (3) years from the date of layoff.

Section 6. Time-in-title and time-in-location requirements shall be waived for surplus employees.

Section 7. In the event the Company determines a rearrangement of the Retail Sales workforce becomes necessary due to a workforce imbalance or store closing, the Company will advise the CWA Local(s) representing affected employees prior to notification of the employees. The Company will endeavor to notify affected employees seven (7) days prior to the effective date of their reassignment.

Qualified employees of a Retail Sales Office who are reassigned in this manner will be given an opportunity to select another work location from available locations, as determined by management, based on their seniority.

Time-in-title and time-in-location achieved in an employee's current work location, under these circumstances, will follow an employee to the new work location.

ARTICLE 15
NON-DISCRIMINATION

The Company and the Union agree that they will not discriminate against any employee covered by this Agreement because of such employee's race, color, religion, sex, national origin, age, marital status, sexual orientation, or because of his/her **position or membership/non-membership in the Union or lawful** activities on behalf of the Union, or because the person is disabled, a disabled veteran, or veteran of the Vietnam Era, or other protected classifications recognized by Federal or applicable state/local law.

Nothing in this Agreement shall be applied or interpreted to restrict the Company from taking such action as it deems necessary to fully comply with any federal, state or local laws, statutes, ordinances, rules, regulations and executive orders. The arbitration provisions of this Agreement shall not apply to any such actions or to any complaints, allegations, or charges of unlawful discrimination.

ARTICLE 16 SAFETY

Section 1. Safety and health is a mutual concern of the Company and the Union. It benefits all parties to have employees work in safe and healthful environments and for employees to perform their work safely and in the interests of their own health. It is also necessary to promote a better understanding and acceptance of the principles of safety and health on the part of all employees, in order to provide for their own safety and health and that of their fellow employees, customers and the general public.

To achieve the above principles, the Company and the Union agree to establish for the duration of this Agreement an advisory committee known as the Safety and Health Committee. The committee shall consist of not more than four (4) representatives each from the Company and the Union (to be appointed by the Company and the Union, respectively). This committee shall meet from time to time as required, but at least semi-annually and more often as mutually agreed upon by the parties. **Information obtained by the committee may be used to develop training that may be delivered by the most efficient method to include but not limited to online or leader led training.**

This committee shall be charged with the responsibility to develop facts and recommendations so that both parties can make well-informed decisions regarding the occupational safety and health matters.

The committee shall focus on all matters pertaining to occupational safety and health, including ergonomic concerns in the workplace. It shall also consider existing practices and rules relating to safety and health and formulate suggested changes in design and adoption of new practices and rules.

In connection with the Safety and Health Committee meetings under this Article, the employee representative(s) designated by the Union shall suffer no loss in pay for time consumed in, and necessarily consumed in traveling to and from, these meetings.

Section 2. None of the terms of this Agreement shall be applied or interpreted to restrict the Company from taking whatever actions are deemed reasonably necessary to fully comply with laws, rules and regulations regarding safety, and grievance and arbitration provisions of this Agreement shall not apply to any such actions. Discipline for failure to observe safety rules shall be grievable and arbitrable under the terms of this Agreement. Other matters relating to safety may be raised under the

informal complaints provisions of Article 7, Grievance Procedure, and cannot otherwise be raised under the grievance and arbitration provisions of this Agreement.

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ARTICLE 17 COMPANY-UNION RELATIONSHIP

Section 1. The Company and the Union recognize that it is in the best interests of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the Bargaining Unit. Each party shall bring to the attention of all employees in the Bargaining Unit their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to ensure adherence to this purpose.

The Company will notify the Union when new employees enter the Bargaining Unit **and of current employees who have been transferred or released**. During the orientation of new hires, each party will bring to the attention of new employees the relationship between the parties and the Union's status as exclusive representative of those employees in the Bargaining Unit.

Section 2. The Union will keep the Company fully informed, in writing, on a current basis, of all local Union officers, Union stewards, or Union representatives who may be designated with the responsibility of representing the Union regarding the administration of this Agreement.

Section 3. At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded as such in the personnel file, suspension, demotion, or discharge) is to be announced, a Union representative may be present if the employee so requests. Time spent in such a meeting shall be considered work time.

Section 4. Union representatives may request a reasonable amount of time off without pay for Union activities. Such requests for time off must be submitted in writing to the Union representative's supervisor at least five (5) working days in advance, whenever possible. In determining whether to grant such requests, the Company shall give due consideration to service requirements as determined by the Company, the requests for time off from other employees, and its ability to replace the Union representatives' services.

Section 5. Time off for Union activities will be limited to 300 hours per calendar year per Union representative except that up to twenty (20) Union

representatives may each be granted up to 960 hours per calendar year for Union activities. However, those identified by the Union may be granted additional time upon approval at the Company bargaining level. The period of such time off shall not be deducted from the Union representative's seniority. The parties agree that the provisions of Section 2.c. of Article 21, Absences, shall not be used for Union functions.

Section 6. Subject to the limitations in Sections 4. and 5. of this Article and in this Section 6., when an officer or designated representative of the Union requires time off from assigned Company duties to attend solely to Union matters, either before or after exhausting the time allowed without pay provided in Section 5. above, he or she will be granted a leave of absence without pay either upon the initiative of the Company or upon the request of the Vice President of the Union to the Director-Labor Relations of the Company, provided that:

- a. No such leave of absence shall be for an initial period of less than thirty-one (31) calendar days or more than one (1) year, nor shall the total cumulative period of all such leaves of absence for any one (1) employee exceed nine (9) years; and
- b. No more than fifteen (15) Union officers or designated representatives may be granted such leaves of absence at any one time at the request of the Union.
- c. All Union leaves of absence will be granted with the following conditions:
 - (1) During the absence the employee shall retain eligibility, if any, according to term of service, for the Medical Plan, the Dental Plan, the Group Life Insurance Plan, and the Vision Plan, provided that:
 - (a) The employee shall pay the premiums for the Medical Plan, the Dental Plan, the Vision Plan, the Supplementary Group Life Insurance Plan, the Dependent Group Life Insurance Plan; and
 - (b) The Company shall pay the premium for the Group Life Insurance Plan, (Basic and Accidental Death or Dismemberment).
 - (2) During the absence the employee shall retain eligibility, if any, according to term of service to:
 - (a) Payments for absence due to illness during the first seven (7) calendar days after expiration of the leave per Article 21, Section 6.

- (b) Disability benefits beginning on the eighth (8th) calendar day after expiration of the leave.
- (c) Death benefits and service or deferred vested pension.
- (3) The period of absence will not be deducted in computing term of employment, and the period of absence will not be credited for wage progression purposes.
- (4) The pension base shall not in any manner be affected by a Union leave of absence. Should an employee on such leave elect to retire at the termination thereof, the employee's pension base, if any, shall be computed as if the employee were continually employed during the period of leave.

d. When an employee has been granted a leave under this article and returns upon expiration of such leave, employee shall return to the same job or one of similar pay and status.

Section 7. A Working Relations Committee will be created for the purpose of discussing broad concerns of mutual interest to the parties. The Company and the Union may, by mutual consent at the bargaining level, establish other committees for the purpose of discussing broad concerns of mutual interest to both parties. Committee proceedings shall not be used in lieu of the grievance or arbitration procedures.

- a. The Working Relations Committee shall consist of one (1) representative from each participating local, designated by the Union, 50% of which must be AT&T Mobility employees and up to an equal number of representatives designated by the Company. The Union will be entitled to a minimum of four (4) representatives at any Working Relations Committee meeting. In connection with attendance at Working Relations Committee meetings, the employee representative(s) designated by the Union shall suffer no loss in pay for time consumed in, and necessarily consumed in traveling to and from, these meetings.
- b. The Committee may meet every six (6) months upon request of either party, or more frequently upon the mutual agreement of the parties, for the purpose of discussing whatever agenda either party may wish to present, including but not limited to subcontracting and supervisors' performance of Unit work.
- c. Discussions and decisions of the Committees shall not add to, subtract from or modify in any manner whatsoever the terms and

conditions of this Agreement nor shall they constitute mid-term bargaining or be subject to the grievance and arbitration provisions of this Agreement.

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ARTICLE 18 UNION ACTIVITIES

The Union shall be permitted space to place bulletin boards on Company property. Such bulletin boards are to be used exclusively by the Union. The number of bulletin boards and their location shall be mutually agreed upon by the Union and the Company. Bulletin board material shall normally be restricted to the following:

- a. Notices of Union recreational and social affairs;
- b. Notices of Union elections, appointments, and results of Union elections;
- c. Notices of Union meetings; or
- d. Other factual notices and announcements concerning official business of the Union.

Such material shall be posted **and/or removed** only by an official Union representative or a person designated by an official Union representative.

ARTICLE 19
BASIS OF COMPENSATION

Section 1. Rates of Pay.

- a. The rates of pay and progression wage scales for full time employees shall be that shown in Appendix A.
- b. Starting Rates: Each employee who enters the service of the Company shall begin employment at the Start Rate for the appropriate job title, except that appropriate allowance over such starting rate may be made by the Company for an employee who has had previous experience or training considered to be of value.
- c. When a (voluntary) change of title occurs, and is considered a promotion (higher end wage rate), fifteen (\$15.00) dollars will be applied to the employee's current weekly pay rate. The employee will be then be slotted into the closest current wage rate (not lower provided they are not over the top rate for the job they are moving to) of the new schedule. The time interval to the next step increase on the new wage schedule will be six (6) months. No credit shall be allowed towards the next step increase. In the event an employee is over the top of the new wage scale, that employee will be placed at the top of the new schedule.

When a (voluntary) change of title occurs, and is considered a demotion, the employee will be slotted into the closest step in the new schedule that is equal to, but not less than, the weekly rate of their former schedule provided that rate is not greater than the maximum rate for the job. The time interval to the next step increase on the new wage schedule will be six (6) months from the date of the change in title. In the event an employee is over the top of the new wage scale, that employee will be placed at the top of the new schedule.

When an (involuntary) change occurs to a lower rated job, the employee will be pay protected for one year if they are over the top rate for the job. At the conclusion of the year, they will be placed on the top rate. If the employee is not above the top rate of the job, they will be put in progression, if applicable.

When an employee's title changes on the same date that a step increase is due, the step increase will be applied before the move to the new Wage Schedule.

- d. Anytime an employee moves to another job and subsequently retreats (employee or company initiated) to the former job within **ninety (90)** days, provided a vacancy exists; for wage purposes, the employee will be treated as though he or she never left the job.

Section 2. Nothing in this Agreement shall affect or limit the right of the Company to develop and implement such incentive programs as it chooses; to increase wage rates from time to time as it may determine appropriate; or to pay such individual bonuses or commissions in such amounts or percentages as it may desire, either in connection with specific incentive programs or otherwise. If and to the extent that any such incentive programs, wage increases, individual bonuses, or commissions may be awarded, such award shall not constitute a binding precedent or practice with respect to any future incentive programs, wage increases, individual bonuses, or commissions.

The Company agrees to provide affected employees with a written statement of their commission plans, including any changes which might be made thereto from time to time, in advance of the effective date of such plan or changes. Such statement shall reflect the method of computation of such commissions.

The Company agrees to notify the Union, no later than one (1) week prior to the date the Company notifies affected employees, of changes to commission plans under the provisions of this Section. The Company agrees to notify the Union, no later than the date the Company notifies affected employees, of changes made in incentive programs, wage rates, or bonuses under the provisions of this Section.

Section 3. Employees, other than Small Biz Advisor II, Business Account Executive and National Distribution Account Executive shall receive one and one-half (1½) times their regular rate of pay for all time worked in excess of eleven (11) consecutive hours within a workday or forty (40) hours within the workweek. Small Biz Advisor II, Business Account Executive and National Distribution Account Executive shall be excluded from the provisions of this Section. For the sole purpose of computing the number of hours worked in excess of eleven (11) consecutive hours within a workday or forty (40) hours within a workweek, Holidays scheduled, taken and paid within a workweek shall be considered time worked within such workweek.

Section 4. Employees who are assigned on-call duty will be paid **\$34** for each day of such assignment. This payment shall be in addition to any applicable compensation from such duty.

Section 5. Network employees who are called to work outside scheduled work hours will be paid a Call Out payment, equal to one (1) hour of their basic wage rate, for any work performed, single incident or accumulated incidents, when the aggregate total of work is one (1) hour or less. Additional work performed beyond this one (1) hour period that occurs before the employee's next scheduled work hours will be paid as work time.

Section 6. Employees required to return to work after the end of their scheduled shift and who, as a result of such call-back, are required to make a round trip between their place of residence and their place of work in addition to their normal commute to and from work, shall be compensated at their applicable rate of pay for the time required to make such additional round trip.

Section 7. Employees performing work on Sunday, other than Small Biz Advisor II, Business Account Executive and National Distribution Account Executive shall be paid a premium of ten (10) percent of their basic wage rate.

Section 8. A night differential shall be paid to employees for each hour, or fraction thereof, worked after 8 p.m. and before 6 a.m. in the amount of ten (10) percent of the employee's basic hourly rate.

Section 9. A relief differential consisting of ten (10) percent of the employee's basic hourly wage rate will be paid to any employee who is assigned to relieve or assist a manager, for each hour, or fraction thereof, the employee performs this work or receives associated training. These assignments may involve planning, distributing, directing, coordinating, and training responsibilities. In no event shall such assigned employee have any involvement in discipline or performance evaluation of other employees. An employee involved in such training and/or assignment shall continue to be subject to all applicable provisions of this Agreement.

Section 10. A qualified employee who is temporarily assigned and performs all the duties of a job title with a higher top wage rate will be paid a temporary upgrade differential consisting of five (5) percent of the employee's basic hourly wage rate for each hour such duties are performed, **not to exceed the top hourly wage rate of the job title they have been assigned.**

Section 11. A Multilingual Differential consisting of four dollars (\$4.00) per day, not to exceed twenty dollars (\$20.00) per week, shall be paid to Call Center employees for each full day worked when assigned by management to speak in a foreign language.

ARTICLE 20 TRAVEL

Section 1. Time spent in local travel at the direction of the Company after reporting for duty and before release from duty shall be treated as work time.

Section 2. Employees directed by the Company to use their personal car for travel between work locations during the workday or for other authorized Company business shall be paid at the IRS allowable reimbursement rate¹ or a monthly car allowance as determined by the Company.

Section 3. Employees will be assigned a regular work location but may also be assigned to work at a temporary location.

- a. Any travel time on a scheduled day necessitated by the temporary assignment which occurs prior to reporting for duty and/or after release from duty and which exceeds the employee's normal commute will be paid as work time.
- b. Any travel time on a nonscheduled day that occurs during an employee's normal scheduled hours shall be paid as work time.
- c. The Company will reimburse employees (not covered by a monthly car allowance as determined by the Company) for use of their personal car at the IRS allowable reimbursement rate¹ specified in Section 2. above, for that portion of any trip that occurs while the employee is being paid for work time.

Section 4. An employee away from home on a Company assignment will receive reimbursement for all reasonable, necessary and ordinary business expenses incurred in the fulfillment of such assignment. All such expenses shall be supported by an original receipt.

¹In no case will the rate of reimbursement exceed the IRS allowable reimbursement rate. In the event the IRS decreases or increases the allowable reimbursement rate, the Company will readjust its reimbursement rate as soon as practicable, not to exceed sixty (60) days from the effective date of the IRS change.

ARTICLE 21 ABSENCES

Section 1. All leaves of absence shall be without pay except as otherwise provided in this Article.

Section 2.

- a. Employees may request personal leaves of absence. Each request must be in writing and must specify the reason the leave of absence is desired.
- b. Employees who are eligible under the provisions of the Family and Medical Leave Act of 1993 will be subject to the provisions of that Act and to subsequent changes in the Act as they may occur.
- c. Any employee may request up to thirty (30) days of absence based on other reasons not included in b. above. **An employee need not exhaust their contractual time off prior to taking this leave of absence.**
- d. Employees with at least twelve (12) months Net Credited Service with the Company may request leaves of absence longer than thirty (30) days for the following reasons: service in the Peace Corps or VISTA; appointment or campaign/election to public office; trailing a transferring spouse or legally recognized partner employed by an AT&T Company to another location. Employees who are absent under this provision for more than thirty (30) consecutive calendar days are not guaranteed reinstatement with the Company.
- e. To the extent authorized by law, employees who are granted leaves of absence of thirty (30) days or less shall suffer no break in service or loss of benefits. Upon return, such employees shall be reinstated to their former job title and rate of pay.
- f. In requesting any of the above leaves of absence, employees shall give due consideration to the Company's ability to replace their services during such a leave, and such leave shall be granted solely at the discretion of the Company. Should the Company grant such leave, permission shall be in writing setting forth the dates for such leave.

Section 3. Military Leave.

- a. In the event employees covered by this Agreement are required to absent themselves for the purpose of performing military duty in the United States Armed Forces or the National Guard, and such duty requires absence during scheduled Company work hours, the employee shall be excused for such military duty for a period, in the aggregate, not exceeding fifteen (15) calendar days in the same calendar year. Difference in pay shall be allowed for the number of scheduled workdays falling within the periods of excused absence, but not to exceed eleven (11) such days within the calendar year.
- b. The difference in pay allowed in paragraph a. above shall mean the excess, if any, of Company pay at the employee's basic hourly rate for such absent time (plus any night or other differentials normally applicable) over the hourly equivalent of the employee's government base pay obtained by dividing the monthly government base pay rate by two hundred forty (240).
- c. Employees called to military duty will immediately inform their supervisors and then will provide copies of their military orders as soon as possible.

Section 4. Civic Duty. An employee who serves during his/her regularly scheduled work time as a subpoenaed witness in a court case in which the employee is not a party, as a witness for the Company, or as a petit juror shall be paid the difference between the employee's basic wage rate and the amount received for such service.

Section 5. Funerals. An employee shall be paid up to three (3) days at his/her basic wage rate for the necessary scheduled time absent due to the funeral of a member of the immediate family. The leave may not begin until the day of death and not extend more than two (2) days beyond the day of the funeral. For purposes of this Section, immediate family shall mean spouse, **legally recognized** partner, children, sister, brother, mother, father, stepparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, granddaughter, stepson, stepdaughter, and parent of an employee's dependent child. Payment for such absent time shall consist of basic pay which would otherwise have been received had the regular shift been worked. Pay for part-time employees will be pro-rated based on the ratio of their equivalent workweek compared to that of a full-time employee.

In the event of the death of an employee's wife, husband, daughter, son, mother, father, or **legally recognized** partner, an employee

shall, upon the employee's request, be excused from scheduled time up to an additional five (5) days. Paid individual days may be substituted for these excused days at the employee's option.

Section 6. Illness and Injury.

- a. Employees having **two (2)** or more years of Net Credited Service shall be paid at the basic wage rate for absence of at least one (1) session due to illness on scheduled workdays, for a period of time not to exceed seven (7) consecutive calendar days, in accordance with the following table:

Employees with Net Credit Service of	To be Paid After Waiting Periods of Consecutive Scheduled Working Days
2 years but less than 6	Of 3 days
6 years but less than 8	Of 2 days
8 years and over	Of 1 day

- b. A day in the waiting period shall be considered as an absence of at least one (1) session from scheduled time.
- c. For purposes of this Article, tours are the assignments for full days and sessions are the two (2) parts into which tours are divided.

ARTICLE 22 VACATIONS

Section 1. Employees shall **earn** vacation at their basic rate of pay based on Net Credited Service (NCS) in accordance with the following schedule:

- a. Where eligibility for paragraphs (1) and (2) below occurs after November 30 of the calendar year, the vacation may be scheduled as late as the last week in February of the next calendar year and used by March 31.

- (1) One (1) week of vacation upon completion of six (6) months;

- (2) Two (2) weeks of vacation upon completion of twelve (12) months. This provision cannot be combined with above, to result in more than two (2) weeks of vacation entitlement in the same calendar year.

- b. Eligibility for vacation leave benefits to be taken in any calendar year shall be based on the NCS the employee has obtained, or could obtain within that calendar year.

- (1) Three (3) weeks of vacation to any such employee who could complete five (5) years or more but less than ten (10) years of NCS within the vacation year;

- (2) Four (4) weeks of vacation to any such employee who could complete ten (10) years or more but less than twenty (20) years of NCS within the vacation year;

- (3) Five (5) weeks of vacation to any such employee who could complete twenty (20) years or more of NCS within the vacation year.

Employees shall earn the vacation they are eligible for above proportionately during the calendar year, but this will not affect when vacation can be selected in accordance with Section 6 or taken within the vacation year.

Section 2. The year in which vacation leave may be taken shall be known as the "vacation year". A maximum of one (1) week of vacation may be carried over into the next vacation year (to be used by March 31), with the approval of Management, due to a business necessity. A vacation year is

defined as a period of time beginning January 1 and ending on December 31.

Section 3. If, before receiving the vacation which he or she has **earned**, as provided for in Section 1. of this Article, a **full-time** employee is dismissed (except for reason of misconduct), resigns, or retires, such employee will be entitled to an allowance in cash equal to and in lieu of such vacation **based on the following table:**

Month Employee Leaves Company	Calendar Year Eligible Vacation Hours (See Section 1 above for eligibility)				
	1 Week (40 Hours)	2 Weeks (80 Hours)	3 Weeks (120 Hours)	4 Weeks (160 Hours)	5 Weeks (200 Hours)
Number of "Earned" Current Year Vacation Hours					
Jan.	3	7	10	13	17
Feb.	7	13	20	27	33
Mar.	10	20	30	40	50
Apr.	13	27	40	53	67
May	17	33	50	67	83
Jun.	20	40	60	80	100
Jul.	23	47	70	93	117
Aug.	27	53	80	107	133
Sep.	30	60	90	120	150
Oct.	33	67	100	133	167
Nov.	37	73	110	147	183
Dec.	40	80	120	160	200

If an employee dies **or is laid off** before receiving his/her unused vacation for the vacation year, as provided for in Section 1. of this Article, payment in lieu of vacation will be made for **all** unused vacation time to the employee **or employee's estate in the event of death.**

Section 4. If a fixed Holiday falls within a period of vacation, another day of vacation may be scheduled in the vacation year. Additional vacation days in lieu of the Christmas Holiday may be taken, in accordance with force requirements, either immediately prior to the vacation period or through the month of March of the next calendar year.

Section 5. Any employee may select up to one (1) week of vacation on a day-at-a-time basis during the vacation selection process described in Section 6. of this Article. Any employee, if eligible for three (3) or more weeks of vacation, may elect to take up to two (2) weeks vacation on a day-at-a-time basis during the vacation selection process described in Section 6. of this Article. Individual vacation days may be taken in half-day increments.

Section 6. Vacations shall be selected in a work group based on seniority. Periods available for selection shall take into consideration the

needs of the Company, force requirements, and the desires of the employees. **Reasonable effort should be made by management to make available the maximum number of vacation weeks during the most desirable vacation periods.** Advance selection of vacation periods shall commence on or after November 1 and shall conclude **and be posted in a manner viewable by all employees contained in the vacation calendar** no later than December 31 of the year preceding the year in which such vacation leave is to be taken.

- a. Employees must first express preference for full weeks of vacation in seniority order within the vacation group.
- b. In a subsequent interview by Management, also in seniority order within the vacation group, the employee may select day-at-a-time vacation days as provided in Section 5. above, his/her Floating and Designated Holidays as provided in Article 23, and Excused Days with Pay as provided in Article 24 of this Agreement. Individual days not selected at this time and days to be taken in half-day increments will be granted, consistent with force requirements, on the basis of the earliest request ("first-come, first-served") to the employee's immediate supervisor, or such other manager as may be designated.

Section 7. Part-time employees who are normally scheduled to work more than nineteen (19) but less than forty (40) hours per week will **earn** pro-rated vacation pay based on their "average equivalent workweek". The "equivalent workweek" will be determined by dividing the employee's total worked hours per month by 4.35, rounding the result to the next higher whole number. The "average equivalent workweek" will be determined by the average over the past six (6) months.

ARTICLE 23 HOLIDAYS

Section 1. Each full-time employee shall receive eight (8) hours of pay at the employee's basic straight-time rate of pay, unless otherwise provided for in this Agreement, provided that such employee, if excused from work on a Holiday, shall have worked all hours scheduled on the last scheduled workday before and on the first scheduled workday after the Holiday, or the day celebrated as such, unless excused by Management (not applicable to the use of Floating Holiday(s) or Designated Holiday unless the Designated Holiday is scheduled by the Company). Part-time employees who are normally scheduled to work more than nineteen (19) but less than forty (40) hours per week will receive pro-rated holiday pay based on their "average equivalent workweek". The "equivalent workweek" will be determined by dividing the employee's total worked hours per month by 4.35, rounding the result to the next higher whole number. The "average equivalent workweek" will be determined by the average over the past six (6) months. Employees who are absent without pay for thirty (30) or more calendar days shall not be eligible for holiday pay. The Holidays shall be:

New Year's Day
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Day After Thanksgiving
Christmas Day
Two Floating Holidays¹
One Designated Holiday²

The Designated Holiday may be scheduled by the Company in accordance with the needs of the business. Such designation will be made prior to the advance vacation selection period outlined in Section 6. of Article 22, Vacations. Should the Company not schedule the Designated Holiday, employees may select the day on which to celebrate their Designated Holiday, as well as their Floating Holidays, in accordance with the provisions of Article 22, Vacations, Section 6.b.

¹ For new employees, Floating Holiday eligibility is one (1) Floating Holiday after the first three (3) months of Net Credited Service, and a second Floating Holiday after six (6) months of Net Credited Service.

² Each new employee who completes six (6) months of Net Credited Service within the calendar year shall be eligible for one (1) Designated Holiday.

Section 2. When a Holiday falls on a Sunday, it will be observed on the following Monday. When a Holiday falls on a Saturday, it will be observed on the preceding Friday.

Section 3. Employees who work on a Holiday shall be paid for such work at time and one-half for all work on such Holidays, together with the holiday pay provided for in Section 1. above.

Section 4. Eligible employees who have been scheduled to work on a Holiday and fail to do so shall not receive pay for the Holiday.

Section 5. No compensation shall be paid to an employee for unused Floating or Designated Holidays after separation from service.

ARTICLE 24
EXCUSED DAYS WITH PAY

Section 1. Each regular employee will be eligible for one (1) Excused Day With Pay after each successive three (3) months of completed service with the Company, but not more than four (4) Excused Days With Pay in a calendar year.

Section 2. All days off as provided in this Article shall be selected in accordance with Section 6.b. of Article 22, Vacations. Employees may be permitted to take their Excused Days With Pay in **one (1)**-hour increments. All pay for Excused Days With Pay shall be at the employee's basic rate of pay.

Section 3. Excused Days With Pay may be carried over and taken by March 31 of the next calendar year.

Section 4. No compensation shall be **paid** to an employee for unused Excused Days With Pay after separation from service.

Section 5. Employees who are normally scheduled to work more than nineteen (19) but less than forty (40) hours per week will receive pro-rated pay for Excused Days With Pay based on their "average equivalent workweek". The "equivalent workweek" will be determined by dividing the employee's total worked hours per month by 4.35, rounding the result to the next higher whole number. The "average equivalent workweek" will be determined by the average over the past six (6) months.

ARTICLE 25 EXCHANGE TIME

Exchange Time allows an employee to request time off during a scheduled workday to be made up within the workweek (Sunday through Saturday). Granting of Exchange Time will be at the Company's discretion and shall be based upon such factors as the Company, in its judgment, believes relevant, including the needs of the business. If the Company approves an employee's request for such time off, it shall designate the time within the same workweek when the absence shall be made up.

ARTICLE 26 WAIVER OF FURTHER BARGAINING

Section 1. The parties agree that this Agreement contains their full and complete understanding and that any prior practices, benefits, or oral agreements are superseded by the terms of this Agreement. The parties further agree that no practices, oral agreements or benefits will be recognized or regarded as binding unless committed to writing and signed by the parties as a supplement to this Agreement.

Section 2. Since this Agreement expresses the understanding of the parties in respect to all matters deemed by them to be applicable to the Bargaining Unit, for the term of this Agreement, the Company and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subjects or matters not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 3. Neither the Company nor the Union by this Agreement waive any right, legal or equitable, which it would otherwise have except as specifically defined and provided in this Agreement, which sets forth all understandings and agreements arrived at by the parties. Included within such rights, but not by way of limitation, is the Company's right to plan, direct and control its operations, to extend, limit or curtail operations, to determine the number, location and operation of its facilities, to study, determine, and regulate the methods, quantity, and quality of work, and the sources and kinds of merchandise, materials, parts, facilities and equipment used, handled or sold, to maintain order and efficiency, and to establish, modify and enforce rules and regulations, as well as the right to make and enter into decisions to do any of the foregoing and to determine and resolve the effects of such decisions by whatever means the Company deems appropriate.

ARTICLE 27
DURATION OF AGREEMENT

This Agreement shall become effective as of **February 25, 2012** and shall remain in effect up to and including **February 26, 2016** the "Expiration Date", and thereafter from year to year unless one party or the other gives notice of the desire to terminate this Agreement or modify its terms, in writing, at least sixty (60) days prior to the Expiration Date of this Agreement. If notice to modify is given, the parties shall meet and negotiate at mutually agreeable times and places. This Agreement shall continue in full force and effect during such negotiations, except that, after the above stated Expiration Date, or any yearly extension thereof, this Agreement may be terminated by either party if written notice of the intention to so terminate is given, whereupon the Agreement shall terminate immediately after the giving of such notice.

IN WITNESS WHEREOF, the parties have caused duplicate copies hereof to be executed by their duly authorized officers and representatives this **February 25, 2012**.

Communications Workers of America

AT&T Mobility, LLC

Michael Neumann
CWA Staff Representative
District 6

Steve Frost
Executive Director
Labor Relations Mobility

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APPENDIX A

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Administrative Assistant

	Effective	Effective	Effective	Effective
Step	2/25/2012	2/24/2013	2/23/2014	2/22/2015
1	392.50	394.00	395.00	396.50
2	412.00	414.00	416.00	418.00
3	432.00	435.00	438.00	441.00
4	453.50	457.50	461.00	465.00
5	475.50	480.50	485.50	490.50
6	499.00	505.00	511.00	517.50
7	523.50	531.00	538.00	545.50
8	549.50	558.00	566.00	575.50
9	576.50	586.50	596.00	606.50
10	604.50	616.50	627.50	640.00
11	634.50	648.00	660.50	675.00
12	665.50	681.00	695.50	711.50
13	698.50	716.00	732.00	750.50

Business Account Executive

	Effective	Effective	Effective	Effective
Step	2/25/2012	2/24/2013	2/23/2014	2/22/2015
1	530.00	532.00	533.50	535.50
2	548.00	550.50	553.50	556.00
3	566.00	570.00	573.50	577.50
4	585.00	590.00	594.50	600.00
5	604.50	611.00	616.50	623.00
6	624.50	632.00	639.00	647.00
7	645.50	654.50	662.50	672.00
8	667.00	677.50	687.00	698.00
9	689.00	701.00	712.50	725.00
10	712.00	726.00	738.50	753.00
11	735.50	751.50	765.50	782.00
12	760.00	777.50	794.00	812.00
13	785.50	805.00	823.00	843.50

Business Customer Service Specialist I

	Effective	Effective	Effective	Effective
Step	2/25/2012	2/24/2013	2/23/2014	2/22/2015
1	410.00	411.50	413.00	414.50
2	426.50	429.00	431.00	433.00
3	443.50	446.50	449.50	452.50
4	461.00	465.00	469.00	473.00
5	479.50	484.50	489.00	494.50
6	498.50	504.50	510.00	516.50
7	518.00	525.50	532.50	540.00
8	538.50	547.50	555.50	564.00
9	560.00	570.00	579.00	589.50
10	582.50	594.00	604.50	616.00
11	605.50	618.50	630.50	643.50
12	629.50	644.00	657.50	672.50
13	654.50	671.00	686.00	703.00

Business Customer Service Specialist II

	Effective	Effective	Effective	Effective
Step	2/25/2012	2/24/2013	2/23/2014	2/22/2015
1	484.00	486.00	487.50	489.00
2	499.00	502.00	504.00	507.00
3	514.50	518.50	521.50	525.50
4	530.50	535.50	539.50	544.50
5	547.00	553.00	558.00	564.00
6	564.00	571.00	577.50	584.50
7	581.50	590.00	597.50	606.00
8	599.50	609.00	618.00	628.00
9	618.00	629.00	639.00	650.50
10	637.50	650.00	661.00	674.50
11	657.00	671.00	684.00	699.00
12	677.50	693.00	707.50	724.00
13	698.50	716.00	732.00	750.50

AT&T Confidential Proprietary

This material may only be used for the purpose provided AT&T Mobility/CWA 2012 Bargaining Session
CWA must undertake all precautions to secure from inadvertent or improper disclosure

DRAFT**DRAFT
APPENDIX A****DRAFT****Business Sales Specialist**

Step	Effective 2/25/2012	Effective 2/24/2013	Effective 2/23/2014	Effective 2/22/2015
1	470.00	471.50	473.00	475.00
2	488.00	491.00	493.00	495.50
3	507.00	510.50	514.00	517.50
4	527.00	531.50	535.50	540.50
5	547.00	553.00	558.50	564.50
6	568.50	575.50	582.00	589.00
7	590.50	599.00	606.50	615.00
8	613.50	623.00	632.00	642.50
9	637.00	648.50	659.00	670.50
10	662.00	675.00	686.50	700.00
11	687.50	702.50	715.50	731.00
12	714.50	731.00	746.00	763.50
13	742.00	760.50	777.50	797.00

Clerical Associate

Step	Effective 2/25/2012	Effective 2/24/2013	Effective 2/23/2014	Effective 2/22/2015
1	385.00	386.50	387.50	389.00
2	400.00	402.00	404.00	406.50
3	415.50	418.50	421.50	424.50
4	432.00	436.00	439.50	443.00
5	449.00	454.00	458.00	463.00
6	466.50	472.50	477.50	483.50
7	485.00	492.00	498.00	505.00
8	504.00	512.00	519.50	527.50
9	523.50	533.00	541.50	551.00
10	544.00	555.00	564.50	575.50
11	565.50	577.50	588.50	601.50
12	587.50	601.50	614.00	628.00
13	610.50	626.00	640.00	656.00

Client Service Specialist

Step	Effective 2/25/2012	Effective 2/24/2013	Effective 2/23/2014	Effective 2/22/2015
1	496.50	498.00	500.00	501.50
2	511.00	513.50	516.00	518.50
3	525.50	529.50	532.50	536.50
4	540.50	545.50	550.00	554.50
5	556.50	562.00	567.50	573.50
6	572.50	579.50	586.00	593.50
7	589.00	597.50	605.00	613.50
8	606.00	615.50	624.50	634.50
9	623.50	634.50	644.50	656.00
10	641.50	654.00	665.50	678.50
11	660.00	674.00	687.00	702.00
12	679.00	694.50	709.00	725.50
13	698.50	716.00	732.00	750.50

Coordinator

Step	Effective 2/25/2012	Effective 2/24/2013	Effective 2/23/2014	Effective 2/22/2015
1	475.50	477.50	479.00	480.50
2	497.00	500.00	502.00	505.00
3	519.50	523.50	526.50	530.50
4	543.00	548.00	552.00	557.00
5	567.50	573.50	579.00	585.00
6	593.00	600.50	607.00	614.50
7	620.00	628.50	636.50	645.50
8	648.00	658.00	667.50	678.00
9	677.00	689.00	700.00	712.50
10	708.00	721.50	734.00	748.50
11	739.50	755.50	770.00	786.00
12	773.00	791.00	807.50	826.00
13	808.00	828.00	846.50	867.50

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APPENDIX A****DRAFT****Customer Service Representative I**

Step	Effective 2/25/2012	Effective 2/24/2013	Effective 2/23/2014	Effective 2/22/2015
1	410.00	411.50	413.00	414.50
2	426.50	429.00	431.00	433.00
3	443.50	446.50	449.50	452.50
4	461.00	465.00	469.00	473.00
5	479.50	484.50	489.00	494.50
6	498.50	504.50	510.00	516.50
7	518.00	525.50	532.50	540.00
8	538.50	547.50	555.50	564.00
9	560.00	570.00	579.00	589.50
10	582.50	594.00	604.50	616.00
11	605.50	618.50	630.50	643.50
12	629.50	644.00	657.50	672.50
13	654.50	671.00	686.00	703.00

Customer Service Representative II

Step	Effective 2/25/2012	Effective 2/24/2013	Effective 2/23/2014	Effective 2/22/2015
1	484.00	486.00	487.50	489.00
2	499.00	502.00	504.00	507.00
3	514.50	518.50	521.50	525.50
4	530.50	535.50	539.50	544.50
5	547.00	553.00	558.00	564.00
6	564.00	571.00	577.50	584.50
7	581.50	590.00	597.50	606.00
8	599.50	609.00	618.00	628.00
9	618.00	629.00	639.00	650.50
10	637.50	650.00	661.00	674.50
11	657.00	671.00	684.00	699.00
12	677.50	693.00	707.50	724.00
13	698.50	716.00	732.00	750.50

Customer Support Specialist

Step	Effective 2/25/2012	Effective 2/24/2013	Effective 2/23/2014	Effective 2/22/2015
1	508.00	510.00	511.50	513.50
2	522.00	525.00	527.50	530.00
3	536.50	540.00	543.50	547.50
4	551.00	556.00	560.00	565.00
5	566.00	572.00	577.50	583.50
6	581.50	588.50	595.00	602.50
7	597.50	605.50	613.50	622.00
8	613.50	623.50	632.00	642.50
9	630.50	641.50	651.50	663.50
10	647.50	660.00	671.50	685.00
11	665.00	679.50	692.50	707.00
12	683.50	699.00	713.50	730.00
13	702.00	719.50	735.50	754.00

Finance Representative I

Step	Effective 2/25/2012	Effective 2/24/2013	Effective 2/23/2014	Effective 2/22/2015
1	411.50	412.50	414.00	415.50
2	430.00	432.00	434.00	436.50
3	449.00	452.50	455.50	458.50
4	469.50	473.50	477.50	481.50
5	490.50	496.00	500.50	506.00
6	513.00	519.00	525.00	531.50
7	536.00	543.50	550.50	558.50
8	560.00	569.00	577.50	586.50
9	585.50	596.00	605.50	616.00
10	612.00	624.00	635.00	647.50
11	639.50	653.00	665.50	680.00
12	668.50	684.00	698.00	714.50
13	698.50	716.00	732.00	750.50

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APPENDIX A****DRAFT****Finance Representative II**

Step	Effective 2/25/2012	Effective 2/24/2013	Effective 2/23/2014	Effective 2/22/2015
1	452.00	453.50	455.00	456.50
2	471.00	473.50	475.50	478.00
3	491.00	494.50	497.50	501.00
4	511.50	516.00	520.00	524.50
5	533.00	538.50	544.00	549.50
6	555.50	562.50	568.50	576.00
7	579.00	587.00	594.50	603.00
8	603.50	613.00	622.00	632.00
9	629.00	640.00	650.50	662.00
10	655.50	668.50	680.00	693.50
11	683.00	697.50	711.00	726.50
12	712.00	728.50	743.50	761.00
13	742.00	760.50	777.50	797.00

Fraud Analyst

Step	Effective 2/25/2012	Effective 2/24/2013	Effective 2/23/2014	Effective 2/22/2015
1	463.00	465.00	466.50	468.00
2	489.50	492.50	494.50	497.50
3	517.50	521.50	524.50	528.50
4	547.50	552.00	556.50	561.50
5	578.50	584.50	590.50	596.50
6	611.50	619.00	626.00	634.00
7	646.50	655.50	664.00	673.50
8	683.50	694.50	704.50	715.50
9	722.50	735.50	747.50	760.50
10	764.00	779.00	792.50	808.00
11	807.50	825.00	841.00	858.50
12	853.50	873.50	892.00	912.50
13	902.50	925.00	946.00	969.50

Information Systems Technician

Step	Effective 2/25/2012	Effective 2/24/2013	Effective 2/23/2014	Effective 2/22/2015
1	588.50	590.50	592.50	594.50
2	617.50	620.50	623.50	627.00
3	647.50	652.50	656.50	661.00
4	679.50	685.50	691.00	697.00
5	713.00	720.50	727.50	735.00
6	748.00	757.50	765.50	775.50
7	785.00	796.00	806.00	817.50
8	823.50	836.50	848.50	862.00
9	864.00	879.50	893.50	909.00
10	906.50	924.00	940.50	959.00
11	951.00	971.50	990.00	1,011.00
12	998.00	1,021.00	1,042.00	1,066.50
13	1,047.00	1,073.00	1,097.00	1,124.50

National Distribution Account Executive

Step	Effective 2/25/2012	Effective 2/24/2013	Effective 2/23/2014	Effective 2/22/2015
1	370.50	372.00	373.00	374.50
2	388.50	390.50	392.50	394.50
3	407.50	410.50	413.00	416.00
4	427.00	431.00	434.50	438.00
5	448.00	452.50	457.00	462.00
6	469.50	475.50	481.00	486.50
7	492.50	499.50	506.00	513.00
8	516.50	524.50	532.00	540.50
9	541.50	551.00	560.00	570.00
10	567.50	579.00	589.00	600.50
11	595.50	608.00	620.00	633.00
12	624.00	639.00	652.00	667.00
13	654.50	671.00	686.00	703.00

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APPENDIX A****DRAFT****Retail Sales Consultant**

Step	Effective 2/25/2012	Effective 2/24/2013	Effective 2/23/2014	Effective 2/22/2015
1	350.50	352.00	353.00	354.50
2	369.00	371.00	373.00	375.00
3	388.50	391.50	394.00	396.50
4	409.00	412.50	416.00	419.50
5	430.50	435.00	439.50	444.00
6	453.50	459.00	464.00	470.00
7	477.50	484.00	490.00	497.00
8	502.50	510.50	517.50	526.00
9	529.00	538.00	547.00	556.50
10	557.00	567.50	577.50	589.00
11	586.00	598.50	610.00	623.00
12	617.00	631.00	644.50	659.00
13	649.50	665.50	680.50	697.50

Sales Support Representative

Step	Effective 2/25/2012	Effective 2/24/2013	Effective 2/23/2014	Effective 2/22/2015
1	385.00	386.50	387.50	389.00
2	400.00	402.00	404.00	406.50
3	415.50	418.50	421.50	424.50
4	432.00	436.00	439.50	443.00
5	449.00	454.00	458.00	463.00
6	466.50	472.50	477.50	483.50
7	485.00	492.00	498.00	505.00
8	504.00	512.00	519.50	527.50
9	523.50	533.00	541.50	551.00
10	544.00	555.00	564.50	575.50
11	565.50	577.50	588.50	601.50
12	587.50	601.50	614.00	628.00
13	610.50	626.00	640.00	656.00

Small Biz Advisor I

Step	Effective 2/25/2012	Effective 2/24/2013	Effective 2/23/2014	Effective 2/22/2015
1	498.50	500.00	501.50	503.50
2	514.50	517.50	520.00	522.50
3	531.00	535.00	538.50	542.00
4	548.50	553.50	558.00	562.50
5	566.00	572.50	578.00	584.00
6	584.50	592.00	598.50	606.00
7	603.50	612.00	620.00	629.00
8	623.00	633.00	642.50	652.50
9	643.50	655.00	665.50	677.50
10	664.00	677.50	689.50	703.00
11	686.00	700.50	714.00	729.50
12	708.00	724.50	740.00	757.00
13	731.00	749.50	766.50	785.50

Small Biz Advisor II

Step	Effective 2/25/2012	Effective 2/24/2013	Effective 2/23/2014	Effective 2/22/2015
1	529.00	531.00	532.50	534.50
2	546.00	549.00	552.00	554.50
3	564.00	568.00	571.50	575.50
4	582.00	587.50	592.00	597.50
5	601.00	607.50	613.00	620.00
6	620.50	628.00	635.00	643.00
7	640.50	649.50	658.00	667.50
8	661.00	671.50	681.50	692.50
9	682.50	694.50	706.00	718.50
10	704.50	718.50	731.00	745.50
11	727.00	743.00	757.50	773.50
12	750.50	768.50	784.50	803.00
13	775.00	794.50	812.50	833.00

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APPENDIX A****DRAFT****Technician MSC/RNOC**

Step	Effective 2/25/2012	Effective 2/24/2013	Effective 2/23/2014	Effective 2/22/2015
1	747.50	750.00	752.50	755.00
2	787.50	791.50	795.50	799.50
3	829.50	835.50	840.50	846.50
4	874.00	881.50	888.50	896.50
5	920.50	930.50	939.00	949.00
6	969.50	981.50	992.50	1,005.00
7	1,021.50	1,036.00	1,049.00	1,064.00
8	1,076.00	1,093.50	1,109.00	1,126.50
9	1,133.50	1,154.00	1,172.00	1,193.00
10	1,194.00	1,217.50	1,239.00	1,263.00
11	1,258.00	1,285.00	1,309.50	1,337.50
12	1,325.00	1,356.00	1,384.00	1,416.00
13	1,396.00	1,431.00	1,463.00	1,499.50

Telesales Representative

Step	Effective 2/25/2012	Effective 2/24/2013	Effective 2/23/2014	Effective 2/22/2015
1	421.50	423.00	424.50	426.00
2	440.00	442.50	444.50	447.00
3	459.50	463.00	466.00	469.00
4	480.00	484.00	488.00	492.50
5	501.50	506.50	511.50	517.00
6	523.50	530.00	536.00	542.50
7	546.50	554.50	561.50	569.50
8	571.00	580.00	588.50	597.50
9	596.00	606.50	616.50	627.50
10	622.50	634.50	646.00	658.50
11	650.00	664.00	677.00	691.00
12	679.00	694.50	709.00	725.50
13	709.00	726.50	743.00	761.50

Wireless Technician

Step	Effective 2/25/2012	Effective 2/24/2013	Effective 2/23/2014	Effective 2/22/2015
1	703.00	705.50	708.00	710.50
2	740.50	744.50	748.00	752.00
3	780.00	785.50	790.50	796.00
4	821.50	828.50	835.00	842.50
5	865.00	874.00	882.50	892.00
6	911.00	922.00	932.50	944.00
7	959.00	972.50	985.00	999.00
8	1,010.00	1,026.00	1,041.00	1,057.50
9	1,064.00	1,082.50	1,100.00	1,119.50
10	1,120.50	1,142.00	1,162.00	1,185.00
11	1,180.00	1,205.00	1,228.00	1,254.50
12	1,242.50	1,271.00	1,297.50	1,328.00
13	1,308.50	1,341.00	1,371.00	1,405.50

Work Force Administrator

Step	Effective 2/25/2012	Effective 2/24/2013	Effective 2/23/2014	Effective 2/22/2015
1	418.00	419.50	420.50	422.00
2	432.50	435.00	437.00	439.50
3	448.00	451.00	454.00	457.00
4	463.50	467.50	471.50	475.50
5	480.00	485.00	489.50	495.00
6	496.50	503.00	508.50	515.00
7	514.00	521.50	528.00	535.50
8	532.00	541.00	548.50	557.50
9	551.00	561.00	569.50	580.00
10	570.00	581.50	591.50	603.50
11	590.50	603.00	614.50	627.50
12	611.00	625.50	638.50	653.00
13	632.50	648.50	663.00	679.50

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