



Positive View

The Newsletter of CWA Local 9421, Sacramento



POSITIVE VIEW



COMMUNICATIONS WORKERS OF AMERICA

LOCAL 9421, SACRAMENTO, CA

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Robert Longer

WE'VE COME A LONG WAY

Dear Members,

Now that the contracts have been ratified with AT&T, we have plenty of time to prepare for the next round of bargaining. We all know this was a tough round of negotiations, both at AT&T Core (wireline) and Mobility (wireless). Despite major challenges, overall we have come a

long way towards securing contracts that will continue to improve the lives of CWA members.

With **AT&T Core**, it will be even tougher in 2016... but there is no excuse for anyone to say "I can't afford to go out on strike"...there is plenty of time to prepare. I do appreciate and commend those that were ready and willing to do whatever it took to get a fair contract. While this is not the ideal contract that we all hoped for, it is what our Bargaining Committee was finally able to recommend and what the majority of members voted yes for. Things became complicated once the other regions ratified; however, with the changes to our Constitution, this should not happen again. When we had to involve a federal mediator—who has seen hundreds of contracts—they commented: "this is a pretty good contract." While many were not happy and the first tentative agreement (TA) was voted down, I must say that many of you heard me say over and over that "things happen the way they do for a reason." It does seem that voting down the first TA sent a loud message to AT&T, and they came back to the bargaining table much more cooperative, and our bargaining committee felt strongly that the new gains provided members in the West one of the best contracts with AT&T in the country.

As we all know, the Core contract is not perfect, and members were mostly upset about having to pay into benefits, losing ERB and not getting an early signing bonus. The bonus is usually for "EARLY" signing which was clearly not the case this time around. In my 30 years with AT&T and in my three rounds of negotiating the AT&T Core contract (2001, 2004 & 2009), I can tell you it has never taken this long and we have never had to involve a mediator. Losing ERB was definitely a big disappointment, since there were



many of our members close to being eligible. It was brought up in the negotiations for the 2nd TA, but the fact that we were able to keep it in our contract this long is amazing; we are the only region that had such an offer. However, our higher senior members are looking forward to the new Enhanced Severance Benefits (ESB) offer that replaced ERB. I am particularly proud of the fact that we kept Article 2, and now it includes Voluntary Separation Benefits (VSB).

VSB is a process where a non-surplused employee wants to leave the company, but would like an incentive to do so. They can voluntarily put in to be considered for an ESRO offer if another employee in their same Presidential entity is in surplus. If there is a surplus employee who wants to stay with the company AND take the job of the non-surplused employee, the surplus employee will be offered to replace the non-surplused employee, and the non-surplused employee will leave with an ESRO offer. It is a win-win offer, because it allows someone who wants to leave to do so, and allows someone who wants to stay to keep a job. In fact, *the very first VSB offer in all of CWA District 9 was made right here in our Local, and Lisa Armstrong from Bill Print in West Sacramento was the happy recipient of an ESRO offer and has left the company (you can see her picture below right)*. Because Lisa voluntarily left, she saved the job of another employee who was in surplus, and now that person has replaced Lisa and is very happy to have a new position with the company.

Since VSB is a new process in our region, there has been some confusion—as you can imagine—but the CWA bargaining committee is working closely with the company to ensure the process is followed properly. VSB will be inserted in Article 2 of the AT&T Core contract and hopefully this will help make it a little more understandable. Once we get our contracts I will schedule training for the Stewards, and then we will schedule site visits at Core work locations to give you an opportunity to have your questions answered on the contractual changes, and we will continue to have meetings throughout the life of the contract to ensure that we cover your questions. **This new contract expires April 9, 2016**, and I have already had requests to come out to the different work groups and explain how some of the changes will impact the individual work groups. At this time, the number one question has been, “when do we get a copy of the new contract?” The answer is soon. As of the time of printing, all proof-reading has been completed and now it’s up to the

company to order a printed version for each employee.

With **AT&T Mobility**, the contract isn’t perfect either. However, overall it is still a good contract with the benefits that our members are still grateful for, and yes, we hope to improve those each round of bargaining. Unfortunately, AT&T is a greedy employer and is looking to do more with less. The company will continue to look at how to downsize/consolidate. While we cannot stop this from happening, I am glad to point out that because we are Union the employer cannot simply hand out pink slips. There are follow the work opportunities and severance pay that the company is contractually obligated to offer.

With **Gordon & Schwenkmeyer Inc. (GSI)**, we continue to negotiate for a contract, despite a slow pace at the bargaining table. We will continue to put pressure on the employer so that they will bargain in good faith, and continue to bring meaningful proposals and sincere commitment to reach a fair agreement for our GSI members (GSI is a telemarketing firm that we represent).

Overall, when we look at where working people and the labor movement started—considering the deplorable working conditions, child labor, women being paid less than men, lack of safety protections, civil rights violations, etc.—we have come a long way. Is it far enough? Of course not. We deserve much, much more; all working people do, in fact. Progress takes time, and we surely have a lot of work ahead of us...so I would urge all of you to prepare for the tough fights in the future. Despite the road ahead, it is always good to look back to where we came from, and honor those who have sacrificed so much so that we can have what we enjoy today. This Labor Day, let us honor and celebrate working people—you, your co-workers, family and friends—and pledge to continue the fight to improve our working lives for years to come.

In Unity, *Lupe Mercado*, Your President



Lisa Armstrong (2nd from left) receives her CWA retirement watch from President Lupe Mercado. They are joined by John Adams Jr., VP (left) & Maurice Digardi, Chief Steward (right). Congratulations Lisa!

PREM TECHS: THIS IS FOR YOU

The following is information on some changes that have occurred in the Prem Tech environment as a result of the new AT&T Core (wireline) contract that was ratified by a majority of voting CWA members on May 1, 2013. Prem Techs: please make sure that you read and understand this.



The first change I will talk about is in overtime (OT).

This contract saw a first-ever cap on required or mandatory OT of 15 hours per week (before May 1, 2013,



there was NO cap on OT, and the company could force Prem Techs to work 80-100 hours a week... for those Prem Techs

who were here from the beginning of U-Verse in 2007 until about 2011, you know what I am talking about... remember working 6 or 7 days a week, 12-16 hour days?!). Why is this a big deal? The company can now only force 15 hours of OT per week, or a total of 55 work hours (normal 40 hours + 15 hours OT). Note that in the event of an emergency condition, more than 15 hours of OT could be required (see Darrin Simmons article on page 10 for more information on this). *Is it perfect? NO! But it is a step in the right direction. Again, it is important to note that THERE WAS NO CAP ON OT BEFORE MAY 2013, and the company could—and did—force far more than 15 hours of OT per week at times.*

The second change is Seniority Scheduling (SS). The intent of SS is that a Prem Tech can pick an 8-week schedule and know exactly which O-days and contractual weekends (CW's) they will get off for the entire 8-week timeframe, so that they can better plan their lives around work (and that the schedule is not intended to be changed once posted, unless the employee requests a change or an emergency arises). The first SS was implemented on July 7, 2013, and goes through August 31st. This first SS was definitely NOT perfect! The company made several mistakes with CW's, moving O-days, changing shifts...basically anything that could have gone wrong did go wrong! Given that SS is new to everyone here in California & Nevada, we at the Local were constantly in communication with CWA District 9 staff and the CWA Bargaining Commit-

tee Chair to correct errors and make sure that the next SS starting September 1st would be correct. While the new SS is not perfect, when administered correctly, it is an improvement over a 2-week schedule that constantly changes. The SS's going forward should be much better and allow Prem Techs to have a better handle on their schedule for a longer period of time. *If you have any problems with the SS going forward, PLEASE CALL ME at 916-484-9421 (office) or 916-335-5492 (cell), OR NOTIFY YOUR SHOP STEWARD. It is important that any problems are reported to us, so that we can make the company correct the error immediately.*

The final change I will highlight is scope of work. The new contract added duties to include pole climbing and drop work, most notably, as well as POTS and toning back work. Here is an excerpt of the new language: *"Except as specified below, for all current and future products and services, regardless of the technology (e.g., copper, wireless, etc.) or equipment involved: (1) place, repair, remove and rearrange cross-connects at the Serving Area Interface (SAI); (2) place, remove, repair and rearrange the drop (s) at the Serving Terminal; and, (3) perform all work at and/or in the customer premises. Install and maintain all current and future IP enabled products and service, including but not limited to IPDSLAM. IP enabled products and services are all current and future products and services delivered over the IP network, including but not limited to IPDSLAM, whether installed separately (e.g., stand alone VDSL installations) or in any combination. Tone back into the network incorrectly assigned facility(s) from the Serving Terminal and /or NID or equivalent to the SAI for the purpose of placing the drop and/or cross connect on an available facility (s) while performing installation work for all current and future IP enabled products and services. A Premises Technician will not perform Cable Repair Work. (A Premises Technician will not work in the Cable.)"* **Do I personally like these changes? NO! However, it is part of the work that will be required now. CWA District 9 is in the process of printing a handbook that goes over what Prem Techs should and should not do...when we get these we will pass them out to ALL Prem Techs in our Local.**

These changes are new to all of us, and as with anything new, will take some time to get used to. Please call me if you have any questions. THANK YOU FOR ALL YOU DO!

In Unity, Robert Longer, Executive Vice President

2014 ILLNESS ABSENCE PAYMENTS CHANGES: WHAT DOES IT REALLY MEAN?

Beginning January 1, 2014 the change will go into effect in Article 5, Section 5.01F that is in the 2012 CWA and AT&T Core Contract (which was ratified by the members on May 1, 2013). What does this mean for you and me? I've heard so many different interpretations of what employees think it means and most of what I've heard are variations of what it really means. I will attempt to explain it in this brief (cough-cough) article so hopefully you will understand the changes.



In the 2012 Contract, Article 5.01F states **"All employees with at least one (1) year of service shall be paid for a maximum of ninety-six (96) hours of illness absence time per calendar year beginning with the first scheduled working day of absence."**

Until the end of this year (2013), all employees with at least one year of service will be paid for EVERY single illness absence day (or portion thereof) if it is **protected or not**. You are paid no more than five (5) days in a seven (7) day period. **Starting January 1, 2014 you will only get paid a maximum of 96 hours (or 12 days) per calendar year (January 1st to December 31st).** Absence payments will still be limited to a maximum of five (5) days in the seven (7) day period.

Does this mean that you now have 12 days that you will be paid for when you are absent AND it won't count against your attendance? NO! The AT&T attendance policy has not changed. Unless the absence is protected somehow—such as with FMLA—it will still count against you on your attendance.

Speaking of FMLA, to all of you that have always thought that FMLA absences were paid, can you please repeat after me? **"FMLA IS NOT PAID". "FMLA IS NOT PAID".** That's right, **FMLA is not paid.**



FMLA is a federal law that allows you to have a specified amount of **UNPAID** time off and it protects your job and your benefits. FMLA is there to protect you so your absence will not count against you on your attendance. The reason we are paid is due to our contract. If you qualify to use FMLA you will still have 480 hours (12 weeks) of FMLA time every calendar year. If you are out ill for 96 hours or less, you will get paid per the contract for the illness absence time. **Once you reach the 97th hour, you will no longer be paid (for the rest of that calendar year) for illness absence, whether your absence is protected or not.**

DISABILITY

The other part of the change is in regards to a disability. For those of you that didn't know, a disability starts on the 8th calendar day of an absence. On that 8th day, your illness absences and pay will fall under the AT&T Disability Benefit Plan. The first five days of an approved disability you are paid, per Article 5.01F of the contract. What this will mean starting January 1, 2014 is that the (40 hours) or 5 days prior to your disability will be deducted from the 96 hours you will be paid per calendar year. Now here's the last part of the change. IF you use 40 hours or less of paid illness absence time in the previous year (2014), you will then be able to use up to 40 hours in the next calendar year (2015) in order to be paid for those 5 days leading up to a disability. You will **only** be able to do that under two conditions. First, you have to have used up your 96 hours for the current year, and, secondly, your disability has to be APPROVED. In case you were wondering about it, you CANNOT save them, bank them or carry them over to use them for ANY OTHER REASON.

KEEP TRACK OF YOUR TIME!

Lastly, I would suggest to everyone to keep track of the time that you use. Once you use up your 96 hours per the contract, you will not be paid for any other illness absence in excess of that amount.

In Unity, Denise Mack, 2nd Vice President

LABOR DAY: A DAY TO HONOR ALL

THE FOLLOWING IS EXCERPTED FROM THE UNITED STATES DEPARTMENT OF LABOR (WWW.DOL.GOV):

Labor Day: How it Came About; What it Means

Labor Day, the first Monday in September, is a creation of the labor movement and is dedicated to the social and economic achievements of American workers. It constitutes a yearly national tribute to the contributions workers have made to the strength, prosperity, and well-being of our country.

Founder of Labor Day

More than 100 years after the first Labor Day observance, there is still some doubt as to who first proposed the holiday for workers. Some records show that Peter J. McGuire, general secretary of the Brotherhood of Carpenters and Joiners and a cofounder of the American Federation of Labor, was first in suggesting a day to honor those “who from rude nature have delved and carved all the grandeur we behold.” But Peter McGuire’s place in Labor Day history has not gone unchallenged. Many believe that Matthew Maguire, a machinist, not Peter McGuire, founded the holiday. Recent research seems to support the contention that Matthew Maguire, later the secretary of Local 344 of the International Association of Machinists in Paterson, N.J., proposed the holiday in 1882 while serving as secretary of the Central Labor Union in New York. What is clear is that the Central Labor Union adopted a Labor Day proposal and appointed a committee to plan a demonstration and picnic.

The First Labor Day

The first Labor Day holiday was celebrated on Tuesday, September 5, 1882, in New York City, in accordance with the plans of the Central Labor Union. The Central Labor Union held its second Labor Day holiday just a year later, on September 5, 1883. In 1884 the first Monday in September was selected as the holiday, as originally proposed, and the Central Labor Union urged similar organizations in other cities to follow the example of New York and celebrate a “workingmen’s holiday” on that date. The idea spread with the growth of labor organizations, and in 1885 Labor Day was celebrated in many industrial centers of the country.

Labor Day Legislation

Through the years the nation gave increasing emphasis to Labor Day. The first governmental recognition came through municipal ordinances passed during 1885 and 1886. From them developed the movement to secure state legislation. The first state bill was introduced into the New York legislature, but the first to become law was passed by Oregon on February 21, 1887. During the year four more states — Colorado, Massachusetts, New Jersey, and New York — created the Labor Day holiday by legislative enactment. By the end of the decade Connecticut, Nebraska, and Pennsylvania had followed suit. By 1894, 23 other states had adopted the holiday in honor of workers, and on June 28 of that year, Congress passed an act making the first Monday in September of each year a legal holiday in the District of Columbia and the territories.

A Nationwide Holiday

The form that the observance and celebration of Labor Day should take was outlined in the first proposal of the holiday — a street parade to exhibit to the public “the strength and esprit de corps of the trade and labor organizations” of the community, followed by a festival for the recreation and amusement of the workers and their families. This became the pattern for the celebrations of Labor Day. Speeches by prominent men and women were introduced later, as more emphasis was placed upon the economic and civic significance of the holiday. Still later, by a resolution of the American Federation of Labor convention of 1909, the Sunday preceding Labor Day was adopted as Labor Sunday and dedicated to the spiritual and educational aspects of the labor movement. The character of the Labor Day celebration has undergone a change in recent years, especially in large industrial centers where mass displays and huge parades have proved a problem. This change, however, is more a shift in emphasis and medium of expression. Labor Day addresses by leading union officials, industrialists, educators, clerics and government officials are given wide coverage in newspapers, radio, and television. The vital force of labor added materially to the highest standard of living and the greatest production the world has ever known and has brought us closer to the realization of our traditional ideals of economic and political democracy. It is appropriate, therefore, that the nation pay tribute on Labor Day to the creator of so much of the nation’s strength, freedom, and leadership — the American worker.

WORKING PEOPLE & CELEBRATE!



SACRAMENTO CENTRAL LABOR COUNCIL ANNUAL LABOR DAY PICNIC

Please join CWA Local 9421 for this fun and FREE event for all union members and their families to attend! FREE DINNER & DRINKS WILL BE PROVIDED!!

There will be food, music, face painting, bounce houses, snow cones, booths and more! For those 21 and over, there is a beer garden with cold drinks.

Make sure to buy some raffle tickets as well, as there are lots of raffle prizes!

WHEN

Monday, September 2, 2013 from 3:30pm - 7:30pm

WHERE

William Land Park, corner of Freeport and Sutterville Rd, Sacramento 95822

We hope to see YOU there! Bring your family too!!

HAPPY
LABOR
DAY



NATIONWIDE MOBILITY RESTRUCTURING PLAN SENDS CWA ORANGE AND AT&T MOBILITY BACK TO THE BARGAINING TABLE

CWA is no stranger to surplus, consolidations, changes, restructuring and downsizing; however, most of this activity has been occurring for decades on the AT&T Wireline side of the house, and has not been much of a factor in the growing Wireless side of AT&T. No sooner did the ink dry on the newly printed 2013 Orange Contracts, AT&T Mobility rolled out plans for changes that would impact a significant number of our members.



June 27, 2013, Vice President General Manager Terry Stenzel held a conference call in the West Region while his Executive counterparts in the other regions of Mobility did the same to roll out the company's plan with regard to the future of the Financial Representatives *(FIN Reps) and the Service Support Representatives *(SSRs).

With regard to our FIN Reps, Terry shared that the plan is on or around January 1, 2014, to return to the company structure prior to staffing the FIN Rep position, and eliminate the FIN Rep position entirely. The work done by the current FIN Reps will be absorbed into the SSR's and Management in the Stores. The impact within our Local alone would impact 13 of our members holding the FIN Rep title. The company did provide 6 months notice to the employees to give them time to seek out other available positions within the company, which is far more than required by the contract.

With regard to our SSR's, Terry shared that the plan is to significantly decrease the number of SSR positions currently utilized in the West Region on or around January 1, 2014. In our Local we currently have 45 SSR's in our 10 retail stores. While no numbers were provided as to how much this would impact each store, it is safe to say that a fair number of those people may be declared surplus and/or relocated to different stores. We are still waiting to learn more about the impacts to each individual store, as well as the defined "hiring circles" as they will relate to the groupings for surplus.

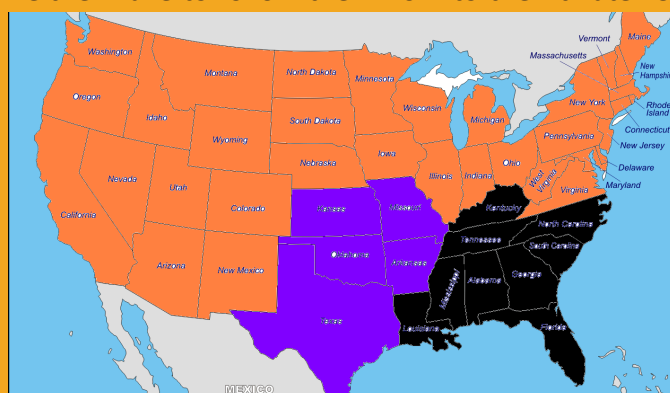
The positive news is that there will supposedly be enough Retail Sales Consultant (RSC) positions to allow the FIN Reps and the lower seniority SSRs to transition over if they so choose. Since the announcement was made, CWA's Orange Bargaining Chair Jana Smith-Carr requested bargaining over the affects of the company's restructuring plan. Per Tom

Conway, the AT&T Labor Relations Manager for the West Region, he confirmed for us that the parties would be meeting to negotiate the affects to our members. What this will yield remains to be seen, but we are hoping for the best.

I do not want to give any false hope here, it is entirely possible when the dust settles from the affects of bargaining that the company may still move forward with their plan to eliminate the Fin Rep position and significantly reduce the SSR staff in each store...but hopefully many of the other finer details will be addressed and ironed out, to help our members through the surplus process.

We hosted the Working Relations Committee Meeting at our Local on July 17, 2013 – where all of the Area Managers, Regional Managers, HR & Labor Relations for AT&T Mobility in Northern California and Nevada meet with Union Representatives and Leadership from the CWA Locals of Northern California & Nevada. These changes and the many questions that are out there were discussed, but unfortunately with very few answers at this time – subject to what happens via the affects of bargaining. The good news is there will be more to come once that concludes – and we will be sharing that info as soon as we receive it. Our next Working Relations Committee Meeting is scheduled for January 22, 2014. A great-big "thank you" to our Steward Christina Kempton from the Davis Store who joined us for the July meeting.

Of course when it rains, it pours...and no sooner did we learn of this retail restructuring plan, a few days later it was announced that AT&T Mobility would also be closing the Greenhaven Call Center here in Sacramento. While the Office of the President and the Workforce Administration Groups *(less than 30 employees combined) will be relocated to another location here locally, the bulk of the workers *(approximately 98 employees) will either have to follow their work to the Atwater Call



ALL OF THE STATES IN ORANGE ARE COVERED BY THE CWA ORANGE CONTRACT (PLUS HAWAII, ALASKA & DC)

Center, or be declared surplus and go through that process which concludes if no alternate job is found with a severance package. While Vice President Denise Mack is the officer over the center...this news hit me especially hard since I had been with these members since they were back on Goethe Road when we first organized them as Cingular back in 2005. I worked with many of these folks for years, and while the center has dwindled down over the years, it was still very hard on me to see the impact this will likely have on those remaining.

The overall impact that these reductions on the AT&T Wireless side of the house will have on our Local is nothing good. We have continued to see reductions on the AT&T Wireline side for many years now – with some Quarters being better than others...but we must find ways to grow our Local, to Organize like never before, to unionize those workers who need a union. Being an experienced Organizer, I know this won't be easy – but we've done hard before – and we have organized successfully against the odds in the past. Our Organizing Committee Chairperson Jesse Whitney and I have been working with our District on a strategic plan to obtain organizing contacts from our existing members...and we've been doing quite well – especially with our brothers and sisters in the Mobility retail stores. Jesse and I are both energized and enthusiastic about our progress thus far, and look forward to all of this hard work paying off in dividends for the future of our Local...eventually.

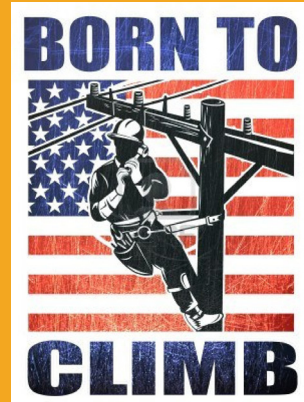
Thank you to Michael Metzger, our former Steward from the AT&T Arden Retail Store who accepted a Transfer to Reno, NV. Good Luck and Best Wishes! Also, we would like to welcome back Jennifer Dewitt as a Steward at our Creekside, Roseville Retail Store. We are very happy to have you back on our team of stewards. If you're interested in being a steward at your AT&T Mobility Retail Store, or think you might be but have questions or concerns, let me know: e-mail me at john@cwalocal9421.org, or call me at my desk # (916) 974-6908 or cell # (916) 832-1139. We hope to put a Steward Training for Mobility together in the near future, and you could be a part of it!



In other news from the Core side of my responsibilities, the building at **3675 T Street** has been sold, and the members in the various workgroups at T St will be relocated to either 2700 Watt Ave or 3600 Marconi, depending on the workgroup. For some, this means a little shorter commute – for others it means a little longer commute, but the fact that the work is being retained here in Sacramento is definitely positive for everyone. Chief Stew-

ards Devona Edwards and Sharon Thompson have been doing a great job of supporting the workgroups at T Street, and will continue to do so after the move.

At **3900 Channel Drive** while Chief Steward Maurice Digardi and I continue to work on improving the conditions at this location, we've seen happier workers since the elimination of the weekend rotation. What made this possible was due in large part to the increased productivity of our members...getting far more done in a fewer number of days. Make no mistake, there are still issues that we continue to work on out at this production facility, but progress is being made.



At the **Mercantile & Channel Yards**, the Mercantile Line Crew was just recognized with a plaque honoring them for having zero occupational or motor vehicle incidents and remaining safe all of 2012! This is a remarkable accomplishment, and was featured in our very first issue of our new CWA /C&E North Joint Safety Committee Newsletter.

The **4000 Channel Yard** Line Crew is keeping busy, and our Steward and Safety Committee Representative Angelo Brusatory has brought several issues of concern or interest from our OPT's up at our Joint Safety Meetings. We've had a couple of issues in **BAU**, but nothing too severe. Our Safety Committee Representative Scott Filiau has also been good about bringing concerns from the Splicers to light in our joint meetings. In the **DEG**, the hot topic has been around the newly adjusted MSOC targets and time allotments for various functions. The concern is that it is not based in reality, and that this will impact customer service. The other concern has been around the shift to allow CIM to perform basic card installation on service orders—rather than referring the ticket over to DEG. While the Company is downplaying the amount of work this impacts, we have concern of the long term impact this may have on our DEG group. Currently, this will result in no surplus of employees from DEG. Steward George Winston from Mercantile and Larry Anderson *(who is also our Safety Committee Representative from the DEG) from Channel are working with the Local on these DEG issues. I would like to also thank Steward Peter Peckinpaugh from the SSA world who often is called upon to sit on issues with our folks in C&E, and he always does a good job for our members...so thank you Peter.

Otherwise, life is busy but good. I hope yours is good as well!

In Unity, John Adams Jr., 1st Vice President

THE 2012 MEMORANDUM OF AGREEMENT REGARDING OVERTIME

The 2012 collective bargaining agreement (CBA - a.k.a. the contract) between CWA and AT&T Core (wireline) that was ratified on May 1, 2013 has some significant changes that will affect all technicians. The most significant of these changes is the signing of a new “overtime agreement.” While these changes to the contract currently affect only the outside technicians, in the future they may also be applied to other work groups (i.e. inside groups, etc.). An Overtime Oversight Committee has been jointly formed to explore possible applications.



OVERTIME MEMORANDUM OF AGREEMENT (MOA)

The contract provides for limits on the amount of overtime (OT) that technicians can be required to work in a given calendar week. *Currently, a technician cannot be required to work more than 8 hours in a week (exception: Premises Technicians, where the weekly OT cap is 15 hours).* This includes all OT worked during the week, not just required OT. Beginning in 2014, the company can declare 4 months of the year as “peak” months. In these peak months, the company may require up to 12 hours per week (exception: Prem Techs, where the weekly OT cap is still 15 hours). Once the company declares these peak months they cannot change them. The company will notify the union which months of the year no later than the last day of November in the preceding year.

Forced OT must be managed at the local level. In other words, the company can only require OT by geographic determination. Those employees that are qualified to work OT shall be listed as such on the OT lists that are posted after each pay period. Only these “qualified” individuals may work voluntary OT or be required to work OT. The company can solicit volunteers to work in other geographic locations when the need exists.

All OT will be offered in increments of time, not tickets. The MOA only guarantees that required OT will be offered in time increments, but local management has agreed that voluntary OT will also be treated in the same manner. Additionally, local management has agreed to allow OT (required and voluntary) to

be worked before the start of shift for technicians who work the late (“PM”) tour. However, the company will not allow late tour technicians to start 3-hours or more prior to their normal tour start time.

The company must solicit for volunteers prior to requiring overtime in a work group. If 70% of available and qualified technicians volunteer for OT, the company cannot require any additional technicians to work (exception: Prem Techs, where ‘blanket’ OT may apply to all techs). The company will also solicit qualified technicians from Construction & Engineering when practicable.

The company must give notice of required OT by 10am the day prior to the projected need (exception: Prem Techs, where same day notice may be given).

This requirement only applies to employees who are at work the day before the OT is needed. Notice for anyone who is not at work will be provided as soon as possible (local management has agreed to send out courtesy text messages to anyone who is not at work on the day prior, but the official notice is not considered to be given until the employee has returned to work—again, the exception is Prem Techs). From my personal perspective, this requirement to give advance notice is arguably the most significant improvement to our contract. In recent years, it had become all too common for managers to declare a need for same day forced OT at the end of the shift. Somehow the company decided that poor force to load management was the fault of the technicians.

The company may suspend this MOA during “emergency conditions” as defined herein: *“An emergency condition shall be defined as acute service demands caused by events of National, State or local importance, such as earthquakes, fires, explosions, floods, severe weather conditions, other natural disasters, government declared states of emergency or other unanticipated conditions, such as civil strife, major cable or equipment failure, catastrophes or acts of god.”*

***Note: The intention is not to declare an emergency as a result of an average or typical storm.**

***Note: Emergency declarations will be approved by the department Vice President of the work group (NOT by local management).**

As with all changes in working conditions, there will certainly be issues that arise with the interpretation and/or implementation of this agreement. All issues should be forwarded to me or your shop Steward immediately. If these issues cannot be resolved locally, they will be addressed by the Overtime Oversight Committee.

In Unity, Darrin Simmons, Secretary-Treasurer

HAVE YOU BEEN SUSPENDED?

Have you been stung by a bee? Hurt your foot? Cut your hand? Reported it to management and been suspended? In March 2012, the Occupational Safety & Health Administration (OSHA) issued a memorandum called "Employer Safety Incentive and Disincentive Policies and Practices". This memorandum outlines OSHA's position regarding employer policies and practices that discourage workers from reporting job injuries and illnesses.



The OSHA memorandum gives examples of types of employer policies and practices that might violate Section 11(c) of the OSH Act and other whistleblower protections and could also result in violations of OSHA's recordkeeping requirements rules. Some examples include:

1. Injury Discipline
2. Discipline for "Untimely" Reporting of Injuries or for not reporting injuries in the way required by Employer
3. Discipline for violating a safety rule
4. Safety Incentive Programs

If you feel you have been discriminated against, please give me a call at 916-484-9421 and also call the OSHA whistleblower program at 1-800-321-OSHA. The incident must be reported within 30 days.

If employees do not feel free to report injuries or illness, the employer's entire workforce is put at risk. Employers do not learn of and correct dangerous conditions that have resulted in injuries, and injured employees may not receive the proper medical attention. Ensuring that employees can report injuries and illnesses without fear of retaliation is, therefore, crucial to protecting workers' health and safety, and is of utmost importance to the Union.

Congress created OSHA in 1970 to assure safe and healthful working conditions for working men and women by setting and enforcing standards and by providing training, outreach, education and assistance.

OSHA is part of the Department of Labor (DOL), which is charged "To foster, promote, and develop the welfare of the wage earners, job seekers, and retirees of the United States; improve working conditions; advance opportunities for profitable employment; and assure work-related benefits and rights." Did you know that the DOL turned 100 years old in 2013?! **Now, more than ever, it is crucial to protect workers rights and safety.** As a recent example, the Indiana DOL sued AT&T in July 2013 for disciplining employees because they reported work-related injuries. This is yet another reason why we need agencies like OSHA and the DOL looking out for working people! And with the recent confirmations of a new United States Secretary of Labor, Thomas E. Perez (who is a Cabinet Member and reports directly to President Obama), as well as three Board Members of the National Labor Relations Board (NLRB), working people are finally regaining a voice in this country.

We certainly have come a long way as a labor movement towards improving workplace safety and enforcing labor law...but we most certainly have a lot of work still ahead of us. We cannot let the AT&T's of the world get away with breaking the law! That's why it is crucial that if you have been harassed or unfairly treated by your manager or the company regarding a safety incident that you let the Union know immediately, so that we can file a grievance and alert OSHA.

As the CWA Local 9421 Officer responsible for our member's safety, I take everyone's safety personally—yes, YOU—and am working everyday to ensure that employers like AT&T are not breaking the law or violating our member's rights. Stay safe!

In Unity, Alice Hodges, 3rd Vice President

**BE CAREFUL
SAFETY
FIRST**

**WORK
SAFELY.
BE
ALERT.**





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Stay Involved in Your Union!

Membership Meetings:

When: 2nd Tuesday of every month

Times: 9:00am & 6:00pm

Where: 2725 El Camino Avenue, Sacramento, CA 95821

Phone: **916-484-9421**

Web: www.cwalocal9421.org

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We're Union, We're Family, We're Proud!