

THE ELEVENEIGHTEEN EDGE

Volume 11, Issue 4 - December 2017



AT&T Mobility CONTRACT WIN! ~ Ratification Vote

Final Bargaining Report 12/13/17

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

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

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

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

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

Ratification Vote Info!

Your Executive Board will be out in stores between now and January 5th to ensure all members have a chance to vote. Please make sure your [personal email address](#) is on file with the union so that you get notifications of the date/time and store locations for the vote. We look forward to congratulating you in person.

Update your email address online @ www.cwa1118.org or simply email secretary@CWA1118.org from your personal address with your name in the subject line to verify.

Published by:
Theresa Devine

Edited by:
Gil Carey
John Van Denburgh

CWA Local 1118
4 Wembley Court
Albany, NY 12205
518-862-0095

www.cwa1118.org



AT&T Mobility Summary of Tentative Agreement

1. Duration of Contract

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

2. Wages and Other Compensation

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

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

a. General Wage Increase.

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

- 2.25% retroactive to 2/12/17
- 3.0% effective February 11, 2018
- 2.25% effective February 10, 2019
- 2.25% effective February 9, 2020

b. Ratification Bonus

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

c. Relief Differential

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

d. On Call Duty

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

3. Employment Security

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

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

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

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

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

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

b. Call center call share commitment

In a first-ever agreement in the wireless industry, AT&T has guaranteed the level of calls coming into call centers covered by the Orange contract. During the course of

our negotiations, it was determined that currently orange contract call centers handle 5 percent of all Mobility calls.

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

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

c. Force Adjustment Article for All Employees.

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

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

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

AT&T Mobility Summary continued

4. Health Care

The terms of the health care plan for the years 2017 - 2020 were bargained and ratified in 2016 as part of the National Benefit Bargained Plan (NBBP). It applied to all CWA

Mobility contracts across the country. That agreement included an “unwinding” provision which returned bargaining over all benefit plans to each mobility contract.

This agreement covers the plan in 2021 only – the last year of the

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

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

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

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

AT&T Mobility Summary continued

5. Contract Changes Relating to Retail Workers

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

Effective in 2018, base wages for Retail Sales Consultants (RSCs) will be increased by \$2,500 per year and the “at-risk” commission minimums are reduced by \$2,500 per year, from \$12,750 to \$10,250. The increase will be applied to each step of the wage schedule. In 2018, the negotiated general wage increase will be applied after the commission adjustment is made.

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

b. Adjustment to Wage Table for COS Sales Advocate

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

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

c. Monitoring on the Sales Floor

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

determines the method of evaluation and what is observed.

*** This new agreement restricts evaluative observations members can.**

d. Improved retail and call center attendance plans

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

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

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

6. Contract Changes Relating to Call Center Workers

a. Call Center Monitoring

The Letter of Agreement regarding monitoring limits the number of evaluative observations that can be observed in a month to 8. Selection of calls to be observed will alternate between management and the

employee, with management selecting the first call. Management determines the method of evaluation. Any additional calls observed cannot be used for discipline except in cases of misconduct.

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

b. Rules for Employees Performing MI60 Duties

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

c. Call Center “Mini Shift Bids”

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

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

AT&T Mobility Summary continued

6. Contract Changes Relating to Call Center Workers . . . continued.

d. Improved Retail and Call Center Attendance Plans

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

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

*** This will result in less points for members who take consecutive sick days. Members who fall under these attendance policies who are on a final written warning will have their total**

points reduced by 1 point upon ratification. Big win here!

7. Contract Changes Relating to Technicians

a. Trial of Small Cell Aerial Work

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

b. Safety Equipment for Supply Chain Employees

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

c. Protecting Seniority in Workforce Imbalance Situations

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

8. Provisions Relating to New Hires

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

a. Paid Sick Time

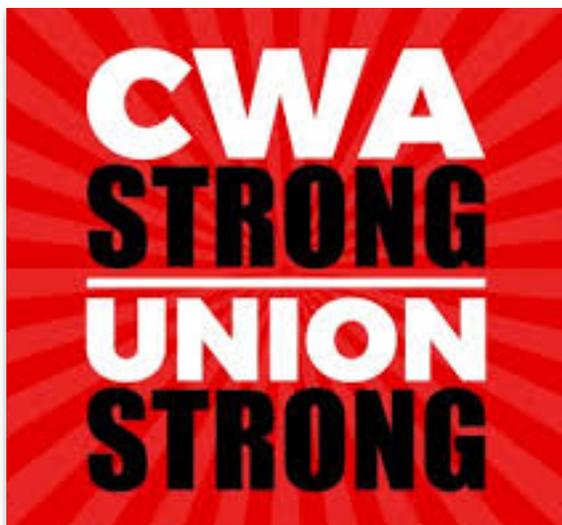
For employees hired after January 1, 2018, the amount of paid sick leave has been reduced to a maximum of five paid days per year. These amounts are pro-rated for part-time workers.

b. Short-Term Disability Plan

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

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

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



AT&T Mobility Summary continued

9. Other Contract Changes

a. Hours of Work Under Temporary Conditions

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

b. Non-Discrimination

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

c. Right to Pay for Unused Vacation or EWPs

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

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

10. Improvements in Union Administration of the Contract

a. Time Off for Union Activities

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

b. Grievance Process

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



Cody Wojdyla, CFP®

CERTIFIED FINANCIAL PLANNER™

Helping CWA 1118 members achieve their financial and retirement goals

Call or email today to set up your free consultation. This consultation will review our planning process, tested strategies, and experience with your Verizon employee benefits. I will explain cost, review your personal financial and retirement situation, as well as review the benefits of working with an independent financial planning firm.

(518) 621-7173

Cody@rosemontfg.com

18 Corporate Woods Blvd, Albany

Securities offered through Registered Representatives of Cambridge Investment Research, Inc., a Broker/Dealer, Member FINRA/SIPC. Advisory services offered through Cambridge Investment Research, a Registered Investment Advisor. Rosemont Financial Group and Cambridge are not affiliated.

CWA is not an affiliate of Rosemont Financial Group and does not recommend or sponsor any outside organization. CWA members assume responsibility for their financial decisions.

2018 Executive Board

Thank you to our members who took part in our 2017 elections!

President

John Van Denburgh
518-469-5533
johnv37@verizon.net

Secretary

Theresa Devine
518-782-9977
theresadevine@me.com

Executive Vice President

Tony Bottisti
518-423-0166
abottisti@verizon.net

Treasurer

Mike Panzarino
518-441-0751
treasurer@cwa1118.org

Vice President

Jim Bauer
518-813-0686
bauerj0808@yahoo.com

Business Agents

Capital District Inside	Deborah A. LaMountain	518-301-0734	cldamtn@msn.com
Capital District Outside	Carl Kakule	518-424-0954	carl0726@msn.com
Glens Falls/Saratoga Area	Brian Morris	518-321-6962	marva@mailcity.com
North Country	Christopher Hooper	518-250-0838	hooper1@verizon.net
AT&T Mobility	Rachel L. Bailey	518-577-6161	rachelb1118@gmail.com

Retirees Corner *Bv Victoria "Vickie" Dichian*

As the President of the CWA Local 1118 Retirees Club, I would like to introduce myself. I worked for the Telephone Company retiring in 1994 with 33 years of service (28 years of actual service with an additional 6 years of incentive service). I spent 12 years in the Repair and Maintenance Center. I also worked in the Traffic Department; the Residential and Business Service Centers; Directory (Yellow Pages) and Engineering. I was a Steward and Lobbyist for the Independent Unions as well as a Steward and the Social Chairman for Local 1118. I am looking forward to serving as your President and working again for the benefit of our members and our Local.

The other officers for the Retirees are Bette Ticen, Vice President and Joseph Brady, Treasurer. We still

need a Secretary so if anyone interested, please contact me at vickielyca@hotmail.com or call the Union Hall and leave a message.

Our meetings are held from September through May on the first Thursday of the month at the West Albany Fire Station, 113 Sand Creek Road, Albany 12205 at 1:00pm. The September meeting is a picnic and the December and May meetings are luncheons (with locations to be determined.) Dues are \$10 to help with various events and projects. In order to continue to receive copies of "The ElevenEighteen Edge" you must be a member and membership is restricted to non-management employees. Members are asked to bring items for the Regional Food Bank of Northeastern, NY. to each meeting. We hope to have speakers

at our meetings addressing topics that are helpful to our members. Carmen Samara, CWA's Health Care Coordinator, will be at our January 4th meeting to address general benefit concerns. Please write down your questions so that we can have the questions and answers in the next newsletter for those members who are unable to attend.

We will have pizza and soda as well as coffee and donuts or cookies.

I am pleased to announce that we raised \$633.00 at our Holiday Luncheon with all money being donated to the Regional Food Bank of Northeastern, NY.

I would like to wish you all a Healthy and Happy New Year.

2017 Annual Children's Holiday Gathering

Thank you to our members and their families who joined us on Sunday, December 3, 2017, for our annual children's holiday party.

Santa entertained the kids with singing, dancing and gifts while Mr. Twisty created balloon figures for one and all.

Missed the fun this year? Mark your calendar now for Sunday, December 2, 2018 and join us next year.



2017 Annual Children's Holiday Gathering

Special thanks Lynne Greenway and her team of merry elves for once again making the annual holiday gathering a success.

Thank you also to Jeff Veit for being our official photographer for the big day.



American Red Cross

By Theresa Devine

Scheduling Issues Continue

Over the last few months we have seen NO IMPROVEMENT on the issue of scheduling - in fact it is worse then ever.

Members continue to receive schedules days later than agreed upon in our contract and those schedules are full of mistakes.

The union has been offering for over 18 months to sit with the company and proof the schedule before it comes out to the staff - the company has REFUSED our offer and your chief steward Chuck continues to notify Rob and AP&S of the many mistakes including but not limited to:

- wrong in times
- new hires getting more hours then senior members
- part time members scheduled full time hours
- members sitting home while staff from other areas come into our area and work
- wrong truck #'s etc

During grievance meetings the company insists they are diligently working to put out correct and timely schedules however short staffing and last minute notification of changes by staff makes this very difficult.

The union has suggested:

- Schedule staff as agreed upon at time of hiring.
- Allow staff to leave early as needed for court / doctors - and not force staff to take full day UPTO
- Advise DRD of the short staff issue in Albany and request they schedule drives further out on the calendar until we hit the proper staffing capacity

- TALK to members - DO NOT TEXT
- Listen to members and not automatically deny requests

The union is committed to doing everything possible to work with the members and the company to ensure smooth scheduling in the New Year.

Driver Safety

Winter is here and it is more important then ever that we take time to inspect our vehicles before leaving for a drive.

IF the vehicle you are assigned to drive is unsafe in any way notify the Ops Manager and Chief Steward ,Chuck Varin, immediately.



Contract - What do members want?

The National Addendum and the Local Contract expire in 2018 and that being said it is time to start thinking of what we need to improve upon in our upcoming negotiations.

Items suggested by our members include:

- Life Insurance
- Better medical coverage
- Allowing full time staff to "opt out" of medical coverage
- Make short term disability coverage available to staff that does "opt out" of medical coverage
- Long term disability coverage



- Accountability and Penalty for company not posting schedules as agreed upon
- Guarantee hours 37.5 weekly / or senior members scheduled first
- Clarification on order of overtime
- Eliminate cross-training / bring back MUA title
 - have drivers drive and phlebotomist stick
 - **Section 4 A 2** ends "Current collection staff may not be able to assist in situations where there are physical, worksite and equipment limitations." If members are able to do everything but load/unload (due to lifting restrictions) they should be recognized for the valuable asset they are for all the other duties they perform and not told to "have the limitations lifted or find another job where the restrictions don't matter"
- Protection for members injured on the job
- Notify union when members are being interviewed / disciplined
- Penalty for missing breaks - i.e.: guaranteed break pay for missed breaks
- BELT LINE and LATE END FOR APHAERESIS

If you have additional suggestions for our bargaining team, please get them to your stewards or chief.

2017 Issue 4
ELEVEN-EIGHTEEN EDGE



**FAGAN
ASSOCIATES**
REGISTERED INVESTMENT ADVISOR

**CELEBRATING 25 YEARS SERVING
THE INVESTORS OF THE CAPITAL REGION**

Locally Owned and Managed

Over \$300 Million Under Management

Free Initial Consultation

Investments – Financial Planning – Retirement Planning

767 Hoosick Road
Troy, New York 12180
(518) 279-1045 1-800-273-6026
www.faganasset.com

CWA 1118 does not endorse any financial institution. CWA members are responsible for their own financial decisions.



LEGAL SERVICES



Experienced representation for

**WORKERS' COMPENSATION ♦ PERSONAL INJURY
SOCIAL SECURITY DISABILITY
VETERANS DISABILITY BENEFITS**

Call for free telephone consultation for other legal matters.

**Statewide law firm endorsed by CWA Local 1118
to represent members, their families and retirees.**

FOA
Attorneys at Law

**FINE, OLIN & ANDERMAN, LLP
1-800-522-9001**

www.foalaw.com

Local offices in Albany and Troy



CWA LOCAL 1118
 4 Wembley Court
 Albany, NY 12205
 518-862-0095

**Non-Profit
 Organization U.S.
 Postage PAID
 Albany, N.Y.
 Permit No. 606**

**Current Resident
 or:**

CWA Local 1118 Executive Board

President - Gil Carey
Executive Vice President - John Van Denburgh III
Secretary - Theresa M. Devine
Treasurer - Michael Panzarino

Verizon Vice President
 Tony Bottisti - Albany Area

Business Agents:
 Rachel Bailey - AT&T Mobility
 Bill Kelly - Capital District Outside
 Deb LaMountain - Capital District Inside
 John Lebel - Cambridge / Glens Falls / Saratoga & Ticonderoga
 Steve Sucharski - Plattsburgh / Saranac
 Matt Pearson - Potsdam, Malone

**CWA Local 1118
 (862-0095)**

NEW PRICE LIST

Hats (red, blue, black) upon request		\$15.00
Hats (red) winter caps		10.00
T-shirts (red)	S,M,L,XL	15.00
	XXL	16.00
	XXXL	17.00
	XXXXL	18.00
Red Sweatshirts (crew neck)	M, L, XL	20.00
	XXL	22.00
	XXXL	23.00
	XXXXL	25.00
Red Sweatshirts (hooded pull-over w/pouch)		
	M, L, XL	30.00
	XXL	31.00
	XXXL	32.00
	XXXXL	34.00
Red Sweatshirts (hooded w/zipper)		
	M, L, XL	34.00
	XXL	36.00
	XXXL	38.00
	XXXXL	41.00

Special shirts, jackets, etc. are available by order. We have a catalog available in the office.

NOTE: Please contact your Chief Steward or the Union Hall to place an order. We try to keep the red T-shirts and sweatshirts in stock here at the hall. Navy blue and black also available.