

STEVE TISZA, *President*



LOCAL 4250/5050

Workers of America

(AFFILIATED WITH AFL-CIO)

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September 30, 2004

TO: All CWA/AT&T Members, Retirees and Activists

AT&T Bastardizes Grievance and Arbitration Process!

In preparation for 2005 CWA/AT&T contract negotiations, AT&T has initiated implementation of their dishonorable plan to completely eliminate the CWA represented AT&T workforce. As an example, AT&T is currently hiring outside contract workers (Non-Union) to perform bargaining unit work in the Network Management Center (NMC) at 10 South Canal Street, Chicago and other CWA represented AT&T work locations across the country. All over the country, the work being performed by the scab contractors is work that is normally performed, or could be performed, by CWA /AT&T bargaining unit members. In Chicago, as well as other locations, laid off CWA/AT&T workers who have recall rights are available to perform the work of the scab contractors.

There are approximately thirty-seven (37) CWA/AT&T bargaining unit members within the Chicago Area Geographic Commuting Area (GCA) who were laid off by AT&T and have recall rights that are available to perform the work of the scab contractors. In fact, at least two (2) of the newly hired scab contractors are former CWA/AT&T bargaining unit members who were laid off and still have recall rights. Other scab contractors are former CWA/AT&T bargaining unit members who voluntarily retired, took Voluntary Termination Pay (VTP), were laid off by AT&T or are laid off AT&T management employees.

The scab contractors are obviously AT&T's "contingency plan" for 2005 contract negotiations. AT&T's strategy clearly includes "divide and conquer" to be totally "union free" in 2005, if not sooner!

Over the past several years, the contract remedies of grievance and arbitration have been totally bastardized by AT&T. AT&T simply says NO, then they stonewall the mutually agreed upon grievance and arbitration process.

The time has come to stand up for yourself, your spouse and your children. Do you have what it takes?

BE PREPARED WHEN CALLED UPON!

OR

**PUT YOUR HEAD BETWEEN YOUR LEGS AND KISS YOUR ASS
GOODBYE!**



Scab Contractors!

ATTACHMENT

May 27, 1989

Mr. Morton Bahr, President
Communications Workers of America
1925 K Street, NW
Washington, DC 20005

Dear Mr. Bahr:

I am writing to respond to the expressions of concern raised at the Operations bargaining table regarding the Company's contracting out of work, which have focused on situations in which a layoff is pending or has occurred (and ex-bargaining unit members retain recall rights) within the same force adjustment area where the work is to be contracted, and in job titles whose occupants would traditionally have performed such work.

I do not believe that CWA and AT&T have diverse views on this subject.

As to such work normally performed by our employees, we have always preferred not to contract such work out if it would otherwise be performed by bargaining unit employees in job titles in a geographical commuting area (1) where layoffs of such employees are pending; or (2) where a layoff has already occurred and such laid off bargaining unit members retain recall rights and are available to perform such work.

In the future, the Company will not contract out such work, under the conditions outlined above, except when it has no other reasonable alternative. Under such circumstances, the Company will discuss its decision with the Union.

Very truly yours,

/s/Raymond E. Williams

Article 29

- (ii) In other occupations in the Company not covered by the collective bargaining agreement.
 - (iii) In other AT&T Companies or any of its affiliates, subsidiaries or entities.
- (2) The applicability of various Company programs and agreement provisions relating to force adjustment plans and procedures, including ATTOP, Reassignment Pay Protection Plan termination payments, retirement, transfer procedures and the like.
 - (3) The feasibility of the Company providing training for other assignments for the employees affected. (Example: sponsorship of typing training on Company time.)
- (d) The Committee shall not formulate policy or arrive at binding decisions or agreements, but rather shall be charged with the responsibility to develop facts and recommendations so that the Company can make well-informed decisions regarding the matters covered by these provisions.

Note: This Article applies to those Business Operating Units/Divisions which do not have a Business Operating Unit/Division Planning Council in place.

ARTICLE 30 - CONTRACTING OF WORK

- 1 In making decisions regarding contracting of work, it is management's objective to consider carefully the interests of both customers and employees along with all other considerations essential to the management of the business. Some of these considerations include but are not limited to law, regulations, changing industry structure, economic conditions, and business considerations.
- 2 Projects involving types of traditional telephone work which have been regularly performed by bargaining unit members in a work group will not be contracted out if the contracting out of traditional telephone work on such a project will currently and directly cause layoffs or part-timing of regular employees in the same work group which would have otherwise performed the work. "Work group" as used in this article shall be deemed to refer to the group of employees normally treated as a unit for purposes of part-timing or layoff under Article 24 (Force Adjustment - Layoff, Part-Timing, and Recall).
- 3 From time to time, but no less frequently than every six (6) months, the Director of Labor Relations, or his or her designated representative, and the Union's Vice President, or his or her designated representative, will meet to review traditional telephone work which has been contracted out which, heretofore, was performed in a given locality by bargaining unit members. Such information shall include the frequency and volume of traditional work sub-contracted on behalf of the

Business Operating Unit/Division. The focus of the meetings will be to afford the Union's Vice President, or his or her designated representative, an opportunity to suggest ways in which the Company could, in the future, use bargaining unit members in the same or other localities to perform the contracted out work at competitive total cost to the Company and within the same completion time requirements. Where such methods are presented by the Union, the Company will give them due consideration and will advise the Union of its determination. Where appropriate (such as when there is no functioning Planning Council in a particular Business Operating Unit or Division), the Director of Labor Relations, or his or her designated representative, and the Union's Chair, or his or her designated representative, will mutually authorize the formation of Business Operating Unit/Division Joint Committees on sub-contracting or local committees to examine the contracted work to suggest ways that the work could be performed, in the future, by bargaining unit members in a given locality at competitive costs and within the same completion time requirements and to discuss the need for, and nature of, information which would assist the committee in performing its function.

- 4 The provisions of this article will be subject to the grievance procedure contained in Article 9 (Grievance Procedure), but shall not be subject to the arbitration provisions contained in Article 10 (Arbitration).

The parties mutually desire to provide a vehicle, other than litigation, by which certain subcontracting disputes can be amicably and expeditiously resolved in the future.

Because of the competitive nature of our markets, fluctuating work loads and the need to provide prompt response to customer demands, the Company cannot agree that it will not contract work which might otherwise be performed by its employees. It has agreed, however, to provide for a neutral third party review of its compliance with the applicable language of the collective bargaining agreement concerning contracting, as well as the commitments set forth in the Williams/Bahr letter, which the parties have agreed to renew for the term of this new Agreement.

- 5 In furtherance thereof, the parties have agreed as follows:
- (a) In lieu of all other procedures set forth in Article 10 (Arbitration), the following procedure shall apply to grievances alleging that the Company has contracted work which would otherwise have been performed by bargaining unit employees in a GCA in which (1) layoffs of such employees are pending, (2) in which employees are on layoff with recall rights and are available to do the work which has been contracted.
- (1) Within thirty (30) days of the denial of the Union's grievance at the third step, the Union's national office may request, in writing, that the

Article 30

grievance be submitted to a neutral third party, selected from a list of neutrals previously agreed upon by the parties.

- (2) The parties shall schedule a meeting with the neutral third party within thirty (30) days of the Union's appeal. At a meeting with the neutral, the Union shall have the opportunity to explain why it believes that the contracting at issue either currently and directly caused layoffs or part-timing of employees in circumstances set forth in Article 30, Paragraph 2 or whether, in circumstances addressed by the Williams/Bahr letter, the Company had no other reasonable alternative but to contract the work in dispute. The Company shall then have the opportunity to respond.
- (3) Except as agreed upon by the parties, the meeting shall be informal. Normally witnesses shall not be called. No transcript shall be made. The neutral shall issue a written decision within thirty (30) days of the meeting on the form shown in Paragraph 6 below, and both parties hereto agree to be bound by the neutral's decision. No other decision or opinion shall issue, and the decision of the neutral shall not be used or cited as precedent in any future cases. If the neutral's decision upholds the Union's grievance, an amount of money, computed by using the Adjusted Rate, including premium payments (such as overtime and holiday allowance if appropriate) of the employees on layoff, and the number of hours of work contracted which would otherwise have been performed by employees who have been laid off as a current and direct result of the contracting, or who are on layoff with recall rights in that GCA and who were available to do the contracted work, shall be distributed among those individuals as determined by the parties.
 - (b) The compensation and expenses of the neutral third party and the general administrative expenses of the meeting with the neutral shall be borne equally by the Company and the Union. Each party shall be responsible for payment for time consumed by and the expenses of its representatives.
 - (c) No less than one (1) such meeting shall be held in each calendar quarter and the selected neutral shall hear all grievances which have been appealed to this dispute resolution process at least seven (7) days prior to the selection of the neutral.
 - (d) These procedures shall be the sole and exclusive means by which contracting grievances unresolved after the exhaustion of the procedures set forth in Article 9 (Grievance Procedure) may be addressed.

6 Decision of Neutral Third Party

- (a) Did the contracting involved in the grievance currently and directly result in the layoff or part timing of employees in the circumstances set forth in Article 30, Paragraph 2 of the Agreement? (If this answer is "yes", then the union's case is sustained.)

Yes No

- (b) Was a surplus of employees declared and in effect at the time the contracting took place in the GCA in which the contracting took place?

Yes No

- (c) Were employees in the GCA in which the contracting took place on layoff with recall rights and available to do the work which was contracted?

Yes No

- (d) If yes to (b) or (c), did the Company have no other reasonable alternative but to contract?

Yes No

ARTICLE 31 - EMPLOYEES IN MILITARY SERVICE OR ACTIVE DUTY FOR TRAINING

1 A regular employee (not temporary or term) who enters the United States Uniformed Services for Active Duty for Military Service, shall be granted a Military Leave of Absence for the period of his/her necessary absence. Voluntary extension of military service beyond five (5) years shall not be construed as necessary absence. A regular employee (not temporary or term) who is a member of a reserve component or organized militia of the state and enters upon Military Training Duty will be granted a Military Leave of Absence for the period of the necessary absence for such training. The term "Uniformed Services" as used herein shall mean Uniformed Services of the United States as specified in the Uniformed Services Employment and Reemployment Rights Act of 1994.

A term employee who is a member of a reserve component or organized militia of the state and enters upon Military Training Duty will be granted a Military Leave of Absence for not more than two (2) weeks per year. The term "Uniformed Services" as used herein shall mean Uniformed Services of the United States as