

Communications
Workers of America
AFL-CIO, CLC

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Lisa Bolton, Vice President
Telecommunications & Technologies



ATT – 017A
PR – 004A
NIC – 007A

March 25, 2020

To: Local Presidents Representing AT&T Legacy T/Legacy T Puerto Rico
& NIC Members

Subject: Cash Award Incentive – Signed MOA

Please see the attached Cash Award Program Memorandum of Agreement.
The 20% pay increase referred to in the MOA applies to all hours
worked, including overtime.

All bargained for employees are eligible for this program. During this pandemic, essential services are more important than ever and CWA members continue to step up to make sure our communications network is up and running! Thank you so much and please follow all recommended safety guidelines.

Please email our office with any questions or concerns.

In Unity,

A handwritten signature in black ink that reads "Lisa M. Bolton". The signature is written in a cursive, flowing style.

Lisa M. Bolton, Vice President
CWA Telecommunications & Technologies

/attachments

LB/slr

This Agreement between AT&T Corp., AT&T Services, Inc. (the Company) and Communications Workers of America (the Union) (collectively “Parties”) outlines the understandings reached by the Parties regarding cash award payments for attendance for eligible employees covered by the Agreement By and Between Certain Business Operating Units and Divisions of AT&T Corp. and Communications Workers of America (“CBA”) during the special circumstances of the COVID-19 Pandemic. For purposes of this Agreement we will refer to the program as the COVID-19 AT&T U.S. Cash Award Program (“Cash Award Program” or “CAP”). This Agreement provides for a cash award for attendance during a period of exceptional challenges arising from the COVID-19 Pandemic.

COVID – 19 AT&T U.S. Cash Award Program

1. The Parties agree that the COVID-19 Pandemic has created workforce issues due to social distancing efforts, shelter-in-place orders, and general efforts to avoid the spread of the virus for the public good. The Parties further understand that the Company is an essential business that is instrumental in efforts to promote the operation of the economy, support healthcare and emergency services efforts, and inform the public of critical developments through its communications and media businesses. The Parties therefore agree to allow the Company to institute a Cash Award Program to recognize employees who perform work during this challenging time to help customers stay connected to important resources.
2. Participation includes all titles covered by the CBA.
3. The CAP will be effective on the day following the execution of this Agreement. The Company may cancel the Agreement upon written notice, although the Parties intend to allow the CAP to remain in place as necessary to allow the Company to fulfill its essential public function.
4. The cash award provided by the CAP (“Cash Award”) will be the equivalent of twenty percent (20%) of pay at the regular rate for hours actually worked by covered employees, subject to the following terms:
 - a. The Cash Award does not constitute wages, but will be paid in a lump sum in the same paycheck as the hours worked that resulted in a Cash Award payment - it will be noted on the paycheck as “Cash Awd – Non Disc (FLSA)”;
 - b. While the Cash Award is not wages, the Company will include an additional amount in the lump sum Cash Award payment to compensate employees for overtime worked as if the Cash Award were included in the regular rate for the straight time hours upon which the Cash Award was based in order to comply with any federal, state or local wage and hour laws;
 - c. The Cash Award will be taxed at a flat rate and will not contribute to or be eligible for pension, savings, or life insurance;
 - d. Because the Cash Award does not constitute wages, the Parties agree that its payment shall not impact or be impacted by any other provisions of the contract that would normally affect or be affected by wages or wage rates, including but not limited to provisions for differentials, holidays worked, etc.;
 - e. Because the Cash Award is designed to encourage employees to work, it shall not apply to any time not actually spent working for the Company, including but not limited to paid hours not worked, illness absence, leaves, vacations, COVID-19 benefits, etc.;

- f. The rate of pay for calculating the Cash Award shall be the rate of pay applicable on the last day of the pay period during which the hours upon which the Cash Award was based were worked;
 - g. The CAP will apply regardless of the location(s) where the employee performed work during the applicable hours.
5. The Parties agree that the Company may implement additional incentives designed to recognize employees for the performance of work during the COVID-19 event specific to its various business units in accordance with the needs of the business during the period in which this Agreement is in effect.
6. The Parties understand and agree that the CAP is a joint effort to address the exigent circumstances presented by the COVID-19 Pandemic. They do not intend this cooperative effort to set any precedent concerning incentives or the duty to bargain cash awards or other incentives and agree not to use this Agreement for any purpose or in any proceeding other than as evidence to resolve disputes over the application of this Agreement.

CONCUR:



Diane Bradley
Vice President
Labor Relations

3/24/20

Date



Lisa Bolton
Vice President
Telecommunications & Technologies

3/24/20

Date

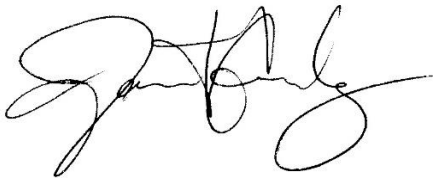
This Agreement between AT&T Services, Inc and DIRECTV, LLC (collectively referred to as the “Company”) and the Communications Workers of America (the “Union”) (collectively “Parties”) outlines the understandings reached by the Parties regarding cash award payments for attendance for eligible employees covered by the National Internet Contract (“CBA”) during the special circumstances of the COVID-19 Pandemic. For purposes of this Agreement we will refer to the program as the COVID-19 AT&T U.S. Cash Award Program (“Cash Award Program” or “CAP”). This Agreement provides for a cash award for attendance during a period of exceptional challenges arising from the COVID-19 Pandemic.

COVID – 19 AT&T U.S. Cash Award Program

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6. The Parties understand and agree that the CAP is a joint effort to address the exigent circumstances presented by the COVID-19 Pandemic. They do not intend this cooperative effort to set any precedent concerning incentives or the duty to bargain cash awards or other incentives and agree not to use this Agreement for any purpose or in any proceeding other than as evidence to resolve disputes over the application of this Agreement.

CONCUR:



Assistant Vice President
SW Labor Relations

3/24/20

Date



Vice President
Communications Workers of America

3/24/20

Date