TENTATIVE PENDING FINAL AGREEMENT ON A FULL AND COMPLETE CONTRACT
2009 BARGAINING CWA AND AT&T COMPANY PROPOSAL # 2A

SUBJECT: HOME DISPATCH PROGRAM

AGREED: IR 8-9-09
AGREED: JHR 8-9-09

PROPOSAL:

The Companies and the Union agree to implement the attached Home Dispatch Program (HDP).
TENTATIVE PENDING FINAL AGREEMENT ON A FULL AND COMPLETE CONTRACT 2009 BARGAINING CWA AND AT&T COMPANY PROPOSAL #2A

SUBJECT: HOME DISPATCH PROGRAM

PROPOSED MOA:

This Memorandum of Agreement confirms our understanding regarding the commencement of a Home Dispatch Program (HDP).

The Companies and the Union agree that, in administrative units that are selected by the Companies and where the Local Union has agreed to participate in the HDP, employees will be eligible to volunteer to participate in the Home Dispatch Program (HDP). The parties shall meet no less than every 6 months to discuss any issues related to the HDP. Administrative units are comprised of employees in the same title and on the same overtime list.

Participation is strictly voluntary for any such employee and is not a condition of employment. Volunteers may elect to cancel their participation with written notice provided to their supervisors.

In order to volunteer to participate for the HDP, employees will normally live no more than 35 miles from their headquarters location. If the distance is greater than 35 miles for any volunteer, local management working with the Local Union will determine what additional arrangements can be made, if any, to enable participation. The Companies will determine eligibility for participation.

Volunteers who meet the above requirements and who are considered qualified in their job by the Companies will be selected to participate in seniority order within their administrative unit. The Companies will determine the number of participants by administrative unit.

For pay treatment purposes the normal commute for employees who participate in the HDP is considered to be 60 minutes or less for time spent commuting in each direction, i.e., reporting to the first work location and driving home from the last work location. Commute time of 60 minutes or less in each direction is not considered as time worked for pay treatment purposes. Time spent in excess of 60 minutes driving to the first work location and in excess of 60 minutes driving home from the last work location will be considered as time worked for pay treatment purposes. Employees who participate in the HDP and arrive at their first work site before 60 minutes have passed from leaving their home will be paid when they begin work, as directed by their supervisor, at their first work location.

Volunteers will provide secure and legal storage for the vehicle at the employee’s home location.
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COMPANY PROPOSAL # 2A

SUBJECT: HOME DISPATCH PROGRAM

The vehicle is to be used solely for Company business and travel between the employee’s residence and his/her first and last work locations. Only properly authorized persons may ride in or operate the vehicle. Personal use of the vehicle is prohibited.

Vehicle operation and maintenance expenses will be at the Companies’ expense. The employee will incur no costs for driving, parking or otherwise maintaining the vehicle.

Employees may be removed from participation if the Companies determine that they no longer meet the HDP requirements.

Local management will meet in advance with the involved CWA Local to discuss any planned removal of an employee from the HDP.

A Local union representative upon request may meet with a Company designated representative and the HDP volunteers within an administrative unit on a monthly basis for up to 30 minutes to discuss any issues.

When employees are using a Company vehicle in compliance with the terms of this Memorandum of Agreement, the Companies will indemnify and hold harmless from liability employees who are determined to be liable to others to the same extent that the Companies would indemnify them and hold them harmless from liability if they were driving their Company vehicle on actual working time.

HDP will continue until either party provides 30 days notice of its intent to terminate the HDP.
TENTATIVE PENDING FINAL AGREEMENT ON A FULL AND COMPLETE CONTRACT
2009 BARGAINING CWA AND AT&T COMPANY PROPOSAL # 2A

SUBJECT: HOME DISPATCH PROGRAM

Effective date/language: With ratification
Termination date/language: With expiration of the 2009 Collective Bargaining Agreement

Applies to:

Pacific Bell Telephone Company  AT&T Video Services, Inc.
(Except Appendix E)  

Nevada Bell Telephone Company  SBC Global Services, Inc.
(Except Appendix E)  

AT&T Services, Inc.  Appendix E