

CWA
District 6

Policies
&
Procedures

Updated 04/20/18

Policies & Procedures

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CWA District 6 Policy

Selection of Members to Joint Company-Union Committees

The following are guidelines to be used in selecting CWA member candidates to serve on joint Company-Union committees.

- Any contractual requirements or limitations will be adhered to
- Whenever Local Presidents are solicited for recommendations, each individual Local President can recommend only as many candidates as there are available appointments to be filled.
- Recommendations *must* be submitted by the Local President
- Unless contractually required, candidates do not have to be Local officers
- Self-nomination by a Local President is acceptable
- To be considered, a candidate must be:
 - CWA member
 - Active in the Local
 - CWA Political Action Fund (PAF) contributor
 - Qualified for the particular Committee assignment
 - Supportive of the principles of Union-Management cooperation
 - Have a keen interest in participating and working to resolve issues consistent with the stated purpose and agenda of the Committee.
 - Willing to devote non-paid time outside scheduled working hours as might be necessary
 - Willing and able to travel as necessary
- To submit a recommended candidate, the Local President must:
 - Submit recommendation(s) in writing
 - Ensure that the individual(s) being recommended are willing to serve on the Committee *before* submitting the recommendation
 - Ensure that the individual(s) being recommended meet any contractual requirements as well as requirements outlined herein *before* submitting the recommendation
 - If more than one position on a Committee is being filled, and the Local President is submitting more than one candidate to fill the positions, names and information of individuals being recommended should be in order of highest preference
 - Provide the names and titles of each individual candidate being recommended
 - Submit current contact information for each individual candidate being recommended, including cell phone number and e-mail address
 - Provide a brief summary of the candidate(s) qualifications, relative experience as well as reasons that each individual candidate believed to be qualified for the assignment
 - Submit the candidate(s) names and information to the District prior to the stated deadline
- When possible, geographic diversity will be a factor in making selections
- Other factors may be considered when appropriate and applicable



Communications Workers of America, AFL-CIO

District 6 Arkansas, Kansas, Missouri, Oklahoma, Texas

Claude Cummings Jr.
Vice President

District 6 Headquarters

Parkway at Oak Hill, Building One
4801 Southwest Parkway, Suite 145
Austin, Texas 78735
512-330-0871
fax: 512-330-0886

August 11, 2014

TO: All District 6 Local Presidents

FROM: Sylvia J. Ramos, Assistant to the Vice President 

SUBJECT: Requests for Expense Reimbursements

Please be sure to forward all requests for reimbursements to your respective CWA Staff Representative for review and approval. These requests should not be sent directly to the District office. Upon Staff approval, they will forward to the District office for processing. All requests should include the appropriate Local invoice, voucher, and copies of all receipts and checks (if applicable) covering the related expenses.

It is the District office's goal to expedite the processing of all requests for expense reimbursements as efficiently as possible. We appreciate your assistance in this matter.

Should you have any questions or need further clarification on this process, please contact your assigned CWA Staff Representative.

SJR/sv
peiu#13

c: Claude Cummings, Jr.
All District Staff



Communications Workers of America, AFL-CIO

District 6 Arkansas, Kansas, Missouri, Oklahoma, Texas

Claude Cummings Jr.
Vice President

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512-330-0871
fax: 512-330-0886

August 10, 2012

TO: All District 6 Local Presidents

FROM: Sylvia J. Ramos, Assistant to the Vice President 

SUBJECT: Requests for Expense Reimbursements

Please be sure to forward all requests for reimbursements to your respective CWA Staff Representative for review and approval and not directly to the District office. Once it is approved, the Staff Representative will forward to the District office for processing. Please also ensure that each request includes the appropriate Local invoice, voucher, copies of all receipts and checks (if applicable) covering the related expenses.

As it is the District office's goal to expedite the processing of all requests for expense reimbursements as quickly as possible, we appreciate your help to ensure the steps outlined above are followed.

If you have any questions or need further clarification on this process, please contact your assigned CWA Representative.

SJR/sv
opelu#13

c: All District Staff

3. Create cover sheet - (See Attachment #2)

The cover sheet should be as follows:

- ✓ Memo or letter on the Local's letterhead containing the Local's name, address, phone, and fax number
- ✓ Date submitted
- ✓ Person submitting request
- ✓ List containing employee's name, wage, FICA (7.65%), and/or expenses.

4. Assemble packet as follows:

- ✓ Cover Sheet
- ✓ Employee packets (voucher, paycheck/pay stub, and/or copies of receipts)

For Use of Local
Sec/Treas

**LOCAL EXPENSE VOUCHER
COMMUNICATIONS WORKERS OF AMERICA**

Local # _____

No. _____

Name _____

Date _____

Address _____

Exemptions _____

Social Security
or Unemployment Tax # _____

ITEMS	SUN	MON	TUES	WED	THURS	FRI	SAT	TOTAL
TRANSPORTATION								
HOTEL ROOM								
MEALS								
LARY								
TEL. & TEL.								
MISCELLANEOUS								

Attach necessary receipts – Explain reason for expense – Use reverse side of form, if necessary:

This is to certify that amounts shown on this statement were incurred by me on behalf of C.W.A.

Expense Incurred By: _____
Signature

Expense Approved By: _____
Signature

by Check No. _____

Attachment 2 -- SAMPLE COVER SHEET

Communications Workers of America Local xxxx
1234 Union Avenue
Anywhere, WA 21000



TO: CWA District 10 Office
FROM: John Doe, Secretary/Treasurer
DATE: June 8, 2004
RE: Local 0000 Request for Reimbursement- Health Care Campaign

Attached is a reimbursement request from Local 10011. I have checked the backup documentation and it is in order.

Please reimburse the following:

Employee's Name	Local's Check Number	Employee's Wages	Reimbursement for Withholdings	Expenses	Total
Joe Smith	9196	500.00	38.25	91.24	629.49
Scott Jones	9197	275.00	21.03	54.00	350.03
Cindy Montoya	9198	325.00	24.86	15.58	365.44
Albert Turner	9199	125.00	9.56		134.56
TOTAL					1479.52

Please let me know if you need more information to process this request.

8/8/2014

CWA Mail - Expense and Reimbursement Processing

CWA

Communications Workers of America

Expense and Reimbursement Processing

Annie Hill, CWA Secretary-Treasurer <annie_hill@cwa-union.org>
Reply-To: annie_hill@cwa-union.org
To: MFranken@cwa-union.org

Thu, Aug 30, 2012 at 2:25 PM

Local Leaders >>>

Communications Workers of America • Building a Movement for Economic Justice & Democracy

August 30, 2012

To: All Local Officers

Subject: Expense and Reimbursement Processing

Dear Colleagues:

Most locals are very conscientious about submitting expense vouchers or requests for reimbursement in a timely fashion. Unfortunately, we occasionally have locals that submit expenses for payment or reimbursements that are months and even a year or more old. When this happens, it makes it virtually impossible for us to determine the levels of our finances and budgets, particularly impacting our General Fund, Strategic Industry and Defense Fund grant accounts.

Last year, CWA adopted a policy that expenses or reimbursements that were submitted more than 90 days from when they were incurred will not be paid. This policy has helped somewhat, but there are still far too many occasions that we receive requests that include expenses outside of the 90-day window.

Please be advised that effective October 1, 2012, we will no longer pay or reimburse expenses unless they are submitted within the 90-day window from when the expense was incurred. This applies to any part-time expense voucher or local reimbursement requests including those authorized under a Strategic Industry Fund project, Defense Fund grant, organizing project, or national committee assignment. There will be no exceptions to this rule.

If you, one of your members, or the local currently has expenses that fall outside this window, please submit them immediately as we will authorize payment through September 30, 2012. After that date, the policy will be strictly enforced and expenses older than 90 days will not be processed for payment.

Staff have been reminded of this policy and will return any expense and reimbursement requests that are older than 90 days.

Thank you for your attention and cooperation with this policy.



Communications Workers of America, AFL-CIO

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fax: 512-330-0886

Claude Cummings Jr.
Vice President

March 12, 2014

TO: Local Presidents

FROM: Mark Franken, Area Director *MEF*

SUBJECT: Extended Periods of Unpaid Excused Time off for Union Business

This information is relative to only those contracts that provide officers and Stewards extended periods of unpaid time off to conduct Union business. It has recently come to our attention that some Local officers are unaware of a long-standing District 6 practice in this regard as well as the reason for its implementation. As such, I have been asked to reiterate it here to avoid any future confusion.

Many years ago, the District was confronted with a situation in which the limited number of Local representatives who could be granted additional time off for Union business under the Southwestern Bell Telephone agreement had been exhausted well in advance of the year's end. As a result, other Local officers and Stewards, who found themselves running out of their negotiated 60 days of Union time off in the third and fourth quarters of the year, could not be added to the list for additional excused Union time. Unfortunately, because the entire negotiated maximum annual allotment of 100 had already been utilized, these Local officers and representatives were left without having any unpaid excused time off at their disposal through the end of the year to tend to the affairs and necessary business of their Locals. When researched, the District found that some Locals were submitting names of individuals to be added to the 120-Day List (now 145 days) long before they were remotely close to exhausting their initial 60-day allotment of excused time off. Making matters worse, as it turned out, some of them never did come close to exhausting their initial 60 days. To avoid a similar predicament in the future, the District effectuated a practice in which individuals would not be added to the list for extended time off for Union business until they were close to exhausting their original 60 days. There are other contracts that contain similar provisions and this practice has been applied to those as well.

The District's practice also protects against unnecessarily utilizing a "slot" on these lists. Using the current agreement with AT&T Southwest as an example, adding people to the 145-Day List before they need to be moved puts us at risk of needlessly wasting one of the 100 slots if an officer/steward resigned, retires, is terminated, is removed from office, passes away, transfers to another Local, goes out on disability, gets promoted, etc. These are just a few of the different scenarios that could ultimately lead us to needlessly occupy one of the 100 slots we have on the 145-Day List if we were to add individuals prematurely. Once we add someone to the list, we do not get to reclaim the slot if one of the situations mentioned above were to occur.

I hope this clarifies the District's long-standing practice and the rationale behind it. It has worked well and served its intended purpose.

When making a request to have an officer or Steward moved to the appropriate list for additional excused time off for Union business, please provide the following information and direct your

submission to my attention at the District 6 Headquarters. This will help ensure uniform application of the aforementioned District practice relative to this matter. *Please note that such requests must be on Local letterhead with the Local President's original signature affixed.* The following information is required in order to add an officer or Steward to the list for additional time off in each of the applicable labor agreements:

- Date of request
- Name of officer/Steward to be added to list (include middle initial)
- Union office or position held by officer/Steward to be added to list
- Company/Employer (clearly identify subsidiary or contract)
- Company Job Title of officer/Steward to be added to list
- Company work address
- Employee ID# used by employer
- Number of days or hours, whichever is applicable, of excused unpaid Union time off that the officer/Steward to be added to list has used to date
- Signature of Local President

Should you have any questions please contact your assigned CWA Representative.

MF/nh
opeiu#13

cc: Administrative Staff
Staff



Communications Workers of America, AFL-CIO
 District 6 - Arkansas, Kansas, Missouri, Oklahoma, Texas

District 6 Headquarters

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 fax: 512-330-0886

Claude Cummings Jr.
 Vice President

August 11, 2014

TO: All District 6 Local Presidents
 FROM: Sylvia J. Ramos, Assistant to the Vice President 
 SUBJECT: Bargaining Units

Listed below is the criteria that will be used for bargaining committee members:

<u>Bargaining Unit Size</u>		<u># of Bargaining Committee Members</u>
0 – 50	=	0
51 – 300	=	1
301 – 2000	=	2
2001+	=	3

The number of bargaining committee members is dependent upon the bargaining unit size. The above chart displays the number of bargaining committee members that will be paid by the National for each bargaining unit.

Also, attached are the Administrative Guidelines concerning bargaining committee compensation.

Should you have any questions, please contact me.

SJR/sv
 opeiu#13

Attachment

c: Claude Cummings, Jr.
 All District Staff

COPY

May 17, 2000

TO: All District 6 Local Presidents
FROM: Sandie Cox, Assistant to Vice President
SUBJECT: Bargaining Units

As was requested at the Local Presidents meeting, following is the criteria used for bargaining committee members.

0	-	50	=	0
51	-	300	=	1
301	-	2000	=	2
2001	-		=	3

The number of bargaining committee members is dependant upon the people in the bargaining unit. Headquarters uses this number to determine how many committee members will be paid for each bargaining unit.

Also enclosed are administrative guidelines concerning Bargaining Committee Pay.

Should you have any questions, please advise.

SC/lms
opeiu #13

cc: District 6 Staff



Communications Workers of America, AFL-CIO

District 6 Arkansas, Kansas, Missouri, Oklahoma, Texas

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Claude Cummings Jr.
Vice President

October 8, 2015

TO: All District 6 Local Presidents and Staff
FROM: Sylvia J. Ramos, Assistant to the Vice President 
SUBJECT: Updates to District 6 Policies

As a follow-up to our Local Presidents conference call on Tuesday, October 6, 2015, please be advised of the following updates to District 6 policies:

Compensation for Elected Bargaining Committee Members

Effective immediately, all elected bargaining committee members will be compensated based on their actual wage rate for approved time spent associated with bargaining. Elected members that are paid commission will be paid their wages based on their average commission.

Leveraged Service Representative titles will be paid at the Service Representative pay rate. And any Retirees that are elected to serve as bargaining committee members will be paid per diem plus mileage. Our policy pertaining to per diem reimbursement will remain the same, which requires receipts for all expenses that are submitted.

Prior to bargaining kickoff, the bargaining chair will cover this policy with all elected bargaining committee members.

Attorney Assistance

In regards to locals requesting legal assistance, we are asking that these requests be made only by Local Presidents directly through your respective assigned Staff Representative. This will allow Staff the opportunity to assist with local officers' concerns and possibly work through them.

Should you have any questions on these updates, please contact your Staff Representative.

SJR/sv
opeiu#13

c: Claude Cummings, Jr.
Administrative Staff
David Van Os

CWA District 6

Policy & Procedure Information – Bargaining Committees

The following are CWA District 6 policies relative to members serving on Bargaining Committees. Please keep in mind that, when being compensated and/or reimbursed by the District, such compensation and expense reimbursement is governed by these District 6 policies, *not* Local bylaws or provisions of the applicable collective bargaining agreement. In addition, *wage and expense reimbursements are limited to the maximum number of Committee members for the bargaining unit as established by CWA's national policy.*

Wages - Contractual provisions covering wages of Bargaining Committee members are different in each contract. Should a contract not include Company paid wages for Bargaining Committee members, or should negotiations exhaust the Company paid wages a contract provides for, CWA District 6 will be responsible for paying wages. Such compensation paid in accordance with CWA policy and will be limited to “lost time”, i.e., *regular scheduled hours* missed by the Committee member due to his/her participation in negotiations.

Expenses - Expenses incurred by Bargaining Committee members will be reimbursed in accordance with the following:

- **Vouchers/Requests for Reimbursement** for appropriate expenses incurred by Committee members are to be submitted via voucher to his/her Local for reimbursement. The Local will then submit the appropriate expenses the Committee Chairperson for approval and reimbursement from the District.
- **Vouchers/Requests for Reimbursement** must be submitted *in a timely manner.*
- **Receipts** are required for all meals, lodging, cab, airfare, etc., expenses to be reimbursed. An exception will be made for reasonable expenses for which a receipt is not normally available (vending machine, tip to shuttle driver, etc.)
- **Meals and Incidental Expenses** will be reimbursed *up to* the maximum allowed under the IRS M&IE standards in effect for the applicable city at the time the expense was incurred. CWA *does not* provide a flat rate per diem. (*Also see “Tips” below*)
- **Incidental Expenses** will be limited to those considered as such under IRS regulations. Currently, Section 3.02(3) of Rev. Proc. 2011-47 provides that the term “incidental expenses” includes *only fees and tips given to porters, baggage carriers, hotel staff, and staff on ships.*
- **Tips** are to be reasonable and appropriate. For example, the customary 15% tip to a waiter/waitress is acceptable. *Under no circumstances should a tip exceed 20%.*
- **Airline Travel**, when necessary *and approved by the Committee Chairperson*, is to be made using sound judgment considering all relevant factors such as price, arrival time, departure time, etc. Should a Committee member have any concerns regarding the appropriateness of mode of travel, a flight selection, etc., the Committee Chairperson should be contacted in advance of finalizing the reservation.
- **Mileage**, when applicable, will be reimbursed at the IRS rate in effect at the time the expense is incurred.
- **Mode of Transportation** will, in most cases, be determined by the most economical method. Should a Committee member prefer to drive instead of flying when airfare would be less expensive than mileage, or vice-versa, reimbursement will be based on the least costly mode of transportation. The Committee member will be required to provide written documentation (airfare cost, MapQuest, etc.) to substantiate the reimbursement amount. In limited situations, when justified by business needs, the Committee Chairperson may authorize use of a more expensive means of transportation.
- **Lodging** arrangements for Committee members will be made by the District. In some cases, lodging may be direct billed to the District while in others the Committee member will be required to pay for the expense and submit a voucher to his/her Local for reimbursement. In the latter case, the Local will then submit the appropriate expenses to the District for reimbursement.



Communications Workers of America, AFL-CIO

District 6 Arkansas, Kansas, Missouri, Oklahoma, Texas

District 6 Headquarters

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fax: 512-330-0886

Andy Milburn
Vice President

May 3, 2005

TO: All District 6 Staff

FROM: Andy Milburn, Vice President *AM*

SUBJECT: Staff Manual Tab 13

The attached guidelines deal with Local Unions that hear their own grievances and guidelines for Staff who review those grievances. These guidelines should be placed in your Staff Manual under Tab 13.

A copy of the "CWA District 6 Guidelines for Local Unions that Handle Final Step of Grievance Procedure" should be provided and covered by Staff with each Local that is handling their own grievances at the final step. The additional guidelines are for Staff that review these grievances and it is consistent with the original guidelines with the exception that Staff has seven days from the day the file is received from the Local to analyze and process, and grievances can be referred back to the Local due to lack of information. We must continue to be diligent in protecting time limits and Local Unions should work within the established time lines.

Andy Milburn
AM/kz

Opeiu #13

Attachments

CWA District 6 Guidelines

For Local Unions that Handle Final Step of Grievance Procedure

1. The request for appeal to the Final Step of the Grievance Procedure is the responsibility of the Local Union. The request for appeals must be made in a timely manner to the appropriate CWA Staff Office. Each respective Staff Office will complete all appeals to the Final Step of the grievance procedure. A copy of the appeal will be forwarded to the appropriate Local Union.
2. Once the grievance has been appealed, scheduling and hearing of the grievance is the **Local Union's** responsibility. This should be done as expeditiously as possible. A hearing date should be assigned to all grievances within 30 days after they are appealed.
3. The Local **must** send a letter to the grievant and copy the appropriate CWA Representative within 7 working days after receiving the Company's denial letter, **notifying the grievant that the Local is proposing the file be closed. The letter should also address the grievant's appeal rights.** If the Local Union believes the case should be arbitrated, the Local will forward a **detailed** Case File Requirement for Request for Arbitration with **all** the required pertinent information in the grievance file to the appropriate CWA Staff Office within 10 working days of the Company's answer at the final step. In no case should the CWA Representative receive the Case File Requirements and grievance file more than 14 working days from the date of the Company's final answer. **NOTE: Arbitration provisions in some contracts allow very little time to submit a denied grievance to arbitration. In such cases, the Local Union is responsible for adjusting the above timeline accordingly to ensure timeliness.**
4. Appeals from the grievant **must be in writing.** Once the Local Union has received an appeal from the grievant, the Case File Requirements and grievance file must be processed and forwarded immediately to the appropriate CWA Staff Office. In the event time limits are in jeopardy, it is the responsibility of the Local Union to notify the appropriate CWA Representative so that time limits can be protected. (NOTE: Check contract for time limits)
5. Files provided to the CWA Representative by Local Unions **must be complete** and have all pertinent information in the file. Some examples of the types of information that should be in the file depending on the type of grievance it is are as follows:
 - a. Detailed Case File Requirement for Request for Arbitration
 - b. Copy of grievance letter as filed with Company
 - c. Statement of Occurrence from grievant
 - d. Grievant's name, title, work location, contact information
 - e. Union's notes from **each step** of the grievance procedure
 - f. Attendance Records
 - g. Customer Complaints
 - h. Disciplinary Records
 - i. Training Records

- j. Employee Discussion Guides
- k. Employee Discussion Logs
- l. Personnel File/Any other pertinent information that applies
- m. Witness names, statements and contact information
- n. Performance Appraisals
- o. Separation Proposal
- p. Termination/Disciplinary Action Letter(s)
- q. Company's Answer at each step of grievance procedure
- r. Union Appeal Letters

- 6. It is the Local Union's responsibility to be sure that the grievant is advised of the status of their grievance. Once the grievance is escalated to the CWA Representative due to a Request for Arbitration from the Local President or due to an appeal from the grievant, it then becomes the responsibility of the CWA Representative to keep the grievant informed.



Communications Workers of America, AFL-CIO

District 6 Arkansas, Kansas, Missouri, Oklahoma, Texas

Andy Milburn
Vice President

(5)

District 6 Headquarters

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July 28, 2006

TO: All District 6 Staff

FROM: Ed Pinkelman, Area Director Central & South Texas *E.P.*
Mike Littleton, Greater Texas Area Director
Rita Voorheis, Northern Area Director

SUBJECT: Arbitration Appeals

Attached is a copy of the December 3, 2002 correspondence regarding the policy on arbitration appeals. This is to re-affirm that any appeal of your decision must be in writing from either the Local President or the grievant.

We have recently seen an increase in appeals from other than the Local President or the grievant. Many of these appeals are from other officers and are on grievances that are not even arbitrable. There is no reason given to support the appeal in many cases and in other cases a letter from another Local Officer states that they were notifying us that the grievant wishes to appeal. In many of these cases, there is not a copy of the grievant's appeal in the file.

In the future we will be sending the file back to the Staff for the proper documentation before the Arbitration Review Board will vote on the case. This could cause a delay in the arbitration process.

Please cover this with all your Local Officers.

If you have any questions, please advise.

EP/kz
Opeiu #13

Attachment

CC: Andy Milburn, Vice President
Richard Kneupper, Asst to the Vice President



Communications Workers of America, AFL-CIO

District 6 Arkansas, Kansas, Missouri, Oklahoma, Texas

Andy Milburn
Vice President

District 6 Headquarters

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December 3, 2002

TO: All District 6 Staff

FROM: Richard Kneupper, Area Director – Austin, TX *RK*
Michael Littleton, Southern Area Director *m*

SUBJECT: Arbitration Appeals and Case File Requirements

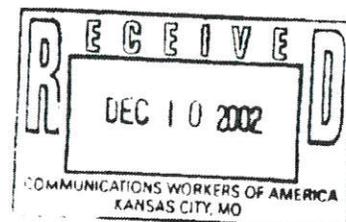
This is a reminder that any appeal of your decision to not arbitrate a particular grievance must be in writing from either the Local President or the grievant. Stewards and other Local Officers need to go through their Local President.

We continue to receive numerous case file requirements with scant information. On all grievances sent for review by the Arbitration Review Board, the case file requirements should be thorough and the positions of the Company and Union should be fact based. Your reasoning for recommending or not recommending should also be included. Inadequate write-ups in the future will be returned to the Staff for a more thorough analysis.

If you have any questions, please advise.

RK/ML/kz
Opeiu #13

Cc: Andy Milburn, Vice President
W. L. Davis, Jr., Asst to the Vice President
Rita M. Voorheis, Northern Area Director





Communications Workers of America, AFL-CIO

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Claude Cummings Jr.
Vice President

August 24, 2015

TO: District 6 Local Presidents

FROM: Sylvia J. Ramos, Assistant to the Vice President



SUBJECT: Grievance Appeals

Please be advised that effective immediately, the District will not process grievance appeals that are not accompanied by a complete grievance file. I do realize that most locals already follow this process, but for locals that do not, we will have no other choice but to return the grievance to the local until we receive the complete file. Not receiving a complete file, including all meeting notes and appeal letters, greatly delays due process in the representation of our members.

Should you have any questions, please contact your CWA Staff Representative.

SJR/sv
opeiu#13

c: Claude Cummings, Jr.
Administrative Staff
Staff Representatives



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Claude Cummings Jr.
Vice President

April 1, 2016

TO: All District 6 Local Presidents

FROM: Sylvia J. Ramos, Assistant to the Vice President 

SUBJECT: Important Reminder - Protocol for Escalation Process

Dear Local Presidents,

Please consider this a reminder regarding the escalation process that we are requesting locals follow when in need of District assistance.

We are receiving numerous calls at the District office from locals that are no longer following the established escalation protocol. This results in additional delays in responding to your concerns as all calls received at the District office that have not gone through the appropriate CWA Representative will be re-routed back to the local's assigned Staff. If your concern is with the Staff's response or delayed response time, or pertains to representation or other Staff assignments, we ask that these concerns be directed to Area Director Mike Neumann. If there is a concern pertaining to arbitration, please direct those concerns to Area Director Mark Franken. If it is a bargaining matter, please be advised that Mike Neumann is responsible for AT&T SW (Core) and Mobility issues. Mark Franken is responsible for all independent companies.

Again, your local's assigned CWA Representative is your first point of contact. We ask all locals to adhere to this protocol by contacting and working through your assigned Staff first prior to escalating an issue.

The District would greatly appreciate your assistance in following these guidelines.

Thanking you in advance for your cooperation in this important process.

SJR/sv
opeiu#13

c: Claude Cummings, Jr.
Administrative Staff
District 6 CWA Representatives
District 6 Clerical Staff



Communications Workers of America, AFL-CIO

District 6 Arkansas, Kansas, Missouri, Oklahoma, Texas

Claude Cummings Jr.
Vice President

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October 8, 2015

TO: All District 6 Local Presidents and Staff
FROM: Sylvia J. Ramos, Assistant to the Vice President
SUBJECT: Updates to District 6 Policies



As a follow-up to our Local Presidents conference call on Tuesday, October 6, 2015, please be advised of the following updates to District 6 policies:

Compensation for Elected Bargaining Committee Members

Effective immediately, all elected bargaining committee members will be compensated based on their actual wage rate for approved time spent associated with bargaining. Elected members that are paid commission will be paid their wages based on their average commission.

Leveraged Service Representative titles will be paid at the Service Representative pay rate. And any Retirees that are elected to serve as bargaining committee members will be paid per diem plus mileage. Our policy pertaining to per diem reimbursement will remain the same, which requires receipts for all expenses that are submitted.

Prior to bargaining kickoff, the bargaining chair will cover this policy with all elected bargaining committee members.

Attorney Assistance

In regards to locals requesting legal assistance, we are asking that these requests be made only by Local Presidents directly through your respective assigned Staff Representative. This will allow Staff the opportunity to assist with local officers' concerns and possibly work through them.

Should you have any questions on these updates, please contact your Staff Representative.

SJR/sv
opeiu#13

c: Claude Cummings, Jr.
Administrative Staff
David Van Os



Communications Workers of America, AFL-CIO

District 6 Arkansas, Kansas, Missouri, Oklahoma, Texas

Austin Staff Office

Claude Cummings Jr.
Vice President

Parkway at Oak Hill, Building One
4801 Southwest Parkway, Suite 145
Austin, Texas 78735
512-330-0875
fax: 512-330-0892

July 29, 2013

TO: Local Presidents (AT&T)
FROM: Claude Cummings Jr., Vice President
SUBJECT: Last Chance Agreements (AT&T)

CC

This is an important message regarding "last chance agreements" in AT&T. In some cases the Company has presented last chance agreements containing the following sentence: "If I am suspended or dismissed for violating this Agreement, any grievance relating in any way to such suspension or dismissal will not be subject to arbitration." In a pending arbitration the Company is contending this sentence means if the employee while on the last chance agreement is terminated for any new allegation of misconduct, such termination cannot be arbitrated even if it is based on a different type of misconduct unrelated to the incident that led to the LCA. Thus according to the Company the termination we are attempting to arbitrate is not arbitrable.

We are disputing the Company's contention in the pending case and the arbitrator has not yet ruled on the Company's objection to arbitrability. If the Company's contention is correct, however, this would mean the LCA changed the arbitration article of the contract. Under Article I, Collective Bargaining Procedure, of the Agreement of General Application with AT&T Southwest, no representative of CWA or a CWA Local is authorized to negotiate a change in the arbitration article of the Agreement except by specific authorization from me as District Vice President. As District Vice President I have not authorized any Local to negotiate a change in the arbitration article and I will not do so. I have no objection to last chance agreements in general, but the right to arbitration is part of the life blood of our contracts and any sacrifice of that right weakens it in the long run for all other employees and all members of the Union.

Therefore, if any Local has signed a last chance agreement that is interpreted to waive future arbitration rights, including the pending arbitration in which the company is raising this issue, such waiver of future arbitration rights is not effective since I did not authorize such change in the arbitration article of the contract.

In addition, this is to clarify that no CWA Local in District 6 and no District 6 Staff Representative is authorized to agree to language in a last chance agreement that waives, or arguably might waive, future arbitration rights. (Though as in any settlement, the grievance over the incident that resulted in the LCA will be settled and withdrawn.)

/at

C: District 6 Administrative Staff
District 6 Staff Representatives





Communications Workers of America, AFL-CIO

District 6 Arkansas, Kansas, Missouri, Oklahoma, Texas

Claude Cummings Jr.
Vice President

District 6 Headquarters

Parkway at Oak Hill, Building One
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Austin, Texas 78735
512-330-0871
fax: 512-330-0886

January 19, 2018

TO: District 6 Local Presidents
FROM: Mark Franken, Area Director *mf*
SUBJECT: Local Officer Information

For purposes of maintaining and updating the District 6 Local roster **only**, please use the attached form to provide the District with updated contact information for your local officers. Please send completed forms to Nicole Tupa via email, fax or U.S. Mail by no later than January 31, 2018:

Nicole Tupa
ntupa@cwa-union.org
4801 Southwest Parkway, Suite 115
Austin, Texas 78735
Fax: 512-582-6853

Please be advised that it remains the Local's responsibility to update this information in Orion as necessary.

Please disseminate this information to the appropriate personnel in your local.

Thank you for your attention to this matter.

MF/nt
opeiu#13

Attachment

c: Administrative Staff
CWA Staff





COMMUNICATIONS WORKERS OF AMERICA
DISTRICT 6
4801 SOUTHWEST PARKWAY, SUITE 115
AUSTIN, TEXAS 78735

DISTRICT 6 CWA OFFICER INFORMATION FORM

LOCAL NUMBER: _____

EFFECTIVE DATE: _____

TITLE	FORMER OFFICER INFORMATION	NEW OFFICER INFORMATION	
	NAME:		NAME:
	HOME PHONE:		HOME PHONE:
	WORK PHONE:		WORK PHONE:
	CELL PHONE:		CELL PHONE:
	FAX:		FAX:
	OFFICIAL EMAIL:		OFFICIAL EMAIL:
	MAILING ADDRESS:		MAILING ADDRESS:
TITLE	FORMER OFFICER INFORMATION	NEW OFFICER INFORMATION	
	NAME:		NAME:
	HOME PHONE:		HOME PHONE:
	WORK PHONE:		WORK PHONE:
	CELL PHONE:		CELL PHONE:
	FAX:		FAX:
	OFFICIAL EMAIL:		OFFICIAL EMAIL:
	MAILING ADDRESS:		MAILING ADDRESS:
TITLE	FORMER OFFICER INFORMATION	NEW OFFICER INFORMATION	
	NAME:		NAME:
	HOME PHONE:		HOME PHONE:
	WORK PHONE:		WORK PHONE:
	CELL PHONE:		CELL PHONE:
	FAX:		FAX:
	OFFICIAL EMAIL:		OFFICIAL EMAIL:
	MAILING ADDRESS:		MAILING ADDRESS:

DATE: _____

SIGNATURE: _____

