

2019 Labor Agreement

International Brotherhood
of Electrical Workers

and

AT&T Customer Services, Inc.



Effective Date: 08/25/2019
Expiration Date: 05/19/2023

2019 LABOR AGREEMENT

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ARTICLE 1
AGREEMENT

THIS AGREEMENT is made and entered into effective the 25th day of August 2019 by and between AT&T **Customer** Services, Inc. (hereinafter referred to as the "Company," the "Employer," or "Management") and International Brotherhood of Electrical Workers, System Council Telephone - 3 (SCT-3) - (hereinafter referred to as the Union).

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 all of its employees at call centers currently located at Boise, ID, **Chicago, IL** and Missoula, MT, and to covered employees at any call center locations that the Company may acquire or establish during the term of this Agreement at which a majority of employees are represented or have expressed an interest to be represented by the IBEW. The term covered employee and/or employees as used in this Agreement shall mean, those employees within the job titles set forth in Appendix A, but excluding Outside Premise Sale Representatives and all employees exempt by the National Labor Relations Act.

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.
 - (3) For various reasons including, but not limited to, law, regulations, changing industry structure, economic and competitive conditions, and business considerations, it is not possible for the Company to make specific commitments on contracting out of work. However, it is the Company's general policy that work will not be contracted out if it will currently and directly cause layoffs or part-timing of regular employees in the bargaining unit. Regardless:
 - (a) The Company will provide notice to the Union and discuss the reasons for contracting when contracting is anticipated to last more than ninety (90) days and such contracting will currently

and directly cause layoffs or part-timing of regular employees in the bargaining unit.

- (b) The Company will consider the use of Union-represented contractors with the understanding that the selection of any contractor is determined solely by the Company.
- 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 twenty-four (24) 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.

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 thirty-six (36) months. 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.

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 covered by this agreement.

ARTICLE 5
DEDUCTION OF UNION DUES

Section 1. The Company agrees to make collections of the standard Union dues and IBEW Committee on Political Education (COPE) 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 cancelled 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 and to furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction. 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.

Section 2. The Company shall bear the full cost of dues deduction and IBEW COPE 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

Section 1. Subject to applicable law, all rights possessed by the Employer prior to recognition of the Union, which rights are not governed by the terms of this Agreement, are reserved and retained by the employer.

Section 2. It is the intent of the parties hereto that there is no conflict between the terms of this Agreement and any state or federal government rule, regulation or other law, policy, procedure, rules or regulations affecting conditions of employment. If such conflict is found to exist, this collective bargaining agreement shall take precedence, to the extent permitted by law. Should any provisions of this Agreement be rendered or declared unenforceable by any competent tribunal, the balance of this Agreement shall remain in effect.

Section 3. The Company shall not be deemed to have agreed to any term or condition of employment not specifically set forth in this Agreement.

Section 4. The rights of management not expressly limited by a specific provision of this agreement are vested exclusively in the Company.

Section 5. Nothing in this Article diminishes the legal rights of the Union to engage in effects bargaining.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 1. All complaints or prospective grievances by the union shall normally 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 **thirty (30)** 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.

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.

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 fifteen (15) 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. The meeting will generally be conducted by phone. If not conducted by phone, the meeting will be held at a mutually agreed upon 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 designate its representatives referenced in Sections 2. and 3. above.

Section 7. Formal grievance meetings shall be held at mutually agreeable times and locations. For the purpose of presenting a 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 two (2) at any level of the grievance procedure.

Section 8. Union-Management Review Board.

- a. In the event the Company contemplates the dismissal for just cause of any employee, the Company shall notify the Business Manager or appointed designee of the Local Union involved and provide the reason to the Business Manager prior to the actual dismissal.
- b. The provisions for a Union-Management Review Board apply only after the Company gives notification of a contemplated dismissal for just cause of an employee with 12 (twelve) or more months of Net Credited Service, the Union may, within two (2) working days, request that a Union-Management Review Board be convened relative to the contemplated dismissal. Such a request by the Union must be made to the appropriate Labor Relations Designee.
- c. Within two (2) working days after the Union request is made, the Company shall notify the Union as to the names of the two (2) Company members of the Board, and the Union shall notify the Company as to the names of the two (2) Union Board members.

- d. The Board will meet by phone or at a mutually agreed upon location within fifteen (15) calendar days from the original notification of contemplated dismissal unless extended by mutual agreement. It is the Parties' intent that the employee shall attend the Board meeting except in unusual circumstances and the Union shall advise the employee whose dismissal is contemplated of this intent. The purpose of the Board meeting will be to review the facts that are available concerning the contemplated dismissal and to permit the employee (or in his/her absence, the Union) to present any facts which the employee believes should be brought to the Company's attention when considering the matter and for the Parties to attempt to resolve the issue.

Union Board members who are employees will participate in the Board meeting without loss of pay during scheduled working hours.

- e. The Parties agree to work together to provide reasonable security for the safety of Board participants when either party determines that a need for such security exists.
- f. In the event the employee does not attend the Board meeting, the Board meeting will automatically convert to a Step 2 grievance meeting.
- g. If after the Board meeting, the Company dismisses the employee, any grievance involving the dismissal shall be deemed withdrawn thirty (30) calendar days after the date of dismissal unless the Union elects to advance the matter to impartial arbitration as provided in Article 9, if the employee was present at the Board meeting.
- h. In the event that the Union provides the Company with notification of a desire to hold a Union-Management Review Board and no meeting is held, the union will be notified within fifteen (15) days from the original notification of contemplated dismissal, that either the employee is being dismissed or that circumstances warrant further investigation. If the employee is so dismissed, the Union may appeal the dismissal under the grievance procedure beginning at Step 1.

Section 9. 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 10. 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 ninety (90) days upon written notice to the Union.

Section 11. Grievances which involve true intent and meaning of any provisions of this Agreement may be submitted to the designated Company Representative as an Executive Level Grievance and initiated for the Union only by the local Business Manager.

ARTICLE 8 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 9 ARBITRATION

Section 1. If a controversy should arise regarding the true intent and meaning of any provisions of this Agreement, which the parties are unable to resolve by use of the grievance procedure, the matter may be arbitrated upon written request of either party to this Agreement.

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. Discipline Cases: 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.

Contract Interpretation Cases: Within sixty (60) calendar days after the notice of request for arbitration is made in accordance with Section 2 above, the Union shall make a request upon the American Arbitration Association (AAA) to submit a list of qualified arbitrators to the Company and Union from which the parties shall make a selection pursuant to Rule 10 of the AAA Labor Arbitration Rules. Should the first AAA list not result in the appointment of an arbitrator, the Union shall request a second list, and subsequent lists as necessary, from which the parties shall make a selection pursuant to Rule 10 of the AAA Labor Arbitration Rules as described above.

The arbitrator selected for either a Discipline or Contract Interpretation case 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, AAA, 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 twenty-four (24) 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 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.

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 seven (7) days within the calendar week. The Company recognizes the desire of some employees to have consecutive days off.

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.
- 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 Friday (the Company will endeavor to post schedules for the next two weeks prior to 12 noon of each 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. Upon advance approval from management, an employee may be allowed to trade tours with another employee.
- d. 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.
- e. 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 in any manner that it deems most expedient but will first attempt to staff the changed schedule with volunteers. Whenever possible, the Company will notify employees forty-eight (48) hours in advance of the need for such schedule changes.
- f. A work schedule for an employee may be changed if the employee so requests and the Company approves such request.
- g. **When a New Hire Class is ready to be integrated into the Call Center (after all training is completed), the Company will initiate a mini-shift bid to integrate the New Hires into the existing schedule.**
 - (1) **Management will identify open slots that need to be filled.**

- (2) Prior to placing New Hires into these open slots, management will make them available for any other employee in the center to bid on the open slots.**
- (3) Management will assign employees who have bid on open slots based on seniority order.**
- (4) New Hires will then be slotted into remaining available slots based on seniority until the next full shift bid.**
- (5) Any slots that become available as a result of the mini-shift bid will be filled with New Hires. All other employees will remain on their existing schedules until the next full shift bid.**

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 who work in call centers will be able to select, in seniority order, from the available tours at least once every six (6) months.

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 internal candidates prior to off-street applicants. All vacancies within the Bargaining Unit shall be posted (manually or electronically) in such a fashion as to be accessible by employees. 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.

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 qualified candidates who have forms on file relating to the vacancy in question. In selecting the employee to fill the position, the Company will first give due consideration to the candidates' qualifications and past performance and where those factors are relatively equal, in the judgment of the Company, it shall consider seniority.

Section 4. The Company agrees to provide the Union, in writing, the names and titles 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 make sales assignments without 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.

Section 2. Under the circumstances set forth in Section 1. preceding, regular employees will be given preference, in accordance with their seniority, subject to their skills and experience, to perform the remaining work in the event of a reduction in force. Temporary employees will be laid off under these circumstances before applying this seniority policy to regular employees.

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 Continuous 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 Continuous Service, up to a maximum of **\$17,000**.

Section 5. For purposes of this Article, "Continuous Service" means the number of completed years served by the employee with the Company beginning with the date of the employee's most recent engagement (or reengagement) and ending with the effective date of the employee's termination. A period of Continuous Service is not broken by a leave of absence.

Section 6. 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 two (2) years from the date of layoff.

ARTICLE 15
NON-DISCRIMINATION

The Company and the Union agree that they will not discriminate against any employee covered by this Agreement because of race, color, creed, 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.

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.

Section 3. When a state or local government declares a State of Emergency, the Company will consider the circumstances of the event that prompted that declaration prior to disciplining the impacted employees for tardies and absences caused by the event.

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, including new hires, that their purpose is to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to ensure adherence to this purpose. Nothing in this section is subject to the arbitration procedures of this Agreement.

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, one 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 three hundred and twenty (320) hours per calendar year per Union representative. **One (1) representative per local that represents one hundred and fifty (150) or more employees may be granted up to a total of nine hundred sixty (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 Union will designate these representatives in writing to the Company. 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.b. 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 Business Manager of the Union to the Vice President of Labor Relations (or their designee) 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 four (4) years; and
- b. No more than five (5) 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, which shall not be subject to the grievance or arbitration process:
 - (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.

ARTICLE 18
BULLETIN BOARDS

Section 1. Subject to the provisions of Section 2 below, the Company agrees to furnish space, without charge, to erect bulletin boards for the exclusive use of the union. If practicable, and space permits, the area provided should accommodate boards of approximately forty-eight (48) by sixty (60) inches. Location of the boards shall be mutually decided upon by the appropriate Union Area Steward, Chief Steward, or Business Representative and the appropriate supervisory levels at places where employees covered by this Agreement work or assemble.

Section 2. The Union agrees to post notices about the following matters only: elections, meetings, reports, other official Union business, and notices of Union social and recreational activities.

The Union agrees not to post or permit to be posted controversial material or material of a derogatory nature regarding the Company or its personnel.

Section 3. The Union assumes responsibility for complete compliance with the spirit and intent of the provisions of this Article. If the Company believes that the posted material is not in the spirit and intent of the provisions of the Article, such material shall be brought to the attention of the Business Representative and removed on request. If the Union fails to remove the material it may be removed by the Company.

Section 4. The Company shall have the option of providing bulletin boards for the Union's use without charge.

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, the employee will be placed on the closest rate (not lower provided they are not over the top rate for the job they are moving to) of the new schedule that the employee was administered on the former 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.

When a (voluntary) change of title occurs, and is considered a promotion, twelve (\$12.00) dollars will be applied to the employee's current weekly pay rate. The employee will then be slotted into the closest step in the new schedule that is equal to, but not less than, that new amount. 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 six months; for wage purposes, the employee will be treated as though he or she never left the former 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; 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, individual bonuses, or commissions may be awarded, such award shall not constitute a binding precedent or practice with respect to any future incentive programs, 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 prior to notifying affected employees of changes made in incentive programs, bonuses, or commissions under the provisions of this Section. It is further the Company's intent to provide, whenever practicable, at least one (1) week's advance notice to the Union.

Section 3. Employees (except those exempt under the FLSA) 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. 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, paid Holidays shall be considered time worked.

Section 4. Employees who are called by a supervisor or designate to report to work, or to perform work from home, shall be paid at the applicable rate of pay for actual time worked.

Section 5. Employee performing work on Sunday shall be paid a premium of ten (10) percent of their basic wage rate.

Section 6. A night differential shall be paid to employees for each scheduled hour, or fraction thereof, worked after 10:00 p.m. and before 6:00 a.m. in the amount of ten (10) percent of the employee's basic hourly rate.

Section 7. 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, training responsibilities, and performing managerial opening and /or closing (Key Holder) responsibilities. In no event shall such assigned employee have any involvement in discipline or performance evaluation of other employees and observations performed by such assigned employees will not be used by management for discipline purposes; and unless directed by management, they should not access records related to discipline or performance issues of any employee. An employee involved in such training and/or assignment shall continue to be subject to all applicable provisions of this Agreement.

Section 8. A qualified employee who is temporarily assigned and performs 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 if such assignment exceeds two (2) weeks.

Section 9. A differential consisting of five (\$5.00) dollars per day, not to exceed twenty-five (\$25.00) dollars per week, shall be paid to Call Center employees

for each full day worked when assigned by management to speak in a foreign language.

A differential consisting of three (\$3.00) dollars per day, not to exceed fifteen (\$15.00) dollars per week, shall be paid to part-time Call Center employees when assigned by management to speak in a foreign language for each tour worked that is at least four (4) hours but less than eight (8) hours.

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 the IRS allowable rate per mile¹.

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

- a. The Company will reimburse employees for use of their personal car the IRS allowable rate per mile¹ for that portion of any trip that occurs while the employee is being paid for work time.

¹In no case will the rate of reimbursement exceed the IRS allowable reimbursement rate.

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 subject to limitations which the Company in its discretion may establish and/or change from time to time. All such expenses shall be supported by an original receipt.

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. Earned time off will not have to be exhausted prior to a personal leave of absence.
- 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.
- d. Employees with at least twelve (12) months Continuous 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. 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 or otherwise is required (under penalty of fine or arrest) to appear before a judge or other legal tribunal in a 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. An employee required to appear before a judge or other legal tribunal in a case in which they are a party must use earned paid time off to attend. In the event the employee has no earned paid time off, the employee shall be excused from work without pay.

Section 5. Funerals/**Memorial Services**. 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/**memorial service** of a member of the immediate family. The leave may not begin until the day of death and not extend more than (2) days beyond the day of the funeral/**memorial service**. For purposes of this Section, immediate family shall mean spouse, legally recognized partner, children, sister, brother, mother, father, former legal guardian, 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.

An employee may request one (1) additional day without pay, if the funeral/memorial service of any member of the immediate family described above is held more than 200 miles from the employee's home address. A paid individual day may be substituted for this excused day at the employee's request.

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 5 years	Of 2 days
5 years but less than 8	Of 1 day
8 years and over	No waiting period

- b. The maximum amount of paid illness time for an employee covered by this Article shall be three (3) days or twenty-four (24) hours, prorated for part time, in a calendar year. Nothing in this Agreement shall be interpreted to provide for paid illness time in excess of this amount for such employees.
- c. A day in the waiting period shall be considered as an absence of at least one (1) session from scheduled time.
- d. 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.
 - (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 in the first quarter), with the approval of Management, due to a business necessity. A vacation year is defined as a period of time beginning January 1st and ending on December 31st.

Section 3. If, before receiving the vacation to which he or she has earned, as provided for in Section 1. of this Article, an employee is dismissed (except for reason of misconduct **in which case the employee waives and forfeits any right the employee may have to receive pay for vacation earned at the time of termination including any rights under state law, unless such waiver is not expressly permitted by applicable state law**), 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 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. A vacation week is defined as beginning with Sunday and ending with Saturday with no scheduled work time in between.
- c. 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 will receive pro-rated vacation pay based on their "average equivalent workweek". The "equivalent workweek" will be determined by dividing the employee's total hours worked 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 not scheduled to 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,. 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 hours worked 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	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Three Floating Holidays ¹
Labor Day	One Designated Holiday ²

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.c.

¹For new employees, Floating Holiday eligibility is one (1) Floating Holiday after the first three (3) months of Net Credited Service, a second Floating Holiday after six (6) months of Net Credited Service and a third Floating Holiday after nine (9) months of Net Credited Service. **A Floating Holiday earned after October 31 may be carried over into the next year, to be used in the first quarter, consistent with the scheduling provisions outlined in Section 6.c. of Article 22, Vacations.**

²Each new employee who completes six (6) months of Net Credited Service within the calendar year shall be eligible for one (1) Designated Holiday. **A Designated Holiday earned after October 31 may be carried over into the next year, to be used in the first quarter, consistent with the scheduling provisions outlined in Section 6.c. of Article 22, Vacations.**

Section 2. 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 3. Eligible employees who have been scheduled to work on a Holiday and fail to do so shall not receive pay for the Holiday.

Section 4. 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.c. 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 through the month of March 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. Part time Employees 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 hours worked 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.

Section 6. Upon an employee's request and with management approval, unforeseen personal time off may be substituted with Excused Day(s) with Pay, subject to an employee's eligibility in Section 1, in lieu of an absence. The request must be made in accordance with the absence reporting process then in effect and prior to the start of the employee's shift. The application of this section shall not be subject to the grievance or arbitration process.

ARTICLE 25
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.

Section 4. Nothing in this Article diminishes the legal rights of the Union to engage in effects bargaining.

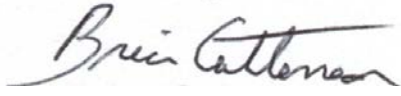
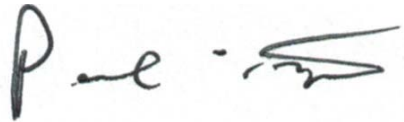
ARTICLE 26
DURATION OF AGREEMENT

This Agreement shall become effective as of August 25, 2019 and shall remain in effect up to and including, **May 19, 2023**, 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 20th day of August 2016.

International Brotherhood
Of Electrical Workers

AT&T Customers Services, Inc.



Paul T. Wright
SCT-3 Chairman
IBEW Local 21

Brian Cattaneo
Labor Relations Manager
AT&T Labor Relations



Appendix A

Administrative Support Associate

<u>Step</u>	<u>Effective</u> <u>08/25/19</u>	<u>Effective</u> <u>08/23/20</u>	<u>Effective</u> <u>08/22/21</u>	<u>Effective</u> <u>08/21/22</u>
1	378.50	378.50	378.50	378.50
2	399.50	400.50	401.50	402.00
3	422.00	424.00	425.50	427.00
4	445.50	448.50	451.00	453.50
5	470.00	475.00	478.50	482.00
6	496.50	502.50	507.50	512.00
7	524.00	532.00	538.00	544.00
8	553.00	563.00	570.50	577.50
9	584.00	596.00	605.00	613.50
10	616.50	630.50	641.50	652.00
11	651.00	667.50	680.00	692.50
12	687.00	706.50	721.00	735.50
13	725.50	747.50	764.50	781.50

Customer Solutions Associate

<u>Step</u>	<u>Effective</u> <u>08/25/19</u>	<u>Effective</u> <u>08/23/20</u>	<u>Effective</u> <u>08/22/21</u>	<u>Effective</u> <u>08/21/22</u>
1	616.00	616.00	616.00	616.00
2	631.00	632.50	634.00	635.00
3	646.50	650.00	652.00	654.50
4	662.50	667.50	671.00	675.00
5	678.50	685.50	690.50	695.50
6	695.50	704.00	710.50	717.00
7	712.50	723.00	731.00	739.00
8	730.00	742.50	752.00	762.00
9	748.00	762.50	774.00	785.50
10	766.00	783.00	796.50	809.50
11	785.00	804.50	819.50	834.50
12	804.50	826.00	843.00	860.50
13	824.00	848.50	867.50	887.00

Customer Care Associate

<u>Step</u>	<u>Effective</u> <u>08/25/19</u>	<u>Effective</u> <u>08/23/20</u>	<u>Effective</u> <u>08/22/21</u>	<u>Effective</u> <u>08/21/22</u>
1	545.50	545.50	545.50	545.50
2	561.00	562.50	563.50	564.50
3	577.50	580.00	582.50	584.50
4	594.00	598.50	601.50	605.00
5	611.00	617.00	621.50	626.50
6	628.50	636.50	642.50	648.50
7	646.50	656.50	663.50	671.00
8	665.00	677.00	685.50	694.50
9	684.50	698.00	708.50	719.00
10	704.00	720.00	732.00	744.50
11	724.50	742.50	756.50	770.50
12	745.00	765.50	781.50	797.50
13	766.50	789.50	807.50	825.50

Customer Resolution Associate

<u>Step</u>	<u>Effective</u> <u>08/25/19</u>	<u>Effective</u> <u>08/23/20</u>	<u>Effective</u> <u>08/22/21</u>	<u>Effective</u> <u>08/21/22</u>
1	534.00	534.00	534.00	534.00
2	553.50	555.00	556.00	557.00
3	573.50	576.50	578.50	580.50
4	594.50	598.50	602.00	605.50
5	616.00	622.00	626.50	631.50
6	638.50	646.00	652.00	658.50
7	661.50	671.50	679.00	686.50
8	685.50	697.50	706.50	716.00
9	710.50	724.50	735.50	746.50
10	736.50	752.50	765.50	778.50
11	763.00	782.00	796.50	811.50
12	791.00	812.50	829.00	846.50
13	819.50	844.00	863.00	882.50

Operations Associate

<u>Step</u>	<u>Effective</u> <u>08/25/19</u>	<u>Effective</u> <u>08/23/20</u>	<u>Effective</u> <u>08/22/21</u>	<u>Effective</u> <u>08/21/22</u>
1	438.00	438.00	438.00	438.00
2	457.00	458.50	459.00	460.00
3	477.50	479.50	481.50	483.00
4	498.50	502.00	505.00	507.50
5	520.00	525.50	529.00	533.00
6	543.00	549.50	555.00	560.00
7	567.00	575.00	581.50	588.00
8	591.50	602.00	610.00	618.00
9	617.50	630.00	639.50	649.00
10	645.00	659.00	670.50	681.50
11	673.00	690.00	703.00	716.00
12	702.50	722.00	737.00	752.00
13	733.50	755.50	772.50	790.00



August 25, 2019

Mr. Paul T. Wright
Chairman, System Council T-3
International Brotherhood of Electrical Workers Local Union 21
1307 Butterfield Road, Suite 422
Downers Grove, IL 60515-5606

Dear Mr. Wright:

Subject to ratification of the 2019 Labor Agreement between AT&T Customer Services, Inc., and the International Brotherhood of Electrical Workers, System Council Telephone - 3 (SCT-3), the Company and the Union acknowledge that there is a responsibility to provide high quality service to customers and the need to be in a position to effectively compete in today's increasingly competitive wireless industry. Call Quality Observation is a tool used to evaluate the effectiveness of employees to reach and maintain quality service, and to continually develop employees' skills to provide high quality service, as well as to expand personal growth. The approach for monitoring will continue to be based on a premise that fosters a work environment that builds on mutual trust and respect to enhance job satisfaction.

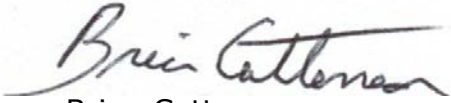
In addition, to ensure courteous treatment, accurate information, and superior service, customer calls may be observed for many productive purposes such as, but not limited, to assisting in the training and development of employees, identification of customer needs, and product evaluation.

The following language applies to employees in call centers:

- A maximum of eight (8) randomly selected customer calls per representative per month may be observed. Management shall select the first call to be observed and will alternate selection with the employee for all calls thereafter. Calls selected by the employee must have a minimum duration of three (3) minutes or more. Calls selected for evaluation shall be selected from those calls that occurred after the employee's most recent call evaluation. Management will determine the method of evaluation.
- Calls used for calibration purposes by management and additional customer calls selected for coaching purposes will not be used toward discipline except in the event of misconduct.

The Company and Union recognize that discussions concerning performance and coaching are most effective when communicated in a reasonably close timeframe to the observation. To this end, the Company will generally review with the employee the Call Quality Observation results within the employee's next two (2) scheduled work days following the quality observation.

Sincerely,

A handwritten signature in black ink that reads "Brian Cattaneo". The signature is written in a cursive style with a long, sweeping underline.

Brian Cattaneo
Labor Relations Manager
AT&T
NTP



August 25, 2019

Mr. Paul T. Wright
Chairman, System Council T-3
1307 Butterfield Road, Suite 422
Downers Grove, IL 60515

Re: Terms of Transfer Applicable to Employees Transferring between Participating IBEW Labor Agreements into and out of the AT&T Customer Services, Inc. Bargaining Unit Represented by the International Brotherhood of Electrical Workers, System Council T-3.

Dear Mr. Wright:

This letter sets forth the terms of the agreement between AT&T Customer Services, Inc. ("AT&T Services") and the International Brotherhood of Electrical Workers, System Council T-3 ("IBEW") regarding the terms of transfer applicable to IBEW-represented employees transferring between the attached list of "Participating IBEW Labor Agreements" (Attachment A) into and out of the bargaining unit represented by the IBEW ("Agreement"). The represented employees covered by each of the Participating IBEW Labor Agreements (collectively the "Covered CBAs") employed by the AT&T Participating Companies¹ will be allowed to voluntarily transfer into vacancies at AT&T Services within the bargaining unit currently represented by IBEW (the "Services Unit"), under the terms and conditions set forth in this Agreement. For purposes of this Agreement, these employees are referred to as "Transferees". The terms of the National Transfer Plans ("NTP") in each of the Covered CBAs will apply² to the transfer process for Transferees moving between each of the Covered CBAs and AT&T Participating Companies and the Services Unit except as set forth below:

1. Amendment for Transferees Coming into the Services Unit

In lieu of Paragraphs 4 and 5 of the Intersubsidiary Movement ("IM") Section and Paragraphs 5, 6 and 7 of the IBEW Surplus Exchange ("CSE") Section of the NTP, except the following sentence in paragraph 5 of the IM and paragraph 6 of the CSE Sections "All activity involved in the hiring process (interviewing, testing, driving, security checks, etc.) is to be completed on the employee's own time and such time will not be compensated", Transferees interested in being considered for vacancies in the Services Unit will be considered after first consideration is afforded to qualified employees laid off from the AT&T Services bargaining unit and then internal AT&T Services bargained personnel in accordance with the 2019 Labor Agreement, effective August 25, 2019, between IBEW and AT&T Services ("2019 Yellow Labor Agreement").

¹ The term "Participating Companies" refers to wholly-owned subsidiaries of AT&T, Inc. as long as they remain wholly-owned subsidiaries, who are parties to Participating IBEW Labor Agreements.

² Any changes, modifications, or amendments to any NTP after the date of this letter that affect any terms and conditions concerning how AT&T Services receives Transferees will not become effective until such changes are agreed to in a new written agreement executed by the appropriate bargaining representatives of the Parties.

Transferees who are qualified for the particular vacancy will receive priority placement prior to off-street applicants who, in the judgment of the Company, are similarly qualified. Otherwise, the terms of the 2019 Yellow Labor Agreement will control. The applicant whom the Company deems most qualified will be selected. If an AT&T Services bargained employee and a Transferee both have qualifications that, in the judgment of the Company, are relatively equal, the AT&T Services bargained employee will be selected for the vacancy. Unless otherwise stated in this Agreement, when a Transferee is selected for a position covered by the 2019 Yellow Labor Agreement, he/she will be transferred using the same processes that are currently applicable to AT&T Services bargained personnel who transfer between AT&T Services jobs.

In lieu of Paragraph 10 of the IM Section and Paragraph 12 of the CSE Section of the NTP, Transferees transferred on or after the effective date of this Agreement will be treated as newly hired as of the date of such transfer with respect to all benefit plans, programs and/or policies at AT&T Services pursuant to the terms and conditions of the plans, programs and/or policies, including subsequent changes made to such plans, programs and/or policies applicable to Services Unit employees in effect on the Transferees' transfer date, except as follows:

If a Transferee has satisfied the eligibility conditions for post-employment medical benefits under his/her applicable Covered CBA at the time of transfer to AT&T Services and transfers into the Services Unit during the term of his/her applicable Covered CBA ("Eligible Transferee"), when the Eligible Transferee terminates employment from AT&T Services, he/she would then be eligible to receive medical and voluntary benefits to the same extent as active employees of AT&T Services eligible for such benefits following the Eligible Transferee's termination through the term of the existing plan of benefits provided under the 2019 Yellow Labor Agreement. Once the applicable plan of benefits under the 2019 Yellow Labor Agreement expires, such Eligible Transferee's post-employment benefits and eligibility would be subject to the same terms provided to Current Retirees³ participating in the plan applicable to the bargaining unit from which he/she transferred. Such benefits and eligibility for Current Retirees and all such Eligible Transferees may change from time to time as determined at the discretion of the Companies.⁴

2. Clarification for Transferees Coming into the Services Unit

Paragraph 6 of the IM Section and Paragraph 8 of the CSE Section of the NTP govern how equally qualified Transferees competing against each other for the same vacancy within the Services Unit will be selected. If, however, an AT&T Services bargained employee and a Transferee both have qualifications that, in the judgment of the Company, are relatively equal, the AT&T Services bargained employee will be selected for the vacancy.

³ For purposes of this Agreement, "Current Retiree" means a former employee of an AT&T Participating Company who terminated employment with eligibility for post-employment benefits prior to the effective date of the collective bargaining agreement in effect for employees of the AT&T Participating Company as of the date of the Eligible Transferee's termination from AT&T Services.

⁴ The Union acknowledges and expressly agrees that this Agreement does not create any obligation for AT&T Services or any of the other AT&T Participating Companies to negotiate over benefits for any Current Retirees.

As a result of Paragraph 9 of the IM Section and Paragraph 11 of the CSE Section of the NTP, a Transferee's Net Credited Service from the departing company will also be recognized within the Services Unit under the following contractual provisions in the 2019 Yellow Labor Agreement:

Article 3, Classification of Employees

Article 7, Grievance Procedure

Article 9, Arbitration

Article 11, Seniority

Article 12, Hours of Work

Article 13, Work Assignments

Article 14, Force Adjustment

Article 21, Absences

Article 22, Vacations

Article 23, Holidays

Article 24, Excused Days With Pay

Under the Order of Consideration provision, Transferees will have the order of consideration set forth in the National Transfer Plan, but if an AT&T Services bargained employee and a Transferee both have qualifications that, in the judgment of the Company, are relatively equal, the AT&T Services bargained employee will be selected for the vacancy. This Agreement does not modify or diminish the current 2019 Yellow Labor Agreement language regarding Article 13 - Work Assignments.

3. Additional Agreement Terms

The Union agrees that it will not seek to alter any existing bargaining units in any AT&T Company on the basis of any movement or transfer of employees as a result of this Agreement. Further, the Union will not, on the basis of this Agreement, on the basis of the negotiations that preceded this Agreement, or on the basis of any change in operations or practices, or benefits administration, eligibility or entitlement made by AT&T Services and/or the Participating Companies as a result of this Agreement, in any pleading, petition, complaint, filing or proceeding before the National Labor Relations Board, an arbitrator or panel of arbitrators, or any court of competent jurisdiction, assert, claim, charge or allege that any companies are a single or joint employer or enterprise, alter egos, accretions or successors of one another, or that any bargaining units of said entities represented by or sought to be represented by the IBEW are a single bargaining unit or are or should be otherwise altered in their scope or composition. This commitment on the part of the IBEW will survive the expiration of this Agreement, unless and until such time as this commitment is terminated by the mutual written Agreement of the parties.

Notwithstanding any other provision to the contrary, this Agreement and any actions under it are not subject to arbitration.

This Agreement will become effective upon implementation of the National Transfer Plan process, upon being administratively feasible to implement for that group, and upon the signature of the representatives designated below. Once effective for the Covered CBAs, this Agreement will remain in effect up to and including May 19, 2023.

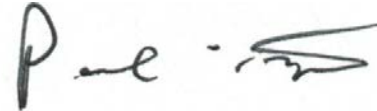
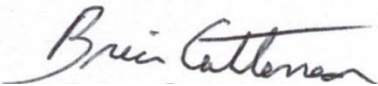
The IBEW represents and acknowledges that it is authorized under its International Constitution to execute this Agreement without a ratification vote of the Services Unit.

Agreed and Accepted by:

Agreed and Accepted by:

AT&T Customer Services, Inc.

International Brotherhood of Electrical Workers,
System Council T-3



Brian Cattaneo
Labor Relations Manager, Labor Relations

Paul T. Wright
Chairman, System Council T-3

Participating IBEW Labor Agreements

Agreement Between AT&T Midwest & AT&T National and International Brotherhood of Electrical Workers System Council T-3 (Excluding Appendices Between SBC Global Services, Inc. and International Brotherhood of Electrical Workers Local Unions 21, 58, 134, and 494).

Agreement Between DirecTV and International Brotherhood of Electrical Workers System Council T-3

2019 Agreement Between International Brotherhood of Electrical Workers and AT&T Customer Services, Inc.