

# IBEW Local Union 21 2013 AT&T Contract Overview



# Article 1 Recognition

## Date Change

### Old Language

1.03 ...and made a part of the 2009 Collective Bargaining Agreement between AT&T Midwest, AT&T National and System Council T-3 of the International Brotherhood of Electrical Workers...

### New Language

**1.03 ...and made a part of the 2013 Collective Bargaining Agreement between AT&T Midwest, AT&T National and System Council T-3 of the International Brotherhood of Electrical Workers...**



# Article 2 Definitions

No  
Changes



# Article 3 Non-Discrimination

No  
Changes



Article 4  
Company Union Relationship

No  
Changes



# Article 5 No Strike

No  
Changes



# Article 6

## Union Security

**6.03 (C) Removed**  
**6.04 Added**

### **Old Language**

6.03 (C) This section shall only apply to those states where permitted by law.

### **New Language**

6.04 This Article 6 – Union Security shall only apply in those states where permitted by law.



# Article 7

## Union Dues Deductions

**Slight change to 7.05 (B)**  
**Cleaned up language.**  
**No intent change.**

### **Old Language**

7.05 (B) When an employee has insufficient pay to cover all authorized deductions, deductions for dues or fees and then deductions for allotments to the Savings and Security Plan for non-salaried employees shall have priority over all other authorized deductions except those required by law and for insurance.

### **New Language**

7.05 (B) When an employee has insufficient pay to cover all authorized deductions, deductions for dues or fees and then deductions for allotments to the appropriate savings plan shall have priority over all other authorized deductions except those required by law and for insurance.





# Article 8

## Committee on Political Education (COPE)

Change in 8.13 to account for four (4) year agreement

### **Old Language**

8.13...Total estimated cost over life of the Agreement:  $\$525.00 \times 3 \text{ years} = \$1,575.$

### **New Language**

8.13 ...Total estimated cost over life of the Agreement:  $\$525.00 \times 4 \text{ years} = \$2,100.$



# Article 9

## Collective Bargaining Procedures

**No intent change.**

### **Old Language**

9.01 ... by the appropriate Executive Director-Labor Relations...

### **New Language**

9.01 .... by the Vice-President-Labor Relations...

**The above change appears in several places in the article.**

### **Old Language**

9.09 ... The Company shall pay for the first twelve thousand (12,000) copies requested by the Union at the time of printing...

### **New Language**

9.09 ...The Company shall pay for the first eight thousand (8,000) copies requested by the Union at the time of printing...



# Article 10 Bulletin Boards

No  
Changes



# Article 11

## Union Officers and

## Representatives

**Change to wording in 11.02.  
Intent—the company is removed from the  
Union’s administration of the Local.**

### **Old Language**

11.02 The notice and consent set forth in Section 11.01 shall not apply when the Company applies the provisions of Article 30 or when a proposed promotion or transfer is required by the closing of a Company office or location.

### **New Language**

11.02 The notice and consent set forth in Section 11.01 shall not apply when the Company declares a surplus under the provisions of Article 30 or when a proposed promotion or transfer is required by the closing of a Company office or location.



Article 12  
Problem Resolution  
Procedures

No  
Changes



# Article 13 – Wage Administration

## New Language

13.01 The minimum, progression and maximum weekly basic wage rates for all covered job titles will be as provided in the wage schedules included in Appendices B and T. The wage schedules will be updated to reflect the increases described below.

### (A) Current Increase

Basic Weekly Wage Rates will be increased 2.25% at the maximum rate, exponentialized with no change in the start rate. The wage increase will be effective June 23, 2013.

### (B) First Anniversary

Effective June 22, 2014 Basic Weekly Wage Rates will be increased 2.50% at the maximum rate, exponentialized with no change in the start rate.

### (C) Second Anniversary

Effective June 28, 2015, Basic Weekly Wage Rates will be increased 2.75% at the maximum rate, exponentialized with no change in the start rate.

### (D) Third Anniversary

Effective June 26, 2016 Basic Weekly Wage Rates will be increased 3.00% at the maximum rate, exponentialized with no change in the start rate.



# Article 13–Wage Administration

## (E) Ratification Bonus

Each regular full-time employee on the payroll as of the date of ratification will receive a single \$1,000 lump sum contract ratification bonus. Each part-time employee on the payroll as of the day of ratification will receive a prorated ratification bonus based on their part-time classification (or “part-time equivalent work week”) on the ratification date. These ratification bonuses are contingent on the Agreement being ratified by May 7, 2013.

## **Other Article 13 Changes**

**13.07– Deleted sickness or accident.  
No intent change. Name change only.**

### **Old Language**

13.07 An employee absent for more than one (1) month for any reason other than sickness or accident disability absence will...

### **New Language**

13.07 An employee absent for more than one (1) month for any reason other than a disability absence governed by the AT&T Midwest Disability Benefits Program or Legacy AT&T Disability Benefits Program will ...



# Article 13–Wage Administration

**The new wage schedules can be found on [ibew21.org](http://ibew21.org) the link is titled Wage Schedules.**

**Premise Technician schedules can be found in Appendix C link.**





Article 14  
Net Credited Service &  
Seniority

No  
Changes



# Article 15 Job Classifications and Promotions

No  
Changes



# Article 16

## Benefits

**Benefit changes can be found on [ibew21.org](http://ibew21.org) the link is titled Article 16 Benefits.**



# Article 17

Scheduling and Payment for Time Worked For AT&T Midwest Employees in Job Titles Formerly in Exhibits 1, 2 & 3 and AT&T National Employees in Job Titles Covered by Appendix T, Articles CS1, CTT1 & NS11

Only change is in 17.18  
Sickness and Accident Disability (Paid)  
now reads Disability (Paid).  
No intent change. Name change only.

## **Old Language**

17.18 ..... Sickness and Accident Disability (Paid).....

## **New Language**

17.18 .....Disability (Paid).....

**The above change appears in several places in the contract.**



# Article 18

Scheduling and Payment for Time Worked For  
Employees Formerly in Exhibits 4 and 5 and AT&T  
National Employees in Job Titles Covered by  
Appendix T, Articles OS1 and TRA1

Only change is in 18.16 Sickness and  
Accident Disability (Paid) now reads  
Disability (Paid).

No intent change. Name change only.

**This is the same change that was first  
referenced in 17.18**



# Article 19 Work Done by Supervisors

No  
Changes



# Article 20

## Treatment of Time Not Worked

### Several Changes

#### New Language

20.03 Sickness and Accident Disability (Paid) now reads Disability (Paid).

No intent change. Name change only.

**This is the same change that was first referenced in 17.18**

#### Old Language

20.04 (C) Except as specified in (A) and (B) above, payment for personal illness absence during...

#### New Language

20.04 (C) Except as specified in (A) and (B) above and (E) below, payment for personal illness absence during...



# Article 20

## Treatment of Time Not Worked

### Old Language

Absences of longer than seven (7) consecutive days will be governed by the Sickness and Accident Disability Plan.

### New Language

Absences of longer than seven (7) consecutive days will be governed by the AT&T Midwest Disability Benefits Program or Legacy AT&T Disability Benefits Program.

No intent change, name change only.

**The above change appears in several places in the contract.**





# Article 20

## Treatment of Time Not Worked

### New Language

20.04 (E) Effective January 1, 2014, the maximum amount of paid illness time for an employee covered by this Article shall be eighty (80) hours in a calendar year, except that if an employee uses forty (40) hours or fewer of paid illness time during the previous calendar year, that employee may use up to an additional forty (40) hours of paid illness time in the next calendar year for the sole purpose of providing paid illness time for the five (5) day period leading up to an approved disability after the initial eighty (80) hours has been exhausted. Nothing in this Agreement shall be interpreted to provide for paid illness time in excess of this amount.

### **Old Language**

20.06 Employees absent due to death of a child or spouse or any relative listed in...

### New Language

20.06 Employees absent due to death of a child, spouse or Legally Recognized Partner, or any relative listed in...



# Article 21 Differentials

## New Language

21.04 Sickness and Accident Disability  
(Paid) now reads Disability (Paid).

No intent change. Name change only.

**This is the same change that was first  
referenced in 17.18.**



## Article 22

### Classification & Treatment of Regular Part-Time Employees

#### **22.05 Changes in wording and eliminated sections A, B, and C Old Language**

22.05 Employees who are hired on or after January 1, 1981, and who work as part-time employees shall, if otherwise eligible to participate under the terms of such plans, be eligible for coverage under the Ameritech Comprehensive Health Care Plan, Ameritech Vision Care Plan, & Ameritech Dental Expense Plan for Active Employees as follows:

- (A) Employees whose part-time equivalent work week classification is sixteen (16) or less shall be eligible by enrollment and employee payment of one hundred percent (100%) of the premiums for such coverage;
- (B) Employees whose part-time equivalent work week classification is seventeen (17) through twenty-four (24) shall be eligible by enrollment and employee payment of fifty percent (50%) of the premiums for such coverage.
- (C) Employees whose part-time equivalent work week classification is twenty-five (25) or more shall be eligible for such coverage on the same basis as a regular full-time employee.

#### **New Language**

22.05 Employees who are hired on or after January 1, 1981, and who work as part-time employees shall, if otherwise eligible to participate under the terms of such plans, be eligible for coverage under the AT&T Vision Plan, AT&T Dental Plan and the appropriate Ameritech Comprehensive Health Care Plan or the AT&T Medical Expense Plan for Occupational Employees, all in accordance with Article 16 – Benefits and Attachments thereto.



# Article 23

## Recognized Holidays

### Date eliminated

### Old Language

23.01 Effective January 1, 2010 the following are the Recognized Holidays...

### New Language

23.01 The following are the Recognized Holidays...



# Article 24

## Excused Work Days

Change in 24.01 to account for new four (4) year agreement.

### **Old Language**

24.01 Each regular employee who has at least six (6) months of Net Credited Service on January 1 of the respective years 2010, 2011 and 2012, shall be eligible....

### **New Language**

24.01 Each regular employee who has at least six (6) months of Net Credited Service on January 1 of the respective years 2014, 2015, 2016 and 2017 shall be eligible...



# Article 25 – Vacations

Changes in 25.01 and payment if you leave the company.

## **Old Language**

25.01 Regular employees shall be entitled to vacation with...

## **New Language**

25.01 Regular employees shall be entitled to accrue vacation with pay...

## **New Language**

25.15 An employee leaving the Company for reasons other than specified in this Article shall receive payment in lieu of any unused portion of the accrued vacation for which such employee is eligible in accordance with Memorandum of Agreement – Payment In Lieu of Vacation.

Read the Memo on [ibew21.org](http://ibew21.org) it's titled Payment in Lieu of Vacation Memo.



# Article 26

## Automobile Mileage Expense

No  
Changes



# Article 27

## Temporary Assignments

**Slight change to 27.09 – Cleaned up language. No intent change**

### **Old Language**

27.09(G) Travel time outside of scheduled work time shall not be compensated for nor considered as time worked, except for those employees covered by Appendix B, Exhibits 4 and 5.

### **New Language**

27.09 (G) Travel time outside of scheduled work time shall not be compensated for nor considered as time worked, except for those job titles formerly covered by Appendix B, Exhibits 4 and 5 in the Parties' 2004 Collective Bargaining Agreement.





# Article 28

## Safety

Slight change to 28.05 cleaned up language, no intent change.

### **Old Language**

27.09 Safety provisions for AT&T National are addressed in Appendix T of the 2009 System Council T-3 Agreement.

### **New Language**

27.09 Safety provisions for AT&T National are addressed in Appendix T.



# Article 29

## Commercial Driver's License & Special Operating Permit or License

No  
Changes



# Article 30 Training and Employment Security

**Changes were made to Article 30 to address membership concerns and shortfalls contained in the previous version of the article.**

**The major changes are in 30.07, 30.21-30.58 and the RCA's have changed you can read them on [ibew21.org](http://ibew21.org) the link is titled  
**Article 30 Sections 30.07, 30.21-30.58****



# Article 31

## Termination and Validity of Agreement

Change to reflect the new  
contract dates.

### **Old Language**

31.01 This Agreement shall become effective as of 12:00 a.m. Central Daylight Time on June 28, 2009, and shall remain in effect until 11:59 p.m. Central Daylight Time on June 23, 2012.

### **New Language**

31.01 This Agreement shall become effective as of 12:00 a.m. Central Daylight Time on June 23, 2013, and shall remain in effect until 11:59 p.m. Central Daylight Time on June 24, 2017.



# Engineering Assistants

## Overtime

For the purpose of crediting time not worked towards an employee's eligibility for overtime payments...

ADDED:

Death in Family (Paid)

Authorized Attendance at Joint Meetings with the Company including Joint Union-Company Committee Meetings, Grievance Meetings and Union- Management Review Board Meetings



# Sales Consultants

Network attendance guidelines  
will be adopted.

Quotas will be adjusted to account for  
time off after the third day not the fifth.



# Global Services – Data Comm

The daily allowances were increased to \$35 across all four locals.

Four (4) week layoff allowance added.



# Premise Technicians

Articles 9 and 28 of the Core Agreement now apply to premise technicians

Seniority scheduling.

17-hour max on mandatory overtime per week.

Before use of contractors they will consider using I&R employees.

Premise Technicians may perform pair changes when installing IP enabled products and services.

Premise Technicians may place bridge tap cancellation devices, excluding splicing them into cable pairs.

Premise Techs \$0.55 hourly raise in addition to first year percent increase.

Steward's joint meeting time will now count toward overtime.

Job descriptions are now described in memo.

Vacation selection process improved.

Inclusion in substance abuse awareness committee.

Rewording of Military Leave Memo.

Details will first be filled by volunteers then forced by seniority.

One employee per work group per day is guaranteed a day off.

The changes in attachments 1,2,3, were name, date and article reference changes. No intent changes.





# Premise Technicians

Read Appendix C and Premise Technician job duties on [ibew21.org](http://ibew21.org) the link is titled Appendix C.

Note the Premise Technician job duty descriptions were not distributed during 2009 bargaining.

The only changes made to the duties this year were bullet points 3, 4, 5.

The cross connects referred to in bullet point 4 can only be made during the installation of U-verse Products.



# Success Sharing Plan

Payments will now be made as lump sum cash payments rather than as contributions into HRA accounts.



# Savings and Security 401k Plan

Employees over the age of 50 before the end of the calendar year, will have the right for catch up contributions under the IRS rules, on a before tax basis.



# SUCCESSORSHIP

**For more information on  
Successorship go to [ibew21.org](http://ibew21.org)  
and click on the  
Successor Language link.**



