

ARTICLE 43 - NETWORK

1 The provisions of this Article apply only to employees assigned to the titles listed below:

Network Technical Specialist
IDC Technical Specialist

2 Weekly Work Schedules and Hours of Work

(a) General

- (1) All assignments of working forces shall be subject to service and work requirements. The decision of the Company with respect to service and work requirements shall be controlling except as qualified in those cases specifically covered by Paragraph 4(c).
- (2) The working conditions of an employee shall be those specified for the group to which the employee is assigned. When an employee is assigned temporarily to a different group within an office or to a similar or different group in another office, the employee shall assume the working conditions of the temporary assignment.
- (3) A normal tour shall be eight (8) hours except in those cases where a normal tour of different length has been specifically authorized. When for service reasons an employee cannot leave the job for a meal period, the meal period shall be included as part of the employee's tour.

Occasionally, a scheduled daily tour may be split into two non-consecutive work periods and staffed on a voluntary basis.

3 Weekly Work Schedules

(1) Scheduled Days Per Week

- (i) An employee shall be scheduled to work normal tours on any five (5) days of the calendar week.
- (ii) In a week in which an authorized holiday occurs, one (1) of the scheduled normal tours shall be on the holiday.

(2) Weekly Schedule

A schedule shall be set up for each calendar week and shall show each employee's scheduled working days, the employee's scheduled tour for each of these days and the employee's basic tour. Where service or coverage conditions require, an employee may be called on to work in excess of the employee's scheduled assignments.

(3) Schedule Following an Absence

An employee's schedule for the week in which he or she returns to duty following a period of absence of indefinite duration shall be either 8:00 AM to 5:00 PM Monday through Friday, or 8:00 AM to 5:00 PM Tuesday through Saturday provided Saturday is an authorized holiday, unless before 3:00 PM Thursday of the preceding week, (1) the employee notifies his or her supervisor of the employee's intention to report for duty starting with the first scheduled tour for the week, in which case the employee's schedule shall be set up in the normal

manner, or (2) the employee is notified by his or her supervisor that the employee's schedule will be other than as prescribed above.

(4) Insofar as is practicable, schedules shall be posted not less than two (2) weeks in advance of the first assignment shown thereon, but in no case shall a schedule for the following week be posted later than 3:00 PM Wednesday of the current week.

(5) **Changes in Schedules**

(i) Work schedules for the following week may be changed at or before 3:00 PM Thursday of the current week, however, no changes will be made after 3:00 PM on Wednesday of the current week unless the employee(s) receive(s) personal notification (verbal contact) twenty-four (24) hours in advance of the start of the scheduled tour.

(ii) If an employee is called in on a non-scheduled Sunday and works hours equivalent to a full tour, or when an employee is required to travel on a non-scheduled Sunday on Company business in accordance with Article 16 and its modifications noted within this Article in paragraph 14 (Transfers, Travel Allowance & Moving Expenses) and such travel is equivalent to a full tour, that Sunday shall become a scheduled day and the company shall designate one of the employee's scheduled days in that week as a Non-Scheduled Day. If the employee is not notified of such designation before the end of the Sunday work, the last scheduled day of the employee's work week shall become a Non-Scheduled Day.

4 Tour Selection - (Regular Full-Time)

(a) An employee shall be permitted to select the basic tour the employee desires to work, subject to the following conditions:

(1) An employee shall not be permitted to select the days of the week the employee is to work or the type of work the employee is to perform.

(2) Each employee in a group which is treated as a unit for scheduling purposes may select a tour only during January or early February and during July or early August, the time of selection within such periods being determined by the supervisor in charge.

(3) An employee may select only from the tours available in the group. An employee temporarily reassigned to a location other than his or her permanent reporting location shall be permitted to select his or her tour at his or her permanent reporting location. At the time of selection a list of available tours shall be referred to each employee in order of seniority and the employee may indicate thereon his or her selection of the open tour (not one previously selected by an employee with greater seniority) the employee wishes to work.

(b) To the extent that service and coverage conditions permit, weekly assignments of scheduled tours shall be made in accordance with selection indicated at the last selection period. If the employee is not assigned to the tour the employee selects under 4(a)(3) above, because of the employee's lack of qualification, the following will apply:

- (1) Between tour selection periods, if the tour selected by the employee becomes available due to either the adding of a permanent tour or a permanent vacancy, and for which the employee is qualified, the employee shall be assigned to the tour under (b) above.
- (2) The Company will give due regard to the employee's request for the required training.
- (c) Necessary changes in assignments because of absences or changes in requirements between tour selection periods, except as covered in (b)(1) above, shall be made with due consideration to seniority.
- (d) Seniority for the selection of tours shall be determined in accordance with Article 3 (Definitions), Paragraph 4(b).
- (e) The decision of the Company on service and coverage conditions and training requirements shall be controlling unless the Company is shown to have acted arbitrarily or in bad faith. Any dispute concerning the interpretation or application of this clause may be taken up as a grievance, and if necessary, submitted to arbitration in accordance with Article 10 (Arbitration).

5 Tour Selection Administration

- (a) The following provisions shall govern the administration of Paragraph 4:
 - (1) The Company agrees that whenever, in its judgment, it becomes necessary between tour selection periods to replace a vacated tour, or add a tour, which consists of more than thirteen (13) normal work weeks, within the current tour selection period, such a tour shall be offered for selection in the manner provided in Paragraph 4(a)(3) it being understood, however, that not more than the two (2) next succeeding tour vacancies, if any, created by the filling of the aforescribed vacated or added tour shall be offered for selection in the manner provided in Paragraph 4(a)(3). If more than two (2) such tour vacancies are created by the filling of the aforescribed tour originally vacated or added all tour vacancies in excess of the two (2) next succeeding vacancies shall be replaced in the manner provided in Paragraph 5(a)(2) below.
 - (2) The Company further agrees that whenever, in its judgment, it becomes necessary between tour selection periods to replace a vacated tour, or add a tour, which consists of one (1) or more normal work weeks but less than fourteen (14) normal work weeks within the current tour selection period, such a tour shall be offered for selection in order of seniority to employees in the appropriate tour selection unit, who, in the Company's judgment, are qualified to perform the work and available at that time for release from current work assignments without the necessity of replacement.
 - (3) The Company further agrees that whenever, in its judgment, it becomes necessary between tour selection periods to replace a vacated tour, or add a tour, which consists of less than one (1) normal work week, it shall fill such a tour by the selection of an employee from the appropriate tour selection unit.
- (b) Except as otherwise provided in this Section, all of the provisions of Paragraph 4 of the Contract shall apply with full force and effect to the tours filled in accordance with the provisions of this Section.

6 Daylight Savings Time

- (a) On the night the change is made from standard to daylight savings time, no deduction in pay shall be made even though the actual work time is reduced by one (1) hour for tours scheduled to end after 2:00 AM.
- (b) When the change is made from daylight savings time to standard time, an employee scheduled to work a tour ending after 2:00 AM may be required to work additional time. That additional time will be paid in accordance with Paragraph 9 (Extra Work Time).

7 Minimum Scheduling - Part-Time

Part-time employees shall be scheduled to work not fewer than three (3) hours on any given day on which such employees are scheduled to work.

8 Work Outside Assigned Tours

Work of the type usually done by a Network Technical Specialist or IDC Technical Specialist shall not be performed by supervisory employees when working outside of their assigned tours on scheduled and regularly assigned Non-Scheduled Days if the effect would be to deprive qualified readily available Network Technical Specialist or IDC Technical Specialist of overtime work, except when in the judgment of the Company exercised in good faith such work is deemed necessary for the good of the service.

9 Extra Work Time

(a) General

- (1) Extra work time is time worked in excess of an assigned tour on a scheduled day, time worked in excess of a normal work week, or time worked on a Non-Scheduled Day. Extra work time shall be reported in actual hours to the nearest one-quarter (1/4) hour.
- (2) Extra work time continuous with a preceding tour worked, shall be considered as occurring on the same day as such tour. Extra work time not continuous with a preceding tour shall be considered as occurring on the day such period of extra work time started.
- (3) Time allowed an employee for a meal period (although not paid time) shall not be considered as a break in the continuity of work time.

10 Compensation for Extra Work Time

(a) Overtime

- (1) Overtime will be paid in the pay period following the one in which it was earned. Employees required to work overtime shall be paid at the overtime rate of one-and-one-half times (1.5x) their adjusted rate for time worked under the following conditions:
 - (i) Time worked in excess of 40 hours in a calendar week
 - (ii) Time worked on a non-scheduled day
 - (iii) Time worked in excess of 8 hours in a scheduled day

(b) Call-Up Payments

- (1) The parties agree that at times it may be necessary that a telephone call be made by or authorized by a management employee to a non-supervisory employee during periods that the non-supervisory employee is not on work time. The parties further agree that supervisory calls to employees should be kept to a minimum

consistent with the needs of the business. The parties agree that when an employee is called by a management employee outside of work time, the employee will be compensated if the call meets all of the following criteria:

- (2) The call is made outside the employee's Scheduled Daily Tour or on a Non-Scheduled Day, or on an excused holiday;
- (3) The employee uses his or her job knowledge and skill; and,
- (4) The call was not necessitated by error or omission by the employee.
- (5) An employee who meets the preceding criteria will be compensated as follows:
 - (i) By rounding the actual time spent on the call up to the nearest half (1/2) hour at the employee's applicable overtime rate.
 - (ii) When more than a single telephone call is involved in a given day, compensation will be based on the combined duration of each telephone call.

(c) Call-In Payments

- (1) An employee contacted by a supervisor at home during periods the employee is not on work time will be considered "called in." Employees responding to a call-in will receive a minimum payment of 2 hours at the employee's applicable overtime rate. Time spent traveling to the work site is counted as actual time worked. If a call-in occurs due to the employee omission or error, the 2-hour minimum does not apply. The employee will be paid only for actual time spent on work activities.
- (2) Time not considered as call-in time includes time when employees are requested to:
 - Remain late on a day which they have reported to work.
 - When prior to leaving work they are requested to report for work on a subsequent day at either their standard or non-standard starting time.
- (3) Employee's receiving call-in payments pursuant to Paragraph 10(c) (1) above shall not be entitled to payments or reimbursement as provided for in Article 16 and its modifications noted within this article in paragraph 14 (Transfers, Travel Allowances and moving expenses), except that employee shall be reimbursed for authorized personal vehicle usage at the highest allowable IRS rate for business travel which does not require inclusion of the amount in the employee's gross income per mile, plus actual out-of-pocket travel related expenses incurred in connection with such travel.

(d) Overtime Assignments Not Continuous with a Tour on a Scheduled Day

An employee required to report to the work location for an overtime assignment not continuous with a tour on a scheduled day shall be paid for all time worked at the applicable overtime rate. To the extent the employee actually incurs an extra commute in connection with the overtime assignment, the employee will be paid for reasonable traveling time actually incurred in the extra commute between her/his residence and the work place. Employees receiving payments pursuant to this provision shall not be entitled to payments or reimbursement as provided for in Article 16 and its modifications noted within this Article in paragraph 14 (Transfers, Travel Allowances,

and Moving Expenses), except that employees shall be reimbursed for authorized personal vehicle usage at the highest allowable IRS rate for business travel which does not require inclusion of the amount in the employee's gross income per mile, plus actual out-of-pocket travel related expenses incurred in connection with such travel.

11 Differential and Other Payments

(a) Night Differential

- (1) Employees whose work week schedules consist of calendar day tours which fall solely between 4 p.m. and 12:00 a.m. will be paid an evening differential of 10% of their adjusted rate for all hours worked on such tours.
- (2) Employees whose work week schedules consist of calendar day tours which fall solely between 12 a.m. and 8:00 a.m. will be paid an night differential of 15% of their adjusted rate for all hours worked on such tours.
- (3) Employees whose workweek schedules consist of calendar day tours having 50% or more time within a differential period are eligible for that differential for their entire tour. Employees whose work week schedules consist of calendar day tours having hours split evenly between the evening and night differential periods are eligible for the night differential rate for the entire tour.

Note: Employees who were in the title of Communications Technician on the date of this agreement, and are reassigned via company initiated move to the titles of Network Technical Specialist or IDC Technical Specialist, will continue to be covered by Article 41 for night differential as long as they remain within the titles of Network Technical Specialist or IDC Technical Specialist.

(b) On-Call Payments

- (1) Employees as shown in Paragraph 1 with necessary skills may be requested to remain in contact with the Company outside of scheduled tours by use of a beeper or other communication device. The requirement to remain in contact with the Company will be rotated among all qualified volunteers in the work group. Depending on operational needs, employees with the necessary skills may be assigned on-call for one (1) day or more than one (1) day, up to and including seven (7) consecutive days. Those employees who have agreed to remain in contact will be compensated as follows:

\$30 per day (if on call for a non-scheduled day)

\$15 per day (if on call for the periods immediately before and after work on a scheduled workday).

Employees called-up will be eligible for call-up treatment as provided for in Paragraph 10(b). Employees actually called in will be eligible for call-in payment as provided for in Paragraph 10(c). In the absence of sufficient volunteers, the Local Manager will meet and discuss the need for volunteers with the Local Union.

- (2) When, because of illness or other absence, another employee is required to substitute for the employee assigned on-call responsibility, the substituting employee will receive a daily on-call payment (under the same terms and conditions described in Paragraph 11(b)(1) above) instead of the originally assigned employee for each day of substitution.

(c) **Sunday Differential**

Employees who were in the title of Communications Technician on the date of this agreement, and are reassigned via company initiated move to the titles of Network Technical Specialist or IDC Technical Specialist, will continue to be covered by Article 41 for Sunday differential as long as they remain within the titles of Network Technical Specialist or IDC Technical Specialist.

(d) **Management Relief Differential**

- (1) An employee who is assigned to relieve a Management employee shall receive a payment of ten dollars (\$10.00) for each tour or part in excess of one-half (1/2) thereof so worked.
- (2) Employees assigned to relieve a Management employee may perform all duties normally performed by the manager except that the employee shall not have access to personnel files and may not administer disciplinary action. Employees may also perform their normal duties while relieving the manager.

(e) **Christmas Eve and New Year's Eve Payments**

For tours or overtime worked on December 24 and December 31, an employee shall be compensated at twice the employee's Hourly Overtime Base Rate, for all time worked between 7:00 PM and 12:00 midnight.

(f) **Temporary Assignment to Higher Occupational Job Classification**

Employees temporarily assigned to work in a higher occupational job classification shall receive a classification differential for each day in which an employee works three (3) or more hours in the higher assignment. Such daily classification differential shall be one-fifth (1/5) of the promotional increase which would apply if the assignment in the higher classification were on a permanent rather than on a temporary basis.

(g) **Temporary Assignment for Formal Training Delivery**

Employees temporarily assigned to deliver formal training shall receive a daily differential equivalent to 15% of the employee's daily adjusted wage rate. The differential will be paid for each day in which an employee delivers such training for three (3) or more hours. The differential shall apply to employees who are assigned by management to perform formal training (not necessarily in a classroom) or to perform follow-up training in lieu of their normal work assignment. This differential will not apply to incidental "buddy training" nor for rolling out employee programs (e.g., Violence in the Workplace).

12 Force Adjustment (modification to Article 24)

Layoffs and Part-Timing

For employees in the titles of Network Technical Specialist and IDC Technical Specialist the Company may retain three percent (3%) of the total employees in the same job title within the same Organization in any GCA despite lesser seniority. In each GCA, when the provisions of this Article are implemented, at least one (1) employee may be protected. An individual may only be protected two (2) times during the life of the Agreement.

13 Termination Payments (In Lieu of Article 25)

- 1. A termination payment, plus compensation for any vacation which the employee is entitled at the time of leaving the Company, shall be paid to a regular employee who is laid off or may be offered by the Company to an employee as an inducement to voluntarily leave the Company.
- 2. The termination payment shall be computed in accordance with the following schedule and shall be based on the employee's Net Credited Service and the employee's Adjusted Rate, except for an employee who received an evening or night differential payment for the week in which the date of layoff or resignation occurred, the rate of pay shall include the evening or night differential.

<u>Years Of Net Credited Service</u>	<u>Amount of Payment</u>
6 months but less than 1 year	5 week's pay
1 year but less than 2 years	6 week's pay
2 year but less than 3 years	7 week's pay
3 year but less than 4 years	8 week's pay
4 years but less than 5 years	11 week's pay
5 years but less than 6 years	12 week's pay
6 years but less than 7 years	13 week's pay
7 years but less than 8 years	14 week's pay
8 years but less than 9 years	15 week's pay
9 years but less than 10 years	16 week's pay
10 years but less than 11 years	17 week's pay
11 years but less than 12 years	18 week's pay
12 years but less than 13 years	19 week's pay
13 years but less than 14 years	20 week's pay
14 years but less than 15 years	25 week's pay
15 years but less than 20 years	35 week's pay
20 years but less than 30 years	40 week's pay
30 years +	45 weeks pay

3. The termination allowance, shall at the option of the employee, be paid in a lump sum, less applicable deductions or as income continuation in periodic installments, subject to the limitations in Subparagraphs 3(a) and 3(b) below, or in two (2) equal payments (the first payment to be made within thirty (30) calendar days of date of termination and the second payment to be made on or about January 15th of the following year). If an employee elects to receive income continuation periodic installments, each installment will be equal to one (1) week of the Adjusted Rate, for each week in the employee's normal payroll period, less applicable deductions, and will be paid during the normal payroll period. Income continuation periodic installments shall continue until the earliest occurrence of either of the following events:
 - (a) The total amount of the income continuation installments to the employee equals the total amount of termination allowance which the employee is to receive.
 - (b) The employee is recalled or rehired as a regular employee by AT&T Corp. or any of its affiliates, subsidiaries or entities.
4. Employees who have received termination allowance in a lump sum or in two equal payments shall, as a condition precedent to being recalled or rehired as regular employees of AT&T or any AT&T affiliate, subsidiary or entity, repay that portion of the termination allowance they received that is equal to their Adjusted Rate multiplied by the difference between the number of weeks used to compute their termination allowance and the number of weeks (or fraction thereof) from the date of their termination to the date of their recall or rehire as regular employees of AT&T or any AT&T affiliate, subsidiary or entity. Employees who are recalled or rehired as other than regular employees and who are subsequently reclassified as regular employees, shall, as a condition precedent to such reclassification, also make repayment pursuant to this Paragraph 4 based upon the difference between the number of weeks used to compute their termination allowance and the number of weeks (or fraction thereof) from the date of their termination to the date of their reclassification.
5. The amount of termination allowance for an individual: (1) who has been previously laid off or terminated by AT&T Corp or any AT&T affiliate, subsidiary or entity; (2) who has received termination allowance either in a lump sum or in the form of periodic income continuation installments or in two equal payments; (3) who is re-engaged; and (4) who is again laid off or terminated after having been re-engaged, will be calculated as follows:

The number of weeks used to compute the termination allowance net of repayment pursuant to paragraph 4 shall be deducted from the number of weeks that would be used to compute the termination allowance as of the date that the employee is again laid off or terminated.
6. **The provisions of Paragraph 1 do not apply in case of:**
 - (a) An employee leaving the Company voluntarily without inducement by the Company;
 - (b) An employee on a leave of absence;
 - (c) An employee transferred to or employed by AT&T Corp., its affiliates or subsidiaries, or their affiliates or subsidiaries;

- (d) An employee who is dismissed for misconduct;
- (e) An employee who is classified as Term or Temporary at the time they are work completed.

7 Employees who were in the title of Communications Technician and were covered by Article 25 of the 2003 AT&T/CWA Agreement on the date of this agreement, who are reassigned via company initiated move to the titles of Network Technical Specialist or IDC Technical Specialist and are subsequently laid off or induced by the company to voluntarily leave the company from the titles of Network Technical Specialist or IDC Technical Specialist will receive termination pay based on Article 25 of the 2003 AT&T/CWA Agreement. This language applies even if the reassigned employee subsequently initiates movement between other Network Technical Specialist or IDC Technical Specialist assignments.

14 Travel Allowances – Temporary Transfers, Assignments or Reassignments Within Commuting Distance and Beyond Commuting Distances (Modifications to Article 16)

For employees covered under this Article, travel within fifty (50) road miles from the permanent reporting location will be considered within Commuting Distance and will be compensated as follows:

An employee temporarily transferred, assigned or reassigned to a reporting location within commuting distance of the employee's regular reporting location (whether or not it is within the employee's GCA) which results in an increase in commuting miles and travel occurs wholly outside the employees scheduled tour, he/she will be compensated at the highest allowable IRS rate for business travel which does not require inclusion of the amount in the employee's gross income per mile for each mile over and above their normal commute if the employee uses their personal vehicle. If an employee uses mass transportation, he/she will be compensated for the use of their personal vehicle to the location where mass transportation is available in addition to the cost of the mass transportation.

If an employee covered under this Article is temporarily assigned to a reporting location more than fifty (50) road miles, or to a location in which, in the judgment of the Company, daily commuting is not practical, the company will provide compensation to the employee per the provisions of Article 16.3.

15 Recognition Award Programs (Modifications of (n) New Compensation Plans and Recognition Award Programs)

For employees covered under this Article, recognition in awards per this letter shall be deemed to include cash awards, gift certificates or other means of compensation in excess of \$250.00 to any employee in recognition of individual or group performance.

The company agrees to provide the National Union advance notification when recognition awards are administered. Further, the company agrees to meet with the union at their request to discuss payment trends and review the success of the programs.

Letters Of Agreement

(A) Certification Incentive Payment Program

The company and Union agree that it is in both parties best interest to develop and implement a certification incentive payment program for employees in the titles of Network Technical Specialist or IDC Technical Specialist. This certification program will focus on our mutual desire to have employees proceed thru a certification process similar to the IT Certification Process focusing on the key skills and competencies required for evolution of networking technology. Both parties agree that we will have this process in place within 120 days of the date of this agreement.

Training for Certification

Training for certifications under the program noted above will be offered by location by seniority.

(B) Force Adjustment Tie-Back Language

Employees who were in the title of Communications Technician on the date of this agreement, and are reassigned via company initiated move to the title of Network Technical Specialist or IDC Technical Specialist, will continue to be pooled with employees who remained in the title of Communications Technician for force adjustment purposes through December 10, 2005 as long as they remain within the titles of Network Technical Specialist or IDC Technical Specialist.

(C) Force Levels

The Company agrees that it will establish and maintain a level or "watermark" number of employees in the combined Network Technical Specialist and IDC Technical Specialist titles as follows:

1,000 employees through December 10, 2005

(D) Variable Workforce Agreement

Within 120 days, the parties agree to establish a variable workforce agreement made primarily of former employees for the purposes of creating a secondary workforce to help in the peaks and valleys of the business.

(E) Typographical errors

The company agrees that if there is a mistake or typo that was not agreed to in bargaining, that mistake will be corrected.

(F) Company initiated moves

Company initiated moves include all Article 16 moves, job claiming and rebalancing.

(G) Force Adjustment Agreement

The company agrees for the duration of this agreement to protect an individual only one time.

(H) Watermark

The company agrees for the duration of this agreement that the watermark is the number of employees in the combined Network Technical Specialist and IDC Technical Specialist titles below which represented headcount will not fall.

(I) Qualifications

The company agrees that those employees who were in the title of Communications Technician on the date of this agreement and are reassigned via a company initiated move to the title of Network Technical Specialist and remain in that title or the title of IDC Technical Specialist will continue to be qualified for the better and basic tests for the Communications Tech position previously held.

(J) Time in Title / Time in Location

The company agrees that those employees who were in the title of Communications Technician on the date of this agreement and are reassigned via a company initiated move to the title of Network Technical Specialist will carry forward their Time in Title and Time in Location.

(K) Subcontracting Subcommittee

The company agrees that consistent with the previously negotiated language in Letter B1, there will be periodic meetings with organizational leadership to discuss and review work that is currently subcontracted. The company will make available the necessary data to facilitate productive discussions.