

**To: All AT&T Wireless Local Presidents and Staff Representatives**

**From: Betty Witte**

**RE: Changes in the 2006 Cingular Contract**

**Several locals have requested the District to provide them with the changes that were made to the Cingular contract in bargaining. Those changes are addressed below.**

**We do not have the intent of the contract before this time but these are the changes that were negotiated in District 3's contract.**

**If there are other questions they should be addressed with either Sarah Smith and myself on a per case basis.**

**Thank you,**

**BJW/dja  
Attachment**

## **2006 Cingular contract changes**

### **Article 1**

**The only change was the date in this article.**

### **Article 2**

**There were no changes in this article.**

### **Article 3**

**Changed the length of time for temporary employees from eighteen (18) months to fifteen (15) months.**

### **Article 4**

**Add the words “be subject to any prohibitions or restrictions contained in the laws of the states covered by this agreement”.**

**This was something the company added to make sure that if there were changes in state laws that the contract would be in adherence to them.**

### **Article 5**

**Two changes were made in this article, number one added the word “the standard” in the first sentence. This again was to cover the company in case there were changes in the law as to what could be deducted in either Union dues or Cope deductions.**

**The second was the last sentence in Section 1 which was added saying “The Union shall indemnify, save and hold harmless the Employer against any form of loss or liability arising out of any action taken or omitted to be taken by the Employer at the request of the Union under this section.” In case someone sued the Union the company could not be sued if they were taking out what the Union had requested.**

## **Article 6**

**No changes**

## **Article 7**

**Change the time for filing a grievance from thirty (30) days to forty-five (45) days**

## **Article 8**

**No changes**

## **Article 9**

**Under Section 3 we change the way Arbitrators were selected going to a panel process.**

**Under Section we continued and added some language that would put the grievance in “recess” in order to give the local/grievant time under the CWA Constitution to appeal the Union’s decision not to arbitrate the case under the Internal Appeal Process.**

**It also states this internal process time limits will not last more than eighteen (18) months and would limit the back pay and benefits to no more than twelve (12) months.**

## **Article 10**

**No changes**

## **Article 11**

**Changed the Employee’s Benefit Committee to the “Administrative Committee”. This was strictly a name change of who determines the NCS date.**

## **Article 12**

**Changed under Section 2-c that “the company will endeavor to post schedules for the next two (2) weeks prior of twelve (12) noon of each Friday”. The intent was that the company will do their best to get the schedule posted by Friday. There might be an occasional problem but they will be doing their best to get it to the employees by that time.**

**Changed under Section 2-d the last sentence “Whenever possible, the Company will endeavor to notify employees twenty-four (24) hours in advance of the need for such schedule changes”. Again the company stated that it was their intent to let the employees know within twenty-four (24) hours of a change in their schedules. There might be times due to the needs of the business that they might not be able to do this but that would be the acceptance not the rule.**

## **Article 13**

**No changes**

## **Article 14**

**Changed the Section 4 which deals with Severance Payments. States “Severance Payment equivalent to one week’s wages for each completed six (6) months of service during the first year of employment and an additional payment equivalent of one week’s wages for each subsequent completed year of Continuous Service, up to a maximum of \$12,000.”**

**This was an increase from the previous contract.**

**Under Section 5 changed the Employees Benefit Committee to the Administrative Committee which was just a change of name.**

## **Article 15**

**No changes**

## **Article 16**

**No changes**

## **Article 17**

**Added a new sentence under Section 1 which states “The Company may allow the Union to display CWA shield logos, as provided by the Union in mutually agreed to Company owned retail locations”.**

**We had a lot of discussion about CWA being able to brand those locations where the employees were represented by the Union and we agreed on this language.**

**We also changed the 400 hours to 480 hours.**

**Under Section 5 we changed the time off for Union activities from 200 to 240 hours. We also added the sentence “However, those identified by the Union may be granted additional time upon approval at the Company bargaining level”. This means that those officers in a local can have additional time off for Union time off by having the President of the local write a letter to Betty Witte, who will then contact Steve Frost to get approval for more hours.**

## **Article 18**

**No changes**

## **Article 19**

**Section 3 states that after working eleven (11) hours in a workday you start getting time and one-half wages. Before you only got that when you worked over forty hours a week. Also for the sole purpose of computing that time an one-half holidays will be considered time worked.**

**Under Section 8 where they talk about relieving Manager it states that these employees shall not have access to other employees records related to discipline or performance issues. This means they might pull a record or record a absence (some clerical as directed by a Manager) but should not have any input or be able to view other employees records for any reason.**

**Under Section 10 We added a \$4.00 a day differential per day for employees who work a full day while assigned by their Manager to speak in a foreign language.**

**Under Section 11 we added for the Warehouse employees that employees who are properly certified will get a 10% differential for each hour while**

**operating certain tow motor equipment identified by Management and assigned by Management.**

## **Article 20**

**No changes**

## **Article 21**

**Section 5 added that for your leave that it would “not extend more that two (2) days beyond the day of the funeral”. Also added “registered domestic Partner, to the first paragraph**

**In the second paragraph we added “registered domestic partner” and stated that you could request one (1) additional off, without pay, for any other member of the immediate family described in the above paragraph.**

## **Article 22**

**Under Section 2 defined the vacation year as “time beginning January 1<sup>st</sup> and ending December 31<sup>st</sup>.”**

**Also under Section 6-b we defined a vacation week as “ beginning with Sunday and ending Saturday with no scheduled work time in between”. This was done due to some problems in the retail stores where they were being scheduled on the weekend before and after their vacation.**

## **Article 23**

**Section 2 defined when a holiday would be observed “When a holiday falls on a Saturday, it will be observed on eh preceding Friday. Employees who are normally subject to Saturday and/or Sunday scheduling shall observe the actual Holiday.”**

**Under Section 4 added the language “unless such absence is excused by management”. Under the old contract you did not get paid. The intend is that if the Manager knows you are sick and could not get to work they have the right to excuse you and pay you for that day. The intent is that if the Managers know you are sick or have a legitimate reason you should be paid.**

**Article 24**

**No changes**

**Article 25**

**No changes**

**Article 26**

**No changes**

**Article 27**

**Changes the duration of the contract “effective as of March 27, 2006 and shall remain in effect up to and including March 26, 2010”**

**All wage table changed to reflect increases :**

**2006 2.50%**  
**2007 3.00%**  
**2008 3.00%**  
**2009 2.75%**

**That is for a total compounded 11.73%**

**There was also a signing bonus of \$400**

**Under letter at the back of the contract we renewed the Memorandum of Understanding on Personnel Records**

**The letter on Subcontracting was redone and new signatures were made by Betty Witte, CWA, and Steve Frost, Cingular.**

**New letter was added on Call Quality Observation which was signed by Betty Witte, CWA and Steve Frost, Cingular, which states that this is to be a tool used by the company to evaluate the on line effectiveness of the employees and also it would be their intent to cover the employees with five (5) days of the actual observation.**

**It is also stated that other issues relating to this could be brought to the Strategic Alliance Committee.**

**New letter was added concerning the an unpaid week off and the eligibility requirements for this. At this time it is considered a trail.**

**New letter adding a Short Term Disability Liaison trial**

**We attempted to make this an appointed position with a CWA person in the slot but the company was unwilling to do this so we have a Manager who we can go to with our STD problems. Each local may have one person from the Cingular unit and an alternative (the intent being the President of the local). Now that we have retail stores this will probably be a officer of the local for the main contact.**

**Letter was added for a Leadership Forum in the Memphis Distribution Center. This was a committee that already existed and they wanted to keep it going.**

**Letter also added about the Memphis Distribution Facility and what qualification would be required in order to get certified for receiving the 10% differential for the operation of equipment.**

**Letter was added explaining how monthly sales quotas for Retail Stores would be calculated for vacation, company mandated training, and Union absence time. This would be for those employees who are gone at least a full week.**

**It also states that Retail Sales Consultants will be allowed to match the consumer internet prices for identical equipment, accessories, and services, if approved by Management. Management will reasonability consider the requests.**

**Also chargebacks that are over ninety-one (91) days old will not count against quota attainment for discipline purposes.**

**Another letter on chargebacks for the DMDR centers located in Birmingham, Al. and Nashville, Tn with the same ninety-one (91) day limitation.**

**Letter that establishes a Strategic Alliance Committee at the bargaining counsel level to discuss innovative methods of operation. It will continue to work thru the Working Relations Committees at a lower level where issues of mutual concern are discussed.**

**The intent is to strengthen the Company's position in the marketplace. Provide a forum for the Union to discuss various issues with leaders of the business, and discuss and trail creative and innovative labor relation approaches to complex challenges in this competitive market**

**There will be four (4) Union and four (4) company representatives and will meet annually. They will be able to appoint ad hoc committees for discussing specific areas.**

**This is to be considered a trial**