

JOINT AGREEMENTS

OF THE

SERVICE REPRESENTATIVE
REVIEW COMMITTEE

OCTOBER 17, 2002

BACKGROUND

The Service Representative Task Force was first established as part of the 1998 Bargaining between the Communications Workers of America (CWA) and Southwestern Bell Telephone Company (SWBT). During 2001 Bargaining, the Service Representative Review Committee was established under the auspices of the Strategic Alliance.

MISSION STATEMENT

The mission of the Review Committee, as outlined in the 2001 Settlement Agreement was as follows:

Evaluate the implementation and effectiveness of the Recommendations of the Service Representative Task Force, dated March 8, 1999.

Specifically address the following issues:

- Emergency Time
- Closed Key Time
- Appointment Book Time
- Sales Process
- Average Handling Time
- Stress

Identify problem areas and develop alternatives for addressing the issues listed above, taking into account both employee and business needs.

Conduct necessary trials to obtain data needed to develop alternatives.

Issue a joint report of its recommendations to the Presidents of each represented business unit, the CWA District 6 Vice President and the Vice President-Labor Relations.

SERVICE REPRESENTATIVE REVIEW COMMITTEE MEMBERS

The Review Committee members were selected in the manner specified in the Settlement Agreement and the following individuals participated:

UNION

Jason Burns - Topeka
Linda Hamel - Lubbock
Nancy C. Hill - Dallas
Kevin Kujawa - St. Louis
Melinda Nichols - Jonesboro
Mary Reyes - San Antonio
Leslie Tallent - Oklahoma City
Ellen S. Wakefield - Ft. Worth

CWA STAFF

Philip Ferrill - St. Louis
Sylvia J. Ramos - Dallas

MANAGEMENT

Brad Brown - CCS
Sharon R. Clark - CCS
Maria Dillard - Industry Markets
Stacie George - BCS
Lynda House-McPeters-Industry Markets
Evelyn Van Sice - BCS

LABOR RELATIONS

Rebecca Poe

Philip Ferrill and Sylvia J. Ramos served as CWA co-chairs of the Review Committee, while Sharon R. Clark served as the SWBT co-chair. Rebecca Poe acted as facilitator.

The Review Committee met on six occasions over eleven days. Discussions were thoughtful, thorough, candid, and with a view towards finding ways to significantly address its responsibilities. The following is its report and joint agreements.

TIME OFF

INTENT

Management should be sensitive to the personal needs of the employees. In an attempt to improve the flexibility of the Service Representative job, the described initiatives should be viewed as a minimum attempt to show this sensitivity.

JOINT AGREEMENTS

1. BLOCKED TIME – No days or weeks will be completely blocked at the start of the vacation schedule. Any weeks not initially chosen will remain available for subsequent selection for day-at-a-time scheduling during the vacation solicitation.
2. CLOSED KEY TIME – This Review Committee believes that Service Representatives need adequate closed key time. Where assigned job responsibilities dictate, Management will assure at least thirty (30) minutes of closed key time is scheduled two (2) days per week per Service Representative. If additional time is needed for callbacks or other work related needs, Management will approve the additional needed time within 24 hours or Management will reassign the responsibility for the work.

The above closed key time is not to be used by Management for any type of meeting, training or developmental purposes. This time is intended to be used for business purposes only (for example: commitments, follow-ups, clerical duties, etc.).

3. APPOINTMENT BOOK TIME – “Appointment books” will be established in each office. Scheduled appointment time will be excused-unpaid or contractual time, as requested by the employee.
 1. For large ACD teams on the same vacation schedule:
 - 1 appointment book slot per day – up to 80 employees
 - 2 appointment book slots per day – 81+ employees

Smaller vacation work groups (for example, less than 25 employees) will be handled locally between CWA and Management.

 2. Restrictions on available appointment book time may occur. Examples are service emergencies, Mondays, day before or after a holiday, etc.

3. Appointments may be scheduled in increments up to four (4) hours. Extenuating circumstances should be handled on an individual case basis.
4. **EMERGENCY TIME** – An emergency is defined as an unforeseen situation which demands the employee's immediate attention, and the employee will leave regardless of how the time is coded. It is impossible to define every situation. It is also the intention that this time will not be arbitrarily or routinely used by the employees.

Emergencies generally fall under three categories:

1. **Personal Emergency:** An unforeseen personal emergency that prevents the employee from being at work. For example, a car accident.
2. **Family Emergency:** An unforeseen emergency which requires the employee's immediate attention. For example, an emergency involving a family member (family member as identified in the 2009 Labor Agreements).
3. **Home Emergency:** An incident at the employee's residence which requires immediate attention. For example, flooding, fire or a tree falling on the roof.

If granted, emergency time will be coded as either excused-unpaid or contractual time, if contractual time is available and it is requested by the employee.

ADHERENCE TO INDIVIDUAL SCHEDULE

INTENT

The focus of adherence to individual schedules will be on individual development.

JOINT AGREEMENTS

1. A numerical measurement of adherence will not be used as the sole measure of employee performance.
2. A numerical measurement of adherence will not be part of:
 - the Non-management Performance Appraisal Plan (NPAP), or
 - any incentive program.
3. Any individual adherence results will not be used in comparison with other individual adherence results.
4. Any individual adherence results will not be publicly posted.

FORCE FREEZES

INTENT

To allow employees who wish to transfer, to be able to do so.

JOINT AGREEMENTS

1. There will be no force freezes.
2. Only controlled releases will be utilized.
3. Employees will be released for upgrades except for extreme situations [and only be denied with senior manager authorization (senior manager being defined as reporting to an Officer of the Company)].
4. A minimum of two percent (2%) of employees per location per month will be allowed to transfer to lateral and downgrade positions in large teams (with or without ACD's) exceeding 200 Service Representatives. (Smaller groups will be determined individually, by Management with notice to the Union.)
5. Hardships will be handled outside the above limitations.

SALES OBJECTIVES

INTENT

With the understanding that this is a sales organization, the intent is to lessen the stress associated with sales objectives.

JOINT AGREEMENTS

1. If an employee is deficient only in the numerical sales objective, the employee will still be recommended for transfer.
2. The current prohibition on termination for unsatisfactory sales performance is extended for the duration of the 2009 Labor Agreements.
3. Any sales objective that is part of the NPAP standard will be adjusted, at a minimum, for contractual time off the job, including but not limited to vacation, Participative Management Employee Involvement (PMEI), Union time, etc.
4. Sales objectives will not be tied to any step of the Positive Discipline Process.

SALES PROCESS

INTENT

With the understanding that this is a sales organization, our intent is to:

- Lessen the stress of the employee
- Reduce employee turnover
- Provide exemplary customer service
- Maximize revenues
- Achieve a competitive edge in the marketplace.

JOINT AGREEMENTS

The Review Committee recommends that the Consumer Sales Acquisition Center, Consumer Sales and Retention Center and Small Business Sales Call Centers each establish a committee to address an effective process to achieve the above stated goals. The committee should be comprised of a minimum of:

- V.P. – Sales Channel
- Local Union Officer
- 3 Service Representatives (2-TX, 1-MOKA)
- 2 Managers

AVERAGE HANDLING TIME

INTENT

Efficiency is an important component of the total Service Representative job and Average Handling Time (AHT) may be one means of measuring efficiency.

JOINT AGREEMENTS

1. AHT, when defined as average call length plus hold plus not ready, or any numeric measure of customer contact length will not be used as a sole measure of an employees' performance or tied to any step of positive discipline. Management and the employee will perform a root cause analysis for any deficiency and implement a coaching and development plan when appropriate.
2. Any individual AHT results will not be used in comparison with any other individual AHT results.
3. Any individual AHT results will not be publicly posted.
4. If an employee is deficient only in the numerical AHT objective, the employee will *still be recommended for transfer*.

STRESS

INTENT

The intent is to decrease workplace stress and occupational illnesses associated with such stress.

JOINT AGREEMENTS

It is the Review Committee recommendation that a joint CWA/Management standing committee be established at a local level to address workplace issues at both the Non-management and Management level.

It is recommended that this committee be set up through PMEI, as a standing sub-task group when agreed by the local CWA President and Company Director(s). PMEI Consultant involvement is recommended, where appropriate.

CONCLUSION

The Service Representative Review Committee appreciates the opportunity to have addressed these important issues. The Review Committee worked together in a cooperative spirit to put forth joint agreements that take into account both employee and business needs.

The Service Representative Review Committee requests that its joint agreements, after due consideration, be adopted and implemented throughout SBC Southwestern Bell.